



हरियाणा HARYANA

This agreement is made on 13 July 2023

V 932180

8th November, 2023.

Between

Jagmal, Babulal, Deepak, Rajpal, Prem Parkash in collaboration with M/s Azumi Developers Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having their registered office 1962/3, Rajeev Nagar, Gurugram-122001, Haryana through its Authorized Signatory Sh. Chidamber Sharma S/o Sh. Hira Lal Sharma (hereinafter referred to as "Owner/Developer") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrators, assigns, nominees and permitted assigns, of the **FIRST PART**

AND

The GOVERNOR OF HARYANA, acting through the Director, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR") of the **OTHER PART**

WHEREAS the Owner/Developer is in possession of or otherwise well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into Residential Plotted Colony.

AND WHEREAS under Rule II of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the owner/Developer shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting

For AZUMI DEVELOPERS PVT. LTD.

Director General
Town & Country Planning
Haryana, Chandigarh

AZUMI DEVELOPERS PVT. LTD.
Authorized Signatory

Director

up Affordable Plotted Colony under Deen Dayal Jan Awas Yojna -2016 over an area measuring 9.0 acres in the revenue estate of Village Ladhuwas, Sector-34 Distt. Rewari, Haryana:

NOW THIS DEED WITNESSETH AS FOLLOWS: -

In consideration of the Director agreeing to grant a license to the Owner/Developer to set up the said Affordable Plotted Colony under Deen Dayal Jan Awas Yojna on the land mentioned in Annexure hereto and on the fulfillment of the conditions laid down in Rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by Owner/Developer hereby covenants as follows:-

1. That the Owner/Developer shall abide by the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, the Haryana Development and Regulation of Urban Areas Rules, 1976, Haryana Apartment Ownership Act, 1983, Haryana Apartment Ownership Rules, 1987, Haryana Building Code 2017, as amended from time to time, and policies issued there under from time to time.
2. That Owner/Developer shall pay labour cess charges as per policy of Govt. dated 25.02.2010 or as issued from time to time.
3. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Sub-stations as per norms prescribed by the power utility in the zoning plan of the project.
4. That the Owner/Developer shall give the requisite land for the treatment works (oxidation ponds) and for broad irrigation purpose at his own cost till the completion of the external sewerage system by HSVP and make their own arrangement for temporary disposable or give the requisite land. The Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DGTCP till the services are made available from the external infrastructure to be laid by HSVP.
5. That the Owner/Developer shall deposit 30% percent of the amount to be realized by him from the plot holders from time to time within 10 days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/Developer towards meeting the cost of internal development works in the Colony.
6. That the Owner/Developer have already deposited 25% of EDC amount as per LOI pay the proportionate EDC at the tentative rate of Rs. 60,45,11.25 Lacs (Rupees Sixty lacs forty three thousand five hundred eleven rupees twenty five paise) for colony. These charges shall be payable to Director, Town and Country Planning,

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Town & Country Planning
Haryana, Chandigarh


Director

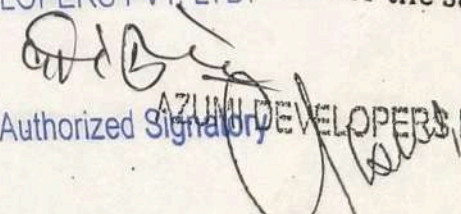
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Haryana online either in lump sum within 30 days from the date of grant of license or in Balance 75% in Six equal six monthly installments of 12.5% each.

7. First installment of 12.5% of the total amount of EDC shall be payable within a period of 30 days from the date of grant of license.
8. Balance 62.5 % in five equated six monthly installments along with interest at the rate of 12% per annum which shall be charges on the unpaid portion of amount worked out at the tentative rate of Rs. 62.458 lacs per gross acre of total colony (other than commercial component) and Rs. 29.678 lacs per gross acre for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
9. That the Owner/Developer shall pay the EDC as per schedule date and time as and when demand by the DTCP, Haryana.
10. That in the event of increase in EDC rates, the colonizer shall pay the enhanced amount of EDC and the interest on installments from the date of grant of license and shall furnish and additional bank guarantee, if any, on the enhanced EDC rates.
11. In case the Owner/Developer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.
12. The unpaid amount of EDC will carry an interest at the rate of 12% per annum (simple) and in case of any delay in the payment in installment on the date, an additional penal interest of 3% per annum (making the total payable interest @15% per annum) would be chargeable up-to a period of three months and an additional three months with the permission of the Director.
13. In case HSVP executed External Development Works and completes the same before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in the lump sum even before the completion of the license period and the Owner/Developer shall be bound to make the payment within the period so specified.
14. The Owner/Developer shall arrange electric connection from outside source for electrification of their said colony from the Haryana Vidhyut Parsaran Nigam. If the Owner/Developer fails to seek electric connection from HVPNL, then the Director shall recover the cost from the Owner/Developer and deposit the same with the HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said colony, shall be responsibility of the Owner/Developer, for which the Owner/Developer will be required to get the "Electric(distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services" i.e. HVPNL/Uttar Haryana Vidhyut Parsaran/Dakshin Haryana Bijli Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the said colony.

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15. No third party rights shall be created without getting the prior permission of the Director, Town and Country Planning, Haryana, Chandigarh.

16. The Owner/Developer shall construct all the community buildings within a period so specified by the Director from the date of grant of license as per applicable legal provision.

17. That the Owner/Developer shall be individually as well as jointly responsible for the compliance of terms and conditions of the license and applicable legal provisions.

18. That the Owner/Developer shall complete the Internal Development Works within four years of the grant of license.

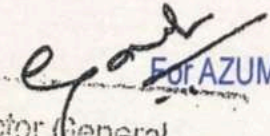
19. That the rates, schedule , terms and conditions of EDC as mentioned above may be revised by the Director during the license period as and when necessary and the Owner/Developer shall be bound to pay the balance of the enhanced charges, if any, in accordance with rates, schedule, terms and conditions determined by him along with interest from date of grant of license.

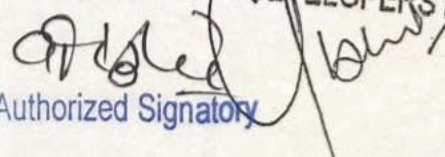
20. That the Owner/Developer shall permit the Director or any other Officer authorized by him in this behalf to inspect the execution of the development works in the said colony and the Owner/Developer shall carry out all directions issued to him for insuring due compliance of the execution of the development works in accordance with the license granted.

21. That without prejudice to anything contained in this agreement, all the provisions contained in the Act and Rules shall be binding on the Owner/Developer.

22. That the Owners shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks , public health services for the period of five years from the date of the issue of completion certificate under rule 16 of the rules, unless earlier relieved of this responsibility, which the Owner/Developer shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be.

23. Provided always and it is hereby agreed that if the Owner/Developer shall commit any breach of the terms and conditions of this Agreement or violate any provisions of the Acts and/or rules, then and in any such case, and notwithstanding the waiver or any previous cause or right , the Director, may cancel the license granted to the Owner/Developer.


Director General
Town & Country Planning
Haryana, Chandigarh

FOR AZUMI DEVELOPERS PVT. LTD. / AZUMI DEVELOPERS PVT. LTD.

Authorized Signatory
Director

24. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.

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

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

WITNESSES:

1. *Vijender Kumar*
Vijender Kumar
village post Madna
Teh Simana Alwar
Rajasthan
9891157743

AZUMI DEVELOPERS PVT. LTD.

[Signature]
Director
On behalf of the Owner/Developer
M/s. Azumi Developers Pvt. Ltd.

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Director
Town and Country Planning Haryana,
Chandigarh

For and on behalf of the
Governor of Haryana

[Signature]
Director
Town and Country Planning
Chandigarh

For AZUMI DEVELOPERS PVT. LTD.

[Signature]
Authorized Signatory