



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

8388  
26/05/22

₹500

e-Stamp

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₹500:500:500:500

Certificate No.	: IN-DL37078128442939U
Certificate Issued Date	: 25-May-2022 01:45 PM
Account Reference	: IMPACC (IV)/dl1017803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL101780359483833655021U
Purchased by	: SMV AGENCIES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SMV AGENCIES PVT LTD
Second Party	: VERTEX RETAIL PVT LTD
Stamp Duty Paid By	: SMV AGENCIES PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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Verified & Locked



26-11-1981

Please write or type below this line



1-12-1977

M/S SMV AGENCIES PVT LTD  
SIGNATORY VIKAS KUMAR  
PAN-AMHES3405J  
Aadhaar-578966204106

VERTEX RETAIL PVT LTD  
SIGNATORY VISHISH  
PAN-APKV4133F  
Aadhaar-66996571920302

For SMV AGENCIES PVT. LTD.

Statutory &

The authenticity of this stamp should be verified at [www.storstamp.gov.in](http://www.storstamp.gov.in) or using e-Stamp Mobile App. Any discrepancy in the certificate and as available on the website / Mobile App renders it null and void in the eyes of the authority.  
Director/Authorised Signatory

Director/Authorised Signatory

S No. 8388

Date 26/05/2022 11:43:35AM

**Deed Related Detail**

Deed Name GENERAL AGREEMENT

GENERAL AGREEMENT

**Land Detail**

Tehsil/Sub Tehsil Sub Registrar VI

Village/City Others

Building Type

Place (Segment) Others

Property Type

Property Address House No., Road No., Others

Area of Property 0.00

0.00

0.00

**Money Related Detail**

Consideration Amount 0.00 Rupees

Stamp Duty Paid 500.00 Rupees

Value of Registration Fee 1,000.00 Rupees

Registration Fee 100.00 Rupees

This document of GENERAL AGREEMENT

GENERAL AGREEMENT

Presented by For SMV AGENCIES PVT. LTD. S/o/Smt.

S/o/Smt.

R/o

SMV AGENCIES PVT LTD THROUGH VIKAS SINGH

G-120 JAGAT PURI KRISHNA NAGAR EAST

in the office of the Sub Registrar, Delhi this 26/05/2022 11:29:43AM

Thursday between the hours of

Registrar/Sub Registrar  
Sub Registrar VI  
Delhi/New Delhi

Signature of Presenter

Execution admitted by the said: Shri / Ms.

SMV AGENCIES PVT LTD THROUGH ITS VIKAS KUMAR

and Shri / Ms.

VERTEX RETAIL PVT LTD THROUGH ITS DEEPAK

Who is/are identified by Shri/Smt/Km. PRADEEP KUMAR JHA S/o W/o D/o GHURAN JHA W/o IA HIND NAGAR GALI NO4 TILAK NAGAR DELHI

and Shri/Smt./Km KRISHAN KANT SHARMA S/o W/o D/o CHHITAN L SHARMA P/AGOSA NAGAR DELHI U.P.

(Marginal Witness) Witness No. 1 is known to me.

Contents of the document explained to the parties who understood 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 26/05/2022 11:43:00

Registrar/Sub Registrar  
Sub Registrar VI  
Delhi/New Delhi

**E-STAMP CERTIFICATE NO.IN-DL37076126442939U**

**GENERAL AGREEMENT**

**THIS GENERAL AGREEMENT ("Agreement") is executed at Delhi, on this the 26th day of May, 2022**

By & Between:

**M/s S.M.V. AGENCIES PVT. LTD.** a Company incorporated under the Companies Act, 1956 having its office at Vikas Surya Plaza, L.S.C.-2, Plot No.2 & 3, Sector-7, Rohini, Delhi and Registered Office at S-25, Green Park, New Delhi represented through its Authorized Signatory **MR. VIKAS KUMAR S/o Shri Vijay Singh R/o G-120, Jagat Puri, Krishna Nagar, East Delhi -110051**, duly authorized vide board resolution dated 24.05.22 passed in a board meeting (hereinafter referred to as "**Land Owner/First Party**") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

**AND**

**M/s VERTEX RETAIL PVT. LTD.**, a Company incorporated under the Companies Act, 1956 having its Registered Office at H-157, Sector 63, Noida through its Authorized Signatory **Mr Deepak Kashyap S/o Shri Duli Chand Sharma R/o 1714 Tower B Gaur Global Village Crossing Republic Ghaziabad** duly authorized vide board resolution dated 24.05.22 passed in a board meeting (hereinafter referred to as "**Developer/Second Party**") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

**WHEREAS** the land Owner along with certain other group companies entered into a Consortium Agreement in which the land for the complete township was purchased and in which the land owner was the lead member;

**AND WHEREAS**, the Consortium purchased several pieces of land in village Shahpur Bamheta, Tehsil & District Ghaziabad, total admeasuring approximately 300 acres ("**Total Land**"), from various land Owners/ Khatedaars/ Bhumidhars through various sale deeds which were duly registered with the office of Sub-

For SMV AGENCIES PVT. LTD.

  
Authorized Signatory

For VERTEX RETAIL PVT. LTD.

  
Auth. Signatory/Director

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Registrar, Ghaziabad with a view to set up & develop an integrated township thereon in consonance with the policy of the Government of Uttar Pradesh, published vide G.O. No. 2711/eight-1-34/vividh/2003 dated 21/05/2005, 2873/eight-1-05-34/vividh/2003/TC-1, dated 29.12.2005 and 2236/eight-1-06-45/vividh/2006, dated 28.04.2006, for which Certificate of Registration dated 10.02.2006 has been issued by the Ghaziabad Development Authority, Ghaziabad, in favour of the M/s S.M.V Agencies Pvt. Ltd .

**AND WHEREAS** Ghaziabad Development Authority ("GDA") has granted a permission to develop an integrated township on Total Land in the name and style of 'JAIPURIA SUNRISE GREENS NH-24' ("Township") to the Land Owner, as Developer/ Promoter being Lead Member of the Consortium vide License No. I.H./Ghaziabad/04 dated 29/05/2006 duly signed by Secretary, GDA, Ghaziabad. The DPR (Detailed Project Report) of the Township has also been approved & sanctioned by GDA vide its letter No. 116/Mi, Anu./06, Dated 29.11.2006. Moreover a Development Agreement dated 13.02.2007 has also been executed between GDA & the Land Owner/First Party. The license fees & other charges in respect of the Township have already been paid to GDA & various respective Government departments by the Land Owner/First Party.

**AND WHEREAS** the Land Owner/First Party is the absolute owner and seized and possessed of land measuring 962.36 sqm approximately situated in H-Block and approved as commercial Plot No. C1 A/B and Plot no. C1A/A (C1-02A) of which the approval letter and drawing is attached and comprised in the Total Land (hereinafter referred to as the 'Said Land').

**AND WHEREAS** the Land Owner/First Party represent that they are the sole and absolute owners of the Said Land and that the Said Land is free from all encumbrances, charges, liens, lis pendens, prior agreements etc. and the Land Owners/First Party have the unfettered right to enter into this Agreement in respect of the Said Land . The Land Owners/First Party have full authority and power to get the Said Land developed through the Developer/Second Party herein and to assign the rights to the Developer/Second Party as mentioned in this Agreement.

For SMV AGENCIES PVT. LTD.

  
Authorised Signatory

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**AND WHEREAS** it is represented by the Land Owners/First Party, that the equity share of each of the Land Owners/First Party are not pledged and are free from all encumbrances, charges, liens and its shares have not been mortgaged with any financial institutions, bank or any other juristic/non juristic person,

**AND WHEREAS** the Developer/Second Party represents that it has the technical skill, expertise and resources to design, construct, execute and manage the development of the Said Land by constructing commercial shops thereon.

**AND WHEREAS** the Developer/Second Party represents and warrants that it has prepared the tentative development scheme including business, sale and marketing plans for the commercial shops and the same forms an integral part of this agreement. It is understood between the Parties that that the narrations in the business plan are liable to vary marginally in accordance with the business circumstances but the variations shall not take away from the obligation of all Parties including the Developer/Second Party under this Agreement.

**AND WHEREAS** the Land Owner/First Party have agreed to grant to the Developer/Second Party the development rights of the Said Land for construction & sale of commercial shops on the Said Land in accordance with the necessary approval which has to be obtained by the Developer/Second Party at its own cost from GDA and other concerned departments of the Government of U.P. and in accordance with the plan as approved by the GDA on terms and conditions as mentioned hereinafter.

### **NOW THIS AGREEMENT WITNESSETH as under:**

#### **1. Definitions:**

i) **Gross Revenue**, means all proceeds received from the prospective Purchasers/Allottees on any account whatsoever including but not limited to cash flows, receipts and receivables by whatsoever name called including TDS or any other taxes or any other statutory deduction by the prospective purchasers, amounts deposited against provisional allotment/ booking/ sale of the dwelling units/ Commercial units, creation of any right, title or interest or creation of any possessory

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or other right whether in full or part of saleable areas (inclusive all Common Areas) in the commercial shops, amounts received in the escrow account including transfer charges, Preferential Location Charges, holding charges, cancellation charges/damages, interest on delayed payments, transfer fee/assignment charges/lease rentals and revenue sharing arrangements collected from the customers/purchasers/Lessees/assignees of Units in the commercial , electricity and/ or water and/or any other recurring charges, car parking, terraces, club membership fees (if any), provisional allotment, booking, external electrification charges, fire-fighting charges, power back, any extraordinary receipt from the prospective purchasers, forfeiture or otherwise, maintenance charges , all the receivables towards the fully furnished unit or any other extra charge apart from regular charges levied on the customer for the purchase of the shops . In case there is any variation in the average sale price of the commercial unit and the amount received in the escrow account in respect of the sale and allotment of the unit, the Developer/Second Party shall be liable to make good the deficiency in price of the unit after looking into the average monthly sale price of the unit. In case price of the shops increases during the development of the commercial complex including other charges whatsoever, the Gross Revenue shall be computed on the basis of the increased price from the date of such increase.

ii) **Commercial Complex or Project**, means commercial project in the name and style of 'VERTEX' to be developed by the Developer/Second Party on the Said Land in the H-Block of Jaipuria Sunrise Greens, NH-24 situated at Village Shahpur Bamheta, District Ghaziabad, U.P. of the Developer/Second Party as fully described in *Schedule-1*.

iii) **Township**, means entire township constructed in village Shahpur Bamheta, District Ghaziabad, U.P. for which licenses and permissions have been granted by the requisite authorities for development of an Integrated township in the name and style of 'JAIPURIA SUNRISE GREENS, NH-24', in favor of the Land Owner/First Party.

iv) **Zero Date**, means the date on which the timeline envisaged for payout of Minimum Guarantee and for actual payment by the Developer/Second Party to the

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Land Owner/First Party in terms of this Development Agreement starts on the date on which Project related drawing approval is in place.

### 2. Basic Agreement:

(i) In consideration of the contribution in the developed area of the Project to be developed in the Said Land as set out in Schedule-I and in consideration of construction and development of the commercial complex on the Said Land to be undertaken by the Developer/Second Party on its own costs and expenses, it is hereby agreed by the Land Owner/First Party, being the lead member of the Consortium, to grant exclusive development rights to the Developer/Second Party to develop, construct, market and sell the Project to be developed on the Said Land measuring approx. 962.36 Sq. Mtrs. situated in H-Block and approved as commercial Plot No. C1 A/B and Plot no. C1A/A (C1-02A) of which the approval letter and drawing is attached, in village Shahpur Bamheta, District Ghaziabad, U.P. with FAR as per the GDA bylaws to be sanctioned by the Government for construction of the commercial buildings and other structures in accordance with the License granted by GDA and as permissible under the applicable laws, rules and regulations.

(ii) The Land Owner/First Party and the Developer/Second Party shall share Gross Revenue received by sale of commercial or any other form of real estate as approved by the requisite authorities in proposed Commercial complex in the ratio of 35%:65% respectively. In case the concerned authority allows any additional FAR over and above 1.75 FAR which shall also include the purchasable and compoundable FAR and any future purchasable FAR, which the Developer/Second Party acquires at its own cost, under the applicable laws & rules, the entire Revenue generated/received from the sale of Commercial units/dwelling units/super area built against such additional FAR, i.e. beyond the FAR of 1.75, in proposed commercial complex, shall entirely belong to the Developer/Second Party, and the Land Owner/First Party shall not have any right or interest in the said revenue. The entire Gross Revenue received by selling of commercial units in the proposed commercial complex, up to the FAR of 1.75, shall be deposited in Escrow Account opened in the name of the Developer/Second Party in a Scheduled Bank at

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Delhi/NCR and the said amount received shall be reconciled on half yearly basis against the cumulative Minimum Guarantee amount payable by the Developer/Second Party till the reconciliation date. The Escrow Account shall be operated by Scheduled Bank in the manner prescribed under the Escrow Agreement to be executed by the Parties separately. In case any amount received from any sale is required to be refunded by the Developer/Second Party on account of any cancellation of allotment/booking, the Land Owners/First Party shall refund its proportionate share only if it has already received the same. The Land Owners/First Party and the Developer/Second Party shall separately enter into an Escrow Agreement which shall include the manner of operation of the Escrow Account and the receipt of the Gross Revenues and distribution of the same between the Land Owner/ First Party and the Developer/Second Party. The Developer/Second Party shall not deposit the Gross Revenue received from the sales in the Project in any other account except the said Escrow Account.

That all the sanctions and approvals of the commercial complex map with FAR of 1.75 shall be obtained by the Developer/Second Party. The cost, both direct and indirect, for the purchase of FAR above 1.75 shall be exclusively borne by the Developer/Second Party which shall be deposited by the with GDA, failing which the Developer/Second Party shall be only responsible for acts and penalties of GDA and shall be solely responsible to rectify the same at its own costs and expenses and the Land Owners/First Party shall not be responsible for the same on any account whatsoever. The Land Owners/First Party will also cooperate to purchase any other further additional FAR as may be prescribed/allowed by GDA bylaws as on date whenever deemed required by the Developer/Second Party at its risk and cost.

(iii) That the Developer/Second Party shall construct the Commercial Complex on the Said Land and market and sell the Project at its own costs and expenses and will share the Gross Revenue with the Land Owner/First Party on the terms and conditions mentioned herein.

(iv) That in case any other approval related to development of Commercial complex on the said land is required from/by GDA, it shall be the sole responsibility of the Developer/Second Party at its own costs and expenses and the Land

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Owner/First Party shall cooperate with the Developer/Second Party so long as the Developer/Second Party constructs and develops the project in compliance of all laws, rules, bylaws and regulation in force.

(v) The DEVELOPER/SECOND PARTY shall solely be responsible for the entire development of the Project, including but not limited to (i) conceptualizing, planning, engineering, procurement, coordination of the Project; (ii) appointing and controlling consultants, vendors, contractors in relation to development of the Project; (iii) overall marketing and sales of the Project and; (iv) all payments for the same without any liability and responsibility of the LAND OWNER/FIRSTPARTY.

### **3. Right to the developer for development :**

That the land owner/First party has conveyed the right for development on the said land to the developer /second party on 24<sup>th</sup> Feb 2022 , so as to enable the developer/second party to carry out survey of the said land and to prepare the design and business plan for development and construction on the said land in accordance with the terms of this agreement and subject to any of the applicable provisions of the registration act , stamp duty act . transfer of property act etc.

### **4. Consideration**

(i) Consideration for undertaking development to be received by the developer/second party :

a) They will have share as mentioned in the agreement on the gross revenue in the escrow account from the sale of the commercial units or any other form or real estate developed by them , in compensation of their right to construct and sale on the said land as approved by the requisite authorities

b) The Developer/Second Party shall be entitled to Gross Revenue received from the sale commercial units , super area built in proposed Commercial Complex @ 65% till 1.75 FAR of the Commercial complex. In case the concerned authority allows any additional FAR over and above 1.75 FAR, the Developer/Second Party shall be

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entitled for entire Revenue received from the sale of commercial units in respect of Additional FAR built in proposed Commercial Complex beyond the FAR of 1.75.

c) Right to develop the site has already been conveyed to the Developer/Second Party after fencing of the Said Land, and the Developer/Second Party shall start developing an office and a sample shop at site.

d) A General Power of Attorney(GPA) (in the agreed format shall be executed and registered by the Land Owners/First Party, in favour of the Developer/Second Party within 15 days from the date of execution of this Agreement, authorizing it to do all acts and work connected with the development, construction and completion of the Commercial complex, sale and marketing of the commercial complex to be constructed on the Said Land and to receive the consideration against the sale of the built up area.

(ii) Consideration to be received by the Land Owners/First Party:

(a) The Land Owners/First Party shall receive 35% of the Gross Revenue received from the sales of the commercial units in proposed Commercial complex till 1.75 FAR of the Commercial Complex. In case the concerned authority allows any additional FAR over and above 1.75 FAR which shall include the compoundable FAR and any future purchasable FAR under the applicable laws/rules, the Developer/Second Party shall be entitled to entire share of the Revenue generated/received from the sale of commercial units in respect of Additional FAR built in the proposed Commercial Complex beyond the FAR of 1.75. However, the Developer/Second Party shall not be liable to pay any consideration to the Land Owner/First Party, or any constituent Companies of the landowning Consortium.

(b) The Land Owners/First Party shall be entitled to Minimum Guarantee of Rs. 6,00,00,000/- (Rupees Six Crores only), out of which Rs. 1,00,00,000/- (Rupees One Crore) is already paid, towards its share in the Gross Revenue which shall be payable by the Developer/Second Party in a time span of 2 (Two) years .

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In case the amount received as mentioned in clause 4(ii)(a) does not meet the amount of the Minimum Guarantee, then the same shall be dealt as follow:

The % share of the Second party shall decrease / reduce by 6% on every default of Rs. 1.0 crore i.e the share of First party M/s SMV Agencies Pvt. Ltd. Will increase by 6% in case the second party defaults by Rs. One crore and shall keep on increasing in the multiple of 6% on every additional default of Rs. One crore .

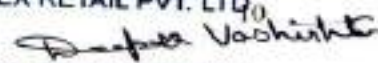
The amount received in the Escrow Account shall be reconciled after 6<sup>th</sup>, 12<sup>th</sup>, 18<sup>th</sup> and 24<sup>th</sup> month from the date of execution of this Agreement and the Minimum Guarantee amount payable till the reconciliation date and the differential amount to complete the Minimum Guarantee, if any, shall be completed through the abovementioned method. In case the Developer/Second Party fails to pay the agreed amount on stipulated time, the Land Owners/First Party shall give cure period of 3 months to the Developer/Second Party and it will be liable to pay the balance amount along with interest @ 24% p.a. with quarterly rests from the date it became due till the date of payment within 6 months cure period. In case the Developer/Second Party fails pay the agreed share of the First Party within 3 months cure period, the Land Owners/First Party shall have right to terminate this Agreement, revoke the GPA, taken over the Commercial complex from the Developer/Second Party and the Developer/Second Party will be deprived with any right and interest in the said project. The Second party shall be liable to settle all dues and outstanding on its own and will indemnify the First party of any financial and legal recourse of action .

Additionally, upon obtaining completion certificate of the Project, the proportionate share of monies to be paid by the Developer/Second Party to the Land Owners/First Party for the pending unsold inventory will be calculated, at the then mutually agreed price and will be paid by the Developer/Second Party to the Land Owners/First Party. Simultaneously with such payment, the Developer/Second Party will become entitled to 100% revenue being generated by the sale of the pending inventory in the Project and the Land Owners/First Party will have no right on the revenue generated thereafter. On payment of such a proportionate share of monies, the Land

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Owners/First Party shall confirm the Developer/Second Party the settlement of its dues from the Project.

### 5. Developer's/Second Party's Scope of the work and Expenses:

(a) The Developer/Second Party shall design, develop, construct, market and execute the entire Commercial Complex on the Said Land at its own cost subject to the terms and conditions of the License, the sanctioned layout plan and the Development Agreement dated 13.02.2007 executed with GDA etc. in accordance with applicable laws, rules and regulations and circulars issued by the appropriate authorities. The Project shall involve the following stages:

- Concept development.
- Preparation of Design, Layout, building plan by architect.
- Sanction of layout plan, building plan and apply for and obtain necessary clearances and/or permissions/approvals for construction;
- Development, construction and financing the Project;
- Marketing and sale of the said Project.
- To bear all expenses for purchase of FAR
- All direct and indirect cost for the drawing approval, purchasable FAR, compounding expenses, completion etc.
- Delivery/Possession of Completed Units to the respective purchaser.
- Subsequent handover to RWA of the common facilities as per UP Apartment Act, 2010.
- To design, develop, construct, market and execute the entire Commercial Complex on the Said Land at the costs and expenses of the Developer/Second Party only.

(a) All expenses involved in and for obtaining licenses for Commercial Complex, for FAR of 1.75 as per rules and bylaws of the Government of U.P. and GDA, tax clearances, permissions, or sanctions from the concerned authorities shall be incurred and paid by the Developer/Second Party only.

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(b) The Developer/Second Party will be responsible for the issues mentioned herein below: Applying for and obtaining the Sanction of layout plan, building plan and applying for and obtain necessary clearances and/ or permissions/ approvals for construction, and the of the cost thereof so incurred will be borne by First Party/Developers .

(c) That the entire cost of construction of the entire Commercial complex on the Said Land including the charges and fees of the Architect(s); preparation of plans as also all other statutory fees and charges incidentals including Security Fees, License Fees for Additional FAR beyond FAR of 1.75; Electricity and Water Security Charges; any type of renewal charges payable now or till the Commercial Complex is completed payable to the Government and/or any other authority for the provision of peripheral or external services to the Said Land/Commercial Complex, provision of air-conditioning facilities and fire-fighting equipment/arrangements, as may be prescribed by the Concerned Authority, shall be wholly to the account of the Developer/Second Party at its own cost as will be each and all development costs till the completion of the Project.

(d) All the Liabilities/ Dues, charges such as property tax, electricity charges, water charges, parking charges, maintenance charges if any, found due before the transfer of possession of the Said Land i.e. till to the Developer/Second Party shall be borne and paid by the Land Owner/First Party, thereafter, it is sole responsibility of the Developer/Second Party to clear all the dues in this regard.

(e) To develop, market and sell the units in the open market and collect funds at their risk and cost and to deposit the same in the Escrow Account as provided herein.

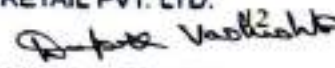
(f) To get all the statutory approvals for the Commercial Complex at its risk and cost.

(g) For the purposes of the development of the Said Land, the Developer/Second Party shall have full authority to interface and deal with any concerned Authority including but not limited to submission of the draft plan, obtaining the Approval(s) and all such other approvals, licenses, no-objections as may be required under the Law. The Developer/Second Party shall have the full right and authority to apply for

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or agree to modifications to the Sanctioned Plan as may be considered proper by the Developer/Second Party from time to time.

(h) The Developer/Second Party shall manage the entire Project and the day-to-day affairs and shall be in full control and charge of the Project and will use its technical know-how, experience and expertise to manage and maintain the same as long as a society/association is formed for the management of the Project.

(i) To make payment direct and indirect for the purchase of FAR from 1.75 to as per prescribed sanctions and thereafter at their risk and cost.

(j) To get the drawing approval done of Commercial Complex and pay all direct as well as indirect cost to GDA/competent authority for FAR above 1.75.

(i) To develop and construct the Commercial Complex as per the design sanctioned by GDA.

(j) To construct its separate Sewerage Treatment Plant (STP) in the Commercial Complex, and connect the over flow drain after using the water for landscaping purpose and irrigation purpose, to the main drain outside the Said Land in the main drain of the Township. It has been further clarified that the Land Owner/First Party has no right or claim to connect any other extra connection of outside the Said Land in the said STP. The underground tank and STP for the Commercial Complex shall be constructed by the Developer/Second Party at its own cost.

(k) All electricity payment for connection, installation, fixed and security charges and other charges in the Commercial Complex shall be made by the Developer/Second Party .

(l) The Developer/Second Party or any agency nominated by it shall have the sole right to maintain the completed building(s) of the Project and other areas/facilities as per the provisions of Applicable Laws and all the occupants of the Project shall be bound to observe the rules and regulations framed/ adopted by the Developer/Second Party and/or of any agency nominated by the Developer/First

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Party. All decisions of the Developer/Second Party with regards to the maintenance shall be final and binding on all the occupants of the building(s) of the Project as per UP Apartment Act, 2010.

(m) The Developer/Second Party and their Allottees/shop Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Land Owners/First Party or its nominee Township maintenance charges as may be determined by the Land Owner/First Party or its nominee for maintaining various services/ facilities in the Township such as, but not limited to, Street lighting, maintenance of external sewer, garbage disposal and scavenging of streets and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a local body, RWA for maintenance. It shall be mandatory for the Developer/Second Party to incorporate this clause in the Allotment letters, Agreement to Sell/Builder Buyer Agreements and Sale Deeds etc. to be executed by the Developer/Second Party in favour of their Allottees/Shop Buyers/Subsequent transferees etc. The said Township maintenance charges will be 20% of the prevailing maintenance charges of the Commercial Complex or as per the prevailing rates for the Township maintenance.

### 6. Land Owner's/First Party's Scope of the work and Expenses:

(a) Land Owner/First Party has taken MOEF clearance, Pollution Clearance, Central Ground Water Clearance, Extension of Time for completion of Project from GDA/governing authority and demarcation of the Said Land to be developed by the Developer/Second Party from GDA including Revenue Department/Land Acquisition Department of GDA etc. as per the previous layout plan approved by the Authority and the rest is to be taken by the Developer/Second Party only at its own expenses.

(b) The Land Owners/First Party shall provide and shall comply with/extend the NOC for the Project till required as per GDA by laws. The Land Owners/First Party will provide all the required permissions and extension of time from all the Competent Authorities in respect of the Commercial Complex at the costs and expenses of the Developer/First Party.

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(d) To provide all the basic amenities & facilities such as Road, outflow drain from STP and single point electricity connection up to the boundary of the Said Land to the Developer/Second Party. The electricity charges have to be borne by the Developer/Second Party as per the approved plan, payment to be made as and when asked/demanded by the Land Owners/First Party.

(e) To provide electric permanent load connection as per the requirement of the Developer/Second Party on or before six months from the date of offer of possession of any of the first shop in the Commercial Complex constructed on the Said Land at the costs and expenses of the Developer/Second Party as per actual including all direct and indirect costs as and when demanded by the Land Owner/First Party.

(f) All rates, cesses and taxes due and payable in respect of the Said Land up to the date of handing over possession of the Said Land i.e. 24<sup>th</sup> Feb 2022 shall be the exclusive liability of the Land Owner/First Party, thereafter the Developer/Second Party is responsible for the same.

(g) To provide accessibility to the Commercial Complex constructed on the Said Land from NH-24 through an appropriate road which will be constructed and maintained by the Land Owner/First Party at its cost and expense.

(h) To provide requisite space for putting up advertisement hoardings of the proposed Commercial Complex on the main entry point from the National Highway as per Developer's/First Party's requirement, the plan for which has to be submitted and approved by the Land Owners/First Party at the cost and expenses of the Developer/Second Party.

(i) To cooperate with the Developer/Second Party in increasing the unit density in the Commercial Complex to be constructed on the Said Land strictly as per applicable rules and Byelaws, if possible for making the Project fast saleable at the cost and expenses of the Developer/First Party.

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(j) All landscaping and the street lighting including the access road from the NH-24 up to the boundary of the Said Land shall be constructed and completed by the Land Owners/First Party and the , at their cost and expenses.

(k) To obtain part completion certificate of the Project as and when permissible by GDA/ other concerned authorities and desired by Developer/Second Party at the cost and expenses of the Developer/Second Party .

(l) The Land Owner/First Party shall lay the outflow drain for excess waste water till the boundary of the Commercial complex to be constructed on the Said Land at its own cost and expenses.

(n) The Land Owners/First Party shall obtain any approval for the Township if required or demanded by the governing authority and proportionate cost in respect of the Project shall be borne by the Developer/First Party.

(o) To Facilitate the Developer/Second Party with all the paper works which may be required for getting approval, sanction and completion of the Commercial Complex on the Said Land.

(p) The Land Owner/First Party shall not do any act or deed which would in any manner, whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales program or strategy of the Developer/First Party.

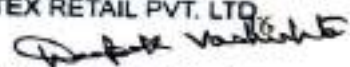
**7. Obligations of Land Owning Companies Lead By SMV Agencies Pvt. Ltd.:**

- I. To keep the title in respect of the Said Land clear and free from all encumbrances and not to enter into any Agreement or arrangement and/or to create any right in favor of any person other than the Developer/Second Party in respect of the Said Land or any constructions thereon, during the entire term of this Agreement.

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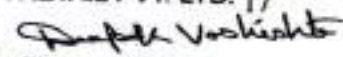
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- II. To pay all charges, dues, levies as may be payable in respect of the Said Land up to the date of handing over possession of the Said Land to the Developer/First Party.
- III. To keep the Developer/Second Party indemnified against any claim/claims or demands or against any defect in the title in respect of the Said Land.
- IV. To apply for and obtain all necessary permissions/approvals and/or licenses as may be permissible by GDA/ the Competent Authority for Township under the scope of work of the Land Owners/First Party till FAR of 1.75 and for that purpose to sign, file and submit all requisite application, papers, forms and documents as may be required by the authority from time to time and apply for any extension/ renewal of the license so as to keep it valid and subsisting till the conclusion of the Project subject to all expenses towards Bank Guarantee, EDC, IDC and other fees and expenses with respect to the Said Land shall be borne and paid by the Developer/Second Party save and except as agreed to be borne by the Land Owner/First Party. The cost and expenses for any statutory charges regarding the Commercial Complex is the sole responsibility of the Developer/Second Party .
- V. To authorize the Developer/Second Party for development, construction, finance, marketing and sale the Commercial Complex on the Said Land and for that purpose will execute requisite Power of Attorney and any other documents as may be required in this regard in favour of the Developer/Second Party or its nominee/s.
- VI. The Land Owners/First Party agree and acknowledge that, based on the assurances, representations and warranties provided by the Land Owners/First Party under this Agreement, the Developer/Second Party shall incur substantial expenditure for the construction and development on the Said Land and the Land Owners/First Party shall not rescind or terminate this Agreement or rescind the rights/ permission/ license so granted to the Developer/Second Party unless the Developer/Second Party defaults in

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making payment of the Land Owner's/Second Party's Gross Revenue share as agreed herein.

VII. The Land Owners/First Party shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer/Second Party for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.

VIII. The Land Owners/First Party hereby confirms that:

- (i) The Developer/Second Party shall have the sole right to market, book, allot, transfer, let, lease the units/super areas in the Project to the prospective buyers/ transferees. The Land Owners/First Party shall provide full co-operation and assistance in this regard and undertakes not to cause any interruption in the same.
- (ii) The Land Owners/First Party hereby authorize the Developer/Second Party to sign/ execute and register the tripartite/ other agreements on behalf of the Land Owners/First Party and the Land Owners/First Party shall execute/ register the GPA including any other documents in favour of the Developer/Second Party or its nominees providing such authorization .

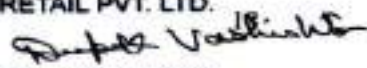
**8. Obligations of the Developer/FIRST PARTY:**

- I. That all the necessary licenses and approvals and sanctions of the Building Plan by the Concerned Authority has to be applied, the Developer/Second Party shall put efforts to get the approval of the Commercial Complex on the Said Land using the maximum FAR and shall complete the construction and market the Project out of its own funds and resources as agreed in this Agreement.

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- II. To complete the Project within a period of 5 years from the date of approval of drawing from GDA for the Said Land & shall get the final approval of the Building Plan by the concerned authority out of its own funds and resources and completion certificate/occupational certificates. Completion of Project within stipulated time is the essence of the Agreement. In case the Commercial Complex is delayed, the Developer/Second Party is liable to pay Minimum Guarantee in a time period of 3 years .
- III. To provide all the account details of the amount received for the sale/booking/allotment of the Commercial units in the Commercial Complex as and when demanded by the Land Owners/First Party.
- IV. That the Developer/Second Party shall have full authority and power to develop the Said Land at its absolute discretion in consonance with the terms and conditions of the Licenses/Permissions/Approvals and as applicable by laws at its own cost and expenses with full authority and power to market/sell/ transfer the Commercial Complex and the common areas and facilities thereof subject to transfer of Gross Revenue share of the Land Owner/First Party as mentioned in clause 4 above.
- V. To make timely payment in accordance with Zero Date.
- VI. To comply with the byelaws, rules, regulations, policies, laws and GDA norms as applicable for the construction of the Commercial Complex.
- VII. In case of destruction of the Commercial Complex due to Force Majeure the Land Owners/First Party shall not be liable to make good for the same and the Developer/Second Party shall repair the same at its own cost and expenses. However, the liability of the Developer/Second Party to pay the Minimum Guarantee under Clause 4 shall stand extended but such time till the force majeure event has existed.
- VIII. Obtaining all requisite approvals, permissions, any additional licenses and sanctions other than those already obtained by the Land Owners/First Party(i)

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Developer/Second Party shall solely be responsible for the entire development of the Project, including but not limited to (ii) conceptualizing, planning, engineering, procurement, coordination of the Project; (iii) appointing and controlling consultants, vendors, contractors in relation to development of the Project; (iv) timely completion of construction and development of the Project; (v) overall marketing and sales of the Project (vi) all payments for the same and (vi) compliances with all applicable laws, rules, regulations, notifications, circulars, bye-laws, which may be applicable to the Project from time to time.

- IX. To apply for and obtain expeditiously and in a timely manner from the relevant authorities all approvals for development and construction of the Project that are required to be obtained by Developer/Second Party for construction and completion of the Project and keep the same valid and subsisting throughout of the Project.
- X. To carry out within the specified Project Timelines the construction and development of the Project until completion of the development of the Project including marketing, leasing or sale of the saleable area/saleable unit and every part thereof. The revenue of which forms part of the Gross Revenue.
- XI. To do all such acts, deeds and things that may be required for the Project or for the compliance of this Agreement.
- XII. To appoint, employ or engage consultants, architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons and shall also take third party insurance of such persons.
- XIII. To make payment and/or receive the refund of all deposits or other charges to and from all public or governmental authorities or public or private utilities relating to the development of the Project paid by Developer/First Party.

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- XIV. To make applications to the concerned governmental authority or semi-governmental authority in respect of and carry out, all the infrastructure work, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub stations and all other common areas and facilities for the proposed buildings to be constructed on the Said Land as may be required by any approval, layout plan, or order of any governmental authority or semi-governmental authority and acquire relevant approvals for obtaining water and electricity connection and approvals for cement, steel and other building materials, if any as the Developer/Second Party deems fit.
- XV. Generally, any and all other acts, deeds and things that may be required for the implementation of the Project.
- XVI. All documents for sale, transfer, allotment of saleable units to be executed with the purchaser, lessees, licensees including Allotment Letter, Unit Buyer Agreement, Agreement to Sell, Conveyance Deed, Lease Deed, License Deed etc. shall be signed and executed by Developer/Second Party or its nominees on behalf of the Land Owners/First Party as their duly constituted attorney.
- XVII. Any amounts payable to any of the customers upon cancellation/termination of the Unit in the Project shall be refunded by Developer/Second Party and the Land Owners/First Party in their revenue sharing ratio. The Land Owners/First Party shall however not be liable to refund/repay any interest, penalty, damages that may be imposed upon Developer/Second Party for any delay or deficiency in delivery of the saleable unit, which shall be the sole liability of Developer/First Party. The Developer/Second Party will keep Land Owners/First Party fully indemnified against any other claim, litigations which may occur on account of any such delay or deficiency in service by Developer/First Party.
- XVIII. Any certified information data regarding costs estimates and costs incurred, sales, gross total revenue, the Land Owner's/Second Party's revenue share or any other information or data as may be required by the Land Owners/First

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Party for filing of any statutory or corporate returns, applications or compliances shall be furnished by Developer/Second Party to the Land Owners/First Party within 7 (seven) days of demand by the Land Owners/First Party.

9. That save and except as expressly agreed to be borne by the Land Owners/First Party as stated herein all the costs of the Project as stated herein right from the day of commencement of construction, till the Project is ready for occupation shall be the sole responsibility of the Developer/First Party. Such costs shall also include cost of material and all costs of expenses for completing the Commercial Complex in all respect till it is ready for occupation as per laws and directive of GDA, Ghaziabad and all other expenses and costs connecting and relating to the same including obtaining of part and/or final completion certificate and handing over possession of the units to the prospective purchasers.
10. That the Parties have agreed to adhere to the business plan as attached with this Agreement, however, the same may vary in line with variations in the market conditions and as agreed by both the Land Owners/First Party and Developer/Second Party. This business plan is an integral part of this Agreement.
11. That the Commercial Complex shall be built and developed by the Developer/Second Party as per the rules , regulations , bylaws imposed by GDA or any competent authority from time to time till the completion of the Project . The Developer/Second Party shall follow all the terms and conditions imposed as per U.P. Apartment Act 2010 strictly.
12. That all the employees may be workmen, officials or otherwise who are engaged or working with the said Project directly or indirectly, at the site or otherwise shall be the employees/officials of the Developer/Second Party exclusively. All their wages, insurance, accident claim or other dues statutory or contractual or on any other account shall be payable exclusively by the Developer/First Party. In such circumstances, on account of any unfortunate happening may be at the site or otherwise in any manner arising/concerning and connected to the proposed Project and any compensation in any manner becomes payable either to the

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workmen/officers or to their heirs or any other account connected and concerning the Project, the same shall be exclusive liability of the Developer/Second Party .

13. The Developer/Second Party agrees that if any changes, additions, alterations, rectification or the like in the Building Plan of the Project are necessary for obtaining the occupation/completion certificate, the said additions, alterations, rectification etc. will be carried out by the Developer/Second Party at its own costs and expenses so that occupation/completion certificate/s is granted by the concerned authorities and the Land Owner/First Party shall cooperate with the Developer/Second Party for getting the same.
14. That the Developer/Second Party shall be entitled to apply for, obtain and retain the refund of all fees, deposits, etc. if any, made by it for the various permissions, sanctions, approvals from time to time, from GDA/the concerned authorities. If any refunds etc. are made in the name of Land Owners/First Party which has been paid by the Developer/First Party, the same shall be reimbursed to the Developer/Second Party within 15 days of receipt of the same. If the same is not refunded within the said period of 15 days, the same shall be refunded alongwith interest at the rate of 24% per annum for the period of delay.
15. That all charges, expenses and outgoing expenses towards water and electricity, during development of the commercial complex shall be exclusively borne and paid by the Developer/Second Party in entirety as and when demanded by the Land Owners/First Party based on the payment timeline of the respective authorities.
16. The Developer/Second Party shall get the Building Plan for the Project prepared at its own cost and shall obtain all other clearances like sanctioning, zoning, renewal of license etc. which shall be done by the Developer/Second Party at its own costs and expenses.
17. The Developer/Second Party shall entirely and solely be responsible and liable for any deviations made from the approved plans of the buildings and shall bear and

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pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations from the sanctioned plans.

**18.** The parties to the present Development Agreement has agreed to enter into a sale and purchase agreement as and when desired at the option of the Developer/Second Party and the Developer/Second Party can get the Sale Deed registered from the Land Owners/First Party in its name or in the name of its nominee, at such price as may be mutually agreed by the Parties. Upon the Developer/Second Party exercising such right to purchase the Said Land, the Land Owner/First Party shall come forward, and execute and register such documents as may be required to transfer the entire rights, title and interest in the Said Land in favor of the Developer/Second Party or its nominees as per the agreed terms and conditions. The respective revenue shares of the Land Owners/First Party and the Developer/Second Party accrued in the Escrow Account till the date of the sale of the Said Land in favor of the Developer/Second Party shall be taken into consideration while arriving at the value of the consideration of the Said Land.

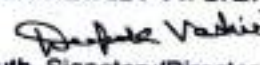
### **19. Indemnity:**

- I. That each of the Parties hereby agrees to indemnify and keep each other indemnified against other party's liability, claims, danger or any other proceedings as a consequences of any act, omissions of the both Parties related to the Said Land, development, construction, business module, operations etc. including any other obligations under this Agreement.
- II. The Developer/Second Party hereby undertakes to indemnify and shall always keep indemnified the Land Owners/First Party, its directors, its employees, workmen and its agents against all claims, demands, damages, penalties, costs or expenses, litigations, legal proceedings, accidental claims etc. of any kind, civil or criminal, whatsoever which may arise against or to be incurred pursuant to conducting development of the Said Land or incidental to the development, due to any accident, or otherwise caused by any act, default or neglect of the Developer/Second Party or any of its employees or otherwise

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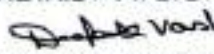
arising from breach of any of the provisions, undertakings representations and warranties and covenants of this Agreement. The Developer/Second Party further agrees that it shall indemnify and keep indemnified defend and hold harmless Land Owners/First Party and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages (excluding any indirect or consequential losses) suffered, arising out of, or which may, inter alia, arise out of the following:-

- (i) any default in complying with the terms and conditions of the license, sanctioned building plan(s), approvals pertaining to the Project and/or
- (ii) delay in handing over possession of the Units to the buyers as per the terms of Agreement signed with them;
- (iii) defending Land Owners/First Party in case of any action by the Buyer(s) for any delay, deficiency in service or substandard goods or materials used;
- (iv) all matters concerned with respect to payment by Developer/Second Party to its contractors, Vendors sub-contractors, workers or employees;
- (v) compliance with all legal requirements in respect of contractors, sub-contractors, workers or employees employed by Developer/Second Party in the Project;
- (vi) any type of accidents that may occur during the course of development of the Project;
- (vii) delay in completion of project and/or getting completion certificate as agreed herein,
- (viii) default in making payments to Land Owners/First Party of the units and/or to any third party as agreed herein,
- (ix) deviation from the sanctioned plans or default in complying with any of the approval, licenses, building plans etc.

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- (x) any claims, demands, suits, litigation and proceedings of any nature in respect of the Project pursuant to this agreement or arising out of any contravention by Developer/Second Party of any procedural or substantive laws, judicial decisions, arbitral decisions, statutes, constitutions, moratoria, ordinances, rules, regulations, standards, orders and other requirements (including those relating to the environment, hazardous materials, or health and safety) of any relevant Governmental Authority or by any third parties or on any other account whatsoever.
- (xi) any claim, demand or liability arising due to mortgage of the said land by the Developer/First Party.

III. In case any portion of the Said Land and/or construction on the Said Land or part thereof is ever taken away or goes out from the possession of the Developer/Second Party whether permanently or temporarily on account of any legal defect in the ownership and title of the Land Owner/First Party, the Land Owner/First Party would be liable and responsible to make good the loss suffered by the Developer/First Party. The Land Owner/First Party shall indemnify for such losses, costs, damages, fines, penalties and expenses accruing thereby to the Developer/Second Party on that account.

**20. Bank Guarantee:**

I. All the Bank Guarantees to GDA/ the Competent Authorities required for the Project shall be furnished by the Developer/First Party. If any further Guarantee/s is required to be submitted to any authority or department, concern authority, Ghaziabad towards any requirements, it/these shall be furnished by the Developer/Second Party irrespective of the fact that the Land Owners/First Party, are called upon to be furnished by the concerned authorities, as per statutory requirements and/or administrative directions or otherwise.

II. The Developer/Second Party shall be entitled to refund of all fees, security deposits and other charges of whatsoever nature deposited by the Developer/Second

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Party with various statutory authorities with respect to the Project including any approval. The Land Owner/First Party undertakes and agrees that it shall pass such refund to the Developer/Second Party within 15 (Fifteen) days of receipt of the same.

### **21. Right to Mortgage:**

I. The Developer/Second Party shall have the right to take loan/funding/borrowing for construction of the commercial complex on the Said Land from any scheduled Bank/NBFC/Financial Institution or FDI partner by way of creation of mortgage or encumbrance over the Said Land and Gross Revenue subject to the condition that the Developer/Second Party shall all time maintain the assets in the current Project up to the value of construction loan taken by it, however such mortgage shall not affect any rights, title and interest and share of the Land Owners/First Party under this Agreement. All liability arising on the Said Land due to loan/borrowing taken by the Developer/First Party, the Developer/Second Party shall bear all the costs and expenses to get the Said Land free from the mortgage and the Land Owners/First Party shall not be responsible for the same on any account whatsoever.

II. The Land Owners/First Party, shall cooperate with the Developer/Second Party for obtaining loan/borrowing facilities by the Developer/Second Party. The Land Owners/First Party agree to sign any document only for the purpose of creating an Encumbrance on the Said Land and provide NoC /Title deeds as may be required by the Developer/Second Party for creating a mortgage, equitable or otherwise but none of its Directors/Shareholders will be called upon to give any personal guarantee. Further the amounts that will be borrowed by the Developer/Second Party shall be deposited in a separate account and shall be used for the purpose of construction of the Project only and not for any other purposes.

III. It is agreed between the Parties that, if required by the lender/funding institution, the Land Owners/First Party and Developer/Second Party shall open a new escrow account or convert the existing account into such new escrow account, on the terms and conditions agreeable to the lender/funding institution and the Parties or the Developer/First Party, as the case may be, will enter into and execute a new escrow agreement. This new escrow account will supersede the existing escrow

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agreement, however, the Developer/Second Party will ensure that the payment to the Land Owners/First Party towards its agreed share from the Gross Revenue will be continued and such understanding is included and incorporated in the new escrow agreement. The funds so raised shall be utilized for its intended purpose only and shall be routed through the said Escrow account as prescribed by the funding Institution.

IV. It is also understood and agreed by the Developer/Second Party that any money received on account of the project through any direct or indirect source i.e. bank loans, FDI's shall be deposited in this account only and the Developer/Second Party shall make sure that these considerations are exclusively used for the development and construction of the Project only. It is also understood and agreed by the Developer/Second Party that there will be no other account except the said escrow account for this Project to receive any sale consideration on account of this Project.

### **22. Specifications:**

That the building plans and construction for the said commercial complex shall be in accordance and conformity with the Zonal Plan and Rules and Bylaws of GDA and/or other Authority as may be prescribed from time to time.

### **23. Fire – Fighting:**

Whatever fire-fighting equipment and installations including civil works are necessary will be provided by the Developer/Second Party and the costs and expenses thereof will be met by the Developer/Second Party in its entirety.

### **24. Commencement Time & Force-Majeure:**

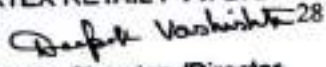
That the commencement of construction shall be deemed to have commenced on the day subsequent to Zero Date and the same shall be completed within a period of 5 years from the Zero Date. All the terms are of the essence of this agreement.

That this Agreement shall be subject to force majeure circumstances which shall include earthquakes, floods, fire or any other natural calamities, declared war or issues relating to ownership of land which restrains/prohibits the Developer/Second Party from proceeding with the Development.

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### 25. Miscellaneous:

i) It is hereby expressly agreed and understood by and between the parties hereto that this Agreement does not constitute a partnership or association of persons between 'Land Owners/First Party' and 'Developer/Second Party', nor is any partnership contemplated nor does it tantamount to forming an association of persons.

ii). This Agreement constitutes the entire understanding between the parties and there are no promises, assurances, undertakings or any other terms and conditions other than what is stipulated in this Agreement.

iii). The provisions of this Agreement shall not be altered added to or omitted except in writing duly signed by both the parties.

iv). The waiver (express or implied) of a breach of any provision of this Agreement shall not be construed as a waiver of any other provisions thereof or a waiver of subsequent breach of the same provision.

(v) That this **GENERAL** Agreement forms a typical development agreement wherein:

Owners	:	Land Owner/First Party
Developer	:	Developer/Second Party

vi) That all the act as per the agreement will be governed by and subject to the acts , statutes , rules , regulation , guidelines issued by the authorities concerned from time to time including the provisions of the registration act , stamp duty act , transfer of property act , tin terms of Jurisdiction and prevalence .

### 26. Mutual Notices:

All mutual notices shall be served upon the addresses given above.


### 27. Stamp Duty:

The present Agreement shall be registered and the stamp duty charges shall be borne by the Developer/Second Party.

For SMV AGENCIES PVT. LTD.

  
Authorised Signatory

For VERTEX RETAIL PVT. LTD.


  
Auth. Signatory/Director

E-STAMP CERTIFICATE NO.IN-DL37076126442939U

28. Arbitration:

In the event of any dispute or differences between the parties relating to this Agreement the same shall be solely and exclusively referred to the Sole Arbitrator mutually appointed by the Land Owners/First Party and the Developer/Second Party in accordance with the provisions of Arbitration and Conciliation Act, 1996. The decision of the sole Arbitrator shall be final and binding on the parties. The venue of arbitration shall be at New Delhi.

IN WITNESS WHEREOF the parties have set their hands to this Agreement on this 26<sup>TH</sup> DAY OF MAY, 2022.

<p>Signed and delivered by <b>SMV AGENCIES PVT. LTD.</b> [Land Owners/First Party] For SMV AGENCIES PVT. LTD.</p>  <p>Authorized Signatory Name: Mr. Vikas Kumar</p>	<p>Witnessed by:</p>  <p>Address: -37200980/414 Name: <u>Pradeep Kumar Jha</u> Address: <u>S/O. Ms. Gitanjali Jha</u> <u>H. N2-1A/ Hind NAGAR</u> <u>Gate NO-4 TILAK NAGAR</u> <u>DELHI.</u></p>
<p>Signed and delivered by <b>VERTEX RETAIL PRIVATE LIMITED</b> [Developer/Second Party] For VERTEX RETAIL PVT. LTD.</p> <p>Auth. Signatory/Director Authorized Signatory Name: Mr. Deepak Kumar</p>	<p>Witnessed by:</p>  <p>Address: 298116780909 Name: <u>Krishan Kumar Shasani</u> Address: <u>S/O. Chhishar Advocate</u> <u>P.O. 171 Bhogal Mathura</u> <u>Uttar Pradesh - 281502</u></p>

For SMV AGENCIES PVT. LTD.

Authorized Signatory

For VERTEX RETAIL PVT. LTD.

Auth. Signatory/Director

Reg. No.  
845

Reg. Year  
2022-2023

Book No.  
4



Ist Party



IInd Party



Witness

Ist Party SMV AGENCIES PVT LTD THROUGH ITS VIKAS KUMAR

IInd Party VERTEX RETAIL PVT LTD THROUGH ITS DEEPAK

Witness PRADEEP KUMAR JHA, KRISHAN KANT SHARMA

**Certificate (Section 60)**

Registration No.845 in Book No.4 Vol No 2,267-  
on page 1 to 31 on this date 26/05/2022 1:19:15PM  
and left thumb impressions has/have been taken in my presence.

day Thursday

Date 26/05/2022 13:20:21



*[Signature]*  
Sub Registrar  
Sub Registrar VI  
New Delhi/Delhi

For SMV AGENCIES PVT. LTD.

*[Signature]*  
Director/Authorised Signatory



2295592100845



*[Signature]*  
Deepak Varshisht





सत्यमेव जयते

INDIA NON JUDICIAL

16477  
25/09/22

Government of National Capital Territory of Delhi

e-Stamp

T-67

Certificate No.	:	IN-DL92587587912114U
Certificate Issued Date	:	26-Sep-2022 11:30 AM
Account Reference	:	MPACC (IV)/CI/067003/DELHI/DL-DLH
Unique Doc. Reference	:	SUBIN-DL-DL106700364931597732000U
Purchased by	:	SMV AGENCIES PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SMV AGENCIES PVT LTD
Second Party	:	VERTEX RETAIL PVT LTD
Stamp Duty Paid By	:	SMV AGENCIES PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

1684



Verified & Locked

26-11-1981

1-12-1982

Please write or type below this line



P. ANIL KUMAR

Authorised Signatory  
 P. Anil Kumar  
 6609589106  
 VERTEX RETAIL PVT LTD



P. Anil

For VERTEX RETAIL PVT LTD.  
 AUTHORIZED SIGNATORY  
 Authorised - 6609589106  
 For VERTEX RETAIL PVT LTD.  
 P. Anil  
 Auth. Signatory/Director

Statutory Alert:

- The authenticity of the Stamp on/Inklets should be verified through the existing portal or using e-Stamp Mobile App or e-Stamp Holding.
- Any discrepancy in the details on the Inklets and as per page 6 of the website of Public Appenders Limited.
- The steps of checking the ledger are given in the user's handbook.
- In case of any discrepancy please inform the Customer Authority.

SMV AGENCIES PVT LTD. DELHI. REGD. OFFICE: 101, ANANDAPUR, DELHI-110028. TEL: 011-26101111. FAX: 011-26101112. WEBSITE: WWW.SMVA.CO.IN



**E-STAMP CERTIFICATE NO.IN-DL92587567912114U**

- : 3 :-

**WHEREAS** the Parties hereto had entered into a General Agreement dated 26.05.2022 in terms whereof the Parties had agreed to develop a Commercial Project on the land owned by the Second Party amicably without any pressure, undue influence and fraud subject to certain stipulations therein.

**WHEREAS** during the pendency of the aforesaid General Agreement the Parties have mutually decided to modify certain terms of the said Agreement whilst also adding some terms to the said Agreement. The said modification and addition are being carried out to facilitate each other and have agreed upon mutually, willfully, without undue influence and fraud.

**WHEREAS** apart from the terms mentioned hereunder all the terms and conditions of the General Agreement dated 26.05.2022 shall carry the same meaning and effect unless the same are repugnant to the terms mentioned hereunder: -

1. That the Parties herein unconditionally agree that the second Party shall be responsible towards the total liability (ies) of the third party (ies), third party (ies) include Allottee (s), Vendor (s) and Contractor (s)/Sub-Contractor (s).
2. That the amount shall be received in the Bank Account of M/s Vertex Retails Pvt. Ltd. "second Party" and the same amount shall be utilized towards the development and construction of Project in consonance with the Rules and Regulations of the Real Estate (Regulatory and Development) Act, 2016 and UP-RERA Rules & Regulations, 2017.

Contd...4/p

For VERTEX RETAIL PVT. LTD.  
[Signature]

For VERTEX RETAIL PVT. LTD.  
[Signature]  
Auth. Signatory/Director



**E-STAMP CERTIFICATE NO.IN-DL92587567912114U**

-: 2 :-

**AMENDMENT/ADDENDUM TO GENERAL AGREEMENT**

This Addendum Agreement ("Additional Agreement") is made and executed at Delhi on this **27<sup>th</sup> Day of September 2022**

**By and between:**

**M/s S.M.V. Agencies Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956 having its office at Vikas Surya Plaza , LSC -2 , Plot no. 2&3 , Sector 7 , Rohini , Delhi and Registered Office at S-25, Green Park, New Delhi represented through its Authorized Signatory **Mr. Vikas Kumar** , S/o Shri Vijay Singh . R/o G-120, Jagat Puri , Krishna Nagar , East Delhi -110051 . duly authorized vide board resolution dated 24.05.22 passed in the board meeting which expression shall unless repugnant to the context mean and include its successors-in-interest, legal heirs, administrators, and assigns, of the **First Part** (hereinafter referred to as the "**Land Owner/First Party**").

**And**

**M/s Vertex Retail Pvt. Ltd.**, a Company incorporated under the Companies Act, 1956 having its Registered Office at H-157 , Sector 63 , Noida through its Authorized Signatory **Mr Deepak Vashisht** S/o Dulli Chand Sharma R/o 1714 Tower B , Gaur Global Village Crossing Republic, Ghaziabad, UP-201014, duly authorized vide board resolution dated 24.05.22 passed in the board meeting which expression shall unless repugnant to the context mean and include its successors-in-interest, administrators, and assigns, of the **Second Part**(hereinafter referred to as the "**Second Party/Developer**").

The First Party and the Second Party shall hereinafter be referred to individually as "Party" and, collectively, as "Parties."

Contd...3/p

RESERVED



For VERTEX RETAIL PVT. LTD.



Auth. Signatory/Director

Deed Related Detail

Deed Name GENERAL AGREEMENT GENERAL AGREEMENT

Land Detail

Tehsil/Sub Tehsil Sub Registrar VI  
 Village/City Others Building Type  
 Place (Segment) Others  
 Property Type  
 Property Address House No., Road No., Others  
 Area of Property 0.00 0.00 0.00

Money Related Detail

Consideration Amount 0.00 Rupees Stamp Duty Paid 100.00 Rupees  
 Value of Registration Fee 1000.00 Rupees Pasting Fee 100.00 Rupees

This document of GENERAL AGREEMENT GENERAL AGREEMENT  
 Presented by: Sh/Smt. S/o, W/o R/o  
 SMV AGENCIES PVT LTD THROUGH VJAY SINGH G-120 JAGAT PURI KRISHNA NAGAR DELHI  
 in the office of the Sub Registrar, Delhi this 27/09/2022 12:58:46PM day Tuesday between the hours of

Signature of Presenter  




  
 Registrar/Sub Registrar  
 Sub Registrar VI  
 Delhi/New Delhi

Execution admitted by the said: Shri / Ms.  
 SMV AGENCIES PVT LTD THROUGH ITS VIKAS KUMAR  
 and Shri / Ms.  
 VERTUX RETAIL PVT LTD THROUGH ITS DEEPAK VASHISHT  
 who is/are identified by Shri/Smt/Km. PRADEEP KUMAR JHA S/o W/o D/o GIJURAN JHA R/o WZ-1A HIND NAGAR GATE NO 4 TILAK  
 NAGAR DELHI  
 and Shri/Smt. KIM JAI PRAKASH S/o W/o D/o MAN PYARE R/o 13 KAHRI PUR DELHI.

(Marginal Witness), Witness No. It 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.

Auth. Signatory/  


Date 27/09/2022 13:19:48

  
 Registrar/Sub Registrar  
 Sub Registrar VI  
 Delhi/New Delhi



**E-STAMP CERTIFICATE NO.IN-DL92587567912114U**

-: 4 :-

3. That in case the Developer discontinues with the Project, the Developer "Second Party" shall bear all the responsibility (ies) towards the Allottee (s) and the "Second Party" shall settle all the Due (s), Loan (s) and Advance (s) etc. taken against the Project in the case of discontinuation with the Project without any dispute.
4. That the Second Party takes complete responsibility towards the liabilities arising out towards the Third Party (ies) except the liabilities against the Land Due (s)/Charge created by First Party against the Land in question.
5. That it has been mutually agreed that any amendment/s, modification/s and additions to the present Agreement and General Agreement dated 26.05.2022 shall only be carried out through a document in writing signed by the Authorized Signatory/ies of both the Parties and the said amendment/s, modification/s and additions, as the case may be shall then constitute a Change.

**IN WITNESS WHEREOF**, the Parties hereto have set their respective hands to these presents on the day, month and year first mentioned above.

**STAMPED & SIGNED FOR AND ON BEHALF OF THE "FIRST PARTY"**

**STAMPED & SIGNED FOR AND ON OF BEHALF OF THE "SECOND PARTY"**

For VERTEX RETAIL PVT. LTD.  
Authorized Signatory  
(Signature)  
**AUTHORIZED SIGNATORY**

For VERTEX RETAIL PVT. LTD.  
Auth. Signatory/Director  
(Signature)  
**AUTHORIZED SIGNATORY**

**WITNESSES:**

1. Pradeep Kumar Jha  
S/o Ghuraj Jha  
M/o W2-1A HINDI NAGAR  
Colli No-4 TILAK NAGAR  
JALPAIGURI  
Aadhaar - 372009801414

2. Jai Prakash  
S/o Man Pyare  
M/o 1/5 Kichai Pur  
East Delhi  
Aadhaar - 250796764083

Reg. No. 1684 Reg. Year 2022-2023 Book No. 4



1st Party



2nd Party



Witness

1st Party SMV AGENCIES PVT LTD THROUGH HIS MIKAS KUMAR  
2nd Party VE-ELX RETAIL PVT LTD THROUGH HIS DEEPAK YASHUJI  
Witness PRADLEP KUMAR JHA, JAI PRAKASH

**Certificate (Section 60)**

Registration No 1684 in Book No 4 Vol No 2,388  
on page 189 to 192 on this date 27/09/2022 1:43:40PM  
and left thumb impressions has/have been taken in my presence

day Tuesday

Sub Registrar  
Sub Registrar VI  
New Delhi/Delhi

Date 27/09/2022 13:36:55

