

BETWEEN

M/s. M3M India Infrastructures Pvt. Ltd. a Company incorporated under the Companies Act 1956, having its registered Office 41st Floor, Tower-1, M3M International Financial Centre, Sector-66, Gurugram, Haryana-122101 (hereinafter called the "OWNER") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory Sh. Parveen Arora of the **FIRST PART**. 29/8

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 the land mentioned in Annexure hereto for the purpose of converting into a Group Housing Colony Use.

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 license is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up setting up of Industrial Plotted colony over an area measuring 139.79375 acres in the revenue estate of village Bas haria and Jhund Saria Abad, Sector - M9, M10 & M-11, Gurugram.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the owner to set up the said colony on the land mentioned in Annexure here to on the fulfillment of all the conditions laid down in rule 11 by the owner the owner hereby convents as follows: -
 - (a) That the owner shall responsible for the maintenance and up keep of all roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate

For M3M India Infrastructures Pvt. Ltd.

(Authorized Signatory)

Director
Town & Country Planning
Haryana, Chandigarh

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.

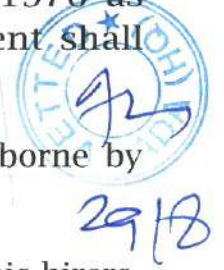
- (b) That the owner shall at his own cost construct or get constructed by any other institution or individual at its cost schools, hospitals, community centers and other community buildings on the land set apart for this purpose, or if so desired by the Government, shall transfer to it at any time, it may desire, free of cost land thus set apart for schools, hospitals, community centers and other community buildings, in which case the institution including a local authority on such terms and condition as it may lay down.
- (c) That the owner shall deposit **fifty** percent of the amount realized by him from plot holders, from time to time, in a separate account to be maintained in a scheduled bank and that his amount shall only be utilized by the owner towards meeting cost of internal development works in the colony.
- (d) That the owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout, and the development works in the colony and the colonizer shall carry out all directions issued by him or ensuring due compliance of the executions of the layout and development works in accordance with license granted.
- (e) That the owner shall pay proportionate development charges as and when, required and as determined by the Director in respect of external development charges.
- (f) 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.
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 Ir. any such case, and notwithstanding the waiver of any previous cause or right, the Director, may cancel the license granted to him.

For M3M India Infrastructures Pvt. Ltd.


(Authorized Signatory)


Director
Town & Country Planning
Haryana, Chandigarh

3. Upon cancellation of the License 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.
4. The stamp and registration charges on this deed shall be borne by the owner.
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 colonizer and the Director have signed this deed on the day and year first above written.

WITNESSE 1.

Shri Kishan Kishore
1227/44B CND

For M3M India Infrastructures Pvt. Ltd.

(Authorized Signatory)

WITNESSE 2.


Director
Town & Country Planning
Haryana, Chandigarh

Director General
Town and Country Planning,
Haryana, Chandigarh.
For and on behalf of the
Governor of Haryana.

THIS AGREEMENT is made on 08th day of September, 2025 (Two Thousand and Twenty-Five)

BETWEEN

M/s. M3M India Infrastructures Pvt. Ltd. a Company incorporated under the Companies Act 1956, having its registered Office 41st Floor, Tower-1, M3M International Financial Centre, Sector-66, Gurugram, Haryana-122101, (hereinafter called the "OWNER") which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors, administrator, attorney, nominees and permitted assigns); represented herein by its Authorized Signatory Sh. Parveen Arora of the **FIRST 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 the land mentioned in Annexure hereto for the purpose of converting into a Group Housing Colony Use.

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 license is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the license finally granted for setting up setting up of Industrial Plotted colony over an area measuring 139.79375 acres in the revenue estate of village Bas haria and Jhund Saria Abad, Sector - M9, M10 & M-11, Gurugram.

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the owner to set up the 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

For M3M India Infrastructures Pvt. Ltd.

(Authorized Signatory)

Director
Town & Country Planning
Haryana, Chandigarh

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 here under: -
- (ii) That the owner shall pay the proportionate external development charges at the tentative rate of Rs. 208.61 lacs per gross acre for industrial component, Rs. 374.748 lacs per acres for residential component and Rs. 499.664 Lacs 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 thirty days from the date of grant of license or in ten half yearly installments of 10% each in the following manner:
- (a) First installment shall be payable within a period of thirty days from the date of grant of license.
- (b) Balance 90% in nine equal half yearly installments along with interest at the rate of 12% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs. Rs. 208.61 lacs per gross acre for industrial component, Rs. 374.748 lacs per acres for residential component and Rs. 499.664 Lacs for commercial component per gross acre.
- (c) The owner shall furnish bank guarantee equal to 25% of the amount worked out at the tentative rate of Rs. 208.61 lacs per gross acre for industrial component, Rs. 374.748 lacs per acres for residential component and Rs. 499.664 Lacs for commercial component 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 installment, if any, from the date of grant of license.
- (iv) For grant of completion certificate, the payment of external development charges shall be pre-requisite along with valid license and bank guarantee.
- (v) The unpaid amount of external development charges would carry an

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(Authorized Signatory)

Director
Town & Country Planning
Haryana, Chandigarh

interest at a rate of 12% per annum and in case 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 Six months and an additional Six months with the permission of Director.

- (vi) 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. 29/8
- (vii) 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.
- (viii) In case Haryana Shehri Vikas Pradhikarn 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 lump sum even before the completion of license period and the owner shall be bound to make the payment within the period so specified.
- (xi) That, against each licence, the coloniser shall integrate its bank account in which 70% allottee receipts are credited under Section-4 (2)(l)(D) of the Real Estate Regulation and Development Act, 2016 with the on-line application/payment gateway of the Department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
- x) Such 10% of the total receipts from each payment made by an allottee, which is received by the Department shall get automatically credited, on the date of receipt in Government treasury against EDC dues of the concerned licence of the colonizer.
- xi) Such 10% deduction shall continue to operate till the total EDC dues get recovered from the colonizer against the said licence.
- xii) The implementation of such mechanism shall, however, have no

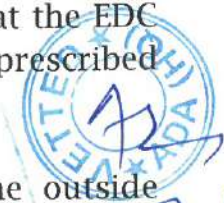
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(Authorized Signatory)

Director
Town & Country Planning
Haryana, Chandigarh

bearing on the EDC installment schedule conveyed to the colonizer. The colonizer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment get paid as per prescribed schedule."

- (a) 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. 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 for the colony.
- (b) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of license as and when necessary and owner shall be bound to pay the balance enhanced charges, any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- (c) 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.
- (d) That the owner shall be individually as well as jointly be responsible for the development of industrial colony.
- (e) That the owner shall complete the internal development works within one year of the grant of the license.
- (f) That the Owner shall deposit state infrastructure development charges Rs. 250/- per sqm. for industrial component, Rs. 625/- per sqm. for residential component and Rs. 1,000/- per sqm. for commercial component the total covered area of the colony in two equal installments of the state infrastructure development charges shall be deposited by the owner within sixty days from the date of



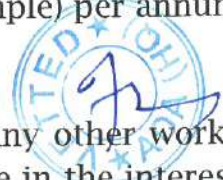
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Director
Town & Country Planning
Haryana, Chandigarh

grant of license and the second installment within six months from the date of grant of the license. The unpaid amount of state infrastructure development charges shall carry an interest @ 18% (simple) per annum for the delay in the payment of installments.

(g) 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.



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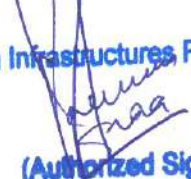
(h) That the owner shall permit the Director or any other officer authorized by him on his behalf to inspect the execution of the development works and the owner shall carry out all direction issued to him for ensuring due compliance of the execution of the development works in accordance with the license granted.

(i) That without prejudice to anything contained in this agreement, all provisions contained in the Act and the Rules shall be binding on the owner.

(j) That the owner shall make his own arrangement for disposal of sewerage till the external sewerage system is provided by Haryana Urbana Development Authority and the same is made functional.

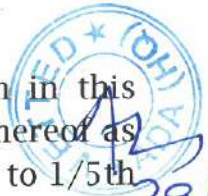
Provided always and it is hereby agreed that if the owner commits any breach of the terms and conditions of this bilateral agreement or violate any provisions of the Act or the Rules, then and in any such cases notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted to the owner.

1. Upon cancellation of the license 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 upto date, the bank guarantee in that event shall stand forfeited in favour of the Director.
2. The Stamp duty and registration charges on this deed shall be borne by the Owner.
3. After the layout plans and development in respect of the industrial colony have been completed by owner in accordance with the approved plans and specifications and a completion certificate in

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(Authorized Signatory)


Director
Town & Country Planning
Haryana, Chandigarh

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 1/5th 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. That any other condition which the Director may think necessary in public interest can be imposed.



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

WITNESSE 1.

Shikoma Rohit
1287/44-B CHD

For MSM India Infrastructures Pvt. Ltd.

(Signature)
(Authorized Signatory)

WITNESSE 2.

Director General
Town and Country Planning,
Haryana, Chandigarh.
For and on behalf of the
Governor of Haryana.

Director
Town & Country Planning
Haryana, Chandigarh