

Annexure C

J-5419

LEASE DEED



This lease deed made on this 1st day of August in the year Two Thousand Five between New Okhla Industrial Development Authority a body corporate constituted under section 3 of the U.P. Industrial Area Development Act 1976 (U.P. Act No.6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit include its successors of the first part and M/s Chambal Tradings Pvt.Ltd., a company within the meaning of company act 1956 having its registered office 105, Parikalp Singhal Tower, Old High Court Road, Gwalior (M.P.) through its Director Sh. Navin Kumar Gupta S/o Sh. Murari Lal Gupta R/o Loha Mandi Gwalior (M.P.), hereinafter called Lessee which expression shall unless the context does not so admit includes its successors, administrators, representatives and permitted assignees of the other part.

Whereas the demised plot (hereinafter described) for part of the land acquired by the Lessor under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up of an urban and industrial township.

And the lessor has agreed to demise and the lessee has agreed to take on lease the demised plot on the terms and conditions hereinafter appearing for the purpose of construction and setting up a Editing and Data Processing for Newspaper T.V. Film Video Audio Studio Office according to bye laws and building plans approved by the lessor on the terms and conditions hereafter contained.

NOW THE LEASE DEED WITNESSES AS FOLLOWS :

1. That in consideration of total premium of Rs. 15,09,60,000.00 (Rupees Fifteen crores nine lacs sixty thousand only) towards the land premium calculated @ Rs. 3774 per sq.mtrs out of which 30% i.e. 4,52,88,000.00 (Rupees Four crores fifty two lacs eighty eight thousand only) has been paid by the lessee to the lessor the receipt where of the lessor hereby acknowledges and balance Rs. 10,56,72,000.00 (Rupees Ten crores fifty six lacs seventy two thousand only) shall be paid to the lessor in ten half yearly equal instalment alongwith interest @ 12% per annum compounded half yearly as per the following :

CHAMBAI TRADING PVT. LTD.

Director



T. N. GOVIL
Asstt. Law Officer
New Okhla Industrial
Development Authority

For Anand Habitat Infrastructure Pvt. Ltd.

विद्यार्थी का नाम प्रा. गुणक वाग राज बंधु

पुत्र श्री

पिता

ई वर केम वर का निवा

विद्या मीनमपुत्रनवा में प्राप्त दिनांक

पुस्तक क्रमांक के निष्पन्न हेतु प्रस्तुत किया।

व्यवस्थापक
कीर्तिदास बंधु

विद्यार्थी का निष्पादन गुण व समझ के तथ्या प्राप्त प्रमाणिक
करना का क्र. वाक्य श्री
वदनाम मोहन विद्या प्रशि
ई अपने तद एवं श्रीदे की हेतिका सोलवा श्री
के रकोडाव किया।

विद्यार्थी पदनाम श्री पुत्र श्री

पिता मित्र श्री

व श्री पुत्र श्री

पुत्रा निवा श्री

व्यवस्थापक
कीर्तिदास बंधु

बाली मदे प्रतीत होते हैं बलमितीय कायी
का विस्तृत मंगुला नियमावलीक किया गया है।

व्यवस्थापक
कीर्तिदास बंधु

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

First instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.09.2005
Second instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.03.2006
Third instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.09.2006
Fourth instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.03.2007
Fifth instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.09.2007
Sixth instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.03.2008
Seventh instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.09.2008
Eighth instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.03.2009
Ninth instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.09.2009
Tenth instalment	Rs. 1,05,67,200.00 +	Interest on or before 15.03.2010

If the lessee fails to deposit instalments with interest by the specified dates the interest on defaulted amount for delayed period shall be charged @ 15% per annum compounded every half yearly on the defaulted amount for the defaulted period.

2. The lessor hereby gives the demised premises and lease on to lessee the demised plot for a period of 90 years commencing from the due date or actual date of execution of lease deed wherever is earlier.
3. And also consideration of the lease rent paid by lessee and covenants provisions and agreements herein contained and to be performed by the lessee. The lessee and the lessor doth hereby demise and lease unto lessee plot No. 37, 38 Block - A, situated at Sector - 62 in the New Okhla Industrial Development Area Dist. Gautam Budh Nagar U.P. contained by measurement of 40000 sq.mtrs bounded as follows :

ON THE NORTH
ON THE SOUTH As per site
ON THE EAST
ON THE WEST

And which said plot is referred in this lease deed as the demised plot and is more clearly delineated and shown in the attached plan. Lessee shall hold the demised plot with its appurtenances unto lease for the terms of 90 years commencing from the due date/actual date of execution of lease deed which ever is earlier except and always reserving to the lessor the following :

- (a) A right to lay water mains drains, sewers or electric wires under/above the demised plot fit deemed necessary by the lessor in developing the same.
- (b) Full right and title to mines and minerals in and under the demised plot or any part thereof.

CHAMBAL TRADINGS PVT. LTD.

Director

T. N. GOVIL
Asstt. Law Officer
New Okhla Industrial
Development Authority

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

In addition to the premium of plot the lease rent for the lease period of 90 years each year in advance on 31st July @ 2.5% per annum of the total premium i.e. equivalent to of Rs. 3774000.00 (Rupees Thirty seven lacs seventy four thousand only) to be paid by the lessee. In case of default of payment of lease rent interest @ 15% shall be charged on the defaulted amount for the defaulted period. The annual lease rent may be enhanced on expiry of every 10 years. The amount of lease rent enhanced would not be more than 50% of the amount last fixed. A supplementary deed will be executed by the lessee if the lease rent is revised.

4. The lessee shall use the plot for the setting up of their Editing and Data Processing for Newspaper T.V. Film, Video Audio Studio Office.
5. The lessee shall be liable to pay all the rates local taxes charges and assessment by whatever name called of every description in respect of the demised plot and/or building constructed thereon assessed or imposed from time to time by local or other Authority / State / Central Govt. / The Lessor.
6. That the lessee will obey and submit to all the directions or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or the health, safety or effect the convenience of the other inhabitants of the surrounding area.
7. The lessee will at their own cost construct a building on the demised plot as per floor area ratio (FAR) as applicable in accordance with the prescribed bye laws plan and building regulation.

The building will be constructed by lessee as per building regulations and directions and bye laws of the Authority. It shall be the responsibility of the lessee to get the allotted plot inspected by the authorised officer appointed by the lessor. The lessee shall write / contact the building cell department of the lessor first during the time of construction of the basement and second after completion of the plinth third after completion of lintel level.

The lessee will not make any unauthorised construction on the plot and if so will be removed / demolished by the lessor at the risk cost responsibility of the lessee. It shall be treated as breach of terms and conditions of building bye laws and lease deed.

CHAMBAL TRADINGS PVT. LTD.

Director

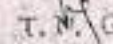


T. M. GOVIL
Asst. Law Officer
New Okhla Industrial
Development Authority

- 4
8. That the lessee will complete construction and obtain occupancy certificate from the building cell department within the validity period of the approved building plans and put the same in operation as per plans approved by the lessor within a period of five years from the actual date of execution of lease deed or due date of execution of lease deed whichever is earlier and shall obtain the completion certificate from the building cell within five years from the actual date of execution of lease deed or due date of execution of lease deed whichever is earlier failing which a levy of 4% of premium cost per annum or part thereof as applicable will be charged as extension charges being allowed by CEO Noida or his duly authorised officer. The rate of extension charges as mentioned above may be reviewed by the lessor. In the event of extension not being granted, cancellation may be effected if site remains vacant after five years of possession and the lessor may resume possession or demise it again provided that the lessee will be at liberty to remove construction if any in such eventuality.
 9. That the lessee shall have to erect and complete the construction within the specified period of five years from the actual date of execution of lease deed or due date of execution of lease deed whichever is earlier unless the lessor allows extension in exceptional circumstances and on such conditions as it may impose.
 10. That the lessee will keep the demised plot and the building therein at all time in a state of good and substantial repairs and in sanitary condition to the satisfaction of the lessor.
 11. That the lessee shall not make or permit to make any alteration in or in addition to the said or their erections would be erected in terms of para 7 on the demised plot without the prior permission in writing of the lessor and except in accordance with terms of plan, approved by the lessor or any officer authorised by the lessor or if such authorised officer requiring it to correct such deviations as aforesaid shall correct it and if lessee shall neglect to correct such deviations within a period of a calendar month after the receipt of such notice to be corrected at the expenses of the lessee which expenses the lessee hereby agrees to reimburse by paying to the lessor such amount as decided by the lessor whose decision shall be final.
 12. The stamp duty and registration charges of the lease deed as and when executed shall be borne by the lessee.
 13. That the lessee shall not be permitted to transfer the demised plot before making the unit functional and building constructed thereupon. However at the discretion of CEO the transfer may be permitted after making the unit functional and building constructed thereupon and laying transfer charges as prevailing at that time of transfer such transfer charges shall be paid to the lessor. The decision of Chairman / Chief Executive Officer for all purpose will be final and binding on the lessee.

SHAMEAJ TRADINGS PVT. LTD.


Director


T. N. GOVIL
Asstt. Law Officer
New Urban Industrial
Development Authority

14. Notwithstanding anything contained in the Clause 18, the lessee may, with the previous permission of CEO mortgage the demised plot to any Government Organisation or any Government recognised institution for raising loans for purposes of construction of the building / functioning of the institution subject to such charges & terms and conditions as decided by the lessor at the time of granting the permission the first charges shall be of the lessor on the property.

Provided that in the event of the sale or foreclosure of the mortgaged or charged property the lessor shall be entitled to claim and recover such percentage as decided by the lessor of the unearned increases in the value of the demised plot as aforesaid and the amount of the lessor share of the said unearned increase shall be first charges in the favour of the lessor and having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on the lessee.

Provided further that the lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the lessor of unearned increase as aforesaid. The lessor right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to insolvent sale or transfer it by or through execution of decree of insolvency by the court.

That the lessee shall not be allowed to be rented out the allotted premises or any part thereof. The plot cannot be transferred before making the unit functional and all such action done for transfer of the plot will be deemed as null and void ab initio.

15. That if the lessee obtain the demised plot by suppression of any fact or misrepresentation, mis-statement of fraud or if there is any breach of the condition of the lease or if the lessee does not abide by the terms & conditions of the building rules framed by the lessor or violate any terms of the lease deed the lease may be determined and the entire money paid lessee will be forfeited and the possession of the demised plot and the structure raised thereon, unless removed by the lessee within the time specified in the notice by the lessor may be taken over by the lessor and lessee will not be entitled to any compensation.

CHAMPAI INFRASTRUCTURE PVT. LTD.

Director



T. M. GOVIL

Area In-charge Officer
New Housing Scheme
Development Authority

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

16. That the lessee shall use the demised plot only for the construction for the Editing and Data Processing for Newspaper T.V. Film, Video Audio Studio Office according to the plan approved by the lessor and in accordance with the building regulations and directions formulated under the provision of U.P. Industrial Area Development Act 1976 and for no other purpose without the consent of the Lessor and subject to such terms & conditions as the lessor may impose and the lessee will not do or suffer to be done on demised plot or any part thereof anything which may create a nuisance, damage or cause annoyance or inconvenience to the lessor or the owner or occupier of the plot in the neighbourhood provided that the part of the building so constructed may be used by the lessee for the normal watch and ward staff so however that such accommodation shall be commensurate with the need.
17. That the lessee will not assign, relinquish, sublet, transfer or part with the possession of any portion of the demised plot and building thereon or cause any sub division thereof. The lessee will have in-house vehicle parking within the premises.
18. Even if permission is granted by the lessor for transfer, assignment, mortgage or subletting of the whole of the demised plot or building or both shall be subject to and the transferee assignee or the sub lessee shall be bounded all covenants and conditions herein contained and be answerable to the lessor in all respect thereof.
19. Provided always that the lessee or transferee or permitted assignee, relinquish, mortgage, sublet or transfer the demised plot and building thereon as a whole or residue on the said terms after prior and written permission of the lessor and it will deliver at its own expense to the lessor or at the lessor's officer attested copy of the assignment, relinquishment, mortgage sub letting or transfer deed together with notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other law relating to the such registration and for the time being in force.
20. That the lessee will permit the member officers and sub ordinates of the lessor and workers and other persons employed by the lessor from time to time and at all reasonable time of the day, with prior intimation to enter into and upon the demised plot and building to be erected thereon in order to inspect the same and carry on necessary works mentioned before and lessee will notice of the provisions of this sub clause to his/her/their/its tenants.
21. That the lessee will not erect or permit to be erected on any part of the demised plot any stables sheds or other structure of descriptions whatsoever for keeping horse cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.

CHAMBAL TRADING PVT. LTD.

Director



T. N. GOVIL
Asstt. Law Officer
New Okhla Industrial
Development Authority

For Anand Habitat Infrastructure Pvt. Ltd.

22. That the lessee shall not exercise its option of determining the lease nor hold the lessor responsible to the point the damages if any from fire, tempest, flood, army mob or any other irresistible force and material part of the demised plot is wholly, or partially destroyed or rendered substantially or permanently unfit for building purposes.
- 22(A) That the lessee shall keep the lessor indemnified against any or all claims for damages which may be caused to any property belonging to lessee / others in consequence of the execution of the aforesaid works as specified below or otherwise and also against claims for damages of the lessee or his workman or representative.
- a) Injures or destroys any building or part thereof or other structure continuous or adjacent to the demised premises.
 - b) Keep the foundation, tunnels or other pits on the demised premises open or exposed to weather causing any injury to continuous or adjacent building or
 - c) Digs any pits near the foundation of any building thereby causing any injury or damage to such building.
 - d) The damages under sub-clause (a) above shall be assessed by the lessor whose decision as to the extent of injury or damage or the amount payable shall be final and binding on the lessee.
 - e) The terms and conditions of allotment and building bye-laws shall be binding upon the lessee.

(B) If the lessee does not abide by the terms and conditions of the lease and building bye laws or any other rules framed or directions issued by the lessor the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor followed by forfeiture of deposits as per prevailing policy.

23. That the condition of retaining a nominee of the lessor on the governing body of the lessee shall not be binding.
24. And it is hereby agreed and declared by and between the parties to these present as follows :
- i) Notwithstanding anything contained herein above, if in the opinion of the lessor (whose decision shall be final and binding) any breach or violation of terms and conditions of the registration / allotment/lease deed or non deposit of dues & any of the covenants / conditions herein before contained and is to be observed and performed and in particular and without prejudice to the generality of the sub clause if lessee transfer(s) assign(s) relinquish(s) or mortgage(s) the whole of the demised premises before construction of a building on its part as herein before provided within the period mentioned above or if the lessee or the persons in whom the right is hereby created are adjudged insolvent.

CHALGAJI TRADINGS PVT. LTD.

Director

T. N. GOVIL
Asstt. Law Officer
New Okhla Industrial
Development Authority

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

- ii) It shall be lawful for the LESSOR, without prejudice to any other action, to re-enter the demised plot or any part thereof and determine this lease and forfeit the amount as per rules and thereupon.
- iii) If at any time of re- entering the demised plot shall not have been occupied by nor any building constructed by LESSEE, the LESSOR may re- allot the demised plot and refund the payment if any after making adjustment as required, without deducting arrears of lease / interest / extension / charges and other charges as per rules.
- iv) If at any time- entering the demised plot shall not have been occupied by any building constructed by the LESSEE, thereon, the LESSEE shall within in a period of three months from the date of re-entry remove from the demised plot all erection or building fixtures and things which at any time and during the said terms shall be affixed or get upon the demised plot and leave the same in a good condition as it was on the date of demise, and default of the same shall become the property of the LESSOR without payment of any compensation to the LESSEE for the land and building structure and things therein within the LESSEE may be paid such amount as may work out in accordance with the principle given in the sub-clause (ii) above, provided that the LESSOR may at its option agree to purchase from the LESSEE his interest in the demised plot.
- v) Any loss suffered by the LESSOR on a fresh grant of the demised plot breaches of conditions as aforesaid on part of LESSEE for or any person claiming through or under him shall be recoverable by the LESSOR.
- vi) All notice order or other documents required under the terms of the lease or under U.P. Act, No 6 of 1976 or any rule or regulation made thereunder shall be deemed to be duly served as provided under section- 43, of U.P. Urban planning and development Act, 1973 as re - enacted and notified by U.P. Residents Act, 1974 (Act no. 30 of 1974) re - enacted with modification.
- vii) The provisions of U.P. Industrial Area Development Act, 1976 and as any rules and regulations framed under the act or any direction issued shall be binding on the LESSEE and his/her/ their successor.
- viii) All power exercised by the LESSOR under this lease may be exercised by chairman / CEO. The LESSOR may also authorise any of its officers to exercise all or any of the powers by it under this rule.
- ix) Any relaxation or concession granted by the LESSOR to LESSEE shall not in any way prejudice the legal rights of the LESSOR.

CHAMBAL TRADINGS PVT. LTD.

Director



Asst. Director
New Okhla Industrial
Development Authority

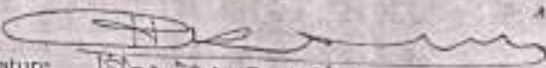
For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

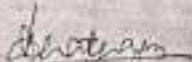
- x) Any disputes arising with regards to this deed shall be subjected to the jurisdiction of Civil Courts at Gautam Budh Nagar or High Court of Judicature at Allahabad.
- xi) The land is in peaceful possession of the LESSOR and will be accepted by LESSEE free from any encroachment and obstruction.
- xii) The Chairman / CEO of the LESSOR reserves the right to make such amendments, additions alterations or modification, in terms and conditions of the lease from time to time as he may consider just and reasonable.
- xiii) Subject to the sub- clause (ix) in case of any clarification or interpretation regarding these terms and conditions of the lease deed, the decision of Chairman CEO of the LESSOR will be final and binding on the LESSEE and his / her / their successor.
- xiv) The terms and conditions of brochure, allotment letter, lease, building bye - laws as amended from time to time shall be binding on LESSEE.

IN TESTIMONY WHEREOF THE PARTIES HERE TO HAVE SET THEIR HANDS AND SEAL ON THE DAY AND MONTH AND IN THE YEAR HEREIN ABOVE WRITTEN.

WITNESSES :

1. Signature 
 Name Rohilla Rohilla
 Father Name S/o Sh. Suresh Rohilla
 Address :- A-237, sector-19
 Noida.

~~THE LESSOR~~
 Asst. Law Officer
 New Okhla Industrial
 Development Authority

2. Signature 
 Name (Aruni) Bhartiya
 Father Name :- Shri D. S. Bhartiya
 Address :- E-17, Sector 20,
 Noida.

THE LESSEE
 GAMBAL TRADINGS PVT. LTD.


 Director


For Anand Habitat Infrastructure Pvt. Ltd.


 Authorised Signatory



दफ्तरी क्र. 7 दिनांक 1-8-2005 संख्या 453 5419-20
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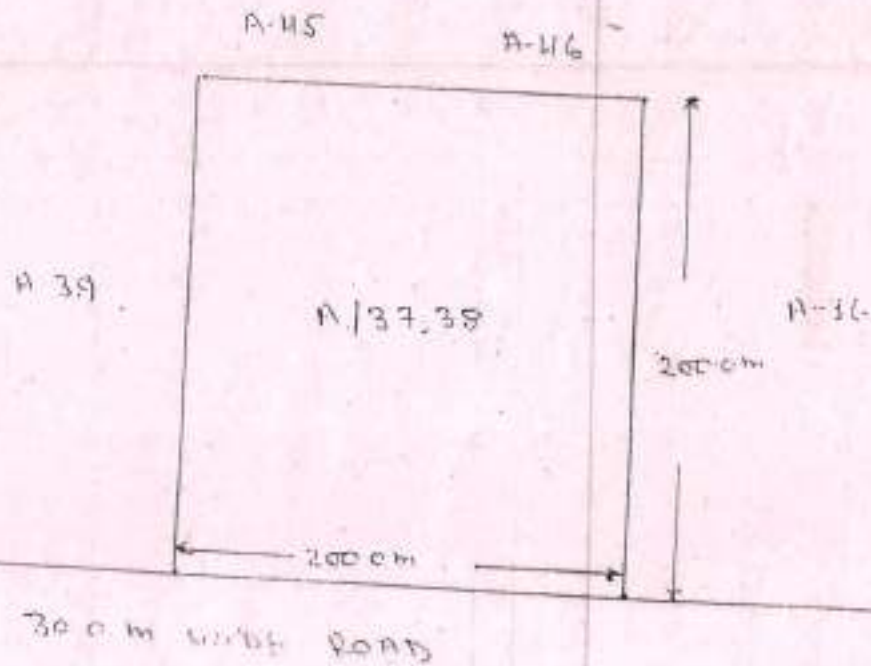
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उपनिदेशक-1, बीएस

For Anand Habitat Infrastructure Pvt. Ltd.
[Handwritten signature]
Authorised Signatory

REVISED SITE PLAN FOR PLOT NO. A 3738 SECTOR-42 NOIDA
(AS PER SITE)

(NOT TO THE SCALE)

PLOT AREA — 46000 sq.m²



10/02/05
19/7/05
J.E.

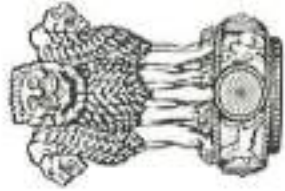
CHAMBAL

ANAND HABITAT LTD.
Director

A.P.E. (G)

T. N. GOVIL
Asst. Law Officer
New Office Industrial
Development Authority

Authorized Signatory



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

एम्प्राइंट प्रमाण

Certificate No. : IN-DL354472362692101
 Certificate Issued Date : 11-Oct-2021 02:17 PM
 Account Reference : SELFPRINT (PUNJ) dl-sellr/NEHRU/ DL-DLH
 Unique Doc Reference : SUBIN-DL0L-SEL-664241:588270777
 Purchased by : AJEE I KUMAR
 Description of Document : Article 5 General Agreement
 Property Description : AGREEMENT BETWEEN CHAMBAL TRADINGS PVT LTD AND ANAND HABITAT INFRASTRUCTURE PVT LTD
 Consideration Price (Rs.) : 1,000
 (One Thousand only)
 First Party : CHAMBAL TRADINGS PVT LTD
 Second Party : ANAND HABITAT INFRASTRUCTURES PVT LTD
 Stamp Duty Paid By : CHAMBAL TRADINGS PVT LTD
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



TO BE VERIFIED BY THE RECIPIENT

Please write or type below this line.....

This stamp paper is integral part of the agreement dated 11/10/2021 between Chambal Tradings Pvt. Ltd, Anand Habitat Infrastructure Pvt Ltd and Mr. Nikhil Kumar Anand.

For Chambal Tradings Private Limited

Director

For Anand Habitat Infrastructure Pvt. Ltd

Director



Stamp Duty Paid

1. The authenticity of the e-stamp certificate issued by the Government of National Capital Territory of Delhi is guaranteed by the Government of National Capital Territory of Delhi.
 2. The value of stamping the document is as shown in the certificate.
 3. In case of any discrepancy please refer to the Government of National Capital Territory of Delhi.

AGREEMENT

This Agreement is made and executed on this 11th day of October, 2021 at Delhi

BETWEEN

1. **M/S CHAMBAL TRADINGS PRIVATE LIMITED**, a company incorporated under the Companies Act 1956 and validly existing under the Companies Act, 2013, having its registered office at LGF-59, World Trade Centre, Babar Road, New Delhi - 110001 (hereinafter referred to as "**FIRST PARTY / LAND OWNER**") which expression shall, unless repugnant to or inconsistent with the meaning or context thereof, be deemed to mean and include its successors, administrators, and permitted assigns), acting through its directors Mr. Chander Mohan Sethi & Mr. Manit Sethi duly authorized vide resolution of its board of directors dated 4 January 2021.

2. **M/S ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the Companies Act 2013 and having its registered office C57 & C58, Double Storey, Ramesh Nagar, New Delhi - 110015 (hereinafter referred to as the "**SECOND PARTY / DEVELOPER/ PROMOTER**") which expression shall, unless repugnant to or inconsistent with the meaning or context thereof, be deemed to mean and include its successors, administrators, and permitted assigns) acting through its director Mr. Nikhil Kumar Anand duly authorized vide resolution dated 9 October 2021;

For Chambal Tradings Private Limited


Director

For Anand Habitat Infrastructure Private Ltd.


Director

FIRST PARTY

SECOND PARTY

THIRD PARTY



3. **Mr. NIKHIL KUMAR ANAND**, an individual resident of India aged 46 years son of Mr. Kapil Raj Anand, having income tax permanent account number AEGPA4132B. Aadhar No. 991542481106 and residing at House No. 35, Road No. 37, Punjabi Bagh (West), New Delhi - 110026 (hereinafter referred to as the **THIRD PARTY / CONTROLLING INDIVIDUAL**, which expression shall, unless it be repugnant to the subject or context thereof, include his administrators, executors, administrators, legal heirs, successors and permitted assigns).

WHEREAS:

- A. The First Party, Second Party and Third Party (collectively the "Parties") had entered into an Agreement dated 05.01.2021 regarding the execution and development of a real estate project over a piece and parcel of land admeasuring 20,000 sq. meters (100 Meter X 200 Meter) situated at Plot No. A-37 and A-38 Sector 62 Noida (U.P.) adjacent to Plot No. A-36 Sector 62 Noida ('Part A Land') which is more particularly defined in the said agreement dated 05.01.2021. *
- B. The Agreement dated 05.01.2021 stated that the Second Party shall be designated as the Promoter of the Project under the provisions of RERA and the First Party shall not be designated or deemed to be a Promoter / Co promoter of the Project for the purposes of RERA in any circumstances whatsoever.
- C. Now the Parties have decided to amend the Clause 9.4 of the Agreement dated 05.01.2021 and to clarify on the responsibilities of the Parties as per

For Chambal Tradings Private Limited


Director

For Arand Habitat Infrastructure Pvt. Ltd.


Director

FIRST PARTY

SECOND PARTY

THIRD PARTY

Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as "RERA"). All the remaining terms and conditions, mutual representations, covenants, assurances, promises and agreements contained in the agreement dated 05.01.2021 shall remain unaffected except what has been expressly mentioned herein under.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained in this agreement and the agreement dated 05.01.2021 and other good and valuable consideration, the Parties agree as follows:

1. The Second Party shall apply for the registration of the project under RERA.

2. OBLIGATIONS OF THE FIRST PARTY:

2.1. The First party shall be designated as the "Co-Promoter / Promoter" of the Project under the provisions of RERA with **PRERAMA** Authority and for the purposes of transfer of title of the Units to the end user i.e. the allottees through the Sub-Lease Deed(s).

2.2. The Parties expressly agree that the First Party shall not be responsible or obligated for, *inter alia*, development, construction, obtaining approvals, marketing, customer relations, any sort of refund to customers, delay interest / penalties etc. of the Project and its obligations shall be limited to what is agreed in the agreement dated 05.01.2021.

2.3. The First Party and Second Party shall execute the sub-lease deed in favour of the allottees as per the terms of the agreement dated 05.01.2021.

For Chambal Tradings Private Limited


Director

For Anand Habitat Infrastructure Pvt. Ltd.


Director

FIRST PARTY

SECOND PARTY

THIRD PARTY

3. OBLIGATIONS OF THE SECOND PARTY:

- 3.1. The Second Party shall be designated as the "Promoter" of the project under the provisions of RERA with the UP RERA Authority.
- 3.2. The Parties agree that the sale proceeds of the Units shall be collected, received and appropriated in accordance with agreement dated 05.01.2021.
- 3.3. The First Party has executed a General Power of Attorney dated 12.02.2021 in favour of the Second Party and the Second Party acknowledges and shall do and perform all lawful acts, deeds, matters and things incidental thereto and shall abide by the same.
- 3.4. The Second Party shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale/Sub-lease, agreement dated 05-01-2021 and other documents executed between the Second Party and the Allottees.
- 3.5. The Second Party shall be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force. The First Party shall at the cost of the Second Party, cooperate, as may be required, for obtaining and maintaining approvals from competent authority including completion/ occupation certificate and to make it available to the allottees as per agreement dated 05-01-2021.
- 3.6. The Second Party shall be responsible for providing maintenance services in respect of the Project in terms of agreement dated 05-01-2021.

For Chambal Tradings Private Limited


Director

For Anand Habitat Infrastructure, Pvt. Ltd.


Director

FIRST PARTY

SECOND PARTY

THIRD PARTY

3.7. The Second Party shall seek all relevant approvals from regulatory authority/competent authority in terms of agreement dated 05-01-2021 and the general power of Attorney dated 12.2.2021 executed by the First Party in favour of the Second Party.

3.8. The First party and Second party will sign the agreement for sale/ sub lease and allotment letter, format of which shall be agreed between First Party and Second Party as per RERA, executed for the allotment of unit in the project in favour of allottees as per agreement dated 05-01-2021. The First Party shall dispatch signed documents within 02 days of receipt of signed documents from Second Party.

3.9. The First Party and Second Party shall execute a registered sub-lease deed of the unit in favor of the allottee.

3.10. The Second Party after executing an agreement for sale/sub-lease deed for any unit shall not mortgage such unit, plot or building, as the case may be, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the allottee who has

- taken or agreed to take such unit.
4. All the terms, obligations, rights, responsibilities of both the parties shall be as defined under the Agreement dated 05-01-2021 and the said understanding shall continue and the both the parties agrees to abide by the same. The Agreement dated 05.01.2021 shall remain binding on each party, *inter-se*, irrespective of the obligations hereunder. The present agreement shall not change anything except the obligations with respect to the Promoter under RERA.

For Chambal Tradings Private Limited


Director

For Amand Habitat Infrastructure Pvt. Ltd.


Director

FIRST PARTY

SECOND PARTY

THIRD PARTY

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement in the presence of attesting witness, signing as such on the day first above written.



SIGNED AND DELIVERED BY THE WITHIN NAMED:

FOR M/S CHAMBAL TRADINGS PRIVATE LIMITED

For Chambal Tradings Private Limited
[Signature]
CHANDER MOHAN SETHI
For Chambal Tradings Private Limited
MANIT SETHI Director

(DIRECTOR)

(DIRECTOR)

FOR M/S ANAND HABITAT INFRASTRUCTURE PRIVATE

LIMITED
For Anand Habitat Infrastructure Pvt. Ltd.
[Signature]

NIKHIL KUMAR ANAND

(DIRECTOR)

[Signature]

FOR CONTROLLING INDIVIDUAL

NIKHIL KUMAR ANAND

WITNESSES:



[Signature]
1. Mr Gurcharan Singh Kohli

2. Mr Kuldeep Kumar Tyagi

For Chambal Tradings Private Limited
[Signature]
Director

For Anand Habitat Infrastructure Pvt. Ltd.
[Signature]
Director

FIRST PARTY

SECOND PARTY

THIRD PARTY

CHAMBAL TRADINGS PRIVATE LIMITED

Regd. Off: LGF-59, World Trade Centre Babar Road New Delhi - 110001

CIN. U52520DL1985PTC318111

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF CHAMBAL TRADINGS PRIVATE LIMITED HELD ON 4th DAY OF JANUARY 2021 AT 10.00 AM AT LGF-59, WORLD TRADE CENTRE BABAR ROAD NEW DELHI - 110001

RESOLVED that the (i) Development Agreement, (ii) power of attorney in relation to the transaction being undertaken by the Company with M/s Anand Habitat Infrastructure Private Limited and Mr. Nikhil Kumar Anand, drafts of which were placed before the meeting duly initiated by the Chairman for the purpose of identification, be and are hereby approved

RESOLVED further that Mr Chander Mohan Sethi (DIN No. 00351528) and Mr. Manit Sethi (DIN No. 07119212), directors of the Company, are hereby authorized to jointly negotiate and execute the finalised draft of the Development Agreement to be entered into with Anand Habitat Infrastructure Private Limited and Mr Nikhil Kumar Anand

RESOLVED further that Mr Chander Mohan Sethi and Mr. Manit Sethi, directors of the Company, are hereby authorized jointly to issue the power of attorney as required under the terms of aforesaid Development Agreement in favour of Anand Habitat Infrastructure Private Limited.

RESOLVED FURTHER THAT Mr Chander Mohan Sethi and Mr. Manit Sethi, directors of the Company, be and are hereby authorised to jointly negotiate, finalise and execute any other document, amendment, addendum, modification, alteration in respect of the / to the aforesaid Development Agreement or the power of attorney.

RESOLVED further that certified to copies of the aforesaid resolutions may be issued to all concerned under the joint signatures of Mr Chander Mohan Sethi and Mr. Manit Sethi, directors of the Company.

Manit Sethi
(Director)

DIN: 07119222

Chander Mohan Sethi
(Director)

DIN: 00351528

For Chambal Tradings Private Limited
Director

For Chambal Tradings Private Limited

ANAND HABITAT INFRASTRUCTURE PVT. LTD.

C-60, 1st Floor Double Storey, Ramesh Nagar, Delhi – 110015

CIN: U70100DL2020PTC371350

PIE: 0120-4915469

BOARD'S RESOLUTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ANAND HABITAT INFRASTRUCTURE PVT. LTD. HELD ON 9TH DAY OF OCTOBER 2021 AT 11:00 AM AT THE REGISTERED OFFICE OF THE COMPANY AT C-60, FIRST FLOOR, RAMESH NAGAR (DOUBLE STOREY), NEW DELHI – 110015

Resolved that an agreement be entered with M/s Chambal Tradings Pvt. Ltd. in furtherance to the Development Agreement signed between the company and M/s Chambal Tradings Pvt. Ltd. on 05.01.2021 pertaining to the property at Plot No. A-37 and A-38 situated at Sector-62, Noida District Gautam Budh Nagar, Uttar Pradesh. Mr. Nikhil Kumar Anand, director of the company (DIN: 0159984) be and is hereby authorized to sign and enter into the agreement stated hereinabove on behalf of the company.

Resolved further that Mr. Nikhil Kumar Anand be and is hereby further authorized to represent the company to sign, submit, execute, to do all such acts, things and deeds for and on behalf of the company as may be necessary to give effect to this resolution.

Resolved further that Mr. Nikhil Kumar Anand be and is hereby further authorized to negotiate, finalise and execute any other document, amendment, addendum, modification, alteration in respect to the aforesaid agreement or the Development Agreement dated 05.01.2021.

By Order of Board of Directors

For Anand Habitat Infrastructure Pvt. Ltd.


Director

Date : 9.10.2021

Place : New Delhi

For Anand Habitat Infrastructure Pvt. Ltd.



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL45519416766763T
Certificate Issued Date	: 11 Feb 2021 10:08 PM
Account Reference	: SELFPRINT (PU) dl-self NEHRU DL-DLH
Unique Doc. Reference	: SUBIN-DLDC-SELF92713848773646T
Purchased by	: PUNEET SHARMA
Description of Document	: Article 48(c) Power of attorney - GPA
Property Description	: A 37 III SECTOR 62 NOIDA UTTAR PRADESH
Consideration Price (Rs.)	: 500 (Five Hundred only)
First Party	: CHAMBAL TRADINGS PRIVATE LIMITED
Second Party	: ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED
Stamp Duty Paid By	: ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED
Stamp Duty Amount (Rs.)	: 500 (Five Hundred only)

7-1733



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT

Please write or type below this line.



CHANDAR MOHAN SETHI
6417 17003791
For Chambal Tradings Pvt. Ltd.



MANJIT SETHI
7846 0366 4152
For Chambal Tradings Pvt. Ltd.



NIKHIL KUMAR ANAND
9915 42348 1106
For Anand Habitat Infrastructure Pvt. Ltd.

Statutory Alerts

- The authenticity of this Stamp certificate depends on whether it is issued by the Government of National Capital Territory of Delhi.
- The user of electronic signature should ensure that the certificate is issued by the Government of National Capital Territory of Delhi.
- The user of electronic signature should ensure that the certificate is issued by the Government of National Capital Territory of Delhi.
- In case of any dispute, please refer to the Government of National Capital Territory of Delhi.

Director

Director

Director

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory



For Anand Habitat Infrastructure Pvt. Ltd.

A handwritten signature in blue ink, appearing to be 'K. S. K.', is written over the printed text.

Authorised Signatory

GENERAL POWER OF ATTORNEY

This General Power of Attorney (hereinafter referred to as the "GPA") is executed on this 12th day of February 2021 at Noida, U.P., by M/s Chambal Tradings Pvt. Ltd., a company incorporated under the Companies Act 1956, having its registered office at:-LGF-59, World Trade Centre, Babar Road, New Delhi-110001, (hereinafter referred to as "**CTPL or Executant**"), which expression shall unless repugnant to or inconsistent with the meaning or context thereof, be deemed to mean and include its successors, administrators and permitted assigns, acting jointly through its Directors Mr. Chander Mohan Sethi & Mr. Manit Sethi, duly authorized vide its Board Resolution dated 04.01.2021.

WHEREAS

- A. The Executant has leasehold rights over a piece and parcel of land admeasuring 40,000 sq. meters being Plot No. A-37 & A-38, situated at Sector-62, Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "**Subject Land**"), by virtue of a lease deed dated 01.08.2005 executed by the New Okhla Industrial Development Authority (hereinafter referred to as "**Noida Authority**") in favour of the Executant.
- B. By and under a development agreement dated 5 January, 2021, (hereinafter referred to as the "**Development Agreement**") executed between the Executant, M/s Anand Habitat Infrastructure Pvt. Ltd., (hereinafter referred to as '**AHIPL**) and Mr. Nikhil Kumar Anand as the "**Controlling Individual**", for

For Chambal Tradings Pvt. Ltd. For Anand Habitat Infrastructure Pvt. Ltd. (as defined under the "**Development**

Director

Director

For Anand Habitat Infrastructure Pvt. Ltd.



ATTORNEYS Director

EXECUTANT

For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory

Deed Related Detail

Deed Name POWER OF ATTORNEY		GPA	
Land Detail			
Tehsil/Sub Tehsil Sub Registrar VII		Building Type	
Village/Cha. Others			
Place (Segment) Others Ruml			
Property Type Commercial			
Property Address House No.: A 37-38 Sec 62 Noida UP		Road No.: , Others	
Area of Property 40,000.00 Sq. Meter		0.00 0.00	
Money Related Detail			
Consideration Value 0.00 Rupees		Stamp Duty Paid 500.00 Rupees	
Value of Registration Fee 1,000.00 Rupees		Pasting Fee 100.00 Rupees	
Transfer Duty 0 Rupees		Government Duty 500 Rupees	

This document of POWER OF ATTORNEY GPA

Presented by: Sh/Smt.

CHAMBAL TRADINGS PVT LTD THR
CHANDER MOHAN SETHI A

S/o, W/o

R/o

LGF 59 World Trade Centre Bahur Rd Nd

In the office of the Sub Registrar, Delhi this 15/02/2021 2:20:58PM day Monday between the hours of

Signature of Presenter

Examined admitted by the said Shri / Ms.

CHAMBAL TRADINGS PVT LTD THR CHANDER MOHAN SETHI AND MANIT SETHI

and Shri / Ms.

ANAND HABITAT INFRASTRUCTURE PVT LTD THR NIKHIL KUMAR ANAND

Who is/are identified by Shri/Smt./Km. Manpreet Singh Wason S/o W/o D/o H P S Wason R/o C /C Blk C Mansarovar Gdn Nd

and Shri/Smt./Km Hanish Mehra S/o W/o D/o R L Mehra R/o A 5C/12B Jankpuri Nd

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence

Date: 16/02/2021 13:55:25

Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

Hanish Mehra



2193400500058

Agreement") over a piece and parcel of land admeasuring 20000 sq. meters having dimensions of 100 meters x 200 meters abutting / adjacent to plot no. A-36 situated at Sector-62, Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "Part - A Land") out of the Subject Land, more particularly demarcated in blue color in Schedule-I to this GPA.

- C. In terms of the Development Agreement, AHIPL is entitled to exercise full, free and uninterrupted rights for allotment, sale/lease, license and transfer the Units comprised in the Balance Saleable Area (as defined in the Development Agreement), and the car-parking spaces and to sign and execute such agreements (including Allotment Letter/Agreements for Sale), letters, writings, etc. and to have the same registered and admit execution thereof, and also to enforce the terms, conditions and provisions of such agreements, letters, writings, etc., and/or to terminate and cancel the same, and/or to charge, collect, receive, and appropriate the sale proceeds in accordance with the Development Agreement, the entire consideration and other monies, deposits, contributions, charges, taxes and benefits which may be received by or accrue in respect thereof, and/or thereunder, and to give and pass receipts and discharges for the same and to hand over and deliver the quiet, vacant, and peaceful physical possession of the Units comprised in the Balance Saleable Area to the Unit Allottees, purchasers and acquirers thereof, as and when the same are ready and for these purposes, to do, execute and perform all necessary acts, deeds, things and matters in its sole, absolute

For Chambal Tradings Pvt. Ltd.


Director

For Chambal Tradings Pvt. Ltd.



Director

For Anand Habitat Infrastructure Pvt. Ltd.



ATTORNEYS Director

EXECUTANT

For Anand Habitat Infrastructure Pvt. Ltd.



Authorised Signatory



For Anand Habitat Infrastructure Pvt. Ltd.

A handwritten signature in blue ink, appearing to be 'A. S.', is written over the printed text.

Authorised Signatory

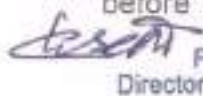
and unfettered discretion, however subject to the terms of the Development Agreement.

D. In terms of clause 30.1 of the Development Agreement, the executant has agreed to execute in favour of AHIPL a power of attorney for the purpose of authorizing and giving AHIPL all the powers and authority to apply for and to obtain all the approvals & permissions (except under the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder) for the development of the Project from concerned governmental authorities and enable it to do all acts, deeds, matters and things related thereto.

NOW KNOW ALL AND THESE PRESENTS WITNESSETH that the Executant, above-named, do hereby nominate, constitute and appoint M/s Anand Habitat Infrastructure Pvt. Ltd, a company incorporated under the Companies Act 2013, having its registered office at C-57 & C-58, Double Storey, Ramesh Nagar, New Delhi-110015, acting herein through any of its Directors/Officers/ Employees (AHIPL shall execute & issue board resolution for the said purposes to duly authorize the Director / Officers / Employees in writing), to be our true and lawful attorneys (hereinafter referred to as the "**Attorneys**"), to do, execute and perform, in our name, and for and on our behalf, all or any of the following acts, deeds, matters and things, and to exercise all or any of the following powers and authorities in terms of the Development Agreement, that is:-

1. To correspond and deal with and/or to appear and represent us before all concerned government, semi-government, local and

For Chambal Tradings Pvt. Ltd.



Director For Chambal Tradings Pvt. Ltd.

EXECUTANT

Director

For Anand Habitat Infrastructure Pvt. Ltd.

ATTORNEYS



Director

For Anand Habitat Infrastructure Pvt. Ltd.



Authorized Signatory



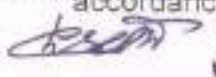
For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

public bodies/authorities, public or private utilities and service providers authorities (hereinafter collectively referred to as the "Concerned Authorities"), if required, and to procure, apply for and obtain from them all permissions, sanctions, approvals, exemptions, clearances, orders and no objection certificates for and in respect of Development over the Part - A Land if the same cannot be obtained in the name of AHIPL directly, and utilization and consumption of the Permitted FAR, Services FAR and Green FAR (as defined in the Development Agreement) in respect of Part - A Land and to fulfill and comply with all the terms and conditions thereof, and for these purposes to sign, execute and register and admit execution, (if required) all applications, statements, forms, affidavits, declarations, undertakings, indemnities and other necessary papers, documents and writings, and submit the same to the Concerned Authorities, and generally to do and perform all necessary acts, deeds, matters and things as may be required by the Attorney/s for the above-said purposes.

2. To prepare, sign and submit to the Noida Authority, and/or any concerned officers and departments of Noida Authority building plans, layout plans, other approvals and other plans, drawings, designs and specifications or any amended, revised, altered, modified, rectified building plans, layout plans, for and in respect of the development of the Project on Part - A Land and to have the same approved and sanctioned, and otherwise to do and perform all acts, deeds, matters and things in connection therewith, as may be deemed fit and proper by the Attorney in

For Chambal Tradings Pvt. Ltd.


Director

EXECUTANT

For Chambal Tradings Pvt. Ltd.


Director

Director

For Anand Habitat Infrastructure Pvt. Ltd.

ATTORNEYS


Director

For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory



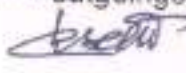
For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

the Noida Authority for obtaining intimation/s of Approvals, Plans, Amended Plans, Commencement Certificate, Occupancy, and/or Completion Certificates, and such other certificate/s and no objection certificates which may be necessary for commencing, carrying out and completing the Project.

3. To apply for and to take all necessary and incidental steps including making applications for water connections, electricity supply, drainage connection, leveling water storage facility 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 Part A Land for becoming eligible for grant of such approval, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign execute all applications, plans specifications, writing affidavits, undertakings, indemnities, deeds and documents as may be required for the aforesaid purpose.
4. To deal, correspond with, and to appear and represent us before Noida Authority utility service providers, Pollution/Fire Departments and all other concerned Authorities, in respect of obtaining permissions, and to pay and discharge all rents, utility bills, rates, taxes and all other charges, levies, dues, payments and outgoings whatsoever, which may hereafter become due and payable, in respect of or on account of development on the Part - A Land and to apply for and obtain reduction in and/or refund of the amounts thereof and the rents, utility bills, rates, taxes and all other charges, levies, dues, payments and outgoings whatsoever hereafter in respect thereof. To make,

For Chambal Tradings Pvt. Ltd.


Director

For Chambal Tradings Pvt. Ltd.

Director

For Anand Habitat Infrastructure Pvt. Ltd.

ATTORNEYS 
Director

EXECUTANT

For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory



For Anand Habitat Infrastructure Pvt. Ltd.

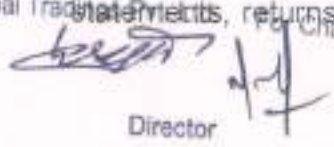
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Authorised Signatory

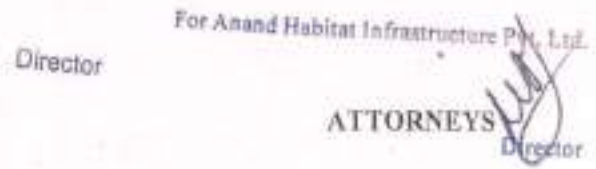
sign, execute, register and file all necessary letters, forms, undertakings, declarations, affidavits, indemnities, representations, petitions, complaints, applications, and other documents, pleadings and writings, and to arrive at any arrangements, with the Concerned Authorities in respect thereof, and if the Attorney so deems fit and proper, then to dispute or challenge any values, rates, rents, utility bills, taxes and all other charges, levies, dues, payments and outgoings whatsoever, which may be fixed, determined, charged, levied, and/or imposed, or proposed or sought to be fixed, determined, charged, levied, and/or imposed, by any of the Concerned Authorities in respect of the development of the Project on Part - A Land.

- 5. To grant and issue no objection and/or consent letters to the purchasers, allottees, transferees, lessees, and acquirers of the Units comprised in Balance Saleable Area, in respect of the creation by them of mortgages, charges, security, interests etc., over their respective Units.
- 6. To execute the sub-lease of the Units comprised in Balance Saleable Area in terms of clause 21.3 of the Development Agreement in favor of the Unit Allottees and to undertake and do all acts, deeds, matters and things as may be required in this regard and to execute all deeds, documents, writings, instruments, deeds of sub-lease, deeds of assignment, deeds of transfer, undertakings, indemnities, affidavits, letters, declarations, applications, correspondences, confirmations,

statements, returns, forms, replies and other documents, papers


For Chambal Tradings Pvt. Ltd.
Director

EXECUTANT


For Anand Habitat Infrastructure Pvt. Ltd.
Director

ATTORNEYS


For Anand Habitat Infrastructure Pvt. Ltd.
Authorised Signatory



For Anand Habitat Infrastructure Pvt. Ltd.

A handwritten signature in blue ink, appearing to be 'P. S. S.', written over the printed text.

Authorised Signatory

and writings, as may be required to be given by and/or to the Authorities and/or any other person/s, as deemed necessary by the Attorney at it's sole discretion and to admit execution of all or any of them before all concerned Offices of the Sub-Registrar of Assurances and to make payment of all monies, sums, charges, premiums deposits and other amounts as may be required in this regard to the Noida Authority and to all other authorities and persons and to apply for and receive refund thereof and to issue and pass effectual receipts and discharges for the same.

7. This GPA shall terminate automatically and simultaneously with the termination of the Development Agreement in terms thereof. This GPA shall always be subservient to the Development Agreement and the obligations of CTPL under the Development Agreement shall, at no time, be extended or enhanced by virtue of powers given hereunder or use of powers granted by virtue of these presents.

Generally, to do and perform all lawful acts, deeds, matters and things necessary for and/or incidental and/or related to all or any of the purposes aforesaid as amply, fully and effectually in all respects as we could ourselves do and perform if these presents had not been made.

AND WE HEREBY CLARIFY, AGREE, CONFIRM AND DECLARE THAT:

- a. The powers, authorities and discretions hereby given and granted to and conferred upon the said Attorney, shall be available for exercise and may be exercised by any of its assigns

(from time to time), jointly or severally and separately, and that

For Chambal Tradings Pvt. Ltd.



Director
EXECUTANT

For Chambal Tradings Pvt. Ltd.



Director

For Anand Habitat Infrastructure Pvt. Ltd.

ATTORNEYS

Director

For Anand Habitat Infrastructure Pvt. Ltd.



Authorised Signatory



For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

each of them is hereby authorized to exercise all or any of the powers, authorities and discretions hereby given and granted to and conferred upon them, and therefore, wherever the word "Attorney" is used in these presents, the same shall also mean and include "Attorneys".

- b. All and whatsoever that shall be lawfully done, executed, and/or performed by the Attorney under or by virtue of or for the purposes of these presents, shall be as good and effectual to all intents and purposes whatsoever, as if the same had been done, executed and/or performed by us.
- c. All the powers, authorities and discretions hereby given and granted to and conferred upon the Attorney, shall be exercised by them in accordance with the provisions of the Development Agreement as well as in accordance with the law in force for the time being and from time to time.

And we hereby agree and undertake to ratify and confirm all and whatsoever that the Attorney shall lawfully do or purport to do or cause to be done by virtue of these presents, and the same shall be binding upon us in the same manner as if the same was done by us.

And we hereby agree declare and confirm that this GPA and all the powers, authorities and discretions contained herein, shall not be cancelled, terminated, or countermanded under any circumstances prior to completion of the development of the Project and/or termination of the Development Agreement

For Chambal Tradings Pvt. Ltd. which ever is earlier



Director

EXECUTANT



Director

For Anand Habitat Infrastructure Pvt. Ltd.



ATTORNEYS Director

For Anand Habitat Infrastructure Pvt. Ltd.



Authorized Signatory



For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory


IN WITNESS WHEREOF we M/s Chambal Tradings Pvt. Ltd. have set our respective hands and seals at Noida the 12th day of February 2021.

Signed and Delivered for and on behalf of the withinnamed

EXECUTANT

For CHAMBAL TRADINGS PVT. LTD. Chambal Tradings Pvt. Ltd.
For Chambal Tradings Pvt. Ltd.


CHANDER MOHAN SETHI
(DIRECTOR) Director


MANIT SETHI
(DIRECTOR) Director

ATTORNEYS

For ANAND HABITAT INFRASTRUCUTRE PVT. LTD.

For Anand Habitat Infrastructure Pvt. Ltd.

NIKHIL KUMAR ANAND
(DIRECTOR)


Director

WITNESSES :

Manpreet Singh
1. MANPREET SINGH WASON
S/o Harjinder Pal Singh Wason
H/o G-1/C, Block-C
Mansarovar Garden
New Delhi
8443 4493 4751
9811078090

Hanish Mehra
2. HANISH MEHRA
S/o Ram Lubhaya Mehra
H/o A-5C/12B, Janakpuri
New Delhi
2080 7049 3460
999975654

EXECUTANT

ATTORNEYS

For Anand Habitat Infrastructure Pvt. Ltd.


Authorized Signatory

Reg. No.
58

Reg. Year
2021-2022

Book No.
4



Ist Party



IInd Party



Witness

Ist Party CHAMBAL TRADINGS PVT LTD THR CHANDER MOHAN SETHI AND MANIT SETHI

IInd Party ANAND HABITAT INFRASTRUCTURE PVT LTD THR NIKHIL KUMAR ANAND

Witness Manpreet Singh Wason, Hanish Mehra

Certificate (Section 60)

Registration No.58 in Book No.4 Vol No 1,699
on page 43 to 54 on this date 16/02/2021 1:52:01PM
and left thumb impressions has/have been taken in my presence.

day Tuesday

Date 16/02/2021 13:55:50

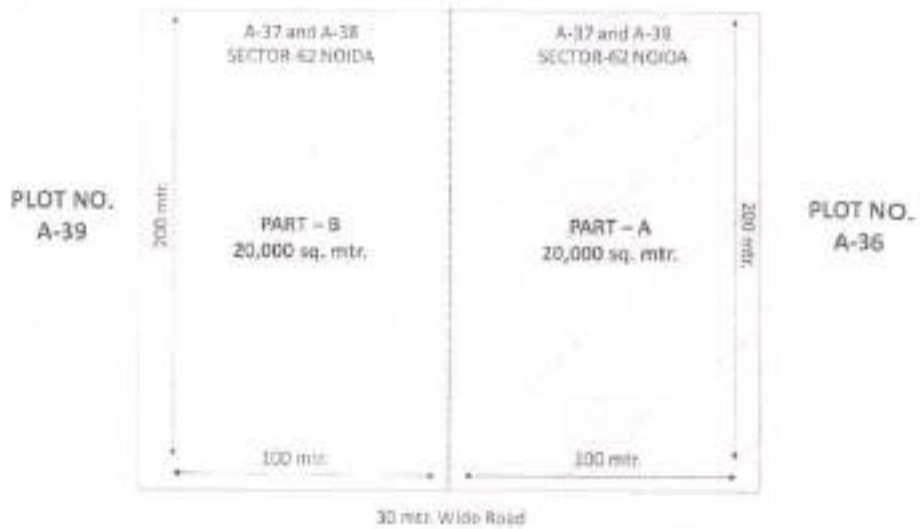



Sub Registrar
Sub Registrar VII
New Delhi/Delhi



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SCHEDULE - 'I'
[PLOT LAYOUT]



For Chambal Tradings Pvt. Ltd.

Director

For Chambal Tradings Pvt. Ltd.

Director

For Anand Habitat Infrastructure Pvt. Ltd.

Director

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

For Anand Habitat Infrastructure Pvt. Ltd.



Authorised Signatory





Government of National Capital Territory of Delhi
e-Registration Fee Receipt

Receipt No DL1284550469829
Issue Date 15-FEB-2021 12:48
ACC Reference SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE
Purchased By ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED
Registration Fees Paid By ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED
Property Description A 37 38 SECTOR 62 NOIDA UTTAR PRADESH
Purpose Article 48(c) Power of attorney - GPA

Particulars	Amount (Rs.)
Registration Fee	₹ 1,000.00
Copying Fees	₹ 100.00
Service Charges	₹ 15.00
CGST @ 9 % *	₹ 1.00
SGST @ 9 % *	₹ 1.00
Total Amount	₹ 1,117.00

(Rupees One Thousand One Hundred Seventeen Only)



Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration.
The authenticity of e-Registration Fee Receipt can be verified at website i.e.
<https://www.shcilestamp.com/Registration/>



*GSTIN Number : 07AABCS1429B12W

PAN: AABCS1429B

CIN: U67190MH1996GOI040506

SAC : 996599

PREMISES : IFCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi-110019

For Chambal Tradings Pvt. Ltd.

Director

For Chambal Tradings Pvt. Ltd.

Director

For Anand Habitat Infrastructure Pvt. Ltd.

Director

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

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For Anand Habitat Infrastructure Pvt. Ltd.



Authorised Signatory





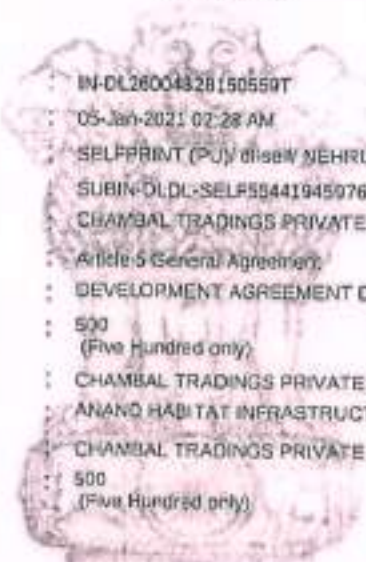
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	IN-DL26004328150559T
Certificate issued Date	05-Jan-2021 02:28 AM
Account Reference	SELFPRIINT (PU) disesw NEHRU/ DL-DLH
Unique Doc. Reference	SUBIN-DL DL-SELF55441945076081T
Purchased by	CHAMBAL TRADINGS PRIVATE LIMITED MANIT SETHI
Description of Document	Article 5 (General Agreement)
Property Description	DEVELOPMENT AGREEMENT DATED 5 JANUARY 2021
Consideration Price (Rs.)	500 (Five Hundred only)
First Party	CHAMBAL TRADINGS PRIVATE LIMITED
Second Party	ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED
Stamp Duty Paid By	CHAMBAL TRADINGS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	500 (Five Hundred only)



For Anand Habitat Infrastructure Pvt. Ltd.
[Signature]
Authorised Signatory



SELF PRINTED CERTIFICATE
TO BE VERIFIED BY THE RECIPIENT

This Stamp Paper shall form an integral part of 'Development Agreement' dated 05-01-2021 executed between Chambal Tradings Private Limited and Anand Habitat Infrastructure Private Limited and Mr. Nikhil Kumar Anand

Chambal Tradings Private Limited
[Signature]
LAND OWNER
Director

For Anand Habitat Infrastructure Pvt. Ltd.
[Signature]
PROMOTER

[Signature]
CONTROLLING INDIVIDUAL

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.stampsamba.com' or using e-Stamp Mobile App of Stock Holding.
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.

For Anand Habitat Infrastructure Pvt. Ltd.

[Signature]
Authorised Signatory



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL25843982014953T
Certificate Issued Date	: 04-Jan-2021 03:45 PM
Account Reference	: IMPACC (FR)/ d918614/ DELHV DL-DLH
Unique Doc. Reference	: SUBIN-DL91861465066322721479T
Purchased by	: MS ANAND HABITAT INFRASTRUCTURE PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MS ANAND HABITAT INFRASTRUCTURE PVT LTD
Second Party	: MS CHAMBAL TRADINGS PVT LTD
Stamp Duty Paid By	: MS ANAND HABITAT INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



For Anand Habitat Infrastructure Pvt. Ltd.

Authorized Signatory

.....Please write or type below this line.....

This Stamp Paper shall form an integral part of 'Development Agreement' dated 05-01-2021 executed between Chambal Tradings Private Limited and Anand Habitat Infrastructure Private Limited and Mr. Nikhil Kumar Anand

For Chambal Tradings Private Limited

Director

LAND OWNER

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER

Director

CONTROLLING INDIVIDUAL

Statutory Alerts

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

For Anand Habitat Infrastructure Pvt. Ltd.

Authorized Signatory



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL246735356446855
Certificate Issued Date	: 31-Dec-2020 02:36 PM
Account Reference	: IMPACC (IV) dIB10403/ DELHI/ DL-DLH
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Purchased by	: CHAMBAL TRADINGS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CHAMBAL TRADINGS PVT LTD
Second Party	: ANAND HABITAT INFRASTRUCTURE PVT LTD
Stamp Duty Paid By	: CHAMBAL TRADINGS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

For Anand Habitat Infrastructure Pvt. Ltd.

 Authorised Signatory



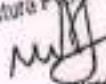
.....Please write or type below this line.....

This Stamp Paper shall form an integral part of 'Development Agreement' dated 05-01-2021 executed between Chambal Tradings Private Limited and Anand Habitat Infrastructure Private Limited and Mr. Nikhil Kumar Anand

Mr. Chambal Tradings Private Limited

LAND OWNER

Director

For Anand Habitat Infrastructure Pvt. Ltd.

 Director

PROMOTER

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

 Authorised Signatory

Authorised Signatory

DEVELOPMENT AGREEMENT

BETWEEN

CHAMBAL TRADINGS PRIVATE LIMITED

AND

ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED


AND

MR. NIKHIL KUMAR ANAND

Part – A Land

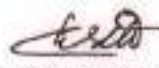
DATED: 05-01-2021


For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Tradings Private Limited


LAND OWNER


Director

PROMOTER


Director

CONTROLLING INDIVIDUAL



For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory

S. No.	Clause Name
1	Definitions
2	Interpretation
3	Development Rights
4	Consideration
5	Adjustable Security Deposit
6	Saleable Area and Built Up Area
7	Approvals
8	Green Buildings
9	RERA Registration and Compliance
10	Disposal of Units comprised in Balance Saleable Area
11	Branding of the Project
12	Brokerage Cost and Brokers
13	Cost
14	Agreed Timelines for completion and Force Majeure
15	Title Documents to Subject Land
16	Bank Accounts
17	Fund Usage Waterfall Mechanism
18	Mechanism for Payment of Land Owner Monetary Consideration
19	Withdrawal of Surplus
20	Sales MIS and Audit
21	Customer Related Sales Documents
22	Project Management Consultant, Accounting Firm, Project Specifications and Architect
23	Shareholding and Directorship
24	Obligations of the Promoter
25	Obligations and Covenants of the Controlling Individual
26	Obligations and Covenants of the Land Owner
27	Taxes, Duties and Government Levies
28	Unsold Units Comprised in the Balance Saleable Area
29	Maintenance of the Project
30	Power of Attorney
31	Indemnity
32	Representations and Warranties
33	General

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

For Chamel Trading Pvt. Ltd.

LAND OWNER

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER

CONTROLLING INDIVIDUAL

Director

Director

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

34	Confidentiality
35	Governing Law and Jurisdiction
36	Termination
37	Consequences of Termination
38	Notice
	Schedule – Layout of Subject Land



For Anand Habitat Infrastructure Pvt. Ltd.
[Signature]
Authorised Signatory

For Anand Habitat Infrastructure Pvt. Ltd.

[Signature]
LAND OWNER

[Signature]
Director
PROMOTER

[Signature]
CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.
[Signature]
Authorised Signatory

DEVELOPMENT AGREEMENT

This Development Agreement is executed on 05th day of January, 2021 at New Delhi.

BETWEEN

1. **M/S CHAMBAL TRADINGS PRIVATE LIMITED**, a company incorporated under the Companies Act 1956 and validly existing under the Companies Act, 2013, having its registered office at LGF-59, World Trade Centre, Babar Road, New Delhi - 110001 (hereinafter referred to as the **"Land Owner"** which expression shall, unless repugnant to or inconsistent with the meaning or context thereof, be deemed to mean and include its successors, administrators, and permitted assigns) **OF THE FIRST PART**, acting through its directors Mr. Chander Mohan Sethi & Mr. Manit Sethi duly authorized vide resolution of its board of directors dated 4 January 2021.

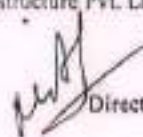
2. **M/S ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the Companies Act 2013 and having its registered office C57 & C58, Double Storey, Ramesh Nagar, New Delhi - 110015 (hereinafter referred to as the **"Promoter / Developer"** which expression shall, unless repugnant to or inconsistent with the meaning or context thereof, be deemed to mean and include its successors, administrators, and permitted assigns) **OF THE SECOND PART** acting through its director Mr. Nikhil Kumar Anand duly authorized vide board resolution dated 4 January 2021;

3. **Mr. NIKHIL KUMAR ANAND**, an individual resident of India aged 46 years son of Mr. Kapil Raj Anand, having income tax permanent account number AEGPA4132B, Aadhar No. 991542481106 and residing at House No. 35, Road No. 37, Punjabi Bagh (West), New Delhi - 110026 (hereinafter referred to as the **'Controlling Individual'**, which expression shall, unless it be repugnant to the subject or context thereof, include his administrators, executors, administrators, legal heirs, successors and permitted assigns) **OF THE THIRD PART**.

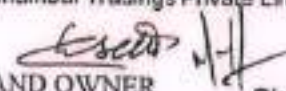
For Anand Habitat Infrastructure Pvt. Ltd.


Authorized Signatory

For Anand Habitat Infrastructure Pvt. Ltd.


Director

For Chambal Tradings Private Limited


LAND OWNER Director

PROMOTER


CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


Authorized Signatory

RECITALS:

- A. The Land Owner has leasehold rights over a piece and parcel of land admeasuring 40,000 sq. meters being Plot No. A-37 and A-38 situated at Sector – 62, Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "Subject Land"), layout of which is annexed hereto as **Schedule -A**, which is the subject matter of a lease deed dated 01 August 2005 (hereinafter referred to as the "Lease Deed") executed between New Okhla Industrial Development Authority (hereinafter referred to as "Noida Authority") and the Land Owner.
- B. The Lease Deed was registered on 01 August 2005 at the office of the Sub-Registrar, Noida bearing registration no. 5419-5420 in Book No. I, Volume No. 649 at Pages Nos. 453 to 552. The possession of the Subject Land was handed over by Noida Authority to the Land Owner on 13 August 2005 vide letter no. Noida CCD-IV/2005/959.
- C. In terms of the Lease Deed, the total FAR in respect of the Subject Land is 60,000 sq. meters (hereinafter referred to as "Permitted FAR").
- D. The Land Owner represents to the Promoter that it has paid the entire amount of lease premium as required under the Lease Deed and no dues certificates dated 22 August 2014 and 16 September 2015 issued by Noida Authority in this respect have been shared with the Developer receipt of which is duly acknowledged by the Developer.
- E. The Promoter is incorporated with the object to carry on business of construction, development of real estate projects. The Promoter confirms that as on date, it is not involved in any other business whether in real estate sector or otherwise in any capacity and represents that during the subsistence of this Agreement, it shall not be involved in any other business in real estate sector or otherwise in any capacity.
- F. In terms of the Lease Deed, the Subject Land was leased to the Land Owner for the purpose of construction and setting up of editing and data processing for Newspaper, T.V. Film, Video Audio Studio Office for the Lease Period.
- G. The Land Owner represents that the standing committee of Noida Authority in its meeting dated 25 September 2008 resolved that the project proposed to be developed on the Subject Land is eligible to be included in the category of Information Technology Enabled Services (ITES) project under the UP IT Policy 2004. A copy of the aforesaid minutes has been shared with the Promoter / Developer receipt of which is duly acknowledged by the Promoter / Developer.
- H. The Subject Land is a square sized plot having dimensions of 200 mts x 200 mts, however this Agreement is in relation to 20,000 sq. meters of land out of the Subject Land having dimensions of 100 mts x 200 mts. (hereinafter referred to as the "Part - A Land") which is adjoining / abutting plot no. A36, Sector 62, Noida, Uttar Pradesh and more particularly demarcated in Schedule A in blue color.

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Tradings Private Limited

LAND OWNER

Director


PROMOTER

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

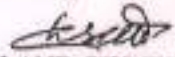
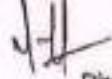
Authorised Signatory

- I. In addition to the Permitted FAR, the Promoter shall also be entitled to avail/consume the Services FAR and Green FAR, if permitted by the Governmental Authorities as per Applicable Laws, in respect of Part - A Land.
- J. The balance 20,000 sq. meters of land area out of the Subject Land with dimension of 100 mts x 200 mts adjoining / abutting plot no. A39, Sector 62, Noida, Uttar Pradesh shall be termed as the "Part - B Land" having any FAR over and above the Permitted FAR which may be available free of any charge (hereinafter referred to as the "Balance FAR") plus Additional Purchasable FAR (attributable to the Subject Land), green FAR and services FAR, if any as per Applicable Laws, attributable to Part - B Land. The Land Owner shall retain Part - B Land and Balance FAR with itself and the right to avail the Additional Purchasable FAR without any arrangement/transaction with the Promoter. The Land Owner shall have the sole discretion to deal with Part - B Land, Balance FAR (including the green FAR and services FAR proportionate to Part-B Land) and Additional Purchasable FAR without any impediment / interference from the Promoter.
- K. The Promoter, through the Controlling Individual, approached the Land Owner with a proposal that it shall develop, construct and market the Project over Part - A Land having Permitted FAR, Services FAR and Green FAR, at its own cost.
- L. The Controlling Individuals and the Promoter have represented to the Land Owner that the Promoter has the financial and technical wherewithal, construction expertise, manpower, administrative support, etc. to develop, construct and market the Project.
- M. The Land Owner represents to the Promoter that Part - A Land is free of all Encumbrances except as set out in the Lease Deed and other connected documents. The Promoter has made the aforesaid proposal only after being fully satisfied in regard of the said representation.
- N. The Land Owner has agreed to the proposal of the Promoter to develop and construct the Project over Part - A Land having Permitted FAR, Services FAR and Green FAR and market the same subject to the terms and conditions set out in this Agreement.
- O. In terms of office order dated 5 September 2011 of the Noida Authority, sub-lease of Units to Unit Allotees is permissible in IT/ITES category. A copy of the aforesaid office order has been handed over to the Promoter by the Land Owner, receipt of which is acknowledged by the Promoter.
- P. The Parties are now desirous of recording the terms of their understanding in respect of development, construction and marketing of the Project, sharing of revenues / Saleable Areas of the Project and other matters related thereto.

For Anand Habitat Infrastructure Pvt. Ltd.

 Authorised Signatory

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Tradings Private Limited


 LAND OWNER

 Director


 PROMOTER
 Director


 CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


 Authorised Signatory

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

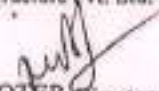
1. DEFINITIONS

- 1.1. "Act" means the Companies Act, 2013 to the extent of the provisions notified and the Companies Act, 1956 to the extent of its provisions in force and shall include any other statutory amendment or re-enactment or restatement and the rules, regulations, guidelines and notifications under law, made thereunder from time to time.
- 1.2. "Additional Purchasable FAR" means additional FAR over and above the aggregate of Balance FAR and Permitted FAR, purchasable from the Noida Authority in relation to the Subject Land which shall be availed / consumed by the Land Owner for the project proposed to be developed over Part - B Land.
- 1.3. "Adjustable Security Deposit" shall mean Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh only).
- 1.4. "Advertising and Media Cost" means aggregate of all costs, expenses incurred or to be incurred by Promoter on the advertisement, promotion and media publicity, incentives to the customers and real estate brokers for the Project. These expenses shall also include expenses incurred or to be incurred on hoarding, print media advertisements, digital marketing, banners, pamphlets, radio and TV Advertisement, dealer and investor meet, project launching expenses or expense in relation to any other advertisement or publicity with relation to the Project.
- 1.5. "Affiliates" means: (a) with respect to any Person other than a natural person, any other Person that is directly or indirectly, through one or more intermediate Persons, Controlling, Controlled by, or under common Control of such Person; and (b) with respect to any natural Person: (i) any other Person that is a Relative of such Person; and (ii) any Person that is directly or indirectly, through one or more intermediate Persons, Controlled by, or under common Control of or otherwise affiliated with such Person or the Relative of such Person.
- 1.6. "Agreed Ratio" shall mean ratio of 77.42 : 22.58 between the Promoter and the Land Owner.
- 1.7. "Agreement" shall mean this development agreement including all recitals, schedules or exhibits or annexures attached hereto or incorporated herein by reference, as may be amended or modified or novated or supplemented by the Parties from time to time in writing.
- 1.8. "Applicable Law(s)" shall mean and include UP IT Policy 2004, any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any Governmental Authority directive, guideline, policy, clearance.

For Chambal Trappings Private Limited

 LAND OWNER

Director

For Anand Habitat Infrastructure Pvt. Ltd.

 PROMOTER Director CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


Authorized Signatory

requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

- 1.9. "Approvals" shall mean, any permission, approval, sanction, certificate, consent, license, renewal, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling from any Governmental Authority required under any statute or regulation, or pursuant to any governmental policy in connection with the construction, development, operation and marketing of the Project contemplated under this Agreement.
- 1.10. "ASD - A", "ASD - B" and "ASD - C" shall have the meanings ascribed to such terms in clauses 5.4.1, 5.4.2 and 5.4.3 respectively.
- 1.11. "Balance FAR" shall have the meaning assigned to it in Recital J of this Agreement.
- 1.12. "Balance Saleable Area" shall mean Saleable Area minus Land Owner Area Share.
- 1.13. "Brokerage Cost" means brokerage/commission payable to the real estate brokers or channel partners for Sale of Units comprised in the Balance Saleable Area.
- 1.14. "Brokerage Cost Ceiling Limit" shall have the meaning assigned to it in clause 12.2 of this Agreement.
- 1.15. "Business Day" shall mean any day other than Saturday, Sunday or any other day on which scheduled commercial banks are not closed for public dealing in Noida, Uttar Pradesh and Delhi.
- 1.16. "Claims" shall mean and include any losses, liabilities, claims, damages, costs, charges and expenses, including legal and accounting fees and disbursements in relation thereto;
- 1.17. "Completion" means date of grant of the final completion or occupation certificate as per Applicable Laws in respect of the entire Project but does not include a partial completion or partial occupancy certificate.
- 1.18. "Completion Period" shall have the meaning ascribed to it in Clause 14.1 of this Agreement.
- 1.19. "Confidential Information" shall have the meaning assigned to it in clause 34.1 of this Agreement.
- 1.20. "Cure Notice" shall have the meaning ascribed to it in Clause 36.5.1 of this Agreement.

For Anand Habitat Infrastructure Pvt. Ltd.

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Tradings Private Limited

LAND OWNER

Director

PROMOTER

CONTROLLING INDIVIDUAL

Director

Authorised Signatory

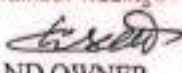
For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

- 1.21. "Customer Sale Documents" shall include application form, allotment letter, agreement for sub-lease, sub-lease deed, letter(s) of offer for possession, possession certificates, affidavits, receipts, demand letter etc. in relation to the Sale of Units.
- 1.22. "Development Rights" shall mean the rights as set out in Clause 3 of this Agreement.
- 1.23. "Dispute" shall have the meaning ascribed to it in Clause 35.2 of this Agreement.
- 1.24. "Encumbrances" means any kind of security interest of whatsoever nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, easement rights, acquisition, litigation, dispute, complaint, injunction order, 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), requisition, or any kind of attachment, court injunction, will, exchange, lease, legal flaws, claims, partition, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, conditional sales contract, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Law; (ii) power of attorney, option, right of first offer, or refusal or transfer restriction in favour of any Person; and (iii) any adverse claim as to title, possession or use or any other condition, including any legal proceedings or notices received from any Governmental Authority which may have the effect of impeding the development of the Project.
- 1.25. "FAR" means floor area ratio.
- 1.26. "Force Majeure Event" shall mean any lockdown declared by the Governmental Authorities due to any disease like Covid19, war, flood, drought, fire, cyclone, earthquake or any other natural calamity or any direction / pronouncement by judicial/quasi-judicial courts or any notification / regulation by Governmental Authorities and act of God or any other circumstance beyond the reasonable control of a Party, which has a material adverse effect on the construction and/or continuation of the Project continuously for at least 15 days provided that such circumstances / direction / pronouncement by judicial/quasi-judicial Court or any such notification / regulation by Governmental Authorities must/shall not arise due to, directly or indirectly, any act or omission of the Party which seeks to avail the benefit of such Force Majeure Event.
- 1.27. "Future Lease Rental" shall mean lease rental payable to Noida Authority pursuant to the Lease Deed for the Subject Land for all periods commencing from the date of execution of this Agreement.

For Chambai Tradings Private Limited

LAND OWNER



For Anand Habitat Infrastructure Pvt. Ltd.

Director

PROMOTER

Director



CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

For Anand Habitat Infrastructure Pvt. Ltd.
Authorised Signatory

- 1.40. "Parties" shall mean all parties to this Agreement as set out in the array of parties and Party shall be construed accordingly.
- 1.41. "Pass Through Charges" means all amount collected from Unit Allottees of the Units comprised in Balance Saleable Area and other parties towards GST, Future Lease Rental and similar charges for onward transfer / deposit to the Governmental Authorities, interest free maintenance security (IFMS), maintenance charges payable to maintenance agency appointed for the Project.
- 1.42. "Permitted FAR" shall have the meaning ascribed to it in Recital C of this Agreement.
- 1.43. "Person" means any person (including a natural person), trust, Hindu undivided family (HUF), firm, trade union, body corporate, corporation, Governmental Authority, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- 1.44. "Previous Lease Rental" shall mean lease rental payable to Noida Authority pursuant to the Lease Deed for the Subject Land up till the date of execution of this Agreement.
- 1.45. "Previous Time Extension Charges" shall mean charges and expenses which are payable to Noida Authority for extension of time for completion of construction of buildings over the Subject Land up till the date of execution of this Agreement.
- 1.46. "Project" means multi-storied buildings comprising of IT / ITES office space and institutional facilities as per Approvals under Applicable Laws along with common areas & facilities on Part - A Land having Permitted FAR, Services FAR and Green FAR.
- 1.47. "Project Approval Cost" means any charges and expenses which are required to be paid by the Promoter for obtaining sanction/ permission / Approvals in respect of the Project or otherwise pursuant to this Agreement from Governmental Authority till the Completion including but not limited to approval of maps, building drawings, Fire NOC, Environment or Pollution clearance, Airport Authority clearance, excavation noc, RERA registration, completion certificate etc.
- 1.48. "Project Cost" shall mean aggregate of Project Approval Cost, Project Development Cost, 50% of the Future Lease Rental, 50% of the Future Time Extension Charges or any other cost including project designing & architecture cost (in respect of the Part - A Land).
- 1.49. "Project Development Cost" means all cost and expenses related to Project construction, development, administrative, Advertisement and Marketing Cost and any other cost etc.
- 1.50. "Project Land Cost" means any payment which has already been paid or is required to be paid in future pursuant to the Lease Deed by the Land Owner towards premium, interest, penalty to the Noida Authority in respect of the Subject Land.

For Chambal Trading Private Limited

 LAND OWNER

 Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER Director

For Anand Habitat Infrastructure Pvt. Ltd.

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

- 1.51. "Promoter Monetary Consideration" shall mean 77.42% of the Total Distributable Revenues.
- 1.52. "Receivables" means aggregate of all cash flows / booking amount / proceeds / revenues received from the Unit Allottees / buyer / allottee(s) / customers / transferees / third parties pursuant to Sale of Units comprised in the Balance Saleable Area and shall include the basic price, preferential location charges, floor premium charges, car parking charges, club membership charges, transfer charges, lease rentals chargeable to Unit Allottees, IFMS, cancellation & forfeiture charges, holding charges, Interest on delayed payments from customers, revenues from advertisement within the Project premises, external electrification charges (EEC), fire-fighting charges (FFC), power backup charges, electrical connection charges, water charges, sewer charges, GST received from Unit Allottees, if any and any other amount received from the purchasers/ allottee(s) / transferees / third parties from the Project or Part - A Land.
- 1.53. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and rules issued thereunder by the state of Uttar Pradesh, as amended from time to time.
- 1.54. "RERA Collection Account" (100%) shall have the meaning ascribed to it in Clause 16.2.1 of this Agreement.
- 1.55. "RERA Designated Account" (70%) shall have the meaning ascribed to it in Clause 16.3.1 of this Agreement.
- 1.56. "RERA Operations Account" (30%) shall have the meaning ascribed to it in Clause 16.4.1 of this Agreement.
- 1.57. "Sale" shall include disposal of Units by way of booking / allotment / allocation / sale / sub-lease.
- 1.58. "Saleable Area" shall mean the aggregate of Saleable Area of the Units.
- 1.59. "Saleable Area of the Unit" shall mean identified or demarcated area of a Unit that can be marketed and transferred to the Unit Allottee by way of Sale.
- 1.60. "Services FAR" shall mean such percentage of Permitted FAR as prescribed by the Noida Authority under New Okhla Industrial Development Area Building Regulations, 2010, as amended or any other Applicable Laws;
- 1.61. "Subject Land" shall have the meaning ascribed to it in Recital 'A' of this Agreement;
- 1.62. "Total Distributable Revenues" shall mean Receivables (-) less Pass through Charges (-) less actual Brokerage Cost paid up to the Brokerage Cost Ceiling Limit.

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Tradings Private Limited

LAND OWNER

Director

PROMOTER

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

- 1.63. "Unit" shall mean Saleable Area of the Unit with specified Unit No. in the Project. For the sake of abundant caution, Unit shall include proportionate share in the common areas of the Project and proportionate share in Part - A Land. Units shall be construed accordingly.
- 1.64. "Unit Allottees" shall mean such Persons to whom Units are transferred by way of Sale.

2. INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 2.1. Any reference herein to any Clause, Schedule, Annexure or Exhibit is to such Clause or Schedule, Annexure or Exhibit to this Agreement. The Recitals, Schedules, Annexures and Exhibits to this Agreement shall be deemed to form an integral part of this Agreement.
- 2.2. References to a Party shall, where the context permits, include such Party's respective successors and permitted assigns and in the case of individuals will include their legal representatives, heirs and permitted assigns.
- 2.3. The headings or interpretation are inserted for convenience only and shall not affect the construction of this Agreement.
- 2.4. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns importing a gender include each of the masculine, feminine and neuter genders.
- 2.5. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be.
- 2.6. Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- 2.7. Reference to the word "include" shall be construed without limitation.
- 2.8. The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.
- 2.9. If an act is required by this Agreement to be done on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day.
- 2.10. Any word or phrase defined in the body of this Agreement as opposed to being defined in the definition section above shall have the meaning assigned to it in such definition

For Chamal Trading Private Limited
LAND OWNER

Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER
Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

2.11. The Parties have jointly drafted, negotiated and finalized this Agreement.

3. DEVELOPMENT RIGHTS

3.1. Subject to the terms of this Agreement, the Land Owner shall transfer the development rights to the Promoter in respect of Part - A Land having Permitted FAR, Services FAR and Green FAR (hereinafter referred to as "**Development Rights**") for the development of the Project. Development Rights shall mean the following:

[A] ACCESS TO PART - A LAND

- 3.1.1. Enter upon and access Part - A Land for the purpose of development & construction of the Project.
- 3.1.2. Enter upon and access Part - A Land directly and/or indirectly through its agents, managers, architects, consultants or contractors for the implementation, development, construction and Sale of Units.

[B] SALES, RENTING AND MARKETING

- 3.1.3. Exclusive Marketing, Branding, Promotion, Advertisement, Designing of sales strategies of the Project.
- 3.1.4. Sale of Units to prospective buyers / customers / allottee(s) / Unit Allottees in respect of Units comprised in the Balance Saleable Area.
- 3.1.5. Collection of Receivables of the Project.
- 3.1.6. Execute Allotment Letter with Unit Allottees for Sale of Units comprised in the Balance Saleable Area.
- 3.1.7. Issue Demand Letters, receipts, to Unit Allottees comprised in the Balance Saleable Area.
- 3.1.8. Handover Units comprised in the Balance Saleable Area to the Unit Allottees in terms of Applicable Laws;
- 3.1.9. Renting of Units being 77.42% of the Institutional Facilities comprised in the Balance Saleable Area to tenants and disposal of said Units by way of Sale to prospective buyers / customers / allottee(s) / Unit Allottees.

For Anand Habitat Infrastructure Pvt. Ltd.

[C] CONSTRUCTION

- 3.1.10. Plan, conceptualize, design, administer and execute the Project as authorised Signatory
- 3.1.11. Carry out the construction and development of the entire Project either directly or through any of its nominated contractor / agencies at its sole expense & cost.

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Trading Private Limited

LAND OWNER

Director

PROMOTER

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorized Signatory

- 3.1.12. Appoint, employ or engage, engineers, consultants, contractors, sub-contractors, labor, workmen, staff or other persons for carrying on the construction & development of the Project.
- 3.1.13. To enter any contract or terminate any contract with any contractor or service provider/vendor.
- 3.1.14. Make payments for purchase of any goods or material or for acquiring any services from third parties for the project

[D] GENERAL

- 3.1.15. To undertake accounting, customer relations management (CRM), auditing and the general administration of the Project.

[E] GOVERNMENTAL AUTHORITIES

- 3.1.16. To make, modify, withdraw applications to the concerned Governmental Authority in respect of acquiring / renewal of Approvals in respect of the Project.
- 3.1.17. To seek extension / renewal of all requisite Approvals from Governmental Authority in relation to the Project.
- 3.1.18. Deal with, appear before and file applications, declarations and sign, submit, receive/submit all documents or information with, as may be required by and under the Applicable Laws with any Governmental Authority in relation to the Project.
- 3.1.19. To carry out and comply with all the stipulations, obligations contained in the Approvals as may be obtained from time to time or as required under Applicable Laws for the Project.
- 3.1.20. To take all actions, steps, compliances or seek exemptions under Applicable Laws for the Project.
- 3.1.21. To correspond with Governmental Authorities in respect of the Project.

[F] MAINTENANCE

- 3.1.22. Manage or maintain the Project on Part - A Land (or part thereof) along with facilities / common areas either through itself or its nominated maintenance agency.
- 3.1.23. Demarcate the common areas and facilities and the limited common areas and facilities in the Project as per the sanctioned layout plans and Applicable Laws.
- 3.2. Subject to the terms of this Agreement, the Land Owner shall continue to be the lawful lessee of the Subject Land and the Promoter shall not have any rights other than the rights transferred under this Agreement in respect of the Part - A Land.
- 3.3. The Part - B Land and Balance FAR along with Additional Purchasable FAR (in respect of Subject Land) with green FAR, services FAR and other FAR shall remain in the

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Tradings Private Limited

LAND OWNER

Director

PROMOTER

Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

ownership and possession of the Land Owner and nothing in this Agreement shall be construed to affect the title or possession of the Land Owner in Part - B Land or such FAR. The rights granted to the Promoter through this Agreement shall be limited to Part - A Land having Permitted FAR, Green FAR and Services FAR only. This clause constitutes the essence of the transaction contemplated in this Agreement.

4. CONSIDERATION

- 4.1. In consideration of the Land Owner transferring the Development Rights and agreeing to the terms & conditions as set out in this Agreement:
- 4.1.1. the Promoter shall pay / transfer to the Land Owner, Land Owner Monetary Consideration along with applicable GST, as per the terms of this Agreement; and
- 4.1.2. the Promoter shall also allocate, allot, transfer and handover, free of any cost, to the Land Owner such number of Units having an aggregate area equivalent to 22.50% of the Saleable Area; and
- 4.1.3. The Promoter shall also allot to the Land Owner 22.50% of the total car parking slots in the Project, power back up facilities and other amenities / facilities in respect of Units comprised in Land Owner Area Share, as applicable, free of all charges including but not limited to external electrification charges and fire-fighting charges (consideration set out at clause 4.1.2 and 4.1.3 shall hereinafter collectively be referred to as the "Land Owner Area Share").
- 4.2. The Promoter shall pay to the Land Owner an aggregate of INR 12,00,00,000/- (Indian Rupees Twelve Crore only) which shall include the Initial Security Deposit (INR 4,50,00,000/-) and the Adjustable Security Deposit (INR 7,50,00,000/-).

5. ADJUSTABLE SECURITY DEPOSIT & INITIAL SECURITY DEPOSIT

- 5.1. The Developer shall pay the Adjustable Security Deposit and Initial Security Deposit to the Land Owner as a token of assurance of performance of its obligations pursuant to this Agreement.
- 5.2. The Promoter shall pay to the Land Owner Rs. 4,50,00,000/- (Rupees Four Crore Fifty Lakh only) (hereinafter referred to as "Initial Security Deposit") as per the following mechanism;

- 5.2.1.1. INR 1,50,00,000/- shall be paid by the Promoter to the Land Owner on or before 10 February 2021; and

For Chamber Readings Private Limited

LAND OWNER

Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER

Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

5.2.1.2. INR 3,00,00,000/- shall be paid by the Promoter to the Land Owner upon submission of the building plan pursuant to this Agreement and date on which Noida Authority generates a demand letter for allowing extension of time for completion of the construction till the date of execution of this Agreement.

5.3. The Adjustable Security Deposit shall be payable by the Promoter to the Land Owner in the following manner:

S. No.	Date	Particulars	Amount (INR)
1.	Simultaneously with the execution of this Agreement	Stage 1	4,00,00,000/-
2.	Within 20 days of date of execution of this Agreement	Stage 2	2,00,00,000/-
3.	On or before 10-02-2021	Stage 3	1,50,00,000/-
TOTAL			7,50,00,000/-

5.4. The Promoter shall be entitled to adjust the Adjustable Security Deposit, without interest, from the amount payable to the Land Owner as Land Owner Monetary Consideration in the following manner:

5.4.1. INR 2,00,00,000/- (Rupees Two Crore only) out of the total amount of Adjustable Security Deposit (hereinafter referred to as "ASD- A"), as above, shall be adjusted from the Land Owner Monetary Consideration and till this is adjusted, no amount shall be paid by the Promoter to the Land Owner as Land Owner Monetary Consideration. Once the said amount is adjusted in full, the Total Distributable Revenues shall be distributed amongst the Promoter and the Land Owner in the Agreed Ratio.

5.4.2. INR 3,00,00,000/- (Rupees Three Crore only) out of the total amount of Adjustable Security Deposit (hereinafter referred to as "ASD- B"), as above, shall be adjusted from the Land Owner Monetary Consideration in 4 equated yearly installments commencing from the expiry of 1 year from the date of registration of the Project under RERA.

5.4.3. Balance INR 2,50,00,000/- (Rupees Two Crores Fifty Lakh only) out of the total amount of Adjustable Security Deposit (hereinafter referred to as "ASD- C"), as above, shall be recovered from the Land Owner Monetary Consideration at Completion.

For Chambal Trappings Private Limited
LAND OWNER

Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER

Director

For Anand Habitat Infrastructure Pvt. Ltd.
CONTROLLING INDIVIDUAL

Authorised Signatory

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

- 5.5. The Land Owner shall utilize the amount received from the Promoter as Initial Security Deposit and Adjustable Security Deposit for payment of Previous Lease Rental, Previous Time Extension Charges etc. If any amount out of the aggregate of Initial Security Deposit and Adjustable Security Deposit remains after payment of the Previous Lease Rental, Previous Time Extension Charges etc, such amount shall be used as per the discretion of the Land Owner.
- 5.6. If the amount of Previous Lease Rental and Previous Time Extension Charges is greater than Rs. 12,00,00,000/-, then such amount (i.e. over and above Rs. 12,00,00,000/-) shall be borne and paid by the Land Owner.

6. SALEABLE AREA AND BUILT UP AREA

- 6.1. The Parties agree that the Saleable Area of the Project shall be subject to computation and measurement by a qualified architect of repute appointed by the Promoter with the consent of the Land Owner.
- 6.2. The Land Owner represents that as per the policies and procedures for institutional property management, 2009, as amended, of Noida Authority, the proportion of the IT office space in the Saleable Area of the Project shall be 85% and proportion of the institutional facilities in the Saleable Area of the Project shall be 15%. A copy of the aforesaid policy has been shared with the Promoter, receipt of which is duly acknowledged by the Promoter.
- 6.3. The Promoter agrees that the Land Owner shall be entitled to make suggestions to improve the efficiency of the Project, from time to time and the Promoter shall consider the same in the best interest of the Project.

7. APPROVALS

- 7.1. On or before 10 February 2021, the Promoter shall apply/ submit applications for obtaining all Approvals as may be required for construction, development of buildings over Part - A Land with Part - B Land depicted as land available for future development by the Land Owner only. The said approvals shall include but not limited to approval of building plans, height clearance from airport authority of India, clearance from environmental and pollution boards, permission for excavation from mining board, fire scheme approval etc.

8. GREEN BUILDING

- 8.1. The Promoter undertakes that the buildings proposed to be developed as part of the Project shall be green buildings which shall enable the Project to avail and achieve Green FAR over and above the Permitted FAR and Service FAR if any, subject to the guidelines/regulation and approval by the Governmental Authorities.

For Chambal Transfers Private Limited

 LAND OWNER

 Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER  DIRECTOR CONTROLLING INDIVIDUAL 

For Anand Habitat Infrastructure Pvt. Ltd.


 Authorised Signatory

9. RERA REGISTRATION AND COMPLIANCE

- 9.1. The Promoter shall apply for registration of the Project under RERA within a period of 15 days from the date of receiving the last of the Approvals required for applying for such registration. The Promoter shall be designated as the "Promoter" in respect of the Project and the Land Owner as the Lessee of Part-A Land, if so required.
- 9.2. The Promoter shall launch the Project for Sale of the Units only after registration of the Project under RERA.
- 9.3. The Land Owner shall facilitate and provide all the details available with it, as required or imposed by the RERA authority for registration of the Project.
- 9.4. The Promoter shall be designated as the Promoter of the Project under the provisions of RERA and the Land Owner shall not be designated or deemed to be a Promoter / Co-promoter of the Project for the purposes of RERA in any circumstances whatsoever. The Land Owner shall have no objection if it is designated as the lessee of Part - A Land for the purposes of RERA, if required.
- 9.5. The Promoter shall be responsible for complying with all provisions of RERA and other Applicable Laws in respect of the Project.
- 9.6. The Promoter shall, within 7 days of receipt or dispatch, provide a copy to the Land Owner of all correspondence exchanged between the Promoter and the Governmental Authorities in relation to the Project.
- 9.7. All withdrawals from the RERA Designated Account and RERA Operations Account shall take place strictly in compliance with the provisions of RERA and the Promoter shall ensure the same.

10. DISPOSAL OF UNITS COMPRISED IN BALANCE SALEABLE AREA

- 10.1. The Promoter undertakes that it shall dispose of by way of Sale all Units comprised in the Balance Saleable Area and distribute the Total Distributable Revenues raised from such disposal amongst itself and the Land Owner in the Agreed Ratio. For the sake of abundant caution, it is clarified that the Promoter shall neither retain any Unit out of the Balance Saleable Area nor withhold from offering the same for Sale unless otherwise set out in clause 28 of this Agreement..

11. BRANDING OF THE PROJECT

- 11.1. Each of the Land Owner and the Promoter agree that the name of the Project shall be finalized by them acting jointly in writing on or before 31 January 2021 and any change in such name may be made with the prior written consent of the Land Owner and the Promoter.

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Trade Centre Private Limited

 LAND OWNER
 Director


 Director
 PROMOTER


 CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


 Authorised Signatory

11.2. The Promoter shall apply for registration of the trademarks / trade name for the Project.

12. BROKERAGE COST AND BROKERS

- 12.1. The Promoter shall have right to appoint real estate brokers and the channel partners for the Project and commission to such brokers and channel partners shall be paid by the Promoter out of the Receivables. Also, the Land Owner in consultation with Promoter shall have the right to appoint real estate brokers for the Project.
- 12.2. The Parties agree that the maximum limit of the Brokerage Cost (hereinafter referred to as the "**Brokerage Cost Ceiling Limit**") shall be finalized jointly in writing by the Promoter and the Land Owner on a quarterly basis in advance. However, the Parties may, by mutual consent in writing, alter/change the Brokerage Cost Ceiling Limit in view of the market scenario for comparable projects.
- 12.3. The Parties agree that the Brokerage Cost shall not exceed the Brokerage Cost Ceiling Limit. In case Brokerage Cost exceeds the Brokerage Cost Ceiling Limit, then Brokerage Cost over the above Brokerage Cost Ceiling Limit shall be borne and paid solely and exclusively by the Promoter out of Promoter Monetary Consideration.
- 12.4. The Brokerage Cost up to the Brokerage Cost Ceiling Limit shall be borne and paid by the Promoter and the Land Owner in the Agreed Ratio in respect to Balance Salable Area.

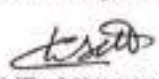
13. COST

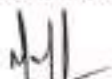
- 13.1. Subject to the provisions of this Agreement, the entire Project Cost, shall be borne and paid by the Promoter in addition to other costs as set out in this Agreement.

14. AGREED TIMELINES FOR COMPLETION AND FORCE MAJEURE

- 14.1. Subject to Force Majeure Event, the Promoter agrees and undertakes to complete the construction and development of the Project on or before the expiry of 42 months from the date of registration of the Project under RERA (hereinafter referred to as the "**Completion Period**") which may be extended for a period of 6 months at the option of the Promoter.
- 14.2. The Promoter shall commence the construction of the Project within a period of 15 days from the date on which the Project is registered under RERA.
- 14.3. On occurrence of the Force Majeure Event, the Promoter shall inform the Land Owner about the onset of the Force Majeure Event within a period of 7 days from the date of such occurrence.

For Chambal Tradings Private Limited


LAND OWNER


Director

For Anand Habitat Infrastructure Pvt. Ltd.


PROMOTER


CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory

- 14.4. The Completion Period shall stand automatically extended for the time during which the Force Majeure Event was in force provided that Promoter complies with the provisions of clause 14.3 above. It is further clarified that no liability towards the Land Owner shall fall upon the Promoter for delay due to a Force Majeure Event.
- 14.5. The Promoter shall not be obligated to pay to the Land Owner any delay interest or penalty in case the Project is not completed within the Completion Period.
- 14.6. The Promoter undertakes to perform all of its obligations as set out in this Agreement in timely manner subject to occurrence of any Force Majeure Event(s). In case the performance of any obligation of the Promoter is delayed due to onset of any Force Majeure Events then the timelines for performance of such obligation by the Promoter shall stand automatically extended by the period during which the Force Majeure Event was in existence provided that Promoter complies with the provisions of clause 14.3 of this Agreement.
- 14.7. The Land Owner undertakes to perform all of its obligations as set out in this Agreement in timely manner subject to occurrence of any Force Majeure Event(s). In case the performance of any obligation of the Land Owner is delayed due to onset of any Force Majeure Events then the timelines for performance of such obligation by the Land Owner shall stand automatically extended by the period during which the Force Majeure Event was in existence.
- 14.8. The Land Owner shall not be obligated to pay any penalty to the Promoter in case of delay in performance of its obligations as set out in this Agreement.

15. TITLE DOCUMENTS TO SUBJECT LAND

- 15.1. The Land Owner shall produce within 24 hours, the original copy of title documents related to the Subject Land as and when requested by the Promoter for the purposes of obtaining Approvals etc. However, the custody of such original title documents shall always remain with the Land Owner only.

16. BANK ACCOUNTS

- 16.1. The Promoter shall ensure that all bank accounts in relation to the Project shall be opened in a schedule commercial bank.

16.2. RERA Collection Account [100%]

- 16.2.1. The Promoter undertakes to open, establish and maintain a current account with a scheduled commercial bank which shall be nomenclated as "RERA Collection Account".

- 16.2.2. The Promoter shall ensure that all Receivables shall be received by the Promoter into the RERA Collection Account and in no other account. The Promoter further

For Anand Habitat Infrastructure Pvt. Ltd.

For Chambal Trade Centre Pvt. Limited

 LAND OWNER
 Director

PROMOTER

Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

undertakes that no other account for credit of the Receivables shall be opened without the prior written consent of the Land Owner and only in compliance with Applicable Laws.

- 16.2.3. At the end of each Business Day, all funds lying in the RERA Collection Account shall be transferred to the (a) RERA Designated Account and (b) Operations Account in the ratio of 70:30 respectively based on standing instructions issued to the bank where RERA Collection Account is maintained. The transfer of funds shall be affected by the bank automatically without requiring any instructions from the Promoter.

16.3. RERA Designated Account (70%)

- 16.3.1. The Promoter shall open, establish and maintain a current account with a scheduled commercial bank which shall be designated as "**RERA Designated Account**".
- 16.3.2. The Promoter undertakes that funds credited in RERA Designated Account shall be utilized firstly for payment of the Land Owner Monetary Consideration in the manner agreed under the Agreement and thereafter to meet the expenses for the purpose of development, construction, marketing and completion of the Project including but not limited to Project Cost.
- 16.3.3. The Parties agree that an escrow mechanism shall be created / put in place over the RERA Designated Account (70%) for payment of Land Owner Monetary Consideration.
- 16.3.4. The Promoter shall ensure that the funds lying to the credit of the RERA Designated Account shall not be utilized for any other purpose which is in breach of this Agreement and/ or RERA.

16.4. RERA Operations Account (30%)

- 16.4.1. The Promoter shall open, establish and maintain a current account with a scheduled commercial bank which shall be nomenclated as "**RERA Operations Account**".
- 16.4.2. The Promoter undertakes that funds credited to the Operations Account shall be utilized for meeting the Project Cost and other costs related to the Project.
- 16.5. Subject to clause 28.3, The Promoter shall ensure that no other bank account of the promoter for the Project or otherwise shall be opened or maintained without the prior written consent of the Land Owner.

For **Stambal Tradings Private Limited**

 LAND OWNER

 Director

For Anand Habitat Infrastructure Pvt. Ltd.


 PROMOTER
 Director


 CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


 Authorised Signatory

17. FUND USAGE WATERFALL MECHANISM

17.1. The funds lying in the RERA Designated Account shall be utilized by the Promoter in the following manner and sequence:

17.1.1. Firstly towards transfer / payment of the Land Owner Monetary Consideration on a daily basis;

17.1.2. thereafter, any balance amount shall be utilized for meeting the Project Cost or other cost associated with the Project.

18. MECHANISM FOR PAYMENT OF LAND OWNER MONETARY CONSIDERATION

18.1. The Promoter undertakes to transfer the Land Owner Monetary Consideration through RTGS / NEFT in favor of the Land Owner from time to time, in the following manner, in such bank account as may be conveyed to the Promoter by the Land Owner:

18.1.1. Subject to clause 5.3 above, the Promoter shall remit / transfer / pay 18% of the Total Distributable Revenues to the Land Owner from the RERA Designated Account through an automatic escrow mechanism on a daily basis out of fresh monies being credited in the said account;

18.1.2. Subject to Clause 5.3 above, the Promoter shall remit / transfer / pay 4.58% of the Total Distributable Revenues to the Land Owner along with GST on the Land Owner Monetary Consideration through RTGS /NEFT from the RERA Designated Account on a monthly basis on or before the 7th day of the month succeeding the month to which such payment relates.

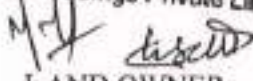
18.2. The Promoter and the Land Owner shall reconcile the accounts of each particular month within a period of seven (7) days from end of that particular month. The Land Owner shall confirm the statement regarding 'Reconciliation of Accounts' as submitted by the Promoter within 7 days from date of receipt of such statement.

18.3. After reconciliation / settlement of accounts, any shortfall / excess in the Land Owner Monetary Consideration shall be adjusted at the time of making subsequent payments.

18.4. The Promoter shall allocate the Land Owner Area Share to the Land Owner simultaneously with the receipt for approval of the building plans & RERA Registration in respect of the Project and shall allot the same to the Land Owner, within a period of 7 days from the date of obtaining registration of the Project under RERA.

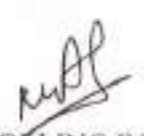
18.5. Any transfer charges payable on first transfer of Units comprised in the Land Owner Area Share from the Land Owner to the Unit Allottee, in one or more tranches, shall be free of such transfer charges. All transfer charges, by any name called, on subsequent transfer of Units comprised in the Land Owner Area Share shall be retained by the Land

For Chamba Tradings Private Limited


LAND OWNER
Director

For Anand Habitat Infrastructure Pvt. Ltd.


PROMOTER Director


CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


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Owner only. If such transfer charges area on Units comprised in the Land Owner Area Share is received by the Promoter, then the same shall be transferred to the Land Owner within 7 days of such receipt.

19. WITHDRAWAL OF SURPLUS

- 19.1. The Promoter undertakes and agrees to withdraw any surplus (i.e. balance monies remaining after settling all Project Cost and other expenses in relation to the Project) from Promoters Monetary Consideration only at Completion and after full amount of Land Owner Monetary Consideration is paid by the Promoter to the Land Owner.

20. SALES INFORMATION AND AUDIT RIGHTS

- 20.1. The Land Owner shall have the right to view, take copies of and audit the sales / maintenance records / documents in relation to the Project on a monthly basis. The Promoter shall provide all assistance and cooperation as may be required by the Land Owner in this regard.

21. CUSTOMER RELATED SALE DOCUMENTS

- 21.1. The Promoter shall execute & sign the Customer Sales Documents (except sub lease deeds in the capacity of a confirming party) in relation to the Units comprised in the Balance Saleable Area.
- 21.2. The Land Owner shall execute Sub Lease Deed in favor of Unit Allottee(s) (with the Promoter to be a confirming party, if required under Applicable Laws) for the respective Units on receipt of completion certificate from Governmental Authority for the Project subject to (a) receipt of total consideration amount from the Unit Allottee(s) and (b) Payment of the Land Owner Monetary Consideration by the Promoter.
- 21.3. In case the Land Owner fails to execute the said sub lease deed(s) even after (a) receipt of total consideration amount from the Unit Allottee(s) by the Promoter and (b) receipt of the Land Owner Monetary Consideration in respect of such Unit(s) and such failure continues for a period of 7 days from the date of written request been made by the Promoter, then in such a case, the Promoter shall be entitled to execute the sub-lease deed in respect of the Unit in question comprised in the Balance Saleable Area as an attorney (based on the power of attorney) of the Land Owner.

22. PROJECT MANAGEMENT CONSULTANT, ACCOUNTING FIRM, CONSTRUCTION SPECIFICATIONS AND ARCHITECT

22.1. PROJECT MANAGEMENT CONSULTANT

- 22.1.1. The Promoter shall appoint a project management consultant firm having the previous experience of similar work relating to minimum 20,000/- Sq meters of IT project at its sole cost, to monitor the progress of the Project. The said project

For Chambal Travels Private Limited

 LAND OWNER
 Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER  Director CONTROLLING INDIVIDUAL 

For Anand Habitat Infrastructure Pvt. Ltd.


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management consultant shall provide periodic reports not later than at monthly rests to the Parties apprising them with the status/progress of the Project. Also, the said project management consultant shall keep the Parties informed about any violation of the Approvals or deviation from the agreed parameters.

22.2. ACCOUNTING FIRM

22.2.1. The Promoter shall appoint a reputed chartered accountancy firm, at its sole cost, for review of the accounts maintained by Promoter for the Project. The said firm shall, on behalf of the Promoter, prepare & provide monthly statements along with supporting documents for accounting of Land Owner Monetary Consideration from time to time. Maximum limit of the fees of the Consultant for this purposes shall be Rupees One Lakh per month unless increased by the mutual consent of the Landowner and the Promoter.

22.3. PROJECT SPECIFICATIONS

22.3.1. The specification of the buildings / towers of the Project shall be prepared by the Promoter and finalized by the Promoter and the Land Owner jointly which shall include, inter alia, project development schedule, building / floor plans, broad specification of buildings. The Parties agree that all the buildings in the Project shall be A Grade buildings.

22.3.2. The Promoter shall construct and develop all buildings in the Project with same specifications, construction quality, material, etc. as agreed between Land Owner and Promoter.

22.4. ARCHITECT

22.4.1. The Parties agree that the principal architect for the Project shall be either of DFA Consultants Private Limited or ACPL Design Limited or Morphogenesis, Sikka & Associates, RSP Architects, DFI or other firm of similar repute with supporting architect from either of Holistics Urban Innovations Pvt. Ltd and / or Studio IAAD, and such consultants shall be appointed by the Promoter at its sole cost. Any change / replacement of the said architect shall be with the mutual consent of the Promoter and the Land Owner. However, since such Architect would be preparing and finalizing the development plans and designs for the entire development on the Subject Land including the Project on Part - A Land, all the fee and expenses for such plans and designs, so payable to the such architect, up to the preparation of building plans for submission with Noida Authority, shall be shared and borne by the Land Owner and the Promoter in the ratio of 50:50.


For Anand Habitat Infrastructure Pvt. Ltd.

or Chambal Tradings Private Limited

 LAND OWNER
 Director


 Director

PROMOTER



CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.



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23. SHAREHOLDING AND DIRECTORSHIP


- 23.1. The current shareholding of the Promoter is held by Mr. Kapil Raj Anand and Mr. Nikhil Kumar Anand in the ratio of 50 : 50. The Controlling Individual (his immediate blood relatives or Mr. Dhiraj Rehan) shall continue to hold at least 51% of the issued and paid up share capital of the Promoter and the Controlling Individual shall remain in Control of the Promoter during the subsistence of this Agreement or Completion whichever is later. The Promoter shall ensure that for affecting any change in directors or shareholding of the Promoter (other than due to death of a director), the Promoter shall require the prior written consent of the Land Owner. The balance 49% of the shareholding of the Promoter shall be held by Mr. Dhiraj Rehan, Mr. Manpreet Singh Wason and Mr. Gurcharan Singh Kohli.
- 23.2. Till Completion, Mr. Kapil Raj Anand, Mr. Nikhil Kumar Anand, and Mr. Manpreet Singh Wason shall constitute the entire board of directors of the Promoter and the Controlling Individual shall ensure the same. Any change in the composition of the board of directors of the Promoter shall require the prior written consent of the Land Owner.
- 23.3. The shareholding of the Land Owner is held by Sethi Buildwell Private Limited and Mr. Manit Sethi in equal proportion. The Land Owner shall ensure that for affecting any change in shareholders of the Land Owner (other than due to death/winding up of a shareholder), the Land Owner shall require the prior written consent of the Promoter. Further Mr. Chander Mohan Sethi and Mr. Manit Sethi shall remain the directors of the Land Owner till Completion and in case any change is required to be affected, prior approval of the Promoter shall be required.

24. OBLIGATIONS OF THE PROMOTER

- 24.1. Subject to compliance with Applicable Laws, Approvals and terms of this Agreement, the Promoter undertakes and agrees to develop and construct Project comprising of Units (including the Land Owner Area Share) at its sole cost and expense, and without requiring the Land Owner to contribute any amount towards such activities.
- 24.2. The Promoter shall not, on its own account or on behalf of the Land Owner, attempt to dispose of Part - A Land, Subject Land or any part thereof.
- 24.3. The Promoter undertakes to comply with the provision of Applicable Laws including RERA as applicable to the Project. The Promoter further undertakes to develop, construct, market and transfer Units to Unit Allottees by way of Sale strictly in compliance with Applicable Laws and this Agreement.
- 24.4. The Promoter shall, without any delay or demur, execute all documents which are required for transfer of Units comprised in Land Owner Area Share to the Land Owner or to Unit Allottees from the Land Owner.

Chambal Trading Private Limited For Anand Habitat Infrastructure Pvt. Ltd.

 LAND OWNER Director


 PROMOTER Director


 CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


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- 24.5. The Promoter shall not propose any scheme for its restructuring, merger, amalgamation without the prior written consent of the Land Owner till the (a) Completion (b) execution of sub lease deed in respect of all the Units &(c) till complete payment of Land Owner Monetary Consideration.
- 24.6. The Promoter shall not avail any other sort of finance / loan / unsecured loan / friendly loan. However, there shall not be any bar on the Promoter for raising capital by issue of its shares, provided that the Controlling Individual (his immediate blood relatives or Mr. Dhiraj Rehan) continue to hold 51% of the issued and paid up share capital of the Promoter and remain in Control of the Promoter.
- 24.7. The Promoter shall not apply to any court / tribunal for declaring itself as bankrupt / insolvent or for initiation of a corporate insolvency resolution process and shall ensure that there shall be no default towards payment of Land Owner Monetary Consideration/ vendors/ contractor/ lenders/ customers/ Unit Allottees which may adversely affect Promoter under IBC or other Applicable Laws.
- 24.8. The Promoter shall ensure that the Promoter Monetary Consideration shall be utilized towards construction and development of the Project as per the approved BOQ schedule provided by the Promoter to the Land Owner before commencement of construction of the Project.
- 24.9. The Promoter shall provide 03 designated cabins & space / storage space (earmarked) to the Land Owner at the Project site / sales office(s). The Land Owner shall not interfere in the day to day operations of the Promoter. If there are any issues noticed by any of the Parties, information regarding such issues shall be provided to the other Party separately.
- 24.10. The Promoter shall ensure that the provision of facilities and services like water tanks, STPs, electrical rooms, fire pump room etc. required for the Project shall remain separate and distinct from the provision for facilities and services required for the buildings proposed to be developed upon Part – B Land. For the sake of abundant caution, it is clarified that services and facilities for projects developed over Part – A Land and Part – B Land shall be separate and distinct.
- 24.11. The Promoter undertakes that, until Completion, it shall not be involved in any other real estate project in Noida, Greater Noida, Yamuna Expressway and Ghaziabad, in any capacity, which may compete with the Project.

25. OBLIGATIONS AND COVENANTS OF THE CONTROLLING INDIVIDUAL

- 25.1. The Controlling Individual undertakes that he shall cause the Promoter (by exercising its voting rights / shareholding / other influence over the Promoter) to perform its obligations pursuant to this Agreement.

or Chambal Tradings Private Limited

LAND OWNER Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

- 25.2. The Controlling Individual shall not use its shareholding / voting rights in the Promoter to block any action to be taken by the Promoter as are required pursuant to this Agreement. In case the Controlling Individual blocks any action required under this Agreement utilizing its voting rights / shareholding in the Promoter, it shall be deemed to be a material breach by the Controlling Individual under this Agreement.
- 25.3. The Controlling Individual acknowledges that receipt of Promoter Monetary Consideration by the Promoter shall be adequate consideration for him to enter into this Agreement and perform its obligations herein

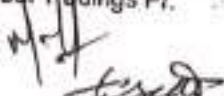
26. OBLIGATIONS, COVENANTS OF THE LAND OWNER

- 26.1. Subject to the provisions of this Agreement, the Project Land Cost in respect to Part - A Land and Previous Lease Rental and Previous Time Extension Charges in respect of the Subject Land shall be borne by the Land Owner.
- 26.2. The Land Owner shall bear and pay 50% of the Future Lease Rental and 50 % of the Future Time Extension Charges which is applicable to Part B Land.
- 26.3. IFMS received from Unit Allottees of Units comprised in the Land Owner Area Share shall be passed on / transferred by the Land Owner to the Promoter for creation of the sinking fund.
- 26.4. The Land Owner shall not bear or pay any Project Cost in any circumstances whatsoever.
- 26.5. The Land Owner shall co-operate with the Promoter to do all lawful/legal acts as and when so required by the Promoter provided that no liability should fall on the Land Owner due to such cooperation and shall not act in the manner creating hindrance, obstruction, restrictions and limitation in respect of the Project.
- 26.6. The Land Owner shall not propose any scheme for its restructuring, merger, amalgamation without the prior written consent of the Promoter till the (a) Completion of the Project (b) execution of sub lease deed in respect of all the Units in the Project.
- 26.7. The Land Owner shall not apply to any court / tribunal for declaring itself as bankrupt / insolvent or for initiation of a corporate insolvency resolution process and shall ensure that there is no default towards payment of its any dues which may adversely affect the Land Owner under IBC or other Applicable Laws.

27. TAXES, DUTIES, & GOVERNMENT LEVIES

- 27.1. The Promoter and the Land Owner shall be liable to bear and pay all direct taxes on the amount received / receivable by them out of the aforesaid distribution of the Total Distributable Revenues and neither of them will be liable or obligated to bear or pay the said direct taxes applicable to the other Party.

For Chambal Tradings Pr. Limited


LAND OWNER Director

For Anand Habitat Infrastructure Pvt. Ltd.


PROMOTER Director


CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory

- 27.2. Settlement / meeting of any demand / proceedings / claims raised / brought against a Party by the concerned Governmental Authorities shall be the sole responsibility of that particular Party against whom such demand / claims / proceedings are raised.
- 27.3. The Promoter shall deduct applicable TDS from the Land Owner Monetary Consideration at the time of making the said payment and provide the Land Owner with documentary proof of deduction and deposit of such tax with the Governmental Authorities.
- 27.4. The Promoter shall solely bear and pay all taxes, duties, levies, interest, penalties including goods and services tax (GST) in relation to or applicable to Project Cost.
- 27.5. The GST, as applicable, on Land Owner Monetary Consideration shall also be borne and paid by the Promoter with or without availing the available input tax credit and the Land Owner shall not be obligated to pay & bear GST on the Land Owner Monetary Consideration.
- 27.6. The Promoter shall charge and collect GST from the Unit Allottees as per Applicable Laws. The Land Owner shall be liable to bear and pay GST over the Land Owner Area Share on the same rate as is charged from other Unit Allottees and the same shall be paid as per Applicable Laws.

28. UNSOLD UNITS COMPRISED IN THE BALANCE SALEABLE AREA

- 28.1. The Parties agree that the Units comprised in the Balance Saleable Area which remain unsold at Completion shall be divided amongst the Promoter and the Land Owner in the Agreed Ratio.
- 28.2. After distribution of unsold Units comprised in the Balance Saleable Area, neither the Land Owner nor the Promoter shall have any right, title or interest in the Units/area distributed to the other Party.
- 28.3. After Completion of the Project and distribution of unsold Units comprised in the Balance Saleable Area, the Land Owner and the Promoter shall be entitled to open separate bank accounts for receipt of sale consideration amount of such distributed Units.

29. MAINTENANCE OF THE PROJECT

- 29.1. The Promoter shall be responsible for providing building maintenance services for the Project either on its own or through any nominated agency / entity in compliance with the Applicable Laws.

For Anand Habitat Infrastructure Pvt. Ltd.

or Chamba Tradings Private Limited

 LAND OWNER
 Director


 Director

PROMOTER


 CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


 Authorised Signatory

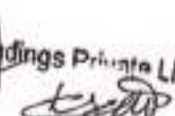
- 29.2. The Promoter or its nominated maintenance agency is entitled to collect building maintenance charges, electricity charges / power backup charges and maintenance related charges from all the Unit Allottees on monthly basis / advance basis.

30. POWER OF ATTORNEY

- 30.1. The Land Owner shall execute a power of attorney and get it registered in favour of the Promoter within 10 days of the execution of this Agreement authorizing and empowering the Promoter to apply for and obtain all the Approvals on behalf of or in the name of the Land Owner and subject to clause 21.3 above, to execute & get registered the sub-leased deed(s) of the Units in the Balance Saleable Area on behalf of or in the name of the Land Owner and the Power of Attorney will be valid and subsisting till the execution of sub lease deed in respect of Balance Saleable Area or termination of this Agreement whichever is earlier.
- 30.2. The Promoter shall indemnify and keep the Land Owner harmless against all claims / losses / expenses / costs / penalties / cess etc. which may be imposed on or against the Land Owner due to improper use by the Promoter of the power given by the Land Owner pursuant to clause 30.1 above.
- 30.3. The power of attorney executed pursuant to clause 30.1 of this Agreement shall terminate automatically with the termination of this Agreement.

31. INDEMNITY

- 31.1. The Promoter undertakes to keep the Land Owner indemnified and agree to defend and to keep the Land Owner harmless from and against any and all Claims actually suffered by the Land Owner due to and as a result of any breach of any obligation / agreement / covenant / representation / assurance / warranty of the Promoter as set out in this Agreement, provided however such breach has not occurred as a consequence of any Force Majeure Event or any breach of this Agreement by the Land Owner.
- 31.2. The Land Owner undertakes to keep the Promoter indemnified and agree to defend and to keep the Promoter harmless from and against any and all Claims actually suffered by the Promoter due to and as a result of any defect in title of Part - A Land and / or breach of any obligation / agreement / covenant / representation / assurance / warranty of the Land Owner as set out in this Agreement, provided however such breach has not occurred as a consequence of any Force Majeure Event or a breach of this Agreement by the Promoter.
- 31.3. The Promoter further agrees to keep the Land Owner indemnified and agrees to defend and to keep the Land Owner harmless from and against any and all Claims / disputes / litigations brought by Unit Allottee(s) against the Land Owner due to any breach of terms of allotment agreed between the Promoter and the said Unit Allottee(s).

For Chamal Tradings Private Limited

 LAND OWNER
 Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER  Director  CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


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32. REPRESENTATIONS AND WARRANTIES

- 32.1. Each of the Parties represents and warrants to other Parties as follows:
- 32.1.1. it is duly incorporated and existing under the laws of the jurisdiction of its incorporation in case if the Party is a body corporate;
 - 32.1.2. it has full power, authority and financial wherewithal to enter into, execute and deliver this Agreement and to perform its obligations contemplated and agreed in this Agreement;
 - 32.1.3. the execution and delivery of this Agreement and the performance of the actions contemplated herein has been duly authorised by all necessary corporate or other actions of such Party;
 - 32.1.4. in case if the Party is a body corporate, it is not subject to any petition / application/ suit which is pending for liquidation, winding up, merger, amalgamation, restructuring, dissolution or initiation of corporate resolution process of such Party under Applicable Laws;
 - 32.1.5. in case if the Party is an individual, it is not subject to any proceedings for declaring such Party as insolvent or bankrupt;
 - 32.1.6. there is no Litigation to which any of the Parties is a party which disqualifies either of the Parties to enter into or perform this Agreement;
 - 32.1.7. this Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms and conditions.
 - 32.1.8. the execution, delivery and performance of this Agreement by such Party and the performance of the actions contemplated hereby will not: (a) violate any provision of its organisational or governance documents; (b) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Authority (c) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a Party or by which it is bound; (d) violate any order against, or binding upon it or upon its respective securities, properties or businesses.
- 32.2. The Parties are aware of the risk associated with the applying to Noida Authority for approval of Building plans for the Project, extension of time for completion of construction of the Project and after having considered such risks, they have agreed to enter into this Agreement at their own volition without any inducement from the other Party.
- 32.3. The Promoter represent and warrant to the Land Owner that the Promoter is not currently involved in any other business venture and further represent that the Promoter shall not be involved, in future, in any other business venture during the subsistence of this Agreement. The Promoter accepts that this restriction is reasonable for the success of the Project and insulating the Project from possible negative effects of any other business venture.

For Chambal Trading Private Limited For Anand Habitat Infrastructure Pvt. Ltd.

LAND OWNER

Director

PROMOTER

Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

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- 32.4. The Promoter represents and warrants to the Land Owner that it has the financial and technical wherewithal to construct, develop, market and transfer the Units to the Unit Allottees by way of Sale.
- 32.5. The Land Owner represents and warrants to the Promoter that Part - A Land is free of all Encumbrances except as set out in the Lease Deed and other connected documents.

33. GENERAL

- 33.1. Except as otherwise set out in this Agreement, this Agreement is being entered into on a principal to principal basis by the Parties and shall not constitute the Promoter as the legal representative or agent of the other Parties.
- 33.2. The Parties shall not have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party. Except as may be specifically provided in this Agreement, the Land Owner shall not assume or be responsible for any liability or obligation of any nature, or any liability or obligation that arises from any act or omission of the Promoter howsoever or whenever arising.
- 33.3. Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 33.4. This Development Agreement (03 Original copies) shall be executed by the Land Owner & Promoter. Two original executed copies of this Agreement shall be retained by the Land Owner and one (1) original executed copy of the Agreement shall be retained by the Promoter respectively.
- 33.5. No variation of this Agreement or any terms hereof shall be binding on any Party unless such variation is in writing and signed by each Party.
- 33.6. None of the Parties shall assign any or all of its rights or obligations as set out or arising out of this Agreement without consent of the other Parties to this Agreement.
- 33.7. 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.
- 33.8. Each Party will bear its own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement and all other documents contemplated herein.

For Chambal Tradings Private Limited

 LAND OWNER
 Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER Director CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


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- 33.9. If any provision of this Agreement is invalid, unenforceable or prohibited by any Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 33.10. This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.
- 33.11. If this Agreement is required to be registered under the provisions of the Registration Act, 1908 or otherwise, all expenses in relation to such registration shall be borne and paid by the Promoter only.
- 33.12. The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.
- 33.13. The Parties agree and acknowledge that the provisions of this Agreement are reasonable and are in accordance with the discussion between the Parties pertaining to the subject matter hereof.
- 33.14. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior agreements, arrangements, documents or understandings relating to such subject matter.
- 33.15. Clauses 1 (Definition), 2 (Interpretation), 31 (Indemnity), 32 (Representations and Warranties), 33 (General), 34 (Confidentiality), 35 (Governing law and Dispute Resolution,) 37 (Consequences of the Termination), 38 (Notice) shall survive the termination of this Agreement.

34. CONFIDENTIALITY

- 34.1. This Agreement, its existence and all information (in any form whatsoever) (collectively the "**Confidential Information**") exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and may not be disclosed to any third party. Each Party 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, consultants and representatives of a Party, who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- 34.1.1. is disclosed to employees, legal advisers, auditors and other consultants of a Party, on a need to know basis, provided such persons undertake similar confidentiality obligations to those set forth herein;

For Chambal Tradings Private Limited

 LAND OWNER
 Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER

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Director

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- 34.1.2. is disclosed with the prior written consent of the Party who supplied the information;
- 34.1.3. is, at the date this Agreement 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;
- 34.1.4. is required to be disclosed pursuant to Applicable Law or order of any Governmental Authority;
- 34.1.5. 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
- 34.1.6. is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

35. GOVERNING LAW AND JURISDICTION

- 35.1. This Agreement shall be governed by and construed in all respects in accordance with the laws of India.
- 35.2. All disputes or differences between Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement ("Dispute"), shall at the first instance be resolved through good faith discussions between the senior officials of the Parties to such Disputes, where discussions shall begin promptly after a Party has delivered to the other Party a written request for such consultation.
- 35.3. If the Parties are unable to resolve the Dispute in question within 30 days of the commencement of such discussions, then the Dispute shall be referred to and finally resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date.
- 35.4. The Land Owner and the Promoter (acting collectively with the Controlling Individual) shall appoint one (1) arbitrator each and the two arbitrators so appointed shall mutually appoint the third arbitrator.
- 35.5. The seat and venue of such arbitration shall be at New Delhi and the arbitration proceedings shall be conducted in English language.
- 35.6. The arbitral award shall be in writing, shall state the reasons for the award, and shall be final and binding on the Parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements.


or Chamba Tradings Private Limited


LAND OWNER **Director**

For Anand Habitat Infrastructure Pvt. Ltd.


PROMOTER

Director


CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory

- 35.7. Subject to clauses No 35.2 to 35.6, the Parties agree to be subject to the exclusive jurisdiction of courts at New Delhi for adjudication of all matters, issues arising out of / related / connected to arrangement contained in this Agreement.
- 35.8. Notwithstanding anything to the contrary contained in this Agreement, it is agreed amongst the Parties that any dispute between the directors & shareholders of the Promoter or between the Controlling Individual and the Promoter shall not be considered a Dispute under this Agreement. Similarly, any dispute between the Land Owner and its directors / shareholders shall not be deemed to be a Dispute under this Agreement.
- 35.9. The Parties agree that each of them shall be entitled to resort to the dispute resolution mechanism set out in this Agreement for seeking specific performance of obligations of other Party which delays or refuses to perform its obligations as set out in this Agreement.

36. TERMINATION

- 36.1. This Agreement shall stand terminated automatically, if the Noida Authority (i) refuses to grant/ extend required time for construction and completion of the Project under the Agreement; or (ii) does not grant approval of the building plans for the Permitted FAR, Services FAR and Green FAR in relation to the Project for Part A Land.
- 36.2. Notwithstanding anything to the contrary set out in this Agreement, this Agreement shall stand terminated automatically in case the Promoter is not able to pay the entire amount of the Initial Security Deposit and / or the Adjustable Security Deposit as per the schedule set out in this Agreement.
- 36.3. The Promoter and the Land Owner, may, at any time mutually decide in writing to terminate this Agreement on such terms as may be mutually agreed between them in writing.
- 36.4. Events of Defaults – Each of the following events shall constitute an event of default under this Agreement:
- (i) The Promoter expresses its inability to perform its obligations under this Agreement for the reasons attributable/related to the Promoter, or
 - (ii) The construction of the Project is stopped for a continuous period of 90 days despite there being sufficient funds to continue the construction of the Project, or
 - (iii) Any utilization of funds lying in the RERA Designated Account, RERA Operations Account by the Promoter which is in not in compliance with the Applicable Laws or provisions of this Agreement.
 - (iv) Default in payment of Land Owner Monetary Consideration by the Promoter to the Land Owner as per the terms of this Agreement.

or Chambal Tradings Private Limited

 LAND OWNER Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER

Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorized Signatory

- (v) The Promoter breaches any of the term or condition of this Agreement except set out in clauses 36.4(i) to 36.4(iv).
- 36.5. The Land Owner may terminate this Agreement at any time in case on occurrence of any of the events of default under clauses 36.4 (i) to (iv) by following the mechanism as below:
- 36.5.1. On occurrence an event of default, the Land Owner shall serve a 60 days' notice (hereinafter referred to as the "Cure Notice") upon the Promoter for curing the said breach.
- 36.5.2. The Promoter shall be obligated to cure the breach within the period of the Cure Notice failing which the Land Owner shall be entitled to terminate the Agreement without undertaking any other action.
- 36.6. On occurrence of an event of default set out in clause 36.4(v) above, the Land Owner shall serve a Cure Notice upon the Promoter for curing the said breach and the Promoter shall be obligated to cure the breach within the period of the Cure Notice failing which (i) all the bank accounts (existing and future) of the Project shall be operated by signatories jointly appointed by the Promoter and the Land Owner. Further, the Land Owner shall not delay issue of any instructions to the relevant bank(s)/signing of the cheques as long as the expenditure is in line with the terms of this Agreement and (ii) the Land Owner and the Promoter shall jointly execute any Customer Sales Document including sub-lease deed(s) without delay or demur.
- 36.7. If this Agreement is terminated in pursuance to clauses No 36.1 to 36.4, all rights created in favour of the Promoter in relation to Part – A Land shall stand extinguished without recourse. If any Encumbrance is created over Part - A Land, the Promoter shall get the same vacated/released at its own cost.

37. CONSEQUENCES OF TERMINATION

- 37.1. Upon termination of the present Agreement under Clause 36.1 of this Agreement, the Land Owner shall refund to the Promoter the entire amount of Initial Security Deposit and the Adjustable Security Deposit, so paid till the date of such termination, and also all the expenses incurred by the Promoter in relation to the Project, till the date of such termination, within a period of 90 days from the date of such termination without any interest failing which the Promoter shall be entitled to the interest @ 12% p.a. w.e.f. the date of payment of said amount of Earnest Money and the Adjustable Security Deposit. Upon refund of said amount along with interest, if any, the Promoter shall not have any right, title or interest in the Project and Part – A Land and the Land Owner shall be free to deal with the Project and Part – A land in any manner as it deems appropriate without any interference and impediment from the Promoter.
- 37.2. Upon termination of the Agreement under Clause 36.2 of the Agreement, the Land Owner shall refund to the Promoter the entire amount of Initial Security Deposit and the

For Chamba Tradings Private Limited

LAND OWNER

Director

For Anand Habitat Infrastructure Pvt. Ltd.

PROMOTER

Director

CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

Adjustable Security Deposit, so paid till the date of such termination, on the earliest of (i) 12 months of such termination, (ii) receipt of initial funds from a new developer pursuant to a transaction entered into for completion of the Project or (iii) receipt of first funds in case the Land Owner decided to undertake the construction of the Project.

- 37.3. Upon termination of the present Agreement under Clause 36.3 of the present Agreement, rights, titles and interest of the Promoter and the Land Owner in the Project and Part-A land shall be as may be mutually agreed between them in writing.
- 37.4. In case the Agreement is terminated in furtherance of clause 36.4 (i) to 36.4(iv) above, the following procedure shall be followed:
- 37.4.1. The Land Owner and the Promoter shall jointly appoint either one of JLL, Cushman and Wakefield, CBRE, Knight Frank, Currie and Brown or Savills to ascertain the quantum of monetary investment made by the Promoter into the Project. Such ascertainment shall be binding upon the Parties. In case agreement is not reached as to the choice of the agencies within a period of 15 days, then choice of such agency shall be made by draw of lots within 5 days of expiry of the aforesaid 15 days;
- 37.4.2. The Land Owner shall, on a reasonable effort basis, identify a new developer for the purposes of Completion;
- 37.4.3. The Promoter shall be allotted such number of Units comprised in the Balance Saleable Area which shall be equivalent to investment made by the Promoter into the Project as ascertained pursuant to clause 37.4.1 above at a then prevailing market price for such Units which shall be binding upon the Promoter or in the alternative, the Promoter shall be entitled to seek refund of its investment ascertained pursuant to clause 37.4.1 above which shall be paid to the Promoter by the Land Owner on Completion of the Project. However, the Promoter shall not be entitled to change its preference once it has opted to exercise either of the aforesaid options/alternatives.
- 37.5. The Promoter shall do all such acts, deeds and things as may be required under the Applicable Laws to facilitate the actions contemplated in clause 37.1 to 37.4 without any protest or demur.

38. NOTICE

- 38.1. Unless otherwise stated, all notices, permissions and instructions for the purposes of this Agreement shall be given in writing and may be given by sending the same by Speed Post / Registered Post/ Personal Delivery with acknowledgment due from authorized personnel of concern party addressed to the Party concerned at the address stated below or any other address subsequently notified to the other Parties for the purposes of this Agreement:

Chambal Trading Private Limited

 LAND OWNER,

For Anand Habitat Infrastructure Pvt. Ltd.

 PROMOTER  CONTROLLING INDIVIDUAL

For Anand Habitat Infrastructure Pvt. Ltd.


 Authorized Signatory

I. LAND OWNER

Name : CHAMBAL TRADINGS PVT. LTD.

Address : LGF,59, World Trade Center, Babar Road, New Delhi -110001

II. PROMOTER

Name : ANAND HABITAT INFRASTRUCTURE PVT. LTD.

Address : C57 & C58, Double Storey, Ramesh Nagar, New Delhi
110015

38.2. The Regular / Routine communications which are not of legal nature may be shared with the parties through e-mail mentioned below :

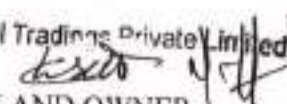
I. LAND OWNER

E-mail : sethi@sethigroup.in
manitsethi@excentia.in

II. PROMOTER

E-mail : anandnikhil77@yahoo.in

38.3. By giving to the other Party a written notice, the Parties hereto and their respective successors and assigns will have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each will have the right to specify as its address any other address.

For Chambal Tradings Private Limited

 LAND OWNER
 Director

For Anand Habitat Infrastructure Pvt. Ltd.


 PROMOTER Director
 For Anand Habitat Infrastructure Pvt. Ltd.


 Authorised Signatory


 CONTROLLING INDIVIDUAL

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered, or caused this Agreement to be duly executed and delivered by their respective duly authorized representatives, as of the date first above written:

[FIRST PARTY]

FOR CHAMBAL TRADINGS PRIVATE LIMITED

For Chambal Tradings Private Limited



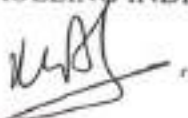
CHANDER MOHAN SETHI Treasurer **MANIT SETHI**
[DIRECTOR] [DIRECTOR]

FOR ANAND HABITAT INFRASTRUCTURE PRIVATE LIMITED



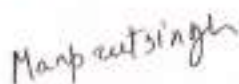
NIKHIL KUMAR ANAND
[DIRECTOR]

FOR CONTROLLING INDIVIDUAL



NIKHIL KUMAR ANAND

WITNESSES :

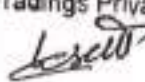


1. Mr. Manpreet Singh Wason



2. Mr. Hanish Mehra

For Chambal Tradings Private Limited


LAND OWNER Director

For Anand Habitat Infrastructure Pvt. Ltd.


PROMOTER


CONTROLLING INDIVIDUAL
Director

For Anand Habitat Infrastructure Pvt. Ltd.


Authorised Signatory

CHAMBAL TRADINGS PRIVATE LIMITED

Regd. Off: LGF-59, World Trade Centre Babar Road New Delhi - 110001
CIN. U52520DL1985PTC318111

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF CHAMBAL TRADINGS PRIVATE LIMITED HELD ON 4TH DAY OF JANUARY 2021 AT 10.00 AM AT LGF-59, WORLD TRADE CENTRE BABAR ROAD NEW DELHI - 110001

RESOLVED that the (i) Development Agreement, (ii) power of attorney in relation to the transaction being undertaken by the Company with M/s Anand Habitat Infrastructure Private Limited and Mr. Nikhil Kumar Anand, drafts of which were placed before the meeting duly initialed by the Chairman for the purpose of identification, be and are hereby approved.

RESOLVED further that Mr Chander Mohan Sethi (DIN No. 00351528) and Mr. Manit Sethi (DIN No. 07119222), directors of the Company, are hereby authorized to jointly negotiate and execute the finalised draft of the Development Agreement to be entered into with Anand Habitat Infrastructure Private Limited and Mr Nikhil Kumar Anand.

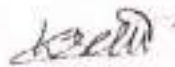
RESOLVED further that Mr Chander Mohan Sethi and Mr. Manit Sethi, directors of the Company, are hereby authorized jointly to issue the power of attorney as required under the terms of aforesaid Development Agreement in favour of Anand Habitat Infrastructure Private Limited.

RESOLVED FURTHER THAT Mr Chander Mohan Sethi and Mr. Manit Sethi, directors of the Company, be and are hereby authorised to jointly negotiate, finalise and execute any other document, amendment, addendum, modification, alteration in respect of the / to the aforesaid Development Agreement or the power of attorney.

RESOLVED further that certified to copies of the aforesaid resolutions may be issued to all concerned under the joint signatures of Mr Chander Mohan Sethi and Mr. Manit Sethi, directors of the Company.



Manit Sethi
(Director)
DIN: 07119222



Chander Mohan Sethi
(Director)
DIN: 00351528

For Chambal Tradings Private Limited
Director

For Anand Habitat Infrastructure Pvt. Ltd.

Authorised Signatory

ANAND HABITAT INFRASTRUCTURE PVT. LTD.

C-60, 1st FLOOR, DOUBLE STOREY, RAMESH NAGAR, NEW DELHI-110015

BOARD'S RESOLUTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF ANAND HABITAT INFRASTRUCTURE PVT. LTD. HELD ON 30TH DAY OF DECEMBER 2020 AT 3.00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY AT C-60, FIRST FLOOR, RAMESH NAGAR (DOUBLE STOREY) NEW DELHI-110015

"Resolved that a development agreement and addendum agreement be entered with M/s Chambal Trading Pvt. Ltd. for the Property at Plot No. A-37 and A-38 situated at Sector - 62, Noida, District Gautam Budh Nagar, Uttar Pradesh: Mr. Nikhil Kumar Anand Director of the company (DIN 01059984) be and is hereby authorized to sign and enter into the agreement stated hereinabove on behalf of the company."

"Resolved further that Mr. Nikhil Kumar Anand be and is hereby further authorized to represent the company to sign, submit, execute to do all such acts, things and deeds for and on behalf of the company as may be necessary to give effect to this resolution"

By Order of Board of Directors
For Anand Habitat Infrastructure Pvt. Ltd.



Director

(Kapil Raj Anand)

Director

Dated : 30.12.2020

Place : New Delhi

For Anand Habitat Infrastructure Pvt. Ltd.



Director

For Anand Habitat Infrastructure Pvt. Ltd.



Authorised Signatory