

Government of National Capital Territory of Delhi

: JMK HOLDINGS PVT LTD JMK HOLDINGS PVT LTD JMK HOLDINGS PVT LTD JMK HOLDINGS PVT LTD JMK HOLDINGS PVT LTD



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LC-IV

**AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A
COLONY**

This agreement is made on this 27th day of MAY 2022

For JMK Holdings Private Limited

Director
Town & Country Planning
Haryana, Chandigarh

Director/Authorized Signatory/

Mathematical Aids

1. The authentication of this Stamp certificate should be verified at 'www.sholiestamp.com' or using e-Stamp Mobile App of Stock Holding.
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

M/S JMK Holdings Private Limited in collaboration with Yohaam Buildcon LLP, having its registered office at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi-110001 (hereinafter referred to as ("Developer") of the ONE PART

And

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

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

AND WHEREAS under Rule 11 of the Haryana Development and Regulation of Urban Areas Rules 1976 (hereinafter referred to as the said "Rules"), one of the conditions for grant of license is that the owner/Developer shall enter into an agreement with the Director for carrying out and completion of development works in accordance with the license finally granted for setting up Commercial Plotted Colony on the land measuring 2.512 acres in the revenue estate of Village Harsaru, Sector-88A, District 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 Commercial Plotted Colony on the said land measuring 2.512 acres falling in the revenue estate of Village Harsaru, Sector-88A, District Gurugram, Haryana on the fulfillment of all the conditions as are laid down in the Rule-11 of the Haryana Development and Regulation of Urban Area Rules, 1976, the owner/developer hereby covenants as follows:
 - (i) That the owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereunder:-
 - (ii) That the owner shall pay the proportionate External Development Charges at the tentative rate of Rs. 416.385 lacs per gross acre for commercial plotted colony. These charges shall be payable to Haryana Shehri Vikas Pradhikaran (HSVP) through the Director, Town and Country Planning, Haryana either in lumpsum within thirty days from the date of grant of license or in twelve equal quarterly installments of 8.33% share 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 91.67% in eleven equated quarterly 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. 416.385 lacs per gross acre. However, at the time of grant of completion certificate nothing will be outstanding on account of EDC.
 - (iii) For grant of Completion certificate the payment of External Development Charges shall be pre-requisite alongwith valid licence and Bank Guarantee.
 - (iv) The unpaid amount of EDC would be carry an interest at a rate 12% per annum (Simple) and in case of any delay in the payment of Installment on the due date, and additional penal interest of 3% per Annum (making the total payable interest @15% simple per annum) would be chargeable up to a period of three months and an additional three months with the permission of Director.

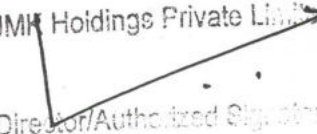
For JMK Holdings Private Limited

Director
Town & Country Planning
Haryana, Chandigarh

Director/Authorized Signatory

- (v) In case HSVP executes External Development Works before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in lump sum even before the completion of license period and the Owner/Developer shall be bound to make the payment within the period to specified.
- a) Enhanced compensation of land cost, if any, shall be payable extra as decided by Director from time to time.
- b) The colonizer shall arrange the electric connection from outside source for electrification of their colony from Haryana Vidyut Prasaran Nigam Ltd. If the owner/developer fails to seek electric connection from Haryana Vidyut Prasaran Nigam Ltd, then the Director shall recover that cost from the owner/developer and deposit the same with Haryana Vidyut Prasaran Nigam Ltd. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of th colony shall be the responsibility of the colonizer, for which the colonizer will be required to get the "Electrical (distribution) service plan/estimates" approved from the agency responsible for installation of "external electrical services", i.e. Haryana Vidyut Prasaran Nigam Ltd./Uttar Haryana Bijli Vitran Nigam Ltd./Dakshin Haryana Bijli Vitran Nigam Ltd., Haryana and complete the same before obtaining completion certificate for the colony.
- c) That the rate, schedule, terms and conditions of External Development Charges may be revised by Director, during the period of the license as and when necessary and the Owner/Developer shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.
- d) That the owner shall be responsible for the maintenance and upkeep of the colony for a period of five years from the date of issue of completion certificate under rule 16 of the Rules, unless earlier relieved of this responsibility.
- e) That the owner shall be individually as well as jointly be responsible for the development of commercial colony.
- f) That the owner shall be complete the internal development works within initial validity of the grant of license.
- (vi) That Owner/developer shall deposit the Infrastructure Development Charges amounting Rs. 1,52,49,096/- @ 1,000/- per sq mtr for permitted Floor area in two equal installment of IDC shall be deposited by the owner/developer within 60 days from the date of the grant of license and second installment shall be deposited within six months from the date of grant of license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delayed period in payment of installment.
- (vii) That the owners/developer shall carry out his own expense and cost any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (viii) That the owner/developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the developer works in the colony and the owner/developer shall carry out all directions issued to him for ensuring due compliance of the executions of the development works in accordance with license granted.


Director
Town & Country Planning
Haryana, Chandigarh

For JMH Holdings Private Limited

Director/Authorized Signatory




- (ix) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and the Rules shall be binding on the Owner/Developer.
 - (x) That the owner shall make his own arrangement for the disposal of sewerage till the external sewerage system is provided by Haryana Shahari Vikas Pradhikaran and the same is made functional.
 - (xi) That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section 4(2)(I)(D) of the Real Estate Regulation and development Act, 2016 with the online application/payment gateway of the department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
 - (xii) That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
 - (xiii) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
 - (xiv) The implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the owner/developer. The Owner/Developer shall continue to supplement such automatic EDC deduction with payments from its own funds to ensure that the EDC installments that are due for payment are paid as per the prescribed schedule.
2. Provide always and it is hereby agreed that if the Owner/Developer commits any breach of the acts and conditions of this Bilateral Agreement or violate any provision of Act or Rules, then and in case and notwithstanding the waiver of any previous cause or right, the Director may cancel the license granted to Owner/Developer.
 3. Upon cancellation of the license under clause 3 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and The Haryana Development And Regulation of Urban Area Rules, 1976 as amended up to date, the Bank Guarantee in the event shall stand forfeited in favour of the Director.
 4. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
 5. The expression "the Owner/Developer" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
 6. After the development works in respect of the Commercial Plotted Colony have been completed by the Owner/Developer in accordance with the approved plans and specifications and a completion certificate.

In respect thereof have been issued, the Director may, on an application in this behalf from the owner/developer release the bank guarantee or part thereof, as the case may be. The Bank Guarantee equivalent to 1/5th amount thereof shall be kept unrealized to ensure upkeep and maintenance of the colony for period of 5 years from the date of issue of the completion certificate under Rule 16 or earlier in case the owner/developer is relieved of the responsibilities in this behalf by the Government. However the Bank Guarantee regarding the External Development Charges shall be released by the Director in proportion to payment of External Development Charge received from the Owner/Developer.

For JMK Holdings Private Limited

Director/Authorized Signatory

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

Witnesses: 1 Dharmendras Kumar # 1054, Sect- 15-B Chandigarh 	<p>For JMK Holdings Private Limited</p> <p>Director/Authorized Signatory </p> <p>Authorised Signatory On behalf of Developer M/s JMK Holdings Private Limited</p>
2	<p></p> <p>Director Town & Country Planning Haryana, Chandigarh For & on behalf of the Governor of Haryana</p>





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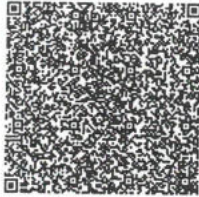
Government of National Capital Territory of Delhi

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Certificate No.	: IN-DL98732021840673U
Certificate Issued Date	: 03-Mar-2022 11:29 AM
Account Reference	: IMPACC (IV)/ dl960303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL96030386689201425206U
Purchased by	: JMK HOLDINGS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JMK HOLDINGS PVT LTD
Second Party	: DEPARTMENT OF TOWN AND COUNTRY PLANNING HARYANA
Stamp Duty Paid By	: JMK HOLDINGS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

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

Director
Town & Country Planning
Haryana, Chandigarh

For JMK Holdings Private Limited

Director/Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This agreement made 27th on MAY day of 2022 between **M/S JMK Holdings Private Limited** in collaboration with Yohaam Buildcon LLP, having its registered office at 13th Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, New Delhi-110001 (hereinafter referred as "Owner/Developer") which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees of the ONE PART

AND

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

AND WHEREAS in addition to agreement executed in pursuance of the provisions of rule-11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the " Rules") and the conditions laid down therein for grant of license, the owner/developer shall enter into a bilateral agreement with the Director for carrying out and completion of the development works in accordance with the license finally granted for setting up of a Commercial colony on the land measuring 2.512 acres falling in the revenue estate of Village Harsaru, Sector-88A, District Gurugram.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding in all respect:-

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 said Commercial Plotted Colony on the said land measuring 2.512 acres falling in the revenue estate of Village Harsaru, Sector-88A, District Gurugram, Haryana on the fulfillment of all the conditions as are laid down in the Rule-11 of the Haryana Development and Regulation of Urban Area Rules, 1976, the owner/developer hereby covenants as follows:

(i) That the owner undertakes to pay proportionate External Development Charges (EDC) as per rate, schedule, terms and conditions hereunder:-

(ii) That the Owner /Developer undertakes to pay the EDC of Rs. 1045.95 Lacs after for the commercial colony. These charges shall be payable to Director, Town & Country Planning, Haryana, either in lump sum within 30 days from the date of grant of License with twelve equal quarterly installments of 1/12th share each in the following manner:-

a) First Installment of 1/12th share of the amount of External Development Charges shall be payable within a 30 days from the date of grant of License.

b) Balance 11/12th share is 11 equal quarterly installments along with interest at the rates of 12% per annum, which shall be charged on the unpaid portion of the amount worked out at the tentative rates of Rs. 416.385 lacs per gross acre for commercial colony however at the times of grant of occupation certificate nothing will be outstanding as EDC however at the times of grant of occupation certificate nothing will be out standing a EDC.

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

(iii) The External Development Charges rates are under finalization, In the event of

Director
Town & Country Planning
Haryana, Chandigarh

Director/Authorized Signatory

Increase in tentative external development charges rates in the owner/developers shall pay the enhanced amount of external development charges and the interest on installment, if any from the of grant of license.

- (iv) That the owner/ developers shall specify the detail of calculation per Sq.M/ sq. ft. which is being demanded from the Commercial site owners on account of EDC/ EDC, if being charges separately ad per rates fixed by the Govt.
- (v) For grant of Completion certificate the payment of External Development Charges shall be pre-requisite alongwith valid licence and Bank Guarantee.
- (vi) The unpaid amount of EDC would carry an interest at a rate of 12% per annum (Simple) and in case of any delay in the payment of Installment on the due date, and additional penal interest of 3% per Annum (making the total payable interest @15% simple per annum) would be chargeable up to a period of three months and an additional three months with the permission of Director.
- (vii) That the owner shall derive maximum net profit @15% of the total project cost of development of the above noted commercial 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.
- (viii) The owner shall submit the certificate to the Director within thirty days of the full and final completion of the project from a Chartered Accountants that the overall net profit (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme. Provided that the colonizer shall have the option either to deposit the Infrastructure Augmentation Charges as applicable time to time at any stage before the grant of such completion certificate and get the exemption of the restrict of profit beyond 15% or deposit the amount as per terms and conditions of the Agreement.
- (ix) In case Haryana Shahari Vikas Pradhikaran executes External Development Works before the final payment of EDC, the Director shall be empowered to call upon the Owner/Developer to pay the balance amount of EDC in lump sum even before the completion of license period and the Owner/Developer shall be bound to make the payment within the period to specified.
 - a) Enhanced compensation of land cost, if any, shall be payable extra as decided by Director from time to time.
 - b) The owner shall arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN, the Director, Town & Country Planning will recover that cost from the colonizer and deposit it with HVPN. However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizer, for which the colonizer will be required to get the "electrical (distribution) services plan/estimates" approved from the agency responsible for installation of "external electrical services", i.e. HVPN/UHBNL/DHBNL, Haryana and complete the same before obtaining completion certificate for the colony.
- (x) That the rate, schedule, terms and conditions of External Development Charges may be revised by Director, during the period of the license as and when necessary and the Owner/Developer shall be bound to pay the balance enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director.

For JMK Holdings Private Limited

Director/Authorized Signatory

- (xi) 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.
- (xii) That the owner shall be individually as well as jointly be responsible for the development of commercial colony.
- (xiii) That the owner shall complete the internal development works within initial validity of the grant of license.
- (xiv) That Owner/developer shall deposit the Infrastructure Development Charges amounting Rs. 1,52,49,096/- @ Rs. 1,000/- per sq mtr for permitted Floor area in two equal installment of IDC shall be deposited by the owner/developer within 60 days from the date of the grant of license and second installment shall be deposited within six months from the date of grant of license. The unpaid amount of the IDC shall carry an interest @18% per annum (simple) for the delayed period in payment of installment
- (xv) That the owners/developer shall carry out his own expense and cost any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (xvi) That the owner/developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the developer works in the colony and the owner/developer shall carry out all directions issued to him for ensuring due compliance of the executions of the development works in accordance with license granted.
- (xvii) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and the Rules shall be binding on the Owner/Developer.
- (xviii) That the owner shall make his own arrangement for the disposal of sewerage till the external sewerage system is provided by Haryana Shahari Vikas Pradhikaran and the same is made functional.
- (xix) That the owner/developer shall integrate the bank account in which 70 percent allottee receipts are credited under Section 4(2)(I)(D) of the Real Estate Regulation and development Act, 2016 with the online application/payment gateway of the department, in such manner, so as to ensure that 10% of the total receipt from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the State treasury.
- (xx) That such 10% of the total receipt from each payment made by the allottee, which is received by the Department shall get automatically credited, on the date of receipt in the Government treasury against EDC dues.
- (xxi) That such 10% deduction shall continue to operate till the total EDC dues get recovered from the owner/developer.
- (xxii) The implementation of such mechanism shall, however, have no bearing on EDC installment schedule conveyed to the owner/developer. The Owner/Developer shall continue to supplement such automatic EDC deduction with payments from its own funds to ensure that the EDC installments that are due for payment are paid as per the prescribed schedule.

2. That the owner shall convey the 'ultimate Power Load Requirement' of the project to the concerned power utility with a copy to the Director within two months period the date of

grant of license to enable provision of site in licensed land for transformers/ switching stations/ electric sub stations as per the norms prescribed by power utility in the zoning plan of the project.

3. Provide always and it is hereby agreed that if the Owner/Developer commits any breach of the acts and conditions of this Bilateral Agreement or violate any provision of Act or Rules, then and in case and notwithstanding the waiver of any previous cause or right, the Director may cancel the license granted to Owner/Developer.
4. Upon cancellation of the license under clause 3 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and The Haryana Development And Regulation of Urban Area Rules, 1976 as amended up to date, the Bank Guarantee in the event shall stand forfeited in favour of the Director.
5. The stamp duty and registration charges on this deed shall be borne by the Owner/Developer.
6. The expression "the Owner/Developer" hereinabove used shall include his heirs, legal representatives and successors and permitted assignees.
7. After the layout and development in respect of the commercial plotted colony have been completed by Owner/Developer in accordance with the approved plans and specifications and a completion certificate in respect thereof issued, the Director may, on an application in this behalf, from the Owner/Developer, release the bank guarantee or part thereof as the case may be, provided that 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/Developer 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/Developer.
8. That any other condition which the Director may think necessary in public interest can be imposed.
9. That the Owner/Developer shall pay the labour cess charges as per the prevalent policy.

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

Witnesses: 1 <i>Dharmendra Kumar</i> <i>#1054, Sect- 15-B</i> <i>Chandigarh</i> <i>[Signature]</i>	<i>For JMK Holdings Private Limited</i> <i>Director/Authorized Signatory</i> Authorised Signatory On behalf of Developer M/s JMK Holdings Private Limited
2	<i>[Signature]</i> Director Town & Country Planning Haryana, Chandigarh For & on behalf of the Governor of Haryana