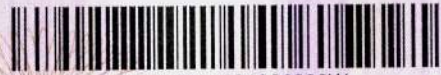




INDIA NON JUDICIAL



IN-UP13294681266926W

Government of Uttar Pradesh

e-Stamp

I-54033/2024

Certificate No.

IN-UP13294681266926W

Certificate Issued Date

07-Oct-2024 02:08 PM

Account Reference

NEWIMPACC (SV)/ up16052504/ NOIDA/ UP-GBN

Unique Doc. Reference

SUBIN-UPUP1605250423050971895120W

Purchased by

VIBHOR VAIBHAV INFRAHOME PRIVATE LIMITED

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

PLOT NO. GH-03A, AREA 20000 SQ MTRS, SECTOR-12, GREATER NOIDA WEST, GAUTAM BUDDHA NAGAR, U.P.

Consideration Price (Rs.)

:

First Party

LOTUS SRS BUILDTech PRIVATE LIMITED

Second Party

VIBHOR VAIBHAV INFRAHOME PRIVATE LIMITED

Stamp Duty Paid By

VIBHOR VAIBHAV INFRAHOME PRIVATE LIMITED

Stamp Duty Amount(Rs.)

5,44,93,000

(Five Crore Forty Four Lakh Ninety Three Thousand only)

E-STAMP  
LOCKED

Signature:

ACC Name : JAI SHANKER KAUSHIK

ACC Code : UP160 52504

ACC Address: S. R. office, Noida  
LIC 251/2022-23 Noida (G. B. Nagar)

Please write or type below this line

For LOTUS SRS BUILDTech PVT. LTD.

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

QE 0015489980

## Statutory Alert:

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



SHIL



Uttar Pradesh PVT. LTD.

Uttar Pradesh PVT. LTD.

Authorized Signatory Director

0012483380

Dated October 09, 2024

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**JOINT DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**LOTUS SRS BUILDTECH PRIVATE LIMITED**

**AND**

**VIBHOR VAIBHAV INFRAHOME PRIVATE LIMITED**

For LOTUS SRS BUILDTECH PVT. LTD.

  
Authorised Signatory/Director



For Vibhor Vaibhav Infrahome Pvt. Ltd.

  
Director





भारत सरकार, नई दिल्ली

सचिव, भारत सरकार

**JOINT DEVELOPMENT AGREEMENT****MARKET VALUE****: Rs. 108,98,60,000/-****STAMP DUTY****: Rs. 5,44,93,000/-****PLOT NO.****: GH-03A, Area 20,000 Sq Mtrs,  
SECTOR-12, GREATER NOIDA  
WEST, GAUTAM BUDDHA NAGAR,  
U.P.**

**{THE STAMP DUTY IS PAID ACCORDING TO GNIDA OFFICE ORDER Dt. 29/07/2024 THE BUILDER PLOT RATE IN THIS SECTOR IS RS.54,493 /- Sq. Mtrs.}**

This Joint Development Agreement ("Agreement"/ "JDA") is made on the 9<sup>th</sup> day of October 2024 ("Execution Date")

**BY AND BETWEEN:**

- (1) **LOTUS SRS BUILDTECH PRIVATE LIMITED,[PAN- AACCL7515L]** a Company incorporated under the provisions of the Companies Act, 2013, with Corporate Identification Number U70102DL2014PTC272203, having its registered office at A-118/1, 3<sup>rd</sup> Floor Vikas Marg, Shakarpur, New Delhi, Delhi-110092, India, acting through its Authorised Signatory **Mr. AZAD SINGH NARWAL (AADHAR NO. XXXX XXXX 1161) S/O MR. BALWIR SINGH R/O D-72, SECTOR-47, NOIDA, DISTT. GAUTAM BUDDHA NAGAR, U.P.-201301**, duly authorized vide Board Resolution dated **05.09.2024** (hereinafter referred to as "**Land Owner**") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

**For Vibhor Vaibhav Infrakhome Pvt. Ltd.****Director****For LOTUS SRS BUILDTECH PVT. LTD.****LAND OWNER**  
**Authorised Signatory/Director****DEVELOPERS**





AND

- (2) **VIBHOR VAIBHAV INFRAHOME PRIVATE LIMITED [PAN- AABCF2720J]** a Company incorporated under the provisions of the Companies Act, 1956, with Corporate Identification Number U70101DL2007PTC170268, having its registered office at S-551, School Block, Shakarpur, East Delhi-110092, India, acting through its Authorised Signatory **Mr. VIBHOR TYAGI (AADHAR NO. XXXX XXXX 8269) S/O MR. PRAVEEN TYAGI R/O R-9/242, RAJ NAGAR, GHAZIABAD, U.P.- 201002**, duly authorized vide Board Resolution dated **25/09/2024** (hereinafter referred to as **"Developer"** which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

The **Land Owner** and the **Developer** are hereinafter individually referred to as a **"Party"** and collectively as the **"Parties"**.

**RECITALS:**

- (A) That, the Greater Noida Industrial Development Authority (**"GNIDA"**) had launched the scheme for allotment of group housing plots under the scheme No.BRS01/2014-15.
- (B) That, the consortium member i.e., Grand Realtech Limited and its associate companies (hereinafter collectively referred to as **"Consortium"**) had applied before the GNIDA for allotment of Plot No.GH-03, Sector-12, Greater Noida (West), District- Gautam Buddh Nagar, Uttar Pradesh, admeasuring approx. 60,000 Square Meters (hereinafter referred to as **"Larger Plot"**), under the Scheme No.BRS01/2014-15.
- (C) That, GNIDA allotted the Larger Plot, i.e., Plot No.GH-03, Sector-12, Greater Noida (West) admeasuring 60,000 Square Meters to the Consortium vide the Allotment Letter dated 07.08.2014, bearing No.PROP/BRS-01/2014-15/1586, on the terms and conditions mentioned therein.
- (D) That, the said Larger Plot was later sub-divided into Plot No GH-03A, GH-03B and GH- 03C, admeasuring 20,000 Square Meter each, vide Letter dated 26.04.2016 bearing No. PROP/BRS-01/2014-15/2016/564, issued by GNIDA.
- (E) That, the Plot No GH-03A, Sector- 12, Greater Noida (West), Gautam Budh Nagar, Uttar Pradesh, admeasuring 20,000 Square Meters (hereinafter referred to as **"Project Plot"**) has been leased by GNIDA, in favour of the Land Owner i.e. Lotus SRS Buildtech Pvt. Ltd., vide the lease deed dated 28<sup>th</sup> April, 2016, bearing document

For LOTUS SRS BUILDTECH PVT. LTD.



LAND OWNER

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.



Director

DEVELOPERS

विक्रय अनुबंध विलेख (कब्जा)

बही सं०: 1

रजिस्ट्रेशन सं०: 54033

वर्ष: 2024

प्रतिफल- 1089860000 स्टाम्प शुल्क- 54493000 बाजारी मूल्य - 1089860000 पंजीकरण शुल्क - 10898600 प्रतिलिपिकरण शुल्क - 180 योग : 10898780

श्री विभोर वैभव इंफ्राहोम्स प्रा० लि० द्वारा  
विभोर त्यागी अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री प्रवीन त्यागी  
व्यवसाय : अन्य  
निवासी: आर-9/242, राज नगर, गाजियाबाद, उ०प्र०



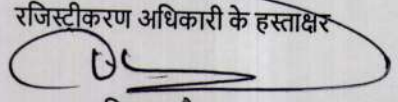
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पदाधिकारी/ प्रतिनिधि



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निबंधन हेतु पेश किया।



प्रिंट करें

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
विकास गौतम .  
उप निबंधक : दादरी  
गौतम बुद्ध नगर  
09/10/2024

  
उमेश  .  
निबंधक लिपिक  
09/10/2024



**Plot**”) has been leased by GNIDA, in favour of the Land Owner i.e. Lotus SRS Buildtech Pvt. Ltd., vide the lease deed dated 28<sup>th</sup> April, 2016, bearing document No.20344, in Book No.1, Volume No.10906 on Pages 287 to 330, duly registered in the office of Sub-Registrar Sadar, Gautam Buddh Nagar on 29.04.2016 (“**Lease Deed**”), on the terms and conditions mentioned therein.

- (F) That, the Land Owner has taken the possession of the Project Plot on 20<sup>th</sup> May, 2016, vide Possession Letter dated 20.05.2016 bearing No.Prop/BRS/2016/712. The Project Plot is more particularly described in **Schedule I** hereto.
- (G) That the lease of the Project Plot was cancelled by GNIDA vide letter dated 11.10.2019 owing to non-payment of the dues of GNIDA. The land owner has preferred the appeal against the said cancellation before the Appellate authority i.e. IDC, Lucknow and the Project Plot has been restored to the Land Owner by the Appellate Authority vide order/letter dated 22.07.2023.
- (H) That vide letter dated 06/01/2024, GNIDA has intimated the total outstanding dues of the Project Plot. The land owner has deposited the 25% of the total outstanding dues within 30 days of the issuance of the letter in compliance of the order of IDC, Lucknow and letter issued by GNIDA.
- (I) The Land Owner represents that the Residential Floor Area Ratio (“**FAR**”) currently available on the Project Plot as per the Applicable Law / Zoning Plan of GNIDA, is 3.5 (“**Current FAR**”). The Project Plot also have the provision of 5% Green Building FAR, Future FAR & Transit Oriented Development (TOD)/Metro FAR.
- (J) The Land Owner is seized and possessed of or otherwise well and sufficiently entitled to and having the absolute and exclusive right to the Project Plot, and is in exclusive physical possession, use, occupation and enjoyment of Project Plot.
- (K) The Land Owner confirms that no other person has any right or interest in the Project Plot in any manner whatsoever and the Land Owner has full power and authority to enter into this Agreement and Land Owner is in legal, peaceful, vacant and unhindered possession of the Project Plot. The Land Owner has represented and warranted that the Project Plot is free from all sorts of encumbrances, charges, mortgages, litigation, disputes, liens, claims, lis-pendens, lease, and the same is not a subject matter of any security against loans taken by the Land Owner or third parties and the Project Plot is fully marketable. Further, the Land Owner has represented that

For LOTUS SRS BUILDTECH PVT. LTD.



*[Signature]*  
Authorised Signatory/Director

LAND OWNER

For Vibhor Vaibhav Infrahome Pvt. Ltd.



*[Signature]*  
Director

DEVELOPER



बही सं०: 1

रजिस्ट्रेशन सं०: 54033

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1

श्री लोटस एसआरएस बिल्डटेक प्रा० लि० के द्वारा  
आजाद सिंह नरवाना, पुत्र श्री बलवीर सिंह

निवासी: डी-72, सेक्टर-47, नोएडा, गौतमबुद्ध नगर

व्यवसाय: अन्य

क्रेता: 1



श्री विभोर वैभव इंफ्राहोम्स प्रा० लि० के द्वारा विभोर  
त्यागी, पुत्र श्री प्रवीन त्यागी

निवासी: आर-9/242, राज नगर, गाजियाबाद,  
उ०प्र०

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

श्री भागेश्वर त्यागी, पुत्र श्री सुन्दरलाल त्यागी

निवासी: 11/5, मालवी रोड, शिवरा सन सिटी,  
इन्दिरापुरम, गाजियाबाद, उ०प्र०

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री मधु सूदन, पुत्र श्री दिनेश कुमार

निवासी: एफ-1206, वीवीआईपी होम्स, गौड  
सिटी-2, ग्रेटर नोएडा, उ०प्र०

व्यवसाय: अन्य



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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम .

उप निबंधक : दादरी

गौतम बुद्ध नगर

09/10/2024

उमेश सिंह .

निबंधक लिपिक गौतम बुद्ध नगर

09/10/2024

प्रिंट करें



- (L) The subject matter of the present Agreement is the Project Plot and transfer of the Development Rights (*defined hereinafter*) of the Project Plot, by Land Owner to the Developer.
- (M) The Land Owner has agreed to provide all cooperation for the completion of the development and construction of the Project on the Project Plot. The Developer shall be entitled to undertake the development and construction on the Project Plot for the purposes of completion of the Project in accordance with the Applicable Laws/ rules/ regulations; and
- (N) The Developer is engaged in the business of development of real estate projects and have the requisite expertise and infrastructure to develop real estate projects.
- (O) The **Land owner** has shown all documents with regard to Plot No. GH-03A, Sector-12, Greater Noida (Project Plot) to the Developer. That the **Land owner** has also shown all documents relating to its shareholding and record of its parent Company i.e. Grand Realtech Limited. The Developer has conducted the due diligence of all the documents of project plot and satisfied with the title of the Company and agreed to enter into this agreement on as is where is basis.
- (P) The Land Owner is desirous of granting to the Developer the Development Rights together with all incidental and other rights with respect to the Project Plot for development of the group housing project (hereinafter referred to as "**Project**"), which shall, pursuant to this Agreement, vest entirely, irrevocably, and absolutely with the Developer in accordance with the terms hereof.
- (Q) Relying on the Representations and Warranties, covenants, undertakings and indemnities provided by the Land Owner, the Developer has agreed to acquire the Development Rights of the Project Plot and develop the Project on the Project Plot and transfer or sell the Units to the end customers.
- (R) The Parties have agreed to enter into this Agreement whereby the Land Owner shall, in terms of this Agreement, grant to the Developer, the Development Rights, for developing the Project on the Project Plot in accordance with the terms and conditions of this Agreement and the Lease Deed.

**NOW THEREFORE**, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, (the sufficiency of which is hereby acknowledged by the Parties), the Parties hereto agree as follows:

For LOTUS SRS BUILTECH PVT. LTD.

LAND OWNER  
Authorized Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

DEVELOPERS





## 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions** - Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement.

- (i) **"Affiliate"** shall mean any group company of the Developer and/or its parent entity.
- (ii) **"Agreement"** shall mean this agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- (iii) **"Applicable Laws"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India including but not limited to Real Estate (Regulation and Development) Act, 2016 read with The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (collectively referred to as **"RERA"**), whether in existence on the Effective Date or thereafter;
- (iv) **"Approvals"** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval (if applicable) of the Ministry of Environment and Forests, National Monument Authority, GNIDA, Archaeological Survey of India (ASI), registration under the Real Estate Regulatory Act or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);

For LOTUS SRS BUILDTECH PVT. LTD.



LAND OWNER

*[Signature]*

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.



*[Signature]*

Director

DEVELOPERS





- (v) **"Business Day"** shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Noida or Greater Noida, Gautam Buddha Nagar, India.
- (vi) **"Common Areas, Facilities and Amenities"** shall mean and include common passages, internal roads, hallways, and other open and covered space(s) and facilities (including water storage and pumping facilities and electric sub-stations and back-up structures and facilities), areas such as lobbies, corridors, staircases, lift room, ducts, sanitary ducts, electrical ducts, machine rooms, parks, clubhouses, play areas, pathways, roads, all such amenities, terrace areas, and whatsoever required for the establishment, enjoyment, provision, and management of the entire Project and is common to the entire Project but excluding the other amenities;
- (vii) **"Development Rights"** shall refer to the entire rights to possess the Project Plot and to construct, develop and sell the Project developed on the same, and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- (a) enter upon and take possession and control of the Project Plot or any part thereof for the purpose of developing, constructing, Marketing and sale of the Project and to remain in sole possession, control and quiet enjoyment of the Project Plot or any part thereof and the sale, conveyance, leasing or licensing of the built-up area/units or any developed areas on the Project Plot or any part thereof along with the rights, titles and entitlements in the Project Plot;
  - (b) develop and construct the Project and own the same, in any manner whatsoever and have all rights, entitlements and other interests in the Project Plot; and appoint, employ or engage employees, architects, surveyors, engineers, contractors, sub-contractors, labour, agents, consultants, 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;
  - (c) to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the Developer may desire;

For LOTUS SRS BUILDTECH PVT. LTD.

  
Authorised Signatory/Director

LAND OWNER

For Vibhor Vaibhav Infrahome Pvt. Ltd.

  
Director

DEVELOPERS



- (d) to obtain/purchase any additional/purchasable FAR available in future on the Project Plot, including but not limited to Green Building FAR, Future FAR, Transit Oriented Development (TOD)/Metro FAR (over and above the Project FAR);
- (e) make, modify, withdraw applications to the concerned Government Authority in respect of, and carry out all the infrastructure and related work/ constructions for the Project, including levelling, 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 total built up area/ developed area to be constructed on the Project Plot as may be required by any approvals, layout plan, or order of any Governmental Authority; acquire relevant approvals for obtaining water and electricity connections and approvals for cement, steel and other building materials, if any; and to carry out and comply with all the conditions contained in the approvals as may be obtained from time to time;
- (f) to file necessary application before UPRERA for obtaining RERA registration of the Project in its name, in terms of RERA Act and Rules.
- (g) to launch the Project for booking, advances and, or, sale of the apartments or any other built up areas, developed areas and exercise full, free, uninterrupted, exclusive and Marketing, allotment, leasing, licensing or sale rights in respect of the entire Carpet Area in the Project including the built-up apartments / units and car parking spaces on the Project Plot, by way of sale, allotment, lease, sub-lease or license or any other recognized manner of transfer, have the sole authority to determine and control pricing of the Carpet Area and car parking spaces to be developed on the Project Plot and enter into agreements with prospective purchasers / lessees on such terms and conditions as it deems fit and on such Marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of purchasers / lessees; hand over ownership, possession, use or occupation of the Carpet Area, car parking spaces and wherever required proportionate undivided interest in the land underneath, i.e., the Project Plot;
- (h) carry out the construction / development of the Project and remain in sole

For LOTUS SRS BUILDTECH PVT. LTD.



LAND OWNER

*[Signature]*  
Authorized Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.



Director

DEVELOPERS





पुस्तक संकलन  
संस्कृत साहित्य

possession, control of peaceful enjoyment of the Project Plot or any part thereof until the completion of development of the Project and Marketing, leasing or sale of the Carpet Area and car parking spaces to be developed on the Project Plot and every part thereof;

- (i) 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 Plot paid by the Developer, in the manner the Developer may deem fit;
- (j) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Project Plot;
- (k) manage/maintain the Project/Project Plot and the property and facilities/Common Areas constructed upon the Project Plot and/or to transfer/assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
- (l) to handover operation, management, administration and maintenance of the Project to the association of apartment owners formulated under the applicable apartment ownership act or the maintenance agency of the Project, as the case may, as per the Applicable Laws;
- (m) to name the Project;
- (n) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the Marketing, leasing, licensing or sale of the premises to be constructed on the Project Plot as envisaged herein;
- (o) set up, install and make provision for the various facilities / services at the Project as may be required under the Applicable Laws and/or rules made there under;
- (p) demarcate the Common Areas and facilities, and the limited common

For LOTUS SRS BUILDTECH PVT. LTD.

  
Authorised Signatory/Director

LAND OWNER

For Vibhor Vaibhav Infrahome Pvt. Ltd.

  
Director

DEVELOPERS





areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and Applicable Laws and to file and register all requisite deeds and documents under the apartment ownership act;

- (q) to market the Project and to undertake the Marketing, and co-branding of the Project without any interruption or interference from the Land Owner or any third party;
  - (r) to absolute right to own alienate, execute builder buyer agreements, sub lease deeds, conveyance deeds, lease deeds etc for sale of the units in the Project and handover possession of the same along with proportionate and undivided rights in the land underneath and or other facilities at any time and receive retain appropriate all proceeds from any prospective buyer/ transferees without limitations and to register the same including appearing before the office of concerned Sub-Registrar;
  - (s) to receive consideration from the customers/Purchasers of the Project, in its own name and to issue receipts towards the same;
  - (t) Generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights.
- (viii) **“Effective Date”** shall mean the date of execution of this Agreement;
- (ix) **“Encumbrances”** shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, claims, partition, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, voting trust agreement, interest, option, charge, restriction or limitation of any nature, default or / claim by any Governmental Authority of Applicable Laws or any rule, regulation or guidelines, whatsoever, including receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional

For LOTUS SRS BUILDTECH PVT. LTD.

LAND OWNER

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

DEVELOPERS





or otherwise, to create any of the same;

- (x) **"FAR"** shall mean 'Floor Area Ratio';
- (xi) **"Force Majeure"** shall mean and include acts of (a) God. e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics, pandemic or exceptionally adverse weather conditions and other natural disasters; (b) Explosions or accidents, air crashes, nuclear radiation, sabotage; (c) labour unrest; (d) deficiency in supply or unavailability of material for development / construction, which is not specific to the Developer but market at large; (e) civil war, civil commotion, riots, acts of terrorism; (f) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Project Plot which renders liable or endangers the health and safety of either Party or the general public;
- (xii) **"Governmental Authority"** shall mean any Government Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal or Court or Greater Noida Industrial Development Authority or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- (xiii) **"GPA"** means the general power of attorney to be executed by the Land Owner in favour of the Developer in respect of the Project Plot and the Project,.
- (xiv) **"Gross Sales Revenue"** shall mean the following whether collected under the names / heads stated below or under any other names / heads in relation to transfer / lease / license of the entire Carpet Area except the Pass Through Charges specifically agreed for the Project The Gross Sales Revenue shall include but not limited to the following, calculated net of taxes, as may be fixed/ charged by the Developer:
  - (a) Basic sale price,
  - (b) Preferential location charges (if applicable),
  - (c) Floor rise charges (if applicable),
  - (d) Charges collected for allotment / allocation of car parking space,

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- (e) One Time Power backup charges,  
Club membership charges (if applicable),
  - (f) One Time Firefighting charges (if applicable)
  - (g) One Time External electrification charges (if applicable)
- (xv) **“Land Cost”** shall mean and refer to the land premium, its instalments and Lease Rent payable as per the Re-Schedulement Letter and Lease Deed, to GNIDA;
- (xvi) **“Litigation”** includes any / all suits, civil and criminal actions, arbitration proceedings, notices relating to land title, and all legal proceedings, which materially affects the development of the Project;
- (xvii) **“Marketing”** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale / lease / sub-lease/ transfer of the Carpet Area in the Project, (b) fixation of price, and (c) the allotment, sale / lease / sub-lease/ transfer or any other method of disposal, transfer or alienation of the Carpet Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- (xviii) **“Pass Through Charges”** are One time Lease Rent (if charged separately from buyers of the flats/units), Govt. fees, such as Stamp Duty on apartment sales, Registration Charges, interest free maintenance security and sinking fund (IFMS), brokerage expenses, GST, taxes, IGL Pipeline Charges etc. There is no other pass-through charge unless specifically mutually agreed between the parties.
- (xix) **“Project”** shall mean the development of group housing on the Project Plot by utilization of the maximum Project FAR (including the Carpet Area to be permitted by competent authority) or any additional/purchasable FAR and construction of other structures, buildings, commercial and retail spaces, community buildings, schools, dispensary, other amenities, open spaces, parking spaces, landscaping, developments etc. as may be deemed fit by the Developer and permitted or compulsory in accordance with the Applicable Laws and rules made thereunder by the relevant Governmental Authorities;
- (xx) **“Project Completion Period”** shall mean a time period as may be specified by GNIDA, RERA or any other applicable statutory authority.

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- (xxi) **“Purchasers”** shall mean and refer to the customers/ allottees/ applicants to whom the Carpet Area in the Project are allotted, leased, sub-leased, or transferred against consideration and persons to whom Carpet Area in the Project is agreed to be allotted, sold, transferred or leased against consideration;
- (xxii) **“RERA”** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations promulgated thereunder;
- (xxiii) **“Carpet Area”** shall mean and refer to such portions of the Project and all construction/ development in the Project including but not limited to residential area/units, the commercial spaces, built-up area, Common Areas/Facilities, terrace, basements, car parking spaces, other amenities etc. that are available for sale to Purchasers as per the Applicable Laws;
- (xxiv) **“Land Owner Account”** shall mean an account of Land Owner which is created for the purposes of Land Owner’s receiving advance or any amounts that are payable to the authorities in terms hereof and making corresponding expenditures;

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

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

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other genders;

- iv. any references to a "company" shall include a reference to a body corporate;
- v. any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;
- vi. references to this Agreement or any other agreement shall be construed as references to this Agreement or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- vii. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- viii. each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- ix. any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- x. headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- xi. "in writing" includes any communication made by letter, ore-mail;
- xii. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- xiii. references to a person (or to a word importing a person) shall be construed so as to include:
  - (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local

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or municipal authority or other governmental body (whether or not in each case having separate legal personality);

- (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- xiv. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- xv. all the Recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly;
- xvi. contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

## 2. PURPOSE OF THE AGREEMENT:

- (i) This Agreement sets forth the terms and conditions with respect to the grant and transfer of the Development Rights with respect to the Project Plot in favour of the Developer, the nature of the Project to be developed, payment of agreed Land Owner's Consideration and the rights and obligations of the Parties under the Agreement. The Parties have entered into this Agreement on a principle-to-principle basis.
- (ii) The Land Owner agrees and undertakes that it shall from time to time execute all such further agreements / documents, do all such acts and assist the Developer as may be required by the Developer, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.
- (iii) The Developer agrees and undertakes that it shall complete the Project in accordance with this Agreement and will hand over the land owner's consideration as per the terms of this Agreement.
- (iv) The Developer agrees that all documents, material and statements provided by the Land Owner at the time of signing of this Agreement have been considered as a material representation made by the Land Owner to the Developer based on

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*[Signature]*  
Authorized Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.



*[Signature]*

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which the Developer has decided to invest in and participate in the development of the Project on the Project Plot. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the title deeds, Project Plot or use of the Project Plot or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owner shall rectify and remove such defects at its own cost.

### 3. GRANT OF DEVELOPMENT RIGHTS

- 3.1 On and from the Effective Date and in accordance with terms of this Agreement, the Land Owner hereby irrevocably grants and transfers exclusive Development Rights in respect of the Project Plot to the Developer, for the Land Owner's Consideration reserved herein. The Project shall be implemented and developed exclusively by the Developer, including but not limited to the quality, cost, design, sales price, sales velocity, layout, aesthetics, Marketing etc. in accordance with the Applicable Laws.
- 3.2 The Land Owner hereby hand over the possession of Project Plot to the Developer simultaneously with the execution of this Agreement. The Land Owner agrees and confirms that on and from the Effective Date, the Developer shall have the unfettered and exclusive right to enter upon the Project Plot directly or through its associates, nominees, agents, architects, consultants, representatives, contractors, to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project on the Project Plot in accordance with the Applicable Laws. In consideration of the Land Owner granting Development Rights on the Project Plot, including the right to market, design, sell the units of the Project in terms hereof, the Parties agree to the mutually agreed consideration as per the terms of Clause 5 of this Agreement.
- 3.3 The Land Owner agrees that simultaneously with the execution of this Agreement, the Land Owner shall also execute and register a separate general power of attorney in favour of the Developer (the "GPA") in respect of the Project Plot and Units to be developed therein, so as to enable the Developer to perform all its obligations and utilize all its entitlements / benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Purchasers in accordance with the terms of this Agreement. The Developer shall be entitled to appoint one or more substitutes or its authorized representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its permitted nominee(s).
- 3.4 It is also understood and agreed between the Parties that the Development Rights with respect to development, construction, sale and marketing of the Project in or upon the

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Project Plot shall, except as set out in this Agreement, vest solely and irrevocably with Developer. It has been expressly agreed between the parties that developer shall not create any third-party rights before the approval of RERA and other related permissions/approvals. In case of any misunderstanding and/or confusion in respect of this Agreement or otherwise, it is in the light of this clause that the present Agreement is to be read at all times.

- 3.5 The Land Owner shall extend all cooperation and do all such acts and deeds, that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to Developer, as may be required by Developer from time to time for the purpose of carrying out the transactions contemplated hereby.
- 3.6 The Land Owner has assured and represented to Developer that the Land Owner shall not make any arrangement/collaboration amongst and between the Land Owner and the Consortium, if any, to the extent of, and limited to the applicability on, the Project Plot. Even otherwise, this Agreement will supersede any such arrangement/collaboration and the Project Plot is deemed excluded from the ambit of such arrangement absolutely and forever.
- 3.7 The Developer states and confirms that the development and construction on the Project Plot shall be undertaken by Developer in terms of this Agreement and Applicable Laws, and Developer shall obtain all Approvals, sanctions and permissions etc., from all Competent Authority(ies) including GNIDA, and the Land Owner shall not claim any right of development over the Project Plot under any circumstances.
- 3.8 The Developer, in lieu of the Land Owner's Consideration reserved herein under, and as per the terms and conditions of this Agreement, is entitled to exercise the Development Rights to develop the Project Plot. The sale deeds/sub-lease/registered agreement to sell/allotment deeds in favour of the Purchasers of units shall be executed jointly by the Land Owner and Developer, after obtaining occupancy certificate of the Project from GNIDA, as per the Applicable Laws.

#### 4. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

- 4.1 The Project shall be constructed and developed by the Developer at its own costs and expenses in the manner the Developer may in its sole discretion deem fit. The Project shall be implemented /developed and driven by the Developer. The quality, cost, design, layout, aesthetics, landscaping, architecture, sales price, sales velocity, product-mix, sizes, specification, implementation, Marketing etc. of the Project shall be decided at the sole discretion and expertise of the Developer. The Developer may consult the Land

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Owner for any suggestions, advise, inputs with respect to the design of the Project before finalization.

- 4.2 The developer shall complete the project as per the time specified in project completion period. The Developer shall further provide the detailed timeline for completion of project.
- 4.3 The Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons.
- 4.4 The landscaping, architecture, construction, design, implementation etc. including the calculation of super built up area and Carpet Area of the Project shall be at the sole discretion and expertise of the Developer.
- 4.5 The Developer shall be entitled to construct amenities on the Project Plot as may be deemed appropriate by the Developer, as per the Layout and Building Plan approved by GNIDA. The Developer may construct such amenities by utilizing a portion of the FAR available on the Project Plot, as may be deemed appropriate by the Developer in accordance with its designing accordance with the bylaws of GNIDA.
- 4.6 The Developer shall obtain all the Approvals at its own cost and expense. The Land Owner shall, however, co-operate and execute and sign relevant documents in the course of obtaining such Approvals.
- 4.7 The Developer shall make full utilization of the Project FAR to the extent available on the date when building plans are sanctioned and as is sanctioned under the building plans (subject to reasonable reductions, as are considered to be in the best interest of the Project by the Developer), on the Project Plot in accordance with the Applicable Laws. In addition to the Project FAR, the Developer shall also be entitled to make full utilization of any additional or any purchasable FAR as may be available on the Project Plot (including but not limited to Green Building FAR, Future FAR, Transit Oriented Development (TOD)/Metro FAR). The Developer shall develop the Project as per Applicable Laws of GNIDA, RERA or any other laws as may be applicable.
- 4.8 That in case any amount/fees deposited by the Developer with the Governmental Authority, GNIDA or any other authority in terms of this Agreement, is refunded to Land Owner, the same shall be returned to the Developer by the Land Owner within 30 (Thirty) days of the receipt of the same and in the event of any delay beyond this period

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the Land Owner will pay an interest @12% per annum to the Developer, on the amounts so received.

- 4.9 The Developer shall be entitled to develop the entire Project in single & multiple stages at its discretion in different phases and will complete the Project within the timeline as per the GNIDA, RERA guidelines or any other applicable authority including any extension thereof if provided.
- 4.10 It is agreed that the Land Owner shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required for purposes of construction, development, Marketing, transfer and/or sale of the Project and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.
- 4.11 The Land Owner shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owner in their capacity of owner of the Project Plot, for filing the various applications and for obtaining the building plans, and/or any other such licenses and Approvals pursuant thereto for the construction and development of the Project. All follow-up actions will be initiated by the Developer at its own cost and arrangements.
- 4.12 The entire cost of construction, map approval charges, NOC fees or any other kind of expenses other than as provided in total outstanding dues provided by GNIDA vide letter dated 06/01/2024 shall be borne by the Developer. The outstanding dues provided by GNIDA vide letter dated 06/01/2024, if any, shall be borne by the Land Owner along with interest/penalty, if any. The Parties have mutually agreed that the broad responsibilities of the Developer in the Project, which shall be done by the Developer at its own cost, is as under: -
- The Developer shall obtain all statutory & construction related Approvals. Developer shall submit maps for approval within 6 months from the execution of this agreement;
  - The Developer shall obtain the RERA Registration of the Project and shall carry out the statutory compliance therewith.
  - The Developer shall get the Map/Layout/Building Plan of the Project approved from GNIDA, design and develop the Project, and shall make payment of applicable fees.

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*[Signature]*  
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*[Signature]*  
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- The Developer shall ensure the timely payment of all future dues of GNIDA as and when demanded by GNIDA.
- The Developer shall complete the construction of the Project as per the approved maps from GNIDA.
- The Developer shall be responsible for payment of labour cess, development fees & other dues (if any) related to Projects & completion of the Project.
- The Developer shall be responsible for obtaining service & utility connections i.e., sewer, water, electricity etc. for the Project.
- The Developer shall be responsible for all overheads and liaison expenses;
- The Developer shall be responsible for all salaries, office & administration expenses;
- The Developer shall be responsible for all Marketing, publicity and sales expenses;
- The Developer shall be responsible for final handover of units/flats to Purchasers;
- The Developer shall be responsible for all kinds of penalty(ies) for delay in construction;
- The Developer shall be responsible for all statutory, direct and indirect tax compliances of the Project, except towards the Land Owner's Area (*defined hereinafter*) in the Project.

- 4.1 The Land Owner shall not have any right to participate in the development, construction or other aspects relating to the Project, except with respect to the sale and marketing of the Land Owner's Area.

The Land Owner confirms and represents that the outstanding dues provided by GNIDA vide letter dated 06/01/2024, shall be borne/paid by the Land Owner along with interest/penalty, if any. However, it has been agreed between the parties that all future payments to GNIDA or any other authority as may be levied other than what is mentioned in the letter dated 06/01/2024 by whatever name called including but not limited to annual lease rent, One time lease rent, construction delay penalty etc to be

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paid by the Developer either through the land owner or directly by the developer as per the applicable policy of GNIDA.

## 5. CONSIDERATION

5.1.1 The entire Development Rights relating to the Project and the Project Plot stand vested with, and granted and transferred to, the Developer under this Agreement. The Developer is entitled to, and has the right to, market the entire Project and to sell and collect the Gross Sales Revenue generated from the sale / allotment of the Carpet Area in the Project except the land owner's share.

5.1.2 For the purposes of this Agreement, the term "**Designated Carpet Area**" shall mean and refer to an area of the Project allocated to the Land Owner in terms of Clauses 5.1.3, 5.2 and 5.3 below, as more particularly detailed under Annexure 'II' hereto, and the Gross Sales Revenue received from the sale / transfer of the assigned area shall belong to the Land Owner.

The total Carpet Area of the Project minus the Designated Carpet Area shall hereinafter be referred to as "Developer's Area". The Designated Carpet Area shall be spread proportionately across the entire residential project area and the said area shall be mutually agreed and demarcated on the copy of the approved Project map/sales inventory. In the event the sanctioned building plans for the Project is not exactly in conformity with the Project plan, the Parties will make suitable adjustment so that the Designated Carpet Area is maintained.

5.1.3 It is hereby agreed and understood between the Parties that, for the grant, transfer and assignment of the Development Rights over the Project Plot to the Developer under this Agreement as per clause 5.1.1, the Land Owner shall be entitled to the following:

- (a) The land owner shall get developed area @29% of total actual Carpet area of the project (residential and Commercial) including green area, metro FAR and additional area purchase (If any). The list of units/flats as per the approved map from GNIDA falling into land owner's share are Annexed as Annexure- II. The Land Owner's Area in the Project shall be spread proportionately across the entire Project, as may be determined by the Developer and will be handed over within Five Years from the date of execution of this agreement.

For Vibhor Vaibhav Infrahomes Pvt. Ltd.

Director

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- (b) That each unit provided to the Land Owner as part of Designated Land Owner's Area in the Project (as mentioned under Clause 5.1.3(a) above) shall be accompanied with the following:
- i. Each flat/unit with right to car parking (as provided by developer in area under developer's share) i.e One car parking for 3 BHK flat and 2 car parking for 4 BHK flat.
  - ii. Each flat/unit with entitlement to Club Membership of the Project.
  - iii. Each flat/unit with Power DG back-up as provided to all the other allottees of the Project.
  - iv. Each flat (Provided under security) shall have the same specification and quality of material, fittings, fixtures etc. to be used in the interior work as shall be used by the Developer in the flats falling to the Developer's share of area.
  - v. Each flat/unit shall have the same specification and quality of material fitting, fixtures etc. to be used in the interior work as used by Developer for any other flats/unit (Falling to the developer's share of area) in the project.
- (c) The developer shall pay 29% of the total receipts of amount received by developer towards additional car parking charges and labour cess (if separately charged by the developer) from all the customers of the project including developer's area.
- (d) It has been further agreed between the Parties that if the Land Owner's Area in the Project will be sold through Developer, then the sale consideration of such Land Owner's Area less the brokerage at actuals subject to maximum of 10%, but restricted to what is paid by the developer towards sale of remaining area and Pass-Through Charges (i.e., GST, Registration Cost, Maintenance Deposit, Maintenance Charges, etc.) shall be pass on to the Land Owner by the Developer. However, in case of sale of Land Owner's Area by the Land Owner itself, the Pass-Through Charges of such Land Owner's Area shall be recovered by the Developer from the Land Owner. In case the Land Owner's Area in the Project is sold by the land Owner itself or through

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some third party, the same will not be sold for a price lower than the launch price or any revision thereof by the Developer at the relevant time.

- (e) The land owner shall be liable to pay 29% of the total cost/amount charged by the GNIDA for metro FAR, additional area purchase if the same is availed by the Developer and the developer shall give 29% of the Carpet area including purchased to the land owner as the clause stated above.

5.1.4 The Developer shall fix the pricing of the residential Carpet Area and all aspects connected with it including payment plans, schedules and timelines etc The Developer further undertakes that average selling price of the developed residential area shall not be less than Rs.14,500/- per square feet on carpet area.

5.1.5 Any GST (if payable through Reverse Charge Mechanism or otherwise) on Land Owners consideration attributed towards share of land owner then the same shall be paid and borne by the Land- Owner. The payment of land owners Consideration shall be made by the Developer subject to deduction of applicable taxes under the provisions of Income Tax Act, 1961.

5.2 The Developer shall share with land owner all bank account statement or financial statement maintained as per the guidelines of RERA every month along with its details (explaining the nature of transactions) till the completion of project.

5.3 The developer shall provide the monthly sale sheet to the land owner containing list of customers, area sold, rate of sale etc. However, the developer has agreed to provide addresses and contact number of customers if required/demanded by the land owner;

5.4 If in future any change in specification due to government regulation or due to any change in law or extra requirement for already installed machinery etc., the cost of the same would also be charged from the sold customer and the same is non-shareable with the Land Owner.

## 6. Liabilities towards GNIDA

6.1 That the land owner shall pay the entire outstanding dues as stated in letter dated 06.01.2024 issued by GNIDA.

6.2 However, It has been agreed between the Parties that all other charges other than what is mentioned in letter dated 06/01/2024 including but not limited to future annual lease

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Director

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rent, One time lease rent, interest/penal interest levied after date of restoration of said plot (Except the Interest payable on amount mentioned in Letter dated 06/01/2024), delay construction penalties, map approval charges, time extension charges, etc. and all other charges/penalties/fines(if any) which are claimed/demanded by GNIDA on account of any omission or commission shall be paid by the Developer from its own account.

## 7. COVENANTS AND OBLIGATIONS OF THE PARTIES

- 7.1 All the original title deeds of the Project Plot are currently with the Land Owner and Land Owner shall not hand over the same to any third party without prior written approval of Developer. The Land Owner shall ensure to get the original documents verified to the Banks/NBFCs/Institutions for Home loan approval etc.
- 7.2 The Land Owner confirms that no other person has any right or interest in the Project Plot in any manner whatsoever and the Land Owner has full power and authority to enter into this Agreement and Land Owner is in legal, peaceful, vacant and unhindered possession of the Project Plot.
- 7.3 The land owner has entered into this agreement with Developer on as is where is basis and the land owner shall not be responsible for any defects thereafter.
- 7.4 The Parties hereby agree that the Developer shall have the exclusive rights, power and authority to plan, conceptualize, design, develop, construct, Market, launch and Sale the Project utilizing the entire Project FAR (or any additional/purchasable FAR as and when available) as per the Applicable Laws. It is agreed and understood between the Parties that the Developer shall be entitled to take all decisions including operational decisions in relation to all aspects of the development of the Project including but not limited to contracting, design, costing accounts etc.
- 7.5 The Developer shall be entitled to exclusively select the set of brokers and deploy other personnel for the purpose of Marketing and to manage the site, sales, salaries, etc. relating to the Project.
- 7.6 The Parties recognizes that Developer shall be investing substantial money and incurring substantial expenditure in connection with the construction of the Project and the Land Owner hereby agrees that it shall not restrain, object to or do any act which hinders Developer from carrying out the construction of the Project in any manner

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For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

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whatsoever.

- 7.7 The Developer shall undertake to carry out construction, development, Marketing and sale of the Project in accordance with the building by-laws, sanctioned building plan and other Applicable Laws.
- 7.8 Any actions stated herein relating to the Project or the Project Plot shall be carried out by Developer including signing / executing all correspondences, letters, contracts, agreements, authorizations etc., either itself or through its constituted attorneys or any other authorized signatory. Land Owner hereby agree to promptly execute necessary deeds, letters, documents and writings as may be required by Developer to carry out the above-mentioned acts.
- 7.9 The Developer shall complete the construction of the Project and apply for occupation certificate to the relevant authority within the Project Completion Period. If the Developer fails to fulfil its obligations under this Agreement, it shall be liable to pay compensation/penalty payable to third parties including the Purchasers in the Project, as per the RERA Act, without any liability on the Land Owner.
- 7.10 That the Developer and the Land Owner jointly shall appear before the registrar or sub-registrar or any other Competent Authority(ies) for registration of the agreement to sell, sub-lease deed, supplementary agreement, deed of rectification and other deed and documents in respect of Carpet Areas/ units in the Project whether in parts or in full, and admit the execution thereof and to present before the concerned registrar, sub-registrar, first class magistrate, notary public, oath commissioner for registration and attestation of the same and to give acknowledgement/receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same as and when required.
- 7.11 The Land Owner shall execute the GPA and get the same registered in the form as per in favour of the Developer and/or its representative(s)/ nominee(s).
- 7.12 The Land Owner shall, at the request of the Developer, execute, sale deeds, sub-lease deeds or other form of title documentation in favour of the prospective Purchasers of the Carpet Areas in the Project and/or authorize such person(s) nominated by the Developer for this purpose.
- 7.13 The Land Owner hereby agrees and undertake that the developer at its own cost & expenses shall be authorized and entitled to :

For LOTUS SRS BUILDTECH PVT. LTD.



LAND OWNER

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.  
Director

DEVELOPERS





- (i) The Developer shall have the sole right to Market, allot, sell, transfer, the entire or any part of the Project (save and except the Land Owner's Area) to the prospective buyers/ transferees/Purchasers in terms of this Agreement. The Land Owner shall provide full co-operation and assistance in this regard and undertake not to cause any interruption or create hindrance in the same.
- (ii) The Land Owner hereby authorize the Developer to sign/ execute and register the tripartite/ other agreements on behalf of the Land Owner and the Land Owner shall execute/ register appropriate GPA in favour of the Developer providing such authorization in respect hereof.
- (iii) The Developer shall have the sole and exclusive right to collect and receive the Gross Sales Revenue in relation to the Project, which shall be deposited in the relevant bank accounts in accordance with RERA and the Applicable Laws. The said bank accounts shall be solely opened and operated by the Developer in terms of RERA.

7.14 The Developer or any agency nominated by it shall have the right to maintain the completed building(s) of the Project and other areas/ facilities as per the provisions of the Applicable Laws.

7.15 That the Developer and Land Owner shall jointly transfer and convey rights, title and interest in Carpet Area/ units forming part of Carpet Area or part thereof as agreed to be sold/transferred/ leased to different prospective purchaser(s)/ lessor(s)/ allottee(s)/ transferee(s) and to execute the relevant documents including the sale deed(s), conveyance deed(s), transfer deed(s), sub-lease deed(s) thereof and handover possession of the Carpet Area/ units forming part of entire Carpet Area or part thereof as per the terms and conditions as have been agreed under this Agreement;

7.16 The Parties herein agree that within the period of 180 days from the date of execution of this Agreement:

- (i) The Developer shall procure registration of the Project under RERA wherein all the Approvals for construction and development of the Project shall be obtained by Developer. It is hereinafter agreed that this timeline shall be subject to Force Majeure conditions.
- (ii) Any penalty or implication or consequence due to non-compliance of the provisions of RERA by the Developer in respect of the Project shall be borne and met by the Developer alone. Any penalty or implication or consequence

For LOTUS SRS BUILDTECH PVT. LTD.

LAND OWNER

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

DEVELOPERS





under RERA on account of title of Land Owner to the Project Plot and its' obligations with regard to the said title, shall be borne and met by Land Owner alone.

- (iii) The Land Owner on signing of this Agreement, has provided peaceful and vacant possession of the Project Plot to Developer which Developer acknowledges to have received.
- (iv) Both the parties agrees to apply for UPRERA to be registered as co-promoter/joint promoter of the Project, the Land Owner shall, along with the Developer, register itself as a co-promoter/joint promoter of the Project.

7.17 The parties have further agreed that copy of all bank statements, bills for payment including GST invoices shall be provided by the Developer to the land owner every month.

7.18 The parties have further agreed that selling rates of the saleable area shall be decided by the developer in its sole discretion. It has been also decided that the developer shall also decide/fix the various other charges like Club membership charges, car parking charges, IFMS, Transfer charges, Maintenance charges etc.

7.19 The parties have agreed that the Developer shall pass on the entire transfer charges received on the transfer of land owner's area to the land owner and developer shall not retain any portion of such charges in its account even on subsequent transfers.

## 8. PROJECT FINANCE AND MORTGAGE

It has been agreed between the parties that land owner reserves the undisputed right to allow the developer to raise funds for construction of the project.

## 9. Interest benefit on Supreme Court Order/Any Other Order/ Policy for Legacy stalled Project

The Developer agrees that if any interest benefit or any other benefit will be made available by GNIDA on the basis of Order of Hon'ble Supreme Court or due to any change in policy of GNIDA/State government or under Policy for Legacy stalled Project or by any other manner, against the payments made under the project, the same shall be passed on to Land Owner within 30 days of the receipt/adjustment of the same by GNIDA. The Developer shall not get the benefit of said relief. It is further clarified that

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LAND OWNER

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

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मुख्य कार्यालय

मुख्य कार्यालय

if one time lease rent or any other future dues gets adjusted against the benefit provided as per any policy then the same shall also be refunded to land owner within 3 months from the date of such adjustment.

## 10. INDEMNITY

The Parties agree that Developer shall at all times indemnify and keep the Land Owner and their respective officers, directors, agents and employees indemnified and harmless from and against any and all losses, which maybe suffered, incurred, borne, made, levied, imposed, claimed from or paid by the Land Owner, directly or indirectly, as a result of or arising out of (i) a breach of any agreement or covenant or obligation by Developer contained in this Agreement, particularly the payment terms; and/ or (ii) claims and/ or action that may be initiated against the Land Owner on account of willful default and gross negligence of the Developer.

## 10. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1 **Governing Law & Jurisdiction:** This Agreement shall be binding upon the Parties and be governed by and construed in accordance with the laws of India and courts at Gautam Buddh Nagar, Uttar Pradesh shall have exclusive jurisdiction in respect of all matters concerned to or arising out of this Agreement.
- 10.2 **Amicable Settlement:** In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between managers or representatives of the disputing Parties.
- 10.3 **Arbitration:** If the dispute is not resolved through such discussions within 30 (thirty) days after Disputing Party has served a written notice on the other Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 10.4 The seat and venue of arbitration shall be at Delhi and the language of the arbitration proceeding shall be English.
- 10.5 The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by Land Owner and one arbitrator shall be appointed by the Developer and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the

For LOTUS SRS BUILDTECH PVT. LTD.



LAND OWNER

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.



*[Signature]*

Director

DEVELOPERS





arbitral tribunal.

- 10.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 10.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 10.8 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 10.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.

## 11. CONFIDENTIALITY

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

- (a) is disclosed with the prior written consent of the Party who supplied the information;
- (b) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (c) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Laws

For LOTUS SRS BUILDTECH PVT. LTD.



LAND OWNER Signatory/Director

*[Signature]*

For Vibhor Vaibhav Infrahome Pvt. Ltd.  
*[Signature]*  
Director

DEVELOPERS





or the rules of RERA, any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;

- (d) any third party can ascertain independently on account of this Agreement being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (e) the Parties may have to disclose to any of their shareholders, investors, Affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
- (f) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (g) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

## 12. STAMP DUTY AND REGISTRATION

The Parties herein agree that the stamp duty and registration charges payable for the registration of this Joint Development Agreement, GPA, including any ancillary documents shall be borne by Developer. However, it is agreed that non registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owners and no party shall be entitled to take a plea of non-Registration.

## 13. NOTICES

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below or electronic mail to the e-mail if provided below and, or any other address subsequently notified to the other Parties for the purposes of this Agreement and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

For LOTUS SRS BUILDTech PVT. LTD.



LAND OWNER

*[Signature]*  
Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.



*[Signature]*  
Director

DEVELOPERS



**To the Land Owner**

Address: A-118/1, 3<sup>rd</sup> Floor Vikas Marg,  
Shakarpur, New Delhi, Delhi-110092  
Name: Mr. Gurvinder Saini  
E-mail ID: [distanthorizonres@gmail.com](mailto:distanthorizonres@gmail.com)  
Phone No: 9988808585

**To the Developer**

Address: S-550/51, School Block, Shakarpur,  
East Delhi-110092  
Name: Mr. Vibhor Tyagi  
E-mail ID: [finance@vvipspace.com](mailto:finance@vvipspace.com)  
Mob. No: 9910050003

**14. MISCELLANEOUS**

- 14.1 **Force Majeure:** If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "**Affected Party**") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. '**Force Majeure**' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, epidemic, pandemic, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist.
- 14.2 **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- 14.3 **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and

For LOTUS SRS BUILDTECH PVT. LTD.

  
Authorised Signatory/Director

LAND OWNER

For Vibhor Vaibhav Infrahome Pvt. Ltd.

  
Director

DEVELOPERS





the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

- 14.4 **Variation or Amendment:** No variation or amendment of this Agreement shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.
- 14.5 While this Agreement contemplates the transaction to be undertaken and consummated through the present Joint Development Agreement, however, in the event that statutory requirements prescribe the undertaking and consummation of the transaction through the execution of a Sub-lease Deed, then the Parties shall mutually discuss other alternative structures which reflect and satisfy the commercial intention of the Parties and the Parties shall mutually agree on the necessary amendments to this Agreement to give effect to such alternative structures.
- 14.6 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 14.7 **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 14.8 **Waiver:**
- (a) Any waiver given by any Party in relation to any term of this Agreement shall only be effective if given in writing. No failure on the part of any Party to exercise, nor any delay in exercising any right, power or remedy shall impair the same or operate as or be construed as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy shall be construed as a waiver.
- (b) Any waiver by any Party of any default shall not constitute a waiver of the other Party's default. All original rights and powers of both the Parties under this Agreement will remain in full force, notwithstanding any forbearance, neglect, or delay in the enforcement thereof by either of the Parties.
- 14.9 **Severability and Partial Invalidity:** If any clause or provision of this Agreement fully or partly or anyone or more of the phrases, sentences, clauses or paragraphs contained herein is determined to be invalid, illegal, void, unenforceable or voidable under present

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or future laws or by any order, decree or judgment of any court, then and in that event, it is the intention of the Parties hereto that this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in this Agreement, remaining terms and condition, phrases, sentences, clauses or paragraphs shall remain valid and existing.

- 14.10 **Further Acts:** Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement.
- 14.11 **Non- Transferable or assignable:** The rights given to developer under this agreement are non- transferable or non- assignable in the nature and developer under no circumstances can assign the rights or development or any other right to any entity. However, the Developer shall be entitled to appoint sub-contractors for carrying out the development of the Project.
- 14.1 **Supersession:** This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter between the Parties or their affiliates, executed by and between the Land Owner and Developer.

For LOTUS SRS BUILDTECH PVT. LTD.

LAND OWNER

Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

DEVELOPERS



**ANNEXURE-II**  
**DESIGNATED CARPET AREA (LAND OWNER'S SHARE OF FLATS)**

S. No.	FLOOR	UNIT TYPOLOGY	UNIT NO.	Tower	CARPET AREA (SQFT)
1	1ST FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	102	T1	1486.83
2	4TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	401	T1	1866.26
3	5TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	502	T1	1486.83
4	5TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	503	T1	1482.10
5	5TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	504	T1	1866.26
6	8TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	801	T1	1866.26
7	8TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	802	T1	1486.83
8	8TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	803	T1	1482.10
9	9TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	901	T1	1866.26
10	11TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1101	T1	1866.26
11	11TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	1102	T1	1486.83
12	11TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	1103	T1	1482.10
13	12TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1201	T1	1866.26
14	13TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1301	T1	1866.26
15	13TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	1302	T1	1486.83
16	13TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	1303	T1	1482.10
17	13TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1304	T1	1866.26
18	17TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1701	T1	1866.26
19	17TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	1702	T1	1486.83
20	17TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	1703	T1	1482.10
21	19TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	1902	T1	1486.83
22	20TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	2001	T1	1866.26
23	20TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	2002	T1	1486.83
24	20TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	2003	T1	1482.10
25	20TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	2004	T1	1866.26
26	23RD FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	2301	T1	1866.26
27	23RD FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	2302	T1	1486.83
28	23RD FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	2303	T1	1482.10
29	23RD FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	2304	T1	1866.26
30	26TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	2601	T1	1866.26
31	26TH FLOOR	3BHK + 3TOIL+SER.&TOI + 5BAL.	2602	T1	1486.83
32	26TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	2603	T1	1482.10
33	26TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	2604	T1	1866.26
34	2ND FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	202	T2	2206.40

For LOTUS SRS BUILDTECH PVT. LTD.

LAND OWNER  
 Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

DEVELOPERS





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S. No.	FLOOR	UNIT TYPOLOGY	UNIT NO.	Tower	CARPET AREA (SQFT)
35	7TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	701	T2	2199.62
36	10TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1001	T2	2199.62
37	10TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1002	T2	2206.40
38	16TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1601	T2	2199.62
39	16TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1602	T2	2206.40
40	18TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1801	T2	2199.62
41	18TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1802	T2	2206.40
42	21ST FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2101	T2	2199.62
43	21ST FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2102	T2	2206.40
44	24TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2401	T2	2199.62
45	24TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2402	T2	2206.40
46	26 TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2601	T2	2199.62
47	26 TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2602	T2	2206.40
48	27TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2701	T2	2199.62
49	27TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2702	T2	2206.40
50	30TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	3001	T2	2199.62
51	30TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	3002	T2	2206.40
52	2ND FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	202	T3	2206.40
53	7TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	702	T3	2206.40
54	10TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1001	T3	2199.62
55	10TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1002	T3	2206.40
56	14TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1401	T3	2199.62
57	14TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1402	T3	2206.40
58	16TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1601	T3	2199.62
59	16TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1602	T3	2206.40
60	18TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1801	T3	2199.62
61	18TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	1802	T3	2206.40
62	21ST FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2101	T3	2199.62
63	21ST FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2102	T3	2206.40
64	24TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2401	T3	2199.62
65	24TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2402	T3	2206.40
66	27TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2701	T3	2199.62
67	27TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	2702	T3	2206.40
68	30TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	3001	T3	2199.62
69	30TH FLOOR	4BHK + 4TOIL+PD. RM+PUJA+SER.&TOI + 3BAL.	3002	T3	2206.40
70	1ST FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	101	T4	1866.26

For LOTUS SRS BUILDTECH PVT. LTD.

LAND OWNER

Authorised Signatory/Director

For Vibhor Vaidhyanath Infrahome Pvt. Ltd.

Director

DEVELOPERS





S. No.	FLOOR	UNIT TYPOLOGY	UNIT NO.	Tower	CARPET AREA (SQFT)
71	1ST FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	104	T4	1866.26
72	3RD FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	301	T4	1866.26
73	3RD FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	302	T4	1486.83
74	3RD FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	303	T4	1482.10
75	3RD FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	304	T4	1866.26
76	6TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	601	T4	1866.26
77	6TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	602	T4	1486.83
78	6TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	603	T4	1482.10
79	6TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	604	T4	1866.26
80	8TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	803	T4	1482.10
81	8TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	804	T4	1866.26
82	9TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	903	T4	1482.10
83	9TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	904	T4	1866.26
84	14TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1401	T4	1866.26
85	14TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	1402	T4	1486.83
86	14TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	1403	T4	1482.10
87	14TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1404	T4	1866.26
88	15TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	1503	T4	1482.10
89	15TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1504	T4	1866.26
90	17TH FLOOR	3BHK + 3TOIL+SER.&TOI + 4BAL.	1703	T4	1482.10
91	17TH FLOOR	4BHK + 4TOIL+PD. RM+ STORE+SER.&TOI + 3BAL.	1704	T4	1866.26
<b>TOTAL</b>					<b>171264.60</b>

#### CARPET AREA OF COMMERCIAL

S. No.	Shop No.	Carpet Area in SQFT
1	19	258.21
2	20	258.21
3	21	258.21
4	22	258.21
5	23	258.21
6	24	258.21
7	25	258.21
8	26	258.21

For Vibhor Vaibhav Infrahome Pvt. Ltd.

Director

For LOTUS SRS BUILDTECH PVT. LTD.

LAND OWNER

Authorised Signatory/Director

DEVELOPERS





IN WITNESS WHEREOF, this Agreement has been duly executed by the authorised representatives of the Parties on the Execution Date at Noida, Uttar Pradesh

Signed and delivered for and on behalf of **Lotus**

**SRS Buildtech Private Limited** through its

Authorised Representative **For LOTUS SRS BUILDTECH PVT. LTD.**



Authorised Signatory/Director

Name: AZAD SINGH NARWAL

Designation: Authorised Signatory

Signed and delivered for and on behalf of  
Vibhor Vaibhav Infrahome Private Limited  
through its Authorised Representative

**For Vibhor Vaibhav Infrahome Pvt. Ltd.**



Director

Name: VIBHOR TYAGI

Designation: Director

#### Witnessed by

1. MR. BHAGESHWAR TYAGI  
S/O MR. SUNDERLAL TYAGI  
R/O 11/5, MAULSIRI ROAD,  
SHIPRA SUN CITY,  
INDIRAPURAM, DISTT.  
GHAZIABAD, U.P.



2. MR. MADHU SUDHAN  
S/O MR. DINESH KUMAR  
R/O F-1206, TOWER NO-F, VVIP HOMES  
, GAUR CITY-2, GREATER NOIDA,  
DISTT. GAUTAM BUDDHA NAGAR, U.P



For LOTUS SRS BUILDTECH PVT. LTD.



LAND OWNER Authorised Signatory/Director

For Vibhor Vaibhav Infrahome Pvt. Ltd.



Director

DEVELOPERS



आवेदन सं०: 202400742066015

बही संख्या 1 जिल्द संख्या 29046 के पृष्ठ 101 से 174 तक  
क्रमांक 54033 पर दिनांक 09/10/2024 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम .  
उप निबंधक : दादरी  
गौतम बुद्ध नगर  
09/10/2024

प्रिंट करें