Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 01/12/2023

Certificate No. GDA2023L58

GRN No. 110039944

Stamp Duty Paid : ₹ 2108000
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Balkishan

H.No/Floor : Nil Sector/Ward : Nil LandMark : Nil

City/Village : Farrukh nagar District : Gurugram State : Haryana

Phone: 99******12

Buyer / Second Party Detail

Name : Hemis Infrastructures and Developers

H.No/Floor : B723 Sector/Ward : Nil LandMark : Sushant lok

City/Village: Gurugram District : Gurugram State : Haryana

Phone : 99******12

Purpose : COLLABORATION AGREEMENT

THE SEAL OF SUB REGISTRAR

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

2598
1-12-2023

COLLABORATION AGREEMENT

Collaboration Agreement between 1.Mr. Bal Kishan (Aadhar No. 2587 1820 1079) and 2. Mr. Shri Krishan Saini (Aadhar No. 3688 2270 0596), both sons of Sh. Jagdish Prasad and Resident of Ward No. 4, Farrukh Nagar (Rural-35), District Gurugram, Haryana, hereinafter referred to as "Land Owners";

AND

M/s HEMIS INFRASTRUCTURE AND DEVELOPERS, a Partnership Firm, having its office at Plot No. B-723, Sushant Lok-1, Gurugram, Haryana, hereinafter referred to as "Developer", represented through its Authorised Representative and designated partner, Rajesh Kumar s/o Sh. Inder Singh r/o House No. 830, Sector-14, Gurugram.

For Hemis Infrastructure And Developers

Partner

प्रलेख न:2598 दिनांक:01-12-2023

डीड सबंधी विवरण

डीड का नाम COLLABORATION AGREEMENT

तहसील/सब-तहसील फरूखनगर

गांव/शहर सुलतानपुर

धन सबंधी विवरण

राशि 120000000 रुपये

स्टाम्प ड्यूटी की राशि 2400000 रुपये

स्टाम्प नं : GDA2023L58

स्टाम्प की राशि 2108000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:110034179

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प: GD302023K37 डेफिशियेंसी Grnno: 109962297 डेफिशियेंसी शुल्क: 1055000

Drafted By: P S yadav Adv

Service Charge:0

यह प्रलेख आज दिनाक 01-12-2023 दिन शुक्रवार समय 5:00:00 PM बजे श्री/श्रीमती /कुमारी बालकिशन पुत्र जगदीश श्रीकृष्ण पुत्र जगदीश निवास Ward No 4 Farrukhnagar Tehsil Farrukhnagar Distt Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (फरूखनगर)

हस्ताक्षर प्रस्तुतकर्ता
बालकिशन श्रीकृष्ण

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Hemis Infrastructure And Developers thru Rajesh KumarOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीRohtash Singh Namberdar पिता --- निवासी Farrukhnagar Tehsil Farrukhnagar Distt Gurugram व श्री/श्रीमती /कुमारी Roop Kishor पिता Kewal Krishan निवासी Karotha Rohtak ने की |
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयन अधिकारी(फरूखनगर)

TABLE OF CONTENTS

I. DEFINITIONS
II. RIGHT TO DEVELOP
III. DEVELOPERS OBLIGATIONS
IV. OWNER'S OBLIGATION, UNDERTAKING AND RIGHTS
V. POSSESSION
VI. DEVELOPERS' RIGHTS
VII. ALLOCATION OF SHARE OF THE DEVELOPER IN THE PROJECT
VIII. CONSIDERATION AND MARKETING RIGHTS AND SALE RIGHTS OF SALABLE AREA
IX. MAINTENANCE
X. FORCE MAJEURE
XI. ARBITRATION
XII. CHOICE OF LAW AND JURISDICTION
XIII. NOTICE
XIV. MODIFICATION
XV. INTELLECTUAL PROPERTY RIGHTS
XVI. INDEMNITY
XVII. VALIDITY
XVIII. MISLLENEOUS

For Hemis Infrastructure And Developers

Partner

Reg. No.	Reg. Year	Book No.
2598	2023-2024	1

पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी
फरूखनगर

पेशकर्ता :- बालकिशन श्रीकृष्ण

दावेदार :- thru Rajesh KumarOTHERHemis Infrastructure And Developers

गवाह 1 :- Rohtash Singh Nambardar

गवाह 2 :- Roop Kishor

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2598 आज दिनांक 01-12-2023 को बही नं 1 जिल्द नं 112 के पृष्ठ नं 102.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2182 के पृष्ठ संख्या 53 से 55 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 01-12-2023

उप/सयुंक्त पंजीयन अधिकारी फरूखनगर

This Collaboration Agreement is executed on _____ at _____

BETWEEN

1. Bal Kishan (Aadhar No. 2587 1820 1079) and
2. Mr. Shri Krishan Saini (Aadhar No. 3688 2270 0596), both sons of Sh. Sh. Jagdish Prasad and Residents of Village Sultanpur, Ward No. 4, Farrukh Nagar (Rural-35), District Gurugram, Haryana (hereinafter jointly referred to as "Land Owners" which expression shall, unless repugnant to the context thereof be demand to include their heirs, attorneys, successors and permitted assigns) being the **First Party/Land Owners;**

AND

M/s HEMIS INFRASTRUCTURE AND DEVELOPERS, a Partnership Firm, having its office at Plot No. B-723, Sushant Lok-1, Gurugram, Haryana, registered under the provisions of Partnership Act, through Partnership Deed bearing Vasika No. 856/27.10.2023, and represented through its designated partners Mr. Rajesh Kumar s/o Sh. Inder Singh r/o House No. 830, Sector-14, Gurugram, duly authorised vide authority letter / Resolution dated 01.12.2023 ; hereinafter referred to as **"Developer"**, which expression shall, unless repugnant to the context thereof, be deemed to permitted assigns) being the **"Second Party".(The "Developer" and the "Land Owners" shall hereinafter be individually referred to as the "Party" and collectively as "Parties")**

Wherever the word First Party and Second Party has been used in this agreement, it shall include the both parties themselves and their heirs, successors, legal representatives, assigns, and transferees.

WHEREAS the Land Owners are the absolute and lawfully recorded as owner and in physical possession of agricultural land at Village Sultanpur, Tehsil Farrukhnagar, District Gurugram; bearing Khewat No. 729//621, Khatauni No. 750, Hadbast No. 39, Rectangle No. 168// Killa No. 10/2 (3-4), 11 (6-13), 20 (8-0), 26 (1-16) and Mustil

For Hemis Infrastructure And Developers

Partner

50-4

(rectangle) No. 169// Killa No. 6/2 (3-1), 15 (8-0),16 (8-0),17 (4-0),24/1 (3-8),25/1 (4-0); Total Land 50-4 (Fifty Kanal Four Marla).

The Jamabandi 2018-19 and Aks-sizra, containing the details of the above Land is annexed herewith as **Annexure A1 (colly)**, referred to as "the Land/Said Land/Land").

That the First Party declares that the said land is free from any encumbrances and defects. There has been no agreement for sale or any other agreement for this and there is no suit pending against the said Land in any court of law.

That the First Party and the Second Party had a detailed discussion and by keeping in mind the profit as well as convenience of both the parties, the parties have now decided to develop and market the aforesaid Land and apply for the Affordable Plotted Colony Under **"Deen Dayal Jan Awas Yojna ('DDJAY Scheme')** with the Authorities (hereinafter "Affordable Housing").

Whereas both the parties, in their full senses and out of their accord and without any pressure or any instigation have decided to enter into this collaboration agreement with the following conditions:

I. **DEFINITIONS**:

(a) Owner's Allocation: The Share of the Land Owners as consideration under this Agreement

(b) Developers' Allocation: The areas other than the Owner's have, shall form the Developer's share as consideration under this Agreement.

(c) Construction Work: shall mean the work to be done by the Developer more specifically defined in this Agreement.

(d) Said Land / the Land: Piece of Land as described above and detailed in Annexure A1 (Colly).

(e) Licensed Land: The entire process and approval for grant of CLU (Change of Land Use) under LOI by the Authorities including the Land after grant of such CLU.

(f) Contractor: would mean and include all persons or companies or partnership firms carrying on any development or construction works vendors or suppliers of material, machine, equipment for the purpose of construction or development work or any other work, labor or labor

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Partner

contractors, Architects or any other periods doing any job for the purpose of developing Affordable Housing to be appointed by Developer.

(g) Approvals: means approvals in respect of any proposed project or construction activity any consent approval permit license authority or other permission required under applicable laws to be issued by any Government Body including but not limited to DTCP, Haryana before such project or construction activity can lawfully be commenced and ready for sale. The approvals will be obtained by the Developer from competent authorities in terms of this agreement.

(h) Sanctioned Plans means building plan duly sanctioned by the competent authorily at Gurgaon and Chandigarh so as to enable construction activity to be undertaken by the Developer at its costs.

(i) Project: All works, endeavors, activities and jobs undertaken by the Developers for the development of Said Land including Licensed Land under this Collaboration Agreement.

II. RIGHT TO DEVELOP:

1. The Land Owner hereby entrusts, hand over and gives the Developer exclusively and irrevocably the right for development, construction and marketing on the Said Land the Affordable Housing project in accordance with the Sanctioned Plans for DDJAY Scheme. The exclusive rights in respect of the architectural control, construction, landscaping, design and form of the entire Project sincluding external and internal development shall vest with the Developer.

   The Land Owner grants to the Developer the absolute right to market and develop the Project for the Land. The Developer has paid the Land Owners a total sum of Rs. 12,00,00,000/- (Rupees Twelve Crores Only) as non-refundable consideration for execution of this collaboration agreement and the Landowners hereby acknowledge receipt of the aforementioned amount as consideration. The consideration paid herein shall be shared by the land-owners in equal share i.e. 50%-%50%. The Land-Owners are hereafter free to make use of their share of the moneys

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Partner

received from the Second Party in any manner whatsoever and the Second Party shall not have any objection to the same.

The payment detail given as under:-

	AMOUNT	CHEQUE/ RTGS	DATE	NAME
1.	15,00,000/-	000656522477		14.11.2023
	BAL KISHAN CANARA BANK			
2.	15,00,000/-	CNRBR52023102666281766		26.10.2023
	BAL KISHAN , CANARA BANK			
3.	15,00,000/-	INDBR32023102600751325		26.10.2023
	BAL KISHAN, INDUSIND BANK			
4.	15,00,000/-	839291		15.11.2023
	SHIR KRISHAN, INDUSIND BANK			
5.	15,00,000/-	INDBR32023112100335541		21.11.2023
	BAL KISHAN, INDUSIND BANK			
6.	15,00,000/-	INDBR32023112100335772		21.11.2023
	SHIR KRISHAN, INDUSIND BANK			
7.	50,00,000/-	INDBR32023112300404885		23.11.2023
	SHIR KRISHAN, INDUSIND BANK			
8.	50,00,000/-	INDBR32023112300408135		23.11.2023
	BAL KISHAN, INDUSIND BANK			
9.	3,00,00,000/-	INDBR32023112900529391		29.11.2023
	BAL KISHAN, INDUSIND BANK			
10.	1,00,00,000/-	INDBR32023112900530288		29.11.2023
	SHIR KRISHAN, INDUSIND BANK			
11.	1,00,00,000/-	INDBR32023113000559736		30.11.2023
	SHIR KRISHAN, INDUSIND BANK			
12.	1,40,00,000/-	INDBR32023113000560113		30.11.2023
	BAL KISHAN, INDUSIND BANK			
13.	65,00,000/-	INDBR32023120100586720		01.12.2023
	BAL KISHAN, INDUSIND BANK			
14.	31,00,000/-	INDBR32023120100586501		01.12.2023
	SHIR KRISHAN, INDUSIND BANK			

For Hemis Infrastructure And Developers

Partner

15.	24,00,000/-	512514	01.12.2023
	SHIR KRISHAN, INDUSIND BANK		
16.	1,00,00,000/-	512515	01.02.2024
	SHIR KRISHAN, INDUSIND BANK		
17.	1,50,00,000/-	512516	01.02.2024
	SHIR KRISHAN, INDUSIND BANK		

2. That from the date of the present Agreement till the date of handing over the Land including the peaceful possession of Land to the Developer, the entire tax, revenue or any other dues for the said Land shall be the responsibility of the First Party. The responsibility for obtaining the approvals for the Project shall be the responsibility of the Second Party. After obtaining the license by the developer/Second Party from the Authority, the Second Party shall be exclusively responsible for paying all taxes, duties and other statutory liabilities of the licensed land and the Second Party shall handover the developed licensed area to the First Party of their respective share which shall be clear from all sorts of encumbrances or lien.

3. That on the basis of this Agreement, the Developer will make considerable expenditure, efforts, time and expertise to get the Land use changed and obtain the licenses for the Project from the concerned Authority at Gurgaon and Chandigarh (Haryana) for DDJAY Scheme. It is the condition of this Agreement that after execution of this Agreement, the Land Owner or the nominees or their legal heirs will not cancel or back out and/or withdraw from the Collaboration Agreement under any circumstances. If that happens, the Developer besides its other rights will be entitled to get the Agreement fulfilled / enforced through process of law at the cost and risk of the Land Owners and during such pendency of the litigation, the Land Owners shall not enter into any agreement with respect to the said Land with/any other party.

4. That the First Party has assured and fully represents that the Second Party that there is no dispute regarding the said Land and it is free from all legal charges, mortgage, lease, tenancy, encumbrances, gift,

For Hemis Infrastructure And Developers

Partner

attachment, stay order, unauthorized possession, acquisition, etc. The Second Party on this assurance and representation has become fully satisfied for the same.

5. That it is agreed and understood between the parties that after obtaining LOI from concerned Authorities for change of land use for DDJAY Scheme, the Parties shall be entitled to their respective share / allocation of the Licensed Land in the following manner: 50% for the Land Owners (both residential as well as commercial part) called "Owner's share" and 50% for the Developer/ the Second Party (in both the residential as well as commercial part). All units developed on the Land shall be shared by the parties on pro-rata basis. It is further agreed hereby that any preferential locations shall also be shared by the parties in equal share in all respects.

   It is hereby acknowledged and declared by both the parties that in case the Land or any portion thereof, prior or subsequent to this Collaboration Agreement, is acquired by the Authorities, then the entire amount of compensation, on account acquisition of land or any portion hereof, shall be taken by the Land Owners only and the developer shall have no right, title, or interest in the same.

6. That the Second Party shall obtain license, sanction, permission from the Authorities regarding the said Land. All the expenses for taking permissions/requisite license from Authorities shall be borne by the Second Party.

7. That the First Party shall render all the cooperation to the Second Party as far as possible after signing this Collaboration Agreement so as to do the survey, fencing on the Land and other licensing activities without impediments and the legal physical possession has been handed over on signing of this agreement. That the activities necessary for the Project shall be sole responsibility of the Second Party. The First Party hereby agrees not to interfere in the activities of the Second Party on the said land in relation to development of the project.

For Hemis Infrastructure And Developers

Partner

8. That the Second Party shall develop the Project. The said development shall be done as per sanction and guidelines obtained from the competent authorities including DTCP, Haryana and other Authorities under the Deen Dayal Jan Awas Yojna scheme.

9. The Second Party shall pay the complete Government fees and charges along with External Development Charges (EDC), Internal Development Charges (IDC) etc. along with development cost for the Project.

10. That the First Party shall have no claim/objection with any other additional land purchased adjacent / elsewhere and or applied for licensing by entering into any other collaboration agreement by Second Party with the owners of the said additional land purchased.

11. That the Collaboration Agreement shall be irrevocable and no modification/alteration etc. in the terms and conditions of the Collaboration Agreement is allowed after obtaining prior approval of competent Authorities. Both the Parties shall comply with all the terms and conditions of the LOI as granted by the Authorities in this regard.

12. That the First Party further assures the Second party to appoint Second Party as their legal constituted attorney which is necessary to apply in different departments to obtain license, take permission, obtain sanction under the DDU Scheme for developing the Project. The Second Party assures the First Party that it shall not do any deed that violates the terms of the irrevocable power of attorney to be provided by the First Party. The First Party assures to provide/execute in favor of the second Party an irrevocable General and Special Power of Attorney to complete the Project, which the Second Party shall use in development of the said project by way of obtaining license, LOI or apply to any department for the same. The General and Special Power of Attorney so issued by the First Party to the Second party shall be considered integral part of this Collaboration Agreement and the consideration for this agreement shall

For Hemis Infrastructure And Developers

Partner

be considered the consideration for execution of the power of attorneys as well.

III. DEVELOPERS OBLIGATIONS

13. The Developer has undertaken to apply for the Licenses for the development of Said Land / Project under this Collaboration Agreement with competent Authority under the DDJAY Scheme and shall be bear all the expensed therefore.

14. The Developer shall undertake the design and necessary construction and development works at the Land at its own cost once the LOI is granted by the competent Authority under DDU Scheme.

15. That Second Party shall apply for License within 60 days of signing of this Collaboration Agreement. The parties agree that once the license is duly applied by the Second Party to the competent authorities, it shall be allocated in the due course as per the laid down procedure and therefore no time limit is placed for obtaining license after the Second Party has duly applied for the same. It shall be incumbent to inform the First Party regarding the application and receipt of the necessary approvals for the development of the project. **The development and completion of the project must be done by the Second Party within 18 months from the execution of this collaboration agreement**. If the Project cannot be developed in the said prescribed time limits or the extended period, then both Parties shall mutually re-negotiate the time limit for due performance of this Collaboration Agreement.

16. That, in future, if Land or portion of the Land is acquired by the Government/Authorities then the Second Party shall do all necessary acts and deeds for getting the Land released from the Government/Authorities including going to the Court of law at its own cost and responsibility.
17. The Developer shall appoint architect, contractor and incur all necessary expenses for developing the License Land or Project at its own cost and

For Hemis Infrastructure and Developers

Partner

responsibility and shall be liable for all statutory and other applicable compliance including labor law compliances.

18. That the Second Party shall have the right to market the developed Licensed Land and Project including the share of the First Party for which the First Party shall have no objection whatsoever in order to maintain the fluctuation of the market price.

19. That the Second Party shall be responsible for the maintenance of the Project/Licensed Land by themselves or can get it done by any independent agency at its own cost.

20. That the Second Party, under no circumstances, shall enter into further collaboration agreement with any institution/individual/company regarding the said Land, however, the Second Party may enter into marketing agreement with any institution/individual/company regarding the marketing of the Pro-share of the First Party for which the First Party shall have no objection.

IV. OWNER'S OBLIGATION, UNDERTAKING AND RIGHTS

21. The Land Owners that they have not agreed, committed to or contracted or entered into any agreement of any nature including agreement for sale or joint venture in respect of the said Land or any part thereof to any person other than the Developer and that they have not created any lien, charges, mortgage or encumbrances on the said Land.

22. That the First Party is fully responsible and liable regarding the good and marketable title of the said Land. If any defect is found on the title of the First Party, then the First Party shall be responsible to indemnify the Second Party for the entire cost of the Second Party regarding the Development, license, fee, maintenance, and other expenses. This agreement shall not be cancelled without the written consent of the Second Party. The time taken by the First Party to rectify the title and

For Hemis Infrastructure And Developers

Partner

resolve the issues aforesaid shall be added to the time allowed to Second Party to perform its obligations under this Collaboration Agreement.

23. That after the execution of this Collaboration Agreement, the Land Owners shall not enter into any transaction with anyone for the said Land or the Project and shall not mortgage and/or transfer the said Land to any third party. If any such thing is done then it would be illegal and the Developer shall not be bound by it and shall be entitled to recover costs and damages from the First Party/ Land Owners. The Land-Owners also shall not execute any mortgage, charge, loan, lease or gift deed or any other agreement in favor of any other party.

24. That the Land-Owners, jointly and severally take responsibility and declare that they has not received any notice for notification or order in respect of the Said Land and to their knowledge from the Government Local authority, Municipal Authority or any other Authority and none of the Authorities have issued any notice affecting the Said Land or imposing any restriction on obtaining any license for the development, construction for the Said Land.

25. That if there is any demand, claims or tax against the land prior to the date of execution, physical hand over and/or if there is any amount payable now or in future by any taxation court or Authority then it is the condition of this Agreement that neither the work of the Project shall be stopped, nor shall there be any delay.

26. That the Land Owners shall execute an irrevocable General Power of Attorney / Special Power of Attorney and /or any other document or papers in favour of the Developer to enable the Developer to allow for application of license and/or construction and Project activities, to do construction, to obtain necessary approvals from appropriate authorities sell, lease or transfer Developers' allocation/share.

27. The Land Owners will, at the time of execution of this Collaboration Agreement, handover all the documents relating to the ownership of the Land including chain of revenue records and other title documents to the Second Party without delay. Any delay on the part of First Party would

For Hemis Infrastructure And Developers

Partner

cause damages to the Second Party for which the Second Party shall be entitled to extension of any time limits set herein for performing its part of obligations.

28. The Owner shall cooperate in every manner in getting all kinds of sanctions/approvals from any Government/non-Government authority. The cost of getting the sanctions/approvals shall be borne from the account of Developer/second Party.

29. That the Land-Owners/First Party shall not create any obstruction in the progress/ construction of the said Project or Licensed Land.

30. That it is agreed between both the parties that after the said Project the Second Party shall not be harassed in any way for the possession of the Land by the First Party or their agents, assigns, associates, heirs, legal representatives, successors-in-interest or any other persons claiming any right to the Land through the First Party.

V. POSSESSION.

31. The exclusive physical possession of the Said Land has been handed over to the Developer by the First Party simultaneously with the execution of this Agreement. The Developer shall be entitled to demolish the existing structure(s) (if any) and dispose-off the debris on its own account to the which the First Party shall have no objection.

VI. DEVELOPERS' RIGHTS

32. The Developer shall be entitled to enter into any agreement with any building contractor, architect appoint agents for the purpose of development and/or construction of the Said Land or Licensed Land in his own name and cots, risks and expenses. The Developer shall be solely responsible for all actions for any violations and mis-happenings (if any) during development /construction of the Land.

For Hemis Infrastructure And Developers

Partner

33. Developer shall be entitled to receive refunds from Government or any authority on its own name.

34. The Developer shall have the sole right to create the name and brand and market the Project or Licensed Land.

VII. ALLOCATION OF SHARE OF THE DEVELOPER IN THE PROJECT

35. The Developer shall be entitled for 50% (fifty percent) of the Licensed Land on pro-rata basis with the remaining 50% share going to the First Party.

VIII. CONSIDERATION AND MARKETING RIGHTS AND SALE RIGHTS OF SALABLE AREA

36. In consideration of the Developer carrying on the entire development /construction on the Said land for Project and develop the Licensed Land, the Developer shall be entitled to 50% of the area of the Licensed Land/plot area under DDJAY Scheme including residential and commercial parts thereof. The remaining 50% (residential and commercial part) shall be the Land-Owners'/First Party's allocation. **The Developer shall have the exclusive right to sell and market its own share of Licensed Land / plotted land and shall market only the share of Land-Owners' of Licensed Land/Plotted Land. Hence the Second Party will only have the marketing right over the share of the First Party.**

37. That the Developer shall be entitled to market the entire Licensed Land. The Developer shall have the right to sell its part of share in any manner whatsoever to which the Land-Ownersagree not to object. The Land-Owners/First Partyshall not have any objection and rather shall execute all necessary NOCs, Sale Deed, Builder Buyer agreement, Power of Attorney, conveyance deed and other documentation required for such purposes. Developer shall be liable to clear all liabilities relating to EDC and IDC or any other statutory charges imposed by the Authority after obtaining the License under DDJAY Scheme.

IX. MAINTENANCE

For Hemis Infrastructure And Developers

Partner

38. The development works, for the Licensed Land and developing the residential and commercial area (if any) will be done by the Developer and/or its agents, Contractors or nominees and a separate agreement shall be entered into with the Buyers/Customers for maintenance of the entire Licensed Land including the share of the First Party. The maintenance agreement by the First Party as confirming Party.

X. FORCE MAJEURE

39. That the period for development for Project is is fixed unless the Project is delayed due to any Force Majeure like fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots etc. or any other similar cause which is beyond the reasonable control of the Party and such non-performance or delay could not have been prevented by any reasonable means then the delayed Party will be excused for such non-performance or delay.

XI. ARBITRATION

40. **That in case of any dispute between the parties of any nature related to and/or touching upon and/or in connection with this Agreement or Project same shall be referred for arbitration and the arbitrator shall be appointed and arbitration proceedings shall be conducted as per the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time). The language of the arbitration shall be English, seat shall be Gurugram.**

41. Notwithstanding the Arbitration, the Developer shall be entitled to seek injective relief from the competent courts during the pendency of the Arbitration proceedings.

XII. CHOICE OF LAW AND JURISDICTION

42. This Agreement shall be governed by and construed in accordance with the laws of India.

For Hemis Infrastructure And Developers

Partner

43. The Courts at Gurugram shall alone have the jurisdiction to entertain all disputes in respect of the matters under this Agreement or connected thereto.

XIII. NOTICE

47. Any notice, letter or communication to be made, served or communicated to Developer under this Agreement or matter connected with it will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed to the Developer at the address shown above or changed address as may be intimated by the Developer in this behalf and sent by registered post. Similarly, any notice or letter or communication is addressed to the First Party at the address shown above or changed address as may be intimated by the Owner in this behalf and sent by registered post.

XIV. MODIFICATION

48. No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by both Parties.

XV. INTELLECTUAL PROPERTY RIGHTS

49. The reports, documents, data, drawings, models etc which the Developer create or generate for the Project shall remain Developer's property and Developer is entitled to take them over any time.

XVI. INDEMNITY

50. The First Party shall jointly and severally indemnify, defend and hold Developer harmless from and against any claims, suits, demands, actions, damages, losses, costs and expenses, including but not limited to attorneys' fees and costs, incurred by the Developer its Affiliates, any of its customers or contractors as a result of any breach of the provisions of this Agreement or warranty or representation by the Owner.
51. That the said agreement is valid and shall be irrevocable, and no modification/alterations, etc. in the terms and conditions of the said

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agreement can be undertaken except after obtaining prior approval of DTCP Haryana.

XVII. VALIDITY

52. The Developer shall be responsible for compliance of all terms and conditions of license/provisions of Act of 1975 and Rules 1976 till the grant of final completion certificate to the colony or relieved of the responsibility by the DTCP, Haryana whichever is earlier.

XVIII. MISLLENEOUS:

53. That the First Party shall cooperate with the Second Party in completing all the documentation and the First Party shall be bound to sign the documents if required for any cases relating to Government/departments/authorities.

54. That both the parties agree to fulfil the conditions given in this agreement with mutual cooperation and diligence.

55. That the Second Party shall have the right to nominate/appoint their nominee and to sign agreements with anyone and to enter into collaboration with anyone after getting written permission from the First Party.

56. That the Second Party shall pay all the stamp duty or registration expense of this collaboration agreement.

57. Both the Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third party or violation any other agreement between the Parties, individually, and any other person organization, or business or any law or governmental regulation.

58. The First Party/Land-Owners agree to indemnity and hold harmless the Developer, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable

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legal fees and costs of any kind or amount whatsoever, which result from the negligence **or breach** of this Agreement by the Land-Owners, its respective successors and assigns that occurs in connection with this Agreement.

59. Both the parties have read, heard and understood at the conditions of this agreement and they are in consent towards this. They and their heirs shall remain responsible for the above conditions.

60. Developer cannot take any loan against first party name and land from any bank other authorities.

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

DRAFTED BY
Advocate
Gurgaon

Executants

For Land Owners/First Party

1. _____
2. _____

For Developer/Second Party

1. For Hemis Infrastructure And Developers _____
2. _____ Partner

WITNESSES:-

1. Name:
   Aadhar /Mobile No.
   Signature
2. Name:
   Aadhar /Mobile No.
   Signature

रोहतास सिंह नम्बरदार
फरूखनगर, गुरुग्राम
आधार–873570609959

LAND SCHEDULE FOR DDJAY PROJECT LOCATED AT VILLAGE SULTANPUR TEHSIL FARUKHNAGAR DISTRICT GURUGRAM HARYANA								
S.N.O.	OWNERS NAME	VILLAGE	MUSTIL NO.	RECTANGLE NO.	RAKBA (KANAL- MARLA- SARSAI)			Area in SQM
1	BAL KISHAN S/o	SULTANPUR	168	10/2	3	14		1,871.668
2	JAGDISH			11	6	13		3,363.944
	SRI KIRSHAN S/o			20	8	0		4,046.850
3	JAGDISH			26	1	16		910.541
4			169	6/2	3	1		1,542.862
5				15	7	12		3,844.508
6				16	8	0		4,046.850
7				17	4	0		2,023.425
8				24/1	3	8		1,719.911
9				25/1	4	0		2,023.425
			TOTAL		47	64	Acres	25,393.984
					50	4	6.275	**25,393.984**

For Hemis Infrastructure And Developers

Partner