

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 30/12/2021

Certificate No. G0302021L1632



GRN No. 85673745



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Evfyme technologies pvt ltd
H.No/Floor : 151 Sector/Ward : 52 LandMark : 0
City/Village : Gurgaon District : Gurgaon State : Haryana
Phone: 72*****56



Buyer / Second Party Detail

Name : Ashish ahlawat
H.No/Floor : 1504 Sector/Ward : 17c LandMark : 0
City/Village: Gurgaon District : Gurgaon State : Haryana
Phone : 98*****67

Purpose : submission of form LC IV D IN DTCP CHANDIGARH

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FORM LC-IV-D [See Rule 11(1)(h)]

Bilateral Agreement by owner of land intending to set up a Commercial colony

This agreement made on ^{24th} day of February, 2022. Particular in Collaboration with
between M/S EVFYME Technologies Pvt. Ltd.
having its registered office at 151, Sector 52, Gurugram 122001 through its Authorized
Signatory Mr. Ashish Ahlawat R/o Hno. 1504, Sector 17c, Gurugram (hereinafter called the
"owner") of the one part

AND

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana
(hereinafter referred to as the "Director") of the other part.

Whereas in addition to agreement executed in pursuance of the provisions of rule-11 of
the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter
referred to as the " Rules") and the conditions laid down therein for grant of licence, the
owner shall enter into a bilateral agreement with the Director for carrying out and
completion of the development works in accordance with the licence finally granted for
setting up of a Commercial colony on the land measuring 2.825 acres falling in the revenue
estate of village Begampur Khatola, Sector-73, district Gurugram .

For EVFYME Technologies Pvt. Ltd.

Director/Authorised Signatory

**Director
Town & Country Planning
Haryana, Chandigarh**

AND WHEREAS the bilateral agreement mutually agreed upon and executed between the parties shall be binding on the owner:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure hereto on the fulfillment of the conditions of this bilateral agreement, the owner, his partners, legal representatives, authorized agents, assignees, executors etc. shall be bound by the terms and conditions of this bilateral agreement executed by the owner hereunder covenanted by him as follows:

(i) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereunder:-

(ii) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. 416.385 lacs per gross acre for commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in 12 equal quarterly instalments of ~~8.3%~~ each in the following manner :-

(a) First instalment shall be payable within a period of thirty days from the date of grant of licence.

(b) Balance ~~91.6%~~ in Eleven equal quarterly instalments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 416.385 lacs per gross acre for commercial colony, However at the time of grant of occupation certificate nothing will be outstanding as EDC.

(c) The owner shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs.416.385 lacs per gross acre.

(iii) The external development charges rates are under finalization. In the event of increase tentative external development charges rates, the owner shall pay the enhanced amount of external development charges and the interest on instalment if any, from the date of grant of licence.

(iv) That the owner shall specify the details of Calculations per Sqm/ Per Sq ft which is being demanded from the commercial site owners on the account of EDC/IDC, if being charged separately as per rates fixed by the Govt.

(v) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid licence and bank guarantee.

(vi) The unpaid amount of external development charges would carry an interest at a rate of 15% per annum and in case of any delay in the payment of instalments on the due date an additional penal interest of 3% per annum (making the total payable interest 18% simple per annum) would be chargeable up to a period of three months and an additional three months with the permission of Director.

(vii) That the owner shall derive maximum net profit @ 15% of the total project cost of development of the above noted industrial colony after making provisions of statutory taxes. In case, the net profit exceeds 15% after completion of the project period, surplus amount shall be deposited, within two months in the State Government Treasury by the Owner.

Director
Town & Country Planning
Haryana, Chandigarh

For EVFYME Technologies Pvt. Ltd.

Director/Authorised Signatory

- (viii) The owner shall submit the certificate to the Director within thirty days of the full and final completion of the project from a Chartered Accountant that the overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme. Provided that the coloniser shall have the option to either to deposit the Infrastructure Augmentation Charges as applicable time to time at any stage before grant of such completion certificate and get the exemption of the restrict of profit beyond 15% or deposit the amount as per terms and conditions of the agreement.
- (ix) In case Haryana Urban Development Authority executes external development works before final payment of external development charges, the Director, shall be empowered to call upon the owner to pay the balance amount of external development charges in lumpsum even before the completion of licence period and the owner shall be bound to make the payment within the period so specified.
- (a) Enhanced compensation on land cost, if any, shall be payable extra as decided by Director from time to time.
- (b) The owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidhyut Parsaran Nigam. If the owner fails to seek electric connection from Haryana Vidhyut Parsaran Nigam the Director, shall recover the cost of from the owner and deposit the same with Haryana Vidhyut Parsaran Nigam. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the " electric (distribution) services plan/estimates" approved from the agency responsible for installation of " external electrical services" i.e. Haryana Vidhyut Parsaran Nigam / Uttari Haryana Vidhyut Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
- (c) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and owner shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- (d) That the owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility.
- (e) That the owner shall be individually as well as jointly be responsible for the development of commercial colony.
- (f) That the owner shall complete the internal development works within one year of the grant of the licence.
- (g) That the owner shall deposit service charges @ Rs. 10/- square meters of the total covered area of the colony in two equal instalments. The first instalment of the service charges would be deposited by the owner within sixty days from the date of grant of licence and the second instalment within six months from the date of grant of the licence. The unpaid amount of service charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of instalments.

Director
Town & Country Planning
Haryana, Chandigarh

For EVFYME Technologies Pvt. Ltd.

Director/Authorised Signatory

- (h) That the owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (i) That the owner shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the development works and the owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the licence granted.
- (j) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.
- (k) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urban Development Authority and the same is made functional.
- (l) That the owner / Developer shall intergrate the bank account in which 70 percent allottees receipts are credited under section - 4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/ payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to EDC head in the state Treasury.
- (m) That such 10% of the total receipt from each payment made by the allottee which is received by the department shall get automatically credited, on the date of receipt in the Govt treasury against EDC dues.
- (n) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
- (o) That the implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to owner/developer. The owner/developer shall continue to supplement such automatic EDC deduction with payment from its own funds to ensure that by the EDC instalments that are due for payment that paid as per the prescribed schedule.

2. That owner shall convey "ultimate power load requirement" of the project to the concerned power utility with the copy to the director within two months period from the date of grant of licence to enable provisions of the site in Licenced Land for transformer/ switching station/ electric substation as per the norms prescribed by the Power Utility in the zoning plan of the project.
3. Provided always and it is hereby agreed that if the owner commits any breach of the terms and conditions of this bilateral agreement or violate any provisions of the Act or the Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to the owner.
4. Upon cancellation of the licence under clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976, as amended up to date, the bank guarantee in that event shall stand forfeited in favour of the Director.
5. The Stamp duty and registration charges on this deed shall be borne by the owner.
6. The Expressions 'The Owner' hereinabove used shall include his heir, legal representative and successors and permitted assignees.
7. After the layout plans and development in respect of the commercial colony have been completed by owner in accordance with the approved plans and specifications and a

Director
Town & Country Planning
Haryana Chandigarh

For EVFYME Technologies Pvt. Ltd.

Director/Authorised Signatory

completion certificate in respect thereof issued, the Director may, on an application in this behalf, from the owner, release the bank guarantee or part thereof as the case may be, provided that the bank guarantee equivalent to 1/5 amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibility in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the owner.

8. That any other condition which the Director may think necessary in public interest can be imposed.

9. That the owner shall pay the labour-cess charges as per the prevalent policy.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. Signature [Signature] Name Avi Yadav Date _____
Address Gurgaon
2. Signature [Signature] Name Pulkit Aggarwal Date _____
Address Gurgaon
1. Signature _____ Name _____ Date _____
Designation _____
2. Signature _____ Name _____ Date _____
Designation _____

Signature

Name

Date

Address of the owner



For EVFME Technologies Pvt. Ltd.

Director/Authorized Signatory

DIRECTOR TOWN AND COUNTRY PLANNING HARYANA, CHANDIGARH

FOR and on behalf of the Governor of Haryana.

Director
Town & Country Planning
Haryana, Chandigarh

Non Judicial	 Indian-Non Judicial Stamp Haryana Government 	Date : 30/12/2021
Certificate No.	G0302021L1678	Stamp Duty Paid : ₹ 101 (Rs. Only)
GRN No.	85674291	Penalty : ₹ 0 (Rs. Zero Only)
<u>Seller / First Party Detail</u>		
Name:	Evfyne technologies pvt ltd	
H.No/Floor :	151	Sector/Ward : 52 LandMark : 0
City/Village :	Gurgaon	District : Gurgaon State : Haryana
Phone:	72*****56	
<u>Buyer / Second Party Detail</u>		
Name :	Ashish ahlawat	
H.No/Floor :	1504	Sector/Ward : 17c LandMark : 0
City/Village:	Gurgaon	District : Gurgaon State : Haryana
Phone :	98*****67	
Purpose :	SUBMISSION OF form LC IV IN DTCP CHANDIGARH	

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

FORM LC-IV

(See rule 11)

Agreement by owner of land intending to set up a colony

This agreement made on 24th day of February, 2022, Patti Ram in Collaboration with between M/S EVFYME Technologies Pvt. Ltd. having its registered office at 151, Sector 52, Gurugram 122001 (hereinafter called the "Developer") which expression shall unless repugnant to the subject or context shall mean and include their successor, administrators assigns, nominees and permitted assignees acting through its authorized signatory namely Mr. Ashish Ahlawat R/o Hno. 1504, Sector 17c, Gurugram of the one part.

AND

The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the "Director") of the other part.

Whereas the owner is in possession of or otherwise well entitled to the land mentioned in Annexure A hereto for the purposes of developing and converting it into a commercial plotted colony;

And whereas under rule 11, of the Haryana Development and Regulation of Urban area Rules 1976 (hereinafter referred to as the said 'Rules') one of the conditions for the grant of licence is that the owner shall enter into an agreement for carrying out and completion of development works in

For EVFYME Technologies Pvt. Ltd.

Director/Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

accordance with the licence finally granted for setting up a colony at Begampur Khatola, Sector - 73 district Gurugram.

NOW THIS DEED WITNESSETH AS FOLLOWS

In consideration of the Director agreeing to grant licence to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfilment of all the conditions laid down in rule 11 by the owner the owner hereby convents as follows: -

- (i) That the owner undertakes to pay proportionate external development charges as per rate, schedule, terms and conditions hereunder:-
 - (a) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. 416.385 lacs per gross acre for commercial colony. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of licence or in eight equal quarterly instalments of ~~8.34%~~ each in the following manner :-
 - (i) First instalment shall be payable within a period of thirty days from the date of grant of licence.
 - (ii) Balance ~~91.6%~~ in Eleven equal quarterly instalments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. 416.385 lacs per gross acre for commercial colony, However at the time of grant of occupation certificate nothing will be outstanding as EDC.
 - (b) For the grant of completion certificate, the payment of EDC charges shall be prerequisite alongwith valid licence and Bank Guarantee.
 - (c) The unpaid amount of EDC will carry an interest at a rate of 12% per annum (simple) and incase of any delay in the payment of installments on the due date, an additional penal interest of 3% per annum (making the total payable interest @ 15% simple per annum) would be chargeable up to a period of three months and an additional three months with the permission of director.
 - (d) Incase Haryana Shehari Vikas Pradhikaran executes External Development Works before the final Payment of EDC the director shall be empowered to call upon the Owner to pay the balance amount of EDC in the lumpsum even before the completion of licence period and the Owner shall be bound to make Payment within the period so specified.
 - (i) Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director General, from time to time.
 - (ii) The Owner shall arrange the electric connection from outside sources for electrification of their commercial colony from H.V.P.N.L., if the owner fails to seek electric connection from H.V.P.N.L., then the Director General shall recover the cost from the owners and deposit the same with H.V.P.N.L., However, the installation of the Haryana and compete the same before obtaining completion Certificate for the commercial colony.
 - (iii) That the rates, schedule, terms and conditons of EDC may be revised by the Director, during the period of the licence as and when necessary and the owners shall be bound to pay the balance of enhanced charges, if any, in accordance with the the rate schedule and the terms and conditions so determined by the Director.
 - (iv) That the owner shall responsible for the maintenance and up keep of all roads and public health services for a period of five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of this responsibility, when the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be.

For EVFYME Technologies Pvt. Ltd.

Director/Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

- (v) That the owner shall be individually as well as jointly be responsible for the development of the commercial plotted colony.
- (vi) That the owner shall complete the internal development works within initial validity of grant of licence.
- (vii) That the owner shall be deposit Infrastructure Development Charges at the rate Rs. 1000 per square meter of the total covered area of the commercial plotted colony in two equal installments. The First instalment of the Infrastructure Development Charges would be deposited by the owners within 60 days from the date of grant of licence and the second instalment with six months from the date of grant of licence. The unpaid amount of infrastructure Developments charges shall carry an interest @ 18 % (simple) per annum for the delay in payment of instalment
- (viii) That the owner shall carry out, at his own expense any other works which the Director may think necessary and responsible in the interest of proper development of colony.
- (ix) That the owner shall permit the Director or any other officer authorized by him in his behalf to inspect the execution of the development works and owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
- (x) That without prejudice to anything contained in this agreement, all the provisions contained in the act and these Rules shall be binding on the owner.
- (xi) That the owner shall make his own arrangement for disposal of sewerage till external sewerage system is provided by Haryana Shehari Vikas Pradhikaran and the same is made functional.
- (xii) That the owner / Developer shall intergrate the bank account in which 70 percent allottees receipts are credited under section – 4(2)(1)(D) of the Real Estate Regulation and Development Act, 2016 with the online application/ payment gateway of the Department, in such manner , so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to EDC head in the state Treasury.
- (xiii) That such 10% of the total receipt from each payment made by the allottee which is received by the department shall get automatically credited, on the date of receipt in the Govt treasury against EDC dues.
- (xiv) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/ developer.
- (xv) That the implementation of such mechanism shall, however, have no bearing on EDC instalment schedule conveyed to owner/developer. The owner/developer shall continue to supplement such automatic EDC deduction with payment from its own funds to ensure that by the EDC instalments that are due for payment that paid as per the prescribed schedule.

2. Provided always and it is hereby agreed that if the owner shall commit any breach of the terms and conditions of this agreement or violate any provision of the Act or these rules, then and in any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the licence granted to him.

3. Upon cancellation of the licence under clause 2 above, the Government may acquire the area of the aforesaid colony under the Land Acquisition Act, 1894, and may develop the said area under any other law. The Bank guarantee in that events shall stand forfeited in favour of the Director.

4. The stamp and registration charges on this deed shall be borne by the owner.

For EVFYME Technologies Pvt. Ltd.

Director/Authorised Signatory

Director
Town & Country Planning
Haryana, Chandigarh

5. The expression that 'owner' herein before used shall include his hirers, legal representatives, successors and permitted assigns.

6. After the layout and development works or part thereof in respect of the colony or part three of have been completed and a completion certificate in respect there of issued, the Director may on an application in this behalf from the owner release the bank guarantee or part there of as the case may be, provided that if the completion of the colony is taken in parts only the part of bank guarantee corresponding to the part of the colony completed shall be released and provided further that the bank guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony or the part thereof as the case may be for a period of five years from the date of issue of the completion certificate under rule 16 or earlier in case the owner is relieved of the responsibilities in this behalf by the Government.



In witness where of the coloniser and the Director have signed this deed on the day and year first above written.

1. Witnesses:-

1. Ajit Kumar Singh
2. Pulkit Aggarwal

Dated.....

2.

1. _____
2. _____

Dated.....

For EVFYME Technologies Pvt. Ltd.

The owner

Director/Authorised Signatory

Director

for & on behalf of the Governor of Haryana

Note-In case the owner is exempted from providing any one or more amenities sub clauses (a), (b) & (c) may be modified accordingly.

Director
Town & Country Planning
Haryana, Chandigarh