

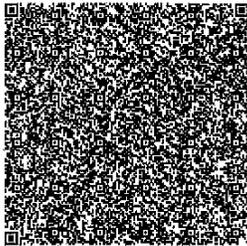


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp

Certificate No.	: IN-UP05448468034645Q
Certificate Issued Date	: 20-Dec-2018 04:20 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0106509555851890Q
Purchased by	: HOMEKRAFT INFRA PRIVATE LIMITED
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PLOT NO.SC-02, J AND K, SECTOR-150,NOIDA,U.P.
Consideration Price (Rs.)	:
First Party	: FEST HOMES DEVELOPERS PRIVATE LIMITED
Second Party	: HOMEKRAFT INFRA PRIVATE LIMITED
Stamp Duty Paid By	: HOMEKRAFT INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 14,00,00,000 (Fourteen Crore only)



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For HOMEKRAFT INFRA PVT. LTD.

*[Signature]*  
Authorised Signatory

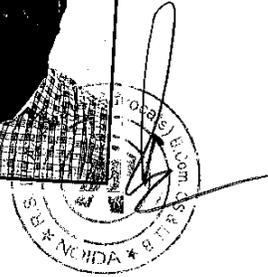
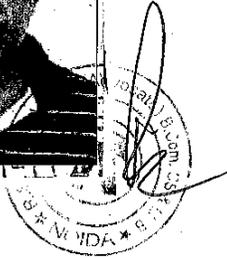


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### Statutory Alert:

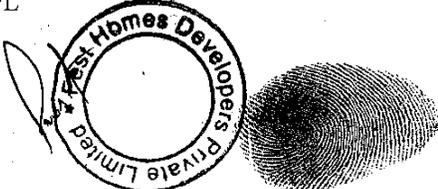
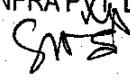
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.





### DEVELOPMENT AGREEMENT

In respect of Plot No. SC-02/J&K, Sector-150, Noida, Uttar Pradesh-201301  
 Plot Size: 72,000 Sq. Meters  
Valuation as per Circle Rate List Dated-01.08.2018  
 Bifurcation of Usage and Circle Rate Value:  
 Group Hosing: 21,420 Sq. Meters X Rs. 58,000/- per Sq. Meters = Rs. 124,23,60,000/-  
 (On Page no. 23)  
 Commercial: 180 Sq. Meters X Rs. 2,50,000/- per Sq. Meters = Rs. 4,50,00,000/-  
 (On Page no. 41)  
 Compulsorily Open Area for Green Land/ Recreational use: 50,400 Sq. Meters X Rs.  
 30,000/- per Sq. Meters= Rs. 151,20,00,000/-  
 (Point no. 9 at Page no. 64)  
 Circle Rate Value (1+2+3): Rs. 279,93,60,000/-  
 Stamp Duty Paid: Rs. 14,00,00,000/-

FHDPL 	Developer For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory
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This **DEVELOPMENT AGREEMENT** ("Agreement") is made and executed at Noida this 22<sup>nd</sup> day of December, 2018

**BETWEEN**

**Fest Homes Developers Private Limited** (CIN: U70109UP2016PTC082738 and PAN: AACCF8013H), a company registered under the Companies Act, 2013, having its registered office at 7<sup>th</sup> Floor, Tower B, Plot No. 8, Sector 127, Noida – 201301, acting through its Director, Mr. Punit Kumar Sinha S/o Late A. K. Sinha R/o 247B, Pocket-I, Mayur Vihar, Phase-1, Delhi-110091 (DL No.: DL0720100067113), duly authorized *vide* its board resolution dated December 19, 2018 (hereinafter referred to as the "**FHDPL**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **FIRST PART**;

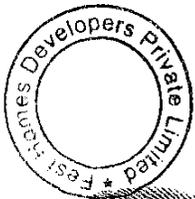
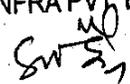
**AND**

**Homekraft Infra Private Limited** (CIN: U70200DL2017PTC314287 and PAN: AAECH1147A), a company registered under the provisions of the Companies Act, 1956 and promoted by the promoter of ATS Group, having its registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 and its corporate office at ATS Tower, Plot No. 16, Sector 135, Noida 201301, acting through its Authorised Signatory, Mr. Syed Jafar Raza S/o Sh. S. M. Hasnain R/o Flat No. 25, Ground Floor, Block C, Gaur Global Village, Ghaziabad, Crossing Republik, Uttar Pradesh (Aadhar No.: 614106786087), duly authorized *vide* its board resolution dated December 18, 2018 (hereinafter referred to as the "**Developer**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **SECOND PART**;

('FHDPL' and the 'Developer' are hereinafter individually referred to as the "Party" and collectively as the "Parties").

**WHEREAS FHDPL HAS REPRESENTED TO THE DEVELOPER THAT:**

- A. The New Okhla Industrial Development Authority ("**NOIDA**") had through a sealed two bid tender system (the "**Brochure**") invited bids for the allotment of sport city plot no. SC-02, Sector 150, Noida admeasuring 12,00,000/- square meters (the "**Sports City Plot**").
- B. Under the said scheme, the Sports City Plot (including Subject Plot) was permitted to be allotted in favour of a consortium. Lotus Green Construction Private Limited ("**LGCPL**"), Three C Infrastructure Private Limited, Three C Infra Square Private Limited, Three C Buildcon Private Limited, Elate Realtors Private Limited, Allure Developers Private Limited and Crest Promoters Private Limited formulated a consortium ("**LGCPL Consortium**") for allotment of Sports City Plot vide

FHDPL  	Developer  For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory
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विक्रय अनुबंध विलेख (कब्जा)

प्रतिफल- 2799360000 स्टाम्प शुल्क- 140000000 बाजारी मूल्य - 2799360000 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 260 योग : 20260

श्री होमक्राफ्ट इन्फ्रा प्राइवेट लिमिटेड द्वारा  
सैयद ज़फर रज़ा अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री एस.एम. हसनैन  
व्यवसाय : अन्य

निवासी: फ्लैट न. 25, ग्राउंड फ्लोर, ब्लाक सी, गौर ग्लोबल विलेज, गाजियाबाद,  
क्रासिंग रिपब्लिक, उत्तर प्रदेश.

*Sw*



श्री, होमक्राफ्ट इन्फ्रा प्राइवेट लिमिटेड द्वारा

सैयद ज़फर रज़ा अधिकृत  
पदाधिकारी/ प्रतिनिधि

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22/12/2018 एवं 05:09:05 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Sw*  
वीरसेन .

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

22/12/2018

*Rath*  
रंजू माथुर

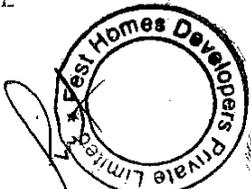
कनिष्ठ सहायक (निबंधन) - नियमित



प्रिंट करें

Memorandum of Agreement dated 20<sup>th</sup> June, 2014 (“MOA”) which detailed the rights, obligations, shareholding and working relationship of the consortium members. As per the sports city scheme the permissible land use is Residential Group Housing is 29.5%, Commercial is 0.5% and Green land and Recreational Green is 70%.

- C. LGCPL Consortium was the successful bidder and NOIDA vide its letter bearing no. NOIDA/Commercial/Sports City/2014/1131 dated July 7, 2014 (“Acceptance Letter”) accepted to allot the Sports City Plot in favour of LGCPL Consortium, subject to compliance of conditions contained therein.
- D. NOIDA vide allotment-cum-reservation letter no. NOIDA/Commercial/Sports City/2014/1498 dated September 10, 2014, NOIDA/Commercial/Sports City/2014/1703 dated October 17, 2014, NOIDA/Commercial/Sports City/2015/502 dated March 16, 2015 and NOIDA/Commercial/Sports City/2015/684 dated April 16, 2015 (collectively “Allotment Letters”) allotted the Sports City Plot in favour of LGCPL Consortium. Under the Allotment Letters, an area admeasuring approximately 11,98,370.92/- square meters have been allotted to LGCPL Consortium.
- E. LGCPL had vide letters dated 4<sup>th</sup> November 2015, requested NOIDA to sub-divide the Sports City Plot into plots SC-02/J and SC-02/K. Further, it was requested to execute the lease deeds for the Subject Plot in favour of LGCPL and grant possession of the same to LGCPL. In furtherance to the said letter, an area measuring 72,000/- square meters out of the Sports City Plot was sub divided into plots SC-02/J & K (together admeasuring 72,000 square meters) and the said plots were demised in favour of LGCPL by and under a lease deed dated November 20, 2015 which were registered in the office of the Sub- Registrar- II, vide Book No. 1 Volume No. 6993 Page No. 153 to 186 as Document No. 7360 dated 20<sup>th</sup> November, 2015 for a period of 90 years commencing from November 20, 2015, (“Lease Deed”). The plots SC-02/J and SC-02/K (together admeasuring 72,000 square meters) situated in Sector 150, Noida forming part of the Sports City Plot are hereinafter together referred to as the “Subject Plot” and are more particularly described in **Schedule I** and demarcated in red colour in the plan attached as **Schedule II**.
- F. Subsequent to the Lease Deed, Noida had vide its letter dated 6th June, 2016 bearing reference number Noida/Commercial/2016/471 had permitted for sub-lease of Subject Plot in favour of FHDPL by execution of a sub-lease deed. LGCPL (original Lessee of Subject Plot) has sub-leased the Subject Plot in favour of FHDPL vide Sub-lease deed dated 15th June, 2016 executed between LGCPL and FHDPL and registered with jurisdictional Sub-Registrar as document number 6344 on 17<sup>th</sup> June, 2016 (“Sub-Lease Deed”).

FHDPL  	Developer  For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory 
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निष्पादन लेखपत्र बाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त  
विक्रेता: 1

श्री फेस्ट होम्स डेवलपर प्राइवेट लिमिटेड के द्वारा पुनीत  
कुमार सिन्हा , पुत्र श्री ए०के० सिन्हा

निवासी: 247बी, पॉकेट-1, मयूर विहार फेस-1, दिल्ली.

व्यवसाय: अन्य

क्रेता: 1



श्री होमक्राफ्ट इन्फ्रा प्राइवेट लिमिटेड के द्वारा सैयद जफर  
रजा, पुत्र श्री एस.एम. हसनैन

निवासी: फ्लैट न. 25, ग्राउंड फ्लोर, ब्लाक सी, गौर  
ग्लोबल विलेज, गाजियाबाद, क्रॉसिंग रिपब्लिक, उत्तर  
प्रदेश.

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता : 1



श्री विजय कुमार , पुत्र श्री श्री निवास

निवासी: विलेज नंगला आम, जलेसर रोड, हाथरस, उत्तर  
प्रदेश.

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री बोबी शर्मा , पुत्र श्री मांगे राम शर्मा

निवासी: इलाहबास, दादरी, सेक्टर-86, फेस-2, नोएडा,  
उत्तर प्रदेश.

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन .

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

Rath

रंजू माथुर .

कनिष्ठ सहायक (निबंधन) - नियमित

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



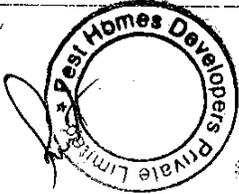
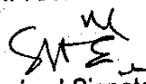
- G. The Brochure, Allotment Letter; the Lease Deed and the Sub-Lease Deed provide for the development of residential, commercial and recreational components on the Sports City Plot in accordance with Master Plan (as defined hereinafter). The master plan of the Sports City Plot has been sanctioned by NOIDA vide letter dated 17<sup>th</sup> January 2017 ("Master Plan") which is attached to this Agreement as **Schedule II**. In accordance with the Master Plan, FHDPL is entitled to develop the components as described under the Master Plan on the Subject Plot. Further, the FAR, density and other facilities (including sports facilities and sector level facilities) permissible on the Subject Plot are as per the approved Master Plan.
- H. FHDPL is seized and possessed of or otherwise well and sufficiently entitled to and having the absolute and exclusive right thereof, and is in the exclusive physical possession, use, occupation and enjoyment of Subject Plot.
- I. FHDPL is the owner of the Subject Plot, with possessory rights and entitlements as per the Sub-Lease Deed. No other person has any right, title or entitlement on the Subject Plot in any manner whatsoever. FHDPL is in legal, peaceful, vacant and unhindered possession of the Subject Plot.

AND WHEREAS FHDPL has agreed to grant and transfer the exclusive Development Rights (as defined herein) to the Developer on the entire Subject Plot, and the Developer has accepted such grant of Development Rights from FHDPL on the terms and conditions appearing hereinafter in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

#### ARTICLE I DEFINITIONS, INTERPRETATION AND PURPOSE

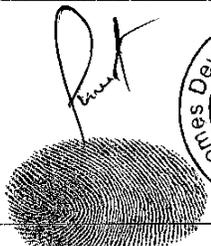
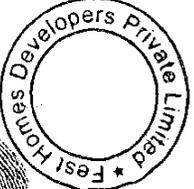
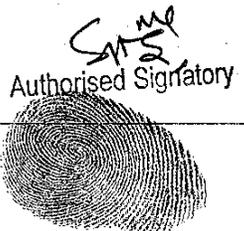
- 1.1 **Definitions** - In this Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meanings:
- (i) "Agreement" shall mean this agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
  - (ii) "Applicable Law" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;

<p>FHDPL</p>  	<p>Developer</p> <p style="text-align: center;">For HOMEKRAFT INFRA PVT. LTD.</p>  <p style="text-align: center;">Authorised Signatory</p>
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प्रिंट करे

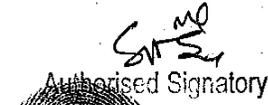


- (iii) **“Approvals”** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval (if applicable) of the Ministry of Environment and Forests, National Monument Authority, NOIDA, Archaeological Survey of India (ASI), registration under the Real Estate Regulatory Act or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);
- (iv) **“Brochure”** shall have the meaning ascribed to it in Recital A.
- (v) **“Development Rights”** shall refer to the entire development rights on the Subject Plot and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- (a) enter upon and take sole possession and control of the Subject Plot and every part thereof;
  - (b) plan, conceptualize, design and execute the Project in accordance with Applicable Law;
  - (c) exercise full, free, uninterrupted, exclusive and Marketing, allotment, leasing, licensing or sale rights in respect of the entire Saleable Area in the Project including the built-up apartments / units and car parking spaces on the Subject Plot by way of sale, allotment, lease or license or any other recognized manner of transfer, have the sole authority to determine and control pricing of the Saleable Area and car parking spaces to be developed on the Subject Plot and enter into agreements with prospective purchasers / lessees on such terms and conditions as it deems fit and on such Marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of purchasers / lessees; hand over ownership, possession, use or occupation of the Saleable Area, car parking spaces and wherever required proportionate undivided interest in the land underneath i.e. the Subject Plot;

<p>FHDPL</p>  	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p>  <p>Authorised Signatory</p>
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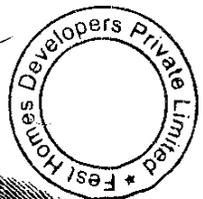
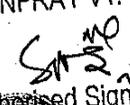


- (d) carry out the construction / development of the Project and remain in sole possession, control of peaceful enjoyment of the Subject Plot or any part thereof until the completion of development of the Project and Marketing, leasing or sale of the Saleable Area and car parking spaces to be developed on the Subject Plot and every part thereof;
- (e) do all such acts, deeds and things that may be required for the development of the Project and for compliance in terms in this Agreement and the same shall be in strict compliance of this Agreement;
- (f) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers or other persons to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons;
- (g) make payment and / or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Subject Plot paid by the Developer, in the manner the Developer may deem fit;
- (h) make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Subject Plot and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;
- (i) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Law, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Subject Plot;

<p>FHDPL</p>  	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p>  <p>Authorised Signatory</p> 
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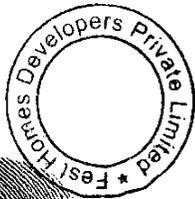
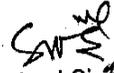
- (j) sell, allot, lease, license or otherwise dispose off or alienate the Saleable Area and car parking spaces in terms of this Agreement;
- (k) create mortgage on the Subject Plot or any part thereof to raise construction finance for this Project or otherwise and to call upon FHDPL to execute all documents, mortgage deeds, no objection certificates, declaration, affidavits, etc. as may be required by the lender to record or create such mortgage;
- (l) manage/maintain the Project/Subject Plot and the property and facilities/common areas constructed upon the Subject Plot and/or to transfer/assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
- (m) launch the Project and issue advertisements in such mode as may be deemed fit by the Developer and announce the development of the Project and invite prospective purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area and car parking spaces;
- (n) to handover operation, management, administration and maintenance of the Project to the association of apartment owners formulated under the Apartment Ownership Act or the maintenance agency of the Project, as the case may, as per then Applicable Law;
- (o) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the Marketing, leasing, licensing or sale of the premises to be constructed on the Subject Plot as envisaged herein;
- (p) set up, install and make provision for the various facilities / services at the Project as may be required under the Applicable Laws and/or rules made there under;
- (q) to apply for and obtain any and all Approvals that may be required to be obtained from the relevant government authority for the development, construction, Marketing or sale of the Units in the Project or any part thereof, and to do all acts, deeds and things in this regard including to sign and file all applications, forms, deeds, undertaking etc. and deposit all fees and charges, and
- (r) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of

<p>FHDPL</p>   	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p>  <p>Authorised Signatory</p> 
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the Developer, as per the lay out plan and Applicable Law and to file and register all requisite deeds and documents under the apartment ownership act;

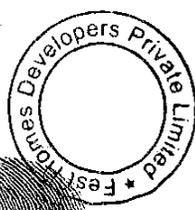
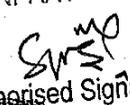
- (s) generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement.
- (vi) **“Development Potential”** shall mean and refer to a FAR of 1,95,219.39 square meters along with density of 1966 and Green FAR (if available);
- (vii) **“Effective Date”** shall mean the date of registration of this Agreement;
- (viii) **“Encumbrances”** shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, default or notice / claim by any Government Authority of Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the Approvals, whatsoever, including receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- (ix) **“FHDPL’s Consideration”** shall have the meaning ascribed to it in Article 5.1 herein;
- (x) **“Force Majeure”** shall mean and include acts of God, fire, explosion, vandalism, storm or other similar catastrophes, or of any civil or military authority, national emergencies, insurrections, riots, wars, or strikes, lock-outs, orders passed by Government and other authorities, courts, tribunals which suspends/stops the development of the Project (not caused by or resulting from any act of omission or commission by any Party) ; any change in law adversely affecting the development of the Project; or the occurrence

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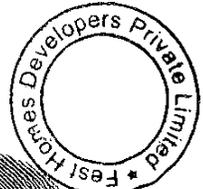
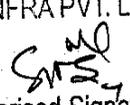
of any event or unforeseen circumstance (beyond the control of either Party and not caused by or resulting from any act of omission or commission by any Party) effecting the development of the Project .

- (xi) **“Governmental Authority”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or Noida Industrial Development Authority or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- (xii) **“GPA”** shall have the meaning ascribed to it in Article 3.4 of this Agreement;
- (xiii) **“Gross Sales Revenue”** shall mean and include such component of consideration that is charged/collected by the Developer from the Saleable Area Allottees except Pass Through Charges.
- (xiv) **“Land Cost”** shall have the meaning ascribed to it in Article 3.6.1 herein;
- (xv) **“LGCPL”** shall mean and refer to Lotus Green Construction Private Limited;
- (xvi) **“LGCPL Consortium”** shall have the meaning ascribed to it in Recital B;
- (xvii) **“Lease Deed”** shall have the meaning ascribed to it in Recital E;
- (xviii) **“Litigation”** includes all suits, civil and criminal actions, arbitration proceedings, and all legal proceedings (including any investigation, claim, complaint, grievance, appeals and applications for review), which are pending in respect of the title of the Subject Plot and/or the possession of FHDPL of the Subject Plot which affects the Project;
- (xix) **“Marketing”** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale / lease / transfer of the Units/ Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the Units/ Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- (xx) **“Master Plan”** shall have the meaning ascribed to it in Recital G;

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- (xxi) “**MoA**” shall have the meaning ascribed to it in Recital B;
- (xxii) “**NOIDA**” shall mean and refer to the New Okhla Industrial Development Authority;
- (xxiii) “**Pass Through Charges**” shall refer to all statutory charges, fees and expenses and other charges, such as lease rent, society / association formation charges, legal expenses, external electrification charges, fire-fighting charges, payments / contributions received from the customers towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, Goods & Services Tax, VAT, any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected / recovered from the customers in relation to the Units/ Saleable Area as a contribution from the customers and for onward transfer / deposit to the concerned Government Authority or association (if any) of the apartment owners or with the maintenance agency of the Project, as the case may be;
- (xxiv) “**Project**” shall mean the development of a residential project on the Subject Plot by utilizing the Development Potential available on the Subject Plot or any enhancement to the same under Applicable law;
- (xxv) “**Project Finance**” shall mean any fund or loan or funding obtained from any financial institution or bank for construction or development or Marketing or brokerage or Land Cost or any other costs related to the Project;
- (xxvi) “**RERA**” shall mean and refer to the Real Estate (Regulation and Development) Act, 2016 and the rules, notifications, circulars formulate under the same from time to time;
- (xxvii) “**Refundable Deposit**” shall have the meaning ascribed to it under Article 7.1
- (xxviii) “**Saleable Area**” shall mean and refer to such portions of the Project and all construction / development in the Project including the residential area, other amenities etc. that are available for sale in the open market to prospective buyers as per the Applicable Laws;
- (xxix) “**Saleable Area Allottees**” shall mean and refer to the customers / purchasers to whom the Saleable Area in the Project are allotted / sold / transferred / leased against consideration as decided by the Developer;
- (xxx) “**Sports City Plot**” shall have the meaning ascribed to it in Recital A;
- (xxx1) “**Sub-Lease Deed**” shall have the meaning ascribed to it in Recital F;

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(xxxii) "Unit" shall mean residential units and / or any other construction / development which can be sold/allotted to allottees for consideration in the Project;

1.2 **Interpretation** - In this Agreement, unless the contrary intention appears:

1.2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

1.2.2 any reference to the singular shall include the plural and vice-versa;

1.2.3 any references to the masculine, the feminine and the neuter shall include each other;

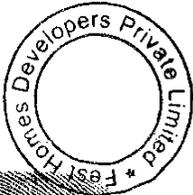
1.2.4 any references to a "company" shall include a reference to a body corporate;

1.2.5 any reference herein to any Article or Schedule or Annexure is to such Article or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;

1.2.6 references to this Agreement or any other Agreement shall be construed as references to this Agreement or that other Agreement as amended, varied, novated, supplemented or replaced from time to time;

1.2.7 the expression "this Article" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;

1.2.8 each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article or any part thereof;

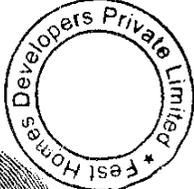
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- 1.2.9 any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.10 headings to Articles, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.11 "in writing" includes any communication made by letter, fax or e-mail;
- 1.2.12 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.13 references to a person (or to a word importing a person) shall be construed so as to include:
  - (i) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
  - (ii) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 1.2.14 where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- 1.2.15 all the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

**1.3 Purpose**

- 1.3.1 This Agreement is to set forth the terms and conditions with respect to the grant and transfer of the Development Rights with respect to the Subject Plot in favour of the Developer, the nature of the Project to be developed and the rights and obligations of the Parties towards the implementation of the Project.
- 1.3.2 FHDPL agrees and undertakes that they shall from time to time execute all such further agreements / documents at the costs and expense of the Developer and do all

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such acts and assist the Developer, as may be required to effectively carry out the full intent and meaning of this Agreement and in order to complete the transactions contemplated hereunder. Further, the Parties agree and undertake to cooperate with each other and undertake not to do anything directly or indirectly which may jeopardise or frustrate the objective of this Agreement or may impede the Project in any manner.

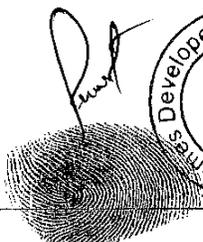
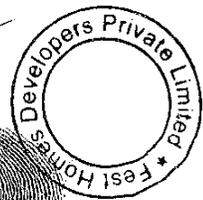
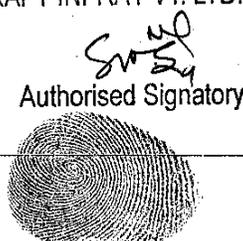
**ARTICLE 2  
GRANT OF DEVELOPMENT RIGHTS**

- 2.1 On and from the Effective Date and in accordance with terms of this Agreement, FHDPL hereby grants and transfers the exclusive Development Rights in respect of the Subject Plot to the Developer.
- 2.2 The Developer shall be solely entitled to implement, develop and drive the Project including but not limited to the quality, cost, design, layout, aesthetics, Marketing etc.
- 2.3 FHDPL has handed over the possession of the duly fenced Subject Plot to the Developer simultaneously with execution of this Agreement.
- 2.4 FHDPL agrees and confirms that on and from the Effective Date, the Developer shall have unfettered rights to enter upon the Subject Plot directly or through its associates, nominees, agents, architects, consultants, representatives, contractors, to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project on the Subject Plot in accordance with this Agreement and Applicable Laws.

**ARTICLE 3  
CONSTRUCTION AND DEVELOPMENT OF THE PROJECT**

**3.1 Construction**

- 3.1.1 The Developer shall be solely entitled to construct and develop the Project at its own costs and expenses by utilizing the entire Development Potential of the Subject Plot.
- 3.1.2 The Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons.
- 3.1.3 Landscaping, architecture, construction, design, implementation etc. including the calculation of super built up area and Saleable Area of the Project shall be at the sole discretion of the Developer.

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3.1.4 The Developer shall be entitled to construct amenities on the Subject Plot as may be deemed appropriate by the Developer. The Developer may construct such amenities by utilizing a portion of the FSI available on the Subject Plot, as may be deemed appropriate by the Developer in accordance with its design.

3.1.5 The costs and expenses relating to construction and development of the Project shall be borne by the Developer. FHDPL agrees to deposit the Land Cost and lease rent payable to NOIDA towards the Subject Plot in the manner provided in Article 3.6 herein.

3.1.6 In accordance with the Master Plan, a tennis academy is to be constructed / developed on the Subject Plot. Such tennis academy shall be constructed and developed by the Developer at its own cost and expenses. Upon completion of the tennis academy, the same shall be maintained and operated by the Developer at its own cost and expenses. Any revenue generated from tennis academy shall belong to the Developer exclusively.

### 3.2 Reference Plan–

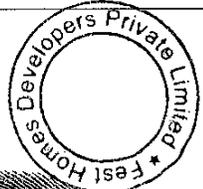
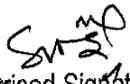
3.2.1 The Developer shall formulate a plan for the Project and present the same to FHDPL for its acceptance and adoption (“Reference Plan”). The Reference Plan shall always include:

- Minimum sales price (along with permissible deviations), payment plans and sales phasing;
- Saleable Area computation
- In addition to the above, the Reference Plan shall also provide on an indicative basis, the development mix, massing, timelines for completion of the construction of the Project & construction phasing;

3.2.2 Parties agree that the Developer shall in so far as the abovementioned matters pertaining to the development and construction of the Project, execute and manage the Project in accordance with the Reference Plan. Provided that the parts of the Reference Plan that are indicative in nature, shall be followed on a best efforts basis.

3.2.3 The Reference Plan shall be reviewed between the representatives of FHDPL and the Developer every 6 (six) months from the Execution Date until the Completion of the Project and changes, if any, to the extant Reference Plan shall be discussed and agreed.

3.2.4 Notwithstanding anything stated in this Agreement, the Developer shall not allot and sell the units / Saleable Area in the Project at a price that is lower than 5% (five percent) of the sale price as provided in the then existing Reference Plan. Any

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allotment / sale to be made at a price lower than 5% (five percent) of the sale price provided in the then existing Reference Plan shall be made by the Developer only upon agreement between the Parties.

3.2.5 In the event that the Project construction is delayed beyond the period of 6 (six) months from the time frame estimated in the Reference Plan, then the senior management of both the Parties shall discuss and mutually agree on the way forward to achieve Completion of the Project.

### 3.3 Approvals

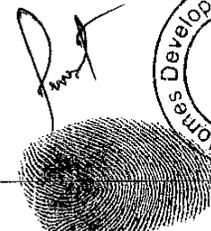
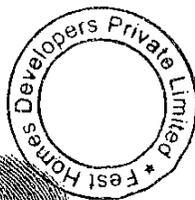
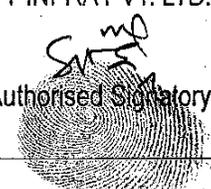
3.3.1 All the Approvals in respect of construction, development, Marketing and sale of the Project and all renewals, extensions and modifications thereof, shall be obtained by the Developer (as permissible under law) or by FHDPL, if required under Applicable Laws, at the cost and expenses of the Developer. The said Approvals shall be obtained in accordance with and as per the drawings and designs prepared by the Developer. All costs and expenses for obtaining the said Approvals shall be borne by the Developer.

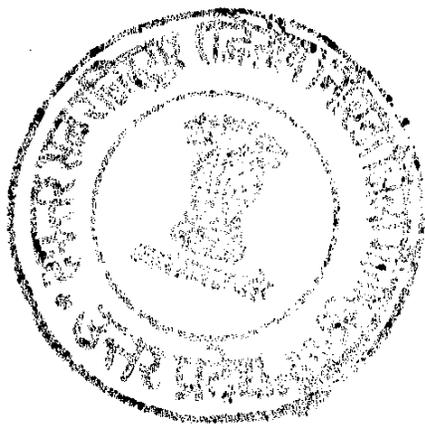
3.3.2 FHDPL undertakes to provide all documents and information from time to time as are required for obtaining, renewing or modifying the Approvals. FHDPL shall act in good earnest and take all possible steps and measures to implement the process of obtaining the Approvals. FHDPL shall sign and execute all documents and make available all information and details and ensure presence of its authorized signatory whenever required for obtaining and renewing the Approvals.

### 3.4 Power of Attorney

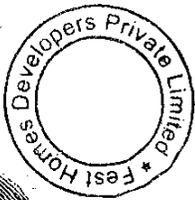
3.4.1 FHDPL agrees and undertakes to execute, maintain and cause to be registered, at the cost and expenses of the Developer, simultaneously on signing of this Agreement a separate general power of attorney in favour of the Developer (the "GPA") in respect of the Subject Plot, *inter -alia*, to enable the Developer to perform all its obligations and utilise all its entitlements / benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Saleable Area Allottees in accordance with the terms of this Agreement and to mortgage the lands to raise Project Finance/ construction finance / Land Cost. The Developer shall be entitled to appoint one or more substitutes or its authorised representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its permitted nominee(s). FHDPL agree and undertake that the GPA shall not be cancelled or modified in any manner.

### 3.5 Project Finance, Mortgage and funding by the Developer

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- 3.5.1 The Subject Plot is mortgaged with PNB Housing Finance Limited (“PNB”) by way of an equitable mortgage (“Existing Mortgage”) towards a loan having loan account [REDACTED] PNB has issued a letter (“PNB Letter”) confirming that on receipt of [REDACTED] from FHDPL it shall issue a no dues certificate and release the Existing Mortgage. FHDPL represents that no event has occurred which has rendered the PNB Letter repudiated, impeded or frustrated in any manner whatsoever.
- 3.5.2 FHDPL agrees and confirms that the Refundable Deposit-II when paid by the Developer to FHDPL, shall be utilised by FHDPL to have the Existing Mortgage released from PNB. FHDPL undertakes to have the Existing Mortgage released from PNB within 3 (three) working days from the receipt of Refundable Deposit – II by it from the Developer.
- 3.5.3 The Developer shall be entitled to raise Project Finance and create mortgage and / or create a charge on the Subject Plot and on the current and future constructed area on the same and on its Development Rights by way of a mortgage by deposit of title deeds or any other sort of mortgage / charge to raise Project Finance. The Developer shall be entitled to make FHDPL a co-borrower for such Project Finance, if required by the lender. However, the liability of FHDPL as a co-borrower shall be limited to providing security over the Subject Plot. The Project Finance raised shall be used only towards construction, development and Land Cost relating to the Project and Subject Plot.
- 3.5.4 The Developer shall, at its own cost and expenses, be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage on the Subject Plot and current and future construction on the same, including to deposit / handover the original title documents of the Subject Plot, as may be required. FHDPL also undertakes that necessary authorizations shall be provided to the Developer in this regard under the GPA.
- 3.5.5 FHDPL undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and all such documents and do all such acts, deeds and things as may be required by the Developer and as may be acceptable to the lender to raise Project Finance and to create the said mortgage / charge on the Subject Plot, forthwith on being requested by the Developer and also make requisite filings of the charge at the registrar of companies. It is agreed that the entitlement of the Developer to mortgage / create charge on the Subject Plot and the current / future construction on the same and its Development Rights in the manner stated above, shall be absolute and without the requirement of any permission/approval/consent of FHDPL.
- 3.5.6 The Developer shall be responsible to service all obligations and repay any and all amounts due or payable to the lending banks/ financial institutions/ entity under any financing and security documents entered into with the banks/ financial institutions/

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entity availed for Project Finance. The Developer shall ensure repayment of all amounts payable to the lending banks/financial institutions/entities, prior to such lending banks/ financial institutions/ entities enforcing the mortgage of the Subject Lands and shall keep FHDPL indemnified in this regard.

3.5.7 FHDPL undertakes to obtain the mortgage permissions from NOIDA as and when required by the Developer to create and affect the above stated mortgages created by the Developer on the Subject Plot. The costs and expenses for obtaining such mortgage permission shall be borne by the Developer.

3.5.8 The Developer undertakes that the amount raised by the Developer by way of creation of mortgage/ charge on the Subject Plot and on the current and future constructed area on the same and on its Development Rights shall be used solely for the purpose of development and construction of the Project and/or payment of Land Cost.

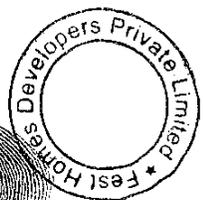
**3.6 Lease Premium and Lease Rent payable to NOIDA**

3.6.1 The total land cost / premium payable to NOIDA for the Subject Plot is Rs. [REDACTED] Out of the said land costs / premium, an amount of [REDACTED] has already been paid to NOIDA. The remaining amount of [REDACTED] along with interest, penal interest and other charges (“**Land Cost**”) is payable to NOIDA as per the payment schedule, which is also attached herewith as **Schedule-III**.

3.6.2 It is agreed that FHDPL shall pay a portion of the Land Cost by depositing the entire Refundable Deposit-I received by it from the Developer under Article 7.1 with NOIDA. The remaining Land Cost shall be paid in accordance with Article 6 herein. FHDPL shall deduct withholding taxes, if any, while making payments to NOIDA and deposit the same with the relevant authorities.

3.6.3 The Parties agree and acknowledge that the lease rent and interest thereon payable by FHDPL to NOIDA is a Pass Through Charge and will be paid by the Developer to FHDPL for depositing with NOIDA from time to time. The lease rent and interest thereon to be paid by the Developer to FHDPL shall be grossed up with applicable taxes and shall not form part of the FHDPL’s Consideration under this Agreement.

3.6.4 The Developer shall pay to FHDPL the Land Cost for onward payment to NOIDA either in the form of FHDPL’s Consideration or as Refundable Deposit. The Parties agree that such payment by the Developer to FHDPL shall be grossed up with all applicable taxes.

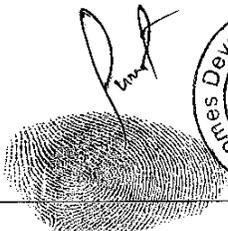
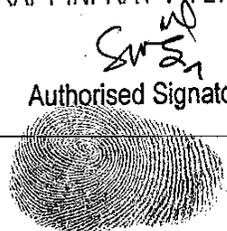
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3.6.5 The Parties agree and acknowledge that the Lease Premium and Lease Rent (along with interest, penal interest and other charges) shall be paid by the Developer to FHDPL either out of the Gross Sales Revenue or out of the Project Finance to be availed by the Developer.

**ARTICLE 4**  
**MARKETING, BRANDING AND ALLOTMENT / SALE / LEASE OF THE**  
**SALEABLE AREA**

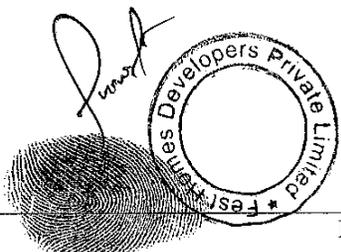
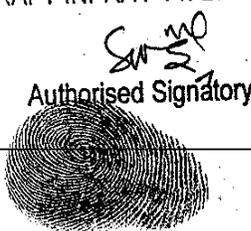
- 4.1 The Parties agree that the Developer shall have the exclusive rights / entitlement of Marketing the Project. The entire Saleable Area of the Project shall be marketed and sold / leased / licensed by the Developer alone. The Parties agree that all decisions regarding the Marketing and all other decisions pertaining to the Project shall be taken by the Developer. It is agreed and understood that FHDPL shall not market and sell any part of the Saleable Area in the Project.
- 4.2 The Project shall be promoted under the brand name of the Developer. Logos and names of the Developer shall appear in all the Marketing and sales collaterals, signboards, billboards, promotional materials, brochures, agreements & allotment documents to be executed with the prospective purchasers and all correspondences with such purchasers of the Saleable Area.
- 4.3 The Developer shall be entitled to launch and Market/sell / transfer / lease the Saleable Area under the Project in such phases as the Developer deems fit and appropriate. However, the Developer agrees to launch the 1<sup>st</sup> phase of the Project comprising of approximately 12 Lakh Square feet of super built up Saleable Area within 90 days of receipt of all Approvals including registration of the Project under RERA (“**Launch Date**”). In case the Developer defaults in launching the said first phase despite there being no Force Majeure conditions, within the said timelines, then, FHDPL may opt to terminate this Agreement. In the event the 1<sup>st</sup> phase of the Project is not launched for a Force Majeure condition within the said timelines and the said force majeure condition continues for a period of 9 months after expiry of the said 90 days, then either party shall be entitled to terminate this Agreement. Upon such termination, FHDPL shall refund all monies received as Refundable Deposit from the Developer within 90 (ninety) from such termination. The Developer shall return possession of the Subject Plot to FHDPL after receiving the said amounts in entirety. In the event of such termination, subject to prior permission of the existing lender to whom the Subject Plot has been mortgaged, FHDPL shall be permitted to raise funds by way of sale, transfer, mortgage etc. of the Subject Plot, provided, however, that an amount equal to the Refundable Deposit received by FHDPL from the Developer shall be directly deposited in an escrow account opened jointly with the Developer and shall be used for refund of the Refundable Deposit, either before or at the time of handover of any title documents relating to the Subject Plot in possession of the Security Trustee appointed as per Article 10.3 / existing lender to FHDPL or

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any third party. It is clearly agreed that the Parties shall not be entitled to terminate this Agreement or any part thereof in any other circumstance.

- 4.4 The Developer shall (in consultation with FHDPL) prepare all documents and agreements which would be signed by / with the Saleable Area Allottees for the entire Saleable Area at the Project, including but not limited to Marketing brochure / prospectus, application forms, provisional / final allotment letters, apartment / unit buyer agreements, lease deeds, maintenance agreements and others as the Developer may consider appropriate. The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the end purchasers.
- 4.5 The Developer shall be free to solely and exclusively negotiate and finalize the terms of all sales, leases and licenses with the end purchasers, subject to the provisions of the Reference Plan.
- 4.6 All advertisement rights shall vest absolutely with the Developer including its timing, format etc. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement / Marketing materials shall be in consonance of all Applicable Laws. The layout of the components of the advertisement / Marketing materials etc. shall be in such formats as may be decided by the Developer.
- 4.7 The Developer shall be entitled to select a Project name as deemed appropriate by it at its sole discretion and shall contain the name or brand of the Developer alone.
- 4.8 The Parties hereto agree that only the Developer's (or any of its Partners as deemed appropriate by the Developer) contact details (address, phone numbers etc.) would appear on all Marketing and selling materials.
- 4.9 All customer related documentation with respect to the Saleable Area shall be prepared / drafted by the Developer, in consultation with FHDPL. The Developer shall be entitled to sign / execute / issue the same for itself and on behalf of FHDPL (deriving authorizations from the GPA) or require FHDPL to directly execute the same. In the said customer documentation, the Developer shall be entitled to provide on behalf of FHDPL all such representations and warranties to the Saleable Area Allottees that have been represented by FHDPL to the Developer under this Agreement and any other agreement executed between the Parties in relation to the Project and those that are customary and in context to be provided by the land owner.
- 4.10 In the event the Developer requires FHDPL to execute the sale/lease deed or any other document with respect to Saleable Area in favour of Saleable Area Allottee(s), then FHDPL shall, at the cost and expenses of the Developer, execute the same forthwith upon receiving intimation in this regard from the Developer.

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- 4.11 It is agreed by the Parties that in case of any regulatory requirements or reasons affecting the allotments and collections from the Saleable Area allottees and execution of the requisite allotments and agreements thereof with the Saleable Area allottees in the name of the Developer arise, then the Parties shall mutually agree on addressing the same.

## ARTICLE 5 CONSIDERATION

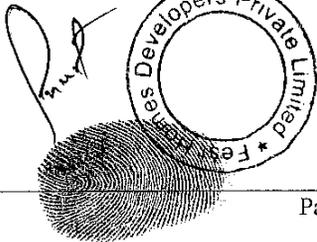
- 5.1 It has been agreed between FHDPL and the Developer, that the Developer shall pay to FHDPL, the following out of the Gross Sales Revenue generated from the Saleable Area, as consideration towards grant of Development Rights under this Agreement –
- a) Out of the Gross Sales Revenue of the Saleable Area in the Project up-to [REDACTED], the Developer shall pay to FHDPL, a sum of [REDACTED] of the Gross Sales Revenue (*plus* all applicable indirect taxes from time to time).
  - b) Out of the Gross Sales Revenue of the Saleable Area in the Project over and above [REDACTED] ("**Incremental Gross Sales Revenue**"), the Developer shall pay to FHDPL, [REDACTED] in the Incremental Gross Sales Revenue (*plus* all applicable indirect taxes from time to time).

(the entitlement of FHDPL out of the Gross Sales Revenue stated above are referred herein as "**FHDPL's Consideration**".)

- 5.2 FHDPL's Consideration shall be due, accrue and be paid on the 5<sup>th</sup> day of every month which shall be calculated on the Gross Sales Revenue of the previous month.
- 5.3 The Parties agree that if any amount collected from the Saleable Area Allottees whether as Pass Through Charges or otherwise, is not deposited onward with the concerned authority/ department by the end of the Project, then such percentage that is equivalent to FHDPL's Consideration shall also be paid to FHDPL out of the said amounts.
- 5.4 Subject to Article 3.6.4, the Developer shall be entitled to deduct withholding taxes as applicable while making payments of FHDPL's Consideration to FHDPL.

## ARTICLE 6 Collections, Disbursement and Bank Accounts

- 6.1 The Developer and FHDPL shall open the following accounts with any scheduled commercial bank that the Developer may identify;

<p>FHDPL</p> <div style="text-align: center;"> Circular stamp: <b>Federal States Developers Private Limited</b></div>	<p>Developer</p> <p style="text-align: center;">For HOMEKRAFT INFRA PVT. LTD.</p> <div style="text-align: center;"> <b>Authorised Signatory</b></div>
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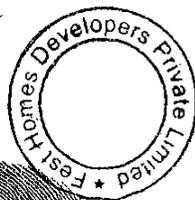
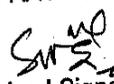
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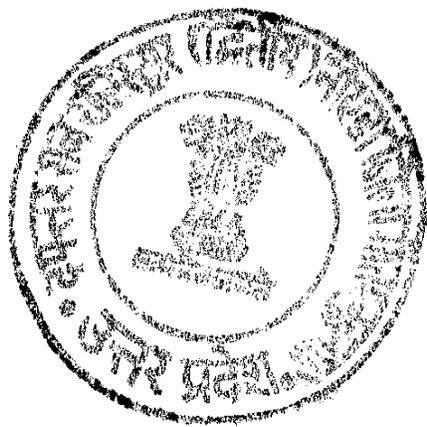
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- (a) An escrow account to be named as Collections Escrow Account – [*name of the Project*];
  - (b) An account to be named as Project Account – [*name of the Project*];
  - (c) An account to be named as Other Account – [*name of the Project*];
- 6.2 The Developer 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.
- 6.3 It is agreed that the Developer shall solely control the Project Account and the representatives of the Developer shall be the sole signatories relating to the Project Account with sole powers to deal with the Project Account and to provide instruction to the escrow bank in relation to the Project Account.
- 6.4 The Developer and FHDPL 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.
- 6.5 The amounts in the Project Account shall be used in accordance with RERA including for the following purposes in no order of priority:
- (a) Towards transfer of FHDPL's Consideration (up-to the extent attributable to Land Cost less Advance) to the FHDPL's Account;
  - (b) Any advance that the Developer is required to pay to FHDPL towards payment of Land Cost on account of shortfall in FHDPL's Account;
  - (c) All costs towards development and construction of the Project including payment of statutory dues and repayment of all Project Finance and related costs;
  - (d) Towards payment of FHDPL's Consideration that has not been paid out of the Other Account or as per Article (a) above.

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

- 6.6 In the event FHDPL's Consideration is not sufficient at any time to pay the Land Cost

<p>FHDPL</p> <div style="text-align: center;">      </div>	<p>Developer</p> <p style="text-align: center;">For HOMEKRAFT INFRA PVT. LTD.</p> <div style="text-align: center;">         Authorised Signatory   </div>
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that is then due and payable, then the Developer shall provide an advance to FHDPL (“**Advance**”). This Advance shall be refunded / adjusted in the manner provided in Article 7 hereinafter.

6.7 The Other Account shall be owned and operated by the Developer alone. The amounts in the Other Account shall be utilised by the Developer inter alia towards payment of the following expenses in order of preference, subject to agreement with the Project Finance lender:

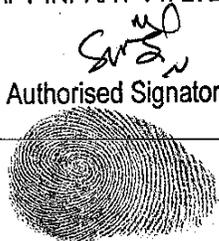
(a) FHDPL’s Consideration *less* amounts paid to FHDPL (if any) from the Project Account shall be transferred to the FHDPL’s Account after adjusting the Advance on the 5<sup>th</sup> day of every calendar month; (b) instalments and interests relating to Project Finance that is due and payable; (c) any advance that the Developer is required to pay to FHDPL towards payment of Land Cost on account of shortfall in FHDPL’s Account; (d) Statutory Dues pertaining to the Project; (e) Direct taxes of the Developer pertaining to the Project; (f) Brokerage and Marketing costs; (g) shortfall of Construction Costs in the Project Account and (h) transfer of remaining amount in terms of Article 6.9 hereunder in a separate bank account designated by the Developer.

6.8 Any amount paid to FHDPL shall be deposited in a designated account of FHDPL (“**FHDPL Account**”). A representative of the Developer shall also be signatory to the FHDPL Account to ensure that the amounts deposited therein shall be used in following order of priority:

- (a) Towards payment of Land Cost;
- (b) After the entire Land Cost has been paid, amounts deposited in FHDPL Account shall be used towards refund of Refundable Deposit in an account stipulated by the Developer;
- (c) After refund of entire Refundable Deposit as above, for other purpose by FHDPL.

Once the payments envisaged in (a) and (b) above have been paid in full, the representative of the Developer will cease to be a signatory in such account.

6.9 The Parties agree that after the payment of the Land Cost and repayment/ adjustment of the Refundable Deposit-II, simultaneously with the payment of FHDPL’s Consideration to FHDPL in accordance with Article 6.8 above the remaining amounts in the Other Account shall also be released to the Developer out of the Other Account

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in a separate bank account designated by the Developer.

- 6.10 The Parties shall reconcile the accounts on quarterly basis. Further, a final reconciliation of the accounts shall be carried out after the completion / occupation certificate of the entire Project has been obtained and after all apartments are sold and all monies are collected from the buyers / allottees. On such reconciliation, FHDPL shall be entitled to receive the remaining FHDPL's Consideration, if any.

**ARTICLE 7  
REFUNDABLE DEPOSIT AND ADVANCE**

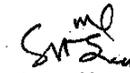
- 7.1 The Developer has agreed to pay interest free Refundable Deposit ("**Refundable Deposit**") to FHDPL for securing the obligations of the Developer under this Agreement in the following manner:
- (a) An amount up-to a maximum of [REDACTED] shall be paid by the Developer to FHDPL on or before 31<sup>st</sup> January, 2019 ("**Refundable Deposit-I**");
  - (b) An amount of [REDACTED] shall be paid by the Developer to FHDPL on or before 31<sup>st</sup> January, 2019 ("**Refundable Deposit-II**");

(Refundable Deposit-I and Refundable Deposit-II are hereinafter collectively referred to as the "**Refundable Deposit**").

- 7.2 Refundable Deposit shall also include all amounts that are deemed to be refundable deposit paid by the Developer to FHDPL in accordance with Article 6.6 herein.
- 7.3 FHDPL shall refund the entire Refundable Deposit to the Developer in the manner provided herein this Agreement.
- 7.4 In the event any amount out of the Refundable Deposit-I and Advance given as per Article 6 remain unadjusted/ unpaid, the same be shall be treated as FHDPL's Consideration.

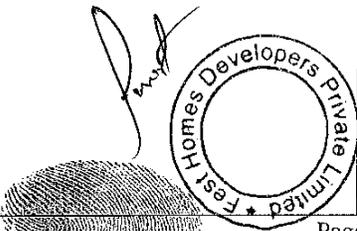
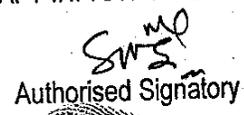
**ARTICLE 8  
COVENANTS AND OBLIGATIONS OF THE DEVELOPER**

- 8.1 The Developer shall provide to FHDPL (i) quarterly MIS of the Project, (ii) viewing rights of the Collection Escrow Account, Project Account and Other Account and (iii) audit rights on yearly basis of the books of accounts of the Project.

<p>FHDPL</p> <div style="text-align: right;"> </div>	<p>Developer</p> <p style="text-align: center;">For HOMEKRAFT INFRA PVT. LTD.</p> <div style="text-align: right;">  Authorized Signatory</div>
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- 8.2 The Developer shall be entitled to launch the Project on or before the Launch Date and commence construction on the Subject Plot.
- 8.3 The Developer shall be entitled to appoint all contractors, architects, consultants, technicians, engineers, employees, brokers, advertisers, engaged for purposes of carrying out the development of the Project by the Developer including to pay their bills, dues, salaries, fees, taxes, benefits, claims, safety, accidents, complaints, litigation in respect thereof.
- 8.4 The Developer shall be entitled to construct and develop, Market and sell the Saleable Area in the Project to the prospective purchasers and agrees, covenants and undertakes to comply with the conditions laid down in sanctioned building plans and all other Approvals to be obtained from the Governmental Authorities.
- 8.5 The Developer shall, at its own cost and initiative and in accordance with the agreed Master Plan and concept, cause Building Plan to be prepared by a qualified Architect for construction of the Project and cause such Building Plan to be sanctioned by the concerned Government Authorities.
- 8.6 All applications, plans and other papers, documents referred to above shall be submitted by or in the name of FHDPL but otherwise at the cost, expenses and responsibility in all respects of the Developer, and the Developer shall pay and bear all submission / filing / processing fee and charges, if any, as required to be paid or deposited for sanction of the Building Plan.
- 8.7 All RERA obligations/requirements/compliance's and payment of fees/charges with respect thereto, to the extent of such requirement are applicable to the Developer, shall be done by the Developer.
- 8.8 The Developer shall also pay and bear all the development cost. The Developer shall also pay and bear (and shall also be entitled to refund, if any, thereof) all fees, deposits, funds or monies necessary to be paid and/or deposited under any enactment and/or rule applicable to any aspect of constructing, designing, implementing, establishing and finishing the said Project on the Subject Plot. The Developer shall at all times ensure compliance with the Approvals and all material labour and related rules and laws and statutory obligations, concerning workers, employees, consultants and professionals engaged by it in this Project (including dues towards PF, ESI etc.) and indemnify FHDPL against any claim or proceeding or loss suffered by or caused to FHDPL as a result of breach by the Developer in this behalf).
- 8.9 The Developer shall carry out construction on the said Project in accordance with the terms of RERA, building bye-laws and the sanctioned Building Plan Approvals and the Applicable Law.

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8.10 The Developer shall also ensure, at its own cost and expenses, the terms and conditions of the Approvals are complied with.

8.11 The Developer shall ensure the following: -

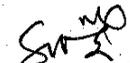
- (a) The Gross Sales Revenue is collected only in the Collection Escrow Account and shall be utilized strictly in accordance with the account mechanism provided under Article 6 hereinabove.
- (b) The Developer shall pay and bear from execution hereof and till such time the entire Project is complete and sold, all water and electricity charges payable with respect to construction activity, directly to the concerned authorities on demand.
- (c) The Developer shall exclusively bear all penalties, fines, compounding and regularization charges, and any other expenses and/or demands which may be levied, incurred and/or imposed with respect to any matter concerning the construction of the Project built-up areas.
- (d) The Developer shall ensure that adequate structural defect liability obligation is put on the contractors to whom the construction work in respect of the Project shall be awarded. It is clarified that FHDPL shall not be liable towards any structural defect in any manner whatsoever.

8.12 The development of the Project

- (a) shall be undertaken through contractors/sub-contractors as may be decided by the Developer on such terms and conditions as determined by the Developer in its sole discretion;
- (b) The Developer shall be liable to make all payments to such contractors and pay all Taxes with respect thereto in respect of the Project.

8.13 The Developer shall be entitled and obliged to run the typical and customary day-to-day construction management of the Project and shall have the sole and exclusive right and responsibility to take and execute all decisions relating to, in connection with and in regard to the development and construction of the Project in accordance with the terms of this Agreement.

8.14 If so required, the Developer shall be authorized in the name of FHDPL, at the Developer's cost, to apply for and obtain temporary connections of water, electricity, drainage and sewerage for the purpose of the Project.

FHDPL  	Developer For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory
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- 8.15 That the Developer shall ensure that the Subject Plot is not adversely effected due to any act of gross or wilful negligence of the Developer.
- 8.16 In the event the Developer fails and/or defaults in complying with the terms and conditions of Approvals or the other Applicable Laws in implementation of the Project, the Developer shall be under obligation to cure the default at its own cost and expenses and ensure compliance.  
The Developer shall obtain the Completion Certificate/ Occupancy Certificate for the entire Project at its own costs and expenses and in accordance with Applicable Law and Approvals.
- 8.17 The Developer shall be entitled to do all things, deeds and matters pertaining to (i) all of the development activities on and in relation to the Subject Plot and exercise of its Development Rights, (ii) interactions with any Governmental Authorities or any other person in respect of any acts, deeds, matters and things which may be done or incurred by, and (iii) signing all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be required from time to time.
- 8.18 If the Developer receives any notice, demand etc. of any nature whatsoever from any Governmental Authority and / or any third party, that may directly or indirectly be related to the Subject Plot or the Project, it shall within 2 days of receipt of the said notice, demand etc. share it with FHDPL.

The Developer shall complete the construction and development of the entire Project within a period of 8 (eight) years from the date when all Approvals for the Project are obtained including Environmental Impact Assessment Clearance and RERA Registration (“**Completion**”). This, obligation of the Developer shall be subject to a 6 (six) months grace period. Further, this obligation shall be subject to Force Majeure and delay, if any caused on account of disagreement in the Reference Plan revisions. It is agreed between the Parties that nothing stated herein shall prevent or restrict the Developer from providing a timeline of more than 8 (eight) years for completion of the construction and development of the Project under the RERA Registration or under the customer documentation or elsewhere.

- 8.19 If the Developer fails to fulfil its obligations under this Agreement, then the Developer shall be liable to pay compensation/penalty payable to third parties including the customers as per the agreements to be executed by the Developer with the customers of the Saleable Area in the Project.
- 8.20 If there is any impediment or restriction on the title of FHDPL or Development Potential that emanates at any point of time on account of any issue which is attributable solely to the Developer and is not result of any act of omission or commission by FHDPL then the obligations and liabilities of FHDPL under this Agreement shall suspend for the entire period during which such impediment, or

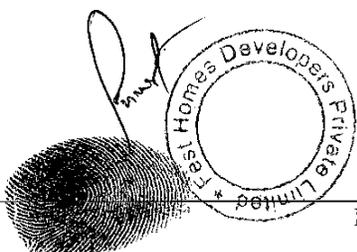
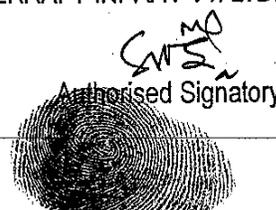
<p>FHDPL</p>  	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p>  <p>Authorised Signatory</p>
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restriction on the title of FHDPL and Development Potential continues on the Subject Plot and is not completely rectified and cured by the Developer. It is clearly agreed that during the said period and for the reasons of such impediment, claim or restriction, the Developer shall be liable and obligated for all liabilities relating to the Project including liabilities that may accrue towards all third parties including customers of the Project.

**ARTICLE 9  
COVENANTS AND OBLIGATIONS OF FHDPL**

- 9.1 FHDPL agrees that it shall not borrow any moneys from any individuals / Body Corporate / Banks / Financial Institutions / any other persons or encumber its receivables / assets in any manner, and it shall not create any liability on the Developer whatsoever in this regard.
- 9.2 FHDPL shall be responsible for payment of all the costs and expenses (except the Land Cost) as may be accrued in respect of the Subject Plot and/or the Project before the Effective Date, even if the same are payable after the Effective Date.
- 9.3 FHDPL shall, at its own cost and expense, rectify any issues relating to title and Development Potential related issues and contest and settle all disputes, claims, demands, suits, complaints, litigation, etc. (if such issue is attributable solely to FHDPL and is not result of any act of omission or commission by the Developer), which may be raised, filed or created with respect to the title and Development Potential, in a manner that the Development Rights of the Developer and the development, construction, Marketing and sale of the Project and the Development Potential on the Subject Plot as provided herein is not adversely impacted, impeded or restricted. Without prejudice to other rights and entitlement of the Developer under this Agreement and Applicable Law, it is agreed that in case there is any impediment, claim or restriction on the title of FHDPL or Development Potential that emanates at any point of time on account of any defect in title or Development Potential resulting in stoppage for work for a continuous period of 365 days, then the obligations and liabilities of the Developer under this Agreement shall suspend for the entire period during which such impediment, claim or restriction on the title of FHDPL and Development Potential continues on the Subject Plot and is not completely rectified and cured by FHDPL. It is clearly agreed that during the said period and for the reasons of such impediment, claim or restriction, FHDPL shall be liable and obligated for all liabilities relating to the Project including liabilities that may accrue towards all third parties including customers of the Project.
- 9.4 FHDPL shall, at the cost and expenses of the Developer (stamp duty and registration costs), extend all support and cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer, as may be reasonably required by the Developer

FHDPL	Developer
	For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory

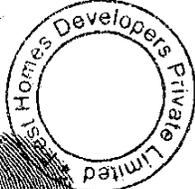
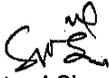


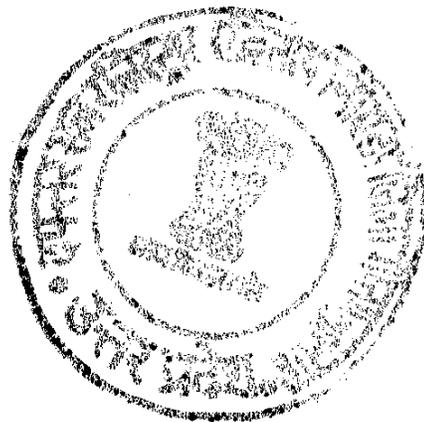
from time to time for the purpose of carrying out the transactions contemplated hereby. FHDPL further agree to execute, as may be required by the Developer, from time to time, all applications, affidavits, plans or other documents, as may be required by the Developer and shall also extend all cooperation and assistance for the development, completion and disposal of the Project. FHDPL shall furnish all such relevant information in respect of the Subject Plot, as the Developer may request from time to time.

- 9.5 Any Encumbrance on (i) the Subject Plot, (ii) rights / title / interest / entitlement of FHDPL on the Subject Plot and / or (iii) the Development Rights vesting in favour of the Developer, that may arise due to any reasons (if such issue is attributable solely to FHDPL and is not result of any act of omission or commission by the Developer) and / or (iv) the Development Potential of the Subject Plot as provided herein, shall be resolved by FHDPL at their own costs and expenses, in a manner that the Development Rights of the Developer and the development, construction, Marketing and sale of the Project is not impeded or restricted, in any manner.
- 9.6 FHDPL agree and covenant that at any time after the Effective Date, and except in accordance with the terms hereof, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Development Rights, the Subject Plot or the Project.
- 9.7 FHDPL shall ensure that during the subsistence of this Agreement, no other person, acting under or through it, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer or (ii) whereby the grant and transfer of the Development Rights or the rights of the Developer in respect of the Subject Plot are prejudicially affected. In performance of its duties and exercise of its rights, powers and authorities under this Agreement, FHDPL shall act in the best interest of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- 9.8 FHDPL and / or their nominees shall have free access to the Project, the construction site, marketing office, sales gallery and the semi-finished or finished structure, to inspect the development of the Project.

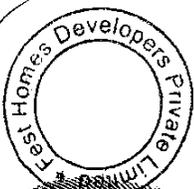
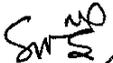
**ARTICLE 10**  
**MUTUTALLY AGREED TERMS AND CONDITIONS**

**10.1 Understanding with regard to RERA and related compliances –**

<p>FHDPL</p> <p> </p> <p></p>	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p> <p> </p> <p>Authorised Signatory</p>
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- (a) The Developer shall procure registration of the Project under RERA and make such filing etc. under RERA related to the Project as may be required from time to time. FHDPL agrees and undertakes to forthwith provide all documents/information/undertakings and support as may be required for the registration of the Project under RERA. 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 Project under RERA.
- (b) Each Party agrees to undertake all of their obligations under this Agreement in a manner that the Project is compliant with RERA at all times. Any penalty or implication or consequence due to non-compliance of the provisions of RERA in respect of the Project shall be borne and met by the relevant Party, the non-compliance of RERA on whose part resulted in such penalty or implication being imposed under RERA.
- 10.2 The Parties shall be responsible to bear their respective liabilities for income tax, as may be applicable and levied on their shares and entitlements under this Agreement.
- 10.3 FHDPL shall deposit the original title deeds, documents and evidences relating to the Subject Plot with a Security Trustee to be mutually appointed by the Developer and FHDPL within 15 days from the date of this Agreement.
- 10.4 The Refundable Deposit payable under this Agreement to FHDPL by the Developer shall be paid in an escrow account, so as to ensure that the said amounts are utilised by FHDPL to pay the instalment numbers 1 and 2 of the land premium payable to NOIDA as provided in **Schedule-III**.
- 10.5 Without prejudice to the rights and entitlements vested in the Developer otherwise in this Agreement and in addition thereto, FHDPL constitutes the Developer, through its director, authorised officers from time to time and its partners / authorized signatory (as authorized by the Developer), as its agent, to in its name and/ or on its behalf, do all acts, matters and things as set forth in **Schedule-IV** hereto.
- 10.6 The Development Rights being granted / transferred herein are of the nature that in event of any bankruptcy, liquidation, and/or winding up proceedings or event leading to the same for either Party, the rights and entitlements of the Parties shall be restricted to the residuary rights of the Parties in the Subject Plot/the Project after taking into account the rights, entitlements and interest of the other Party in the Subject Plot / the Project under this Agreement and/ or GPA. The rights and entitlements of the Developer under this Agreement including the interest in the Subject Plot by virtue of this Agreement and/or the GPA shall not be affected in any manner in case of any bankruptcy, liquidation, and/or winding up proceedings relating to FHDPL or event leading to the same.

<p>FHDPL</p>   	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p>  <p>Authorised Signatory</p> 
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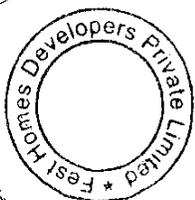
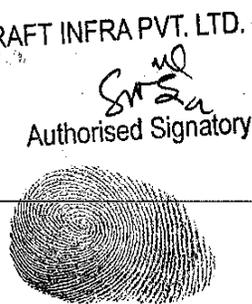


- 10.7 Each Party undertakes that in event of bankruptcy, liquidation, and/or winding up proceedings of the Party or event leading to the same, such Party shall take all steps as are required to protect the rights, entitlements and interest of the other Parties under this Agreement and GPA.
- 10.8 The Developer shall be and remain liable for all liabilities including any third-party claims incurred as a result of or arising out of or connected to the exercise of Development Rights on the Project and activities related thereto and to all liabilities related to or arising out of obtaining or from breach of Approvals by the Developer.
- 10.9 The Developer shall be entitled to appoint an independent third-party maintenance agency to maintain and manage the Project.
- 10.10 FHDPL shall at all times act in the best interest of the Project and shall not do any act, deed or thing or omit to do any act, deed or thing, which may prejudicially impact the Project or the intent under this Agreement, in any manner.
- 10.11 If FHDPL receives any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and / or any third party, that may directly or indirectly be related to the Subject Plot or the Project, it shall within 2 days of receipt of the said communication, correspondence, notice, demand, share it with the Developer.

**ARTICLE 11  
REPRESENTATIONS AND WARRANTIES**

**11.1 Each of the Parties hereby represents, warrants and undertakes to the other Party that:**

- 11.1.1 It has the full power and authority, under their constitutional documents, to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney and consents, contemplated hereunder or pursuant hereto (the “Other Documents”).
- 11.1.2 The execution and delivery of this Agreement and Other Documents and the performance of the transaction contemplated herein and under Other Documents has been duly authorised by its directors/ shareholders (as required under applicable law) and all necessary corporate or other action of the Party; the execution, delivery and performance of this Agreement or any Other Document by such Party and the consummation of the transaction contemplated hereunder or under any Other Document shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under their constitutional documents; (ii) violate any order,

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judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

11.1.3 Each Party represents that there exists no event, act, omission, notice, claim, dispute, proceeding, and/or litigation which may result in or lead to bankruptcy, liquidation, winding up of the Party. Each Party represents that on obtaining knowledge of the aforesaid event/act/omission/notice/claim/dispute/proceeding/litigation it shall inform the other Party in writing within 7 (seven) days of obtaining such knowledge. Further, each Party represents that it shall do all such acts as are necessary to avoid bankruptcy, liquidation, and/or winding up of the Party.

11.1.4 This Agreement has been duly and validly executed and delivered by each Party and this Agreement constitutes a legal, valid and binding obligation on the Parties and this Agreement is enforceable against either Party in accordance with its terms.

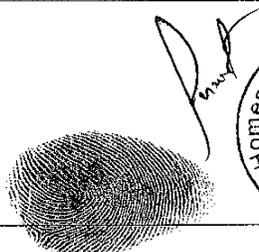
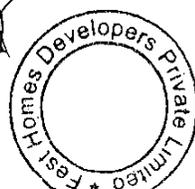
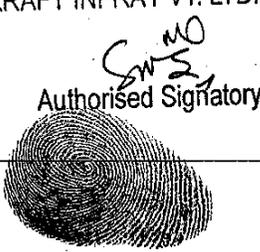
11.1.5 For the avoidance of doubt, the representations and warranties mentioned in this Agreement shall continue to be in force and effect till the completion of the Project and shall survive thereafter.

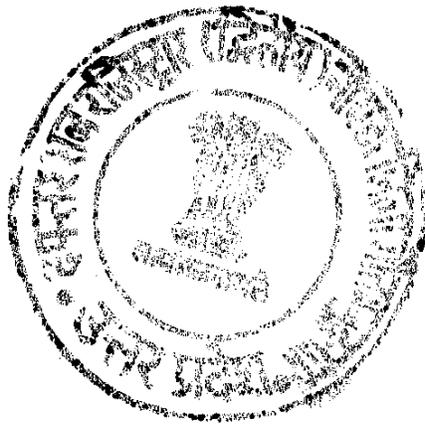
**11.2 FHDPL represents and warrants to the Developer that:**

11.2.1 Subject to Article 3.5.1, the Subject Plot is completely free and clear of all other encumbrances such as prior sale, gift, mortgage, disputes, litigation, threatened litigation, lis-pendens, easement rights, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any 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, memorandum of understanding or development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment in respect of the Subject Plot.

11.2.2 The Development Potential is permissible to be developed on the Subject Plot as per the Master Plan and Applicable Law. The Development Potential is available to be developed on the Subject Plot out of the development potential of the entire Sports City Plot. There is no restriction, impediment or possibility of any challenge or restriction of any nature for development of the Development Potential on the Subject Plot. No portion of the sports component or the recreational component or anything other than the Development potential is required to be developed on the Subject Plot.

11.2.3 FHDPL has not executed any power of attorney(s) or any other document / contract / agreement (other than those that are specifically mentioned in this Agreement) or any other authority, oral or otherwise empowering any third person(s) to deal with Subject Plot or any part thereof, for any purpose.

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11.2.4 There are no pathways, nallas, religious sites, existing structures, canals, gas pipelines etc. passing through the Subject Plot. The Subject Plot or any portion thereof is not affected by any notification for reservations, acquisition etc. by the Government or any other local authorities. There are no trees on the Subject Plot. The Subject Plot are duly fenced.

11.2.5 There are no hazardous chemicals, materials stored under the Subject Plot which could affect the construction development by the Developer.

11.2.6 There is no current dispute, litigation, notice, impediment, injunction order of any nature whatsoever on the Subject Plot.

**11.3 The Developer represents and warrants to FHDPL:**

11.3.1 There are no prohibitions against the Developer from entering into this Agreement as recorded herein under any act or law for the time being in force;

11.3.2 It is duly organized validly existing and in good standing, and has all necessary corporate power and authority, and all authorizations, approvals, and permits, and has full power and authority to execute and deliver this Agreement and to consummate development of the property as contemplated by this Agreement;

11.3.3 The execution and performance of this Agreement will not violate, conflict with, or result in a breach of or default under Applicable Law or any of its constitutional documents;

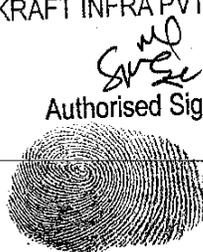
11.3.4 The Developer has adequate expertise and ability to execute and develop the Project and to comply with all its obligations and responsibilities under this Agreement. The Developer shall adhere to the timelines mentioned in this Agreement.

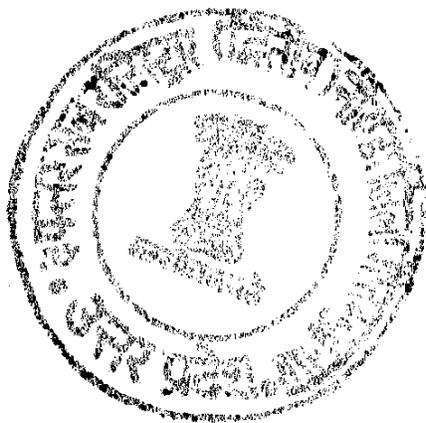
11.3.5 The Developer shall comply with all Applicable Laws.

11.4 This Agreement has been duly and validly executed and delivered by it and, this Agreement constitutes a legal, valid, and binding obligation on it and this Agreement is enforceable against it in accordance with its terms.

11.5 Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

11.6 FHDPL and the Developer 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

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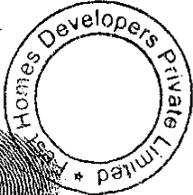
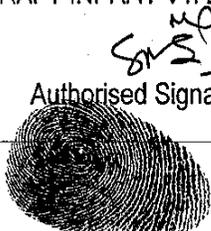
representations or warranties given by FHDPL and Developer herein, to become untrue or inaccurate or misleading, at any point of time.

**ARTICLE 12  
INDEMNITY**

- 12.1 Without prejudice to the rights of the Developer under any other provision of this Agreement or any other remedy available to the Developer under law or equity, FHDPL shall indemnify, keep indemnified, defend and hold harmless the Developer and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of FHDPL contained in this Agreement; (ii) any breach of or non-compliance with any covenant or obligation or any other term of this Agreement, and (iii) any claims, demands, suits, litigation and proceedings of any nature in respect arising on account of such non-compliance by FHDPL or failure of FHDPL to fulfill its obligations arising out of this Agreement, (iv) any impediment on the Subject Plot and the Development Rights vesting in favour of the Developer, (v) any Encumbrance, claims, demands, suits, litigation and proceedings of any nature in respect of Subject Plot or grant of Development Rights to the Developer pursuant to this Agreement,
- 12.2 Without prejudice to the rights of FHDPL under any other provision of this Agreement or any other remedy available to FHDPL under law or equity, the Developer shall indemnify, keep indemnified, defend and hold harmless the FHDPL and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of the Developer contained in this Agreement; (ii) any breach of or non-compliance with any covenant or obligation or any other term of this Agreement, (iii) any claims, demands, suits, litigation and proceedings of any nature in respect arising on account of such non-compliance by the Developer or failure of the Developer to fulfill its obligations arising out of this Agreement, and (iv) any claims, demands, suits, litigation and proceedings of any nature in respect arising on account of failure of the Developer to comply with the terms and conditions of Applicable Laws including but not limited to RERA and Approvals, and (v) any claims, demands, suits, litigation and proceedings of any nature in respect arising on account of failure of the Developer to complete the Project in accordance with the RERA, Reference Plan and/or the documentation executed with the purchasers of the Units.

**ARTICLE 13  
GOVERNING LAW AND DISPUTE RESOLUTION**

- 13.1 This Agreement shall be governed by, and construed in accordance with, laws of India.

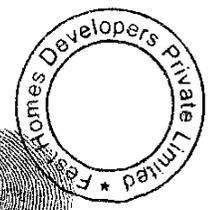
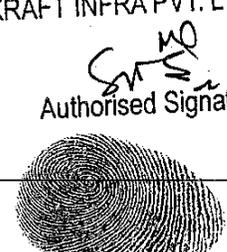
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- 13.2 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between senior executives or representatives of the disputing Parties.
- 13.3 If the dispute is not resolved through such discussions within 30 (Thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 13.4 The seat and venue of arbitration shall be at Gautam Budh Nagar, Uttar Pradesh and the language of the arbitration proceedings shall be English.
- 13.5 The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by FHDPL and one arbitrator shall be appointed by the Developer and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal.
- 13.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 13.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 13.8 While any dispute is pending, the Disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 13.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.
- 13.10 The Parties agree that the Courts at Gautam Budh Nagar and the High Court of Uttar Pradesh at Allahabad will have exclusive jurisdiction in respect of matters for which reference to courts is permitted in accordance with the Arbitration and Conciliation Act, 1996.

**ARTICLE 14  
NOTICES**

- 14.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by

<p>FHDPL</p>  	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p>  <p>Authorised Signatory</p>
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personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Article and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

(a) **If to FHDPL**

Address : 7<sup>th</sup> Floor, Tower B, Plot No. 8, Sector 127, Noida - 2010301  
Telephone No : 0120- 4847700  
Attn : Director  
E-mail : info@lotusgreens.in

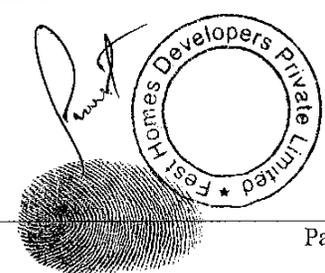
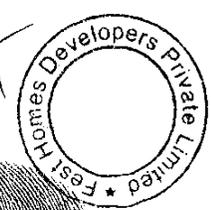
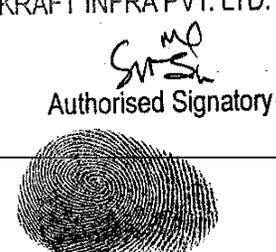
(b) **If to the Developer**

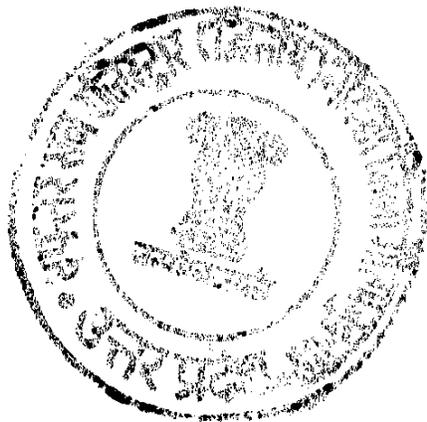
Address : ATS Tower, Plot No. 16, Sector 135, Noida, Uttar Pradesh - 201305  
Telephone No : 0120-7111500  
Attn : Mr. Getamber Anand  
E-mail : getamber@atsgreens.com

**ARTICLE 15  
CONFIDENTIALITY**

15.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (i) is disclosed with the prior written consent of the Party who supplied the information;
- (ii) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;

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- (iii) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its Affiliate;
- (iv) any third party can ascertain independently on account of this Agreement or the GPA being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (v) the Developer/ its partners, who possess the Development Rights may have to disclose to any of its shareholders, investors, Affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
- (vi) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (vii) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

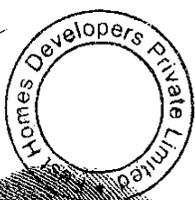
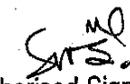
**ARTICLE 16  
GENERAL**

**16.1 No Partnership or Relation of Parties**

- a. Nothing contained in this Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons for and on behalf of any other Party. This Agreement is executed on principal to principal basis and Parties under this Agreement shall be bound for their distinct responsibilities, rights, liabilities and obligations.
- b. FHDPL does not have any control over the management of the Developer company and does not have any power/ rights to participate in the Board of the Developer company.

**16.2 Variation**

- a. No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.
- b. The Parties may choose to enter into any amendments, addendums or

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supplementary understandings pursuant to this Agreement. Any such amendments, addendums or supplementary understandings if executed by both the Parties, shall be read along with this Agreement and shall be deemed to be a part and parcel of this Agreement.

**16.3 Assignment**

Neither, FHDPL nor the Developer shall be entitled to assign any of their rights and obligations under this Agreement, to a third party, without a prior written consent from the other Party.

**16.4 Waiver**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

**16.5 Further Acts**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such approvals.

**16.6 Authorization**

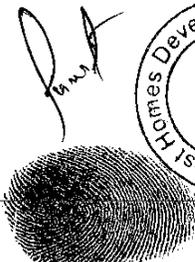
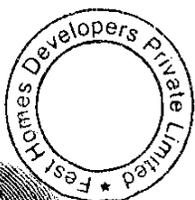
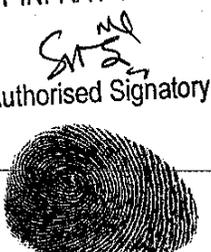
The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.

**16.7 Conflict**

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Subject Plot or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

**16.8 Survival**

(a) The provisions of Article 11 (Representations and Warranties), Article 7

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(Refundable Deposit and Advance), Article 12 (Indemnity), Article 13 (Governing Law and Dispute Resolution), Article 14 (Notice), and Article 15 (Confidentiality) shall survive the termination of this Agreement.

(b) Any termination as mentioned above shall not affect the accrued rights of the Parties hereunder.

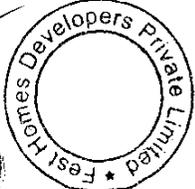
**16.9 Specific Performance of Obligations**

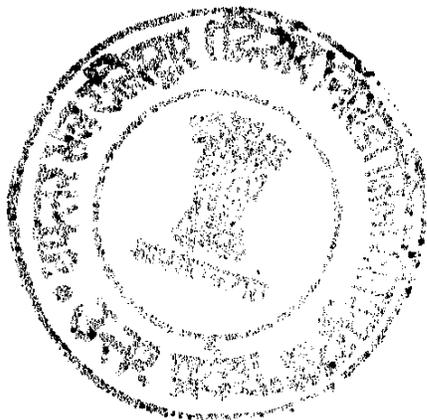
The Parties hereby agree that notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against each other. The Parties acknowledge that any breach of the provisions of this Agreement shall cause immediate irreparable harm to both the Parties for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that both the Parties shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any of the Parties. The Parties agree and covenant unequivocally and unconditionally that both the Parties shall be entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The Parties shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the each other.

**16.10 Stamp Duty and Registration**

The stamp duty and registration fee if any applicable on this Agreement and the GPA shall be borne and paid by the Developer.

*(Signature Page Follows)*

FHDPL   	Developer For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory 
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**SCHEDULE I**

**DESCRIPTION OF SUBJECT PLOT**

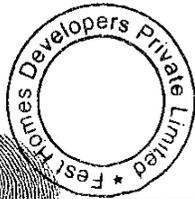
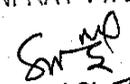
The plots SC-02/J and SC-02/K (together admeasuring 72,000 square meters) situated in Sector 150, Noida forming part of the Sports City Plot, bounded as under;

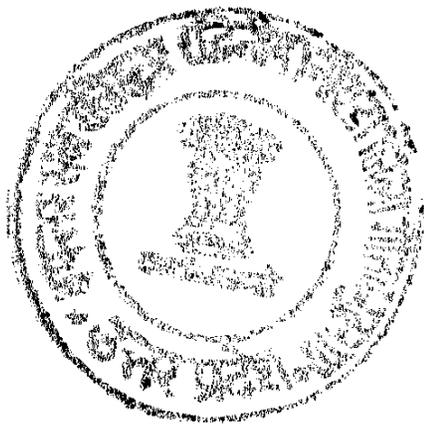
North-East: Plot No. SC-02/H&I, Sector-150, Noida

South-West: SC-02/L, Sector-150, Noida

South-East: 30 Meter wide road

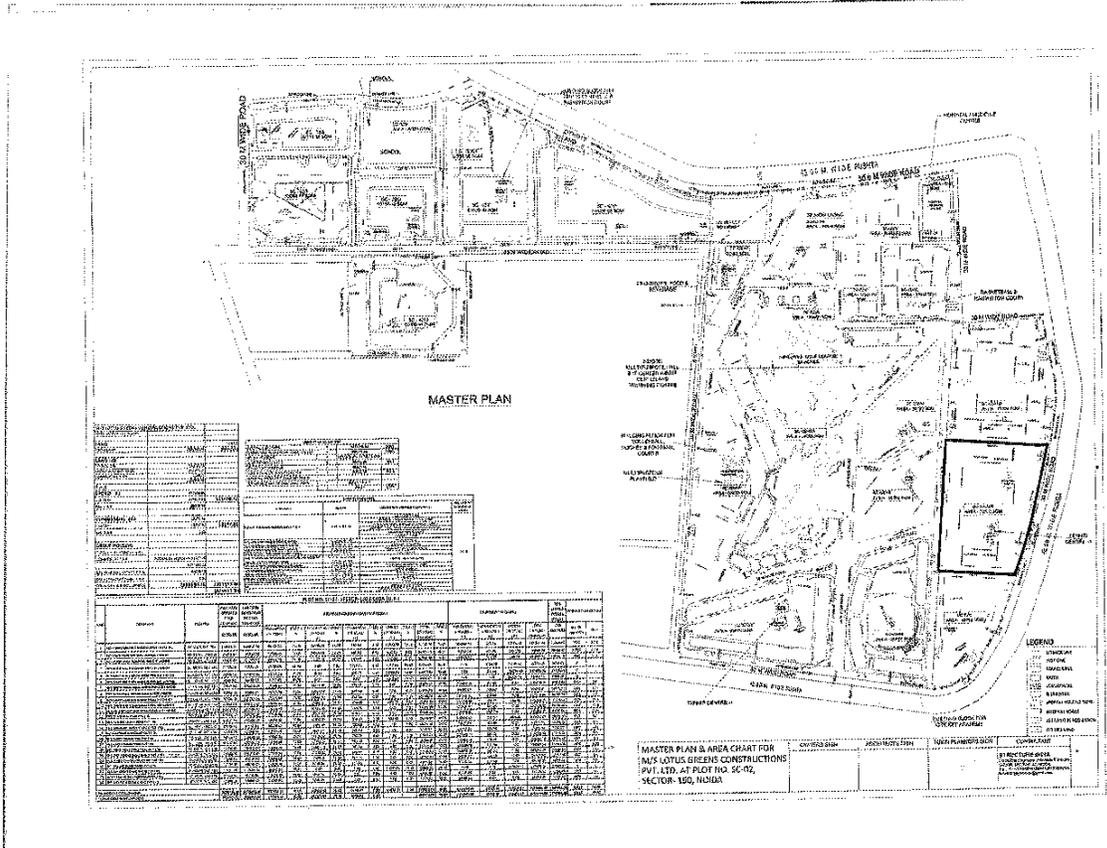
North-West: 15 Meter wide road

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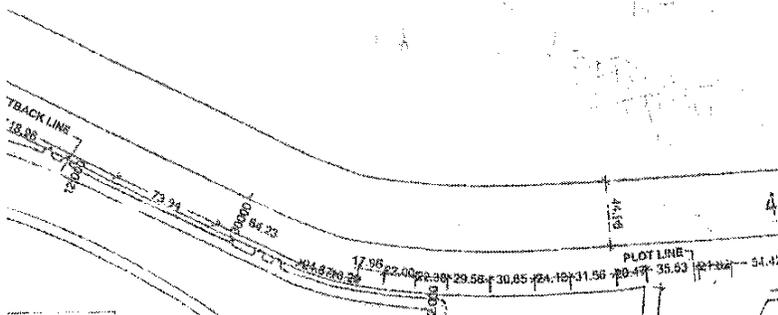


**SCHEDULE II**

**PLAN DEMARCATING THE SUBJECT PLOT**

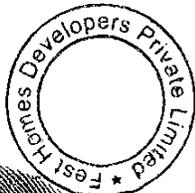


CK FOR  
RE-2 &  
COURT



FHDPL

*[Handwritten Signature]*



Developer

For HOMEKRAFT INFRA PVT. LTD.

*[Handwritten Signature]*  
Authorised Signatory

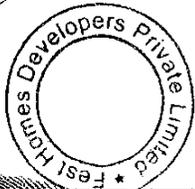
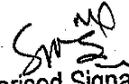




**SCHEDULE III**

**PAYMENT SCHEDULE FOR LAND COST**

Payment Schedule for the Subject Plot in relation to payment of land cost to NOIDA shall be as set forth in letter dated [REDACTED] bearing reference no. [REDACTED] issued by NOIDA in favour of FHDPL and any letter/communication issued by NOIDA pursuant to the said letter dated [REDACTED] in relation to the said payment schedule for the Subject Plot.

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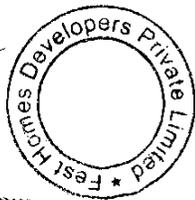
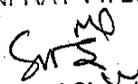


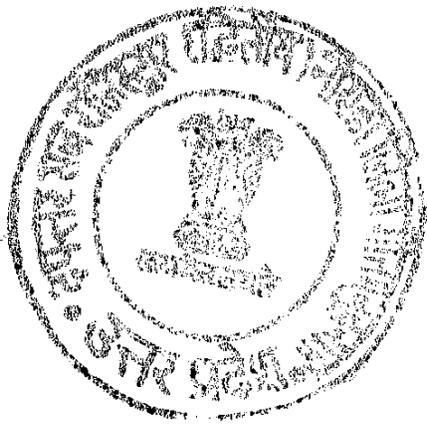


**SCHEDULE IV**

FHDPL hereby constitutes the Developer through its directors, officers, employees and authorized representatives as its agent to do any and all of the acts, deeds and things stated below in the name of and on behalf of FHDPL:

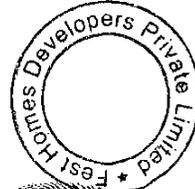
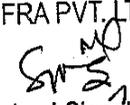
1. to enter upon the Subject Plot and take control and possession of the same for the purposes of carrying out the development of the Project in terms of the Agreement;
2. to remain in control of and enjoyment of the Subject Plot, and be responsible for the construction and development on the Subject Plot or any part thereof until the completion of the construction and development of the Project;
3. to manage the Subject Plot and the facilities constructed upon it and to deposit all types of fees, charges, security deposits, demand, dues and taxes with regard to the Subject Plot with any concerned authority, to deal with such authorities and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on the Subject Plot and to take appropriate steps in accordance with law, to abate all nuisance;
4. to carry out the Project on the Subject Plot with due sanction of the appropriate Governmental Authority and to construct and develop the Project in accordance with the sanctioned plans and specifications;
5. to pay all deposits/securities, lease rents etc. to concerned authorities, etc. for the development of the Project, if need be under the Agreement and to receive the refundable amounts out of the said amounts from the said authorities in the name of the Developer;
6. to carry on correspondence and execute deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project including for Marketing, leasing, licensing or sale of the premises to be constructed on the Subject Plot as set forth in the Agreement;
7. to appear on its own behalf and on behalf of FHDPL, before any Governmental Authority including (and not limited to) New Okhla Industrial Development Authority, Ministry of Environment, Forest and Climate Change, State Expert Appraisal Committee, State Environment Impact Assessment Authority, Uttar Pradesh Pollution Control Board, Deputy Commissioner, Land Revenue Office, Forest Office, Real Estate Regulatory Authority, Survey of India, Fire Department, Building & Other Construction Workers Department and labour, local body, public or

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private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Developer may desire or deem fit from time to time, for any permission, Approvals (including environmental approvals and fire clearances), sanction or consent required in connection with the exercise of the rights vested in it by virtue of the Agreement as required under Applicable Laws, rules, regulations, orders, notifications in relation to the Project or the Subject Plot and for the purposes incidental thereto;

8. to apply for and obtain all such Approvals (including environmental approvals and fire clearances), permissions, consents, sanctions etc. as may be required, in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, levelling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Subject Plot for becoming eligible for grant of such approvals, permissions, consents, sanctions etc as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose;
9. to make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Subject Plot by utilizing the FSI available on the Subject Plot and the Development Potential, as may be permitted in respect of the Subject Plot, in terms of the Agreement;
10. to promote and register the condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the Applicable Laws, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent FHDPL before all concerned authorities;
11. to make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component, as may be permitted under Applicable Laws (and for that purpose to make any affidavit and give undertakings as the Developer may desire or deem fit);
12. to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, consultants, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to pay

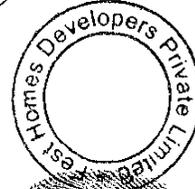
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the wages, remuneration fees etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate with them from time to time and to give them instructions as the Developer may deem fit, from time to time;

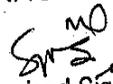
13. to apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, certificate etc. in respect of any matter in relation to the construction and development of the Project; to exercise full, free, uninterrupted, exclusive Marketing rights (as more particularly defined in the Agreement) in respect of the Saleable Area and car parking spaces in the Project; to negotiate market, sell and/ or to enter into and register agreements for sale, transfer, conveyance of the built up areas forming part of the Saleable Area in the Project and any car parking spaces and/or any additional area to be constructed and developed as a part of the Project in accordance with the Agreement, with any person for such consideration as may be determined and collected by the Developer in its bank account, and on such terms and conditions, as may be agreed by and between the Developer and such other person;
14. to exercise full, free and uninterrupted rights for allotment, sale / lease, license or any other manner of transfer or creation of third-party rights in the entire Saleable Area in the Project, car parking spaces and / or on the Subject Plot, and enter into and register agreements with such transferees as it deems fits and on such Marketing, leasing, licensing or sale, to receive the full and complete proceeds in its own name and give receipts and hand over ownership, possession, actual or constructive, use or occupation of the entire Saleable Area and car parking spaces in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Subject Plot, in such manner as may be feasible, expedient or necessary to transferee, or proposed transferee of the Saleable Area in the Project;
15. to cause mutation/recording with the Governmental Authorities, whenever necessary, of the sales/transfer/lease of the Saleable Area and car parking spaces and to make such statements effected in the revenue records;
16. to execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale of Saleable Area in the Project, sale deeds/conveyance deed, deed of apartment, agreement to lease, leave & licence agreement, tenancy or any other agreement in relation to the entire Saleable Area and car parking spaces in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Subject Plot;
17. to raise project finance / loan from any bank or a financial institution for the purposes of development of the Project in accordance with the Agreement, and to mortgage the Subject Plot and all accession / construction (present or future on the same) against

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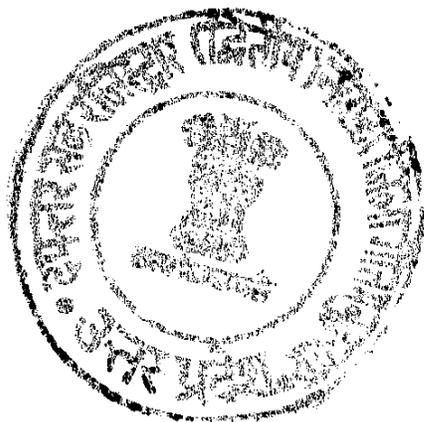


such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of FHDPL with any such bank or financial institution or any person and to do all such acts, deeds and things including to deposit title deeds relating to the Subject Plot, as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever and to pay necessary stamp duty and registration charges and to admit the execution of any such agreements / documents and/or writings in the relevant office of Sub Registrar of Assurances and for the said purpose, to do all such further acts, deeds, matters and things, as may be necessary, including to apply on behalf of FHDPL;

18. to permit home loans/housing finance to the Saleable Area Allottees in the Project and to do all such acts, deeds and things, as may be necessary, incidental or ancillary including signing of documents, affidavits, NOCs etc. as may be a requirement of the customers/buyers/ banks and/or financial institutions for grant of such loans;
19. to issue advertisements and printed material in name of the Developer and in such mode as may be deemed fit by the Developer regarding the Saleable Area constructed/to be constructed under the Project, in accordance with the Agreement, for sale of the Saleable Area in the Project, announcing the development of the Project and inviting prospective purchasers to book the Saleable Area or any part thereof and to engage broker/dealers, agents etc. for advertising, booking/sale of the Saleable Area constructed and/or proposed to be constructed in the Project, as per the Applicable Laws;
20. to protect the Subject Plot in such manner as the Developer may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order;
21. to sign and execute in the name of FHDPL and on behalf of FHDPL, agreements for the lease, transfer or conveyance, of the Saleable Area and car parking spaces in the Project on the Subject Plot, with proportionate undivided share in the entire Subject Plot or any part thereof and also to sign and execute such other documents and assurances as may be necessary for effectually transferring and vesting the Saleable Area sold/transferred in the Project in favour of the Saleable Area Allottees and to present any such document before the concerned Registrar or Sub-Registrar of Assurances and to do all acts, deeds, matters and things including executing and filing of declaration/deeds and applications for the due registration of such documents as may be required under the Indian Registration Act, 1908 and any other laws for the time being in force;
22. to maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the

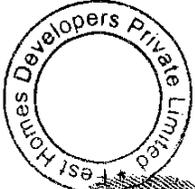
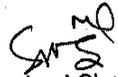
FHDPL  	Developer For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory
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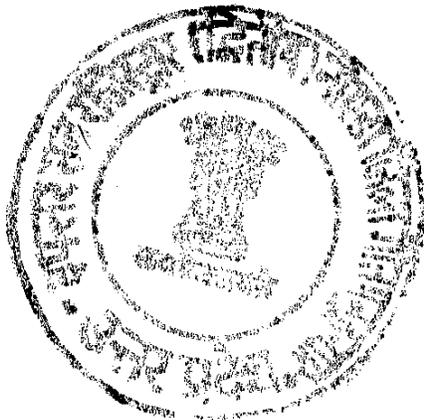
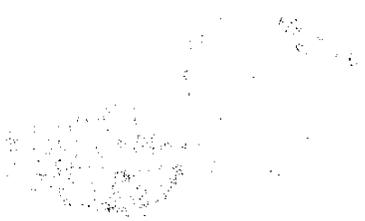


allottees / purchasers of the apartments, as per applicable law;

23. to appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the Applicable Laws relating to the registration, to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed, signed, sealed and delivered to and on behalf or in favour of FHDPL in relation to the development of the Project on the Subject Plot or any part thereof and to take all effective steps under the Indian Registration Act, 1908 for the purpose of registration of any document and take steps by way of appeal, reference, review or revision under the said Act including before Inspector General of Registration under the said Act as the Developer may desire or deem fit;
24. to undertake and execute all acts, deeds and things that may be required under or in relation to the Real Estate (Regulation and Development) Act, 2016 and all rules, notifications and directions under or in relation to the same. To appear before the Uttar Pradesh Real Estate Regulatory Authority, its appellate authority and all courts and tribunals having related jurisdiction, and defend, settle, compromise or abandon any legal proceeding and other matters concerning the Project or any part thereof;
25. to institute, conduct, defend, settle, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between the Developer and FHDPL), the development of the Project on the Subject Plot and to appear and act in all courts, original or appellate, and other Government and private offices (including the Uttar Pradesh Real Estate Regulatory Authority) and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the Developer shall think expedient and proper to do so;
26. generally to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the Saleable Area and car parking spaces in the Project on the Subject Plot and to exercise all rights vesting in the Developer under the Agreement;
27. The Developer shall be entitled to undertake / implement any of its authorisation provided herein through any of its partners or authorised representatives.

FHDPL  	Developer For HOMEKRAFT INFRA PVT. LTD.  Authorised Signatory
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AND FHDPL hereby declares that this instrument shall be equally binding on the representatives, successors, executors of FHDPL.

AND it is stated herein that the authorities stated herein shall be utilized in accordance with the Agreement and the provisions of the Agreement, including any supplementary agreements thereto, shall prevail in the event of any conflict between these presents and the Agreement.

IN WITNESS WHEREOF FHDPL has executed this General Power of Attorney on the day, month and year set forth below its signature.

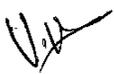
**Executant:**

SIGNED AND DELIVERED by Mr. Punit Kumar Sinha, the Director of M/s Fest Homes Developers Private Limited (authorised vide board resolution dated December 19, 2018)

**Attorney:**

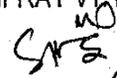
Through Mr. Syed Jafar Raza, Authrised Signatory of M/s Homekraft Infra Private Limited (authorized vide board resolution dated December 18, 2018)

**Witnesses:**

1.  Vijay Kumar  
S/o Sh. Sri Niwas  
R/o Village Nagla Am, Jalesar Raod  
Hathras, Uttar Pradesh  
Aadhar No.: 493586934120  
Mobile No.: 8743837736
  
2.  Bobby Sharma  
S/o Sh. Mangey Ram Sharma  
R/o Illahabas, Dadri, Sector 86  
Phase-2, Noida, Uttar Pradesh - 201301  
Aadhar No.: 240446012404

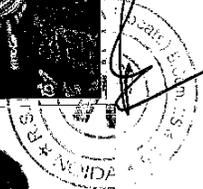


For HOMEKRAFT INFRA PVT. LTD.

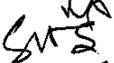


Authorised Signatory





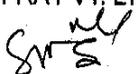
IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

<p><b>SIGNED SEALED AND DELIVERED</b></p> <p>By and within FHDPL Through its Director Mr. Punit Kumar Sinha Authorised through board resolution dated December 19, 2018</p>	
<p><b>SIGNED SEALED AND DELIVERED</b></p> <p>By and within named Developer Through its Authorised Signatory Mr. Syed Jafar Raza Authorised through board resolution dated December 18, 2018</p>	<p>For HOMEKRAFT INFRA PVT. LTD.</p> <p> Authorised Signatory</p> 

Witnesses:

  
1. Vijay Kumar  
S/o Sh. Sri Niwas  
R/o Village Nagla Am, Jalesar Raod  
Hathras, Uttar Pradesh  
Aadhar No.: 493586934120

  
2. Bobby Sharma  
S/o Sh. Mangey Ram Sharma  
R/o Illahabas, Dadri, Sector 86  
Phase-2, Noida, Uttar Pradesh - 201301  
Aadhar No.: 240446012404

<p>FHDPL</p> 	<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p> <p> Authorised Signatory</p> 
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बही संख्या 1 जिल्द संख्या 10054 के पृष्ठ 1 से 114 तक क्रमांक  
9246 पर दिनांक 22/12/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



वीरसेन

उप निबंधक : सदर द्वितीय

गौतम बुद्ध नगर

22/12/2018

पिट करें

