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सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

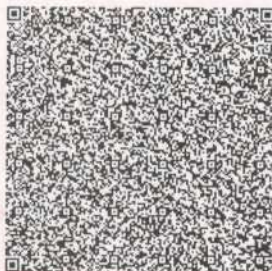
e-Stamp

13826/18



CERTIFICATE LOCKED

Certificate No. : IN-UP04444325729303Q
Certificate Issued Date : 23-Apr-2018 05:52 PM
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0105338545850821Q
Purchased by : HOMEKRAFT INFRA PRIVATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO.01/GH-04,SECTOR-4,GREATER NOIDA, G.B.NAGAR
Consideration Price (Rs.) :
First Party : VTECH BUILDCON PRIVATE LIMITED
Second Party : HOMEKRAFT INFRA PRIVATE LIMITED
Stamp Duty Paid By : HOMEKRAFT INFRA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 3,30,00,000
(Three Crore Thirty Lakh only)



-----Please write or type below this line-----

VTECH BUILDCON PVT. LTD.



Authorized Signatory

HOMEKRAFT INFRA PVT. LTD.



Authorized Signatory

TQ 0001467316

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Authorised Signatory



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DEVELOPMENT AGREEMENT

Type of Deed	:	Development Agreement
Plot No.	:	01/GH-04
Sector	:	Sector 4, Greater Noida
Plot Area	:	20,000 Square Meters
Allotment Value	:	Rs. 15,94,40,000/-
(as per Sub-Lease Deed)		
Value as per Circle Rate	:	Rs. 66,00,00,000/-
Stamp Certificate No. & Date	:	SUBIN-UPUPSHCIL0105338545850821Q
Stamp Certificate Issued By	:	SCHIL
Stamp Duty Paid	:	Rs. 3,30,00,000/-
V Code	:	006
Execution Date	:	27-04-2018

Developer  Authorised Signatory	VBPL VTECH BUILDCON PVT. LTD.  Authorized Signatory
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This **DEVELOPMENT AGREEMENT** ("AGREEMENT") is executed at Greater Noida this 27th day of APRIL, 2018

AMONGST

VTECH Buildcon Private Limited, (CIN: U70102DL2013PTC257560 and PAN: AAECV5606N), a company registered under the provisions of the Companies Act, 1956 having its registered office at B-42, Jeevan Niketan, Paschim Vihar, New Delhi 110087 and correspondence address at: 5th Floor, Plot No. 107, Sector 44, Gurgaon 122002 (hereinafter referred to as the "**VBPL**"), through its Authorized Signatory; Mr. Dhanesh Kumar Singh, duly authorized *vide* a board resolution dated March 19, 2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **FIRST PART**;



AND

Homekraft Infra Private Limited, (CIN: U70200DL2017PTC314287 and PAN: AAECH1147A), a company registered under the provisions of the Companies Act, 2013 and promoted by the promoter of ATS Group, having its registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 and its corporate office at ATS Tower, Plot No. 16, Sector 135, Noida 201301, (hereinafter referred to as the "**Developer**"), through its Authorized Signatory; Mr. Getamber Anand, duly authorized *vide* a board resolution dated April 11, 2018 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART**.

VBPL and the Developer are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

WHEREAS VBPL HAS REPRESENTED TO THE DEVELOPER THAT:

- (i) The Greater Noida Industrial Development Authority ("**GNIDA**") had through a sealed bid tender system (the "**Brochure**") invited bids for the allotment of Plot Number GH-04, Sector 4, Greater Noida admeasuring 4,14,353 square meters (the "**Total Plot**").
- (ii) A consortium consisting of Aims Promoters Private Limited (being the lead member), AMR Construction Limited and Narne Estates Private Limited ("**Consortium**"), was the successful bidder and GNIDA *vide* its letter allotted the land ad-measuring 3,34,718.38 square meters out of the Total Plot in favour of the Consortium subject to compliance of conditions contained therein.
- (iii) Subsequently, GNIDA demised an area of 1,76,090.13 square meters out of Total Plot to Aims Golf Town Developers Private Limited ("**AGTDPL**") (a special purpose company formulated by the members of the Consortium) by and under a lease deed which were registered in the office of the Sub- Registrar- II, vide Book No. 1 Volume No. 7662 Page No. 1 to 61 late for a period of 90 years commencing from I ("**Lease Deed**").

Developer HOMEKRAFT INFRA PVT. LTD.	VBPL VTECH BUILDCON PVT. LTD.
 Authorized Signatory	 Authorized Signatory

प्रतिफल- 660000000 स्टाम्प शुल्क- 33000000 वाजारी शुल्क - 660000000 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 120 योग : 20120

श्री होमक्राफ्ट इन्फ्रॉ प्रा० लि० द्वारा
गेतम्बेर आनंद अधिकृत पदाधिकारी/प्रतिनिधि.
पुत्र श्री कमल किशोर आनंद
व्यवसाय : व्यापार
निवासी: 711/92, दीपाली, नेहरू प्लेस, नई दिल्ली 110018




श्री, होमक्राफ्ट इन्फ्रॉ प्रा० लि० द्वारा

गेतम्बेर आनंद अधिकृत
पदाधिकारी/प्रतिनिधि.



ने यह लेखपत्र इस कार्यालय में दिनांक
27/04/2018 एवं 04:57:28 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


मुकेश यादव, प्रभारी
उप निबंधक : सदर गेटर नोएडा
गौतम बुद्ध नगर

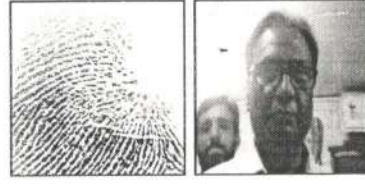


- (iv) AGTDPL had vide letter dated _____ requested GNIDA to sub-divide the Total Plot into plots including Plot Number 01/GH-04 admeasuring 20,000 square meters situated at Sector 4, Greater Noida ("**Project Plot**"). The Project Plot is more particularly described in **Schedule I** and demarcated in red colour in the plan attached as **Schedule II**). Further, it was requested to execute the sub-lease deed for the Project Plot in favour of VBPL and grant possession of the same to VBPL.
- (v) Subsequent to the same, GNIDA had vide its letter no. _____ dated _____ had permitted for sub-lease of Project Plot in favour of VBPL by execution of a sub-lease deed. Thereafter, GNIDA and AGTDPL have sub-leased the Project Plot in favour of VBPL vide Sub-lease deed dated January 31, 2014 executed between GNIDA, AGTDPL and VBPL and registered with jurisdictional Sub-Registrar _____.
- (vi) Scheme for allotment, Allotment Letter; the Lease Deed and the Sub-Lease Deed provide for the development of residential, commercial and recreational components on the Project Plot in accordance with Site Layout Plan/Master Plan (as defined hereinafter). The Site Layout Plan/ Master Plan of the Project Plot was sanctioned by GNIDA on _____ and subsequently sanctioned by GNIDA on _____ ("**Site Layout Plan/Master Plan**") which is attached to this Agreement as **Schedule III**. In accordance with the Site Layout Plan/Master Plan, VBPL is entitled to develop the components as described under the Site Layout Plan/Master Plan on the Project Plot.
- (vii) Residential Floor Area Ratio ("**FAR**") currently available on the Project Plot as per the applicable law / zoning plan is 2.75 ("**Current FAR**"). An additional residential FAR of 0.75 ("**Additional FAR**") can be procured from GNIDA as per the current policy of GNIDA. After Additional FAR is procured in accordance with this Agreement, the total residential FAR available for construction and development on the Project Plot shall be of 3.5 i.e. 70,000 square meters ("**Project FAR**").
- (viii) VBPL 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.
- (ix) The dues as per the re-schedulement letter no. _____ dated _____ ("**Re-Schedulement Letter**") are payable to GNIDA.
- (x) The dues towards the lease rent on the Project Plot are payable to GNIDA as set forth in the Sub-Lease Deed.
- (xi) That Additional FAR of 0.75 on the Project Plot is available as per GNIDA policy and VBPL has already made an application for procurement of such Additional FAR. Further an application shall be made to GNIDA with Building Plans to be provided by the Developer. The amount towards purchase of Additional FAR of 0.75 is payable to the GNIDA which shall be paid as per actual demand to be raised on VBPL for sanction of such Additional FAR.

<p>Developer For HOMEKRAFT INFRA PVT. LTD.</p> <p> Authorised Signatory</p>	<p>VBPL VBPL BUILDCON PVT. LTD.</p> <p> Authorized Signatory</p>
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निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्री वीटेक बिल्डकॉन प्रा० लि० के द्वारा धनेश कुमार
सिंह, पुत्र श्री राम रसिक सिंह
निवासी: बी-42, जीवन निकेतन, पश्चिम विहार, नई
दिल्ली-110087
व्यवसाय: व्यापार
क्रेता: 1



श्री होमक्राफ्ट इन्फ्र० प्रा० लि० के द्वारा गेंतम्बेर आनंद,
पुत्र श्री कमल किशोर आनंद
निवासी: 711/92, दीपाली, नेहरू प्लेस, नई दिल्ली-
110019
व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री अरविंद कुमार सिंह, पुत्र श्री विक्रमा सिंह
निवासी: ड्यू-404, लश कांडटी, फ्रेंड्स कॉलोनी,
आशियाना नगर, पटना, बिहार-800025
व्यवसाय: अन्य
पहचानकर्ता : 2



श्री सैय्यद जाफर रजा, पुत्र श्री एस० एम० हसनैन
निवासी: फ्लैट नं-25, ग्राउंड फ्लोर, ब्लाक-सी, गौड
ग्लोबल विलेज, गाजियाबाद
व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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


मुकेश यादव, प्रभारी
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर





plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);

- (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, India;
- (vi) **"Common Organisation"** shall mean the organisation like an association / company / society or any such entity to be formed of the Purchasers of Saleable Area in the Project;
- (vii) **"Development Rights"** shall refer to the entire rights to possess the Project Plot and to construct, develop and sell a project 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 sole possession and control of the Project Plot and every part thereof;
 - (b) plan, conceptualize, design and execute the Project in accordance with Applicable Laws;
 - (c) exercise full, free, uninterrupted, exclusive and Marketing, allotment, leasing, licensing or sale rights in respect of the entire Saleable Area in the Project including the built-up apartments / units and car parking spaces on the Project Plot by way of sale, allotment, lease or license or any other recognized manner of transfer, have the sole authority to determine and control pricing of the Saleable Area and car parking spaces to be developed on the 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 Saleable Area, car parking spaces and wherever required proportionate undivided interest in the land underneath i.e. the Project Plot;
 - (d) carry out the construction / development of the Project and remain in sole 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 Saleable Area and car parking spaces to be developed on the Project Plot and every part thereof;
 - (e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers or

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 Authorised Signatory	Authorized Signatory



other persons to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons;

- (f) 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;
- (g) make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Project Plot and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;
- (h) 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;
- (i) create mortgage on the Project Plot or any part thereof to raise project finance for this Project and to call upon VBPL to execute all documents, mortgage deeds, no objection certificates, declaration, affidavits, etc. as may be required by the lender to record or create such mortgage subject to the condition that the such finance shall be availed from a Financial Institution.
- (j) 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;
- (k) 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 then Applicable Laws;
- (l) 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;

<div>Developer</div> <div>For HOMEKRAFT INFRA PVT. LTD.</div> <div>Authorized Signatory</div>	<div>VBPL</div> <div>VTECH BUILDCON PVT. LTD.</div> <div>Authorized Signatory</div>
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- (m) 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;
 - (n) to apply for and obtain any and all Approvals that may be required to be obtained from the relevant Governmental Authority for the development, construction, Marketing or sale of the Units in the Project or any part thereof, and to do all acts, deeds and things in this regard including to sign and file all applications, forms, deeds, undertaking etc. and deposit all fees and charges, and
 - (o) demarcate the common areas and facilities, and the limited common 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;
 - (p) 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 or otherwise, to create any of the same;
- (x) **"FAR"** shall mean 'Floor Area Ratio';
- (xi) **"Financial Institution"** shall mean a scheduled bank and/or a commercial bank and/or any other banking or non-banking financial institution, , trust or fund which is involved in business of making finances available, whether by way of making loans or advances or funding or otherwise, for any activity, which shall include (a) a non-banking institution which has as its principal business of receiving deposits, under any scheme or arrangement or in any other manner, or lending in any manner; and (b) such other institutions that are recognized as financial institutions under the RBI

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Act 1934, and (c) any company or trust registered with the RBI or National Housing Board or SEBI being in the business of lending money.

- (xii) **"Force Majeure"** shall mean and include acts of (a) God. e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics 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;
- (xiii) **"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;
- (xiv) **"GPA"** shall have the meaning ascribed to it in Clause 2.3 of this Agreement;
- (xv) **"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 Saleable Area except the Pass Through Charges at the Project, 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,
 - (e) Power backup charges,
 - (f) Club membership charges (if applicable),
 - (g) external electrification charges (if applicable);
- (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 / transfer of the Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

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- (xviii) **"GNIDA"** shall mean and refer to the Greater Noida Industrial Development Authority;
- (xix) **"Land Cost"** shall mean and refer to the land premium and its instalments payable as per the Re-Schedulement Letter to GNIDA;
- (xx) **"Pass Through Charges"** shall refer to all statutory charges, fees and expenses and other charges, such as lease rent, society / association formation charges, legal expenses, , payments / contributions received from the Purchasers (*as defined herein below*) towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, association forming charges, Goods & Services Tax, VAT, any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs and deposit which would be collected / recovered from the Purchasers in relation to the Units/ Saleable Area as a contribution from the Purchasers and for onward transfer / deposit to the concerned Governmental Authority or association (if any) of the apartment owners or with the maintenance agency of the Project, as the case may be;
- (xxi) **"Project"** shall mean the development of group housing on the Project Plot by utilization of the Project FAR in the manner the Developer may in its sole discretion deem fit (including the Saleable Area to be permitted by competent authority) and construction of other structures, buildings, commercial 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;
- (xxii) **"Project FAR"** shall mean 7,53,480 square feet (which is equivalent to 70,000 square meters) and additional FAR, if any, allowed by the Governmental Authority;
- (xxiii) **"Project Period/ Project Time Line"** shall mean a period of 5 (five) years from the date of registration of the Project under RERA, with a further grace period of 1 (one) year;
- (xxiv) **"Purchasers"** shall mean and refer to the customers/ allottees/ applicants to whom the Saleable Area in the Project are allotted, sub-leased, or transferred against consideration and persons to whom Saleable Area in the Project is agreed to be allotted, sold, transferred or leased against consideration;
- (xxv) **"Refundable Interest Free Security Deposit" or "RSD"** shall mean the amounts set forth in Clause 6.1, paid by the Developer to VBPL as an Upfront Interest free Refundable Security Deposit.
- (xxvi) **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations promulgated thereunder;

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(xxvii) “**Saleable Area**” shall mean and refer to such portions of the Project and all construction/ development in the Project including the residential area, the commercial spaces, school, car parking spaces, other amenities etc. that are available for sale to purchasers as per the Applicable Laws;

(xxviii) “**VBPL Account**” shall mean an account of VBPL which is created for the purposes of VBPL receiving Advance or any amounts that are payable to the authorities in terms hereof and making corresponding expenditures;

1.2 **Other definitions** - In addition the above, the following capitalised terms shall have the meanings ascribed to them in the clause stated below:

Term	Defined in Clause
Advance	7.1
Additional FAR	Recital vii
AGTDPL	Recital iii
Brochure	Recital i
Current FAR	Recital vii
Lease Deed	Recital iii
Site Layout Plan/Master Plan	Recital vi
Other Documents	10.1.1
Project Plot	Recital iv
Sub-Lease Deed	Recital v
Total Plot	Recital i
VBPL’s Revenue Share	8.2




1.3 **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;

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- iii. any references to the masculine, the feminine and the neuter shall include the 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 Deed. The Schedules and Annexures to this Deed shall form an integral part of this Deed;
- vi. references to this Deed or any other agreement shall be construed as references to this Deed 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 Deed 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 Deed;
- xi. "in writing" includes any communication made by letter, or e-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 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,

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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 Deed 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 Deed shall bear the same clause numbering of the clause in which relevant Annexure is referred.

1.4 Purpose:

- 1.4.1 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, Gross Sales Revenue sharing between the Parties and the rights and obligations of the Parties under the Agreement. The Parties have entered into this Agreement on a principle to principle basis.
- 1.4.2 VBPL agree and undertake that they 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.
- 1.4.3 The Developer agrees and undertakes that it shall complete the Project in accordance with this Agreement (failing which the consequences stated herein shall follow) and make the payment of Advances and share Gross Sales Revenue with VBPL as per the terms of this Agreement.

2 GRANT OF DEVELOPMENT RIGHT

- 2.1 On and from the Effective Date and in accordance with terms of this Agreement, VBPL hereby grants and transfers exclusive Development Rights in respect of the Project Plot to the Developer. 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.
- 2.2 VBPL hereby hands over the possession of Project Plot to the Developer simultaneously with the execution of this Agreement. VBPL agrees and confirms that on and from the Effective Date, the Developer shall have the unfettered 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.

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- 2.3 VBPL agrees that as and when required by the Developer, it shall also execute and cause to be registered a separate general power of attorney in favour of the Developer (the "GPA") in respect of the Project Plot, so as to enable the Developer to perform all its obligations and utilise all its entitlements / benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Purchasers in accordance with the terms of this Agreement. The Developer shall be entitled to appoint one or more substitutes or its authorised representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its permitted nominee(s).

3 CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

3.1 Construction

- 3.1.1 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 at the sole discretion and expertise of the Developer.
- 3.1.2 The Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons.
- 3.1.3 The landscaping, architecture, construction, design, implementation etc. including the calculation of super built up area and Saleable Area of the Project shall be at the sole discretion and expertise of the Developer.
- 3.1.4 The Developer shall be entitled to construct amenities on the Project Plot as may be deemed appropriate by the Developer. 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.
- 3.1.5 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.
- 3.1.6 VBPL shall not have any right to participate in the development, construction, marketing, sale and all other aspects relating to the Project.

3.2 Approvals

- 3.2.1 The Developer shall coordinate to obtain all Approvals for construction and development of the Project including permission / sanction to develop Additional FAR on the Project Plot on

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behalf of VBPL. All such Approvals shall be obtained as per the design, requirement and expertise of the Developer. Costs and expenses relating to Approvals shall be borne by the Developer. VBPL shall provide support (other than financial support) to obtain Approvals as may be necessary. VBPL agrees to provide all documents and sign all deeds and ensure presence of authorized representative whenever and wherever required by the Developer for the purposes of obtaining Approvals.

4 PROJECT FINANCE AND MORTGAGE AND DOCUMENTS

- 4.1 To facilitate the construction/ development of the Project and all other costs, expenses and payments to be made or incurred by the Developer relating to such construction/ development, the Developer is entitled to raise fund / construction finance. The Developer shall be entitled to create mortgage and / or create a charge on the Project Plot and on the current and future constructed area in the same by way of a mortgage by deposit of title deeds or any other sort of mortgage / charge and all current/ future receivables of the same. The Developer shall be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage (as contemplated in this clause) on the Project Plot including to deposit / handover the original title documents of the Project Plot, as may be required, for itself and on behalf of VBPL, if need be. It is also agreed that the VBPL and/ or its directors shall not provide any Corporate/ Personal Guarantee for repayment of aforesaid funding/construction finance. VBPL, on the request of the Developer, has provided necessary authorizations in favour of the Developer/ authorized representative of the Developer in this regard under this Agreement. VBPL undertake to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and all such documents and do all such acts, deeds and things as may be required by the Developer to create the said mortgage / charge (as contemplated in this clause) on the Project Plot, forthwith on being requested by the Developer and also make requisite filings of the charge at the registrar of companies. It is agreed that the entitlement of the Developer to mortgage / create charge on the Project Plot in the manner stated above shall be absolute. It is agreed herein that the Developer shall be responsible for payment of the Project Finance procured by the Developer and the Developer shall at all times indemnify the VBPL and its directors, shareholders and shall keep them indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands, default which the VBPL, its directors, shareholders may bear, incur or suffer, and/ or which may be made, levied or imposed on account of default in repayment of loan or violation of terms of loan documents executed with lender.
- 4.2 It is agreed that even if the receivables from the Project are hypothecated to the lender, VBPL shall continue to receive its share from the Gross Sales Revenue as per the timelines of such payments as provided in this Agreement.
- 4.3 The Developer shall be entitled to make VBPL a confirming party for such Project Finance, if required by the lender. However, VBPL shall have no liability whatsoever it may be towards lenders against such project finance. The Project Finance raised shall be used only towards construction, development and Land Cost relating to the Project and Project Plot.


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- 4.4 The Developer shall have full right to mortgage/hypothecate the Project Plot, building & receivables for availing project finance. Such development / project finance will be availed by the Developer from a RBI registered/ Government approved Financial Institution. VBPL undertakes to facilitate the Developer to obtain the mortgage permissions from GNIDA as and when required by the Developer to create and affect the above stated mortgages created by the Developer on the Project Plot at the cost of Developer.
- 4.5 All original title documents in respect of the Project Plot shall be held by Mr. Kapil Kher, Advocate, who shall act as a trustee/custodian appointed by the Developer. It is clarified that the said trustee shall handover the said original title documents to the lender / lenders trustee on the instructions of the Developer as and when the Developer raises project finance in terms of Clause 4.1 above. Immediately upon the said trustee / custodian handing over the original title documents to the lender / lender's trustee, it shall provide a written intimation to VBPL. Originals of all Approvals and sanctions for construction / development obtained from time to time shall be held by the Developer and shall be deposited by VBPL with the Developer after retaining one copy with it. It is understood that any expenses toward charges/ fees, if any, of the Trustee shall be born and paid by the Developer. The Developer shall hold title documents through trustee and hold the approval documents in accordance with the terms of this Agreement and handover to Common Organisation of the purchaser in the Project at the time when Developer deems fit or deal with it in a manner as required under the then Applicable Laws.

5 MARKETING, BRANDING AND ALLOTMENT / SALE / LEASE/ACCOUNTING OF THE SALEABLE AREA

- 5.1 The Developer shall have the exclusive rights / entitlement of Marketing the Project. The entire Saleable Area of the Project shall be marketed and sold / leased / licensed by the Developer exclusively. The Parties agree that all decisions regarding the Marketing (including branding, pricing, sales, product mix) and all other decisions pertaining to marketing of the Project shall be taken by the Developer exclusively. It is agreed and understood that VBPL shall not market and sell any part of the Saleable Area in the Project. All lease / transfer shall be made by or routed through the Developer.
- 5.2 VBPL may require the Developer to provide on a quarterly basis the documents / data required to audit / establish the extent of collection of Gross Sales Revenue made in the Project. The Developer shall make such data available for inspection at its office on being requested by VBPL.
- 5.3 VBPL may require the Developer to provide at the end of the Project, the documents / data required to audit / establish the surplus, if any of the Pass Through Charges that remain unutilised in the Project. The Developer shall make such data available for inspection at its office on being requested by VBPL.
- 5.4 The Developer shall provide, at end of each month, a sale account of the sale of Saleable Area to the VBPL.



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- 5.5 The Developer shall be entitled to select and finalise a Project name as deemed appropriate by it at its sole discretion. The Project shall be promoted as a project of the Developer with such branding as may be decided by the Developer. Provided that such branding / promotion shall necessarily include the term 'ATS'. Logos as nominated by the Developer only shall appear in all the Marketing and sales collaterals, signboards, billboards, promotional materials, brochures, agreements and allotment documents to be executed with the prospective purchasers and all correspondences with such Purchasers of the Saleable Area
- 5.6 The Developer shall be entitled to launch and Market/ sell / transfer / lease the Saleable Area under the Project in such phases as the Developer deems fit and appropriate.
- 5.7 The Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by / with the Purchasers for the entire Saleable Area at the Project, including but not limited to Marketing brochure / prospectus, application forms, provisional / final allotment letters, apartment /unit buyer agreements, sale / conveyance deeds /lease deeds, maintenance agreements and others as the Developer may consider appropriate. The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the Purchasers, except for as provided in Clause 9.29 of this Agreement.
- 5.8 All advertisement rights shall vest absolutely with the Developer including its timing, format etc. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement / Marketing materials shall be in consonance of all Applicable Laws. The layout of the components of the advertisement / Marketing materials etc. shall be in such formats as may be decided by the Developer.
- 5.9 The Parties hereto agree that only the Developer's (or any of its Affiliates as deemed appropriate by the Developer) contact details (address, phone numbers etc.) would appear on all Marketing and selling materials.
- 5.10 All Purchaser-related documentation with respect to the Saleable Area shall be in the form and manner decided and prepared by the Developer. The Developer shall be entitled to sign / execute / issue the same for itself and on behalf of VBPL (deriving authorizations from this Agreement). In the said Purchaser-related documentation, the Developer shall be entitled to provide on behalf of VBPL all such representations to the Purchasers that have been represented by VBPL to the Developer under this Agreement and any other agreement executed between the Parties in relation to the Project.
- 5.11 In the event the Developer requires VBPL to execute the sale/lease deed or any other document with respect to Saleable Area in favour of Purchaser(s), then VBPL shall execute the same forthwith upon receiving intimation in this regard from the Developer.

6 INTEREST FREE REFUNDABLE SECURITY DEPOSIT (RSD)

- 6.1 The Developer shall pay to VBPL an Interest Free Refundable Security Deposit ("RSD") of _____ days of registration under RERA of the Project.

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- 6.2 VBPL agrees and undertakes that Interest Free Refundable Security Deposit shall be refunded to the Developer in the manner provided in Clause 8.5 below.

7 ADVANCES –

- 7.1 The Parties agree that it shall be an obligation of the Developer to pay to VBPL the following amounts as advance:

- (a) GNIDA instalments due and payable per the Re-Schedulement Letter,
- (b) Lease rent already due and payable to GNIDA as provided in this Agreement and in accordance with the Sub-Lease Deed.
- (c) Charges payable to GNIDA towards purchase of Additional FAR.




The Developer shall provide amounts to pay Land Cost in the event there is a shortfall in the current/previous amounts of VBPL's Revenue Share which have been retained by the Developer in accordance with Clause 8.5 below.

(The amounts that have been paid and that are paid in future by the Developer as advance to VBPL as per Clause 7.1 above are collectively referred to as "**Advance**").

- 7.2 The Parties agree that all Advances that the Developer shall pay to VBPL from time to time after execution hereof and in terms of the above clause shall be paid by the Developer to VBPL in the VBPL Account (as defined herein). The said Advances shall be repaid by VBPL to the Developer as per Clause 8.5 below. It is clearly agreed that the Advances shall be interest free.

8 CONSIDERATION & REVENUE

- 8.1 The entire Development Rights relating to the Project and the Project Plot stand vested with the Developer under this Agreement. The Developer is entitled to collect the entire Gross Sales Revenue generated from the lease / sub-lease / allotment of the Saleable Area in the Project and be entitled to the Gross Sale Revenue *less* VBPL's Revenue Share.
- 8.2 In consideration of the grant, transfer and assignment of the Development Rights under this Agreement by VBPL to the Developer, it has been agreed that VBPL's consideration / entitlement under the Project would be f the Gross Sales Revenue collected from the sale / allotment / lease / transfer of the Saleable Area at the Project (the portion of Gross Sales Revenue payable to VBPL as per this Clause, is referred herein as "**VBPL's Revenue Share**").
- 8.3 It is agreed that in case any charges (including but not limited to lease rent) is paid to any Governmental Authority by VBPL, and is recovered by the Developer from the Purchasers as re-imbursement towards the said payment, then such amounts recovered and collected from the Purchasers by the Developer, shall be paid by the Developer to VBPL.

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- 8.4 In the event any taxes, charges, impositions, levies and duties are imposed and/or become payable in relation to or on VBPL's Revenue Share, the same shall be borne and paid by VBPL.
- 8.5 The Developer agrees that it shall Revenue Share collected every calendar month after launch of the Project, on 7th day of next calendar month to VBPL in its bank account, the particular of which shall be communicated by the VBPL to the Developer in writing. of VBPL's Revenue Share ("Retained Revenue") shall be retained by the Developer and accounted towards refund of all Advances, Interest Free Refundable Security Deposit and to pay Land Cost. It is also agreed that after (a) there is no outstanding amount which is payable to the GNIDA towards Land Cost and (b) entire Advances and Interest Free Refundable Security Deposit has been refunded to the Developer, any balance amount in the Retained Revenue, shall be paid by the Developer to VBPL and it shall be credited in the aforesaid bank account of VBPL. Also, thereafter, the entire revenue share of VBPL collected every month shall be credited to the aforesaid account of VBPL by the 7th day of the next calendar month.
- 8.6 It is further agreed that the Developer shall provide the amounts payable to GNIDA for Land Cost in the VBPL Account. It is agreed that the said account of VBPL shall be operated to ensure that the amounts deposited in the same are only utilised for the purposes of payment of Land Cost.
- 8.7 Notwithstanding anything stated in this clause or this Development Agreement, VBPL's Revenue Share shall remain unaffected and a periodic reconciliation for VBPL's Revenue Share (after taking into account any cancellation, if any) shall be done on a quarterly basis every year.
- 8.8 Each Party shall pay the amounts refundable to the Purchasers in case of cancellation of the allotment of units in the same ratio in which they received the same. The Developer shall be entitled to adjust the amounts payable by VBPL from the next credit of VBPL's Revenue share to VBPL. In the event the Project is at a stage that there is no future credit of VBPL's Revenue Share, then VBPL shall forthwith pay the said amounts to the Developer that are to be refunded to the Purchasers by VBPL. However, in any case the obligation of the VBPL to refund the amount of the cancellation shall not exceed the amount of receipt on such cancellation and the Developer shall be liable to make the payment of penalty/interest, if any on such cancellation.
- 8.9 All Pass Through Charges collected by the Developer from the Purchasers, shall be utilised by the Developer for the purpose that the same have been collected in the manner deemed fit by the Developer. In the event after completion of the Project and grant of occupation certificate for the entire Project, there is any surplus of Pass Through Charges that were collected, then VBPL shall have a right of in the said surplus amounts of Pass Through Charges.
- 8.10 All charges payable to GNIDA for extensions of project completion timelines up-to Project Period will be payable by VBPL. The Developer shall be entitled to pay / adjust the same out of VBPL's Revenue Share. Any charges payable to GNIDA for extensions of project

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timelines (except in case of Force Majeure other than labour unrest) beyond Project Period would be on account of the Developer. In case of such Force Majeure situation (other than labour unrest), the charges payable to GNIDA for extension beyond the Project Period, shall be shared between VBPL and the Developer in the same ratio as the Gross Sales Revenue is being shared.

- 8.11 The Parties further agree that VBPL's Revenue Share/Commercial Terms may be altered if mutually agreed in writing between the Parties. Such mutual agreement made in writing shall be binding on the Parties. It shall for all intent and purpose form an integral part of this Agreement, and each Party shall be entitled to enforce the same.

9 MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS OF THE PARTIES

- 9.1 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 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.
- 9.2 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.
- 9.3 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.
- 9.4 Without prejudice to the rights and entitlements vested in the Developer otherwise in this Agreement and in addition thereto, VBPL constitutes the Developer, through their authorised officers from time to time and its director(s)/ authorized signatory (as authorized by the Developer), as its agent, to in its name and/ or on its behalf, do all acts, matters and things as set forth in **Schedule-IV** hereto.
- 9.5 The Developer shall endeavour to register the Project under RERA within 45 days from the date of procuring the Environment clearance.
- 9.6 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 authorised signatory. VBPL hereby agree to promptly execute necessary deeds, letters, documents and writings as may be required by Developer to carry out the above mentioned acts.
- 9.7 The Developer shall complete construction of the Project and apply for occupation certificate to the relevant authority within the Project Period. It is agreed that the Project Period shall stand extended in case of Force Majeure for such time period as the Force Majeure condition

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subsists. In the event the Developer does not complete the construction of the Project and apply for occupation certificate within the said period, then;



- (a) **If _____ total Gross Sales Revenue that can be collected for all the sold / allotted units till such date, has been collected** – Then the Developer shall not be liable to pay any penalty or damage or any other costs to VBPL on account of such delay;
- (b) **If _____ of the total Gross Sales Revenue that can be collected for all the sold / allotted units till such date, has not been collected** – Then the Developer shall pay a monthly penalty of R _____ month to VBPL till such time that _____ of the total Gross Sales Revenue that can be collected for all the sold / allotted units till such date, has been collected.

- 9.8 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 applicable without any liability on the VBPL.
- 9.9 If VBPL fails to fulfil its obligations regarding title under this Agreement, it shall be liable to pay compensation/penalty payable to third parties including the Purchasers in the Project, as applicable without any liability on the Developer.
- 9.10 The Developer shall provide to VBPL amounts payable to GNIDA for procuring the Additional FAR as an Advance as also provided in Clause 7.1 herein. The said amounts shall be paid by the Developer to VBPL in the VBPL Account. VBPL agrees that the amounts so provided / deposited in the VBPL's Account shall be utilized only for the purposes of making payment to GNIDA for obtaining Additional FAR.
- 9.11 In case the amount payable towards lease rent and Land Cost are increased/ decreased at any time, then VBPL shall pay the same at actuals and in case any Advance is to be provided by the Developer under this Agreement, the same shall also be paid at actuals. The representations of VBPL with regard to the amounts payable for lease rent and Land Cost shall stand amended to the extent of such increase/ decrease without any further act or action on the part of VBPL.
- 9.12 Developer shall provide to VBPL amounts payable to GNIDA for Land Cost in case of shortfall as provided in Clause 7.1 herein. The said amounts shall be paid by the Developer to VBPL in the VBPL Account. VBPL agrees that the amounts so provided / deposited in the VBPL's Account shall be utilized only for the purposes of making payment to GNIDA for Land Cost. It is understood and agreed by the Developer that payment of installments of Land Cost shall be made as and when the same falls due and in case of any delay of making the payment of such installment, the Developer shall be responsible for the consequence of such default which includes but not limited to payment of interest, cost, charges etc. without any obligation on the part of VBPL.

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- 9.13 The Developer agrees that at no point during the subsistence of this Agreement will the monthly remittance of VBPL's Revenue Share be denied or carried forward to the next month, after making relevant adjustments in accordance with Clause 8.5, Clause 8.8 and Clause 8.10 in this Agreement.
- 9.14 As on the Effective Date, the time period for construction and development of Project as provided in the Sub-Lease Deed is _____ from the date of execution of Lease Deed. VBPL shall procure extensions in the said time period specified in the Lease Deed for such period till such time that the project is constructed. The Developer shall render reasonable support to VBPL in this regard. It is hereinafter agreed that VBPL shall be liable to pay and/or incur any liability, penalty incurred or imposed by GNIDA, for extension of time period for construction and development of Project till Project Period including but not limited to penalty, if any, is imposed by the GNIDA regulating the development of Project Plot due to non-completion of _____ of registration of lease deed in favour of VBPL or penalty, if any, imposed by the GNIDA for not completing the project within _____ the date of registration of lease deed in favour of VBPL. Further, in case such time period is further extended beyond the Project Period, then the Developer shall be liable for any penalty imposed by GNIDA for such extension.
- 9.15 Understanding with regard to RERA and related compliances –
- (a) The Developer shall endeavour to procure registration of the Project under RERA within 45 (forty five) days from the date wherein all the Approvals for construction and development of the project including the environment clearance has been procured and make such filing etc. under RERA related to the Project as may be required from time to time. It is hereinafter agreed that this timeline shall be subject to Force Majeure.
 - (b) VBPL agrees and undertakes to forthwith provide all documents/information/undertakings and support as may be required for the registration of the Project under RERA. Each Party agrees to forthwith rectify any and all defects from their end that may in any way impede the process of registration of the Project under RERA.
- 9.16 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 under RERA on account of title of VBPL to the Project Plot and its' obligations with regard to the said title, shall be borne and met by VBPL alone.
- 9.17 The Developer shall at all times be entitled to utilise all current and future FAR on the Project Plot in the manner it deems fit. In-case there is any additional FAR available beyond Project FAR that is available then the Developer shall be entitled (but not obligated) to construct the same on the Project Plot, subject to mutual agreement with VBPL.
- 9.18 VBPL, on signing of this Agreement, has provided peaceful and vacant possession along to Developer which Developer acknowledges to have received.

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- 9.19 VBPL undertake to resolve all dispute, with regard to title of the Project Plot and shall indemnify the Developer against all cost, expenses, losses which may arise or incur due to defect in the title of the said Project Plot.
- 9.20 VBPL shall furnish to the Developer, in such time as may be reasonable having regard to the timing and nature of any request therefore, with all necessary and relevant information which is reasonably required by the Developer during the course of development of the Project. VBPL agrees to sign and execute such documents and deeds as may be reasonably required to give effect to the intent and terms of this Agreement.
- 9.21 VBPL shall forthwith provide the Developer notice of any claim, Litigation, proceeding, investigation in connection with the Project Plot of which VBPL becomes aware. In the event of VBPL receive any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and / or any third party, that may directly or indirectly be related to the Project Plot or the Project, it shall within 10 (Ten) Business Days of receipt of the said communication, correspondence, notice, demand, share it with the Developer.
- 9.22 VBPL have created an interest in the Project Plot and the Project FAR under this Agreement in favour of the Developer. VBPL confirms that in event of bankruptcy, liquidation, and/or winding up proceedings or event leading to the same for VBPL, the rights and entitlements of VBPL shall be restricted to the residuary rights of VBPL in the Project Plot/the Project after taking into account the rights, entitlements and interest of the Developer in the Project Plot / the Project under this Agreement. The rights and entitlements of the Developer under this Agreement including the interest created in the Project Plot in favour of the Developer by virtue of this Agreement shall not be affected in any manner in case of any bankruptcy, liquidation, and/or winding up proceedings relating to VBPL or event leading to the same. Similarly, intent of the Parties is that bankruptcy, liquidation, and/or winding up proceedings relating to the Developer shall not lead take away the VBPL's Revenue Share.
- 9.23 VBPL, at any time after the Effective Date, shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Development Rights, the Project Plot or the Project.
- 9.24 VBPL shall ensure that during the subsistence of this Agreement, no other person, acting under or through it, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer or (ii) whereby the grant and transfer of the Development Rights or the rights of the Developer in respect of the Project Plot are prejudicially affected.
- 9.25 VBPL covenants with the Developer that upon the transfer of all flats/units in the Project and/or on utilization of the entire Project FAR in the Project Plot or the Project being completed and /or on receipt of VBPL's Revenue Share in Gross Sales Revenue by the VBPL and/or upon formation of the Common Organisation by the Developer comprising of the Purchasers of the Project, VBPL shall do all such acts, deeds and things as may be required

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by the Developer for the purposes of handover of the entire charge of the Project with respect to the maintenance of the Project including transferring the underlying Project Plot, and if so required under the Applicable Laws and VBPL hereby give their irrevocable consent for handing over the originals of all title documents of Project Plot, Approvals and any other relevant document essential for it to perform its functions.

- 9.26 VBPL shall be liable, at its own costs and expense, to (i) settle all disputes, claims, demands, suits, complaints, litigation, etc., which may be raised, filed or created in relation to or which can lead to an adverse impact on the title of the Project Plot (ii) rectify any incidents or event of revocation, termination or defect in the Approvals due to any defect/impediment in respect of title of VBPL on the Project Plot, (iii) rectify any default by VBPL of any term/conditions of this Agreement or breach of any representation, warrant or covenant of VBPL under this Agreement. VBPL shall undertake such rectifications or settlements, as the case may be, in a manner that the development, construction or sale of the Project on the Project Plot or any part thereof by the Developer is not be interrupted, obstructed, hampered or delayed in any manner.
- 9.27 The Developer shall be liable at its own costs and expenses to settle all disputes which shall include but not limited to disputes with its Purchasers, contractors, vendors, suppliers, marketing, advertising, PR, material, legal and statutory. Provided, however, that any dispute emerging on account of title of VBPL or any default of VBPL shall be settled by VBPL at its own costs.
- 9.28 VBPL shall be solely responsible for all the claims and/or actions instituted by the Purchasers, in respect of any defect in the title to the Project Plot. VBPL shall at their own costs and expenses rectify any such claims and/or actions instituted by the Purchasers, in respect of any defect in the title to the Project Plot. All Purchaser penalties and liabilities and implications under Applicable Laws, arising out of such claims because of such title defect shall be borne and paid by VBPL. VBPL shall keep the developer completely indemnified in this regard.
- 9.29 In the event the Developer at any point of time sells more than 30 apartments to a single Purchaser at more than the price at which other apartments are being sold by the Developer in the project, then the same shall be sold subject to a prior approval of VBPL. At such stage, VBPL shall respond to the intimation received from the Developer within 3 (three) Business Days of receiving such intimation from the Developer, failing which it shall be construed as a deemed consent.

10 REPRESENTATION AND WARRANTIES

10.1 Each of the Parties hereby represents, warrants and undertakes to the other Party that:-

10.1.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney, and consents, contemplated hereunder or pursuant hereto (the "**Other Documents**").

10.1.2 The execution, delivery and performance of this Agreement and/or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has

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been duly authorised by all necessary corporate or other action of the Party; and the same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

10.2 VBPL represents and warrants to the Developer that –

- 10.2.1 There is no easement, impediment, prohibition, restriction or negative covenant running with the Project Plot, whereby VBPL are in any manner restrained, prohibited or prevented from granting the Development Rights in favour of the Developer;
- 10.2.2 The execution and performance of this Agreement shall not violate, conflict with or result in a breach of or default under Applicable Laws, any of terms and conditions for allotment/lease of the Project Plot in favour of VBPL or any of the constitutional documents of VBPL. The Development of the Project is permitted in the project Plot;
- 10.2.3 The title and rights of VBPL on the Project Plot are not subjected to any Encumbrance. There is no litigation or proceedings in any court or tribunal or arbitration or revenue proceedings or quasi-judicial proceedings nor is there any attachment on the Project Plot;
- 10.2.4 Certain amount payable towards lease rent as per the Sub-Lease Deed and land premium as per the Re-Schedulement Letter is payable to GNIDA towards the Project Plot;
- 10.2.5 The Project Plot is recorded and reflected and treated as 'work-in-progress' in its books. There is no proceeding pending under the Income Tax Act, 1961 against VBPL or with respect of the said Project Plot;
- 10.2.6 There is no income tax liability of VBPL that may in any manner have an adverse impact on title of VBPL to the Project Plot;
- 10.2.7 The Project FAR is permitted to be developed on the Project Plot.

11 INDEMNITY

- 11.1 Without prejudice to the rights of the Developer under any other provision of this Agreement or any other remedy available to the Developer under law or equity, VBPL shall indemnify, keep indemnified, defend and hold harmless the Developer, its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with any breach of the terms and conditions or covenants or warranties of VBPL under this Agreement and / or any incorrect representation / warranties made by VBPL under this Agreement.
- 11.2 Without prejudice to the rights of VBPL under any other provision of this Agreement or any other remedy available to VBPL under law or equity, Developer shall indemnify, keep indemnified, defend and hold harmless VBPL, its directors, officers, employees and agents




Developer 	VBPL 
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against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with any breach of the terms and conditions or covenants or warranties of the Developer under this Agreement and / or any incorrect representation / warranties made by Developer under this Agreement.

12 JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 This Agreement shall be governed by, and construed in accordance with the laws of India.
- 12.2 This Agreement shall be binding upon the Parties and be governed by and construed in accordance with the laws of India and courts at New Delhi shall have exclusive jurisdiction in respect of all matters concerned to or arising out of this agreement.
- 12.3 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.
- 12.4 If the dispute is not resolved through such discussions within 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 12.5 The seat and venue of arbitration shall be at Delhi and the language of the arbitration proceedings shall be English.
- 12.6 The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by VBPL and one arbitrator shall be appointed by the Developer and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal.
- 12.7 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 12.8 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.
- 12.9 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.
- 12.10 Any decision of the arbitral tribunal shall be final and binding on the Parties.

Developer 	VBPL  VTECH BUILDCON PVT. LTD.
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13 NOTICE

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

(a) **If to VBPL:**

Address:

Attn: Mr. Dhanesh Kumar Singh

E-mail:

(b) **If to the Developer:**

Address:

Attn: Mr. Getamber Anand

E-mail:

14 CONFIDENTIALITY

- 14.1 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 Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (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;

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- (c) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
- (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.

15 GENERAL

15.1 No Partnership

Notwithstanding anything stated herein, nothing contained in this Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons for and on behalf of any other Party. This Agreement is executed on principal to principal basis and Parties under this Agreement shall be bound for their distinct responsibilities, rights, liabilities and obligations.

15.2 Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party. At any time subsequent to the execution of this Agreement, if there is any change in Applicable Laws including enforcement of the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA"), then the Parties shall amend this Agreement to the extent reasonably required to make this Agreement in line and to reflect the commercial and legal understanding as envisaged in this Agreement;

15.3 Assignment

Parties to this Agreement shall be not be entitled to transfer or assign their rights, entitlements and obligations under this Agreement without obtaining the written consent from the other Party, except where such transfer or assignment is to a group company and except where specifically agreed in this Agreement. It is further agreed by the Developer that it shall not enter into any scheme of merger/de-merger/amalgamation/arrangement/management control

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which give right to any third party to take control over the Developer without permission of the VBPL, except with a group company of the Developer where no such permission shall be required. In case of transfer or assignment to a group company or merger/de-merger/amalgamation/arrangement with a group company, the Developer shall provide a written intimation to VBPL.

15.4 Waiver

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

15.5 Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

15.6 Further Acts

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

15.7 Authorization

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

15.8 Conflict

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

15.9 **Survival:** The provisions of this Clause, Clause 10 (Representations and Warranties), Clause 11 (Indemnity), Clause 12 (Jurisdiction, Governing Law and Dispute Resolution), Clause 13 (Notice), and Clause 14 (Confidentiality) shall survive the termination of this Agreement.

15.10 Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and

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

15.11 Tax Liabilities

The Parties shall be responsible to bear their respective liabilities for income tax, as may be applicable and levied on their shares and entitlements under this Agreement.

15.12 Stamp Duty and Registration

The stamp duty and registration fee, if any, applicable on this Agreement shall be borne and paid by the Developer and VBPL in the ratio of _____ re of stamp duty shall be paid out of the RSD in the manner stated in Clause 6.1 above.

Developer HOMERDAET INERA PVT LTD	VBPL VTECH BUILDCON PVT. LTD.
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IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

<p>SIGNED SEALED AND DELIVERED By and within named VBPL</p> <p>Through its Authorised Signatory Mr. Dhanesh Kumar Singh Authorised through board resolution dated March</p>	<p>VTECH BUILDCON PVT. LTD.</p> <p>Authorized Signatory</p>
<p>SIGNED SEALED AND DELIVERED By and within named Developer</p> <p>Through its Authorised Signatory Mr. Getamber Anand Authorised through board resolution dated April</p>	<p>For HOMEKRAFT INFRA PVT. LTD.</p>

Witnesses:

Arvind Kr Singh.
S/o Suresh Kumar Singh
R/o Sec-404, Leek County
Mansarovar, Ashok Nagar,
Pin-800025

YED JAFAR RAZA S/o Late Sh. S.M. Hasnain
Flat No. G-25 Block-C, Gaur Global Village
Crossing Republic, Ghaziabad

<p>Developer</p> <p>For HOMEKRAFT INFRA PVT. LTD.</p>	<p>VBPL</p> <p>VTECH BUILDCON PVT. LTD.</p>
<p>Authorized Signatory</p>	<p>Authorized Signatory</p>

पुणे जिल्हा न्यायालय




SCHEDULE I

DESCRIPTION OF PROJECT PLOT

The plot number 01/GH-04 ad-measuring 20,000 square meters situated at Sector 4, Greater Noida.



Developer	VRPI
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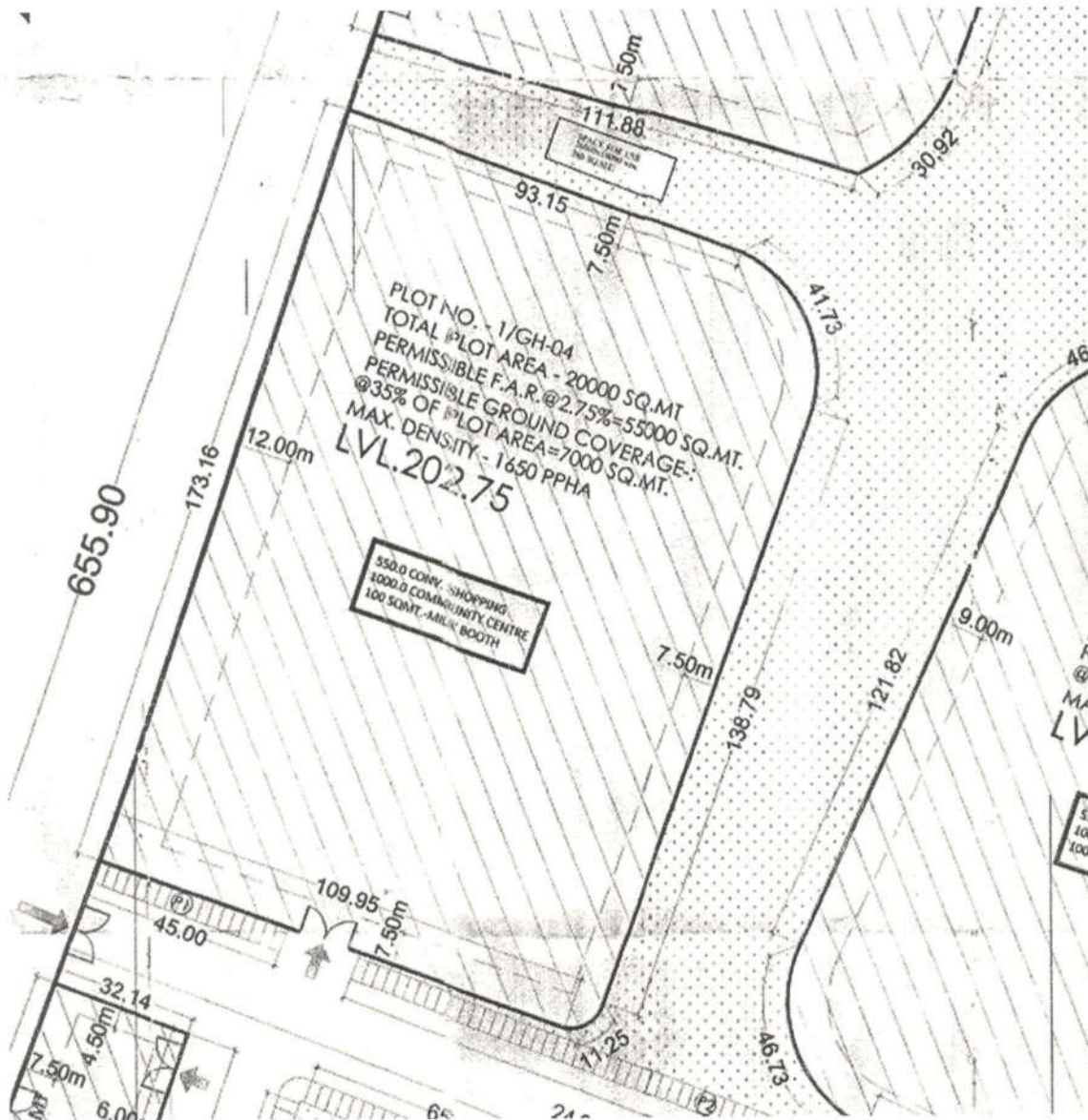


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For HOMEKRAFT INFRA PVT. LTD

SCHEDULE II

PLAN DEMARCATING PROJECT PLOT



Developer	VRPI
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SITE LAYOUT PLAN/MASTER PLAN



Developer

VBPL

VTECH RIITI DCON DVT VTR

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SCHEDULE IV

VBPL hereby constitutes the Developer through its authorized representatives as its agent to do any and all of the acts, deeds and things stated below in the name of and on behalf of VBPL;

1. To enter upon the Project Plot and take control and possession of the same for the purposes of carrying out the development of the Project in terms of this Agreement;
2. To remain in control of and enjoyment of the Project Plot, and be responsible for the construction and development on the Project Plot or any part thereof until the completion of the construction and development of the Project;
3. To manage the Project Plot and the facilities constructed upon it and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Project Plot with any concerned authority, to deal with such authorities and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on the Project Plot and to take appropriate steps in accordance with law, to abate all nuisance;
4. To carry out the Project on the Project Plot with due sanction of the appropriate Governmental Authority and to construct and develop the Project in accordance with the sanctioned plans and specifications;
5. To pay all deposits/securities, EDC/IDC etc. to concerned authorities, etc. for the development of the Project, if need be under this Agreement and to receive the refundable amounts out of the said amounts from the said authorities in the name of the Developer;
6. To carry on correspondence and execute deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project including for Marketing, leasing, licensing or sale of the premises to be constructed on the Project Plot as set forth in this Agreement;
7. To appear on its own behalf and on behalf of VBPL, before any Governmental Authority including (and not limited to) Uttar Pradesh Town and Country Planning Department, GNIDA, Ministry of Environment, Forest and Climate Change, State Expert Appraisal Committee, State Environment Impact Assessment Authority, Uttar Pradesh Pollution Control Board, Deputy Commissioner, Land Revenue Office, Forest Office, Real Estate Regulatory Authority, Survey of India, Fire Department, Building & Other Construction Workers Department and labour, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Developer may desire or deem fit from time to time, for any license, permission, Approvals (including environmental approvals and fire clearances), sanction or consent required in connection with the exercise of the rights vested in it by virtue of the Agreement as required under Applicable Laws, rules, regulations, orders, notifications in relation to the Project or the Project Plot and for the purposes incidental thereto;

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8. To apply for and obtain all such licenses, Approvals (including environmental approvals and fire clearances), permissions, consents, sanctions etc. as may be required, in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Project Plot for becoming eligible for grant of such Approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose;
9. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Project Plot by utilizing the FSI available on the Project Plot and the Development Potential, as may be permitted in respect of the Project Plot, in terms of this Agreement;
10. To promote and register the condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the Applicable Laws, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent VBPL before all concerned authorities;
11. To make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component, as may be permitted under Applicable Laws (and for that purpose to make any affidavit and give undertakings as the Developer may desire or deem fit);
12. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, consultants, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to pay the wages, remuneration fees etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate with them from time to time and to give them instructions as the Developer may deem fit, from time to time;
13. To apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc. in respect of any matter in relation to the construction and development of the Project; to exercise full, free, uninterrupted, exclusive Marketing rights (as more particularly defined here in this Agreement) in respect of the Saleable Area and car parking spaces in the Project; to negotiate market, sell and/ or to enter into and register agreements for sale, transfer, conveyance of the built up areas forming part of the Saleable Area in the Project and any car parking spaces and/or any additional area to be constructed and developed as a part of the Project in accordance with this Agreement, with any person for such consideration as may be determined and collected by the Developer in its bank account, and on such terms and

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conditions, as may be agreed by and between the Developer and such other person;





14. To exercise full, free and uninterrupted rights for allotment, sale / lease, license or any other manner of transfer or creation of third-party rights in the entire Saleable Area in the Project, car parking spaces and / or on the Project Plot, and enter into and register agreements with such transferees as it deems fits and on such Marketing, leasing, licensing or sale, to receive the full and complete proceeds in its own name and give receipts and hand over ownership, possession, actual or constructive, use or occupation of the entire Saleable Area and car parking spaces in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Project Plot, in such manner as may be feasible, expedient or necessary to transferee, or proposed transferee of the Saleable Area in the Project;
15. To cause mutation/recording with the Governmental Authorities, whenever necessary, of the sales/transfer of the Saleable Area and car parking spaces and to make such statements effected in the revenue records;
16. To execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale, sale deeds/conveyance deed, deed of apartment, agreement to lease, leave & licence agreement, tenancy or any other agreement in relation to the entire Saleable Area and car parking spaces in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Project Plot;
17. To raise project finance / loan from a Financial Institution for the purposes of development of the Project, and to mortgage the Project Plot and all accession / construction (present or future on the same) against such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of VBPL with such Financial Institution and to do all such acts, deeds and things including to deposit title deeds relating to the Project Plot, as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever and to pay necessary stamp duty and registration charges and to admit the execution of any such agreements / documents and/or writings in the relevant office of Sub Registrar of Assurances and for the said purpose, to do all such furthers acts, deeds, matters and things, as may be necessary, including to make necessary filings with the registrar of companies and to apply on behalf of VBPL;
18. To permit home loans/housing finance to the Purchasers in the Project and to do all such acts, deeds and things, as may be necessary, incidental or ancillary including signing of documents, affidavits, NOCs etc. as may be a requirement of the customers/buyers/ banks and/or financial institutions for grant of such loans;
19. To issue advertisements and printed material in name of the Developer and in such mode as may be deemed fit by the Developer regarding the Saleable Area constructed/to be constructed under the Project, in accordance with this Agreement, for sale of the Saleable Area in the Project and the Project Plot, announcing the development of the Project and inviting prospective purchasers to book the Saleable Area or any part thereof and to engage

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broker/dealers, agents etc. for advertising, booking/sale of the Saleable Area constructed and/or proposed to be constructed in the Project, as per the Applicable Laws;

20. To protect the Project Plot in such manner as the Developer may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order;
21. To sign and execute in the name of VBPL, agreements for the lease, transfer or conveyance, of the Saleable Area and car parking spaces in the Project on the Project Plot, with proportionate undivided share in the entire Project Plot or any part thereof and also to sign and execute such other documents and assurances as may be necessary for effectually transferring and vesting the Saleable Area sold/transferred in the Project in favour of the Purchasers in the Project and to present any such document before the concerned Registrar or Sub-Registrar of Assurances and to do all acts, deeds, matters and things including executing and filing of declaration/deeds and applications for the due registration of such documents as may be required under the Indian Registration Act, 1908 and any other laws for the time being in force;
22. To maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the Purchasers, as per Applicable Laws;
23. To appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the Applicable Laws relating to the registration, to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed, signed, sealed and delivered to and on behalf or in favour of VBPL in relation to the development of the Project on the Project Plot or any part thereof and to take all effective steps under the Indian Registration Act, 1908 for the purpose of registration of any document and take steps by way of appeal, reference, review or revision under the said Act including before Inspector General of Registration under the said Act as the Developer may desire or deem fit;
24. To undertake and execute all acts, deeds and things that may be required under or in relation to the Real Estate (Regulation and Development) Act, 2016 and all rules, notifications and directions under or in relation to the same. To appear before the Uttar Pradesh Real Estate Regulatory Authority, its appellate authority and all courts and tribunals having related jurisdiction, and defend, settle, compromise or abandon any legal proceeding and other matters concerning the Project or any part thereof;
25. To institute, conduct, defend, settle, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between the Developer and VBPL), the development of the Project on the Project Plot and to appear and act in all courts, original or appellate, and other Government and private offices (including the Uttar Pradesh Real Estate Regulatory Authority) and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be

Developer 	VBPL 
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necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the Developer shall think expedient and proper to do so;

26. Generally to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the Saleable Area and car parking spaces in the Project on the Project Plot and to exercise all rights vesting in the Developer under the Agreement;

For HOMEKRAFT INFRA PVT. LTD.

VTECH BUILDCON PVT. LTD.

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बही संख्या 1 जिल्द संख्या 27631 के पृष्ठ 41 से 90 तक
क्रमांक 13826 पर दिनांक 27/04/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


मुकेश यादव, प्रभारी

उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर

