

ORIGINAL

3260

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 17/08/2021

Certificate No. G0Q2021H1342



Stamp Duty Paid : ₹ 3224600
(Rs. Only)

GRN No. 80706573



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

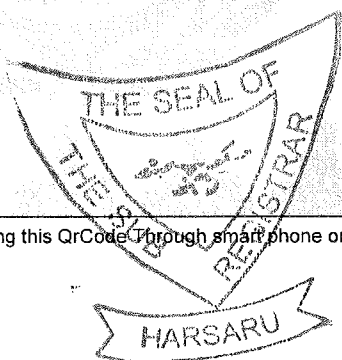
Name: Yohaam Buildcon Llp
H.No/Floor : 326 Sector/Ward : Nil LandMark : Laxmi tower naniwalabagh
City/Village : Azadpur District : Delhi State : Delhi
Phone: 89*****06



Buyer / Second Party Detail

Name : Jmk Holdings Privatelimited
H.No/Floor : 13th Sector/Ward : Nil LandMark : Dr gopal das bhawan barakhamba road
City/Village: Delhi District : Delhi State : Delhi
Phone : 98*****48

Purpose : COLLABORATION AGREEMENT



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

Type of Deed : Collaboration Agreement

Stamp Duty :Rs. 32,24,600/-

E-Stamp No. and Date – G0Q2021H1342dt.17/08/2021

Pasting and Registration Fees ; GRN No. 0080707170/ 50,010/-

Stamp Duty issued by – Online

Name of Village –Harsaru

COLLABORATION AGREEMENT

This **COLLABORATION AGREEMENT** (hereinafter “**Agreement**”) is made and executed at Gurugram on this 18th day of August 2021.

BY AND BETWEEN

M/s Yohaam Buildcon LLP , a LLP incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 326, Third Floor, C-1/3, Laxmi Tower, Naniwalabagh, Azadpur, Delhi 110033, through its authorized signatory, authorised vide resolution dated 14/08/2021, Sh.Suleman Khan S/o Sh Shakur Khan R/o D-122, Khasra No 899, KharakRiwara, Satbari, Delhi-110074 (Aadhar No. 838227608105) (hereinafter referred to as the “**OWNER**”, which expression shall, unless

For YOHAAM BUILDCON LLP

Suleman

Designated Partner/ Authorised Signatory

For JMK Holdings Private Ltd

[Signature]
Authorised Signatory

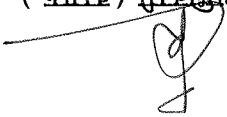
पत्र सं. 3260

दिनांक: 18-08-2021

<p>डीड का नाम COLLABORATION AGREEMENT</p> <p>तारीख/सब-तारीख 18/08/2021</p> <p>पत्र सं. 3260</p>	<p>डीड संबंधी विवरण</p> <p>राशि 73250000 रुपये</p> <p>राशि 3224600 रुपये</p> <p>राशि 1465000 रुपये</p> <p>रजिस्ट्रेशन फीस की राशि 50000</p> <p>Echallan: 80707170</p> <p>परिचय सं. 0 रुपये</p> <p>Drafted By: TC KHATANA ADV</p> <p>Service Charge: 0</p>
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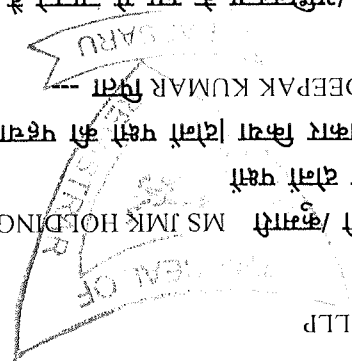
यह पत्र आज दिनांक 18-08-2021 दिन बुधवार समय 4:09:00 PM बजे श्री/श्रीमती/कंपनी निवास AZADPUR DELHI द्वारा प्रकीर्ण हेतु MS YOHAN BUILDCON LLP in SULEMAN KHAN QOTHER निवास AZADPUR DELHI द्वारा प्रकीर्ण हेतु प्रस्तुत किया गया।

उप/संयुक्त प्रतीपत्र अधिकारी (हरसर)



हरसर प्रतीपत्रकर्ता
MS YOHAN BUILDCON LLP

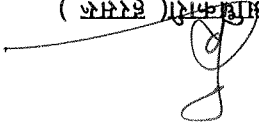
Suleman



उपरोक्त प्रतीपत्र व श्री/श्रीमती/कंपनी MS JMK HOLDINGS PVT LTD thru DEVENDER AGGARWALOTHER द्वारा है। प्रतीपत्र के तथ्यों की दोनों प्रतीपत्रों में समझकर स्वीकार किया दोनों प्रतीपत्रों की प्रतीपत्र श्री/श्रीमती/कंपनी TC KHATANA निवास निवासी ADV GGM व श्री/श्रीमती/कंपनी DEEPAK KUMAR निवास निवासी ADV GGM ने की।

प्रतीपत्र नं: 1 को हम मजबूत/अप्रतिपत्र के रूप में जानते हैं तथा वह प्रतीपत्र नं: 2 की प्रतीपत्र करता है।

उप/संयुक्त प्रतीपत्र अधिकारी (हरसर)



repugnant to the context or meaning thereof, be , Khasra No. deemed to include its partners and respective representatives, administrators, administrators, legal heirs, executors, liquidator, successors and permitted assigns) of the FIRST PART.

AND

M/s JMK Holdings Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi 110001, through its authorized signatory vide board resolution dated 14/08/2021, Shri Devender Aggarwal S/o Late Sh. Padam Chand Aggarwal R/o 34, Road No.61, Punjabi Bagh, New Delhi 110026 (Aadhar No. 534343700054)(hereinafter referred to as the "**DEVELOPER**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the SECOND PART;

The Owner and the Developer are hereinafter collectively referred to as the "**Parties**" and, individually, as a "**Party**".

The Schedule to the present Agreement and the **Recitals** here-in-under are an integral part of this Agreement.

AND WHEREAS the Owner is the absolute and lawfully recorded owner and in physical possession of the Land admeasuring 7.325 acres as per details provided in **Schedule-A** situated in Village Harsaru, Sector 88A, Tehsil and District Gurugram, Haryana ("**Said Land**").

AND WHEREAS the Developer along with its associate companies contemplate to develop the said land by developing A Real Estate Project such as Residential/ Commercial etc. Project (hereinafter "**Project**") thereon after obtaining the requisite license from the concerned authorities and getting the plans sanctioned/approved from the competent authority.

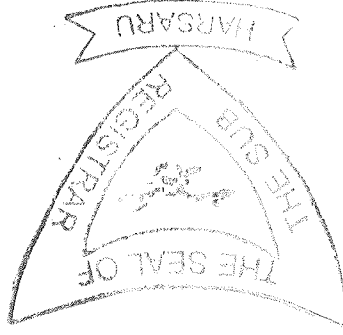
AND WHEREAS the Owner is not fully equipped to execute and complete the work of development and construction of the proposed Real Estate Project and has approached the Developer who represents that it is engaged in the development and construction of various types of Real Estate Projects and is well experienced in the line of business and as such the Owner wishes to Collaborate with the Developer for the execution and completion of proposed Real Estate Project on the said land in terms of the license and approvals that may be granted.

AND WHEREAS the Owner assures and declares that it is the legal and absolute Owner of the said Land and have full rights to enter into this Collaboration Agreement with the Developer and further assures and

For YOHAAN BUILDCON LLP

Suleman
Designated Partner/ Authorised Signatory

For JMK Holdings Private Limited
[Signature]
Authorized Signatory



दिनांक 18-08-2021

उप/संयुक्त पंजीयन अधिकारी (हरियाणा)

प्रमाणित किया जाता है कि यह प्रत्येक क्रमांक 3260 आज दिनांक 18-08-2021 को बही नं 1 लिदर नं 34 के पृष्ठ नं 27 पर किया गया तथा इसकी एक प्रति अनिश्चित बही संख्या 1 लिदर नं 781 के पृष्ठ संख्या 67 से 68 पर लिपिकाई गयी। यह भी प्रमाणित किया जाता है कि इस दर्तावेज के प्रत्येककर्ता और गवाहों ने अपने दर्ताकार/निर्णायक अंग्रेजी में समझ कर किया है।

प्रमाण पत्र

गवाह 2 :- DEEPAK KUMAR

गवाह 1 :- TC KHATANA

LTD

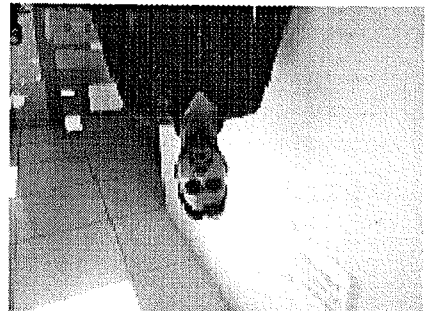
दावेदार :- thru DEVENDER AGGARWAL OTHERMS JMK HOLDINGS PVT

LLP

पंजीकर्ता :- thru SULEMAN KHAN QOTHER MS YOHAAN BUILDCON

उप/संयुक्त पंजीयन अधिकारी

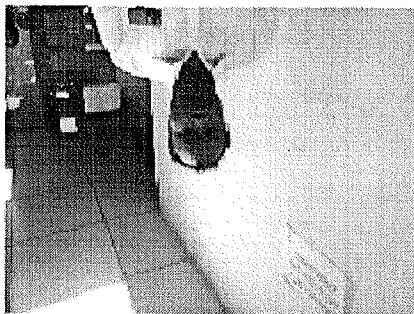
पंजीकर्ता



3260

Reg. No.

दावेदार



2021-2022

Reg. Year

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Book No.

declares that there is no dispute of any nature whatsoever such as family/group dispute, litigation, charge, mortgage or any kinds of third party's interest of any nature whatsoever, disputes, notifications etc. except as disclosed in present deed if any, and the Developer has independently verified the ownership rights of the Owner in the Said Land, based upon documents as provided by the owner.

AND WHEREAS the parties, relying upon the aforesaid representations, assurances and declarations given by one to the other, the Developer has agreed to undertake the development, execution, marketing and completion of the said Project as may be licensed by the competent authority on the said land on the terms and conditions hereinafter appearing here-in-under.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THIS AGREEMENT WITNESSETH AND PARTIES HEREBY AGREE AS UNDER:-

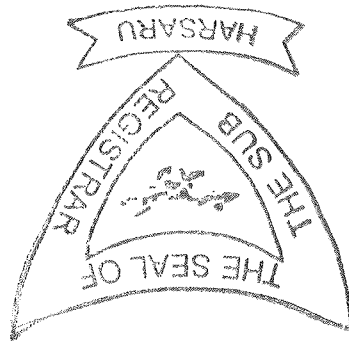
1. That the subject matter of this Collaboration Agreement between the Owner and the Developer is the land admeasuring 7.325 acres as per details provided in **Schedule-A** situated in Village Harsaru, Sector 88A, Tehsil and District Gurugram. Haryana ("**Said Land**") to the present Agreement for utilizing the same for Development, construction, execution, marketing and completion of the said Project after obtaining applicable permissions/ License / CLU etc. required from the Competent Authority and getting the plans sanctioned/ approved from the concerned authorities. The Developer shall be responsible for incurring all costs but not limited to obtaining necessary permissions / approvals, brokerages and commission etc.
2. That it is acknowledged and confirmed by the parties that the present Agreement is for development/completion of the said land into a Real Estate Project and does not constitute sale of said land and hence the Owner shall continue to be the Owner of the said land.
3. That the Owner further declares that notification u/s 4 or 6 of Land Acquisition Act has not been issued/published by the Government land acquisition Department in respect of the said Land.
4. That the Owner have declared and represented to the Developer that there are no disputes or any other encumbrance of any kind of whatsoever relating to the said land and the said Land is free from all kinds of encumbrances, mortgage, charges, gifts, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claim and litigations and acquisition, except mortgage/ charge/ encumbrance as disclosed in present deed if any and the Owner shall keep the title of the said land absolutely free and saleable till the duration and full

For YOHAAN BUILDCON LLP

Suleman

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Designated Partner/ Authorised Signatory



implementation of this Agreement in all respects and the Developer has entered into this Agreement relying/action upon these declaration and representation/undertaking of the Owner.

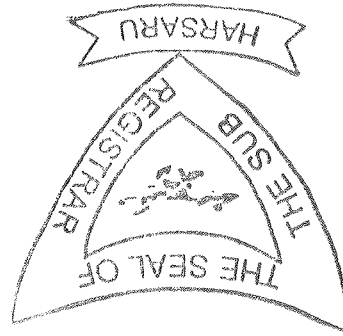
5. That in case said land or any part thereof comprised in and subject matter of this Agreement declared belonging to the Owner, is lost on account of any defect in the Owner's title or any litigation started by any one claiming through the Owner or previous owner of said land or any one claiming title paramount to the Owner or on account of any cause or causes whatsoever including relating to any outstanding (s) claim (s) taxes (s) etc. on the Owner, the Owner shall be liable for the actual damages, losses, costs and expenses sustained by the Developer and / or intending buyers of whole or part of the built / un-built areas of the Project, the Owner expressly agrees to keep the Developer and the intending buyers of whole or part of the Project of the built/un-built areas harmless and indemnified against all actual claims and demands for all kinds of actual damages, losses, cost and expenses which the Developer or the intending buyer may sustain or incur by any reason of or any case or cases whatsoever. If due to any Force Majeure condition e.g. if Govt. acquires, without any fault of the Owner, then the Owner cannot be penalized for the same.
6. That if, Owner's title or rights of possession are challenged in any court/authority/forum etc, thereby any claim, demand, tax litigation or any other court/authority/forum etc final order of any nature whatsoever, as stated in preceding clause, then it is a condition of this Agreement that the work of development and / or any other matter incidental to this Agreement shall not, at any time or after the commencement or on handing over possession to the intending purchaser, be stopped/prevented obstructed or delayed in any manner whatsoever. It is agreed that such final decree if any shall only be met and satisfied out of first from the unpaid revenue share of Owner and or proceeds thereof.
7. That at the desire of the Developer, the Owner shall execute General Power of Attorney (GPA) and/or Special Power of Attorney and/or any other document or papers in favour of the Developer or it's nominee to enable the Developer including for the development, execution, marketing and completion of said Project but not limited to apply for all regulatory approvals, licenses, sanctions and no objections for development of the said land is required and to raise constructions thereon as agreed hereto. However, in the event, any other/further document in respect of said land is required, the Owner shall have to sign the same to enable the Developer to obtain the necessary license/ permission and complete the development of the said Project on the said land based on mutual discussion. If, at any stage, any previous Agreement/ collaboration/ development Agreement executed by the Owner with any third party or any advance taken by the Owner in

For YOHAAN BUILDCON LLP

Suleman

Designated Partner/ Authorised Signatory

For JMK Holdings P.L.C.
[Signature]
Authorized Signatory



relation to the said land or any part thereof is noticed or comes into the knowledge and the project is delayed, then the time agreed, if any for development shall be deemed as extended and it shall be sole obligation of the Owner to settle all such actual claim/ claims at its own cost and the Owner do hereby keep the Developer indemnified against all such actual claims. However, such extension shall be on mutually agreed basis and in case the Developer is unable to complete the project within the reasonable stipulated time agreed upon, the Owner shall have the right to terminate the Agreement with at least one year written notice in advance. The Developer, based upon documents as provided by the owner, had carried out its due diligence, with respect to the ownership of the land which is subject matter of development and is satisfied with the title documents as provided by the owner, being inspected by the Developer. Further, Owner shall indemnify the Developer and / or intending buyers as the case may be, from all actual damages, losses, costs and expenses sustained due to any defect in title of the said land.

8. That the Owner further undertake that it shall not deal with the said land in any manner whatsoever and shall henceforth keep the said land free from any charge, lien, litigation, claim etc. except as disclosed in present deed if any and shall not create any kinds of whatsoever any obstruction or impediment in the development, execution, marketing and completion of said Project.
9. That the Developer, relying upon the aforesaid representations, assurances declaration and undertakings given by the Owner, undertakes for development, execution, marketing and completion of said Land in a Real Estate Project, at its own cost and expenses including the expenses incurred for procuring/obtaining the requisite Permissions/ Licenses/ CLU, sanctions and approvals from all Competent Authorities and thereafter to construct on the said Land, after getting the plans sanctioned/approval from the concerned authorities. The Owner agree in accordance with the terms and conditions herein recorded to place at the complete disposal of the Developer, the said Land, and to vest in the Developer all discretion of the Developer for obtaining the requisite Permissions/ License/ CLU sanctions and approvals for development, construction and completion of the proposed said Project on the said Land.
10. That the building plans/layout/sanction plan for the said Project shall be in accordance and conformity with the Zonal Plan and the rules and by-laws of the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/or such other Authority as may be prescribed thereof pertaining to the said Land as may be enforced in the area. Any deviation from the sanctioned plan resulting in any prosecution, fine and/or penalty shall solely be to the account

For YOHAAN BUILDCON LLP

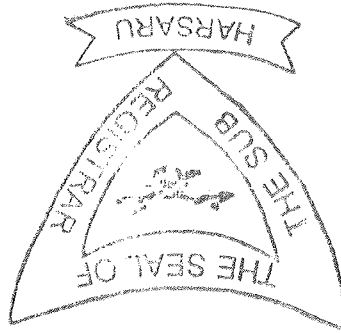
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Designated Partner/ Authorised Signatory

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For JMK PROPERTIES PVT. LTD.

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Authorised Signatory



of Developer, and the Developer further undertakes to indemnify the Owner from any liability arising from any account for the same.

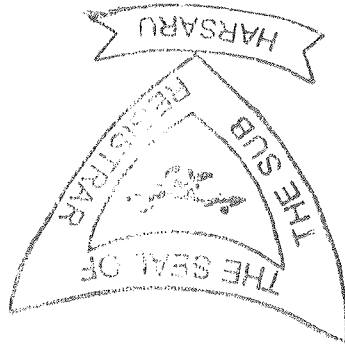
11. That the Developer shall proceed to have suitable design, model and/ or plans prepared for said Project and get them approved/ sanctioned from the Competent Authorities. For this purpose, the Developer undertakes to engage and employ Architect or Architects at its own cost and expenses. The Developer shall, for and on behalf of the Owner, apply to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/ or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/ Licenses/ CLU, sanctions and approvals for the development and construction on the said Land, the proposed said Project in accordance with the applicable Zonal Plans. However, the Developer shall be entitled to make or agree to such variations in the design of the plans as may be required or considered by the Developer desirable or necessary, but subject to approval of the statutory authorities. The Developer shall be solely responsible for any illegal / unauthorized construction beyond sanctioned plans, and shall bear any penalty/damages as may be imposed in this regard. Developer further undertakes to indemnify the Owner from any liability arising from any account for the same
12. That the entire amount required for the cost of construction of the said Project including the charges and fees of the Architect (s), preparation of plans as also all other statutory fees and charges incidentals thereto shall be wholly to the account of the Developer.
13. The Statutory Payments payable to the Government on account of External Development Charges (EDC) and Infrastructure Development Charges (IDC) shall be borne by the parties in following manner-
 - a. In case EDC/IDC is recoverable from the unit buyer it shall be the sole responsibly of the Developer to collect and deposit the same to the Authority concerned.
 - b. In case EDC/IDC is non-recoverable from the unit buyer it shall be borne by both the parties in proportion to their share as mentioned in this agreement.
14. That the Owner covenants with the Developer that Owner shall supply and provide all documentary evidence as may be required to be submitted to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and / or any other Authorities concerned with the matter and further that the Owner shall also sign and execute all such other documents, letters etc. as may be necessary for development, construction and completion of the said Project and for giving effect to the terms of this Agreement.

For YOHAAN BUILDCON LLP

Suleman

Designated Partner/ Authorised Signator

Authorized Signatory



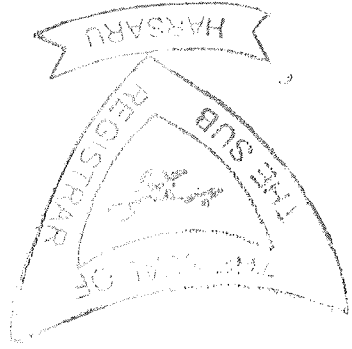
15. That the Owner shall render to the Developer all assistance necessary and undertakes to sign all applications, representations, petitions, indemnities, affidavits, plans and all such other documents including Power of Attorney(s), as the Developer may require in its name for development, execution, marketing, completion of said Project and for the purpose of submitting applications to the various authorities for requisition of License / CLU, permissions, approvals, sanctions and all other matters required statutorily to be done and performed in connection with the commencement and completion of the said Project on the said Land and for the sale of the said Project building and for all purposes mentioned in the draft of Power of Attorneys approved by parties hereto subject to duration and full implementation of this Agreement in all respects. However, the documents which the Developer requires the Owner to sign shall be subject to approval by the Owner if the same are not in ordinary course of business.
16. That the Owner shall assist the Developer to defend and otherwise respond to any proceeding(s) that may be initiated by any person(s) in regard to any portion of the said Land which may be instituted at any time hereafter before any Court or other authority and all costs, expenses etc in regard thereto shall be borne by the Owner if such proceeding pertains to or have any effect on the defect in Ownership or title of the Said Land.
17. Simultaneously, on signing of this Collaboration Agreement, the Owner have handed over the actual vacant physical possession of the said Land to the Developer for purposes of developing, construction and marketing the said Project agreed to be developed under these presents and to enable the Developer to discharge its part of obligations. The Developer shall not launch the Project without registering the Project under RERA and other applicable laws. It is clarified that on execution of this Agreement, subject to the above the Developer shall be entitled to enter upon the said Land, survey the same and carryout the work of development, construction and completion of the said Project on the said land and put up its hoarding / sign boards at site to show its presence / interest in the said Land with the legend that the Project to be constructed, wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the Competent Authority and to have site office thereon. The handing over of the possession by the owner to the developer is irrevocable and the possession of the said land once delivered/handed over to the developer for the purpose of the aforementioned project shall not be disturbed or interfered with by the Owner or his/their representative with the exception that the Owner shall give one year written notice in advance to the Developer on non-fulfilment of the terms of the Agreement by the Developers. Notwithstanding anything contained in this Agreement, the

For YOHAAN BUILDCON LLP

Suleman

Designated Partner/ Authorised Signatory

Authorized Signatory



possession of the Said Land will be restored to the Owner if the Developer fails to obtain the eligibility confirmation / LC III from DTCP (“**Eligibility Letter**”) by December 31, 2022 or such extended period as mutually agreed upon between the parties. To brief, the possession of the Said Land will remain with the Developer till the termination of this Agreement.

That this Agreement comprises the right of the Developer to build upon the Said Project in accordance with the terms of this Agreement and to sell, book, dispose-off the built up/ un-built areas of the said project and to retain the sales proceeds as per its share for its use, and benefit, also the right to use the common area and common facilities at the will of and at the sole discretion as may be decided by the developer, from time to time subject to the fulfillment of the obligation by the Developer to share the revenue with the Owner, (“**Owner’s Entitlement**”) to be generated from the sale of the units in the proposed said project.

18. **REVENUE SHARE:** In consideration of the grant/transfer of the Development Rights by the Owners to the Developer, and the Developer undertaking the Project under the terms of this Agreement, it has been agreed between the Owners and the Developer to share the Gross Sales Revenue generated from the Saleable Area in the Project in the manner provided below:


OWNER’S ALLOCATION	25% in the Gross Sales Revenue (“ Owners’ Entitlement ”) generated from the sale / allotment / lease or any other nature of the entire Saleable Area at the Project, and
DEVELOPER’S ALLOCATION	75% in the Gross Sales Revenue (“ Developer’s Entitlement ”) generated from the sale / allotment / lease of the entire Saleable Area at the Project

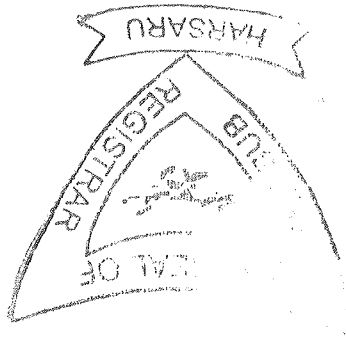
It is agreed between the parties that once the project is launched the Owner’s entitlement shall be transferred to the owner quarterly based on actual receipt of the sale value of the project or in such manner as may be mutually decided.

19. The Developer is also making payment of Non-Refundable Security Deposit amounting to Rs. 7,32,50,000/- (Rupees Seven Crores Thirty Two Lacs Fifty Thousand Only) subject to TDS deduction, as per applicable law. The said amount is being paid to the Owner through the mode and schedule detailed below:

For YOHAAN BUILDCON LLP


Designated Partner/ Authorised Signatory


Designated Partner/ Authorised Signatory



S. No.	Date	Description	Amount
1.	16/08/2021	RTGS YESBR52021081683336765 - JMK - YOHAAN BUILDCON LLP	9,800,000.00
2.	16/08/2021	RTGS YESBR52021081683337114 - JMK - YOHAAN BUILDCON LLP	9,800,000.00
3.	16/08/2021	RTGS YESBR52021081683337121 - JMK - YOHAAN BUILDCON LLP	9,800,000.00
4.	16/08/2021	RTGS YESBR52021081683336772 - JMK - YOHAAN BUILDCON LLP	5,800,000.00
5.	16/08/2021	RTGS YESBR52021081683337084 - JMK - YOHAAN BUILDCON LLP	9,800,000.00
6.	17/08/2021	Cheque No. 278576 drawn on Yes Bank, Connaught Place	50,00,000.00
7.	17/08/2021	Cheque No. 278577 drawn on Yes Bank, Connaught Place	50,00,000.00
8.	17/08/2021	Cheque No. 278578 drawn on Yes Bank, Connaught Place	50,00,000.00
9.	17/08/2021	Cheque No. 278579 drawn on Yes Bank, Connaught Place	50,00,000.00
10.	17/08/2021	Cheque No. 278580 drawn on Yes Bank, Connaught Place	9,25,000.00
		TOTAL	65,925,000.00

20. In case the Developer fails to get the Eligibility Letter/LOI for the Project on account of non-declaration of Residential Zone/non availability of density/FAR in the Sector or any other statutory terms and conditions and/or any reason beyond the control of the Developer, then the Developer may apply for other nature/kind of real estate project which includes the Commercial License or any other permissible usage duly approved by the competent Authorities provided such license/approvals are obtained by June30, 2023 or such extended period as agreed upon between the parties at the terms and conditions mutually agreed upon at that time by the parties.

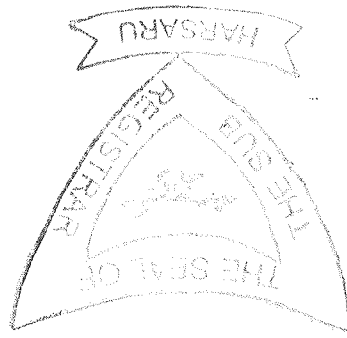
Notwithstanding anything contained in this agreement and in supersession of any conflicting provision of this Agreement, in the event of failure of Developer getting any such Eligibility Letter/LOI or Commercial License by June30, 2023 or such extended period as

For YOHAAN BUILDCON LLP

Suleman

Designated Partner/ Authorised Signatory

[Signature]
Authorised Signatory



mutually agreed upon between the parties, the agreement shall stand terminated and all rights and entitlements of the said Land will be restored to the Owner. Upon termination of this Agreement as mentioned herein, the Parties will be discharged from their respective obligations as mentioned herein. Upon termination of this Agreement as mentioned herein, the Parties will be discharged from their respective obligations as mentioned herein, or as maybe mutually decided by the parties.

If the Developer is able to procure the Eligibility Letter/LOI for proposed Real Estate Project by June30, 2023 then the Developer will have an option to purchase the said Land from the Owner. If the developer exercises such option, then the owner shall promptly and compulsorily sell all or such portion of the said land for which the eligibility letter/LOI has been obtained For such purchase of all or part of the Said Land, the Developer shall pay to the Owner such price as mutually agreed between the Parties and the Owner (which shall not be less than the minimum price applicable as per law) and the Developer shall execute all documents, deeds, writings to acquire such portion of the said Land from the Owner. The Security deposit as per clause 19 paid by the Developer shall be adjusted towards the purchase price for such portion of the said Land for which Eligibility Letter/LOI has been obtained.

Notwithstanding the above, in the event the Developer has obtained the Eligibility Letter/LOI or Commercial License from DTCP, Haryana in relation to the said Land, then the Developer shall not be entitled to terminate this Agreement without purchasing all or such portion of the said Land for which the Eligibility Letter/LOI has been obtained and payment of the consideration for the same as provided herein.

Except in the event of failure on part of the Developer to develop the Project as per the terms and conditions of this agreement, the owner shall not have a right to terminate the Agreement.

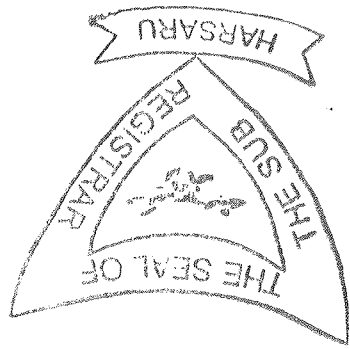
21. The Developer, at its absolute discretion, shall demolish all structure "Kacha" or "Pacca" existing on the said land before the Developer applies for requisite approvals and sanctions.
22. That the Owner shall authorize the Developer to book for sale/ sell/ lease the area to the prospective buyers/ tenants, in whole or in parts, on prevailing rates fixed by the Developer and to receive payments and issue receipts thereof on behalf of the Owner without any kind of civil or criminal liability upon the Owners.
23. That the Developer shall commence and complete the construction of the said Project by providing the entire finance, equipment, inputs, material infrastructure and expertise necessary to construct the said

For YOHAAN BUILDCON LLP

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Designated Partner/ Authorised Signatory

For JMK
[Signature]



Project in accordance with the sanctioned plans/layout/building plan and any modifications thereof as may become necessary during the progress of the work.

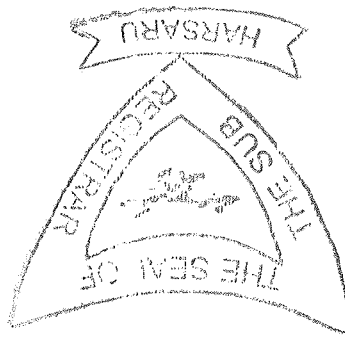
24. That based on this Agreement, the Developer shall be investing substantial amount in the project. It is clearly understood and agreed between the parties and thus forms the integral condition of this Agreement that after execution of this Agreement, the Owner or its partners and respective representatives, administrators, administrators, legal heirs, executors, liquidator, successors and permitted assignsetc. will not revoke, terminate, cancel or back out from this Agreement under any circumstances other than as provided for in the termination events set out in this Agreement. In such eventuality the Developer may take legal recourse at its sole discretion, without prejudice to its other rights, at the actual cost and risk of the Owner besides claiming actual damages/losses etc. of any kind of.
25. That the Developer shall be entitled for refund of all fees, Advance and other charges of whatsoever nature deposited by the Developer with various authorities for seeking various approvals etc. for the said Project and the Owner undertake to refund such amount to the Developer within 10 days of the receipt of such refund if such amount is refunded to the Owner.
26. The Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rule and regulation as are in force or introduction from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of safety, resulting in injury or damage to workmen, plant and machinery or third party.
27. The Developer alone shall be responsible for any accident that may occur during the course of development and it alone shall meet any financial or other liability either under Workmen Compensation Act or under any other Law or Regulation in force for the time being. Any financial expenditure of whatever nature involved in any accident to workmen, labour, employee, neighbor or any other person shall be borne by the Developer and Owner shall be absolved of and indemnified by the Developer of any financial or other liability in this regard.
28. The Owner shall not interfere with or obstruct in any manner with the development, marketing, execution and completion of the said Project and/or booking/allotment or sale / Lease of developed, built or un-built areas of the said Project, except as stated herein above.

For YOHAAN BUILDCON LLP

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29. The Developer shall be entitled to retain or let out or allot or enter into Agreements for sale/ lease or to dispose of the built – up or un-built area or allocation to any party either in whole or in parts, to receive the payments thereof and to execute the necessary documents in favour of prospective allottees. The Owner shall also join hands, if necessary, in executing the documents in favour of prospective allottees. However, it is made clear that the financial liabilities will be of the party who receive any amount from the buyers, lessees or the tenants as the case may be.
30. That the maintenance services of the Complex will always be vested with the Developer and / or an agency appointed by it. And the owner shall be liable to comply with all the terms and conditions of the maintenance agreement with the developer and/ or its appointed agency. After the occupation, the prospective Buyers / lessees upon occupying their areas shall pay the prevailing maintenance charges including the deposits.
31. That the Owner and the Developer shall be bound to comply with all the terms and conditions of Permissions/ Licenses/ Eligibility Letter/ LOI/Commercial License and Agreement with the Director, Town & Country Planning, Haryana/ Competent Authority/ Concerned Authority in respect of the said Project sought to be developed.
32. The Parties agree and acknowledge that only after obtaining written permission from the Owner, the Developer shall have the right and entitlement to create any charge, lien, mortgage or any Encumbrance over the said Project. Owner agrees that it will provide its said written permission at the earliest or within 7 days on the request of the Developer.
33. However, no such permission under this clause shall be required for any customer financing in respect of any loans or finances obtained by the prospective customers/buyers of the units in the Project.

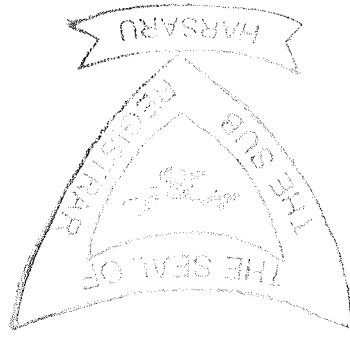
The repayment of any such loan amount shall be sole responsibility and liability of the Developer. The Owner shall not be held responsible for any liability of the Developer including loan amount in any manner.

The Parties agree that the Developer shall at all times indemnify and keep the Owner and their respective officers, directors, agents and employees indemnified and harmless from and against any and all losses, which maybe suffered, incurred, borne, made, levied, imposed, claimed from the Owner, directly or indirectly, as a result of or arising out of any default in payment of any loan amount by the Developer to any Bank/Financial Institution/Any third party or a breach of any agreement or covenant or obligation by the Developer contained in this Agreement and/ or claims and/ or action that may be initiated against the Owner on account of willful default and gross negligence of the Developer.

For YOHAAN BUILDCON LLP

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34. **OBLIGATION OF THE OWNER:**

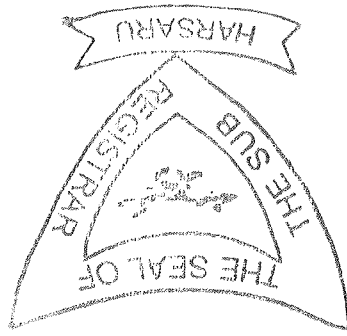
It is agreed by and between the parties that the Owner shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by him at its own cost and expenses:

- a. To clear all outstanding taxes, dues by whatever names called including charges towards electricity and water up to date of this Agreement at its own cost and expenses.
- b. To keep the title of the said land free and marketable so as to enable the Developer to complete the Project.
- c. To sign, apply for and submit for all permissions and sanctions jointly with the Developer from the Government and or other authorities including the sanction of Building Plans, Revised / Modified Plans, Service Plans etc. before the concerned Local Authorities as may be required for commencement, continuation and completion of the Project.
- d. To permit the Developer to set up infrastructure, site office etc. and permit free access upon the said Land to the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel duly authorized by Developer.
- e. To execute and sign all necessary documents required by the relevant Government authorities for smooth execution of the 'Project' including obtaining temporary / permanent electric connection from Electricity Authority / Board, Water connection, Tube well etc. It is understood that by doing so the Owner shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- f. To execute and sign Power of Attorney in favour of the Developer and/or its agents to enable the Developer to apply for and obtain all necessary permissions, sanctions, licenses etc. from the concerned authorities to enable the Developer to commence and complete Project in accordance with this Agreement.
- g. To execute and sign Power of Attorney in favour of the Developer to enable the Developer to sign Agreement for sale / Agreement for Lease etc. in favour of Prospective buyers / tenants / Licensees without any financial liability upon the Owner and subject to fulfilment of the obligations as envisaged in this Agreement by the Developer.

For YOHAAN BUILDCON LLP

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Designated Partner/ Authorised Signatory

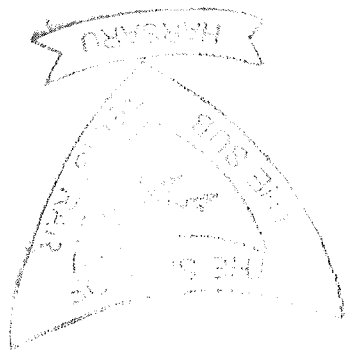


- h. To execute and sign all necessary documents of transfer of the developed area/built up units including sale deed or Lease Deed in favour of Prospective buyers / tenants / Licensees for transfer of title of the developed area/built up Units in case of requirement.
 - i. To defend, compromise & settle, all suits, proceeding and cases jointly with the Developer that may be initiated by any third party against any/all acts of the Owner or Developer with regard to development, construction and marketing of the project only in the situation where there is any fault of the Owner.
 - j. Not to enter into any Agreement or arrangement for the development of the said land except the Developers or its nominee(s) during the subsistence of this Agreement.
 - k. In case of any amount/fees deposited with the Government/any other authority is refunded to the OWNER, the same will be returned by the OWNER to the DEVELOPER within 30 days of the receipt of the same and in the event of any delay beyond this period, the owner will pay interest @6% per annum on the amount so received. The same shall be paid without any kind of deduction whatsoever.
35. The Developer agree and undertake to indemnify and keep the Owner indemnified against any claims and/or claims made by any of the prospective Buyer and/or Lessee of the developed area and/or any demand raised by any of the department involved in the project or by any statutory authorities as permitted under applicable laws. The Developer only shall be answerable and liable for all liabilities and consequences arising therefrom either civil or criminal and the Owners shall not be liable in any manner whatsoever to the prospective Buyers or to the departments/statutory authorities as permitted under applicable laws as it is the responsibility and liability of the Developer to develop the project in accordance with law and in terms of the commitments which the Developer shall made with the respective buyers with respect to the entire project thereof.
36. The Developer shall at all times hereafter remain liable for and shall fully and effectually indemnify and keep indemnified the Owners their heirs, executors and assigns against all losses, damages, penalties, actions, civil or criminal, cost and expenses which the Owners may incur or suffer by reason of the fact that the Developer has failed to fulfil their part of obligation as envisaged in the Agreement. The Developer undertakes to ensure that the said aspects of liability are brought to the notice of the Prospective Buyers in its clear terms.

For YOHAAN BUILDCON LLP

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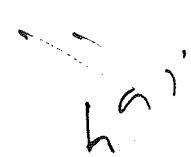


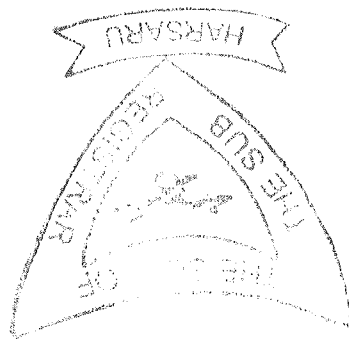
37. The parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
38. The Developer shall be entitled to market Project/building/project at their own cost. The Developer shall be entitled to execute the necessary Buyer Agreement and conveyance Deed/Sale Deed in favour of the Buyers. The Developer shall be liable to account for all payment/amounts received from Buyers and shall indemnify and keep indemnified the Owner under all circumstances for any discrepancy noticed in the accounts or pertaining to any dispute with the Buyers of the flats pertaining to the share of the Owner in the aforesaid project.
39. This has been agreed between the parties that brokerage, if incurred over the booking/ Sale of unit shall be paid in following manner by the parties in proportion to revenue under their allocation.
40. This has been agreed between the parties that brokerage, if incurred, over the booking/ Sale of unit shall be borne in following manner between the Parties.
- (I) In case of sale of affordable Group Housing units,
(a) Up to 1% (one percent) of brokerage, both parties will bear the brokerage in their revenue sharing ratio as mentioned above in clause 18 of this Agreement; and
(b) Any incremental brokerage more than 1% (one) percent, will be solely borne by the Developer
(II) In case sale of Commercial Complex, both parties will bear the actual brokerage as per their Revenue share allocation.
(III) In case sale of DDJAY (Affordable Plotted) both parties will bear the actual brokerage as per their Revenue share allocation.
41. All necessary documents/Agreements, conveyance deeds for bookings/sales/leasing shall be prepared by the Developer to maintain uniformity of general terms including for maintenance of the buildings.
42. All the common areas and facilities of the project shall be maintained by the Developer and/or their Nominee/Maintenance Agency as per applicable law. All the buyers, shall sign a separate Maintenance Agreement with the Maintenance Agency and pay maintenance charges, replacement fund, sinking fund, Advance etc. at such rates as may be fixed/demanded by the Developer/Maintenance Agency and/or an Association of Buyers, as the case may be.

For YOHAAN BUILDCON LLP



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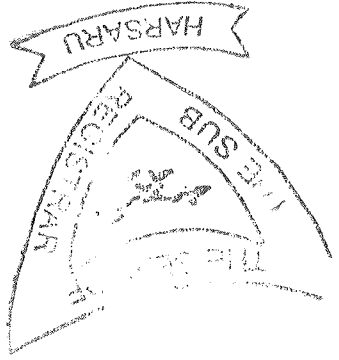


43. All type of rates, cess, tax liabilities or financial obligations with respect to the Project land which might so far have been incurred till the date of signing of this Agreement shall be met and discharged by the Owner. The Owner shall keep the Developer fully indemnified against any such liability or financial obligation of the Owner. After taking over the possession of the respective allocated area, all taxes, charges, levies of any outflows in respect to the project/unsold areas shall be shared between the parties in proportion to the sharing of revenue between them.
44. All taxes, levies such as GST, and Works contract tax as may be applicable with regard to construction/development of the project up to the date of issuance of occupation certificate shall be borne and paid by the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and the individual tax liability as regard to the income and assets has to be accounted for by the party independently without any liability of each other in this respect. The GST, if applicable, over the Owner's share of the revenue shall be paid and borne by the Owner's alone. However, works contract tax shall be the liability of the Developer.
45. During the period of construction till the date of occupancy of the project, the Developer shall be entitled to keep the building properly insured against fire, war, natural calamities, riots etc. and shall pay the premium for that purpose.
46. That the Owner shall authorize or execute Power of Attorney in favour of Developer for the registration of sale deed in the office of registrar Gurugram on their behalf for the area under Developer allocation and/ or the Owner themselves appear before the registrar at the time of registrations of sale deeds if so desired by the Developer and/or the Owner shall become party to such sale deeds.
47. That no changes, modifications or alterations to this Agreement shall be done without mutual consent of the parties in writing hereto.
48. That the parties hereto have agreed and undertaken to perform their part of Agreement with due diligence and mutual co-operation keeping in view the interest of each other and to execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
49. That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.

For YOHAAN BUILDCON LLP


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50. That in pursuance of the obligations and parties hereto duly performing and observing all the covenants herein contained this Agreement shall not be revoked or cancelled and shall be binding on both the parties and their partners and their respective representatives, administrators, successors, administrators, legal heirs, executors, liquidator and permitted assigns.
51. That this Agreement is not and shall not, however, be deemed to be constructed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
52. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall be valid and enforceable in accordance with the terms.
53. That it is an integral and essential term of this Agreement that the name of the said Project shall be decided exclusively by the Developer at its sole discretion and Owner shall not have any objection for the same.
54. That this Agreement shall always be subject to the usual force majeure circumstances. Notwithstanding anything to the contrary contained under this Agreement, it is specifically agreed between the Parties that any time taken by any Authority in granting any approvals, consents, plans, sanctions, licences etc. shall be excluded from the computation of any time in the completion of any work to be completed by the Developer and/or the obligations of the Developer under this Agreement. The Developer is required to give due advance notice of the force majeure circumstances to the Owner within 30 days of the Developer becoming aware of such force majeure circumstances.
55. That both the parties have represented to each other that they are duly authorized and competent to enter into this Agreement and this Agreement has been duly entered between them of their free will.
56. In case of any dispute or difference, the parties shall try to settle the same amicably, failing which the matter shall be referred Arbitration under the Arbitration and Conciliation Act, 1996 which shall consist of three Arbitrators. The Owner shall appoint one Arbitrator on his behalf and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third Arbitrator. Both the party shall appoint such sole arbitrator of its part within 30 days from

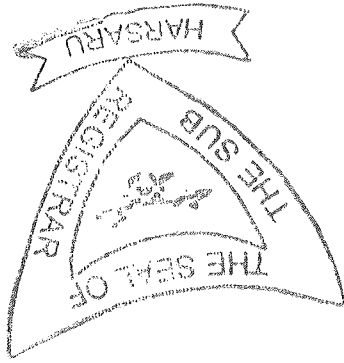
For YOHAAN BUILDCON LLP

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Designated Partner/ Authorised Signatory





the date of receipt of request of other party. The venue of arbitration shall be Delhi. However, the work of development and / or completion of the said Project and / or any other matter incidental to this Agreement shall not at any time or during or after arbitration proceeding, be stopped, prevented, obstructed or delayed in any manner whatever, and this shall be subject to the orders as may be obtained by the aggrieved party by instituting appropriate legal proceedings. All the matters directly or impliedly concerning this Agreement shall be subject to the jurisdiction of Courts at Delhi only.

57. All communications between the parties shall be sent through registered post at the Addresses of the Parties given below OR against receipt by hand AND a copy of the same must be sent via E-mail-

If to the Owner:

Address: 326, Third Floor, C-1/3, Laxmi Tower, Naniwalabagh, Azadpur, Delhi 110033

Email ID: yohaانبuildconllp@gmail.com

For the attention of:

If to the Developer:

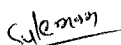
Address: 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi - 110001

Email ID: compliance@signatureglobal.in

For the attention of: Mr. Devender Aggarwal

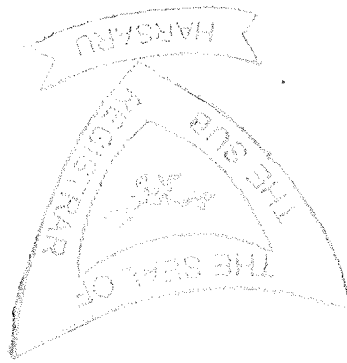
58. That the Developer shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.
59. That this collaboration agreement will be irrevocable and no modification/alteration etc. in terms and condition can be undertaken except after obtaining prior permission of DTCP, Haryana, if steps taken for obtaining license or license is granted.
60. All payments received on account of sale/marketing of dwelling units and/or on any other account received in the project shall be deposited and transferred in single RERA Account as per norms.
61. The Developer shall take an Insurance Policy related to risks entailed in the construction project which shall cover any liability arising out of loss of life or any other financial liability on account of the personnel engaged on the project.
62. As regards raising the finance for the project, it shall be as per mutually agreed terms and conditions between the Developer and the Owner & the Owner shall co-operate with Developer in this regard.

For YOHAAN BUILDCON LLP



Designated Partner/ Authorized Signator



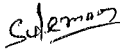


IN THE WITNESSES WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THESE PRESENT ON THE DAY, MONTH AND YEAR WRITTEN BELOW IN THE PRESENCE OF THE FOLLOWING WITNESSES.

Signed & Delivered by the within named OWNER:

For M/s YohaanBuildcon LLP

For YOHAAN BUILDCON LLP


Designated Partner/ Authorised Signatory

Suleman Khan
Authorised signatory


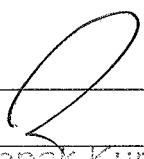
Signed & Delivered by the within named DEVELOPER:


For JMK Holdings Pvt. Ltd.

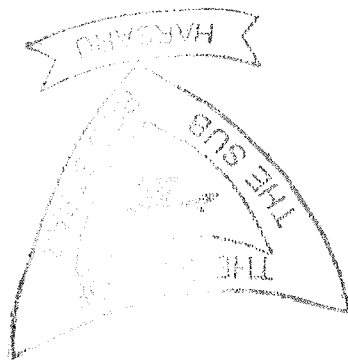


Devender Aggarwal
Authorised Signatory

Witnesses:

<p>Signature: _____</p> <p>Name: : _____ </p> <p>S/o: _____ T.C. KHATANA Advocate</p> <p>R/o: _____ Distt. Court, Gurgaon</p>	<p>Signature: _____ </p> <p>Name: : _____ Deepak Kumar</p> <p>S/o: _____ Advocate Distt. Court, Gurugram</p> <p>R/o: _____</p>
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Drafted By
T.C. KHATANA
Advocate
Distt. Court, Gurgaon
18/8/21



Schedule A

Details of the Said Land Admeasuring 7.325 ACRESacres situated in Village Harsaru, Sector - 88A, Gurugram

VILLAGE	RECT NO	KILLA NO	AREA
HARSARU	87	12 min	2-16
		13	8-0
		14	8-0
		15	8-0
		16	8-0
		18	8-0
		19 min	2-16
		22/1 min	2-2
		23/1	5-11
		24/1	5-7
TOTAL			58-12 OR 7.325 ACRES

Signed & Delivered by the within named OWNER:

For M/s Yohaانبuildcon LLP

For YOHAAN BUILDCON LLP

Suleman Khan
Designated Partner/ Authorised Signatory

Suleman Khan

Authorised signatory

Signed & Delivered by the within named DEVELOPER:

For JMK Holdings Pvt. Ltd.

Devender Aggarwal
Authorised Signatory

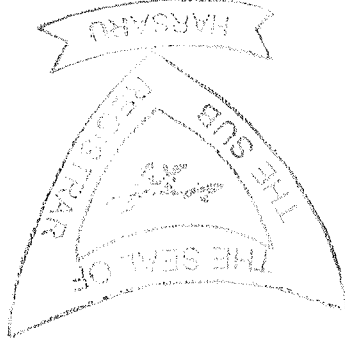
Devender Aggarwal


Authorised Signatory


Witnesses:

<p>Signature: _____</p> <p>Name: _____</p> <p>S/o: _____</p> <p>R/o: _____</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>S/o: _____</p> <p>R/o: _____</p>
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* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.



DPO Code: 0370		E - CHALLAN		AG/ Dept Copy	
Valid Upto: 23-08-2021 (Cash)		Valid Upto: 17-08-2021 (Chq/DD)			
GRN No.: C080707170		GRN No.: 0080707170		Date: 16 Aug 2021 13:51:12	
Office Name: 0370-NIAB TEHSILDAR HARSURU		Office Name: 0370-NIAB TEHSILDAR HARSURU		Treasury: Gurgaon	
Period: (2021-22) One Time		Period: (2021-22) One Time		Head of Account	
Amount ₹		Amount ₹		0030-03-104-97-51 Pasting Fees	
10		10		0030-03-104-99-51 Fees for Registration	
50000		50000		PD AcNo	
0		0		Deduction Amount: ₹	
50010		50010		Total/Net Amount: ₹	
Fifty Thousands Ten only		Fifty Thousands Ten only		Tender's Detail	
GPF/PAN/TIN/Act. no./VehicleNo/Taxid:-		GPF/PAN/TIN/Act. no./VehicleNo/Taxid:-		PAN No:	
Tender's Name: JMK Holdings Private Limited		Tender's Name: JMK Holdings Private Limited		Address: -	
GURUGRAM		GURUGRAM		Particulars: Pasting Reg Fees	
Cheque-DD- Detail:		Cheque-DD- Detail:		Depositor's Signature	
FOR USE IN RECEIVING BANK		FOR USE IN RECEIVING BANK		Bank CIN/Ret No: 13825351592	
Payment Date: 16/08/2021		Payment Date: 16/08/2021		Bank: Punjab National Bank Aggregator	
Status: Success		Status: Success		Punjab National Bank Aggregator	

DPO Code: 0370		E - CHALLAN		Candidate Copy	
Valid Upto: 23-08-2021 (Cash)		Valid Upto: 17-08-2021 (Chq/DD)			
GRN No.: 0080707170		GRN No.: 0080707170		Date: 16 Aug 2021 13:51:12	
Office Name: 0370-NIAB TEHSILDAR HARSURU		Office Name: 0370-NIAB TEHSILDAR HARSURU		Treasury: Gurgaon	
Period: (2021-22) One Time		Period: (2021-22) One Time		Head of Account	
Amount ₹		Amount ₹		0030-03-104-97-51 Pasting Fees	
10		10		0030-03-104-99-51 Fees for Registration	
50000		50000		PD AcNo	
0		0		Deduction Amount: ₹	
50010		50010		Total/Net Amount: ₹	
Fifty Thousands Ten Rupees		Fifty Thousands Ten Rupees		Tender's Detail	
GPF/PAN/TIN/Act. no./VehicleNo/Taxid:-		GPF/PAN/TIN/Act. no./VehicleNo/Taxid:-		PAN No:	
Tender's Name: JMK Holdings Private Limited		Tender's Name: JMK Holdings Private Limited		Address: -	
GURUGRAM		GURUGRAM		Particulars: Pasting Reg Fees	
Cheque-DD- Detail:		Cheque-DD- Detail:		Depositor's Signature	
FOR USE IN RECEIVING BANK		FOR USE IN RECEIVING BANK		Bank CIN/Ret No: 13825351592	
Payment Date: 16/08/2021		Payment Date: 16/08/2021		Bank: Punjab National Bank Aggregator	
Status: Success		Status: Success		Punjab National Bank Aggregator	

ORIGINAL

Non-Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 17/08/2021

Certificate No. G0Q2021H1490



Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

GRN No. 80706775



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Yohaam Buildcon Llp

H.No/Floor : 326

Sector/Ward : Nil

LandMark : Laxmi tower naniwalabagh

City/Village : Azadpur

District : Delhi

State : Delhi

Phone: 89*****06



Buyer / Second Party Detail

Name : Jmk Holdings Privatelimited

H.No/Floor : 13th

Sector/Ward : Nil

LandMark : Dr gopal das bhawan barakhamba road

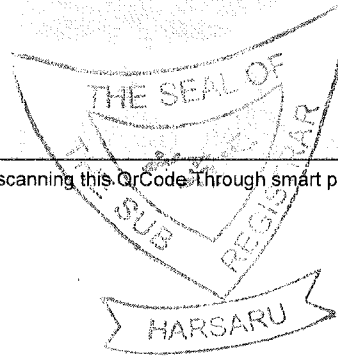
City/Village: Delhi

District : Delhi

State : Delhi

Phone : 98*****48

Purpose : SPECIAL POWER OF ATTORNEY



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

SPECIAL POWER OF ATTORNEY

Stamp Duty :Rs. 1,000/-

E-Stamp No. And Date – G0Q202181490 dated 17/08/2021

Pasting &Registration Fees: GRN No. 0080707262 / 105/-

KNOW ALL MEN BY THESE PRESENTS THAT WE EXECUTE THIS SPECIAL POWER OF ATTORNEY MADE AND EXECUTED AT GURUGRAM ON THIS 18th DAY OF AUGUST, 2021

BY

M/S Yohaam Buildcon LLP, a LLP incorporated under the Limited Liability Partnership Act, 2008, having its registered office at 326, Third Floor, C-1/3, Laxmi Tower, Naniwalabagh, Azadpur, Delhi 110033 acting through its natural individual as its authorized signatory vide Resolution dated 14/08/2021, Sh.Suleman Khan S/o Sh Shakur Khan R/o D-122, Khasra No 899, KharakRiwara, Satbari, Delhi-110074 (Aadhar No. 838227608105(Hereinafter called the "Executant")

For YOHAAN BUILDCON LLP

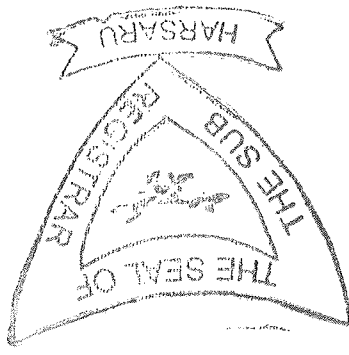
Suleman

Designated Partner/ Authorised Signator

Page 1 of 7

For JMK Holdings Pvt. Llp

Authorized Signatory



उप/संयुक्त पंजीयन अधिकारी (हरसर)

साक्षी नं:1 को हम नजबरदार /अधिकारी के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

निवासी ADV GGM नं की।

GGM व श्री/श्रीमती /कुमारी DEEPAK KUMAR पिता ---

ने संतकर तथा समझकर स्वीकार किया दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी TC KHATANA पिता --- निवासी ADV

है। पते पर लेख के तथ्यों को दोनों पक्षों

उपरोक्त पक्षकर्ता व श्री/श्रीमती /कुमारी MS JMK HOLDINGS PVT LTD thru DEVENDER AGGARWAL OTHER साक्षी

MS YOHAAN BUILDCON LLP

हस्ताक्षर प्रत्यानकता

उप/संयुक्त पंजीयन अधिकारी (हरसर)

किया गया।

MS YOHAAN BUILDCON LLP thru SULEMAN KHANOTHER निवास SATBARI DELHI द्वारा पंजीकरण हेतु प्रत्यान

यह पर लेख आज दिनांक 18-08-2021 दिन बुधवार समय 4:10:00 PM बजे श्री/श्रीमती /कुमारी

राशि 0 रुपये	रजिस्ट्रार नं : G002021H1490	रजिस्ट्रार की राशि 1000 रुपये	रजिस्ट्रार की राशि 1000 रुपये	राशि 0 रुपये	Drafted By: TC KHATANA ADV	Service Charge:200
धन संबंधी विवरण						
डीड का नाम	SPA	तहसील/सब-तहसील	हरसर	गांव/शहर	हरसर	
डीड संबंधी विवरण						

दिनांक:18-08-2021

परीच नं:48

WHEREAS:

- A. The Executantis the absolute owner of a parcel of Land admeasuring 7.325 acres as per Schedule -Isituated in revenue estate of Village Harsaru, Sector 88A, Tehsil and District Gurugram, Haryana which is hereinafter referred to as the "Said Land".
- B. The Executant has entered into a Collaboration/Development Agreement dated 18/08/2021 (hereinafter referred to as the "Agreement") in favour of M/s JMK Holdings Private Limited, a company registered and incorporated under the Companies Act, 1956/2013, having its registered office at 13th Floor, Dr.Gopal Das Bhawan, 28, Barakhamba Road, Connaught Place, New Delhi-110001, through its authorized signatory vide board resolution dated 14/08/2021, Shri Devender Aggarwal S/o Late Sh. Padam Chand Aggarwal R/o 34, Road No.61, Punjabi Bagh, New Delhi 110026 (Aadhar No. 534343700054) (Hereinafter called the "Developer"), in terms of which the Executant has granted the entire Development Rights over the Said Land to the Developer to develop the land as per the terms / conditions provided in the Agreement (the 'Project')
- C. Further, under the terms of the Agreement, the Executant has, in consideration of the obligations of the Developer, undertaken to execute in favour of the Developer and / or its nominee, a Special Power of Attorney, for the purpose of authorizing and giving the Developer all the power and authority as may be necessary or required to enable it to do all acts, deeds, matters and things as it is entitled to under the Agreement;

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH

That we, the above named Executant, do hereby, irrevocably nominate, constitute and appoint Developer i.e. M/s JMK Holdings Private Limited through a natural individual namely Mr. DevenderAggarwal S/o Late Sh. Padam Chand Aggarwal R/o 34, Road No.61, Punjabi Bagh, New Delhi 110026, i.e. the Authorized Signatory of the Developer (as authorized by the Developer) to be the true and lawfully constituted attorney of the Executant and in its name and/ or on its behalf to do, either by itself or through its substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time with respect to the land stated above in detail through this SPECIAL POWER OF ATTORNEY.

1. To apply for license for the above said land to respective concerned/competent authorities. To appear on behalf of Executant before any office/Official and to obtain the LOI and subsequently the license and further to collect the license.
2. To prepare survey plans, layout and service plans, building plans, applications, documents and any other documents required for applying for carrying out the work of development, Construction and completion of a Real Estate Project such asmulti-storeyed commercial complex/residential complex/other projecton the said land.

For YOHAAN BUILDCON LLP

Sulaman

Designated Partner/ Authorised Signator

Page 2 of 7

For JMK Holdings Pvt. Ltd

[Signature]
Authorized Signatory

Reg. No.

Reg. Year

Book No.

48

2021-2022

4

पक्षकर्ता

प्राधिकृत

अपक्ष



पक्षकर्ता :- thru SULEMAN KHANOTHER MS YOHAAAN BUILDCON

LLP

प्राधिकृत :- thru DEVENDER AGGARWALOTHERMS JMK HOLDINGS PVT

LTD

अपक्ष 1 :- TC KHATANA

अपक्ष 2 :- DEEPAK KUMAR

प्राप्त पत्र

प्रमाणित किया जाता है कि यह प्रत्येक क्रमांक 48 आज दिनांक 18-08-2021 को बही नं 4 लिस्ट नं 1 के पृष्ठ नं 65.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 लिस्ट नं 8 के पृष्ठ संख्या 11 से 12 पर लिपकई गयी। यह भी प्रमाणित किया जाता है कि इस दरतावेज के प्रत्येककर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा करें सामने किया है।

दिनांक 18-08-2021

उप/समर्थक पक्षीयन अधिकारी (हरसर)



3. To represent the Executants in all offices of Governor of Haryana, Town & Country Planning Department Haryana, Haryana Urban Development Authority, Municipal Committee of Gurugram, Haryana State Electricity Board, Environment Department, DHBVN, HVPN or any other Government Authority/Local Body and to sign and make any letter, document, representation for licenses, permissions and consent required in connection with the work of development and construction of a Real Estate Project such as multi-storeyed commercial complex/residential complex/other project on the said land and for purposes incidental thereto and make payment of charges due, to obtain refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid.
4. To apply for and obtain water connections, sewerage disposal connections, electricity connections, permits of cement, iron and steel or any other building materials from the appropriate authorities and to deposit necessary charges for the aforesaid purposes and also to receive back the refunds which may be due.
5. To engage any architect, planner, draftsman etc. for the building to be constructed, to fix their charges, remunerations and pay the same and the Executants will not be responsible and liable for any accident that may occur during the course of construction.
6. To get the said land/property assessed/re-assessed and to pay all taxes, rates, charges, expenses and other outgoings whatsoever payable on the said land for or on account of the said land/property or any part thereto and to insure the same, against loss or damage by fire or otherwise and to pay all premiums for such insurances.
7. To do marketing of the project pursuant to the receipt of licenses, book for sale or lease basis for the units or plots or spaces in the said project in its/their own name (s) and at its/their own risk and responsibility and for such price and on such terms and conditions as the said attorney may think fit and expedient and to execute relevant documents including agreement for sale, lease deed and conveyance/sale deed etc.
8. To receive from the prospective purchaser or lessee or its heirs and assigns the price or lease money and give effective receipts and discharges for the same in its own name with reference to flats, plots etc and to retain the money up to itself to the extent of its own share as per the Collaboration Agreement.
9. On completion of the project or after obtaining requisite license/CLU, to transfer and convey rights, title and interest in the areas in the said Project agreed to be sold/leased to different prospective purchaser/lessee by the attorney in favour of respective purchaser/lessee and to execute the relevant documents including agreement for sale, lease deed and conveyance/ sale deed etc and fulfillment of all the obligations under the collaboration agreement.
10. To complete all the related formalities like bearing of cost and expenses and others and further undertake and adopt the complete procedure with respect to obtaining/procuring/collecting license from respective/concerned authorities;

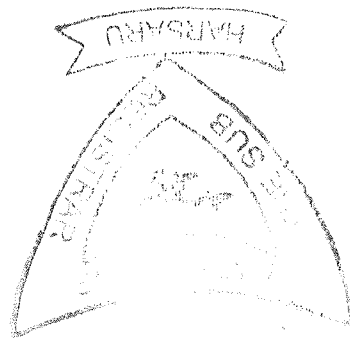
For YOHAAN BUILDCON LLP

Page 3 of 7

Suleman

Designated Partner/ Authorised Signatory

For JMK Holdings Pvt. Ltd.
Authorized Signatory



11. To sign, file, verify, apply, review, amend all or any documents in respect of promoting/developing the above said land for a Real Estate Project such as multi-storeyed commercial complex/residential complex/other project etc. and to represent or appear before any authorities with respect to obtaining license for the above stated land;
12. To enter upon the Said Land and take control and possession the same only for the purposes of carrying out the development of the project;
13. To remain in control of and enjoyment of the Said Land, and be responsible for the construction and development on the Said Land or any part thereof until the completion of the construction and development of the Project;
14. To manage the Said Land and the facilities constructed upon it and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Said Land with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of Law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Said Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;
15. To carry out the Project on the Said Land through or with due sanction of the appropriate governmental authority and to construct and develop the Project in accordance with the sanctioned plans and specifications.
16. To represent and to act on behalf of the Executant, before any Government Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Developer may desire or deem fit from time to time, for any license, permission, approval, sanction or consent required in connection with the exercise of the rights vested in it by virtue of the Agreement including sanctions and approval and re-approval of change in land use, layout plans, building plans, zoning plans, completion certificates, occupancy certificates, etc. as required under applicable laws, rules, regulations, order, notifications in relation to the Project or the Said Land and for the purposes incidental thereto, and make payment of charges, due and receive payments and refunds into the single RERA account specifically opened for this purpose [and as is mentioned in the Collaboration Agreement dated 18/08/2021 entered into by the Executant and the said M/s JMK Holdings Private Limited (Developer)] and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purpose aforesaid;
17. To appear before any person, officer and authority, in relation to exercising the rights of development vested in the Developer under the Agreement or in relation to the development of the Project on the Said Land, and for any other matter connected with and/or touching the development of the Project or the Said Land;

For YOHAAN BUILDCON LLP

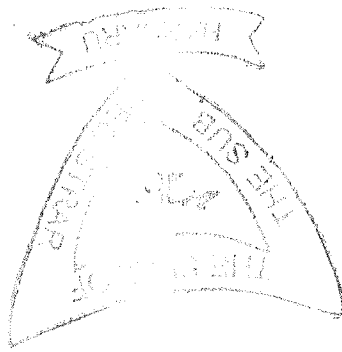
Page 4 of 7

For JMK Holdings Pvt. Ltd

Authorized Signatory


Suleman

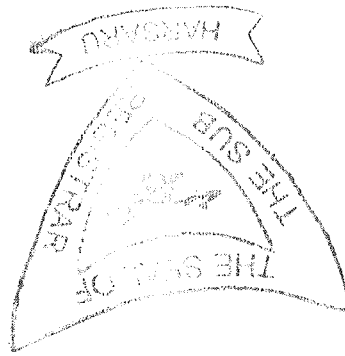
Designated Partner/ Authorized Signatory



18. To carry out the full, and uninterrupted development of the Project as per the terms of the Collaboration Agreement:
19. To appear before any person, officer and authority, in relation to exercising the rights of development vested in the Developer under the Agreement or in relation to the development of the Project on the Said Land, and for any other matter connected with and/or touching the development of the Project or the Said Land;
20. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc. as may be required, including without limitation, change in land use, intimation of approval, commencement certificate, drainage certificate, occupation certificate, completion certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Said Land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose;
21. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing/building on the Said Land by utilizing the FSI/FAR as may be permitted in respect of the Said Land.
22. To appoint, employ or engage architects, surveyors, engineers, Contractors, subcontractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney and desire or deem fit from time to time;
23. To apply to the Government or any Government Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and Development of the Project.
24. To exercise uninterrupted, exclusive marketing rights and branding rights in respect of the Project;
25. To exercise full, and uninterrupted rights for allotment, license in the entire saleable area in the Project and/or on the Said Land, and enter into agreements with such transferees as it deems fits.







AND I hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, under the Power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, within the four corners of this Special power of attorney, under and by virtue of this these presents.

In witness whereof the Executant have executed this Deed of special Power of Attorney on the Day, month and Year set forth below its Signature

Executant

For YOHAAN BUILDCON LLP

Suleman

Designated Partner/ Authorised Signaton

M/s Yohaans Buildcon LLP

(Represented through its authorised signatory)

Mr.Suleman Khan

Deepak Kumar
Advocate
Distt. Court, Gurugram

Attorney Holder – Mr. Devender Aggarwal

Witness 1

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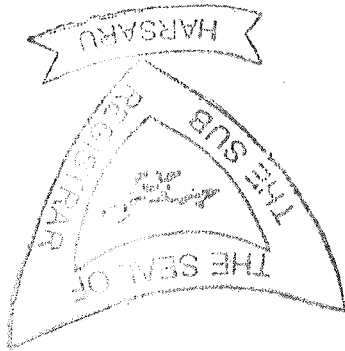
T.C. KHATANA
Advocate
Distt. Court, Gurgaon

Witness 2

Deepak Kumar

Deepak Kumar
Advocate
Distt. Court, Gurugram

h
Drafted By
T.C. KHATANA
Advocate
Distt. Court, Gurgaon
18/8/21



SCHDEULE –I

**The entire land parcel under consideration of this Agreement i.e. 7.325 acres situated
in Village Harsaru, Sector 88A Tehsil and District Gurugram**

VILLAGE	RECT NO	KILLA NO	AREA
HARSARU	87	12 min	2-16
		13	8-0
		14	8-0
		15	8-0
		16	8-0
		18	8-0
		19 min	2-16
		22/1 min	2-2
		23/1	5-11
		24/1	5-7
TOTAL			58-12 OR 7.325 ACRES

Executant

For YOHAAN BUILDCON LLP

Suleman

Designated Partner/ Authorised Signator

M/s YOHAAN BUILDCON LLP

Represented through its authorised signatory

Mr. Suleman Khan

Suleman

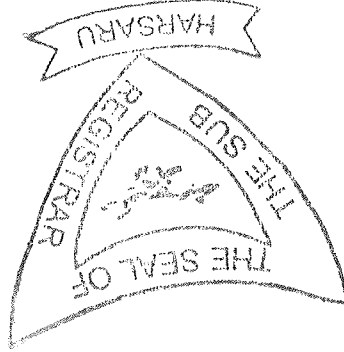
Attorney Holder – Mr. Devender Aggarwal

Witness 1

T.C. KHATANA
T.C. KHATANA
Advocate
Distt. Court, Gurgaon

Witness 2

* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.



DDO Code: 0370	E - CHALLAN		AG/ Dept Copy
Valid Upto: 23-08-2021 (Cash)	Valid Upto: 17-08-2021 (Chq/DD)		
GRN No.: 008070262	Date: 16 Aug 2021 13:52:36		
Office Name: 0370-NIAB TEHSILDAR HARSURU	Treasury: Gurgaon	Period: (2021-22) One Time	
Head of Account			
0030-03-104-97-51 Pasting Fees	Amount ₹	5	
0030-03-104-99-51 Fees for Registration		100	
PD AcNo		0	
Deduction Amount: ₹		0	
Total/Net Amount: ₹		105	
₹ One Hundred and Five only			
Tenderer's Detail			
GPF/PAN/TIN/Act. no./VehicleNo/Taxid:-	PAN No:	Tenderer's Name: JMK Holdings Private Limited	Address: GURUGRAM -
			Particulars: Pasting Reg Fees
			Cheque-DD- Detail: Depositor's Signature
FOR USE IN RECEIVING BANK			
Bank CIN/Ret No: 13825359005	Payment Date: 16/08/2021	Bank: Punjab National Bank Aggregator	Status: Success

DDO Code: 0370	E - CHALLAN		Candidate Copy
Valid Upto: 23-08-2021 (Cash)	Valid Upto: 17-08-2021 (Chq/DD)		
GRN No.: 008070262	Date: 16 Aug 2021 13:52:36		
Office Name: 0370-NIAB TEHSILDAR HARSURU	Treasury: Gurgaon	Period: (2021-22) One Time	
Head of Account			
0030-03-104-97-51 Pasting Fees	Amount ₹	5	
0030-03-104-99-51 Fees for Registration		100	
PD AcNo		0	
Deduction Amount: ₹		0	
Total/Net Amount: ₹		105	
₹ One Hundred and Five Rupees			
Tenderer's Detail			
GPF/PAN/TIN/Act. no./VehicleNo/Taxid:-	PAN No:	Tenderer's Name: JMK Holdings Private Limited	Address: GURUGRAM -
			Particulars: Pasting Reg Fees
			Cheque-DD- Detail: Depositor's Signature
FOR USE IN RECEIVING BANK			
Bank CIN/Ret No: 13825359005	Payment Date: 16/08/2021	Bank: Punjab National Bank Aggregator	Status: Success