



Certificate No. G0V2024J3993

Stamp Duty Paid : ₹ 600
(Rs. Only)

GRN No. 122912894



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Jms buildwell realty Private limited
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 89*****25

**Buyer / Second Party Detail**

Name : Icici bank ltd
H.No/Floor : Na Sector/Ward : Na LandMark : Na
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 89*****25

Purpose : AGREEMENT

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

Date: 22.10.2024

To

ICICI Bank Limited,

Branch Manager,

ICICI Bank, Gurugram

Dear Sir/ Madam,

Sub: Request Letter for opening of account(s) in respect of "JMS Group Pride Avenue" Project (as defined in Annexure 1 hereto) in compliance with the requirements under Real Estate Regulation Act, 2016 including all amendments thereto ("RERA").

We, **JMS Buildwell Realty Private Limited** (hereinafter referred to as the "Client") request ICICI Bank Limited (hereinafter referred to as the "Account Bank") to open Account(s) (as defined hereinafter) in accordance with terms and conditions contained in this letter (hereinafter referred to as "Request Letter") and ICICI Bank's Terms and Conditions for current accounts ("Terms and Conditions") hosted on ICICI Bank's website https://www.icicibank.com/managed-assets/docs/terms-condition/current_ac_tc.pdf and upon our having completed all necessary formalities. The Client shall submit to ICICI Bank a

For JMS Buildwell Realty Private Limited

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duly filled-in Application Form in the form and manner as may be required by ICICI Bank (hereinafter referred as the "Application Form").

We agree that the opening and operation of the account(s) will be additionally governed by the following terms and conditions:

1. Representations and Warranties -The Client hereby represents and warrants that:

- a. The Client has the necessary power, authority and the legal right to agree to these terms and have taken all necessary actions required for the validity, enforceability and performance of its obligations / duties in terms hereof;
- b. This Request Letter constitute the legal, valid and binding obligations of the Client, enforceable against the Client in accordance with applicable law;
- c. The entry into and performance by the Client of its obligations /duties under this Request Letter and any other document related hereto does not and will not violate, in any respect of (i) any law, regulation, judgment, decree or order of any legislative, executive, judicial, quasi – judicial or regulatory authority (hereinafter referred to as "Government Authority") having jurisdiction or control over the Client; (ii) the organizational documents of the Parties; or (iii) any document, contract or other undertaking to which the Client is a party or which is binding on it or any of its assets;
- d. All consents, licenses, approvals or authorizations of or declarations to or registrations or filings with any Government Authority and the payment of all stamp and other transaction related duties, taxes and fees in India, and elsewhere, required to make the arrangements contemplated herein, legal, valid and enforceable have been obtained or made and are in full force and effect and shall continue to remain in full force and effect till the arrangements are terminated in accordance with the terms hereof.

2. The Client is desirous of opening the following account(s) with the Account Bank: *(please tick one or more)*:

Collection Account ☐ ; RERA Designated Account ☐ Current Account ☐

(Collectively referred to as "Accounts" and "Account" shall mean any one of them as the case maybe).

3. The Accounts shall bear the following title and shall be in the name as mentioned below:

4. The term Account(s) shall mean and include the current account(s) opened and maintained by the Client with the Account Bank in accordance with the selection made by the Client hereinabove for the purposes specified/ detailed herein. The Parties further agree that the Account(s) shall be denominated in Indian Rupees.
5. The Account(s) shall be operated in accordance with the mode of operation as specified at Annexure 2 in the event the Client is desirous of opening the Collection Account, the RERA Designated Account and the Current Account.

OR¹

The Account(s) shall be operated in accordance with the mode of operation as specified at Annexure 2 in the event the Client is desirous of opening only the RERA Designated Account.

6. The Account Bank shall, if by the terms hereof be required to perform any act / take any action on or within a period ending on a day which is not a day (other than Sunday or a public holiday) on which Account Bank is open for business in the place where the Accounts are held ("Business Day"), then such action will be performed / taken by the Account Bank on the immediately succeeding Business Day.

¹ NOTE: Please retain as per requirement of Client.

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7. The Client shall, at any time and from time to time upon the request of the Account Bank, promptly and duly, do or permit to be done all such acts and execute and deliver or permit the execution and delivery of any and all such instruments and documents as the Account Bank may consider necessary for the purpose of the Client obtaining the full benefit of this Request Letter including but not limited to the details and certificate of registration with the Real Estate Regulatory Authority or such other authorities, as the case may be, for the purpose of opening the said accounts.
8. The usage of the Account(s) is subject to submission of documents (if any) as mandated by the Account Bank and in accordance to applicable law in force. The Client undertakes to ensure compliance and submit updated documents from time to time. In the event the Client is unable to submit the necessary documents, the Account Bank shall reserve the right to freeze the Account(s) or take such action as may be appropriate under applicable law.
9. The Account Bank may rely upon any notice or certificate believed by it to have been signed by any of the authorized signatories of the Client as submitted by the Client to the Account Bank, and the Account Bank shall not be bound in any such case to call for further evidence or be responsible for any losses, liabilities, costs, damages, expenses or inconvenience that may be occasioned by its failure to do so.
10. The Account Bank shall not be liable for any claims arising against the Client and / or the Account Bank, in relation to any duties, actions or obligations performed and / or rights or powers exercised by the Account Bank in terms hereof. The Client shall defend, indemnify and hold harmless the Account Bank in any claim arising against the Account Bank. The Account Bank shall also not be liable for any liability, losses, damages, costs, expenses, (including legal fees, court fees and professional fees), suits and claims that are finally judicially determined to have resulted primarily from the negligence or infringing action of any of the Client's officials or any other person.
11. Notwithstanding anything contained herein, the Account Bank may refrain from taking any action which in its opinion, would or might contravene any law in any relevant jurisdiction, and do all such things in its opinion to comply with all applicable law. The Account Bank shall not be obliged to make any transfer from the Account(s) if so directed by any judicial, regulatory or government authority.
12. The Client agrees that notwithstanding anything contained in this Request Letter, the aggregate liability of the Account Bank to the Client, for any action done, or omitted to be done under or pursuant to this Request Letter or for any breach of any covenant or in tort, shall at all times be limited to the fees actually received by the Account Bank within the previous twelve (12) months, for the services rendered by it herein, provided however that the Account Bank shall not be liable for any indirect or consequential loss or damage, or special or punitive or exemplary damages, or loss of profit, business, revenue, goodwill or anticipated savings to the Client.
13. The Client shall from time to time, on demand by the Account Bank, indemnify the Account Bank and keep the Account Bank indemnified against any and all suits, costs, claims, proceedings counterclaims, actions, losses, damages, liabilities, demands, expenses (including, without limitation, attorney's fees and court costs) whatsoever which the Account Bank may suffer / incur:
 - a. in acting in its capacity as the Account Bank hereunder, including any claims for any taxes, payable by the Client, which are made on the Account Bank and / or any costs or expenses charged to it by any persons engaged by it in connection with the transactions herein;
 - b. as a consequence of the Account Bank relying upon any certificate, notice or communication signed by, or with the authority of the Client; and
 - c. in acting upon the provisions of this Request Letter any instructions received by it from the Client in terms hereof.

For JMS Buildwell Realty Private Limited


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14. In case of any inconsistency between Terms and Conditions and the terms contained in this Request Letter, this Request Letter shall prevail in respect of the subject matter contained herein.

15. The Branch office of the Account Bank in which the Account(s) have to be opened and maintained is **ICICI Bank Ltd, Gurgaon, Haryana, 122002**

16. Notice:

All/ any notices/ communications sent under or in pursuance of this Request Letter shall be in writing and sent to the following addresses/ fax numbers:

(a) For the Client: JMS BUILDWELL REALTY PRIVATE LIMITED

Registered Office Address: Plot No. 2380-SP, Sector-46, Gurgaon-122001, Haryana

Attention: [●] Mr. Pushpender Singh

Tel: [+919958000777]

Email ID: [accounts@jmsgroup.co.in]

(b) For the Account Bank:

Address: ICICI Bank Ltd, 163, H.T. Parekh Marg Backbay Reclamation, Churchgate, Mumbai 400 028, 163, HT Parekh Marg, near all India radio, BACKBAY RECLAMTION, Churchgate, Mumbai, Maharashtra 400020

Attention: Escrow Team

Tel: [●+91-022-66538888]

Email ID: [●backbaygbo@icicibank.com]

17. Fees:

[The Client unreservedly and unequivocally agrees to pay the requisite fees to the Account Bank in accordance with the Terms and Conditions. The fees payable shall be categorized under two heads:

a. Annual Fees: INR Nil /- (Rupees Nil Only) Plus applicable taxes.

b. Account Opening Fees: INR 50,000/- (Rupees Fifty Thousand Only) Plus applicable taxes.

c. The Parties further agree that the fee amount as mentioned above shall be recovered by directly debiting the Current Account or the current account number <.> maintained by the Client with the Account Bank, < > branch, as and when it falls due.]²

18. Notice Period: The Account Bank may retire at any time by giving 30 days' notice in advance to the Parties.

19. Authorised Signatories of the Client who can give instructions to the Account Bank³:


² NOTE: Please delete text in brackets and specify NIL is no fees is being charged.

³ Retain only if applicable.

For JMS Buildwell Realty Private Limited


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CLIENT

Name of Authorised Signatory	Designation	Specimen Signature
Pushpender Singh	Authorised Signatory	 For JMS Buildwell Realty Private Limited Authorised Signatory

JMS Buildwell Realty Private Limited, a Company registered under the Companies Act, 2013 and Having its Registered Address Offices at Plot No. 2380-SP, Sector-46, Gurgaon-122001, Haryana & Corporate Office at 07th Floor, North Tower, M3M Tee Point, Sector-65, Gurugram, Haryana-122018 (the "Client" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns

For JMS Buildwell Realty Private Limited

For the Client:


For JMS Buildwell Realty Private Limited
Authorised Signatory

Designation **Authorised Signatory**

Signature: _____

Please affix Common Seal of the Company/ Stamp of Partnership / Sole Proprietorship Firm⁴

Place of Execution: Gurugram

⁴ NOTE: Please delete if not applicable.

Annexure 1
Details of Project

Project Name: JMS Group Pride Avenue

The said Project has been approved by _____ Development Authority⁵ and has been registered/ proposed to be registered under the provisions of RERA with the UP RERA⁶.

Current Account Name-

Current Account number-

Annexure 2

Operation in the Account(s) where the Client is desirous of opening the Collection Account, the RERA Designated Account and the Current Account:⁷

A. Collection Account:

- I. On and from account opening date (the "Effective Date"), the Client shall deposit 100% of the collection proceeds of the Project/s (project details mentioned in Annexure 1) (the "Receivables") into the Collection Account.
- II. The Client shall not be entitled to operate the Collection Account. The Client will shall not be provided regular current account operating features such as – debit card/credit card, cheque book facility, internet banking facility, etc. with respect to the Collection Account and would have view access under corporate internet banking for the Collection Account.
- III. On and from the Effective Date, the Account Bank shall maintain a Standing Instruction in the Collection Account as per the below mechanism.
 - i. 70% of the Receivables deposited in Collection Account will be daily remitted to the RERA Designated Account held with the Account Bank.
 - ii. 30% of the Receivables deposited in the Collection Account will be daily remitted to Current Account.
- IV. The balance in the Collection Account will be zero at the end of each day (except in case of a non- Business Day wherein the Standing Instructions would be implemented on the next succeeding Business Day).

B. RERA Designated Account:

- I. Only 70% percent of the Receivables would be daily received in the RERA Designated Account from the Collection Account.
- II. The Client shall not be provided with regular current account operating features such as – debit card, cheque book facility, internet banking facility, etc. with respect to the RERA Designated Account.
- III. The funds in the RERA Designated Account shall be credited to the Current Account or such other account as required by the Client.⁸

⁵ NOTE: Please include the details of the competent authority created/ established by the appropriate Government that has issued commencement certificate/ building permit/ construction permit, by whatever name called to allow or permit the promoter to begin development works on the immovable property for the RERA project.

⁶ NOTE: Please include the details of the State RERA Authority.

⁷ NOTE: Please retain if Client is opening collection account, RERA designated account and current account.

⁸ NOTE: Applicable in non-lending cases

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IV. The Client shall ensure that the RERA Designated Account is registered with the respective state RERA authority and operation and maintenance of the RERA Designated Account, including withdrawal of funds shall be in accordance with the applicable state law (as amended from time to time).

V. The purpose of withdrawals shall include (please tick one or more)

Land cost ☐ Construction cost ☐ Refund to allottees ☐ Any other purpose ☐

VI. The Client agrees that withdrawal of funds from the RERA Designated Account will be permitted in accordance with the applicable laws, upon receipt of a request letter in the format prescribed by the Account Bank [and submission of certificates obtained from an architect, an engineer and a chartered accountant in practice]⁹ stating that the withdrawal so requested is in proportion to the percentage of completion of the Project.

VII. In cases where the Client wants to withdraw funds from the RERA Designated Account in tranches, the Client agrees to submit a request letter in the format prescribed by the Account Bank for each such tranche; [provided however, that the initial request letter has already been submitted along with the requisite certificates. Notwithstanding anything contained herein above, the withdrawal of funds requested in tranches vide such request letter shall not exceed the total withdrawal amount mentioned in the initial request letter.]¹⁰

C. Current Account:

I. Withdrawal from the Current Account shall be allowed as per regular current account process.

II. The Client shall be provided regular current account operating features such as – debit card/credit card, cheque book facility, internet banking facility, etc. with respect to the Current Account.

Operation in the Account(s) where the Client is desirous of opening only the RERA Designated Account:¹¹

A. RERA Designated Account:

I. On and from account opening date (the “Effective Date”), the Client shall deposit 70 percent of the collection proceeds (“Receivables”) of the Project.

II. The Client agrees that in terms of RERA, the Client as promoter/s of the Project are bound to deposit 70% of the amounts realised from the Project.

III. The Client shall not be provided with regular current account operating features such as – debit card, cheque book facility, internet banking facility, etc. with respect to the RERA Designated Account.

IV. The Client shall ensure that the RERA Designated Account is registered with the respective state RERA authority and operation and maintenance of the RERA Designated Account, including withdrawal of funds shall be in accordance with the applicable state law (as amended from time to time).

V. The purpose of withdrawals shall include (please tick one or more)

Land cost ☐ Construction cost ☐ Refund to allottees ☐ Any other purpose ☐

VI. The Client agrees that withdrawal of funds from the RERA Designated Account will be permitted in accordance with the applicable laws, upon receipt of a request letter in the format prescribed by the Account Bank [and submission

⁹ Note: Please retain this for the States that mandate the submission of certificates from architect, engineer and chartered accountant.

¹⁰ NOTE: Please retain this for the States that mandate the submission of certificates from architect, engineer and chartered accountant.

¹¹ NOTE: Please retain if Client is opening only RERA designated account.

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of certificates obtained from an architect, an engineer and a chartered accountant in practice]¹² stating that the withdrawal so requested is in proportion to the percentage of completion of the Project.

- VII. In cases where the Client wants to withdraw funds from the RERA Designated Account in tranches, the Client agrees to submit a request letter in the format prescribed by the Account Bank for each such tranche; [provided however, that the initial request letter has already been submitted along with the requisite certificates.]¹³ Notwithstanding anything contained herein above, the withdrawal of funds requested in tranches vide such request letter shall not exceed the total withdrawal amount mentioned in the initial request letter.

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¹² NOTE: Please retain this for the States that mandate the submission of certificates from architect, engineer and chartered accountant.

¹³ NOTE: Please retain this for the States that mandate the submission of certificates from architect, engineer and chartered accountant.