



# Indian-Non Judicial Stamp Haryana Government



Date : 30/04/2021

Certificate No. G0302021D1699



GRN No. 76838512



Stamp Duty Paid : ₹ 1414000

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

## Seller / First Party Detail

Name: Ratti ram

-1.No/Floor : Na

Sector/Ward : Na

LandMark : Begampur khatola

City/Village : Kadipur

District : Gurugram

State : Haryana

Phone: 87\*\*\*\*\*04

## Buyer / Second Party Detail

Name : Evfyne Technologies Pvt Ltd

-1.No/Floor : 151

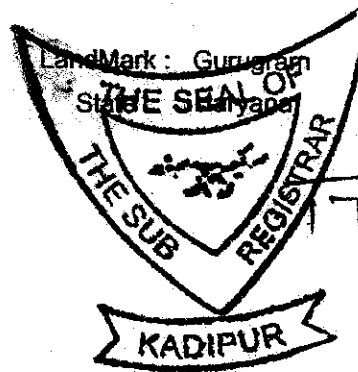
Sector/Ward : 52

City/Village : Gurugram

District : Gurugram

Phone : 87\*\*\*\*\*04

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>

## **COLLABORATION AGREEMENT**

THIS COLLABORATION AGREEMENT ("Agreement") is made and executed at Gurugram, on this 17<sup>th</sup> day of May, 2021.

### **BY & BETWEEN**

Sh Ratti Ram Son of Sh Shish Ram (Aadhar no. 736714073042, Pan no. AJYPR6080J) resident of village Begampur Khatolatchsil Kadipur and district Gurugram (hereinafter referred to as the "Owner" which expression shall unless repugnant or opposed to the context thereof, mean and include his heirs, transferees, successors, representative and assigns) of the **FIRST PART**.

AND

रति राम

For EVFYME TECHNOLOGIES PRIVATE LIMITED

Yashpal

Director

प्रलेख न:719

दिनांक:17-05-2021

**डीड संबंधी विवरण**

डीड का नाम **COLLABORATION  
AGREEMENT**

तहसील/सब-तहसील **कादीपुर**

गांव/शहर **बेगमपुर खटोला**

**धन संबंधी विवरण**

राशि 70625000 रुपये

स्टाम्प ड्यूटी की राशि 1412500 रुपये

स्टाम्प नं : g0302021d1699

स्टाम्प की राशि 1414000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:76838580

पेस्टिंग शुल्क 0 रुपये

Drafted By: C P Batheja Adv.

Service Charge:0

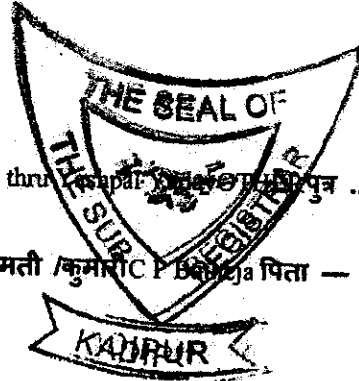
यह प्रलेख आज दिनांक 17-05-2021 दिन सोमवार समय 3:10:00 PM बजे श्री/श्रीमती /कुमारी Ratti Ram पुत्र Shish Ram निवास Vill. Begampur Khatola, Gurugram द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

*रती राम*

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

Ratti Ram



उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Evfyme Technologies P. Ltd. thru Khatola .. हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी C P Batheja पिता — निवासी Adv. Gurugram व श्री/श्रीमती /कुमारी Kavi Raj पिता Duli Chand निवासी 110 Sec-35 Narsingpur, Gurugram ने की। साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक 17-05-2021

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

**M/s. Evfyme Technologies Pvt Ltd**, a private limited company incorporated under provisions of the Companies Act, 1956, and having its Corporate Office at 151, Sector 52, Gurugram, through its representative Mr. Yashpal Yadav (Aadhar no. 803346180098 ) duly authorized by the Board of Directors vide Resolution Dated 12<sup>th</sup> May 2021 (hereinafter referred to as the '**Developer**', which expression shall, unless repugnant or opposed to the context thereof, mean and include its representatives, nominees, successors-in-interest, authorized entities, transferees and assigns) of the **SECOND PART**.

*[Hereinafter OWNER and the DEVELOPER are collectively referred to as 'Parties' and individually as "Party" as the context demands]*

**WHEREAS:**

- A. The Owner is the sole and exclusive owner and in possession of land admeasuring 22Kanal 12 Marla comprising in Khewat no.316Khata no.351Rect no.38Killa no.12 land measuring 8kanal0marla, Killa no 13/2/1 land measuring 2Kanal 16 Marla, Killa no 18/2 land measuring 3 Kanal6 Marla, Killa no 19 land measuring 7Kanal11 marla, Killano. 20/1 land measuring 0 kanal 19 marlafalling in Sector - 73, Village BegampurKhatola, Tehsil Kadipur Distt. Gurugram, Haryanatotal measuring 22kanal12marlaas described in **Schedule - I** hereunder and as marked in red in the Shajra Plan annexed as **Annexure - I** (hereinafter referred to as the "**Said Land**") and that the Said Land is duly recorded as such in the revenue records of the village.
- B. The Owner is desirous of developing the Said Land into a Plotted Commercial Colony ("**Project**") as may be permissible and approved however he is not equipped with necessary experience, knowledge and resourceswith regard to development of such a project. The developer and its associates/those claiming through the developer on the other hand hold the capacity andresources as well as experience in the field of land development. The developer is also interested in developing a Plotted Commercial Colony.

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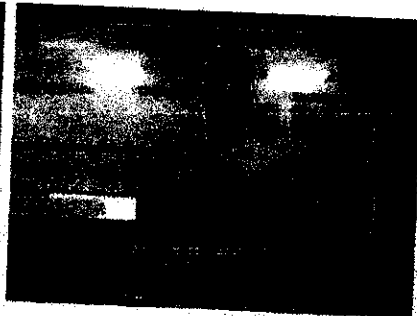
FOR EVFYME TECHNOLOGIES PRIVATE LIMITED

Yashpal

Director



पेशकर्ता



दावेदार



गवाह

रतीराम

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- Ratti Ram

दावेदार :- thru Yashpal Yadav OTHEREvfyme Technologies P.  
Ltd.

गवाह 1 :- C P Batheja

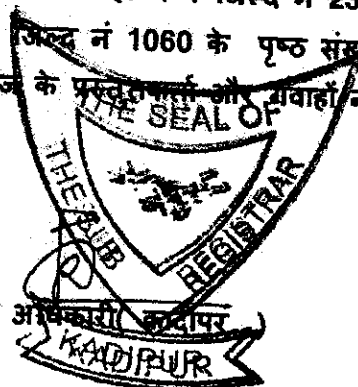
गवाह 2 :- Kavi Raj

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 719 आज दिनांक 17-05-2021 को बही नं 1 जिल्द नं 232 के पृष्ठ नं 28.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1060 के पृष्ठ संख्या 14 से 16 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 17-05-2021

उप/संयुक्त पंजीयन अधिकारी



Accordingly both the parties hereto having met with each other and having negotiated have decided to undertake the development work of the said land. The Developer assures and undertakes to the Owner that, barring any circumstance beyond its control, the Developer is fully equipped to obtain the license and complete the said commercial colony and for this purpose, would like to collaborate with the Owner.

- C. The owner has represented that the Said Land falls under appropriate zone of the Development/Master Plan of Gurugram and is capable of being developed as a Plotted Commercial Colony.
- D. The Owner has, further, represented to the Developer that the Said Land is free of all sorts of encumbrances, charges, disputes, liens, third party rights, encroachments, litigations, acquisition proceedings and properly demarcated on the ground with clear dimension etc. and he has free and marketable title to the Said Land. The developer has undertaken to verify and confirm the title of the owner with regard to the said land as well as the above stated representations of the owner, after the execution of this agreement. The developer shall also be entitled to seek demarcation of the said land at the site in order to establish the boundaries thereof.
- E. That with mutual consent the parties hereto have agreed that the most apt development of the said land would be under the Plotted Commercial Colony policy, 2018 of the state government of Haryana including all its modifications and amendments till date or any similar policy allowing development akin to commercial plotted colony. However, in case permission is not granted to develop the said land in terms of above mentioned policy or any other obstruction of any kind is found in development of the said land under the said policy or if the developer in its exclusive wisdom deems it proper, then the developer shall be entitled to develop the said land under any other policy and project as may be of any other nature.

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For EVFYME TECHNOLOGIES PRIVATE LIMITED

Yashpal

Director

- F. Accordingly the present collaboration agreement is being executed between the parties with the purposes of development of the said land under the said scheme.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. PROJECT**

- 1.1 That the developer shall develop and complete a commercial plotted colony upon the said land under the said scheme. The colony to be developed upon the said land under the said scheme or any other policy shall be deemed and considered as the project for the purposes of the present collaboration agreement.

- 1.2 The Project shall comprise of commercial plots to be developed upon the Said Land as may be planned by the Developer and approved by the concerned authorities. In pursuance of obligations undertaken by Developer and subject to the terms and conditions of this Agreement, the Owner hereby makes available the Said Land and places the same at the disposal of the Developer and also hands over the actual physical possession thereof to the developer, for the purpose of development into a Plotted Commercial Colony thereon in accordance with the terms of the Plotted Commercial Colony policy, 2018 of Haryana Government ("Scheme") or any other policy.

**2. GRANT OF DEVELOPMENT RIGHTS**

- 2.1 The Owner hereby entrusts and delivers the possession to the Developer exclusive right for development of the Said Land into a commercial plotted colony under the Scheme in accordance with the terms and conditions of the said Scheme as well as this Agreement.

The Developer on execution of this Agreement, shall be entitled to survey the Said Land, prepare the layout and service plans and development scheme for submission to the Director General, Town & Country Planning, Chandigarh ("DGTCP") and/or such other authority(s) as may be concerned in the matter for obtaining of requisite licenses,

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For EVFME TECHNOLOGIES PRIVATE LIMITED

Yashpal

Director

permissions, sanctions and approvals for development, construction and completion of the Project on the Said Land.

2.2 The Owner hereby agrees and undertakes not to disturb, interfere with or interrupt the planning, development/construction activity to be carried out by the Developer on the Said Land and/or commit or omit anything that would result in stoppage or delay of the planning, development/construction activity to be undertaken under this Agreement. The owner shall not interfere in possession of the developer, hereinafter.

2.3 That the developer, after this agreement, shall be entitled to undertake all steps such as survey, constructing a site office etc as may be required by the developer for implementing this agreement.

3. **LAYOUT**

3.1 The Developer at its own cost and expense shall design and draw out a layout plan of the Project with all the requisite facilities/amenities as per prescribed norms, rules and regulations and for this purpose, and shall be entitled to employ, engage architects, planners, consultants etc. The Owner agrees not to interfere in the design/plan of the layout plan of the Project.

3.2 The Developer shall be entitled, as may be considered appropriate by it, to make any modifications/ amendments in the layout plan of the Project any time before or after obtaining approvals within the permissible frame work of applicable laws, rules and bye-laws.

In the event of any default or breach of any Laws, Rule or Bye-laws, the Developer shall exclusively be liable and responsible for all the consequences keeping the Owner fully indemnified and harmless against the same.

4. **APPROVALS**

4.1 The Developer agrees to obtain at its own cost and expense all requisite permissions, sanctions and approvals including conversion of land use, LOI/License as may be required from the DGTCP and other concerned Authorities wherever required including but not limited to Ministry of Environment

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For EVFYME TECHNOLOGIES PRIVATE LIMITED

*Yashwanth*

Director

and Forests, Pollution Control Board, Haryana Urban Development Authority etc., for development of the Project on the Said Land.

- 4.2 The Developer shall at its own cost and expense prepare the requisite applications for License and submit the same to DGTCP along with all necessary documents and proof of title including latest copies of Jamabandi, Sijra duly attested by concerned authority etc., which have been provided by Owner to the Developer. All the necessary fees and expenses including scrutiny fees etc. as required shall be borne and deposited by the Developer. However if the presence of the owner is required or if any application, document etc is required to be signed/executed or provided by the owner, then she will remain liable to do so.
- 4.3 The Developer shall also be solely responsible for Registering the project and filing of forms and documents before appropriate authorities constituted under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") and compliances thereunder. The Owner shall not be responsible for compliance under RERA in any manner whatsoever including but not limited to maintenance of the Project for a period stipulated thereunder.
- 4.4 The Owner shall fully cooperate in the submission of necessary applications for approval and agree to provide all necessary documents and to sign and execute any applications, documents for the purpose and will also execute a Special Power of Attorney, simultaneously with the execution of this agreement. The power of attorney shall empower and authorize the Developer and its representatives to undertake, amongst others, the following activities:
- (i) Survey and demarcation of the said land.
  - (ii) Appointment and engagement of outside agencies, architects, contractors, engineers and other consultants, as may be required by the developer for obtaining the license.
  - (iii) To sign, execute and submit all papers, documents, deeds, letters, affidavits, no-objection certificates,

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For EVFYME TECHNOLOGIES PRIVATE LIMITED

Yashpal

Director



authorizations, undertakings and take such other actions as may be required for purposes of obtaining license.

- (iv) To do all acts which be requisite, needed, required for obtaining the license and to develop the said land. Furthermore, to sell, book, allot, mortgage the said land and plotted area, commercial areas etc that the powers mentioned above are representational and exhaustive powers which have been granted by the owner to the developer to the special power of attorney have been mentioned in the deed of attorney itself.

4.5 The Owners shall also execute and get registered a General Power of Attorney in favour of the Developer and its representatives simultaneously with the obtaining of license by the developer, for Marketing and Allotment of the Saleable Areas, to collect the sale proceeds and other charges from the customers/buyers in its own name and the execution and registration of allotment certificate and agreement, sale deeds, or other agreements/deeds, lease/ license of the Developer's Share for enabling the Developer to sell their share in the Project, to raise loans for developing the said land. The draft of the GPA has been negotiated and finalised amongst the parties hereto. The said general power of attorney shall further authorise the developer to undertake all acts and deeds to carry out the purposes of the present collaboration agreement. The said special power of attorney as well as the general power of attorney being coupled with consideration shall remain irrevocable in nature.

4.6 The Owner agrees to also sign/execute all applications, documents, affidavits, undertakings, agreements and all other deeds and documents as may be required or necessary for obtaining approvals and for the implementation of the terms of this Agreement.

4.7 The Developer shall be solely liable for obtaining, compliance with all terms and conditions and renewal of the approvals obtained by it under the provisions of this Clause including but not limited to approvals provided by the

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For EVFYME TECHNOLOGIES PRIVATE LIMITED

Yash Patel

Director

DGTCP and/or RERA authorities without any recourse of any manner to the Owner.

5. **DEVELOPMENT:**

- 5.1 The Developer agrees to obtain all requisite permissions, sanctions and approvals including renewals at its own cost and expense where necessary as may be required from all concerned Authorities including but not limited to conversion of land use, Letter of Intent (LOI)/License and sanction of plans for development of the Project.
- 5.2 That developer will endeavor to complete the project within 45 months from registration of this agreement, subject to force majeure.
- 5.3 The Developer shall secure all necessary permissions, approvals for installation of electric, water supply and sewerage connections to the Project, at its own cost and expense.
- 5.4 The Owner shall fully cooperate in the submission of necessary applications/ building/lay out plans for obtaining approvals including sanction of plans and agree to sign and execute any applications, documents etc as may be required by the Developer for that purpose, at the costs and expenses of the Developer.
- 5.5 The Developer represents and warrants to the Owner herein that it shall undertake entire development of the Project exclusively on its own cost in accordance with the applicable laws and the approvals, which shall include and not be limited to the following:
  - (a) To prepare the layout plans of the Project.
  - (b) To carry out the internal infrastructural work including laying of roads, street lights, water supply system, sewage collection system, storm water drains, recreation gardens, electric supply network, water harvesting etc. if required and as stipulated in the services estimate duly approved by the concerned authority. (hereinafter referred to as the "Development Work");

For EVFYME TECHNOLOGIES PRIVATE LIMITED

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Yash Patel

Director

- (c) To carry out Development Work in accordance with the plans that may be sanctioned by the Appropriate Authority with such alterations as may be desired by the Appropriate Authority
  - (d) To abide by all the terms and conditions of the License/LOI obtained for development of the Project and bear all approval related expenses of any nature, whatsoever.
  - (e) To bear, pay and discharge the entire cost of development of the commercial colony including fee of architects, surveyors, valuers, engineers, lawyers, consultants and/or any other professionals that may be engaged in connection with or for the development of the Project.
  - (f) To obtain the No Objection Certificate / Approvals / Clearance including Environmental Clearance etc if and as may be required and applicable for development of the colony and
  - (g) To obtain an Occupation/Completion Certificate in respect of each of the segments of the Project.
  - (h) To bear all any and all development charges qua its share, as may be levied in context of the license and the project.
- 5.7 On sufficient written notice, The Owner shall be entitled to visit the Project to see the progress of development, provided however that the Owner or anybody else claiming through or under them shall not cause any type of hindrance or interference in development activities or in the day to day functioning of the Developer.
- 5.8 The Developer subject to Force Majeure, will complete all the development works as may be required under the license, also as required by DTCP and RERA.

**6. SHARING OF AREAS:**

- 6.1 In consideration of the Owner granting the right to the Developer to develop the Said Land, the developer putting in its resources for development of the project and the owner contributing their land for the project; the Owner and the

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For EVFYME TECHNOLOGIES PRIVATE LIMITED

Yashpal

Director

Developer have agreed to share the commercial plots of the Said Land only. The Parties agree that Owner shall be entitled to 800 sq yds of the plotted area per acre of the said land utilized for the project ("Owner Share") together with all rights, liberties, privileges, easements with unfettered, unhindered and unrestricted right to use all common paths, passages, entrances, common space necessary for the enjoyment of such areas. In consideration of the Developer developing the Said Land at its own cost and expense, the Developer shall be entitled to all other, any type, kind and sort of areas sanctioned/ developed over the Said Land, including but not limited to plotted, commercial etc together with all other areas under community facilities etc, if any ("Developer's Share"). The Owner and Developer agree that if any FSI in addition to the existing FSI in respect of the said land becomes available in the future, the same shall be divided between the owner and developer in the same ratio as the present area is divided. The Developer shall have the right to deal with its share in the manner it deems fit at its sole discretion which shall however be in accordance with the terms of this Agreement, the Scheme and provisions of applicable laws. The owners and developers share are final.

That once layout plans have been sanctioned, the shares of the owner and the developer shall be identified by the developer and the land owner mutually or proportionately as per value and location

Apart from the identification of share of the owner, a separate document shall be prepared and executed by the developer wherein plot numbers, boundaries and areas of these plots falling to the shares of the owner shall be mentioned. In case exact plotted area is not capable of being granted, then the owner shall be liable to pay to the developer the cost of the excess area if any granted and similarly if the area is lesser than the entitlement of the owner, then the developer shall pay for the lesser area. In case modification or alteration of the layout plans is carried out by the developer (to its discretion), then the modification or the alteration, if

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Yashpal

Director

affecting the allotment of the share of the owners may lead to re-allotment of owner's share.

- 6.2 The Developer shall be entitled to retain, sell, lease, mortgage or otherwise dispose of Developer's Share in the Project, whether in whole or in part, to one or more parties and shall also be entitled to all income, gain, capital, appreciation and benefit of all kinds or description accruing, arising or flowing there from. However, it is clarified that the disposal of the areas by the developer shall not absolve the Developer from Complying with the Terms and Conditions of This Collaboration Agreement. The rights of the developer to deal, sell, allot, alienate its share shall accrue immediately after the applicable policies warrant exercise of such rights.
- 6.3 The Developer represents and warrants to the Owner herein that:
- a. The owner shall be contractually bound not to sell their share officially or otherwise, below the rates floated by the developer for the project. The owner shall be also be obliged to use the documentation finalised and prepared by the developer for the project. The owner shall also be bound to inform each and every sale of its share; to the developer and obtain endorsement of the developer with regard to such sale. All such valid sales of owner share shall be recorded by the developer in the records maintained by it regarding the said project. The plots to be allocated, allotted and transferred to the Owner's in terms of this Agreement shall be free from all encumbrances, liens charges, injunctions, lis-pendence, mortgages, acquisitions, attachments and/or limitations of any nature whatsoever. In such event the Developer shall have no liability towards any third party on account of the Developer executing any documents in favour of such third party at the request of the Owner.
  - c) No preferred location charges ("PLC") shall be charged by the Developer on the plots/area falling to Owner's Share.
  - d) The Developer shall not charge any transfer charges on first transfers of the plots forming part of the Owner

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For EVFYME TECHNOLOGIES PRIVATE LIMITED  
Yashpal  
Director

Share. maintenance charges of the plots forming part of the Owner Share shall be payable as applicable on all areas sold to any third party, by such third party at the decided rates to the Developer. In case of any charges payable to/levied by the Government for such a transfer, the same shall be payable by the Owner/its transferees.

- e) The Developer shall not differentiate the area falling to Owner' Share from the rest of the Project in any manner whatsoever, and shall provide all services uniformly to all the areas of the Project;
  - f) All bookings, allotment etc. for sale and marketing of the Project shall only be done after procurement of the License and obtainment of the requisite approvals from the RERA Authorities in the state of Haryana;
- 6.4 The Owner and Developer agree that all the taxes, duty, fee, charges etc. like Stamp duty, Registration fee, GST on the purchase of property etc. shall be borne by the prospective buyers/ allottees of the project. However in case the owners transfers/assigns/sells/alienates plotted areas falling to hisshare then the developer will be entitled to charges applicable development charges from the transferees, assigns etc as the case may be.
7. **WORK FORCE**
- 7.1 The Developer shall be entitled, at its own cost and expense, to engage contractors, sub-contractors etc. for the purpose of carrying out development on the Said Land. The Developer alone shall be responsible and liable for bearing all costs and expenses for payment of any /all the dues of the contractors/sub-contractors or the labourers. The Developer shall be responsible for compliance of applicable laws including the applicable laws in relation to engagement of such contractors, sub-contractors or labour etc.
- 7.2 The Developer shall be entitled to employ engineers, architects, and consultants, skilled and unskilled workers to carry out and complete development of the Project under the terms of this Agreement.

For EVFYNE TECHNOLOGIES PRIVATE LIMITED

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Yashpal  
Director

- 7.3 It will be the exclusive obligation of the Developer to abide by all statutory provisions regarding the employment of such workers and payment of their dues in time. No liability of any nature whatsoever for any reason shall be fastened on the Owner in case of non-compliance of any statutory compliances, except for those which are mandatorily or statutorily required to be borne by the owner.

8. **COSTS**

- 8.1 That the Developer agrees to develop the Project, at its own costs, charges, fees, rates, taxes, cess and/or expenses and with its own resources on the Said Land.
- 8.2 The External Development Charges ("EDC"), Infrastructure Development Work and the Internal Development charges ("IDC") for the Said Land/Project wherever applicable shall be initially borne and paid by the Developer.
- 8.3 The Developer shall bear all costs and expenses pertaining to the development of the Project, including cost and expense and the fees of the Architects, Engineers, Consultants and staff/work force for the preparation of layout, zoning and service plan etc. and obtaining of approvals including payments of submission fees, scrutiny fees, conversion and License fees shall be borne and paid by the Developer.
- 8.4 All costs and expenses relating to internal development of the Said Land including costs of materials, inputs, labour supervision, installation of electric sub-stations, transformers, horticulture as approved in the Service Estimates shall be borne and paid by the developer.

9. **REPRESENTATIONS AND WARRANTIES BY THE OWNER**

The Owner represents and warrants to the Developer as follows:

- (i) The Owner are the absolute owner of the Said Land and is in uninterrupted possession, use and occupation of the Said Land; That as of now the said land lies on 60 mt wide road.

For EVFYME TECHNOLOGIES PRIVATE LIMITED

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*Yashpal*

Director

- (ii) The description of the Said Land set forth in the Schedule is true, accurate and complete and comprises of all of the land and premises vested in, occupied or used by, or in the possession of, the Owner.
- (iii) The Owner is fully entitled to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Owner.
- (iv) The Said Land is currently free from all encumbrances, attachments, claims, liens, hindrances, lis-pendens, minor claims, court or other attachments, easement, license, encroachment or dispute relating to boundary and partitions, prior agreements, pre-emption, option, joint family interests, claims on account of partition, inheritance, reservation clearly demarcated in the government records as well as on the ground etc. and other charges of any nature whatsoever and howsoever and that there is no defect in the title of the Owner of the Said Land.
- (v) At the time of execution of this Agreement or prior thereto or after the execution of this agreement, the Owner has not agreed to sell or transfer whole or portions of the Said Land with any third parties and have not/will not executed/execute any other power of attorney or other agreements empowering any person/s to deal with the Said Land.
- (vi) The Owner is in possession and enjoyment and personal occupation of the Said Land; However if there is a temporary structure upon the said land then the owner will remove it within 10 days of registration of collaboration agreement, as stated above.
- (vii) The Said Land is not a land in respect of which there is a prohibition regarding sale or transfer and there is no bar or prohibition to acquire, holds, transfer or sell the Said Land.
- (viii) There are no pending legal proceedings, litigations, suits, claims etc. with respect to the Said Land or any portions thereof;

For EVFYME TECHNOLOGIES PRIVATE LIMITED

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Yasir Patel  
Director



- (ix) The Owner has not received any notice of acquisition or requisition in respect of the Said Land or any part thereof;
- (x) All property taxes and cess in respect of the Said Land have been duly and punctually paid as on the date hereof, and the Owner shall be liable to make payments of the same till the date of execution of this Agreement. It is clarified that the Owner shall only be liable for any outstanding in this respect, including penalties and arrears, if any, till the date of completion. Payment of property taxes and cess in respect of the Said Land post project shall be sole responsibility of the Developer.
- (xi) The Owner shall execute irrevocable Special Power of Attorney and irrevocable General Power of Attorney in favour of the Developer in terms of this Agreement. The Owner shall not jointly or severally undertake any action which is deemed or is construed to be a contravention of any of the terms of the License, and further agree and undertake to abide by all the terms and conditions of the License obtained for the development of the Project.

10. **INDEMNITIES**

10.1 **DEVELOPER'S INDEMNITY**

- (1) The Developer shall observe and comply with all applicable laws including but not limited to RERA, rules, regulations, terms and conditions of License, the layout plans and other statutory provisions including statutory payments as demanded in LOI/License of the Project. The Developer shall keep the Owner indemnified against any losses, damages, consequences arising either out of any violations of statutory provisions, payments, conditions of License or on account of failure to fulfill its obligations pertaining to the Project.
- (2) All claims whatsoever made by any party concerned with development of the Project including but not limited to by contractors, sub-contractors, suppliers of materials, labourers / workmen, allottees etc., except those attributable solely to title of Said Land, shall be borne and paid by the Developer. The

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Developer shall keep the Owner fully indemnified against all such claims and demands whatsoever.

- (3) The Developer undertakes and confirms that it shall handover the peaceful physical possession to the Owner of the developed plots falling to the share of Owner, as soon as the rules allow so.
- (4) Development of the Project being responsibility of the Developer, the Developer shall be liable to indemnify and hold harmless Owner and their representatives from and against any and/or all losses, liabilities, claims, costs, charges, actions, proceedings or third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Owner due to any non-compliance of relevant statutes, laws, bye-laws including labour laws by the Developer in the course of development of the Project. Further, the Developer alone shall be responsible and liable for 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, payment of wages, compensation, welfare, etc., and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on the Owner.
- (6) The Developer, in its capacity as a developer in terms of this Agreement, shall not do or cause to be done any act, omission or thing which may in any manner contravene any rules, law or regulations or which may amount to misuse of any terms hereto or breach of any other provisions of law. In case of non-performance or non-observance of any such rules, regulations or law, then the entire liability in that behalf shall be incurred and discharged by the Developer, and furthermore, the Developer undertakes to keep the Owner harmless and indemnified against all claims and demands resulting from

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Jash Paul

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such non-performance and non-observance of such rules, regulations or law in terms of this clause.

- (7) The Developer shall keep the Owner indemnified against any claims, losses, damages as may be caused to them on account of Developers breach of all/any of the terms of this Agreement or representations and warranties contained in this Agreement.

**10.2 OWNER' INDEMNITY**

(1) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer and/or its buyers solely on account of any defect in Owner's title or physical possession on ground to the Said Land or the existence of any encumbrances thereon or encroachment or any dispute regarding demarcation of the said land.

(2) The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer on account of Owner' breach of all/any of the representations and warranties contained in this Agreement.

- 10.3 The Parties to this Collaboration Agreement mutually agree that, any litigation on account of the title or possession (by any 3<sup>rd</sup> party) Said Land shall be borne entirely by the Owner including all costs and expenses.

**11. BANK GUARANTEE**

- 11.1 Any bank guarantees required for payment of EDC/IDC and carrying out internal development or any other obligation required by any authority, shall be furnished by the Developer only. All costs, expenses including any margin money to obtain any Bank Guarantee for EDC, IDC and internal development shall be borne and paid by the Developer only.

**12. SECURITY DEPOSIT/REFUND**

- 12.1 That upon the execution of the present collaboration agreement the developer has made a payment of ₹ 14,95,00,000 /-(Fourteen Croreninety-five lacs only) to the owner (security deposit). This amount remains part consideration for entering upon the present collaboration

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Jashwanth

Director

agreement by the owner with the developer and Security deposit which has been paid in the following manner: -

Cheque Number	Dated	Drawn On	Amount
014835	30/04/2021	Axis Bank	3,00,00,000/-
014836	30/04/2021	Axis Bank	3,00,00,000/-
014837	30/04/2021	Axis Bank	3,00,00,000/-
014838	30/04/2021	Axis Bank	3,00,00,000/-
014839	30/04/2021	Axis Bank	2,95,00,000/-

That the security deposit shall remain adjustable and/or refundable as the case may be. That on the developer being successful in obtaining a license for development of the said land, the security deposit shall be considered, deemed and treated as entire sale consideration, paid in advance, towards developed plotted area measuring 525 yd<sup>2</sup> in the said project from the share of the owner, to be transferred to the developer. That out of the total area which may fall to the share of the owner in terms of the present collaboration agreement, an area measuring 525 yd<sup>2</sup> of developed plotted area shall be transferred/shall become under entitlement and ownership and possession of the developer in lieu of the aforementioned amount of ₹ 14,95,00,000/- (Fourteen Crore ninety-five lacs only). At any point of time, if the developer requires any particular document to be executed for confirming the entitlement and title of the developer with regard to the aforementioned 525 yd<sup>2</sup> area then the owner shall be bound to execute and get registered (if required) such a document. In case the purposes of the present collaboration agreement do not go through on account of any fault not

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Director

attributable to the developer or the land owner then the security deposit shall be refundable by the owner without interest with a period of 180 days of a notice being received in this regard issued by the developer to the owner. This clause shall remain specifically enforceable.

- 12.2 The Owner shall not be entitled to refunds, if any, of any amounts deposited by the Developer with various authorities in the name of the Owner for seeking approvals etc. If refunds are received in the names of the Owner, those shall be reimbursed by the Owner to the Developer within 7 days of receipt of money from such authorities. This shall however be subject to the Developer abiding with the terms of this Agreement.

13. **CONSIDERATION:**

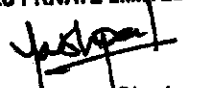
- 13.1 The consideration on the part of the Owner includes provision of the Said Land, payment of security deposit and getting the developed plots in lieu thereof from the Developer in terms of this Agreement.
- 13.2 The consideration on the part of the Developer includes retaining of the entire land/project as may remain after allotting the owners share in terms of the present collaboration agreement and undertaking the Development Work on the Said Land including but not limited to planning and preparation of the layout plans, service plans, obtaining of all approvals including conversion of land use, License for the colony, carrying out internal development of the Project as its own cost and including deposit of scrutiny fee, License fee and conversion fees, with the concerned Authorities, and all other obligations undertaken by the Developer in terms of this Agreement and the terms and conditions of the License.

14. **MARKETING**

- 14.1 Marketing of the Owner Share shall be exclusively carried out by the Developer as per mutually agreeable terms and conditions.

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- 14.2 All necessary documents/agreements, conveyance deeds for bookings/sale of plotted areas shall be prepared by the Developer and the same will be adopted by the owner, to maintain uniformity of general terms including maintenance of the Project.

15. **MAINTENANCE OF THE PROJECT**

- 15.1 All the common areas and facilities of the Project like roads, water and sewerage lines, street lighting, parks etc. shall be maintained by a maintenance agency till handed over to the concerned Local Body/Authority or the Residents Welfare Association of the Project. All plot holders including the owner shall be liable to pay maintenance charges for their respective plots/areas.
- 15.2 The Owner acknowledges and agrees that terms of Allotment Agreement, Conveyance Deed, Maintenance Agreement, Electricity Supply Agreement of the areas falling within the Owner's Share, whether retained for self-use, or transferred or gifted to 3<sup>rd</sup> party, shall be at par with the areas falling in the Developer's Share. The Owner agrees and undertakes that all the aforesaid agreements shall be signed and executed by the Owner and/or its nominees/allottees without demur as and when requested by the Developer and all expenses in relation to the same shall be borne solely by the Developer.

16. **TAXES**

- 16.1 All taxes, levies or any other type of financial obligations of the Owner with reference to the Said Land, up to the date of signing of this Agreement, incurred/ to be incurred shall be met and discharged by the Owner. After signing of this Agreement all such levies and taxes will be paid by the Developer for all the areas. The Owner and Developer undertake to keep each other fully harmless and indemnified against any liability or financial obligations on this account respectively. The Owner and/or buyers of their share of areas shall also be liable for all taxes including property taxes, charges, levies or any outflows in respect of their areas in the Project from the date these are levied/made applicable. Similar taxes, charges, liabilities relating to Developer's

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share of areas shall be met by the Developer or the buyers of its share of areas.

- 16.2 The parties shall be individually liable for all taxes including property taxes, charges, levies or any outflows after obtaining Completion Certificate, in respect of their share of areas in the Project from the date these are levied/made applicable and might be passed on to the buyers as may be decided by them.
- 16.3 The Parties have mutually agreed that the taxes relating to development work like works contract tax, service tax/GST as applicable on contractor's bill etc. shall be borne by the Developer for the entire Project including the Owner Share.
- 16.4 That the Parties hereto shall be liable in respect of income tax for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.

17. **RAISING OF LOANS**

The Developer shall be entitled to raise loans in its own name from the bank / financial institutions for development of the Said Land only by mortgaging the Said Land excluding the plotted areas forming part of the Owner Share. There shall be no liability on the Owner for re-payment of the loans or any interest thereon. The intending customer/buyer of Developer shall be entitled to raise loans in its own name from the bank / financial institutions for purchasing the Plot/s and commercial area to be developed by Developer in the area falling in its share (Developer's Share) by mortgaging their Plot(s), commercial area and the Owner shall facilitate the same and agrees to sign/execute all such documents, application etc as may required for sanction/disbursement of the loan without assuming any liability in relation thereto. The Developer shall be entitled to issue no objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in respect of areas falling in Developer share in favour of any banks/financial institutions without creating any liability on the Owner

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18. **EXECUTION OF SALE DEEDS**

- 18.1 Upon receipt of the License, the Developer shall be entitled to execute and get registered appropriate sale/conveyance deeds (on the basis of POAs) in respect of the Developer's Share in the Project in favor of its buyers at the cost and expense of the buyers in terms of the allotment agreement to be entered with the prospective buyers of the Project, in accordance with applicable laws.

19. **GENERAL**

- 19.1 The name of the Project shall be decided by the Developer.
- 19.2 That since considerable expenditure, efforts and expertise is involved in obtaining the Licenses for the Project, it is the condition of this Agreement that, the Owner or their nominee or legal heirs will not cancel / terminate or back out from this Agreement. However, in case the Owner, their nominee or legal heirs cancel or back out from this Agreement, in that event the Developer besides its other rights will be entitled to get the said agreement enforced through process of law at the cost and risk of Owner and during pendency of the said proceedings, the Owner shall not enter into any agreement with respect to the Said Land with any third party.
- 19.3 The Developer/ Second party follow the all term and condition of the license and also follow the all provisions & rules of The Haryana Development and Regulation of Urban Areas Acts 1975 & and The Haryana Development and Regulation of Urban Areas Rules 1976 and obtain the completion certificate. Developer bind from all provision & rules of The Haryana Development and Regulation of Urban Areas Acts 1975 & and The Haryana Development and Regulation of Urban Areas Rules 1976 till the DTCP not relieve of them.
- 19.4 That this collaboration agreement is irrevocable, barring any breach by either of the parties hereto and subject to a cure notice of appropriate period. The provision or any clause of this agreement will not be changed/amended without getting the prior permission of the DTCP.

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Director



- 19.5 The Owner agrees that if, there be any claim, demand, tax litigation or any other court order of any nature whatsoever against them, then it is a condition of this Agreement that the work of development and / or its completion of the Project and / or any other matter incidental to this Agreement shall not, at any time or during development or after the completion of or on handing over possession to the intending purchasers, be stopped, prevented, obstructed or delayed in any manner whatsoever. It is agreed that such claims, outstanding demands, litigation, and / or courts decree shall only be met and satisfied out of Owner Share in the Said Land and / or proceeds there from.
- 19.6 That this Agreement records the complete agreement between the parties and supersedes all provisions, correspondence, undertakings, agreements, letters, papers or documents exchanged and/or executed by the parties. That in case any amendment is to be made to the Agreement, the same shall be with mutual consent of the parties and shall be in writing and got signed by the parties.
- 19.7 No amendment or modification in this Agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representative of each party and such writings are expressly stated and accepted as being an amendment to the Agreement
- 19.8 If any provision of this Agreement shall be determined to be void or un-enforceable 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.
- 19.9 The Owner and the Developer have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as an agency between the Owner and the Developer nor shall the Owner and the Developer in any manners construe it as an association of persons unless and

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except to the extent specifically recorded herein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.

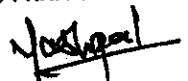
- 19.10 That if any provision of this agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision shall be replaced with a provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision.
- 19.11 That each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative, and the exercise or forbearance of exercise by either party of one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.12 Unless otherwise state, each notice to be made hereunder shall be made in writing by the authorized signatory but unless otherwise stated, may be made by Email or Speed Post, provided however that any notice under this Agreement is sent by Email, shall simultaneously be sent by speed post as well. A notice shall be deemed to have been duly served upon receipt and dispatch by Speed Post shall be conclusive proof of its receipt by the addressee. Such communications shall be at the addresses which are as follows:

**If to First Party:**

Name : Ratti Ram Son of Sh Shish Ram  
Address : Resident of village BegampurKhatola tehsil  
Kadipur and district Gurugram HR  
Email ID :

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Director

**If to Second Party:**

Name : Mr Shikhar Yadav  
Address : Plot no P-151, Sector 52, Gurugram HR  
Email ID : Evfyme@gmail.com

Any communication or document to be made or delivered by one Party to the other pursuant to this Agreement shall be made or delivered to the other Party at its address specified above. In case of change in address such other address shall be notified by that Party to the other Party by giving not less than 15 days' notice of such change of address, and shall be deemed to have been made or delivered (i) in the case of any communication made by Email when transmitted, and (ii) in the case of any communication made by letter; when left at that address or otherwise received by the address.

**20. FORCE MAJEURE**

The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), by enemy action or natural calamities or Act of God, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or departmental delays or any other reason beyond the control of the developer.

**21. DISPUTE RESOLUTION**

- 21.1 In case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim amicably. In the event no amicable resolution or settlement is reached then such dispute shall be subject to jurisdiction of the Courts at Gurugram Haryana and higher courts shall have jurisdiction in relation to such matters.

For EVFYME TECHNOLOGIES PRIVATE LIMITED

*Yashpal*  
Director

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That in case either party to this contract commits breach of any term/condition recited herein, in that event the aggrieved party shall be entitled to proceed with the remedy provided under this Agreement through due process of law at the cost and expense of the defaulting party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made in English, and executed by both parties or their respective duly authorized representative on the day, month and year first above written.

Owner's/ First Party  
Party Witness :

Developer/Second

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1. ~~Dooleep~~ C.P. Bhatnagar & Co.
2. ~~HP~~ H.P. -

Kauri Raj S/o  
Dudi Chand R/o  
110, Near Busstand  
Sector 35, Naraina  
Gurgaon

Bhuj

Balraj S/o Rati Ram  
R/o Vill. Begampur  
Jharkhand Teh Kadipur  
Distt Gurgaon

For EVFYME TECHNOLOGIES PRIVATE LIMITED



Director