



**GENERAL AGREEMENT**

**THIS GENERAL AGREEMENT is executed at Delhi, on this 30<sup>th</sup> day of November, 2023**

By & Between:

**M/s S.M.V. AGENCIES PVT. LTD.** (PAN-AAACS3405J) a Company incorporated under the Companies Act, 1956 having its office at 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. Sanjeev Kumar Roy S/o Shri Vinay Kumar Roy R/o J-22, FF-1, First Floor, Gali No.14, Govindpuram, Ghaziabad, U.P., duly authorized vide board resolution dated 17/11/2023 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 WELCOME VERTEX INFRA PRIVATE LIMITED.,** (PAN-AADCW3591N) a Company incorporated under the Companies Act, 1956 having its Registered Office at D-29, Basement, Gulmohar Park, Delhi, through its Authorized Signatory Mr. Vikas Kumar S/o Shri Vijay Singh R/o G-120, Near Prachin Shiv Mandir, Jagatpuri, Krishna Nagar, East Delhi, duly authorized vide board resolution dated 24/11/2023 passed in a board meeting (hereinafter referred to as **“ 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;

**For SMV AGENCIES PVT. LTD.**

Director/Authorised Signatory

**For WELCOME VERTEX INFRA PRIVATE LIMITED**

Director/Authorised Signatory

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 Residential  
Property Address House No.:0, Road No.:NOT APPLICABLE, 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 Pasting Fee 100.00 Rupees

This document of GENERAL AGREEMENT GENERAL AGREEMENT

Presented by: Sh/Smt. S/o, W/o R/o  
S M V AGENCIES PVT LTD THROUGH VINAY KUMAR J-22 F-1 FF GALI NO.14 GOVINDPURAM  
in the office of the Sub Registrar, Delhi this 30/11/2023 12:00:00AM day Thursday between the hours of

Director/Authorised Signatory

Registrar/Sub Registrar  
Sub Registrar VI  
Delhi/New Delhi

Signature of Presenter

Execution admitted by the said: Shri / Ms.  
S M V AGENCIES PVT LTD THROUGH ITS SANJEEV KUMAR ROY

and Shri / Ms.  
WELCOME VERTEX INFRA PRIVATE LIMITED THROUGH ITS VIKAS KUMAR  
Who is/are identified by Shri/Smt/Km. JAI PRAKASH S/o W/o D/o MAN PYARE R/o 1/5 KHICHRI PUR SHAMAS PURI EAST DELHI  
and Shri/Smt./Km ARVIND KUMAR MITTAL S/o W/o D/o RAM SARAN DAS R/o 17/428 KALYAN PURI DELHI

(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.

Director /Authorised Signatory

Registrar/Sub Registrar  
Sub Registrar VI  
Delhi/New Delhi

Date 30/11/2023 15:00

E-STAMP CERTIFICATE NO.IN-DL98233834351655V

**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-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 Sales & construction Authority, Ghaziabad, in favour of the M/s S.M.V Agencies Pvt. Ltd .


**AND WHEREAS** Ghaziabad Sales & construction 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 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 Sales & construction 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 plot no. 1,2,3 admeasuring 187.55 sqm each, plot no. 4,5,16 to 27 admeasuring 162.70 sqm each and plot no. 6,15 & 28 admeasuring 81.25 sqm each , totaling to 3083.40 sqm approximately situated in H-Block and approved in commercial Plot No. 8 of which the approval letter and drawing is attached and comprised in the Total Land (hereinafter referred to as the '**Said Land**'). Moreover the drawing for shop on plot no. 4,5,16 to 27 has already been approved vide letter no and drawing no. GDA/BP/22-23/1224 dated 27<sup>th</sup> Aug 23 (Copy of which is attached)

For **SMV AGENCIES PVT. LTD.**

  
Director/Authorised Signatory

For **WELCOME VERTX INFRA PRIVATE LIMITED**

  
Director/Authorised Signatory

**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 pendense, 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 itself or through Second Party.

**AND WHEREAS** the first party has invited the second party for carrying out the following activities in the project being developed on the said land:

1. Construction of the project on the said land as per the plan approved by GDA
2. For carrying out sales of the said inventory thus carved out from the construction of the project (with the final approval of the Land Owner).
3. To carry out marketing and branding of the said project in the market and to get investors for the sale of the units.
4. To maintain CRM data for the said project.
5. To maintain the day-to-day accounting of the said project being made on the said land.

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

**AND WHEREAS** the Second Party represents and warrants that it has prepared the tentative sales & construction 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 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 Second Party under this Agreement.

For SMV AGENCIES PVT. LTD.

  
Director/Authorised Signatory

For WELCOME VERTEX INFRA PRIVATE LIMITED

  
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**AND WHEREAS** the Land Owner/First Party have agreed to grant to the Second Party the complete construction activity of the abovementioned project alongwith the sales & marketing of the project. The Second Party shall construct and sale the commercial shops on the Said Land in accordance with the necessary approval which has to be obtained by the 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. At no point of time this agreement shall be treated as transfer of development rights on land. Possession of land, its title and further right to sale of undivided share in land shall remain with the Land Owner.

**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 amounts deposited against provisional allotment/ booking/ sale of the commercial units, creation of any right, title or interest or creation of any possessory 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, transfer fee/assignment charges/lease rentals and revenue sharing arrangements collected from the customers/purchasers/ Lessees/assignees of Units in the commercial , , car parking, ,terraces, club membership fees (if any), provisional allotment, booking, external electrification charges, fire-fighting charges, any extraordinary receipt from the prospective purchasers, forfeiture or otherwise, taxes including GST, 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;

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;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 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 sales & construction 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 'VEWE' to be constructed by the 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 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 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 deposit of Refundable Security Depositor the date on which Project related drawing approval is in place i.e .....

For SMV AGENCIES PVT. LTD.

  
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For WELCOME VERTEX INFRA PRIVATE LIMITED

  
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**2. Basic Agreement:**

(i) In consideration of the construction of the Project to be developed in the Said Land as set out in Schedule-I and in consideration of construction and sales of the commercial complex on the Said Land to be undertaken by the 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 sales & construction rights to the Second Party to construct, market and sell the Project on the Said plot no. 1,2,3 admeasuring 187.55 sqm each , plot no. 4,5,16 to 27 admeasuring 162.70 sqm each and plot no. 6,15 & 28 admeasuring 81.25 sqm each , totaling to 3083.40 sqm, situated in H-Block and approved as commercial Plot No. 8 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. The basic drawing for the shops have also been approved by the competent authority vide letter no GDA/BP/22-23/1224 dated 27<sup>th</sup> Aug'23.

(ii) The Land Owner/First Party and the 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. The Land owner will directly receive his share of 35% gross revenue from customer towards sale of land or undivided share in land. The second party will receive its 65% share of gross revenue directly from customer towards its consideration for construction & marketing activity. The sharing of amounts shall be through Escrow Account Only. In case the concerned authority allows any additional FAR over and above 1.75 FAR or from the present approved drawing which shall also include the purchasable and compoundable FAR and any future purchasable FAR, which the First 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 be treated in the same ratio as basic understanding with the Second Party. The entire Gross Revenue received by selling of commercial units in the proposed commercial complex, up to the FAR of 1.75,

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shall be deposited in Escrow Account opened in a Scheduled Bank at Delhi/NCR and the said amount received shall be reconciled on quarterly basis.. 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 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 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 Second Party. The 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 shall be obtained by the Second Party. The cost, both direct and indirect, for the purchase of FAR shall also be exclusively borne by the second Party. However being the landowner, First Party shall assist and comply with all the formalities required for purchasing such FAR.

(iii) That the 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 be paid its consideration in the form of share in the Gross Revenue alongwith the Land Owner/First Party on the terms and conditions mentioned herein.

(iv) That in case any other approval related to sales & construction of Commercial complex on the said land is required from/by GDA, it shall be the sole responsibility of the First Party. However such costs and expenses shall be borne by the second party .

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(v) The SECOND PARTY shall solely be responsible for the entire sales & construction 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 sales & construction 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/FIRST PARTY.

**3. RIGHT TO THE SECOND PARTY FOR SALES & CONSTRUCTION**

That the land owner/first party has granted the above contract for sales & construction on the said land to the second party on \_\_\_\_\_, so as to enable the second party to carry out survey of the said land and to prepare the design and business plan for sales & construction 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 sales & construction to be received by the second party:

a) they will have exclusive right on the 65% of gross revenue in the escrow account from the sale of commercial units or any other form of real estate developed by them, in recompense of their construction activity (including Sale and Marketing) on the said land as approved by the requisite authorities, in ratio agreed upon as mentioned in Clause 2(ii) above.

b) The second Party shall be entitled to Gross Revenue received **FROM THE sale** of commercial units, super area built in proposed Commercial Complex in ratio agreed upon as mentioned in Clause 2(ii) above. In case the concerned authority allows any additional FAR over and above 1.75 FAR, the Second Party shall share the same in the prescribed ratio as received **FROM THE SALE** of commercial units in respect of Additional FAR built in proposed Commercial plots beyond the FAR of 1.75.

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c) **Contract to sale and construct :** the site will be handed over to the Second Party of the Said Land, and the Second Party shall start construct 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 second party within 15 days from the date of execution of this agreement, authorizing it to do all acts and work connected with the sales & 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 along with the execution of the sale deed .

(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 towards sale of land/undivided share of land to customers, directly from escrow account.

(b) The Land Owners/First Party shall be entitled to **Refundable Security Deposit** as per Annexure A from the second party. The said payment is a security for allowing the Second Party to construct the project on the land. The said amount shall be refundable to the second party at the time of the completion of project or in the phased manner as may be mutually agreed.

(C)

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

(a) The 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:

For SMV AGENCIES PVT. LTD.

  
Director/Authorised Signatory

For WELCOME VERTEX INFRA PRIVATE LIMITED

  
Director /Authorised Signatory

- 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;
- Construction and financing of the Project;
- Marketing and sale of the said Project.
- 
- 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 Second Party only.

(b) All expenses (except those mentioned in Clause 6 hereafter) involved in and for obtaining licenses for Commercial Complex 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 Second Party only.

(c) The 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 cost thereof so incurred will be borne by Second Party.

(d) That the 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, 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 limited to the project 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

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Authority, shall be wholly to the account of the Second Party at its own cost as will be each and all sales & construction costs till the completion of the Project.

- (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 sales & construction of the Said Land, the 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 Second Party shall have the full right and authority to apply for or agree to modifications to the Sanctioned Plan as may be considered proper by the Second Party from time to time.
- (h) The 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.
- (j) To get the drawing approval done of Commercial Complex.
- (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 Second Party at its own cost.

**For SMV AGENCIES PVT. LTD.**

  
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(k) All electricity payment for connection, installation, fixed and security charges and other charges in the Commercial Complex shall be made by the Second Party . However the maintenance charges of the project and township shall be combined with the power backup bill for payment if permissible/feasible . However all the UPPCL charges levied shall be paid by the commercial shop owner directly to the electricity department .

(l) The 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 Second Party and/or of any agency nominated by the First Party. All decisions of the 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 Second Party shall ensure that their Allottees/shop Buyers/Subsequent Transferees/RWA shall 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 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 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:**

**For SMV AGENCIES PVT. LTD.**

  
Director/Authorised Signatory

**For WELCOME VERTEX INFRA PRIVATE LIMITED**

  
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(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 constructed by the 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 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 G.D.A 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.

(c) To provide all the basic amenities & facilities such as Road, outflow drain from STP and electricity connection up to the boundary of the Said Land to the Second Party .. The electricity charges have to be borne by the Second Party as per the approved plan, payment to be made as and when asked/demanded by the Land Owners/First Party. All utility and service charges are to be paid on actual basis as and when demanded by the first party .

(d) To provide electric permanent load connection as per the requirement of the Second Party on or before 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 Second Party as per actual including all direct and indirect costs as and when demanded by the Land Owner/First Party.

(e) 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.

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

**For SMV AGENCIES PVT. LTD.**

  
Director/Authorised Signatory

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(g) 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.

(h) The Land Owners/First Party shall obtain any approval for the Township if required or demanded by the governing authority for the second party and proportionate cost in respect of the Project shall be borne by the second Party after the sanction of map

(i) To Facilitate the 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.

(j) 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 second Party.

(k) To provide requisite space for branding and advertisement spaces as per the requirement of the second 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 Second Party in respect of the Said Land or any constructions thereon, during the entire term of this Agreement.

For SMV AGENCIES PVT. LTD.

  
Director/Authorised Signatory

For WELCOME VERTEX INFRA PRIVATE LIMITED

  
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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 start of construction on the Said Land. In case of any notice or dues on behalf of the land owner demanded by the Govt. which affects the business or sale of the project/units , then the second party shall give notice of 30 days to the first party to resolve the issue . In case the first party fails to resolve the issue even after 30 days , then the second party shall resolve the issue and adjust the amount from the land owner share in the next installment . Moreover the time utilized in resolving the issue shall be treated as Zero period and the installment date shall be shifted accordingly .

III. To keep the 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 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 First Party save and except as agreed to be borne by the Second Party. The cost and expenses for any statutory charges regarding the Commercial Complex is the sole responsibility of the Second Party and regarding land is of the first party .

V. To authorize the Second Party for sales & construction, finance, marketing 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 Second Party or its nominee/s.

VI. The Land Owners/First Party shall not disturb, prevent or interrupt the construction and sales & construction activities carried out by the Second

For **SMV AGENCIES PVT. LTD.**

  
Director/Authorised Signatory

For **WELCOME VERTEX INFRA PRIVATE LIMITED**

  
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Party for the sales & construction 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.

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

- (i) The Second Party shall have the sole right to market, book, allot, transfer, let, lease the commercial units 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 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 Second Party or its nominees providing such authorization .

**8. Obligations of the SECOND PARTY:**

- I. That all the necessary licenses and approvals and sanctions of the Building Plan by the Concerned Authority has to be applied, the 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.

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 Second Party is liable for penalty of Rs \_\_\_\_\_, payable to First Party.

**For SMV AGENCIES PVT. LTD.**

  
Director/Authorised Signatory

**For WELCOME VERTEX INFRA PRIVATE LIMITED**

  
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- II. 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.
- III. That the Second Party shall have full authority and power to construct the Said project 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.
- IV. To comply with the byelaws, rules, regulations, policies, laws and GDA norms as applicable for the construction of the Commercial Complex.
- V. 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 Second Party shall repair the same at its own cost and expenses. However, the liability of the Second Party to pay the penalty shall stand extended by such time till the force majeure event has existed.
- VI. Obtaining all requisite approvals, permissions, any additional licenses and sanctions other than those already obtained by the Land Owners/First Party (i) Second Party shall solely be responsible for the entire sales & construction 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 sales & construction of the Project; (iv) timely completion of construction and sales & construction 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.

For **SMV AGENCIES PVT. LTD.**

  
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- VII. To apply for and obtain expeditiously and in a timely manner from the relevant authorities all approvals for sales & construction and construction of the Project that are required to be obtained by Second Party for construction and completion of the Project and keep the same valid and subsisting throughout of the Project.
- VIII. To carry out within the specified Project Timelines the construction and sales & construction of the Project until completion of the sales & construction 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.
- IX. To do all such acts, deeds and things that may be required for the Project or for the compliance of this Agreement.
- X. 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 sales & construction work and to pay the wages, remuneration and salary of such persons and shall also take third party insurance of such persons.
- XI. 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 sales & construction of the Project paid by First Party.
- XII. 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

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cement, steel and other building materials, if any as the Second Party deems fit.

XIII. Generally, any and all other acts, deeds and things that may be required for the implementation of the Project.

XIV. 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 Second Party or its nominees on behalf of the Land Owners/First Party as their duly constituted attorney.

XV. Any amounts payable to any of the customers upon cancellation/termination of the Unit in the Project shall be refunded by 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 Second Party for any delay or deficiency in delivery of the saleable unit, which shall be the sole liability of Second Party. The 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 First Party.

XVI. 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 Party for filing of any statutory or corporate returns, applications or compliances shall be furnished by 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

For SMV AGENCIES PVT. LTD.

  
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For WELCOME VERTEX INFRA PRIVATE LIMITED

  
Director /Authorised Signatory

shall be the sole responsibility of the second 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 first party/owner shall be liable to TDS or any other tax as applicable . The second party shall be solely responsible for discharge of GST on its construction services including any other tax, wherever applicable, and shall be paid by them at their own risk and cost .
- 11.** If any provision of this agreement is or at any time becomes invalid , illegal or unenforceable under any enactment or rule of law , such provision will to that extent be deemed not to form part of this agreement but the validity , legality and enforceability of the remainder of this agreement will not be effected .
- 12.** 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 Second Party. This business plan is an integral part of this Agreement.
- 13.** That the Commercial Complex shall be built and developed by the 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 Second Party shall follow all the terms and conditions imposed as per U.P. Apartment Act 2010 strictly.
- 14.** 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 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 First Party. In such circumstances, on account of any unfortunate happening may be at the site or otherwise in any

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manner arising/concerning and connected to the proposed Project and any compensation in any manner becomes payable either to the workmen/officers or to their heirs or any other account connected and concerning the Project, the same shall be exclusive liability of the Second Party .

- 15.** The 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 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 Second Party for getting the same.
- 16.** That the 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.
- 17.** That all charges, expenses and outgoing expenses towards water and electricity, during sales & construction of the commercial complex shall be exclusively borne and paid by the Second Party in entirety as and when demanded by the Land Owners/First Party based on the payment timeline of the respective authorities.
- 18.** The 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 Second Party at its own costs and expenses.
- 19.** The 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 pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations from the sanctioned plans.

**For SMV AGENCIES PVT. LTD.**

Director/Authorised Signatory

**For WELCOME VERTEX INFRA PRIVATE LIMITED**

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**20. 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, sales & construction, business module, operations etc. including any other obligations under this Agreement.
- II. The 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 sales & construction of the Said Land or incidental to the sales & construction, due to any accident, or otherwise caused by any act, default or neglect of the Second Party or any of its employees or otherwise arising from breach of any of the provisions, undertakings representations and warranties and covenants of this Agreement. The 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;

For **SMV AGENCIES PVT. LTD.**

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- (iv) all matters concerned with respect to payment by 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 Second Party in the Project;
- (vi) any type of accidents that may occur during the course of sales & construction 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.
- (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 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 First Party.

For **SMV AGENCIES PVT. LTD.**

  
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**21. Bank Guarantee:**

I. All the Bank Guarantees to GDA/ the Competent Authorities required for this commercial Project shall be furnished by the second 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 Second Party irrespective of the fact that the Land Owners/First Party, are called upon to be furnished by the concerned authorities specifically for this project , as per statutory requirements and/or administrative directions or otherwise.

II. The Second Party shall be entitled to refund of all fees, security deposits and other charges of whatsoever nature deposited by the Second 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 Second Party within 15 (Fifteen) days of receipt of the same.

IV. It is also understood and agreed by the 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 Second Party shall make sure that these considerations are exclusively used for the sales & construction and construction of the Project only. It is also understood and agreed by the 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.

For SMV AGENCIES PVT. LTD.

  
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**23. Fire – Fighting:**

Whatever fire-fighting equipment and installations including civil works are necessary will be provided by the Second Party and the costs and expenses thereof will be met by the 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 Second Party from proceeding with the Sales & construction and sale including deferment of payment to the land owner.

**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 '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.

For SMV AGENCIES PVT. LTD.

  
Director/Authorised Signatory

For WELCOME VERTEX INFRA PRIVATE LIMITED

  
Director/Authorised Signatory

(v) That this **GENERAL** Agreement forms a typical sales & construction agreement wherein:

Owners : Land Owner/First Party  
Contractor : Second Party

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

**26. Special Condition of the Agreement :** That the abovementioned terms and conditions of this General Agreement 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 VeWe 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.
3. That in case the second party discontinues with the Project, then the "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.

For SMV AGENCIES PVT. LTD.

  
Director/Authorised Signatory

For WELCOME VERTEX INFRA PRIVATE LIMITED

  
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5. That it has been mutually agreed that any amendment/s, modification/s and additions to the present General Agreement 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.
6. All the responsibility for RERA compliances and approvals shall be the sole responsibility of the second party.
7. This Deed is for record purpose. If in future any duty on this Deed is required/applicable then the same shall be paid and borne by the parties to this Deed.

**27. Mutual Notices:**

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

**28. Stamp Duty:**

The present Deed shall be registered and any applicable stamp duty charges shall be borne by the Second Party.

**29. 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 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.

**For SMV AGENCIES PVT. LTD.**


  
Director/Authorised Signatory

**For WELCOME VERTEX INFRA PRIVATE LIMITED**

  
Director/Authorised Signatory

**E-STAMP CERTIFICATE NO.IN-DL98233834351655V**

**IN WITNESS WHEREOF** the parties have set their hands to this Agreement on this **30/11/2023**.

<p>Signed and delivered by <b>SMV AGENCIES PVT. LTD.</b> <b>[Land Owners/First Party]</b> For SMV AGENCIES PVT. LTD. Authorized Signatory Name:  Director/Authorized Signatory</p>	<p>Witnessed by:  Name: JAI PRAKASH SON OF MR. MAN PYARE Address: 1/5, KHICHRIPUR SHAMASPUR, EAST DELHI ADHAR- 2507-9676-4083</p>
<p>Signed and delivered by <b>WELCOME VERTEX INFRA PVT. LTD.</b> <b>[Second Party]</b> Authorized Signatory Name: Vikas Kumar For WELCOME VERTEX INFRA PRIVATE LIMITED  Director/Authorized Signatory</p>	<p>Witnessed by:  Name: ARVIND KUMAR MITTAL S/O MR. RAM SARAN DAS Address: 17/428, Kalyan Puri East Delhi - 110091, ADHAR - 2066-1345-4880</p>

*Manzab*

RegNo. 2344 Reg. Year 2023-2024 Book No. 4



Ist Party

IInd Party

Witness

Ist Party S M V AGENCIES PVT LTD THROUGH ITS SANJEEV KUMAR ROY

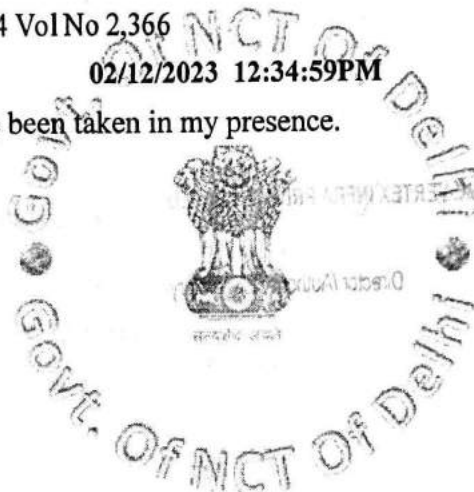
IInd Party WELCOME VERTEX INFRA PRIVATE LIMITED THROUGH ITS VIKAS KUMAR

Witness JAI PRAKASH, ARVIND KUMAR MITTAL

**Certificate (Section 60)**

Registration No.2,344 in Book No.4 Vol No 2,366  
on page 121 to 149 on this date 02/12/2023 12:34:59PM  
and left thumb impressions has/have been taken in my presence.

day Saturday



Date 02/12/2023 12:45:25

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



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