



चंडीगढ़ (संव राज्यक्षेत्र) CHANDIGARH (U.T.)

01AA 551583

LC-IV

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A
GROUP HOUSING COLONY

This Agreement is made on this 04th day of JUNE, 2013.

Between

Bluejays Realtech Pvt. Ltd. a company registered under the companies act 1956 having its registered office at B-5, Chirag Enclave, New Delhi-110048 (hereinafter referred to as "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized signatory namely Sh. Mohit Jain S/o Sh. Rajesh Kumar Jain

.....Of the ONE PART

And

The GOVERNOR OF HARYANA, acting through the Director General, Town & Country Planning, Haryana (hereinafter referred to as the "DIRECTOR GENERAL")

.....of the OTHER PART

WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a Group Housing Colony.

For BLUEJAYS REALTECH P. LTD.

Director/ Auth. Signatory

D.G.T.C.P. Hr.

For KRISUMI CORPORATION PVT. LTD.

Authorised Signatory

Scanned by CamScanner

AND WHEREAS under Rule 11 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 with the Director General for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony on the land measuring 25.10. acres falling in the revenue estate of Village Sihi and Harsaru, Sector- 36A, Gurgaon-Manesar Urban Complex, District Gurgaon, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. In consideration of the Director General agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows :-

1a). That the Owner/Developer shall deposit 30% of the amount realized by him from the Flat 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/Developers towards meeting the cost of internal development works of the colony.

1b). That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme, as per the rate schedule, terms and condition hereto:

i. That the Owner/Developer shall pay the proportionate EDC at the Tentative rate of Rs. 258.093 Lacs per gross acres on the area measuring 24.9745 acres of total Group Housing colony and Rs. 344.38 Lacs per gross acre on the area measuring 0.1255 acres for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly instalments of 10% each i.e.

ii. First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license.

iii. Balance 90% in Nine equated Six monthly instalments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 258.093 Lacs per gross acres on the area measuring 24.9745 acres of total Group Housing colony and Rs. 344.38 Lacs per gross acre on

For BLUEJAYS REALTECH P. LTD.

Director/Auth. Signatory

For KRISUMI CORPORATION PVT. LTD.
Authorised Signatory

D.G. C.P. Hr.

the area measuring 0.1255 acres for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.

- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
- v. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- vi. 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 the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vii. 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.
- Vii 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 due 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.
- viii. In case HUDA executes 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 i. e. four years and the Owner/Developer shall be bound to make the payment within the period so specified.
- ix. Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director from time to time.
- 1c). That the pace of the construction shall be at least in accordance with our sale agreement with the buyers of the flats as and when scheme is launched.

1d). The Owner/Developer shall arrange the electric connection from outside source for electrification of their said Group Housing 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

For BLUEJAYS REALTECH P. LTD.

Director/Auth. Signatory

For KRISUMI CORPORATION PVT. LTD.

Authorised Signatory

For DGTCP, Haryana

Scanned by CamScanner

HVPNL. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the said Group Housing 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 Group Housing Colony.

1e No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

1f). That the Owner/Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services of the said Group Housing Colony 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, upon 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.

1g). That owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of four years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the land purpose, on such terms and conditions as it may laid down.

1h). No third party right shall be created without getting the prior permission of the Director General, Town and Country Planning, Haryana, Chandigarh.

1i). The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License.

1j). That the Owner/Developer shall be individually as well as jointly responsible for the individual plan of licensed area as well as total combined plans of the licensed area as a whole.

1k). That the Owner/Developer shall complete the Internal Development Works within four years of the grant of License

1l) That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.

For KRISUMI CORPORATION PVT. LTD.

Authorised Signatory

For BLUEJAYS REALTY P. LTD.

Director/Auth. Signatory

D.G.T.C.P. Hr.

- i. 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.
- ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal)
- iii. That the owner shall furnish layout plan of Group Housing Scheme alongwith the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of licence.
- iv. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- iv. That in case of the said Group Housing Colony the Owner/Developer deposit 30% of the amount realized by him from the flat 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/Developers towards meeting the cost of internal development works and construction works in the colony.
- v. That adequate educational, health, recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided.
- f. That the Owner/Developer shall deposit Infrastructure Development Charges ("IDC") @ Rs. 625/- per sq. meter (175 FAR) for Group Housing Component and Rs.1000/- per sq. meter (150 FAR) for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first installment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the second installment shall be deposited within six months of the date of the grant of the license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment.

For KRISUMI CORPORATION PVT. LTD.

Authorised Signatory

For BLUEJAYS REALTECH P. LTD.
Director/Auth. Signatory

D.G.T.C.P. Hr.

- g. That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
- h. 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 Group Housing 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.
- i. 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.
- j. 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 HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DG,TCP till the services are made available from the external infrastructure to be laid by HUDA.
2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, than in case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
3. Upon cancellation of the License 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 event shall stand forfeited in favour of Director General.
4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project.
5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
6. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.

After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been

For KRISUMI CORPORATION PVT. LTD.
Authorised Signatory

For BLUEJAYS REALTY P. LTD.
Director/Auth. Signatory

D.G.T.C.P. Ltd.

issued, the Director may, on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR GENERAL have signed this deed on the date and the year first above written.

WITNESSES :

1.

Ram Singh

*Ram Singh So. Ashok
V.P.O. Badli
Jhaggar*

2.

For BLUEJAYS REALTECH P. LTD.

[Signature]
Director/Auth. Signatory
(Authorized Signatory)

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE
GOVERNOR OF HARYANA

[Signature]
Director General
Town & Country Planning
Haryana, Chandigarh

For KRISUMI CORPORATION PVT. LTD.

[Signature]
Authorised Signatory



हaryana HARYANA

29AA 037453

LC - IV

AGREEMENT BY OWNERS OF LAND INTENDING TO SET UP
A GROUP HOUSING COLONY

This AGREEMENT is made 28th day of Aug., 2014 (Two Thousand and Fourteen)

BETWEEN

Bluejays Realtech Private Limited, a company incorporated under the Companies Act and having its registered office at B-5, Chirag Enclave, New Delhi-110048 (hereinafter referred to as Owner/Developer) in collaboration with P. G. Propmart Private Ltd. a company incorporated under the Companies Act and having its registered office at B-5, Chirag Enclave, New Delhi-110048, which expression shall unless repugnant to the subject or context shall mean and include their successors administrator assigns nominees and permitted assignees; acting through the Authorized Signatory namely Mr. Mohit Jain s/o Sh. Rajesh Jain

For BLUEJAYS REALTECH P. LTD.

.... of the FIRST PART

Director/Author Signatory

AND

The GOVERNOR OF HARYANA acting through the Director General, Town & Country Planning Haryana, Chandigarh (hereinafter referred to as the "DIRECTOR")

of the Other Part

For KRISUMI CORPORATION PVT. LTD.

Authorised Signatory



WHEREAS the Owner/Developer is well entitled to the land mentioned in Annexure hereto and applied for the purposes of converting and developing it into a Group Housing Colony.

AND WHEREAS under Rule 11 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 Owners /Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up a Group Housing Colony in sector-36-A on the land measuring 2.38125 acres in addition to license no. 39 dated 04.06.2013 of 25.10 acres already issued, falling in the revenue estate of Village Sihi Sector 36A, Gurgaon Manesar Urban Complex, District Gurgaon, Haryana.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the Director agreeing to grant license to the Owner/Developer to set up the said Group Housing Colony on the land mentioned in Annexure hereto on the fulfillment of all conditions laid down in Rule -11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 by the Owner/Developer hereby covenants as follows :-

1a) That the Owner/Developer shall deposit 30% of the amount realized by him from the Flat 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/Developers towards meeting the cost of internal development works of the colony.

1b). That the Owner/Developer undertakes to pay proportional External Development Charges ("EDC") for the area earmarked for the Group Housing scheme as per the rate schedule, terms and condition hereto:

- i. That the Owner/Developer shall pay the proportionate External Development Charges(EDC) at the Tentative rate of Rs 258.093 Lacs per gross acre on the area measuring 2.36935 acres of total Group Housing colony and Rs.344.38 lacs per gross acre on the area measuring 0.0119 acres (1.5 FAR) for commercial component. These charges shall be payable to Haryana Urban Development Authority through the Director, Town and Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License or in ten equal six monthly installments of 10% each i.e
- ii First installment of 10% of the total amount of EDC shall be payable within a period of 30 days from the date of the grant of license

For KRISUMI CORPORATION PVT. LTD.

Authorised Signatory



For BLUEJAYS REALTECH P. LTD.

Director/Author. Signatory

- iii. Balance 90% in Nine equated Six monthly installments along with interest at the rate of 12% per annum which shall be charged on the unpaid portion of amount worked out at the tentative rate of Rs. 258.093 lacs per gross acres on the area measuring 2.36935 acres of total group housing colony and Rs. 344.38 lacs per gross acre on the area measuring 0.119 acres (1.5 FAR) for commercial component. However, at the time of grant of occupation certificate nothing will be due on account of EDC.
- iv. That the owner shall pay the EDC as per schedule date and time as and when demanded by the DGTCP, Haryana.
- v. That the Owner shall specify the detail of Calculation per Sq.m / Per Sq. Ft which is being demanded from plot/flat Owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
- vi. 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 also furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- vii. 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.
- viii. 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 of installment on the due 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.
- ix. In case HUDA executes 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 i.e. five years and the Owner/Developer shall be bound to make the payment within the period so specified.
- x. Enhanced compensation on land cost, if any shall be payable extra as decided by the Director from time to time.
- 1c) That the pace of the construction shall be at least in accordance with the sale agreement with the buyers of the flats as and when scheme is launched

For KRISUMI CORPORATION PVT. LTD.

Authorised Signatory



For BLUEJAYS REALTECH PVT. LTD.

Director, Haryana

1e) No EDC would be recovered from Economically Weaker section (EWS)/Lower Income Group (LIG) categories of allottees.

1g) That owner/ developer shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of five years from the date of grant of license extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which, the land shall vest with the Government after such specified period, free of cost, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority, for the said purposes, on such terms and conditions as it may deem fit.

11) The Owner/Developer shall construct all the community Buildings within a period so specified by the Director from the date of grant of License

13) That the Owner/Developer shall complete the Internal Development Works within four years of the grant of license;

Folk KRISUM CD

Fig. 11.

SECRET

... ..

That the Owner/Developer undertakes to pay proportionate EDC for the areas earmarked for Group Housing Scheme, as per rate, schedule, terms and conditions given in clause-1(b) of the agreement.

- i. 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
- ii. That all the buildings to be constructed in the said Group Housing Colony shall be with approval of the competent authority and shall in addition to provisions of Zoning plan of the site, conform to the Building by-laws and regulations in force in that area and shall conform to the National Building Code with regard to the inter-se distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal)
- iii. That the owner/ Developer shall furnish layout plan of Group Housing Scheme along with the service plan/detailed estimates together with the Bank Guarantee equal to 25% of the total cost of development works (both for internal and external) for the area under the Group Housing Scheme within a period of 60 days from the date of grant of license.
- iv. That in case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of the economically weaker section and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with bath and water closet.
- v. That in case of the said Group Housing Colony the Owner/Developer shall deposit 30% of the amount realized by him from the flat 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/Developers towards meeting the cost of internal development works and construction works in the colony.
- vi. That adequate educational, health recreational and cultural amenities as per the norms and standards provided in the respective development plan of the area shall be provided.
11. That the Owner/Developer shall deposit the Infrastructure Development Charges ("IDC") @ Rs 625/- per Square Meter for 175 FAR for Group Housing component and Rs 1000/- per square meter for 150 FAR for Commercial Component of the gross area of said Group Housing Colony in two equal installments. The first instalment of the IDC shall be deposited by the Owner/Developer within sixty days from the date of the grant of the license and the

For KRISUMI CORPORATION PVT. LTD.

For BLUEJAY REALTECH PVT. LTD.

Authorised Signatory

second installment shall be deposited by the Owner/Developer within six months of the date of grant of license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delay in payment of installment

- 1m That the Owner/Developer shall carry out at their own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the said Group Housing Colony.
 - 1n 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 Group Housing Colony and the Owner/Developer shall carry out all directions issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.
 - 1o 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.
 - 1p 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 HUDA and make their own arrangements for temporary disposable or give the requisite land. That the Owner/Developer shall make arrangement for water supply, sewerage, drainage etc. to the satisfaction of DG, TCP till the services are made available from the external infrastructure to be laid by HUDA.
2. Provided always and it is hereby agreed that if the Owner/Developer commit any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or their Rules, then in any such case and notwithstanding the waiver of any previous clause or right, the Director may cancel the license granted to the Owner/Developer.
 3. Upon cancellation of the license under clause-2 above, the government may acquire the area of the afore said colony under the Land Acquisition Act -1894 and may develop the said area under any other law. The Bank Guarantee in that event shall stand forfeited in favour of the Director.
 4. That the Owner/Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to Director, within two months period from the date of grant of license to enable provision to site in licensed land for Transformers/Switching Stations/Electric Substations as per norms prescribed by the power utility in the zoning plan of the project
 5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer

For KRISUMI CORPORATION PVT. LTD.



Authorised Signatory

For BLUE JAYS REAL ESTATE LTD.

For BLUE JAYS REAL ESTATE LTD.

6 That the Owner/Developer shall abide by the policy dated 8/7/2013 or any other instructions/policy issued from time to time with regard to allotment of EWS Flats/Plots.

7. The expression "Owner/Developer" hereinbefore used/shall include their heirs, legal representatives, successors and permitted assignees.

8. After the layout and development works or part thereof in respect of the said Group Housing Colony have been completed and a completion certificate in respect thereof have been issued, the Director may, on an application in this behalf from the Owner/Developer release the Bank Guarantee or part thereof, as the case may be provided that, if the completion of the said Group Housing Colony is taken in part, only the part of the Bank Guarantee corresponding to the part of the said Group Housing Colony shall be released and provided further that the Bank Guarantee equivalent to the 1/5th amount thereof, shall be kept unreleased to ensure upkeep and maintenance of the said Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of the issue of the completion certificate under Rule-16 or earlier in case the Owner/Developer is relieved of the responsibilities in this behalf by the Government. However, the Bank Guarantee regarding the EDC shall be released by the Director in proportion to the payment of the EDC received from the Owner/Developer.

IN WITNESS WHEREOF THE OWNER/ DEVELOPER AND THE DIRECTOR GENERAL have signed this deed on the date and the year first above written For BLUEJAYS REALTECH P. LTD.

Director/ Auth. Signatory

(Mohit Jain)
Authorized Signatory

WITNESSES:

Pradeep
1. Pradeep Thakur S/o. Mr. Rajeev Thakur
H.No. 220, Gali No-7, Shakti Vihar,
Badli, New Delhi

2. *Rambir*

Rambir S/o Ashok Kumar.

V.P. Bhatnagar

Shajjan, Haryana

DIRECTOR GENERAL
TOWN AND COUNTRY PLANNING,
HARYANA, CHANDIGARH
FOR AND ON BEHALF OF THE GOVERNOR OF
HARYANA

AC
Director General
Town & Country Planning
Haryana, Chandigarh



For KRISUMI CORPORATION PVT. LTD.

[Signature]
Authorised Signatory



हरियाणा HARYANA

LC - IV

V 884796

AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A MIXED LAND USE COLONY

THIS AGREEMENT is made and executed on this 18th day of August, 2023
(Two Thousand and Twenty Three) at Chandigarh;

BETWEEN

M/s. Krisumi Corporation Private Limited, a Company registered under the Companies Act, 1956 (Now operating under the Companies Act, 2013) and having its registered office at 3rd Floor, Central Plaza Mall, Golf Course Road, Sector-53, Gurugram-122001, Haryana (hereinafter referred to as the "Owner/Developer") which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrator, attorney, nominees and permitted assigns, represented herein by its authorized signatory Mr. Purushottam Grover, of the **First Part**

AND

THE GOVERNOR OF HARYANA acting through the Director, Town & Country Planning, Haryana, Chandigarh (hereinafter referred to as the "Director") of the **Second Part**.

WHEREAS the Owner is in possession of the land mentioned in Annexure hereto for the purpose of converting it into a Mixed Land Use Colony under Transit Oriented Development (TOD) Policy.

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas 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 accordance with the licence finally granted for

Director General
Town & Country Planning
& Haryana, Chandigarh

Krisumi Corporation Private Limited

Authorised Signatory

For KRISUMI CORPORATION PVT. LTD.
Page 1 of 8

Authorised Signatory

KRISUMI CORPORATION PVT LTD

SHYAM DASS	
STAMP VENDOR	
GURGAON	
08 JUN 2023	
Sr. No.	44208
Purpose	
Signature	AB

6/8/23 11:00 AM

6/8/23 11:00 AM

setting up a Mixed Land Use Colony (2.25% Commercial and 97.75% Group Housing) under TOD policy on the additional land measuring 2.90 Acres in addition to Group Housing Colony measuring 27.48125 acres (Licence no.39 of 2013 dated 04.06.2013 and 85 of 2014 dated 08.08.2014) thereby making total area 30.38125 acres falling in the revenue estate of village Sihi and Harsaru, Sector 36A, Gurugram -Manesar Urban Complex.

NOW THIS DEED WITNESSETH AS FOLLOWS:

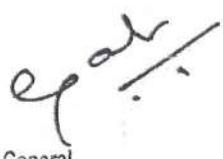
1. In consideration of the Director agreeing to grant licence to the Owner to set up the said Mixed Land Use Colony on the land mentioned in Annexure hereto at village Harsaru and Sihi Sector-36A Gurgaon-Manesar Urban Complex on the fulfillment of all the conditions as are laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 the Owner, hereby covenants as follows:-

(a) That the Owner undertakes to pay proportionate External Development Charges as per rate, schedule, terms and conditions here to as :-

i) That the Owner shall pay the proportionate External Development Charges at tentative rate of Rs.624.578 lacs per gross acre for area falling in Intense TOD Zone and Rs. 466.127 lacs per gross acre for area falling in Transition TOD Zone for Group Housing Component and Rs. 972.26 lacs per gross acre for area falling in Intense TOD Zone and Rs.694.4714 Lacs per gross acre for area falling in Transition TOD Zone for commercial component. These charges shall be payable to Director, Town & Country Planning, Haryana either in lumpsum within 30 days from the date of grant of licence or in ten equal half yearly installments of 10 % each in the following manner:-

a) First installment of 10% of the amount of External Development Charges shall be payable within a period of 30 days from the date of grant of licence;

b) Balance 90% in nine equal half yearly installments alongwith interest at the rate of 12% (Simple) per annum on the unpaid portion of the amount worked out at the tentative rate Rs.624.578 lacs per gross acre for area falling in Intense TOD Zone and Rs. 466.127 lacs per gross acre for area falling in Transition TOD Zone for Group Housing Component and Rs. 972.26 lacs per gross acre for area falling in Intense TOD Zone and Rs.694.4714 Lacs per gross acre for area falling in Transition TOD Zone for commercial component. However, at the time of grant of occupation certificate nothing will be outstanding on account of EDC.


Director General
Town & Country Planning
& Haryana, Chandigarh

ii) The EDC rates have been calculated on the basis of indexation mechanism for calculation of EDC dated 11.02.2016 in the State of Haryana. The EDC rates are based on 2015-year level and

Krisumi Corporation Private Limited

For KRISUMI CORPORATION PVT. LTD.

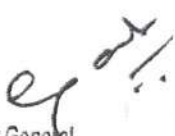
Page 2 of 8


Authorised Signatory


Authorised Signatory

are effective from 01.01.2016 for period upto 31.03.2019. In the event of substantial increase in the above tentative EDC rates, the Owner shall pay the enhanced amount of External Development Charges and interest on the installments, if any, from the date of grant of licence and shall furnish the additional bank guarantee, if any, on the enhanced EDC.

- iii) For the grant of completion certificate, the payment of External Development Charges shall be pre-requisite alongwith valid licence and Bank Guarantee.
- iv) The unpaid amount of External Development Charges would carry an interest at a rate of 12% per annum (simple) and in case of any delay in the payment of installment on the due date, an additional penal interest of 3% per annum (making the total payable interest as 15% per annum) would be chargeable upto a period of three months and an additional three months with the permission of the Director.
- v) In case HSVP/GMDA 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 EDC in lumpsum even before the completion of the licence period and the Owner shall be bound to make the payment within the period so specified.
- vi) Enhanced compensation on land cost, if any, shall be payable extra as decided by the Director, from time to time.
- vii) a) That the owner/developer shall integrate the bank account in which 70% allottee receipts are credited under section 4(2) (I) (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 the EDC head in the State Treasury.
b) 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 Government treasury against the EDC Dues.
c) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the Owner/Developer.
d) That the implementation of such a mechanism shall, however, have no bearing on EDC instalment schedule conveyed to the Owner/Developer. The Owner/ Developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that by the EDC instalments that are due for payment are paid as per prescribed schedule.


Director General
Town & Country Planning
Haryana, Chandigarh

Krisumi Corporation Private Limited

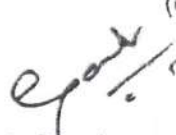

Authorised Signatory

For KRISUMI CORPORATION PVT. LTD.


Page 3 of 7


Authorised Signatory

- viii) That the owners shall deposit 30% of the amount realized by them from the flat holders/commercial space 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 owners towards meeting the cost of internal development works in the colony.
- ix) That the owners undertake to pay proportionate external development charges (EDC) for the area earmarked for the Mixed Land Use colony scheme, as per the rate, schedule and conditions annexed hereto.
- (b) The Owner shall arrange the electric connection from the outside source for electrification of their colony from Haryana Vidyut Parsaran Nigam Ltd. If the Owner fails to seek electric connection from Haryana Vidyut Parsaran Nigam Ltd, then Director shall recover that cost from the Owner and deposit the same with Haryana Vidyut Parsaran Nigam Ltd. 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 Vidyut Parsaran Nigam / Uttari Haryana Bijlee Vitran Nigam Limited/Dakshin Haryana Bijlee Vitran Nigam Limited, Haryana and complete the same before obtaining completion certificate for the colony.
- (c) No EDC would be recovered from EWS categories of allottees.
- (d) That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks, public health services for five years from the date of issue of completion certificate under Rule 16, unless earlier relieved of this responsibility, after which the owner 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.
- (e) The owner shall construct at its own cost or get constructed by any other institution or individual at its own cost school, hospital, community centres and other community buildings on the land set apart for this purpose within 4 years from the date of grant of licence extendable by Director for another period of two years failing which the land shall vest with the Government after such specified period free of cost in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.
- (f) No third-party right shall be created on the community sites without obtaining the prior permission of the Director, Town & Country Planning.


Director General
Town & Country Planning
Haryana, Chandigarh

Krisumi Corporation Private Limited


Authorised Signatory

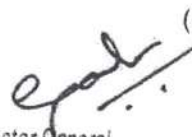
For KRISUMI CORPORATION PVT. LTD.

Page 4 of 7


Authorised Signatory

Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of four years from the date of grant of licence.

- (g) That the Owner shall be individually as well as jointly responsible for the development of the Group Housing Colony.
- (h) That the Owner shall complete the Internal Development Works within four years of the grant of licence.
- (i) That the owner undertakes to pay proportionate External Development Charges (EDC) for the area of Mixed Land Use Colony Scheme as per the rate, schedule and terms and conditions given in clause -1 (a) above. That the rates, schedule and terms and conditions of External Development Charges mentioned above may be revised by the Director, during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rate, schedule and terms and conditions so determined by the Director alongwith interest from the date of grant of licence.
- (j) That all the buildings to be constructed shall be with the approval of the competent authority and shall in addition to provision of zoning plan of the site, conform to the Haryana Building Code 2017/ National Building Code amended from time to time with regard to the inter-se- distances between various blocks, light and ventilation, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- (k) That the owner shall furnish the layout plan of Mixed Land Use Colony Scheme along with the service plan/ detailed estimates together with the Bank Guarantees equal to 25% of the total cost of development works (both for internal and external) for the area under the Mixed Land Use Scheme within a period of 60 days from the date of grant of license.
- (l) In case of Mixed Land Use Colony adequate accommodation shall be provided for domestic servants and other service population of economically weaker section and number of such dwelling units shall not be less than 15% of the total number of main dwelling units in the Group Housing Component and the area of such a unit shall not be less than 200 sq ft. which will cater to the minimum size of the room along with bath and water closet.
- (m) That in case of Mixed Land Use Colony the owner shall deposit 30% of the amount realized by him from flat 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 owners towards meeting the cost of internal development works and construction works in the colony.


Director General
Town & Country Planning
Haryana, Chandigarh

Krisumi Corporation Private Limited



Authorised Signatory

For KRISUMI CORPORATION PVT. LTD.

Page 5 of 7


Authorised Signatory

- (n) That adequate educational, health, recreational and cultural amenities to the norms and standards provided in respective development plan of the area, shall be provided.
- (o) No third-party right will be created on the community sites without obtaining the prior permission of the Director, Town & Country Planning, Haryana, Chandigarh. The colonizer shall construct all the community buildings within a period of four years from the date of grant of licence
- (p) That the Owner shall deposit Infrastructure Development Charges @Rs.1000/- per square meter for the commercial area and @ Rs. 625/- per square meter for the Group Housing Area in two equal installments. The first installment of the Infrastructure Development Charges will be due within 60 days of grant of licence and second installment within six months of grant of licence. The unpaid amount of Infrastructure Development Charges shall carry an interest @18% per annum (simple) for the delayed period.
- (q) That the Owner shall carry out, at his own expense and cost, any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (r) That the Owner shall permit the Director, or any other officer of the Department authorized by him in this behalf to inspect the execution of the development works in the colony and the Owner shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- (s) 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.
- (t) That the owners shall give the requisite land for treatment works (Oxidation ponds) and for broad irrigation purposes at his own cost till completion of External Sewerage System by HSVP/GMDA and make their own arrangements for temporary disposal or give the requisite land. That the Owner shall make his own arrangement for water supply, sewerage, drainage etc. till the services are made available from the external infrastructure to be laid by HSVP/GMDA.


Director General
Town & Country Planning
& Haryana, Chandigarh

2. Provided always and it is hereby agreed that if the Owner commits any breach of the terms and conditions of this Agreement or Bilateral Agreement or violate any provisions of the Act or Rules, then and in any such case and notwithstanding the waiver of any previous clause or right, the Director, may cancel the licence granted to the Owner.

3. 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

Krisumi Corporation Private Limited


Authorised Signatory

For KRISUMI CORPORATION PVT. LTD.
Page 6 of 7


Authorised Signatory

the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended upto date. The Bank Guarantee in that event shall stand forfeited in favour of the Director.

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

5 After the development works in respect of the Mixed Land Use Colony' have been completed by the Owner in accordance with the approved plans and specifications and a completion certificate in respect thereof have been 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 if the completion of the Mixed Land Use Colony is taken in parts then the part of the Bank Guarantee corresponding to the part of the Mixed Land Use Colony completed shall be released and provided further that the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep & maintenance of the colony for a period of five years from the date of issue of completion certificate under Rule 16 or earlier in case, the Owner is relieved of the responsibilities 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.

6. The expression 'the Owner' hereinbefore used shall include his heirs, legal representatives, and successors and permitted assignees.

IN WITNESS WHEREOF the Owner and the Director have signed this Agreement on the date and the year first above written.

WITNESSES:

1. Jainaj Vikas Verma
D-17B, New Seelampur,
Delhi - 110057
Jainaj

Krisumi Corporation Private Limited

[Signature]
Authorised Signatory

OWNER

2.

[Signature]
Director General
Town & Country Planning
& Haryana, Chandigarh

**DIRECTOR
TOWN & COUNTRY PLANNING
HARYANA, CHANDIGARH**

**For and on behalf of the Governor of
Haryana**

For KRISUMI CORPORATION PVT. LTD.

[Signature] **Authorised Signatory**

