

INDIA NON JUDICIAL

For keeping the privacy of the parties, we are redacting the commercial figures in the agreement.

Government of Uttar Pradesh

e-Stamp

Signature

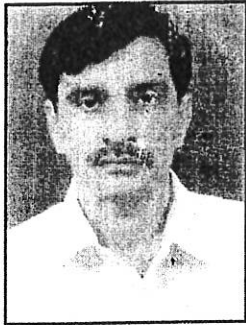
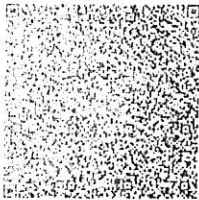
ACC Name MAHESH KUMAR

ACC Code : UPECOLUP14016004

ACC Address TEHSIL, DADRI

LIC 70/2021 Tehsil Dadri (G.B.Nagar)

Certificate No. : IN-UP17855311574562U
Certificate Issued Date : 07-Oct-2022 06:01 PM
Account Reference : NEWIMPACC (SV)/ up14016004/ GAUTAMBUDDH NAGAR 1/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1401600427436685627637U
Purchased by : CRC HOMES PRIVATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO-GH-08A, SECTOR- TECHZONE-IV, GREATER NOIDA WEST, G.B. NAGAR
Consideration Price (Rs.) :
First Party : HABITECH INFRASTRUCTURE LIMITED
Second Party : CRC HOMES PRIVATE LIMITED
Stamp Duty Paid By : CRC HOMES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 2,55,58,500
(Two Crore Fifty Five Lakh Fifty Eight Thousand Five Hundred only)



Please write or type below this line

For HABITECH INFRASTRUCTURE LTD.

Authorised Signatory

E-STAMP
LOCKED

CRC Homes Private Limited

Authorised Signatory

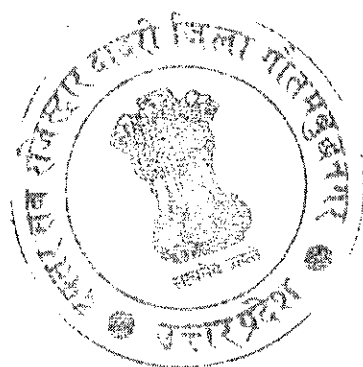
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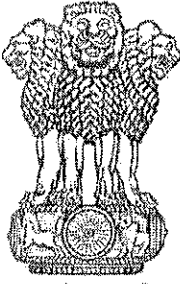
For more details

For more details of the e-Stamp certificate, should be verified at www.e-stamp.com or using a Stamp Mobile App of Govt. of India.

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सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Signature

ACC Name - UP as Chaitan ACC Code - UP14003304

ACC No - 14003304-14003304-6042075101

License No - 14003304, Tahsil & Distric - G.B. Nagar

Certificate No. : IN-UP61076941959052U
Certificate Issued Date : 04-Aug-2022 04:43 PM
Account Reference : NEWIMPACC (SV)/ up14003304/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400330414353447752440U
Purchased by : HABITECH INFRASTRUCTURE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : HABITECH INFRASTRUCTURE LIMITED
Second Party : CRC HOMES PVT LTD
Stamp Duty Paid By : HABITECH INFRASTRUCTURE LIMITED
Stamp Duty Amount (Rs.) : 500
(Five Hundred only)

E- STAMP
LOCKED



Please write or type below this line

Circle Rate For Group Housing Land:- 33,000/Rs. Per Square Meter, Value:- 51,11,70,000/-Rs.
Stamp Duty paid @ 5% :- 2,55,58,500/-Rs.

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and executed at Noida on this 5th day of August 2022

For HABITECH INFRASTRUCTURE LTD.

[Signature]
Authorised Signatory

CRC Homes Private Limited

[Signature]
Authorised Signatory

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.chaitanup.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.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



ORC Home Finance Limited

Authorized Signatory

BY AND BETWEEN

HABITECH INFRASTRUCTURE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 139-A Pocket - C, Mayur Vihar Phase – II, New Delhi- 110091 acting through its Authorised Signatory, Mr. Sanjeev Kumar, authorized vide Board Resolution passed in the meeting of the Board of Directors held on 2nd November 2020 (*hereinafter referred to as the "FIRST PARTY/HABITECH", which expression shall mean and include its heirs, successors, Assigns, administrators, executors, nominees and legal representatives etc.)* of the First Part;

AND

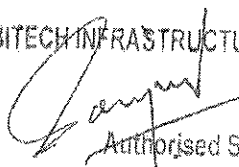
CRC HOMES PVT. LTD., a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 111, Vardhman Mayur Market, C.S.C. Mayur Vihar Phase-III Kondli Gharholi, Delhi- 110096 acting through its Authorised Signatory, Mr. Kunal Bhalla, authorized vide Board Resolution passed in the meeting of the Board of Directors held on 14th October, 2020 (*hereinafter referred to as the "SECOND PARTY/DEVELOPER/CRC", which expression shall mean and include its heirs, successors, Assigns, administrators, executors, nominees and legal representatives, etc.)* of the Second Part.

The expressions "First Party/Habitech", "Second Party/Developer/"CRC", as the context may require shall individually be referred to as a "Party" and collectively be referred to as the "Parties".

WHEREAS:

- A. Habitech represents that a Consortium consisting of M/s Habitech Infrastructure Ltd. (formerly known as M/s VA Supertech Builders Pvt. Ltd.), M/s Shreshtha Estates Pvt. Ltd., M/s Omkar Nests Pvt. Ltd., Mr. Vipin Sahni & M/s. ATS Infrastructure Ltd. were allotted Plot No. GH-08, Sector TECHZONE-IV, Greater Noida West, Gautam Budh Nagar having an area of 86037 sq. meters on leasehold basis, after their bid in public auction conducted by the GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY (referred to as the "**GNIDA/ Authority**") was accepted vide Acceptance Letter No. PROP/BRS-03/2010/1667 dated 23.07.2010 and in furtherance thereof, the Allotment Letter No. Prop/BRS-03/2010/1732 dated 18.08.2010 was issued ("**Allotment Letter**"). That the aforesaid allotment is subject to fulfilling the terms and conditions prescribed in the brochure and the said Allotment Letter requires the Developers therein to carry out the development and marketing of group housing flats/ plots etc. on the detailed terms and conditions set out in the Allotment Letter and brochure/ bid document.
- B. Through its lead member i.e., M/s Habitech, the consortium approached GNIDA in accordance with Clause C-8 of the brochure/ bid document of the scheme to sub-divide the said plot of 86037 sq. mtrs. and after M/s Habitech submitting an undertaking dated 31.03.2011, the division was carried out by GNIDA of the whole plot and a land equivalent to 41509 sq. mtrs came into the share of M/s Habitech. Subsequently thereof, GNIDA, after completion of required formalities, executed a 'Lease Deed' dated 01.04.2011 in favour of HABITECH in respect of the land bearing Plot No. GH- 08 A, Sector TECHZONE-IV, Greater Noida West, Gautam Budh Nagar admeasuring 41059 sq. mtrs. (*hereinafter referred to as the "Leased Land"*). Further, through a

For HABITECH INFRASTRUCTURE LTD.


Authorised Signatory

CRC Homes Private Limited


Authorised Signatory

आवेदन सं०: 202200742046542

विज्ञापन अनुबंध विलेख (बिलडर)

बही सं०: 1

रजिस्ट्रेशन सं०: 35420

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 25558500 बाजारी मूल्य - 511170000 पंजीकरण शुल्क - 5111700 प्रतिलिपिकरण शुल्क - 240 योग : 5111940

श्री सी०आर०सी० होम्स प्राइवेट लिमिटेड द्वारा
कुनाल भल्ला अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री सुनील कुमार भल्ला
व्यवसाय : नौकरी
नियामी: सी-139, सै0-40, नोएडा जिला गौतमबुद्धनगर 50प्र0

[Handwritten Signature]



श्री, सी०आर०सी० होम्स प्राइवेट लिमिटेड द्वारा

कुनाल भल्ला अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 13/10/2022 एवं
05:36:57 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना
उप निबंधक :दादरी
गौतम बुद्ध नगर
13/10/2022

उमेश मोहन
निबंधक लिपिक
13/10/2022



पिठकारी अनुबंध विलेख

पिठकारी अनुबंध विलेख

supplementary 'Lease Deed' dated 1.12.2014, the area of allotted land was increased from 41509 sq. mtrs. to 42006.05 sq. mtrs.

- C. Subsequent to the execution of said Lease Deed dated 01.04.2011 and handing over of the possession of the Leased Land, GNIDA issued 'Possession Certificate' in favour of the HABITECH, and subsequent thereto HABITECH represents that it has all rights, title and interest and is in complete possession of the Leased Land and totally entitled to carry out the development and marketing works on the Leased Land on the basis of the said Lease Deed. Further, at the time of handing over of the Leased Land, the Authority abundantly made clear that the maximum permissible F.A.R. on the Leased Land is 2.75 and FAR would be available subject to the terms and conditions of the GNIDA.
- D. HABITECH thereafter obtained all requisite permissions/ approvals/ NOC and also got its layout-plan map sanctioned from the concerned Authorities. Thereafter the HABITECH launched a residential project with the name and style of 'PANCHTATVA PHASE-I' to be constructed on the Leased Land. That over the period of time, HABITECH partially completed the said Residential Project on the Leased Land and on account thereof, the GNIDA has issued 'Temporary Part Occupancy Certificate' dated 23.10.2017 towards the said Residential Project. Further, in July 2018, Habitech has procured the Occupation Certificate for three towers and the ST tower under Phase I, forming part of this Residential Project. However, as part of the development, HABITECH has constructed only 26516 sq. mtrs. of the land having total FAR of 90456.94 sqmtr. Further, HABITECH had already obtained Occupancy Certificate for 90,456.94 sq. mtrs of FAR. For approx. 8000 sq. mtrs., the Occupancy Certificate was not required and hence has not been obtained by HABITECH since it comprises the open areas. If any demand for one time lease rent is raised with respect to the approx 8000 sqmts., then HABITECH shall be responsible to make necessary payment to GNIDA. It is further agreed that if by operation of any law / rule / policy of GNIDA, the Occupancy Certificate for the foregoing mentioned area would require to be taken then in such an event, Habitech shall be responsible to obtain such Occupancy Certificate to that effect. Further, land measuring around 15490 sq. mtrs. approximately, along with the proposed additional FAR 56,564.06 sqmtr (herein after referred to as the "Project Land"), which is the part of the total Leased Land, has still not been developed as per the plan, which has been marked in the RED colour in the map attached being ANNEXURE-I. That HABITECH, for various reasons, is now not in position to carry out the Phase -II development work of on the Project Land despite the fact that it has leasehold rights for the Project Land and the residential/ commercial project on the Project Land, which would yield good result to it. Therefore, the HABITECH approached the CRC and asked the CRC if it could develop and construct a residential/ commercial project on the Project Land.
- E. After thorough negotiations between HABITECH and CRC, HABITECH on various terms and conditions agrees to assign all its rights of development of the 'Project Land' to the CRC. That as per the understanding, HABITECH would provide the 'Project Land' for development to CRC and CRC will develop the project on the same in accordance with the terms of the Approved Sanctioned Plans granted by the GNIDA/ applicable Authority and in compliance with Applicable Laws.
- F. HABITECH represents that the CRC would be allowed to carry on the development activities on the Project Land as per the terms and conditions as,(a) set forth in this

3 CRC Homes Private Limited

Authorised Signatory

For HABITECH INFRASTRUCTURE LTD.

Authorised Signatory

बही सं०: 1

रजिस्ट्रेशन सं०: 35420

वर्ष: 2022

निष्पादन लेखपत्र वाद सुमने व समझने मजमुन व प्राप्त धनराशि क प्रलेखानुसार उक्त

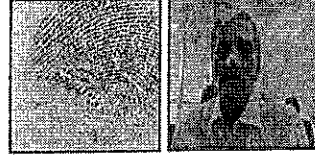
विक्रेता: 1

श्री मेसर्स हेबीटेक इन्फ्रास्ट्रक्चर लिमिटेड के द्वारा संजीव कुमार ,
पुत्र श्री ओंकार सिंह

निवासी: हाउस नं० ई-71, सै०-39, नोएडा जिला गौतमबुद्धनगर
उ०प्र०

व्यवसाय: नौकरी

क्रेता: 1



श्री सी०आर०सी० होम्स प्राईवेट लिमिटेड के द्वारा कुनाल भल्ला ,
पुत्र श्री सुनील कुमार भल्ला

निवासी: सी-139, सै०-40, नोएडा जिला गौतमबुद्धनगर उ०प्र०

व्यवसाय: नौकरी



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री विपिन साहनी , पुत्र श्री आर० आर० साहनी

निवासी: हाउस नं०-259, सै०-15ए गौतमबुद्धनगर

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री सतीश गर्ग , पुत्र श्री टेलुसिमी गर्ग

निवासी: 293 सै०-15ए नोएडा गौतमबुद्धनगर

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार
लिए गए हैं।

टिप्पणी: जी०एच० ११ ए सेंक्टर-1 ग्रेटर नोएडा पर उपस्थित
होकर कमीशन प्रार्थना पत्र के अनुसार निबन्धन की कार्यवाही
की गई।

बही सं०: 1

विक्रेता: 1

पी० के० अस्थाना
उप निबंधक : दादरी
गौतम बुद्ध नगर
13/10/2022

उमेश मोहन .

निबंधक लिपिक गौतम बुद्ध नगर
13/10/2022

प्रिंट करें

Agreement, b) stipulated in the Authority's Approved Sanctioned Plans, and (c) set forth under Applicable Laws, and HABITECH shall reasonably do and facilitate all such acts as deemed to be necessary for the CRC to proceed with development works on the Project Land. Subject to the terms contained in this Agreement, Habitech further represents that it shall reasonably assist the CRC in availing consumer finance from banking institutions/NBFC's for the clients/customers of the CRC with respect to the Project Land and shall execute and provide any or all such documentations including but not limited to NOC as required by the CRC to this effect. HABITECH on its part assured the CRC that all covenants as set forth in this Agreement shall be honored by HABITECH on best effort basis.

- G. The parties in furtherance of the understanding entered into an Agreement dated 12/11/2020, whereby the parties agreed to various terms of the Development including the roles of the parties therein. However, post signing of the said Agreement several developments in respect to the Project land happened and on account whereof it became practically difficult to enforce the terms of the said Agreement dated 12/11/2020 in its original tone and tenor.
- H. It is one of the essential stipulations of the initial understanding that the Parties would be required to purchase the additional purchasable FAR of .75 of total Leased Land admeasuring 42006.05 sq. mtrs..
- I. The parties in furtherance of the understanding mentioned in the Agreement dated 12.11.2020, the Second party, hitherto made a total payment of Rs. 4,92,00,811/- (Rupees Four crore Ninety Two Lakh Eight Hundred and eleven only) to the Habitech under following heads:
- (i) Rs. 1,01,00,000/- towards part payment for grant of Development Rights, which shall be later adjusted from the share of the Habitech and Second Party in the project, thus being the refundable security
 - (ii) Rs. 3,91,00,811/- towards obtaining the NDC and the said payment is made to the Habitech
- J. That CRC on behalf of Habitech, and on the cost and expenses being incurred by the CRC had been following with the Greater Noida Industrial Development Authority for obtaining approval /sanction in respect of the FAR as well as for layout approval. Habitech has been providing all assistance and cooperation to CRC to that effect. That GNIDA in terms of its Letter dated 14.07.2022, has, in principle, approved the said request for the FAR of 3.5, accordingly the said stood approved in respect of the said Project land. That all amounts payable to GNIDA for obtaining the FAR is to be borne by the Habitech, though the payment for the same has been made by the CRC, but the same shall be the part of the refundable security and adjusted in the manner as mentioned in this Agreement. However, the CRC has incurred a cost of Rs. 27, 39,810/- from its own pocket for making the payment to GNIDA towards layout processing fee which is part of the liability of CRC.
- K. That per the present arrangement, Second Party would carry out the construction and development on the said Project Land, including but not limited to sale/sub-lease, marketing, project marketing, etc., followed by the sale of the units built thereon and accordingly the Second Party, in lieu of the same, must give a refundable security to the tune of Rs.13,00,00,000/- (Rupees Thirteen Crores Only) with a further additional

For HABITECH INFRASTRUCTURE LTD.


Authorised Signatory

4

CRC Homes Private Limited


Authorised Signatory



CRC Home Private Limited

Additional Secretary

amount, if required, to Habitech for the grant of Development Rights, which shall be later adjusted from the share of the Habitech and Second Party in the project, thus being the refundable security. Further, as per the arrangement, Habitech and Second Party herein have rights over the respective ratio over the gross revenue of the said Project being developed on the Project Land. That [REDACTED] of the gross revenue in residential project vest with Habitech and rest would vest with Second Party. And there shall be no sharing of revenue arising from commercial saleable area i.e., the 100% whereof would exclusively vest with the Second Party and Second Party shall use the proceeds from sale of commercial area for the construction and development of the Project. Furthermore, Second Party, as per the understanding, and subject to the Approved Sanctioned Plans from GNIDA, must develop minimum 8.03 lakh ($\pm 1\%$) sq. ft. of residential saleable area in the project. In addition to the foregoing entitlement of Habitech, Habitech shall also be entitled to a further sum of INR [REDACTED] Crore, which shall be adjusted from the refundable security deposit. In the event Further FAR is granted by GNIDA, all saleable proceeds from such Further FAR may be shared by Habitech and Second Party in the following ratio i.e. [REDACTED] to Habitech and [REDACTED] to the Second Party's benefit.

- L. The Parties now on taking account of various developments and also change in the circumstances, have deemed it necessary to enter into a fresh agreement by superseding the previous agreement dated 12.11.2020 for the purpose of carry out the development work of Project Land including marketing and sale/sub-lease of the said Project, on the terms and as per the conditions set forth hereinafter in this Agreement.
- M. The Developer, on the faith of and on the basis of the statements and representations, declarations, assurances, confirmations and warranties made and/or given by Habitech, provided under this Agreement, and upon the basis of the deeds, papers and documents made available by the Habitech to the Developer regarding title of the Habitech in the Project Land and upon prima facie satisfying itself about the title of the Habitech in the said Project Land, is satisfied that the title to the Project Land remains clear and marketable for the purposes of the said Project, and has agreed to enter into this Agreement to exclusively carry out the development work of Project Land including marketing and sale/sub-lease of the said Project, on the terms and as per the conditions set forth hereinafter in this Agreement.
- N. The Parties are desirous of recording the stipulations, terms and conditions, governing this Agreement, in writing as follows.

NOW, THEREFORE, IT IS AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS:

In these presents (including Recitals), unless contrary and/or repugnant thereto, the following words and expressions shall have the meaning set out herein:

- 1.1 "Accepted Plans" shall mean the design and layout plan relating to the Said Project, the detailed construction plans of building(s) to be constructed in the Said Project by the Second Party as agreed to and accepted in writing between HABITECH and the Second Party pursuant to the regulations of Greater Noida Industrial Development Authority.

For HABITECH INFRASTRUCTURE LTD.


Authorised Signatory

CRC Homes Private Limited


Authorised Signatory



उत्तर प्रदेश सरकार

आधिकारिक दस्तावेज़

- 1.2 **"Agreement"** means this Development Agreement including recitals, Appendices, and attachments hereto as may be amended, supplemented or modified in accordance with the provisions hereof.
- 1.3 **"Appendix" and "Appendices"** means any of the schedules exhibits, supplements or documents appended to this Agreement.
- 1.4 **"Applicable Laws"** means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of Uttar Pradesh Housing & Development Board, also include all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Uttar Pradesh including without limitation The Real Estate (Regulation and Development) Act, 2016 & Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017, Building Bye Laws & Township Policy, Scheme BRS 03/2010, or any other Act and Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement applicable to the development / construction / sale of the said Project.
- 1.5 **"Applicable Permits"** means any or all licenses, permissions, sanctions, permits, clearances (including environmental clearances and approvals), authorizations, consents, no-objections and/or approvals of or from any Government Authority(ies), Airport Authority of India (AAI), State Pollution Board, Ministry of Environment and Forest (MoEF), State Department of Mining & Geology, State/Local Fire Department, PMAY (Pradhan Mantri Awas Yojana), State/Local Electrical Department or any other Government Authority/Local Body required, as per applicable laws, in connection with the development of the Said Project and for undertaking, performing or discharging the obligations or fulfilment of the purposes as contemplated in this Agreement.
- 1.6 **"Approved Sanctioned Plans"** shall mean the accepted plans as approved, with or without modifications by Greater Noida Industrial Development Authority (GNIDA) or other concerned competent Government Authority and finally accepted by the Second Party/ Developer to be acted upon as required for development of the Said Project Land including the Said Project.
- 1.7 **"Architect"** shall mean any Person or Persons, who may be appointed by the Second Party, at its sole discretion, for designing and planning of the Said Project.
- 1.8 **"Charges"** shall mean any charges payable by HABITECH with respect to the Project Land in accordance with the terms of the Agreement and subject to the Applicable Laws except of the implicit and explicit inclusions of the charges to be paid by the Second Party.
- 1.9 **"Change in Law"** means occurrence of any of the following events after the execution of this Agreement:



- a. enactment of any new Applicable Laws;
- b. the repeal in whole or in part (unless re-enacted with the same effect) or modifications of any existing Applicable Laws;
- c. the change in interpretation or application of any Applicable Laws;
- d. the imposition of a requirement for an Applicable Permit (s) (other than for cause) not required on the date of this Agreement;
- e. after the date of grant of any Applicable Permit(s), a change in the terms and conditions attaching to such Applicable Permit(s) (other than for cause) or the attachment of any new terms and conditions to the Applicable Permit (s) (other than for cause); or
- f. any Applicable Permit(s) previously granted ceasing to remain in full force and effect, though there is no fault of or breach by a Party (including a failure to renew), or if granted for a limited period, not being renewed on a timely basis on an application therefore having been duly made in good time.

1.10 **"Common Areas, Facilities and Amenities"** shall mean and include terraces, driveways, security areas, areas pertaining to common facilities and equipment for provision of support services are installed, common open spaces, common open areas, common green areas, corridors, hallways, stairways, lifts, passage-ways, common lavatories, generator of sufficient capacity for lifts, escalators, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor, sewerage treatment plant, water treatment plant etc. and other facilities in the Said Project as may be provided for common use by the Second Party.

1.11 **"Completion of the Said Project"** shall, inter alia, mean and include completion of construction of building(s) and structure in the Said Project and being ready in accordance with the Approved Sanctioned Plans, ready for occupation, and seek an Occupancy Certificate/Completion Certificate under Applicable Laws issued by competent authority including completion of all Common Areas, Facilities and Amenities.

1.12 **"Contractor"** means a Person or Persons with whom the Second Party may enter into a contract relating to the Said Project and sub-contractors, including contractor for equipment, procurement and engineering and contractors for operation and maintenance and/or any other contractors and sub-contractors, manufacturers or suppliers, as the context may admit or require for development of the Said Project.

1.13 **"Cost of Construction and/or Development"** shall mean each and every cost, expenses, liability and charges relating to the development of the Said Project including costs relating to providing Common Area, Facilities And Amenities, roads, passages and all infrastructure facilities including facility of any nature whatsoever agreed to be provided in accordance with the Approved Sanctioned Plan or otherwise and shall include:

- (i) All fees, compounding fees, penalties, other costs and charges of whatsoever nature that may be payable at any time to any Government Authority/local body in relation to the development and construction of the Said Project including all such charges payable on application for obtaining the license, sanction of plans, sanction of water, electricity and sewerage connections, completion and occupancy certificates and/or for any sanctions, permissions and approvals.

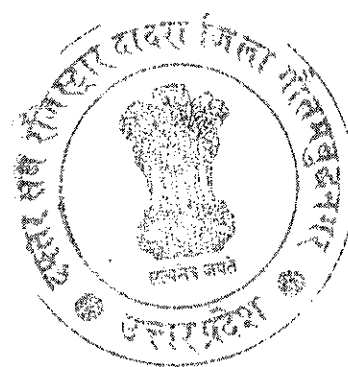





- (ii) All fees and charges payable to any local or statutory authority, agency, company or Person with respect to carrying out of the development and construction activities in the Said Project.
- (iii) All charges whatsoever payable to all persons directly or indirectly employed, retained, associated with or concerned with the development and/or construction in the Said Project including all fees and other charges or claims of architects, contractors, labour, masons, carpenters, electricians and other contractors and service providers, by whatever name including the cost towards project insurance, claims, TPA and cost towards maintenance of temporary structures like sample flats, project office, marketing office, landscape area, temporary lighting etc.
- (iv) All costs of materials used and to be used in the development and construction and the completion of construction of Said Project.
- (v) All costs payable towards obtaining any expertise professional services of any Vendor towards the development/ construction of the said Project, including the costs payable towards the Authority/ Government Agency towards any compliance.
- (vi) All claims for damages and/or compensations and all costs of proceedings before any legal or quasi-judicial or administrative or Government Authority in relation to the Said Project and/or to any act of omission or commission of any Person(s) concerned with or directly or indirectly relating to the development and construction of the Said Project including all claims arising out of any accident or on account of any act of God or otherwise arising out of or concerning the Said Project and/or the development or construction in the Said Project.
- (vii) All costs towards availing finance as well as marketing and sale of the Units in the said Project. It further includes the applicable taxes, levies, and duties of the afore-said costs and fees.

1.14 "Development Rights" shall refer to the rights, powers, entitlements, authorities that the Second Party has to undertake its obligations and duties, as specified in this Agreement, with regard to construction and development of the Said Project on the Said Project Land and shall include (but not be limited to), inter alia, the following:

- (a) To Complete the Said Project as per the Approved Sanctioned Plans/plans to be approved; various NOCs and other approvals
- (b) To carry out the construction / development of the Said Project and remain in possession, control of peaceful enjoyment of the Said Project Land or any part thereof until the complete utilization and implementation of the rights vested in the Second Party under this Agreement;
- (c) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), Development Manager or other Persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
- (d) To make payment and/or receive the refund of all deposits, or other charges to and from all public or Government Authorities or public or private utilities;
- (e) To exercise full, free, uninterrupted, exclusive and irrevocable marketing, leasing, licensing or sale rights in respect of the said Project inclusive of built-up units on the said Project by way of sale, lease, license or any other manner of Transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of residential units/ built-up units to be constructed



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on the Said Project Land;

- (f) Without prejudice to any other rights as contained in this Agreement and if so required, then in such event to do all such acts, deeds and things that may be required for the Said Project/ Said Project Land or for compliance of the terms in this Agreement including obtaining the building plan approvals, other Applicable Permits required in respect of the Said Project/Said Project Land, and/ or modification in connection with the zonal plan, layout plans, architectural plans or any other Applicable Permits, apply for and obtain the completion certificate and occupation certificate and performing all acts towards the same in respect of the Said Project/Said Project Land or any part thereof;
- (g) To make applications to the concerned Government Authority or semi-governmental authority in respect of Applicable Permits including levelling, water storage facilities, water mains, sewerage, storm water drains, recreation garden, boundary walls, electrical sub-stations, water and electricity connections and approvals for cement, steel and other building materials, if any as the Second Party may deem fit subject to approval by the Authority and/or concerned Authorities;
- (h) To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Laws, any Government Authority as may be necessary for the full, free, uninterrupted and exclusive development at the Said Project Land;
- (i) Carry out and comply with all the conditions contained in the Approved Sanctioned Plans as may be obtained from time to time in relation to the Said Project;
- (j) To create mortgage on the Project Land (without there being any mortgage/ charge created on the other land not forming part of the Project Land) or any part thereof for raising construction finance for the construction of the Project, if GNIDA issues the permission to mortgage (PTM) for the Project Land, provided that any construction finance shall only be raised after the Second Party spends a minimum of Rs. 14,00,00,000/- (Rupees Fourteen Crores Only) on the construction of the Project, out of its own funds or Second Party's [REDACTED] of the funds received against the allotment to the homebuyers, on the Project Land. It is made clear that the aforesaid minimum spend shall be over and above the amount of any advance/ security deposit payable by the Second Party to Habitech under this Agreement. However, no construction finance will be raised by CRC as long as there is adequate fund ;
- (k) To subcontract all benefits, rights and obligations as contained herein (in whole or in part) to any Third Party, provided that the Second Party shall be solely responsible and liable to ensure performance of its obligations as per this Agreement, and that the Second Party shall be solely responsible for the acts and/or omissions of any Third Party that it may subcontract to;
- (l) To market the Said Project for sale of the apartments / residential / commercial / retail units, as the case may be.
- (m) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of Development Rights and in connection with all the marketing, leasing, licensing or sale of the built up areas to be constructed on the Said Project Land as envisaged herein;
- (n) To demarcate the common areas and facilities, and the limited common areas and facilities in the project in the sole discretion of the Developer, as per the



layout plan and Applicable Law(s) and to file and register all requisite deeds and documents and the Apartment Ownership Act or other relevant Laws for the time being in force, with the competent Authority.

- (o) To manage the Said Project Land and the property and facilities / common areas constructed upon the Said Project Land as may be required under the Real Estate Regulation and Development Act, 2016 and rules framed thereunder or any other Applicable Laws and/or rules made there under and / or to transfer/ assign rights to maintenance to any third party and to retain all benefits, consideration etc. To comply with all the requirements and obligations of the 'Promoter' under the Applicable Laws.
- (p) To take appropriate actions, steps and seek compliances, Applicable Permits and exemptions under the provisions of the Applicable Laws, and
- (q) To generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights, and as more elaborately stated in this Agreement;
- (r) To execute any relevant agreements, documents, undertakings, guarantees and any other ancillary documents for availing any finances to undertake the development of the project. Provided that any construction finance shall only be raised after the DEVELOPER spends a minimum of Rs.14 Crores on the construction of the Project out of its own funds or DEVELOPER's [REDACTED] share of the funds received against the allotment to the homebuyers, , on the Project Land. It is made clear that the aforesaid minimum spend shall be over and above the amount of any advance/ security deposit payable by the DEVELOPER to HABITECH under this Agreement. As already stated that no construction finance will be raised as long as there is adequate fund It is made clear that HABITECH shall not provide any guarantee/ corporate guarantee/ personal guarantee in relation to any financial facility availed by the DEVELOPER Further, the DEVELOPER shall keep HABITECH fully indemnified and harmless in case of any loss inflicted upon HABITECH due to default on the part of the DEVELOPER in respect of the foregoing mention construction finance / project loan.

- 1.15 "Easements" means all easements, reservations, right-of-way, utilities and other similar rights as to the use of the Said Project Land or the real property developed thereupon, which are necessary or appropriate for the Said Project.
- 1.16 "Effective Date" shall mean the date upon which present Agreement is executed between the Parties.
- 1.17 "Encumbrances" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Said Project Land or Third Party claims or rights of any kind attaching to the Said Project Land.
- 1.18 "External Development Works" include water supply, sewerage, drains, electrical works, roads and pavements, project site boundary walls and any other work which the appropriate Government Authority may specify to be executed in the periphery of or outside the area of the Said Project for the benefit of the Said Project. External Development Works shall include the new gate to be constructed at the leftmost side (i.e., near the existing ramp and Tower ST of the phase I, as mutually agreed in the





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completion drawing attached in ANNEXURE – II) of the earmarked area; after entering through said gate, all customers will mandatorily go towards left, i.e., towards the completed phase I of the Project, and they shall not be permitted to go straight or right.

- 1.19 **"FAR"** shall mean and refer to Floor Area Ratio;
- 1.20 **Further FAR/FSI"** in case there is any further increase in ratio of allowable FAR in future during the development of the Said Project, such additional FAR shall form part of this Agreement and any such additional allowable FAR procured from Authority at Habitech's cost, would be to the benefit of the Parties hereto, particularly Habitech and Second Party, as per the ratio i.e. Habitech [REDACTED] : [REDACTED] Second Party, and the Second Party subject to the aforesaid and the other terms contained in this Agreement, may exploit the same for development for any other purposes as may be approved by the concerned Authorities for the development of the Said Project at the cost and expense of the Second Party.
- 1.21 **"Governmental Approval"** shall mean any consent, permission or sanction as may be required with respect to any of the matters covered by this Agreement from Uttar Pradesh Housing and Development Board or by any Governmental Authority.
- 1.22 **"Government Authority"** means Greater Noida Industrial Development Authority or any State Government or Governmental department, commission, board, body, bureau, agency, authority, instrumentality or administrative body, central, state or local, having jurisdiction over the Said Project Land, the Said Project or any part thereof.
- 1.23 **"Governmental Order"** shall mean any judgment, order, writ, injunction, decree, stipulation, determination or award issued by any Governmental Authority/ Competent Courts of Law.
- 1.24 **"Infrastructural Development Works"** include water supply, sewerage, drains, electrical works, roads, and pavements and any other work which the Second Party may execute within the periphery of the Said Project for the benefit of the Said Project in proportion to the overall developments on the Said Project Land as per the sanctions and approvals from the concerned authority.
- 1.25 **"Material Adverse Effect"** means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective, or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement or the legality, validity, binding nature or enforceability of this Agreement.
- 1.26 **"Occupancy Certificate or Completion Certificate"** shall mean with respect to the Said Project, a certificate issued by Uttar Pradesh Housing and Development Board or by any other concerned Government Authority either separately or collectively certifying that the Said Project is complete in accordance with the Approved Sanctioned Plans and within compoundable limits and is ready for occupation and use.

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- 1.27 **"Person"** means any individual, company, corporation, partnership, joint venture, trust, incorporated organization, society, Government, Government Authority or agency or any other legal entity.
- 1.28 **"Plan"** would mean such plan or plans prepared by the Architect for the development and construction of the Said Project as sanctioned by the concerned Government Authority, as the case may be, together with any modifications and/or alterations, which may be necessary and/or required during the construction period.
- 1.29 **"Rate"** would be Rs. [REDACTED] per sq. feet of Gross Revenue, which has been agreed between the Parties as the average price of the residential area at which the First Party would be paid for its share of the Project.
- 1.30 **"Project Land"** shall mean the land as defined in Recital 'D' of this Agreement.
- 1.31 **"Said Project"** shall mean the proposed development and construction of the Residential/ Commercial project with the name and style as may be decided by the Second Party on the Said Project Land.
- 1.32 **"Saleable Area"** means the area available in the Project for the sale in open market to prospective buyers.
- 1.33 **"Tax"** means all forms of taxation, whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, goods, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, by Government Authority, and in respect of any Person and all penalties, Charges, costs and interest relating thereto.
- 1.34 **"Third Party"** means any Person, real or legal, or entity other than the Parties to this Agreement.
- 1.35 **"Transfer"**, with its grammatical variations, shall mean transfer within the meaning of Transfer of Property Act, 1882. However, in case of transfer of saleable space, transfer, with its grammatical variations, shall mean transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof.
- 1.36 **"Transferee"** shall mean a Person, firm, private/public limited company, association of Persons, trust, society etc., to whom any space in the Said Project has been transferred by the Second party.
- 1.37 **"Vacant Possession"** means delivery of the possession of the Said Project Land by HABITECH to the Second Party in terms of this Agreement free from all encumbrances, restrictions or impediments and the grant of all easements and all other rights appurtenant or in relation thereto.

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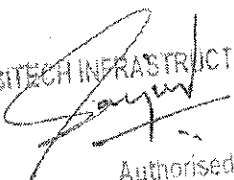
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- 1.38 **"Gross Revenue"** means all amount charges collected from customer after deduction of brokerage, IFMS, one time lease rent, GST or any other govt. tax or fee, etc.

2. INTERPRETATIONS:

- 2.1 Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- 2.2 Words importing singular shall include plural and vice versa, and words importing one gender only shall include all other genders.
- 2.3 The captions and headings are for the purpose of convenience and reference only and shall not be treated as having been incorporated in this Agreement and shall not be deemed to be any indication of the meaning of the Articles or Sections to which they relate and shall not affect the construction and interpretation of this Agreement.
- 2.4 The terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and terms and words defined in Appendices and used therein shall have the meaning ascribed thereto in Appendices.
- 2.5 The words "include" and "including" are to be construed without limitation.
- 2.6 The term "between the Parties" anywhere used in the Agreement, unless there is something to the contrary, would suggest that the Parties in "between the Parties" include/mean Habitech and Second party.
- 2.7 Any reference to a day shall mean a reference to a calendar day, any reference to month shall mean a reference to a calendar month.
- 2.8 Appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- 2.9 Reference to this Agreement or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended.
- 2.10 References to Recitals, Articles, Sub-Articles, Annexures in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Sub-Articles, Annexures of or to this Agreement.
- 2.11 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day.
- 2.12 Any reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.

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13

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- 2.13 Any word or expression used in this Agreement shall unless defined or construed in this Agreement, bear its ordinary English meaning.

3. **HARMONIOUS INTERPRETATION AND AMBIGUITIES WITHIN THE AGREEMENT:**

In case of ambiguities or discrepancies within the Agreement, the following shall apply:

- 3.1 Between two Articles of this Agreement, the provisions of the specific Article relevant to the issue under consideration shall prevail over general provisions in the other Articles.
- 3.2 Between the provisions of this Agreement and the Appendices, the Agreement shall prevail, save and except as expressly provided in the Agreement or the Appendices.
- 3.3 Between any value written in numerals and in words, the latter shall prevail.

4. **COMMENCEMENT:**

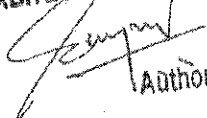
That Agreement has commenced and/or shall be deemed to have commenced on and with effect from the Effective Date.

However, for any reason if the project is not materialized on account of any reason, including but not limited to the operation of the Law or any Government Notification, then the Habitech shall forthwith refund to the CRC all the amount paid by the CRC, either to Habitech or on behalf of Habitech to GNIDA, in terms of this Agreement within 45 days from the date when it is confirmed by the parties that the present understanding cannot materialize. However, if the refund on the said amount is not made within 45 days, then the late payment beyond 45 days shall attract an interest @17% p.a. Habitech shall not be responsible for any development activity, expenses incurred or construction that is undertaken by the Second Party from the date of the signing of the Agreement till additional FAR is received.

5. **GRANT OF DEVELOPMENT RIGHTS& CONSTRUCTION AND DEVELOPMENT OF THE SAID PROJECT ON THE PROJECT LAND:**

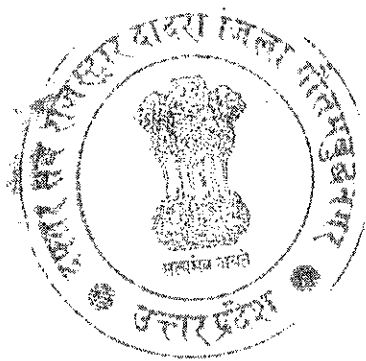
- 5.1 The Project Land is the subject matter of this Agreement, which is to be developed and completed by the Second Party in terms of this Agreement on the Project Land.
- 5.2 On and from the Effective Date, for the completion of the said Project, HABITECH hereby appoints, authorizes and grants the exclusive Development Rights to the Second Party, subject to the terms of this Agreement executed between the Parties, to undertake the development, construction and completion as well as market and sell the independent units and/or collect the balance receivables from the units of the Said Project and the Second Party shall exclusively carry out the development, construction and Completion of the Project on the said Project Land in accordance with Approved Sanctioned Plans and subject to the terms contained in this Agreement.

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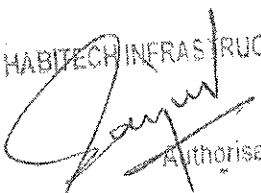


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- 5.3 That HABITECH, forthwith, on the Effective Date, shall handover the physical, vacant and peaceful possession of the Project Land to the Second Party. The Second Party shall acknowledge such possession in writing. That, subject to the terms of this Agreement, HABITECH, after handing over the possession of the Project Land to the Second Party as mentioned foregoing, shall not interfere or obstruct such right of Second Party in exercising the Development Rights and/or for the implementation and development of the Project, during the term of this Agreement. The possession as mentioned in this Clause is co-terminus with the other pertinent Clauses of this Agreement. Nevertheless, HABITECH shall be entitled to visit the project land at any point in time, subject to a condition that Habitech shall give a 24 hours prior notice to the CRC for any such visit.
- 5.4 That in lieu of grant of Development Rights along with all other rights as stipulated in this agreement, the First Party shall have [REDACTED] entitlement in the Gross Revenue from residential saleable area of the said Project and Second party shall have balance entitlement in the gross Revenue of residential area and 100% entitlement in the revenue of commercial saleable area of the said project in lieu of the construction, development marketing and sale of project. Habitech shall also be entitled to a sum of Rs.5,75,00,000/- (Rupees Five Crore and Seventy Five Lakhs Only).
- 5.5 The Second Party will prepare a blue-print, good for construction plan and conceptual plan and other necessary plans/scale models for the best possible use of the Said Project Land. The Second Party will conceptualize the plan for better construction and Completion of the Said Project on the Said Project Land. The Second Party is also entitled to submit revised building plan if desired and necessary for the development of the Said Project to the concerned Authority. That increased additional FAR over the said land purchased from the Concerned Authority/ GNIDA shall be solely vested with Second Party subject to the terms of the Authority. However, for the sake of clarity it is made clear that although the further additional FAR will be obtained on the Leased Land, however, the said additional FAR shall be exclusively used by the Second Party in respect of the land for which is the subject matter of this Agreement. It is further clarified that any Further FAR granted by GNIDA may, at the option of Habitech and the Second Party, be shared between the Parties in ratio of [REDACTED] of all Gross Revenue of saleable area from such Further FAR shall be disbursed to Habitech.
- 5.6 That it is understood that HABITECH shall:
- a. Ensure the refurbishment and painting of the exterior facade of tower ST and of the club house; and
 - b. Develop the landscape area near the club as per the recommendation of the Second Party on or before 31st March 2023.
- 5.7 That Habitech has already partially constructed space for 300 cars' parking in the basement of the said Project, as per mutually agreed drawing attached in ANNEXURE – III. However, the said car parking space is not functional as on this date. That Habitech will provide the said 300 car parking space, after completing the balance work, to make it usable to Second Party, free of cost. This covenant is an

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15

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integral and vital part of the entire understanding as reached between the Parties herein.

- 5.8 That apart from the development activity, the Second Party shall ensure that new gate is constructed at the leftmost side (i.e. near the existing ramp and tower ST of the phase I as mentioned in completion drawing under ANNEXURE – II) of the earmarked area for the proposed land for the existing customers of phase I. After entering through the gate, all customers will mandatorily go towards left i.e., towards the completed phase I of the Project and they will not be able to go straight or right
- 5.9 The Parties agree that Second Party shall be entitled to construct & exploit the entire development potential of the Project Land as per the terms and conditions as set out in this Agreement.

5.10 APPROVALS & SANCTIONS:

- 5.10.1 That it is understood between the parties that the Second Party shall apply for all further applicable permits, to the appropriate Government Authority/ GNIDA, on behalf of the HABITECH for obtaining any license, permissions, approvals and sanctions for revised building plans, permissions, sanctions, approvals etc. in respect of the Said Project Land and the Said Project at the cost and expenses of the Second Party. It is made clear that any cost/ liability arising upon HABITECH on account of the aforesaid shall be fully borne by the DEVELOPER and the DEVELOPER shall keep HABITECH fully indemnified in this regard. However, for that matter, the Habitech shall provide full assistance and extend all necessary co-operations.
- 5.10.2 That detailing, master planning, lay out, building plan and all other details and specification for development of the said Project shall be done by the Second Party at its own risk and costs.
- 5.10.3 That the Second Party has already submitted the layouts for sanctioning of maps to the appropriate Government Authority. Further, the Second Party shall be entitled to submit revised layouts as and when required by Second Party subject to approval of GNIDA.
- 5.10.4 That the Authority vide letter dated 14.07.2022 has already approved the demand of the increased FAR and the Parties shall purchasesuch increased additional FAR of .75 of total leased land admeasuring 42006.05 sq. mtrs.on or before the due date specified in the said letter dated 14.07.2022 and all payments (including the No Dues charges) in this regard shall be paid by the DEVELOPER, in consonance to the terms of this Agreement.
- 5.10.5 That Second Party, subject to further terms of this Agreement, shall bear all the Cost of Construction and other costs and expenses which are accrued/ required for obtaining any further approvals, clearances from the requisite authorities, persons etc. and to do all acts, deeds and things, including execution and/or signing of all such documents for the purpose of the Said Project as stipulated under this Agreement. Further, the Second Party, upon signing of this Agreement, shall be responsible for paying the requisite one-time lease rent qua the Project Land to the GNIDA, over and above the annual lease rent.

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5.10.6 That Second Party, subject to the terms of this Agreement, shall pay and bear all the Cost of Development and expenses accruing towards, Taxes, Charges, Instalments and levies on the Said Project Land, and the Second party shall keep HABITECH/ and/or its nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by HABITECH and/or its nominees on the said account.

5.10.7 Annual Lease Rent after the registration of the said Project with RERA, will be shared in 50:50 ratio between Habitech and Second Party from the date of RERA Registration till completion of project or 4 years from RERA registration, whichever is earlier. After 4 years from RERA registration, 100% lease rent liability will be borne by the DEVELOPER. Further, all previous liabilities in respect to the foregoing shall be exclusively borne by Habitech.

5.10.8 That Habitech shall extend all corporation and do all acts and deeds, that may be required to give effect to the provisions of this Agreement including providing of all assistance to the Second Party, as may be required by the Second Party from time to time for the purpose of carrying out the transactions contemplated hereby. That Habitech further agrees to and shall execute, as may be required by the Second Party, from time to time all applications, affidavits, plans or other documents, as may be required by the Second Party and shall also extend all corporation and assistance for the development, completion and disposal of the said project. Habitech shall furnish all relevant information respect to the Project Land as the Second Party may request for the purpose of carrying out the transaction contemplated hereby. In the event the Second Party requires any assistance including application of any document, application, affidavit, power of Attorneys, etc. Habitech shall reasonably cooperate and organise the same as and when required without any unreasonable delay or demur. It is made clear that all costs and liabilities in this regard shall be fully borne by the DEVELOPER.

5.11 APPLICATION TO RERA FOR REGISTRATION

5.11.1 The Second Party, with the aid and assistance of the Habitech, shall procure registration of the said Project under the provisions of the RERA, under the name of Second Party, after all approvals/ clearances for construction and developments of the Project has been procured and make such filing etc. under RERA related to the said Project as may be required from time to time. All costs towards the registration shall be borne by the Second Party. The Parties herein agree that the Second Party shall be solely responsible and liable for all compliances under this Agreement in relation to RERA.

5.11.2 Habitech undertakes to forthwith provide all documents information undertakings and support as may be required for the Registration of the said project under RERA. Further, each Party agrees to forthwith rectify any and all defects from their end that may in any way impede the process of registration of the said project under RERA.

5.11.3 That HABITECH has already provided the Second Party necessary NOC's from the existing clients of the said Project, so that the necessary amendment/fresh application, if so required by operation of law being in force, may be filed before the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) qua the said Project.



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- 5.11.4 Any fine, fee, levy, interest, penalty or implication or consequence of the non-compliance of provisions of RERA and rules framed thereunder by the DEVELOPER in respect of the Said Project shall be solely borne and payable by the DEVELOPER and the DEVELOPER shall keep HABITECH fully indemnified in this regard.

6. **PAYMENT OF LIABILITIES TOWARDS GNIDA AND OTHER STATUTORY AUTHORITIES.**

That on account of the payment made by the HABITECH to GNIDA, the balance amount due to Authority as on date is Rs. 42,00,00,000/-approx, which includes interests, farmer compensation charge, penal interests etc., and does not include Lease Rent and time extension charges.

- 6.1 Save as otherwise provided in this Agreement, all implicit and explicit Project Land related cost i.e. lease premium with interest, annual lease rent till the project registration with RERA, time extension until 4 years from the date of RERA Registration or any other charges payable to GNIDA will be borne exclusively by Landowner.
- 6.2 Annual Lease Rent after the registration of the said Project with RERA, will be shared in 50:50 ratio between Habitech and Second Party from the date of RERA Registration till completion of project or 4 years from RERA registration, whichever is earlier. After 4 years from RERA registration 100% Annual Lease Rent shall be borne by the Second Party.
- 6.3 The Habitech shall be responsible to deposit the amount as demanded by GNIDA towards land dues as per demand issued by GNIDA ("Demand Letter"). The Habitech shall use the receivables accruing to its account (██████████) to meet the said liability of land dues set out within the time frames as specified in the Demand Letter. If the receivables which would accrue in the Habitech Share over a 12 month period from the date of Demand Letter is less than Rs. 8 Crores (Rupees Eight Crores only) then, in such an event, the shortfall to the said Rs. 8 Crores (Rupees Eight Crores only), subject to the demand (exclusive of refundable security) issued by GNIDA, shall be made available by the Second Party interest-free. However, if there is no such shortfall as mentioned foregoing, the Second Party shall not be liable to make any payment on this account. Without prejudice to the foregoing, if Habitech, despite of fulfilment of obligation on part of the Second Party, as mentioned in this Clause, fails to deposit the amount as demanded by GNIDA and on account of such failure on the part of Habitech, additional liability accrues over the Project Land by GNIDA, such liability, as imposed by GNIDA, shall be solely borne by the Habitech without having any financial implications, whatsoever, on the Second Party.
- 6.4 That upon signing of this Agreement, it is the duty of the Second Party that it shall pay one-time lease rent qua the Project Land to the GNIDA as per term of the lease deed.
- 6.5 Except to the extent expressly agreed under this Agreement, neither Habitech nor its representatives shall be liable in relation to any legal or regulatory compliances in relation to the Project, whether towards the Second Party, any governmental

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18

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authority, any Third Party or otherwise including without limitation, any actions, claims, losses and/or penalties, arising out of or in relation to construction of Project, Development Rights, marketing and sales of Project units, deposits or consideration received from the unit buyers, and/or any act or omission directly or indirectly attributable to the performance of the Second Party under this Agreement. Second Party agrees that henceforth Habitech will not have any liability in relation to the aforesaid.

- 6.6 That the Parties are fully aware about the pendency of litigations before the Hon'ble Supreme Court of India, wherein the issue pertaining to the interest to be charged by GNIDA has been assailed. The Parties are aware that the Hon'ble Supreme Court of India has reserved its order in the said matter. The Parties, therefore, are fully conscious that depending on the outcome of the said litigation, which is currently pending before the Hon'ble Supreme Court, the liability viz. the Project Land, which has to be paid to GNIDA may change in terms of monies, which shall be required to be paid to GNIDA. The Parties agree that they, depending on the outcome of the aforesaid litigation, shall take appropriate steps in accordance with their respective rights and obligations as encompassed in the present Agreement.
- 6.7 That the Parties have mutually decided and resolved that in an event, GNIDA does not issue No Dues Certificate ("NDC") on the basis of its policy of sanctioning of Map upon receipt of 10% of the total land dues, then in such an event, the Parties may approach the Hon'ble Supreme Court of India assailing such decision of GNIDA and during the course of such litigation, if the Parties are required to deposit the entire amount pertaining to the Project Land as an upfront payment before the Hon'ble Supreme Court of India, the Parties shall do so. In such an event, CRC shall arrange the said funds and the said funds shall be procured by CRC and such arranged fund shall bear a simple interest @17% p.a. and Habitech shall be liable to pay the same to the CRC.

7. TIME PERIOD FOR THE COMPLETION OF THE PROJECT CONSTRUCTION:

- 7.1 That Second Party hereby assures and represents to HABITECH that provided that the title to the Said Project Land remains clear and marketable during the period of development, construction and completion of the Said Project, it shall complete the construction in accordance with the terms and conditions of the Applicable Permits (including the sanction of building plans by the Government Authority) and achieve the completion of the Said Project and apply for the completion/occupation certificate with the concerned Authority within 48 months plus grace of 6 months from the date of RERA Registration of the said project on the Project Land, except of force majeure conditions, in consonance with approved time frame by the Authority or mandated under any Applicable Laws. However, in the event the Second Party fails to complete the Said Project within the aforesaid timeline, a further grace period may be provided which may be agreed upon by the Parties herein and as may be allowed by the concerned Authority.
- 7.2 Any cost, whether Cost of Construction and/or Development and costs direct or indirect related to sanctioning and completion will be borne by the Second Party. Further, all construction costs, right from conceiving of Project, project management,



marketing and execution thereof shall exclusively be borne by the Second Party. It is specifically agreed that liabilities in this respect thereof during construction of project or in future shall be borne by Second party.

- 7.3 The Second Party shall fully develop the Said Project and complete it in all respects as per the sanctioned specifications and Plans and applicable approved FAR of 3.5, including the additional purchased FAR , at present and in future subject to Applicable Laws;
- 7.4 The Second Party hereby agrees and undertakes that the construction of the Said Project shall be of high standards, uniformity shall be maintained for the whole of the Said Project and the over-all look and quality of construction shall be consistent and same should as per the applicable norms and Rules of the Authority and shall be responsible for the maintenance of the Project as per applicable laws and rules framed thereunder.
- 7.5 The Second Party shall ensure that construction of the project is completed as per the construction plan of the Project as defined in ANNEXURE – IV.

8. J.V RATIO BETWEEN THE PARTIES AND THE RATE:

- 8.1 The Parties pursuant to mutual discussions agreed amongst themselves and consequent to HABITECH taking the steps for granting the Second Party with complete Development Rights over the Project Land for development of the said Project thereon and Second Party developing the same in accordance with the terms of the approved plan and Applicable Laws, the Parties shall have respective share in the Gross Revenue of residential Saleable Area. That HABITECH is entitled to [REDACTED] of Gross Revenue residential saleable area and rest will be of Second Party. However, there shall be no sharing of revenue of commercial saleable area i.e. the 100% whereof shall exclusively vest with the Second Party.
- 8.2 That Second Party, subject to sanctions from GNIDA, will develop minimum 8.03 lakh (±1%) sq. ft. of residential saleable area in the Said Project. In addition to the foregoing entitlement of [REDACTED] Gross Revenue of residential saleable area of Habitech, the Habitech shall also be entitled to a sum of Rs. 5,75,00,000/- (Rupees Five Crore and Seventy Five Lakhs Only), which shall be adjusted from the refundable security deposit. That the said amount along with the said percentage in the Gross Revenue share shall be full and final payment made to HABITECH under all heads and HABITECH thereafter shall not raise any further demands except what has been provided under this Agreement.
- 8.3 That Second Party shall ensure that the average net rate of the Habitech's share of the Gross Revenue of residential saleable area shall be [REDACTED] per sq.ft. And any shortage vis-a-vis the Rate will be compensated by the Second Party and in case of any surplus rate, the same will exclusively be the share of Second Party and in no event, whatsoever, the Habitech shall demand any payments from such surplus as mentioned foregoing. Furthermore, the Second Party shall ensure that Habitech's share of entitlement will be given in the following manner:

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- (i) That 90% out of the Habitech's share from [REDACTED] of Gross Revenue of the Residential saleable area (i.e., 90% * [REDACTED] * Rs. [REDACTED]) is to be transferred to Habitech's account, including amount transferred in GNIDA against land dues, amount adjusted against refundable deposit, within 57 months from the date of RERA registration of the proposed project on the said Project land.
- (ii) That 5% (i.e., 5% * [REDACTED] * Rs. [REDACTED]) out of the Habitech's share from [REDACTED] Gross Revenue of the Residential saleable area is to be transferred 3 months thereafter i.e. within 60 months from the date of RERA registration.
- (iii) That final balance of 5% (i.e., 5% * [REDACTED] * Rs. [REDACTED]) amount therefrom is to be transferred to Habitech 6 months thereafter i.e. within 66 months from the date of RERA registration of the proposed project on the said Project land.
- (iv) The Second party shall ensure the share of Habitech entitlement in gross revenue on year to year basis as per the following schedule and any shortfall from the below defined amount, as given in below schedule, Second party shall pay the remaining amount to make it good.

Period	Minimum amount of Habitech entitlement to be paid
12 month from the date of RERA	[REDACTED]
24 Months from the date of RERA registration	[REDACTED]
36 Months from the date of RERA registration	[REDACTED]
48 Months from the date of RERA registration	[REDACTED]
57 Months from the date of RERA registration	Balance entitlement of Habitech share as per clause 8.3(i)
60 Months from the date of RERA registration	entitlement of Habitech share as per clause 8.3(ii)
66 Months from the date of RERA registration	Entitlement of Habitech share as per clause 8.3(iii)

- (v) For meeting out the requirement of the guaranteed rate of [REDACTED] per sq. ft., the Second Party agrees to maintain the following module:
- (a) An average of Rs. [REDACTED] per sqft of Gross Revenues or achieved higher average rate to the extent of Rs. [REDACTED] per sqft upon completion of 20% sale / booking.
- (b) An average of Rs. [REDACTED] per sqft of Gross Revenues or of achieved higher average rate to the extent of Rs. [REDACTED] per sqft upon completion of 40% sale / booking.

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- (c) An average of Rs. [REDACTED] per sq.ft. of Gross Revenues or achieved higher average rate to the extent of Rs. [REDACTED] per sq.ft upon completion of 60% sale / booking
- (d) An average of Rs. [REDACTED] per sq.ft. of Gross Revenues or achieved higher average rate to the extent of Rs. [REDACTED] per sq.ft upon completion of 80% sale / booking
- (e) An average of Rs. [REDACTED] per sqft of Gross Revenues upon completion of 90% sale / booking.

9. PAYMENT OF REFUNDABLE SECURITY & ADJUSTMENT:

- 9.1 That Second Party, subject to other terms and conditions as set- forth hereinafter, shall be required to pay in total a sum of Rs.13,00,00,000/- (Rupees Thirteen Crores only) being the Refundable Security. That out of the said amount a total of Rs. 4,92,00,811/- stood paid by the CRC to the Habitech under following head .
 - a. That Rs1,01,00,000/- towards grant of Development Rights.
 - b. Rs. 3,91,00,811/- towards obtaining the NDC.
- 9.2 Further, the remainder amount of Rs. 8.08 Crores shall be utilized to pay the outstanding of the Authority only to the 10% of the total outstanding only and purchase of the additional FAR as well as towards the payment of Stamp Duty and Registration Charges of this Agreement of the Habitech's Share, as mentioned in Clause 32.10 herein after of this Agreement and the Registration Charges of the GPA. . However, if the requisite amount towards the payment of outstanding to GNIDA and purchase of the additional FAR as well as towards the payment of Stamp Duty and Registration Charges of this Agreement and GPA of the Habitech's Share is more than the aforesaid amount, then the whole of such additional amount will be arranged by the Second Party . However, the said additional amount over and above the said amount of Rs. 13 Crores/- shall bear a simple interest @17%p.a.calculated on the surplus amount paid by Second Party, till it is repaid/ adjusted from Habitech's share.
- 9.3 That Second Party, in context of the covenants as enshrined in Article 8 & 9 and its Sub-Articles, will be liable to pay the additional amount, apart from Rs. 13 Crores (Rupees Thirteen Crores only), only if amount required for GNIDA outstanding and FAR Purchase are more than Rs. 13 Crores, which may be as per the actual demand raised by GNIDA. as well as towards the payment of Stamp Duty and Registration Charges of this Agreement of the Habitech's Share as mentioned in Clause 32.10 herein after of this Agreement and the Registration Charges of the GPA..
- 9.4 That [REDACTED] from the Gross Revenue received by the Second Party will be paid to Habitech, of which only [REDACTED] would be immediately payable ("Habitech Share"). There shall be a monthly reconciliation for balance [REDACTED] for short /excess amount. If there is any shortage consequent to such reconciliation, then such amount will be transferred by Second Party till 10th of the next month and in case if there is any excess amount, then it will be adjusted in next month reconciliation.

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9.5 That [REDACTED] from the gross sales received by the Second Party ("Habitech Share") will be paid to Habitech after the following land dues of GNIDA and the Second Party are adjusted in the following order of priority—

i) land dues of the GNIDA

ii) the additional amount in excess of Rs. 13 Crores with simple interest @ 17% as paid by the Second Party in terms of clause 9.1.3;

iii) if the above total paid amount as per clause (i) & (ii) and initial amount paid to GNIDA for NDC is less than 32.5 Crore (Rupees Thirty Two Crore and Fifty Lakh only), then Habitech will be entitled to receive its share to the extent of Rs. 32.5 Crores (eg Liability of GNIDA along with initial amount paid for NDC and amount paid as per clause (ii) is Rs 20 crores, then the balance Rs 12.5 crores will be paid to Habitech out of [REDACTED] of Gross Revenue)

9.6 Once the payments as per clause 9.5 are fully adjusted from the Habitech Share, then Habitech will continue to receive two thirds of the Habitech Share (equivalent to [REDACTED] of the gross sales) and the balance one third of the Habitech Share shall be retained till the balance refundable security i.e. Rs. 7.25 Crore (13 Crore – 5.75 Crore) is adjusted. Once the adjustment is complete, the entire Habitech Share shall be remitted from the gross sale.

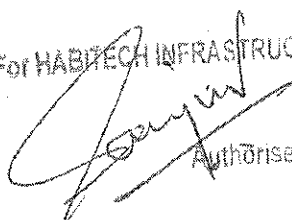
9.7 Monthly Reconciliation for balance [REDACTED] for short / excess amount will be done in following manner. Meaning thereby if there is any shortage, then such amount will be transferred by Second Party till 10th of the next month and in case if there is any excess amount, then it will be adjusted in next month reconciliation. That it is also understood by the Parties, that if the Second Party suffers any loss monetarily from the action/ omission as well as false representation of HABITECH in terms of the present Agreement then under such scenario, HABITECH is required to indemnify the Second Party. And on the other hand, if HABITECH suffers any loss monetarily for the action/ omission on the part of the Second Party, then in such an event, the Second Party under such scenario is required to indemnify HABITECH to the extent of such loss. The DEVELOPER shall provide complete access to all records related to booking/ sale of Saleable Area, receipts, bank statements, etc. on quarterly basis, in relation to the Said Project.

9.8 Notwithstanding any other arrangement of this Agreement, the CRC shall make sure that HABITECH receives a minimum amount of Rs. 1 Crore/- per year from its share of the Saleable area/ inventory of the said Project, payable only after receiving the RERA Registration of the said Project.

10. POSSESSION:

10.1 That HABITECH on the Effective Date, shall handover the physical, vacant and peaceful possession of the Project Land to the Second Party. The Second Party shall acknowledge such possession in writing. That post receipt of possession of the Project Land and thereafter, the Second Party shall, subject to the terms of this Agreement, be entitled to remain in exclusive physical and legal possession thereof till the conclusion of the entire arrangement as agreed to between the Parties in terms of this Agreement.

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Nevertheless, HABITECH, subject to the terms of this Agreement, shall be entitled to visit the project land at any point in time.

- 10.2 In the event the Second Party is in breach of this Agreement, and/or fails to fulfil the development of the Project within the agreed timelines, Habitech shall be entitled to cancel all agreements and General/ Special Power of Attorneys between the Parties, recover possession of the Project Land without prejudice to any other rights or remedies available to Habitech under Applicable Laws or contract.

11. ESCROW MECHANISM:

- 11.1 The Parties, as to better management of the funds shall open an Escrow Account, wherein all the funds/ Sale proceeds so generated from the said Project shall be deposited and thereafter utilized, subject to the Applicable Laws and the terms of this Agreement qua the disbursement and adjustment of the revenue. That such Escrow mechanism shall be to ensure that the funds are properly getting utilized for the purpose enshrined under this Agreement. That the Parties shall separately execute an Escrow Management Agreement, keeping the terms of this Agreement in mind and same shall be read as part and parcel of this Agreement. Notwithstanding anything to the contrary, the said Account shall be operated in accordance with the Escrow Management Agreement only.
- 11.2 That the said Escrow Account shall be a separate Account from RERA Account, which is mandated under Section 4(2)(I)(D) of the Act. That the said Escrow Account which will be opened shall be operated for securing the interest of the Parties as well as to ensure that the money so deposited in the same is utilised in correct proportion for the purpose as enshrined in this Agreement, including to securing the respective share of the party. The Second Party agrees that Habitech's share of saleable proceeds must immediately upon its receipt, whether in the RERA Account or otherwise, be transferred into the Escrow Account, which will be governed by the Escrow Management Agreement. Further, the Habitech shall not use any money for any other purpose from the said account unless the liability of GNIDA toward land dues is fully settled.
- 11.3 The Second Party and Habitech shall open the following accounts with any scheduled commercial bank that the Second Party may identify;
- (a) An escrow account to be named as Collections Escrow Account – [*name of the Project*];
 - (b) An account to be named as Project Account – [*name of the Project*];
 - (c) An account to be named as Other Account – [*name of the Project*];
- 11.4 The Second Party shall collect the Gross Sales Revenue in the Collections Escrow Account. The Collections Escrow Account shall at all times have standing instructions to (a) transfer 70% of the amounts deposited in it at all points of time to the Project Account at the end of every business day and (b) transfer 30% of the amounts deposited in it at all points of time to the Other Account at the end of every business day.

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24

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1. Name of the person

2. Address of the person

11.5 The Second Party and HABITECH shall use such formats of the escrow agreements for the Collections Escrow Account to be signed with the escrow bank, as is approved by the escrow bank.

11.6 The amounts in the Project Account – Name of project shall be used in accordance with RERA including for the following purposes in order of priority:

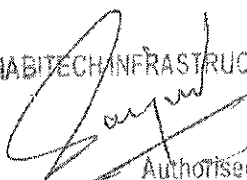
- (a) Balance amount of Habitech Entitlement share which remain short after making payment towards Habitech Share from the "Other Account – Name of Project"
- (b) All costs towards development and construction of the Project including but not limited to payment of statutory dues and repayment of all Project Finance and related costs;
- (c) Interests relating to Project Finance that is due and payable

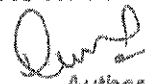
The Second Party assures and covenants to HABITECH that the Project Account and the amounts deposited in the same shall be dealt with by the Second Party in accordance with the terms herein.

11.7 The amounts in the "Other Account – Name of project" shall be utilised inter alia towards payment of the following expenses in order of preference:

Stages	Payment to / on behalf of Habitech	Payment to / on behalf of Second Party
Till the complete payment of GNIDA is made	● of gross revenue shall be paid to GNIDA on behalf of Habitech Entitlement share as defined in clause 9.4.i	● of gross revenue shall be used by Second Party
After GNIDA payment, till payment of amount received from Second Party over and above the refundable security of Rs. 13 Cr (Rupees Thirteen Crores only), along with interest,	● of gross revenue shall be paid to Second party as refund of additional amount received over and above refundable security.	● of gross revenue shall be used by Second Party
After refund of additional amount above, till payment of Balance Habitech Share as per clause 9.5 iii	● of gross revenue shall be paid to Habitech Entitlement share as defined in clause 9.4.iii	● of gross revenue shall be used by Second Party
After refund of additional amount above, till payment of refundable security of 7.25 Crore given by Second party	● of gross revenue shall be paid to Second party as refund of security. [Note: It is made clear that the amount of Income Tax on interest liability of Habitech shall be paid to Habitech which in turn shall be deposited be deposited by Habitech in the government	● of gross revenue shall be used by Second Party

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	treasury] 16% of gross revenue shall be paid to Habitech against his entitlement of revenue share	
After refund of security of 7.25 Crore till complete payment of Habitech entitlement share of revenue	Balance amount of Habitech Entitlement as per agreement or [REDACTED] of gross revenue whichever is lower.	Amount remaining if any after payment of Habitech entitlement

11.8 After share of Habitech entitlement is completely paid and settled by the parties, this above escrow arrangement shall be terminated and shall be deemed to have no effect from that date. Further, it is explicitly and categorically agreed between the Parties herein that the aforementioned module as encompassed in 'Clause 11' together with its sub-clauses is only meant and confined for the residential part of the said Project. As far as commercial part of the said Project is concerned, the aforementioned module shall not be applicable thereon and since all sale proceeds from the sale of commercial part of the said Project is an exclusive entitlement of the Second Party, therefore, the Habitech and Second Party shall work out on the modalities on mutual understanding to ensure that all sale proceeds accrued from the commercial space sales are received and used by the Second Party from day one.

12. GENERAL REPRESENTATIONS AND WARRANTIES BY HABITECH:

At the time of or before entering into this Agreement, HABITECH, subject to terms and conditions, has assured and represented following to the Second Party:

- 12.1 On the basis of the Lease Deeds dated 01.04.2011 and 01.12.2014, it is the legal and rightful owner on lease hold basis, otherwise well and sufficiently entitled to all that piece and parcel of the Leased Land, which includes the Project Land, as more particularly described in the 'ANNEXURE-I' to this Agreement, situated at Plot No. GH- 08 A, Sector TECHZONE-IV, Greater Noida West, Gautam budh Nagar and is legally entitled to utilize the same for the purposes assigned to it. It is further represented affirmed that HABITECH is the recorded owner and in possession of the Project Land in all and any governmental records as the same has been allotted to it through tender.
- 12.2 It has a good, valid and marketable title over the Said Project Land and to provide easement to the extent of the construction of gate as per External Development Works, and it is (a) competent to execute Development Agreements or the Agreement of allied nature with respect to the Said Project Land, (b) fully entitled to deal with the same in any manner it desires, subject to the terms of the Allotment, and there is no impediment in law or otherwise within the knowledge of HABITECH that may have the effect of preventing the execution of this Agreement with the Second Party.
- 12.3 Save and except as disclosed to the Second Party at the time of entering of this Agreement, the GNIDA and/or any Government Authority including statutory authority has no pending claims, sanctions or notice against the Said Project Land and the Said Project Land is capable of being developed as per the approved Sanctioned Plan/any revised Plan.

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- 12.4 The Said Project Land is completely free and clear in all manner of all Encumbrances including prior sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of Authority, Government of India or any other Government or Authority or of any other Person or entity), acquisition, requisition, or attachment, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, prior agreement to sell, or any other legal impediment in respect of the Said Project Land.
- 12.5 That it has not entered into any Agreement similar to this Agreement or Agreement for Sale or Transfer or development of the Said Project Land or agreement or arrangement of any nature whatsoever, with any Person, regarding the Said Project Land thereof and neither has executed any registered or unregistered Agreement, deed(s) of power of attorney in favour of any person other than the Second Party and/or its nominees to deal with the Said Project Land or any portion thereof;
- 12.6 Notwithstanding anything contrary contained in this Agreement, HABITECH shall be held responsible for any defect in the rights and/or interest of HABITECH in the title of the Said Project Land occurring due to any event happened prior to the date of this Agreement.
- 12.7 HABITECH hereby agrees that in order to facilitate smooth development of the Said Project on the Said Project Land, HABITECH shall appoint, constitute and authorize the Developer or any of its nominees authorized by of the Developer as Attorney.
- 12.8 That without prejudice to the rights and interests of HABITECH with respect to the Project Land, HABITECH shall not interfere with or obstruct the development, construction and completion of the Said Project on the Said Project Land by the Second Party and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect on the development, construction and completion of the Said Project by the Second Party or its Authorized Attorney.
- 12.9 It shall, subject to the terms of this Agreement, at no point of time in future curtail and/or revoke the authority and rights conferred upon the Second Party or its nominees, inter alia, for developing, marketing and selling of the said Project at the Said Project Land.
- 12.10 The Said Project Land or any part or portion of the Said Project Land does not comprise of any reservations and/or any place of worship, adoration, reverence or devotion of any deity, God, religion, sect, mutt, seer, hermit, mendicant, etc. or any Temple, Gurudwara, Mosque, Church, shrine, samadhi, mausoleum, mazaar, tomb, catacomb, crypt etc. or any monument, memorial etc. and no religious establishment or religious trust or religious body has any interest whatsoever in the Said Project Land or any part or portion of the Said Project Land;
- 12.11 The vesting rights mentioned herein above in respect of the Said Project Land by HABITECH to the Second Party in the manner contemplated in this Agreement shall result in the Second Party becoming the Developer of the said Project and also

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27

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becoming fully entitled to the unrestricted and unhindered possession thereof to carry out the Construction and Development on the Project Land;

- 12.12 No part of the Said Project Land is subject to any rights of Easements, except to the extent of the gate to be constructed for the purpose of Phase-I customers as per the External Development Works.
- 12.13 HABITECH is fully competent to enter into this Agreement and has full power and authority to execute, deliver and perform this Agreement, and HABITECH has taken all necessary action to authorize the execution, delivery and performance of this Agreement, which constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof and that there is no legal bar or impediment on it in entering into this Agreement, which is being entered into by HABITECH for its bonafide commercial purpose;
- 12.14 That there are no pending litigation or proceedings of any nature whatsoever in connection with the Said Project Land, that may affect or are likely to affect, the execution of this Agreement, the Transfer thereof, or HABITECH's right and interest in the Said Project Land or part thereof;
- 12.15 HABITECH on best effort basis, shall duly and promptly convey its suggestions and decisions when requested for by the Second Party in respect of matters covered by this Agreement.
- 12.16 The Said Project Land is capable of being developed for the Said Project in terms of the requisite license, sanction of building plans and applicable sanctions, permissions and approvals of the Government Authority(ies);
- 12.17 That without prejudice to the rights and interests of HABITECH with respect to the Project Land and at the cost and expense to the Second Party, HABITECH shall do all acts, deeds and things, including execution and/or signing of all such documents and/or extending and rendering all assistance and co-operation on best effort basis, as may reasonably be required by the Second Party for purpose of securing its rights under this Agreement;

13. REPRESENTATION, WARRANTIES AND UNDERTAKING BY THE SECOND PARTY:

- 13.1 The Second Party is fully competent to enter into this Agreement and has full power and authority to execute, deliver and perform this Agreement, and the Second Party has taken all necessary action to authorize the execution, delivery and performance of this Agreement, which constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof and that there is no legal bar or impediment on it in entering into this Agreement, which is being entered into by the Second Party for its *bonafide* commercial purpose;;
- 13.2 The Second Party shall exclusively bear the Cost of Construction and/or Development and expenses towards conceiving of said project, project management, marketing and execution thereof at its own risk and cost. It is specifically agreed that liabilities in this respect thereof during construction of project or in future shall be

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borne by the Second Party.

- 13.3 The Second Party shall do all acts and deeds required to give full effect to the intention and terms of this Agreement, and shall not do or omit to do any act, deed or thing which may, in any manner whatsoever, have any Material Adverse Effect and/or prejudice the right and interest of the Parties on the Project Land.
- 13.4 After the Effective date, the Second Party hereby agrees and confirms that all such facilitations and / or performance by HABITECH under the terms of this Agreement either for executing any documents towards arranging approvals, financing etc. or any other acts in connection thereto will be done by HABITECH and same shall be done on best effort basis at the risk, cost and expenses of the Second Party;
- 13.5 The Second Party hereby agrees and confirms that for the purpose of arranging funds / finance in connection with the Said Project, HABITECH shall execute all necessary documents qua the Said Project Land at cost and expenses of the Second Party subject to requisite approvals from concerned authority at the cost and expense of the Second Party, provided that Habitech shall not provide any personal guarantee and that it shall only provide reasonable assistance to the Second Party to procure necessary construction finance and/or approvals thereof;

14. RIGHTS AND OBLIGATIONS OF HABITECH:

Subject to terms contained in this Agreement and without prejudice to the rights and interests of HABITECH with respect to the Said Project Land, HABITECH hereby agrees that:

- 14.1 HABITECH shall do all acts, deeds and things or forbear from doing all acts, deeds and things in terms of its representations, declarations, assurances, confirmations and warranties set out in the Clause-12 hereinabove and the same shall be treated as obligations and covenants of HABITECH.
- 14.2 Subject to the terms contained in this Agreement, HABITECH shall not do anything, at all times during the development, construction and completion of the Said Project, by the Second Party, which may result in stopping the development of the Said Project by the Second Party save and except in case the Second Party is in breach of any terms contained in this Agreement.
- 14.3 That from the date of execution of this Agreement, it shall not Transfer its title and/or the ownership and/or rights (including the Development Rights) and/or interest in the Said Project Land or create any lien thereon to any third party or enter into any negotiation or discussion with any person for transfer of its title and/or the ownership and/or rights (including the Development Rights) and/or interest in the Said Project Land or creation of any lien thereon nor shall it enter into any joint development agreement and/or collaboration Agreement and/or similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Project Land nor create any title, interest, charge, mortgage, lien, etc. in the Said Project Land or any part thereof or deal with the same in any manner whatsoever and shall also not part with the possession, whether legal or actual, of the Said Project Land or any part thereof in favour of any Third Party other than the Second Party and that the Second Party shall

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have exclusive rights to deal with the Said Project Land in the manner as agreed between the parties to this Agreement.

- 14.4 It shall, for all times to come, affirm to continue to be responsible and accountable for all the litigations, claims, disputes etc., past, present and future, if any, related to the ownership and title of the Said Project Land and/or rights of HABITECH therein, which may arise on account of any defect in the rights and/or interest of HABITECH in the title of the Said Project Land occurring due to an event prior to the date of this Agreement and shall keep the Second Party indemnified against all actual losses, damages, costs and expenses incurred and/or suffered by the Second Party on the said account and that HABITECH shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the Second Party with respect to the Said Project Land and the development thereof in terms of this Agreement and the construction and completion of the Said Project and also marketing of the Said Project to be undertaken in terms of this Agreement. Second Party agrees that Habitech shall not be responsible for any litigations, claims, disputes, losses, damages, Cost of Construction and expenses, that may be attributable to the Second Party's acts and/or omissions.
- 14.5 Subject to other terms and conditions of this Agreement HABITECH has, upon the execution of this Agreement, given complete Development Rights of the Said Project on the Said Project Land to the Second Party and also given complete marketing and sale rights of the Said Project to the Second Party.
- 14.6 HABITECH shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Said Project and/or booking and sale of the Said Project. All sale proceeds generated by or on behalf of the Second Party from the sale of the Saleable Area of the Project of both Parties shall be shared by the Parties in the manner agreed between the Parties as per the terms of this Agreement, i.e. Habitech will be entitled to [REDACTED] of the sale proceeds gross revenue of the residential saleable area in the Project Land.
- 14.7 HABITECH shall not interfere with or obstruct in any manner with the possession of the Said Project Land by the Second Party required for development and completion of the Said Project except in case the Second Party is in breach of this Agreement.
- 14.8 HABITECH or its Authorized Representative, if and when required, and with reasonable notice, shall attend meetings to confer, consult and finalize the Accepted Specifications and Accepted Plans qua the Said Project Land and the Said Project.
- 14.9 HABITECH shall, to give effect to the terms of this Agreement, on best effort basis, and at the cost and expense of the Second Party, duly and promptly execute and make available, where necessary, to the Second Party requisite application(s) and/or letter(s) and/or document(s) including execution of General Power of Attorney authorizing any person so nominated by the Second Party.
- 14.10 That such General Power of Attorney in favour of the person so nominated by the Second Party shall be to facilitate the smooth execution of the development, construction, completion and marketing and sale of the Said Project in terms of this Agreement. This Power of Attorney shall be irrevocable during the subsistence or the



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validity of this Agreement, except in case of the Second Party breaching this Agreement. The Habitech agrees and undertakes not to cancel, revoke or modify the General Power of Attorney and to keep the same in full force and effect till the Completion of the Said Project subject to the terms of this Agreement. The Parties hereto, particularly Habitech and Second Party, further undertake that they shall conduct themselves and their respective obligations in a manner to give full effect to the terms and intention of this Agreement, and to avoid any detriment to other

- 14.11 That HABITECH, on best effort basis, shall inform the Second Party of all notices received by HABITECH from the concerned competent Government Authorities connected with or concerning with the Said Project Land.
- 14.12 That it is further agreed between the Parties hereto that HABITECH shall be entitled to forfeit the paid-up amount of Rs. 1.01 Crore (Rupees One Crore and One Lakh only), which will be paid at the time of signing of the said agreement, in the event if, even after complying with all legal and procedural requirements by the HABITECH as enshrined in the said agreement, the Second Party deliberately fails to adhere to the payment schedule for the payment of the Refundable Security, as already been mentioned in the agreement. It is further clarified that in such an event wherein the HABITECH under the strength of this Clause has to forfeit the paid up amount of Rs. 1.01 Crore, the same shall be only done after sending a Written Notice to the Second Party asking it to comply with the Contractual Covenants, which is subject to fulfillment of the Contractual Covenants on the part of the HABITECH itself, and giving 10 days' time to Second Party to cure such defects, if any, as may be pointed out by the HABITECH.
- 14.13 That Habitech shall not be responsible for any loan/ finance that is being taken by the Second Party by either putting the said Project Land or the Constructed structure as Mortgage. Habitech shall also not be responsible for providing any personal guarantee, and it shall not be liable towards any loan/ finance sought for the Project Land by the Second Party.
- 15. RIGHTS AND OBLIGATIONS OF THE SECOND PARTY:**
- 15.1 The Second Party shall do all acts, deeds and things or forbear from doing all acts, deeds and things in terms of its representations, declarations, assurances, confirmations and warranties set out in the Article/ Clause 13 hereinabove and the same shall be treated as obligations and covenants of the Second Party.
- 15.2 Subject to the conditions set out in various provisions of this Agreement, the Second Party must develop, construct and complete the Said Project.
- 15.3 The Second Party shall have all the rights to further sub-assign/transfer its rights under this document to any entity as may be required for completion of the Project, by seeking prior written consent of Habitech. The Second Party agrees that no assignment or subcontracting under this Agreement shall absolve it of its commitments and/or obligations under this Agreement.
- 15.4 The Second Party, at its own cost and expense, must submit applications and pursue with the statutory authorities for all further requisite licenses, permissions, sanctions



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and approvals from the concerned competent Government Authority as may be required and necessary by the Second Party to perform its obligations under this Agreement in connection with the Said Project from relevant Agencies and Departments in connection with all applicable rules and regulations including those relating to the layout and building plans, water and electricity connections and the installations thereof. HABITECH, at the cost and expense of the Second Party and on best effort basis, shall render all assistance and authorizations as may be required by the Second Party to obtain such licenses, permissions, sanctions and approvals in connection with the Said Project. The Second Party must seek any electricity connections and/or installations only in its name, subject to governing laws and regulations thereto.

- 15.5 The Second Party shall appoint the Architect or a team of Architects and Engineers at its own cost and expense, to prepare the designs, plans and schemes in consonance with the rules and regulations as framed by the concerned Government Authorities for the development and construction of the Said Project and the Second Party shall be solely responsible for the acts and omissions of the said Architect and/ or Engineers, etc.
- 15.6 The Second Party must undertake the Design and Construction in such a manner that it utilizes maximum permissible covered area in the Said Project on the maximum prescribed FAR, as permissible under the law or allowed by the statutory authorities. Any Further FAR acquired subsequent to the execution of this Agreement could be shared in the JV ratio of the Parties, at the option of both Parties.
- 15.7 All the expenses and costs, except to the extent agreed to be undertaken by the Habitech under this Agreement, related to the commencement, construction and completion of the Said Project of any nature whatsoever must be exclusively arranged, borne and paid by the Second Party and in any event whatsoever, HABITECH shall not be liable to pay such costs and expenses.
- 15.8 The Second Party shall at its own costs and responsibility, keep all relevant and necessary permissions, licenses, approvals and the Approved Sanctioned Plans valid and alive throughout the completion of the Said Project. Further the Second Party shall abide and be bound by the terms of all the relevant and necessary permissions, licenses, approvals, laws, regulations and of the Approved Sanctioned Plans till the completion of the Said Project.
- 15.9 The Second Party shall be at its sole and unfettered discretion and without any reference being made to HABITECH at any point of time to appoint Contractors/sub-contractors or other agencies, to carry out the construction and development of the Said Project as per the Specifications required by and as agreed to by the Architect and in accordance with the development/building plans as sanctioned by the concerned/relevant authority provided that any subsequent liability/expenses arising from the Contractors/sub-contractors or any other agencies engaged by the Second Party to carry out the development/construction of the Said Project on the Said Project Land shall be the sole responsibility of the Second Party alone, including all consequences arising there from. The Second Party, at its sole discretion shall be allowed to enter into any development management agreement with any third party

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subject to fulfilling contractual covenants as encompassed herein as well as subject to compliance of law and regulations to that effect.

- 15.10 In case any portion of job work under this Agreement is sub-contracted, the Second Party shall, at all times be directly responsible for the due performance of each and every obligation under this Agreement.
- 15.11 The Second Party shall pay all costs, brokerage, fees and other expenses of the Contractors, Architects, consultants, Development Manager, Brokers and other technical experts and all other necessary expenses for the development and marketing of the Said Project including wages and salaries to all persons employed for this purpose by the Second Party or by its agents or nominees whatsoever.
- 15.12 The Second Party will be responsible for carrying out all construction and development in connection with the Said Project, and any liability, litigation (including labor dispute) etc., that may arise on account of such construction and development activity shall be borne by the Second Party, as long as such litigation or liabilities do not arise out of the ownership and title of the Said Project Land due to an event occurred on or prior to the date of this Agreement and/or out of any deed, act or thing on the part of HABITECH, in which case the same shall be exclusively borne by HABITECH. The Second Party shall be entitled to mortgage the Said Project Land as security for any loan, construction finance, advance, credit facility or financial arrangement in the second phase, that may be obtained and/or availed and/or made by it for the purposes of development of the Said Project, subject to no additional charge and / or liability is created upon HABITECH by any means whatsoever. However, such mortgage is subject to two conditions:
- (i) Issuance of PTM(permission to mortgage) by the GNIDA in respect of Project Land (without creating any charge/obligation on the other land not forming part of the Project Land).
 - (ii) DEVELOPER at first spends a minimum of Rs. 14 Crores on the construction of the Project, out of its own funds plus DEVELOPER's [REDACTED] of the funds received against the allotment to the homebuyers, on the Project Land. It is made clear that the aforesaid minimum spend shall be over and above the amount of any advance/ security deposit payable by the DEVELOPER to HABITECH under this Agreement.

In this regard Habitech shall do all the needful and necessary acts, including but not limited to filing/ creation of charge viz. the Project Land, execution of the relevant documents for creation of Mortgage/ Security.

- 15.13 The Second party shall be responsible for the construction finance procured by the it and shall all times indemnify the Habitech, its directors, shareholders and shall keep them indemnified, saved, defended and harmless from and against all suits actions, proceedings and all cost charges, expenses, fines, penalty, prosecution, losses, damages, liabilities, claims, default which HABITECH, its directors, shareholder may bear or incur or suffer and /or which may be made levied or imposed on account of default in repayment of loan or violation of terms of the loan document executed with the lender.

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- 15.14 It is agreed that the Habitech share of entitlement shall continue to receive its share as defined in the agreement.
- 15.15 The Second Party shall not deviate from the Approved Sanction Plan, the Accepted Specifications, terms and conditions as approved, sanctioned and stipulated by the competent Government Authority and the Applicable Laws.
- 15.16 The Second Party shall complete the development and construction of the Said Project within the period as mentioned in Article 7.1 of this Agreement. Time is of the essence in the performance of this Agreement, and the Second Party will be in breach of this Agreement upon non-fulfilment of obligations within the timelines laid in this Agreement, subject to force majeure conditions.
- 15.17 The Second Party undertakes to carry out all remedial actions as may be required from time to time including substitution of contractors, appointment of additional contractors, supervisors and other personnel as may be necessary for development of the Said Project, without prejudicing the interest of HABITECH.
- 15.18 The Second Party shall not be entitled to assign any of their rights and obligations under this Agreement, to a third party including its Shareholding without a prior written consent from Habitech. Habitech shall communicate its assent or dissent within 30 days. Without prejudice to the foregoing, the Second Party shall be allowed to alter its Shareholding provided that such alteration is within family members of the Promoters and to that effect, no consent from Habitech shall be required.
- 15.19 The Second Party must duly comply with Applicable Laws, rules and regulations and abide by all safety norms and regulations, duly honour all commitments to labour and all contractors employed by it as also to all suppliers of materials and services and shall not do or permit anything to be done which may result in any injury, threat, loss, liability or damage to HABITECH or to any other person.
- 15.20 The Second Party must at its own cost and risk ensure that it remains its sole responsibility that appropriate and adequate safety arrangements are made and implemented for the protection of all workmen and visitors at the construction site and adequate and prompt medical and first aid facilities are available at all times at the Project Land, for the benefit of all workmen and visitors to the construction site by the Contractor(s)/sub-contractor appointed by it.
- 15.21 The Second Party will be wholly and solely responsible for implementation of the Project and also for ensuring quality, development, and subsequent maintenance of building and services, unless an alternate agency for such work/responsibility is identified by the Second Party, in which case the Second Party shall be responsible for the duties of such alternate agency.
- 15.22 The Second Party either by itself or through its Contractor(s)/sub-contractor or agencies shall bring all the building materials, construction equipment and other resources onto and store at the said project land at its sole risk and responsibility insured against theft, flood, fire, earthquake, civil commotion, riots, militant action, accidents etc.

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- 15.23 The Second Party shall cause the Contractor and/or sub-contractor or agencies to obtain a Workmen's Compensation Insurance Policy as required under the law at their costs in respect of the Said Project and the Second Party shall indemnify and keep indemnified HABITECH from any and all costs, claims, demands, losses and damages on this account arising either directly or indirectly.
- 15.24 The Second Party shall cause the Contractor(s) and/or sub-contractor or agencies to adhere and comply with all the rules and regulations related to safety, medical or any other facilities to labour under the applicable labour laws.
- 15.25 The Second Party shall cause the Contractor(s) and/or sub-contractor or agencies to obtain an adequate insurance cover(s) to save and protect itself and HABITECH from all claims and demands on account of any events occurring on, arising out of, concerning or relating to the Said Project including claims on account of any accidents or wilful actions or on account of any Act of God or for reasons beyond the control of any of the Parties.
- 15.26 All levies and charges, taxes, goods and services tax, sales tax, works contract tax, cess or any other tax, levy or charge, pertaining to the development and construction of the Said Project or arising out of or pursuant to this Agreement or in relation to any further agreements and transactions envisaged hereunder between HABITECH and the Second Party, levied by any Government Authority, shall be paid by and be the sole liability and the responsibility of the Second Party with respect to the said Project Land.
- 15.27 The Second Party must indemnify and keep indemnified HABITECH and hold it harmless from all costs and liabilities, claims, demands, all liabilities including criminal liabilities, penalties, losses and damages whatsoever emanating from or pertaining to the development and construction on the Said Project and/or the works executed or to be executed or agreed to be executed thereon, provided such damages and losses that are solely attributable to Habitech.
- 15.28 The Second Party must utilise its entire share of sale proceeds, i.e., [REDACTED] of the sale proceeds for the Project's residential area, and 100% of the Project's commercial area, towards the development of the Project and fulfilment of its obligations under this Agreement. The Second Party warrants that it shall not utilise the sale proceeds towards any other purpose till the completion of the Project.

16. MUTUAL AND/OR JOINT OBLIGATIONS OF HABITECH AND SECOND PARTY:

- 16.1 In event of any compulsory acquisition/requisition of the Said Project Land or any part thereof or publication of any notification and/or declaration and/or notice for the compulsory acquisition/requisition of the Said Project Land or any part thereof, after the execution of this Agreement but before the completion of the Said Project, the Parties herein Parties shall jointly contest the same at the cost, risk and expenses of the First Party.
- 16.2 That if the Habitech fails to pay for any of its liabilities mentioned in this Agreement,



then Second Party may pay such amount on behalf of Habitech. However, such payment made by the Second Party shall be refunded back along with interest as may be mutually decided.

- 16.3 The Parties herein have come together under this Agreement for the mutual benefit of each other and hence each Party shall carry out and perform their respective obligations in their true letter and spirit. It is agreed between the Parties that none of the Parties shall take any step or action which may jeopardize the rights to the Project Land and the development and construction of the Said Project.
- 16.4 The Parties undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by the Parties herein, to become untrue or inaccurate or misleading, at any point of time.
- 16.5 The Second Party shall provide to Habitech(i) quarterly MIS of the Project, (ii) viewing rights of the Collection Escrow Account, Project Account and Other Account by way of Statement of Account and (iii) progress of construction at site as per the terms of agreement.
- 16.6 For the avoidance of doubt, the representations and warranties mentioned in Article 12 and 13 shall continue to be in force and effect till the completion of the Said Project and shall survive thereafter.
- 16.7 That the Parties agree that if for any apparent fault on part of CRC, the RERA registration of the Said Project could not be obtained within 6 months from the date of sanctioning of the Map by GNIDA and from obtainments of NOC/ certificate from the Environment/ Pollution Control Board, whichever is later, the interest chargeable on interest bearing advance would have a moratorium for such intervening period. However, if the RERA registration could not be obtained for any fault at part of Habitech or by any objections by residents/allottee of Phase 1 part of project, it shall be liability of Habitech to keep bearing such interests without any objections to that effect. Furthermore, Habitech will ensure that any such objections if so created by residents/allottees of Phase 1, are duly resolved by Habitech.
- 17. NO REPUDIATION:**
- 17.1 Since considerable expenditure, efforts and expertise are involved in developing the Said Project, it is an express condition of this Agreement that neither Party and/or it's/nominees, legal heirs, successors, etc. agent and/or Persons claiming under the other Party shall terminate, repudiate, cancel or back-out from this Agreement under any circumstances whatsoever, subject to other relevant provisions of this Agreement.
- 17.2 In pursuance of the due performance of the obligations herein contained and the Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled and shall be binding on all the Parties with full force.



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18. **MAINTENANCE OF THE SAID PROJECT:**

- 18.1 During the construction and development of the Project Land and upon completion of the development and the construction of the Said Project and conveyance of the built-up area to the prospective Transferee(s)/ Client(s), the Said Project shall be maintained by the Second Party or its nominated maintenance agency at its own cost and expense and the Second Party, subject to BBA/ Agreement to Sell / Sale Deed with the prospective Transferee(s) / Client(s) All the present or future owners, occupants, who would use the Common Areas, Facilities and Amenities, shall be governed by the rules framed by Second Party and/or the maintenance agency so nominated by the Second Party from time to time subject to the provisions of the Applicable Laws and rules framed thereunder..

19. **MARKETING AND SELLING:**

- 19.1 The marketing, selling and advertising plan and the pricing of the Units in the Said Project shall be exclusively determined and all activities related thereto shall be exclusively carried out by the Second Party along with the Channel Partner, if required, in any manner as it deems fit and proper without any interference or obstruction from HABITECH. That all costs towards the same shall be borne by the Second Party. The Second Party shall be entitled to collect the sale proceeds, sign agreements, issue receipts for the units in the Said Project. Subject to terms contained in this Agreement and without prejudice to the rights and interest of HABITECH with respect to the Said Project Land, HABITECH, if required by operation of any law, through its nominee and/or authorized signatory, shall sign / counter sign the Builder-Buyer agreements/ Conveyance Deed and any other agreements/documents as required by the Second Party for smooth operation qua its customers/clients of the Said Project.
- 19.2 Without prejudice to the rights and interest of HABITECH with respect to the Said Project Land, HABITECH without any obligation to do so, to facilitate on best effort basis and at the cost and expense of the Second Party shall provide/execute the documents as and when needed by the Second Party for making the said project bankable for consumer/construction finance. Notwithstanding, anything contained in this Agreement, the Second Party hereby agrees and confirms that for the purpose of arranging funds / finance in connection with the Said Project, no charge shall be created on the HABITECH. For the purpose of consumer finance if it is needed due to operational and legal requirements, the HABITECH and the Second Party must open an Escrow Account in any Bank, subject to provisions of UPRERA, as per choice of Second Party for inward remittances of funds/finance from banks/financial institutions for the funds so transferred therein against approved/sanctioned loan of clients for the said Project at the cost and expense of the Second Party subject to no liability being accruing upon the HABITECH, including tax and/or other statutory liability(ies) of any nature and the Second Party shall indemnify and keep indemnified the HABITECH from any and all costs, claims, demands, losses and damages on this account arising either directly or indirectly. The right of operation and management of such account/s shall be solely and exclusively vested with the Second Party, who shall at all times facilitate such operation of the said Escrow Account/s subject to terms contained in a separate Escrow Management Agreement, which shall be read *paripassu* with this Agreement. Any and all finance/funds, such

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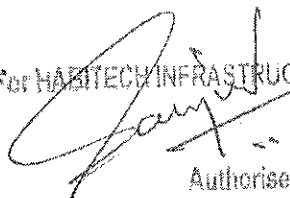
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received, as mentioned forgoing shall be exclusive to the Second Party and HABITECH shall not have any claims, whatsoever, on such finance/funds.

20. **POWER OF ATTORNEY:**

- 20.1 That HABITECH, in addition and alternative to other covenants as set forth herein, undertakes to irrevocably constitute the Second Party and/or its nominee(s) and/or its assignee(s) as its registered General Power of Attorney (the "**General Power of Attorney**") without prejudice to the rights and interest of HABITECH with respect to the Project Land for doing acts, which include (but excludes mortgaging of Project Land and/ or giving it as collateral), but not limited to:
- a. Submit applications to the GNIDA and/or Government Authorities for obtaining all Applicable Permits, sanctions, approvals, NOC, Licenses and doing all acts, deeds and things as may be required for the development of the Said Project and also for the sanctioning, development, construction and Completion of the Said Project and for all purposes on the part of HABITECH.
 - b. conduct/execute conveyance deed/ sub-lease deed, as the case may be, in favour of the clients/customers for the said Project on the part of HABITECH, as and when required by the Second Party, subject to requisite statutory and/or regulatory approvals.
- 20.2 If by any law and regulations or rules framed thereunder, the execution of conveyance deed/ sub lease deed as said above could not be operated by the said Special Power of Attorney then in such event without prejudice to the rights and interest of HABITECH with respect to the Project Land, HABITECH shall execute the conveyance deed/ sub-lease deed with the clients/customers/buyers of the units in the said Project as and when required by the Second Party.
- 20.3 Subject to the terms contained in this Agreement and subject to Habitech receiving its share of accrued saleable proceeds and other due payments, the aforesaid General Power of Attorney shall be in full force and shall not be revoked until completion of the Said Project and sale / transfer/conveyance/ sub-lease deed of all the units in the Project etc. of the Said Project.
- 20.4 It is the obligation of HABITECH and the Second Party to take all steps necessary for registration of General Power of Attorney as envisaged under this Agreement at the office of the jurisdictional sub-registrar subject to all cost and expenses relating to such registration to be borne by the Parties in their respective ratio. All costs, charges, duties and expenses incurred in this regard shall be borne by the Parties in their respective ratio. HABITECH on best effort basis shall render all cooperation and ensure presence of its Authorized Representatives before the office of the Sub-Registrar, with all necessary documents and papers, as and when required.
- 20.5 Copies of all documents (*inter alia* including, all applications made to GNIDA and/ or any other government authority, allotment letters, builder buyer agreements, etc.) executed by the Developer on the basis of the attorney(s) issued by Habitech shall be supplied by the Developer to Habitech, on quarterly basis. It is agreed that the format of Builder Buyer Agreement to be executed by the Second Party with buyers/


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allottees must be in strict compliance to the RERA rules and guidelines in respect to the Joint Development arrangement, as is the present Agreement and shall not in derogation of any law, for the time being in force.

21. ADVERTISING, PROMOTION AND BRANDING FOR THE PROJECT:

- 21.1 It is agreed between the Parties that the Second Party shall have the exclusive right for the site branding and all type of promotions and advertising for the Said Project. It is also agreed between the parties that the Second Party shall be allowed to change the brand name of the project as per its sole discretion. Moreover, the Second Party is entitled to enter into such agreements with third parties for site branding, promotion and advertising for the Said Project as it may deem fit.
- 21.2 Any hoarding or other advertising material whether on the Said Project or elsewhere and whether before the commencement of construction or after commencement of construction or after completion of the construction of the Said Project shall carry the brand name, logo, trademark of the Second Party in such format as the Second Party may deem fit and proper.
- 21.3 Subject to the terms contained in this Agreement it is also agreed between the Parties that the Second Party shall be the owner of all designs, name and usage for the Said Project, even though the same may be conceptualized by HABITECH. Also, the trademarks, copyright in respect of all designs, name and usage for the Said Project shall remain the property of the Second Party. It is made clear that the brand/ trade name Habitech Panchtatva shall always be and shall continue to be exclusively owned by Habitech.

22. TERM AND TERMINATION:

- 22.1 This Agreement shall remain valid, effective and binding on the Parties commencing from the Effective Date and shall continue and remain in full force till it is terminated by any Party only in accordance of the provisions of this Agreement.
- 22.2 In the event any Party ("Defaulting Party") defaults and/or breaches the terms and conditions under this Agreement, the other Non-Defaulting Party may without prejudice to its other rights serve notice on the Defaulting Party to rectify such default or failure within a period of 15 days and if such default or failure is not rectified within such period of 15 days, both Parties will sit together and take necessary steps in the best interest of the Project and appoint Third Party to complete the Project and amount invested by the Second party will not be withdrawn till the completion of the Project.
- 22.3 Further, the Second party shall all times indemnify the Habitech, its directors, shareholders and shall keep them indemnified, saved, defended and harmless from and against all suits actions, proceedings and all cost charges, expenses, fines, penalty, prosecution, losses, damages, liabilities, claims, default which HABITECH, its directors, shareholder may bear or incur or suffer and /or which may be made levied or imposed on account of termination of this agreement or violation of terms of this agreement.

For HABITECH INFRASTRUCTURE LTD.

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39

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सचिव, उत्तर प्रदेश सरकार

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23. **INDEMNITY:**

- 23.1 Each of the Parties i.e. HABITECH and the Second Party agree to indemnify and keep the other Party ("**Indemnifying Party**") and their respective officers, directors, agents and employees (the "**Indemnified Party**") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) (hereinafter referred to as "**the Damages**"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or any confirmation delivered pursuant thereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.
- 23.2 The Second Party agrees to indemnify, defend and hold harmless Habitech from and against any and all the Damages aforesaid, (a) arising out of non-fulfilment of Completion of the Said Project, (b) arising out of quality of construction of the Said Project, (c) arising out of any legal dispute arising out of allotment/ lease to final purchaser, and/or (d) made by Authorities, contractors, laborers, suppliers and or any third party arising from the development and construction of the Project on account of all acts of the Developer.
- 23.3 All claims whatsoever made by third parties including suppliers of materials, equipment used or to be used in the construction and completion and the building under this Agreement including all claims for damages or otherwise made by any purchaser of the built up areas in the Project including those relating to the portions falling to the share of the Habitech or on account of any defect in the construction or completion of the buildings shall be paid for by the Second Party. The Second Party shall keep Habitech fully indemnified and free from all such claims and demands whatsoever. As regards any claims against Habitech for delays by way of the purchasers of the built-up areas, the Second Party shall indemnify the Habitech.
- 23.4 The Second Party acknowledge that Habitech shall not be responsible to Indemnify the Second Party for any development activity, expenses incurred or construction that is undertaken by the Second Party from the date of the signing of the Agreement till the Additional FAR is received.

24. **GOVERNING LAW AND DISPUTE RESOLUTION:**

- 24.1 This Agreement shall be governed by, and construed in accordance with, laws of India.
- 24.2 All disputes and differences between the Parties hereto regarding the construction or interpretation of any of the term/ terms and conditions herein contained or touching these presents or determination of any liability shall be resolved by mutual discussions between parties within 15 (fifteen) days of the Said dispute being

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40

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communicated to the other party in writing, failing which, such disputes shall be referred to conciliation in terms of the Arbitration and Conciliation Act, 1996 (as amended upto date) and any statutory modifications or re-enactments thereof. If the conciliation proceedings fail to resolve the disputes within 15 (fifteen) days, then the disputes shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended upto date).

- 24.3 The Parties shall mutually appoint a sole Arbitrator to resolve the dispute or differences, failing which it shall be appointed in accordance with Arbitration and Conciliation Act, 1996 (as amended upto date).
- 24.4 The seat for arbitration shall be at New Delhi, the Parties may mutually decide the venue for the arbitration proceedings, and the language of the arbitration proceedings shall be English. The Arbitrator shall observe the principles of equity and natural justice. It shall be obligatory on the parties to produce all record/ records necessary thereof for the resolution of the disputes between the Parties, before the Arbitrator or Courts, as the case may be. The Parties shall bear and pay their respective costs, charges and expenses of the arbitration proceedings.
- 24.5 Subject to the terms contained in this Agreement, the work of development of the Said Project Land and/or completion of the Said Project and/or any other matters incidental to this Agreement shall not at any time or during pendency of any dispute resolution exercise whether by negotiation, mediation or arbitration, be stopped, prevented, obstructed or delayed by either Party in any manner whatsoever.
- 24.6 Subject to the terms contained in this Agreement during the pendency of any dispute resolution exercise whether by negotiation, mediation or arbitration, the Parties shall continue to perform their obligations, which are not subject to such negotiation, mediation or arbitration.
- 24.7 Any decision of the arbitral tribunal shall be final and binding on the Parties.

25. JURISDICTION:

- 25.1 Subject to the Clause 24 of this Agreement, the Courts and quasi-judicial authorities at New Delhi shall have exclusive jurisdiction and the jurisdiction of Courts and quasi-judicial authorities at places other than New Delhi stands specifically excluded.

26. COMMUNICATIONS AND NOTICES:

- 26.1 All documents to be furnished or communications to be given or made under this Agreement shall be in the English language and shall be in writing.
- 26.2 All notices, communications, letters etc. required to be made, served and communications in terms of the Agreement and/or under these presents shall be in writing and shall be deemed to have been duly made, served, communicated or received:
- (i) immediately, if sent by facsimile transmission to the correct fax number of the

CRC Homes Private Limited

FOR AND ON BEHALF OF THE COMPANY

41


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addressee (with a confirming copy sent the same Business Day by registered post acknowledgement due or speed post acknowledgment due or by a reputed and recognized national or international courier service) or by hand delivery (with signed return receipt);

- (ii) Within 72 (seventy-two) hours of posting, if sent by prepaid registered post acknowledgement due or speed post acknowledgment due or by a reputed and recognized national or international courier service only if the notice or letter or communication is addressed to the other Party at the following addresses:

If to HABITECH: Habitech Infrastructure Ltd
Habitech Crystal Mall, Plot No. 9, Knowledge
Park - 3, Greater Noida, UP- 201310

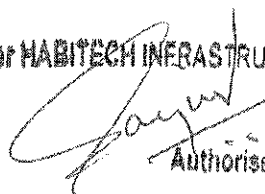
If to the Second Party: CRC Homes Pvt Ltd
Shop 111, Vardhman Mayur Market, C.S.C.
Mayur Vihar Phase-III Kondli Gharholi, Delhi-
110096

- 26.3 If any of the Parties herein changes its address or acquires any new address, telephone, facsimile for notices, communications and letters etc. required by or under this Agreement, the respective Party shall immediately notify, in writing, to the other Party of that change as soon as may be practicable and in any event within 7 (seven) days of such change or acquisition. Written notice required by this Agreement shall be deemed sufficient and adequate, if sent to the last known address of the Parties herein in the manner provided hereinabove.

27. SPECIAL COVENANTS:

- 27.1 That the Parties hereto particularly Habitech and Second Party, have agreed and undertaken to perform their part of this 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 effects to the terms of this Agreement.
- 27.2 The Parties shall endeavour to work with the spirit of co-operation and shall not work towards the detriment of each other's interest or the interest of the Said Project.
- 27.3 By entering into this Agreement, the Parties recognize that it is impractical to provide for every contingency that may arise in the course of the performance hereof. Accordingly, the Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them in accordance with the terms of this Agreement.
- 27.4 From time to time, the Parties shall take all appropriate actions and execute and deliver, or cause to be executed and delivered, such documents, agreements or instruments, which may be reasonably necessary or advisable to carry out any of the provisions of this Agreement.

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CRC Homes Private Limited


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28. **FORCE MAJEURE EVENT:**

28.1 Force Majeure Event shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming Force Majeure ("**Affected Party**") from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and, (iii) has a Material Adverse Effect.

- (a) Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire (to the extent originating from a source external to the Said Project), flood, earthquake, storm, hail storms, landslides, lightning explosions, whirlwind, cyclone, plagues, epidemic, pandemic and exceptionally adverse weather conditions, change of law, affecting the development, construction and Completion of the Said Project on the Said Land;
- (b) Radioactive contamination, ionizing radiation;
- (c) Epidemic, Pandemic, Lockdown, Famine, and any other similar situation covered under Disaster Management Act, 2005 and Epidemic Diseases Act, 1897 [amended by Epidemic Diseases (amendment Ordinance, 2020)] which is beyond the control of parties and make it impossible to start / continue the work for the parties due to lockdown, specific government restriction, any order of court, etc for the period as specified in the order, circular, notification or any other similar nature of documents as issued by the abovesaid authorities.
- (d) An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion;

28.2 The Parties agree that the definition of 'Force Majeure Event' shall include only such events as listed above, and specifically exclude any other event. Neither Party shall be liable for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement in whole or in part, only due to Force Majeure Event.

28.3 If a Party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:

- (a) give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and
- (b) use reasonable efforts to remedy such occurrence as quickly as possible.

For HABITECH INFRASTRUCTURE LTD


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1. ...

2. ...

- 28.4 To the extent required by any such occurrence, performance hereunder by the Party affected shall be suspended during the continuance of any such occurrence (but for no longer period) and this Agreement shall otherwise remain unaffected.

29. **BINDING EFFECT:**

That in pursuance of the due performance of the obligations and the Second Party and HABITECH hereto duly performing and observing all the covenants herein contained, subject to terms contained in this Agreement, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their successors, administrators, liquidators, nominees and assigns etc.

30. **ASSIGNMENT:**

The Parties, under no circumstances shall assign its respective rights and obligations under this Agreement, in whole or in part, to any third party without the prior written consent of the other Party.

Second Party, subject to the terms of this Agreement, agrees that Second Party shall retain the same shareholders, and that Habitech shall forthwith be entitled to terminate this Agreement in the event majority shareholders and/or control of the Second Party are varied without the prior written consent of Habitech. Habitech shall communicate its assent or dissent within 30 days.

Second Party agrees that assignment and/or subcontracting under this Agreement shall not absolve Second Party of any of its obligations under this Agreement, and that Second Party shall be fully liable and responsible to ensure performance of its obligations under this Agreement.

31. **CONFIDENTIALITY:**

- 31.1 The Parties agree and undertake that they shall treat and keep secret all confidential information which has already been disclosed to it or which may be disclosed to it hereafter pursuant to this Agreement.

- 31.2 Subject to what has been stated hereinabove in this Agreement, the Parties hereby agree to hold, and to cause their respective employees, agents, attorneys, solicitors, officers and representatives and also the class of the Persons which each of them represent in terms of the authority conferred upon them and/or its affiliates, directors, officers, employees, representatives and agents to hold, in strictest confidence any and all of the confidential data, Plans, proposals, or other material or any other information related to the transaction as contemplated between HABITECH and the Second Party, not in the public domain concerning or utilized by the Second Party and not to disclose any such information to any Third Party, except as reasonably may be required in the fulfilment of this Agreement or subject to prior written notice to HABITECH, in connection with the financing agreements or obtaining loans or

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CRC Homes Private Limited


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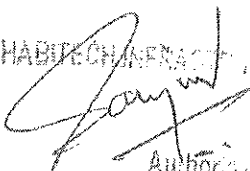
other credit under the Financing Agreements. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure (i) of information that is in or enters the public domain other than by reason of a breach, by the Person receiving such information; or (ii) of information that was legally in the possession of the receiving Person prior to its disclosure to such Person; or (iii) required by law, regulation, legal process, or order of any court or governmental body having jurisdiction. Each Party shall be responsible for any breach of this Article by its respective employees, agents, attorneys, solicitors, officers and representatives and also the class of the Persons which each of them represent in terms of the authority conferred upon them and/or its affiliates, directors, officers, employees, representatives and agents.

- 31.3 The disclosure by either party of the terms of this Agreement to any Government body or any other person shall be in the manner as mutually agreed upon by the Parties.

32. MISCELLANEOUS:

- 32.1 AMENDMENTS, ALTERATIONS AND MODIFICATIONS: This Agreement may be changed, amended, altered or modified only by an instrument in writing, signed by each Party or by the duly authorized representative of each of the Parties, which shall be annexed to this Agreement and shall form part and parcel of this Agreement. No change or modification of this Agreement shall be valid, binding or enforceable unless the same shall be in writing and signed by all the Parties hereto.
- 32.2 SEVERABILITY: That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law or is found to be contrary to applicable law by any applicable court or governmental authority, such provisions shall be modified to the extent necessary to comply with the statutory requirements while retaining as much as possible of the original intent of the Parties or if not capable of being modified, shall be deemed to be amended in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to Applicable Laws or if not capable of being deemed to be so amended, shall be deleted and severed from this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
- 32.3 If any provision of this Agreement or the application thereof to any Person or circumstance shall be or become invalid or unenforceable to any extent or ineffective for reasons beyond the control of the Parties, the remainder of this Agreement and application of such provision to the Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable or ineffective provision of this Agreement shall be replaced with a provision, which is valid and enforceable and effective and most nearly reflects the original intent of the invalid or unenforceable or ineffective provision and has the same commercial effect as the invalid or unenforceable or ineffective provision.

For HABITECHNERACT, LTD.


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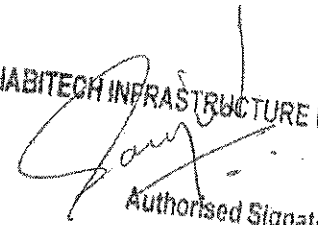


32.4 EXERCISE OF RIGHTS & AVAILMENT OF REMEDIES:

- (i) Subject to terms contained in this Agreement, the Parties hereto agree that in addition to any remedy that either Party may be entitled to at law or in equity, it may opt for claiming equitable relief, including specific performance and injunctive relief, and shall be entitled to an injunction or injunctions without the posting of a bond to prevent actual or threatened breaches of or defaults under this Agreement and/or to enforce specifically the terms and provisions of this Agreement.
- (ii) Subject to the terms contained in this Agreement each right, power and remedy provided for herein or hereafter existing by law or otherwise shall be cumulative and shall also be in addition to and without prejudice to all other rights, powers and remedies available to that Party in law or equity, and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies. No exercise or failure to exercise or delay in exercising such right, power or remedy by either Party shall constitute an automatic waiver by that Party of any such other right, power or remedy.
- (iii) Either Party may release or compromise the liability hereunder of the other Party or grant to that Party time or other indulgence without affecting the liability of that Party or the right of the Party granting such time or indulgence.

32.5 WAIVER:

- (i) Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such Party. A waiver on occasion will not be deemed to be waiver of the same or any breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation of the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that it may otherwise have, in law or in equity. However, the waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- (ii) No forbearance, indulgence or relaxation or inaction by any Party hereto at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver or acquiescence by any Party hereto of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this

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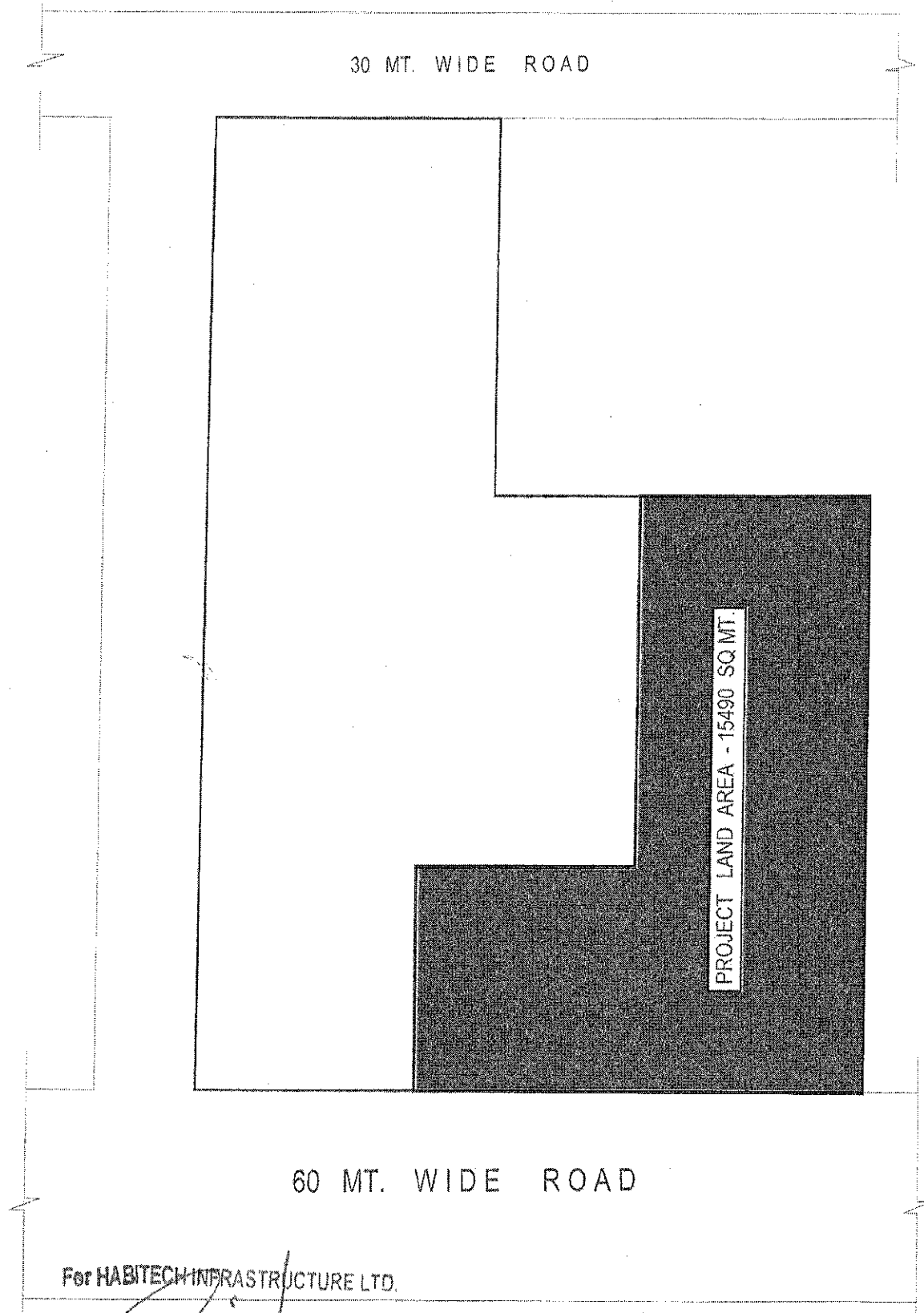
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ANNEXURE - I



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CRC Homes Private Limited
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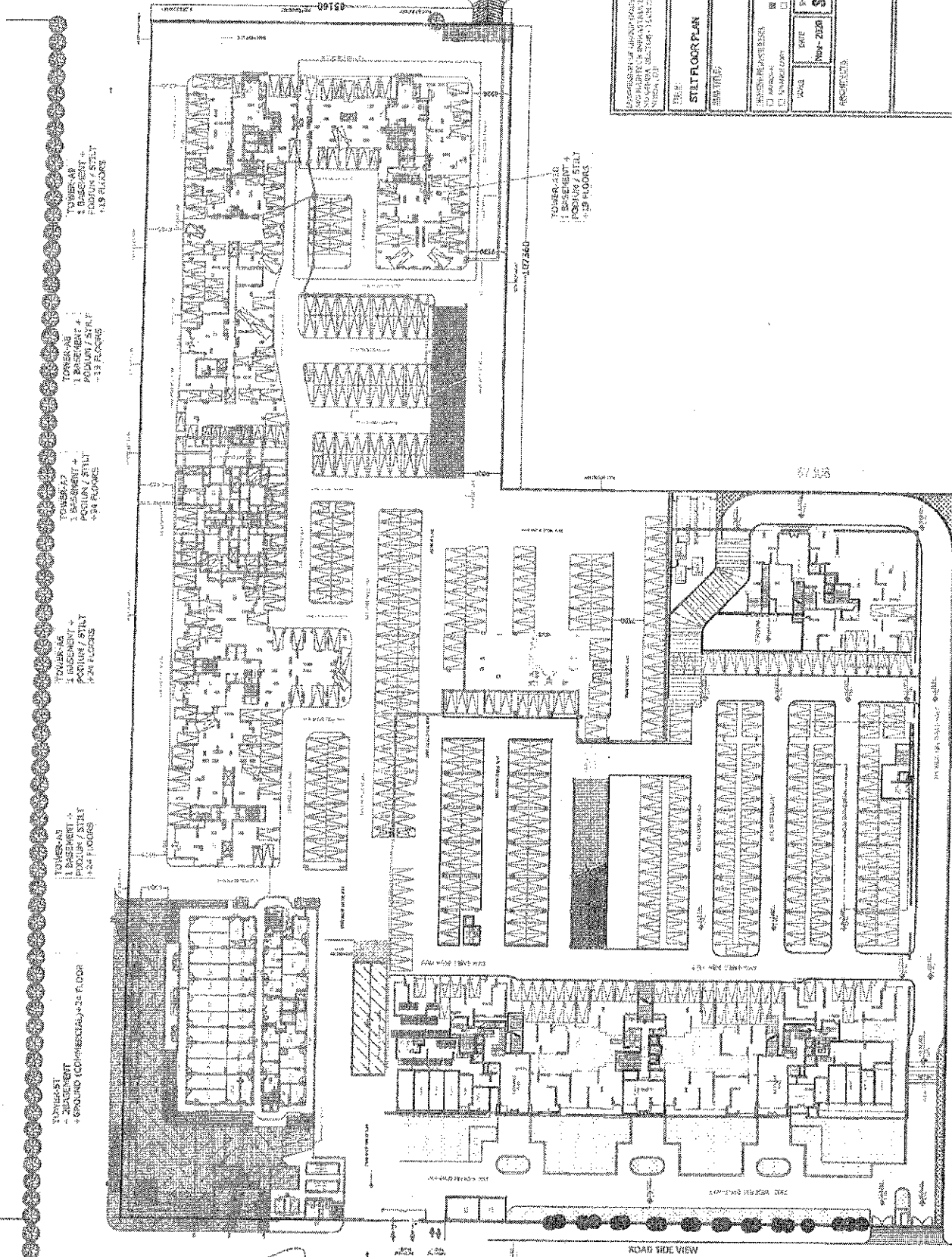
46(A)

PLOT NO GH-08 A SECTOR TECHZONE -IV, GREATER NOIDA, U.P.

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TOTAL LAND AREA - 42006 SQ MT

 PROJECT LAND AREA - 15490 SQ MT





TOWER-A8
1 BASEMENT +
PODIUM / STAIR
+19 FLOORS

TOWER-A7
1 BASEMENT +
PODIUM / STAIR
+24 FLOORS

TOWER-A6
1 BASEMENT +
PODIUM / STAIR
+24 FLOORS

TOWER-A5
1 BASEMENT +
PODIUM / STAIR
+24 FLOORS

TOWER-A4
1 BASEMENT +
PODIUM / STAIR
+24 FLOORS

TOWER-A3
1 BASEMENT +
PODIUM / STAIR
+24 FLOORS

TOWER-A2
1 BASEMENT +
PODIUM / STAIR
+24 FLOORS

PROJECT: HABITECH INFRASTRUCTURE LTD. NO. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000		SHEET: 3-03 DATE: NOV-2020 DRAWN: [Signature] CHECKED: [Signature] APPROVED: [Signature]
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For HABITECH INFRASTRUCTURE LTD.

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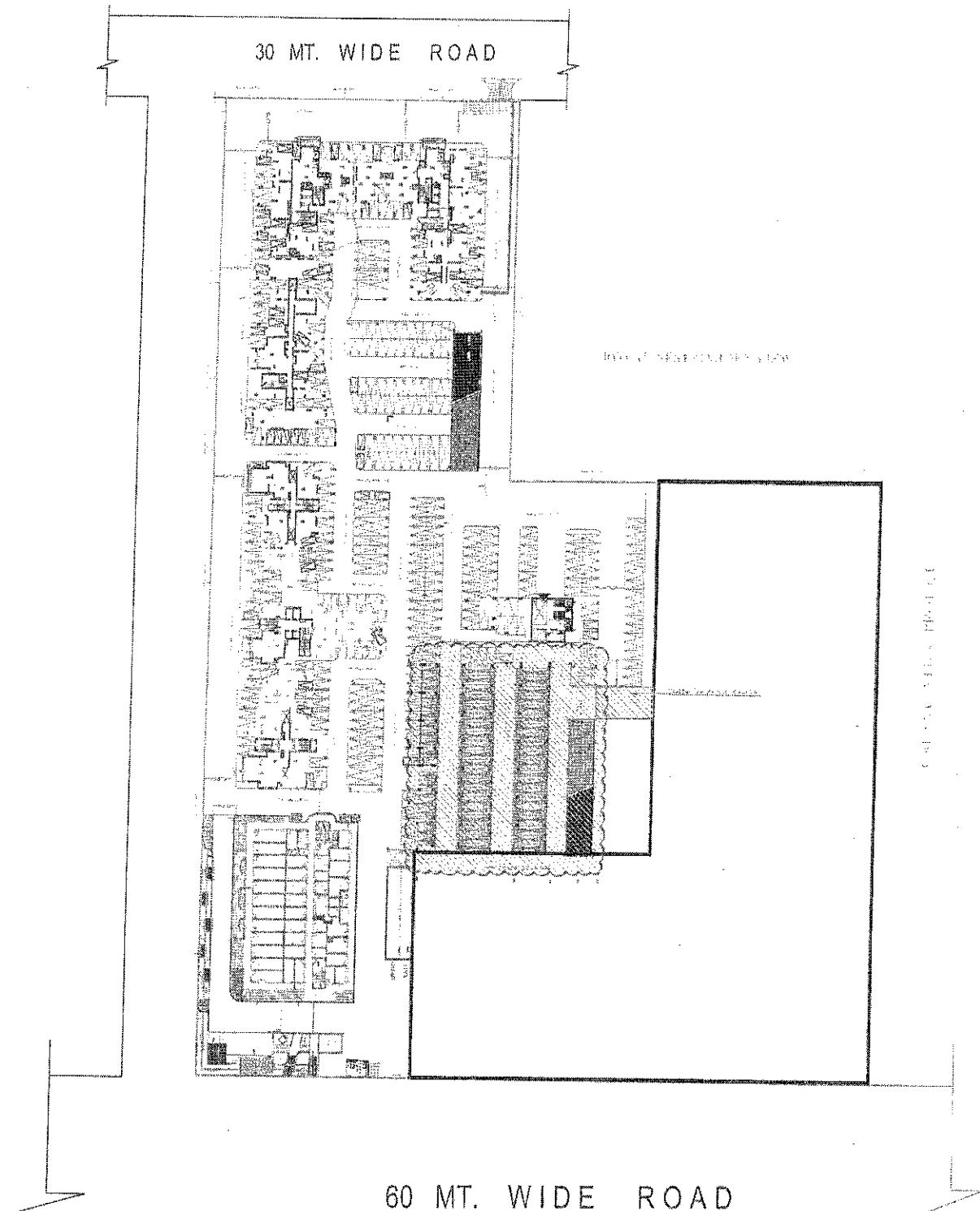


सदर अतिशय आभार प्रकट करता हूँ।

आपका विश्वसनीय मित्र

ANNEXURE - III

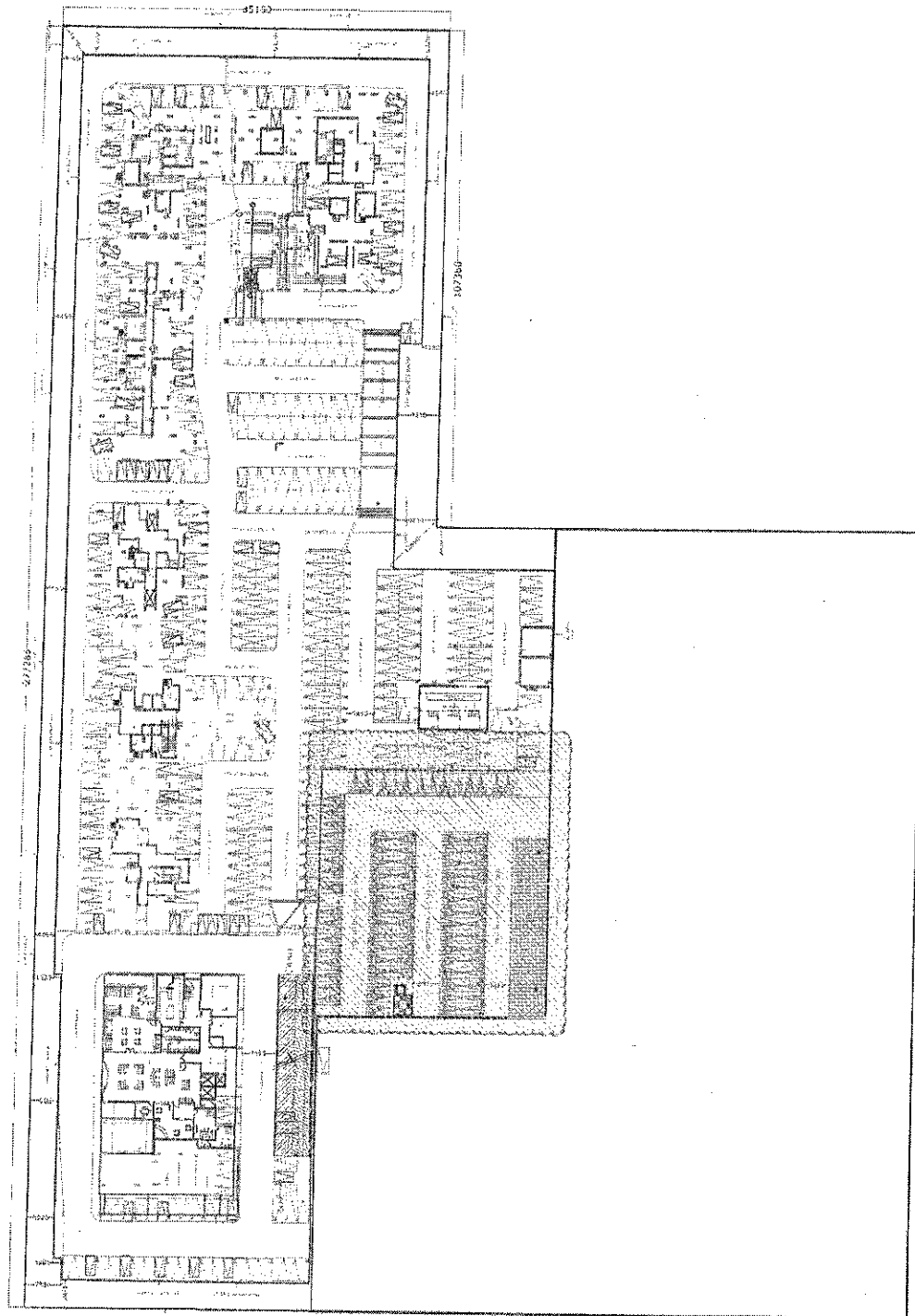
(STILT FLOOR LVL)





ANNEXURE - III

(LOWER BASEMENT FLOOR LVL)



For HABITECH INFRASTRUCTURE LTD.

Authorised Signatory

CRC Homes Private Limited

Authorised Signatory

PLOT NO GH-08 A SECTOR TECHZONE - IV, GREATER NOIDA, U.P.

46(D)

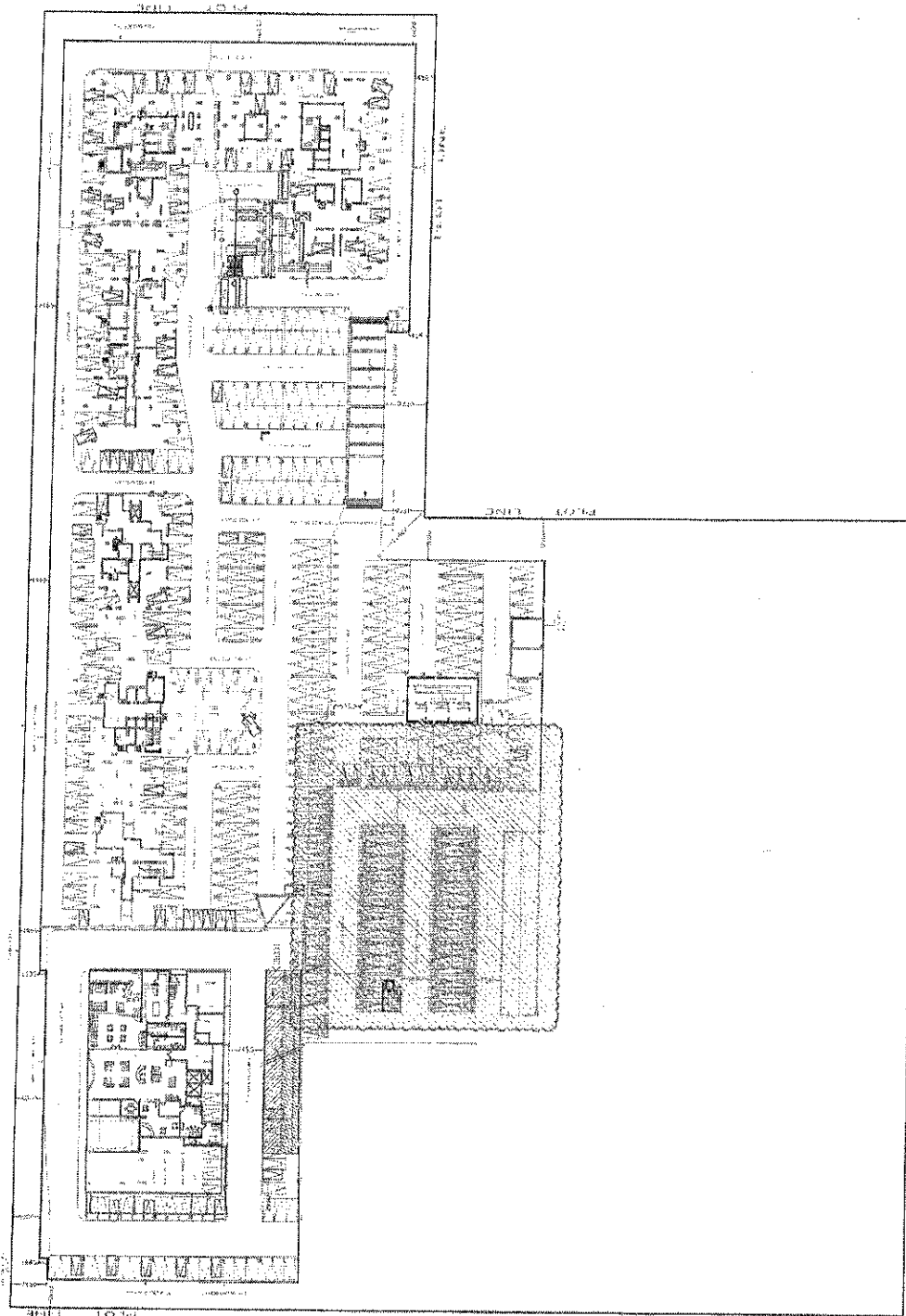


PARTIALLY CONSTRUCTED CAR PARKING SPACE



ANNEXURE - III

(UPPER BASEMENT FLOOR LVL)



For HABITECH INFRASTRUCTURE LTD.

[Signature]
Authorised Signatory

CRC Homes Private Limited

[Signature]
Authorised Signatory

PLOT NO GH-08 A SECTOR TECHZONE -IV, GREATER NOIDA, U.P.

46(E)



PARTIALLY CONSTRUCTED CAR PARKING SPACE



CONSTRUCTION SCHEDULE

Time (months)	Construction Completed
18	Casting of 2 Towers Basement Slab
24	Casting of 2 Towers Basement and total 20 floor slabs in any tower
30	Casting of 2 Towers Basement and total 40 floor slabs in any tower
36	Casting of 3 Towers Basement and total 55 floor slabs in any tower
42	Casting of 4 Towers Basement and total 70 floor slabs in any tower
48	Casting of 4 Towers Basement and total 100 floor slabs in any tower
54	Completion of internal finishing work and Non Tower work

Note:

Above Time period starts from the date of Sanction of the layouts of the Project Land

2

Above schedule is subject to force majeure and in case of non compliance, grace of 6 months will be provided

FOR HABITECH INFRASTRUCTURE LTD.

 Authorised Signatory

CRC Homes Private Limited

 Authorised Signatory



Agreement, or acquiescence to or recognition of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

- (iii) 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.

32.6 PRINCIPAL TO PRINCIPAL BASIS:

This Agreement is not and shall not however, be deemed to either create any partnership or similar relationship amongst the Parties hereto and the relationship amongst the Parties is on a principal to principal basis and at an arm's length and the same shall never be deemed to constitute one as the agent of the other except to the extent specifically recorded herein. Nothing contained herein shall confer, on any Party, the authority to incur any obligation or liability on behalf of the other Party or bind the other.

32.7 NO ACTS TO JEOPARDIZE THE AGREEMENT:

Subject to terms contained in this Agreement, the Parties shall not to do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized.

32.8 NO ACTS TO INVALIDATE THE AGREEMENT:

Subject to the terms contained in this Agreement, the Parties shall not do any act, deed, matter or thing whereby or by means whereof the license and/or approval granted by any authority for the development of the Said Project Land is or may be or likely to be cancelled, terminated or otherwise made invalid and inoperative.

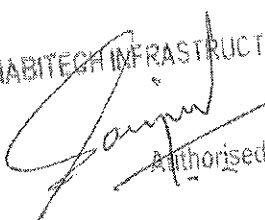
32.9 PERFORMANCE OF ALL ACTS FOR COMPLIANCE WITH LAWS:

Subject to the terms contained in this Agreement, the Parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable State or Central laws or terms of license, permission, sanctions, approvals etc. for the development of the Said Project Land.

32.10 STAMP DUTY AND REGISTRATION COST:

This Agreement shall be registered within 90 days from the execution of this Agreement. The Stamp duty and registration charges, if required, in respect of this Agreement and respective Power of Attorney, shall be borne by the Habitech and Second party in following ratio i.e. [REDACTED] as set out in this Agreement. That the payment of the Habitech Share shall be managed as per the Clause 9.1.3 of this Agreement.

For HABITECH INFRASTRUCTURE LTD.


Authorised Signatory

CRC Homes Private Limited


Authorised Signatory



Wavelength: 240 nm, A₂

- a) That this Agreement, being a compulsorily registration documents within the meaning of Section 17 of the Indian Registration Act, shall be presented before the concerned Sub-Registrar for registration after paying the applicable stamp duty and registration charges. The registration formalities shall be completed within a period of 90 days from the date execution of this Agreement. However, if any of the party do not co-operate to get the present Agreement registered, then the other party may take the appropriate action under the Law to get its registered and enforce the Rights therein.

32.11 **TAX LIABILITY**

The Parties shall be responsible and liable for their own Tax and/or other statutory liabilities save and except agreed otherwise in this Agreement. It is agreed between the Parties that the Developer shall opt for compounding scheme for discharging its GST liability in relation to the said Project. Payment of any interest by Habitech to the Developer under this Agreement shall be subject to applicable tax withholding under Income Tax Law.

- 32.12 That by signing the present Agreement the parties hereby revoke/ cancel all previous understanding/ Agreements/ Term Sheet on the present Subject matter and the present Agreement shall supersede all previous understanding/ Agreement. It is made clear that this Agreement shall prevail over the earlier Development Agreement dated 12th November 2020 executed between the Parties.

- 32.13 The Parties represent that they have read the whole of this Agreement consisting of 32 Articles, I, II, III, IV Annexures herein and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses

WITNESSES:

1. 
VIPIN SAHNI
259, Sect 15A
NOIDA

For and on behalf of FIRST PARTY
For HABITECH INFRASTRUCTURE LTD.


M/s. HABITECH INFRASTRUCTURE LTD
Authorised Signatory

2. 
S.K. GARG
293 Sect 15A
NOIDA
5.8.22

For and on behalf of SECOND PARTY
CRC Homes Private Limited


M/s. CRC HOMES PVT. LTD.
Authorised Signatory

आवेदन सं०: 202200742046542

बही संख्या 1 जिल्द संख्या 21943 के पृष्ठ 85 से 192 तक क्रमांक
35420 पर दिनांक 13/10/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी० के० अस्थाना
उप निबंधक : दादरी
गौतम बुद्ध नगर
13/10/2022



DRG Home Private Limited

Digitized by eGangotri