



हरियाणा HARYANA

983233

SPECIAL POWER OF ATTORNEY

Know all men by these presents that **M/s. Niho Construction Ltd.** having its registered office at X-22, 1<sup>st</sup> Floor, Hauz Khas, New Delhi through its authorized signatory Mr. Pratik Chauhan S/o Mohanbhai Chauhan (hereinafter called the General Attorney) is empowered by M/s. S.V. Liqour (INDIA) Ltd., a company duly incorporated under the provisions of Companies Act, 1956, having its registered office at J-14, Vikas Puri, New Delhi, through its Authorized Signatory Mr. Sunil Kumar Jindal S/O Shri Vijay Kumar Jindal, R/O II-C/95, Nehru Nagar, Ghaziabad vide Resolution dated 12.04.2014 (hereinafter called the land owners) to do all deeds and acts as incorporated in General Power of Attorney (herein after called GPA) dated 13-5-2014 executed by the land owners in favour of the General Attorney and registered on the same day as document No. 4 on page No.33 of Book No.2 with the office of Sub - Registrar Nissing Tehsil, Karnal in respect of lands measuring 48667 sq. mtrs comprised in Khasra no. 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 556, 557, 558 and 559 within revenue limits of Mohiddinpur, Kanawani, Gautam Buddha Nagar (herein after called the said lands). As per clause 9 of the said GPA the attorney is empowered to further delegate powers to its



For NIHO CONSTRUCTION LTD. For Oxirich Construction Pvt. Ltd.

Page 1 | 7

Authorised Signatory

Director



S.V Liquor(India) Ltd & Niho construction Ltd.

Thru G.P.A Pratik Chauhan

2nd Party → Oxirich construction P.V+Ltd.

प्रलेख नः 14

Thru Vikas Dua

दिनांक 06/06/2014

डीड का नाम SPA	डीड संबंधी विवरण
तहसील/सब-तहसील निसिंग	Amount.....
गांव/शहर निसिंग	Purpose/Use.....
	L No. 05 JUN 2014
	धन संबंधी विवरण
रजिस्ट्रेशन फीस की राशि 100.00 रुपये	Signature
	RAM SARIUP (STAMP VENDOR) RANCHAYAT SHAWAN, Opp SCERT NEAR JUSTICE COURT GUE TACON (HE)



Drafted By: विरेन्द्र कुमार वकील

Service Charge: 150.00 रुपये

यह प्रलेख आज दिनांक 06/06/2014 दिन शुक्रवार समय 1:19:00PM बजे श्री/श्रीमती/कुमारी M/s Niho Construction Ltd. Through Mr. Partik Chauhan निवासी निसिंग द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

*[Signature]*

उप/संयुक्त पंजीयन अधिकारी  
निसिंग

श्री M/s Niho Construction Ltd. Through Mr. Partik Chauhan

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Oxirich Construction Pvt. Ltd. Through Vikas Dua प्राधिकृत हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी लखमन दास नम्बरदार पुत्र/पुत्री/पत्नी श्री निवासी निसिंग व श्री/श्रीमती/कुमारी गोविन्द राम पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी रामजी लाल निवासी दिल्ली ने की।

दिनांक 06/06/2014

उप/संयुक्त पंजीयन अधिकारी  
निसिंग



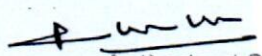
nominees to do the acts deeds etc. as authorized in the said GPA. This Special Power of Attorney (herein after called the SPA) is executed by the General Attorney in favour of **M/s Oxirich Construction Pvt. Ltd.** having its registered office at 915, Arunachal Building, 19, Barakhamba Road, Connaught Place, New Delhi – 110001 through their authorized signatory Sh. Vikas Dua S/o Sh. Mahesh Chandra Dua (referred to as Special Attorney herein after) duly authorized vide board resolution dated 30<sup>th</sup> May 2014 to do following deeds and acts, which the General Attorney is authorized to do in terms of the said GPA. The Special Attorney shall have the powers to do following acts in respect of building blocks to be developed by the Special Attorney and apartments falling to its share in terms of Agreement for construction dated 8-9-2011 followed by supplementary/addendum agreements to the said agreement for construction (herein after referred to as the said building blocks and said allocated apartments) forming part of the project namely "Scottish Gardens" and being developed on part of the said lands which are subject matter of the GPA, subject however fulfillment of terms and conditions of the aforesaid agreements between the General Attorney and the Special Attorney. The map showing the building blocks in respect of which the powers are granted under this deed is enclosed as Annexure A to this deed.

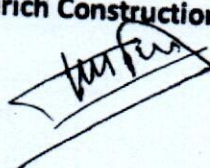
**NOW THIS GPA IS WITNESSTH AS UNDER:**

1. To prepare, sign, submit and obtain completion and other certificate, to get sewage disposal connection, electricity and water connections meters installed, to pay required fees, charges security deposit etc., and for the purpose to sign and submit any applications, affidavits, undertakings etc., Completion/Occupancy Certificates and other permissions required in courser of construction, completion and occupation of of the said Building block/s ; to apply for and obtain necessary clearances, permissions, consents required in course of development of the said building blocks; to submit applications, Affidavits, Statements, Returns to the Government of U.P.and/or the Authorities under any state or central statue, to obtain necessary

For NIHO CONSTRUCTION

For Oxirich Construction Pvt. Ltd.

  
Authorised Signatory

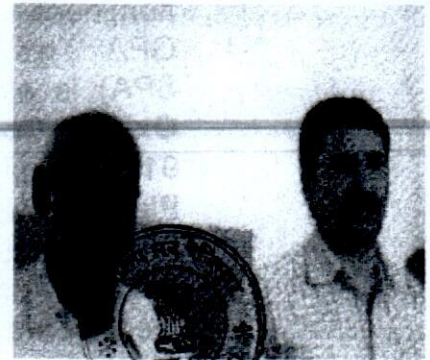


Page 2 | 7

Director







पेशकर्ता

M/s Niho Construction Ltd



प्राधिकृत

M/s Oxirich Construction P



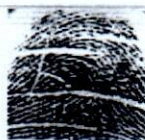
गवाह

लछमन दास नम्बरदार



गवाह

गोविन्द राम



## प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 14 आज दिनांक 06/06/2014 को बही न: 4 जिल्द न: 2 के पृष्ठ न: 35 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द न: 25 के पृष्ठ सख्या 85 से 86 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 06/06/2014

उप/संयुक्त प्रमाणन अधिकारी  
निर्सिंग

for Oxirich Construction Pvt. Ltd.

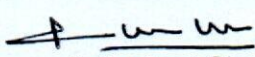


Clearances, Exemptions, Sanctions and Permissions required under any of the Act required in course of construction of the said building blocks; and generally to do all acts and deeds to get all the approvals required in course of construction and completion of the said building blocks at their own risk, cost and expenses.

2. To represent the General Attorney before all such authorities like Ghaziabad Development Authority/Gautam Budh Nagar Town Municipal Council/s and all other concerned Authorities including GDA/NOIDA Development Authority, National Airport Authority of India as well as International Airport Authority of India, Department of Telecommunication, Traffic Department, Lift Inspectorate, Ghaziabad/ Gautam Budh Nagar Electric Supply Company, any office of Water Supply and Sewerage Board, Urban Arts Commission, Fire Force Department, before the Government of Uttar Pradesh, Development Authority, Central Government or any Appropriate Authority under any state or central statute; or any statutory authority, state or central government to make representations, file affidavits, applications, documents, necessary for the purposes of obtaining permission, clearances, exemptions, sanctions required under any statute in course of the construction and development of the said building blocks as also Licenses, Consents / Permissions/ No Objection Certificates/Occupancy Certificates/Amendments/ Modifications required in course of development/construction/completion of the said building blocks as per the Sanctioned Plans in respect of the building blocks.



3. To pay all rates/taxes/cesses in regard to the said building blocks as also the charges for electricity/water consumed For Oxirich Construction Pvt. Ltd.

  
Authorized Signatory

  
Director



for Quinch Construction Pvt. Ltd.

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and pay all deposits/ charges/ fees/ contributions and other levies required in course of development/construction/completion of the said building blocks or any structures as per the sanctioned plans in respect of the said building blocks.

4. To develop the said building blocks and for the purpose construct, re-construct, renovate, addition, alternation in respect of the said building blocks and for the purpose do every type of work as per law permissible at its own costs and risks without any liability on part of the general Attorney/land owners.
5. To market, sell the said allocated apartments and for this purpose to enter into agreements for sale/transfer or enter into any kind of agreements on such terms as the Special Attorney deems fit and to get the Agreement/s executed as well to cancel the said execution; to receive the consideration for sale/transfer, as also advances, earnest money deposits, part payments and balance payments in its own name in regard to the sale/conveyance/transfer and issue receipts and acknowledgements thereof; to apply for and obtain clearance required for the registration of the said allocated apartments in favour of the Purchasers or their nominee/s and to pay such dues as may be necessary for the purposes of obtaining such clearance certificate/s from the concerned Authority; to rectify any document executed by the Special Attorney under this SPA subject however the same shall be done at its own costs and risk without any liability on part of the General Attorney under any circumstances.
6. It is clarified that the Special Attorney is not authorized under this deed to submit for approval for sanctions/revised sanctions of the subject buildings. It is further clarified that



For NIHO CONSTRUCTION LTD.

Authorized Signatory

For Oxirich Construction Pvt. Ltd.

Director



For Oxwich Construction Pvt. Ltd.

Director



the Special Attorney shall be authorized to hand over physical possession of the allocated apartments only after the apartments falling to the share of General Attorney are duly handed over. It is further clarified that as and when the occasion of execution and registration of conveyance deed for the said allocated apartments so agreed to be sold to the intending purchasers arises, at the request of the Special Attorney, the same shall be executed and got registered only & solely by the land owners/General Attorney through their authorized signatory directly in the favour of the intending purchasers of the said allocated apartments or in favour of their nominee(s).

7. The Special Attorney shall also be authorized to execute the necessary tripartite agreements with the concerned banker for the housing loans if any, availed of by the intending purchasers from any bank, financial institutions or financial organizations as per their requirement with respect of all or any of the said allocated apartments to meet the requirement of such bankers or financial institutions, without however, making the General Attorney/Land Owners liable or responsible thereof in any manner whatsoever. The authority is restricted in respect of the said allocated apartments and shall not travel beyond it.



8. To initiate, prosecute and defend all legal, revenue, tax and other proceedings relating to the lease of the said allocated apartments and in that behalf, engage the services of legal and tax practitioners, instruct them and remunerate them; to sign and execute pleadings, applications, petitions, affidavits, declarations, Memoranda of Appeal, Revision and Review to be filed before any Court, Tribunal or Authority or Arbitration/s with regard to the said allocated apartments; to produce documents and obtain return thereof, to give evidence and to instruct Counsel in regard to any proceeding relating to

For NIHO CONSTRUCTION LTD.  
Authorized Signatory

For Oxirich Construction Pvt. Ltd.

Page 5 | 7

Director







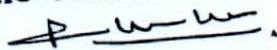
the said allocated apartments; to appoint an arbitrator, advocate, represent the Special Attorney, sign any documents, accept defend any suits/decision of any courts/constituted authority in any manner he thinks fit in case of any dispute arises connected with the said allocated apartments.

9. To generally do all or any other acts, deeds and things which are not specifically stated herein and which may be necessary and incidental in course of construction/development/completion of the said building blocks and market/sale of the said allocated apartments.

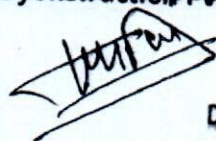
10. THAT it is explicitly made clear that the powers hereby given shall be exercised by the Special Attorney in a due and lawful manner without in any way creating or causing any criminal, financial or any other liability or obligations whatsoever upon the Land Owners/General Attorney or its directors, associates etc., by virtue of the powers conferred on the Special Attorney and any such act if at all committed by the Special Attorney shall be considered to have been done by the Special Attorney in his own capacity and beyond any authority under this SPA.

11. The General Attorney do hereby agrees that all the works if done lawfully, by the said Special Attorney shall be binding on the General Attorney in all respects.

For NIHO CONSTRUCTION LTD.



Authorised Signatory



Director





For more information, contact on 041 111

Author: [illegible]

Director


Author: [illegible]



IN WITNESS WHEREOF, both the parties have put their respective signature and thumb impression on this General Power of Attorney on this 6<sup>th</sup> day of June, 2014 in the presence of the following witnesses:-

For NIHO CONSTRUCTION LTD.

WITNESSES:-

1. 

For GENERAL ATTORNEY  
For Oxirich Construction Pvt. Ltd.



Director

SPECIAL ATTORNEY

2. 

GOVIND RAM  
S/O. RAMJI CHA  
a 19-A, Pocket D/I,  
MAYUR VIHAR PH-II  
Delhi-76





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For Oxitech Construction Pvt. Ltd.

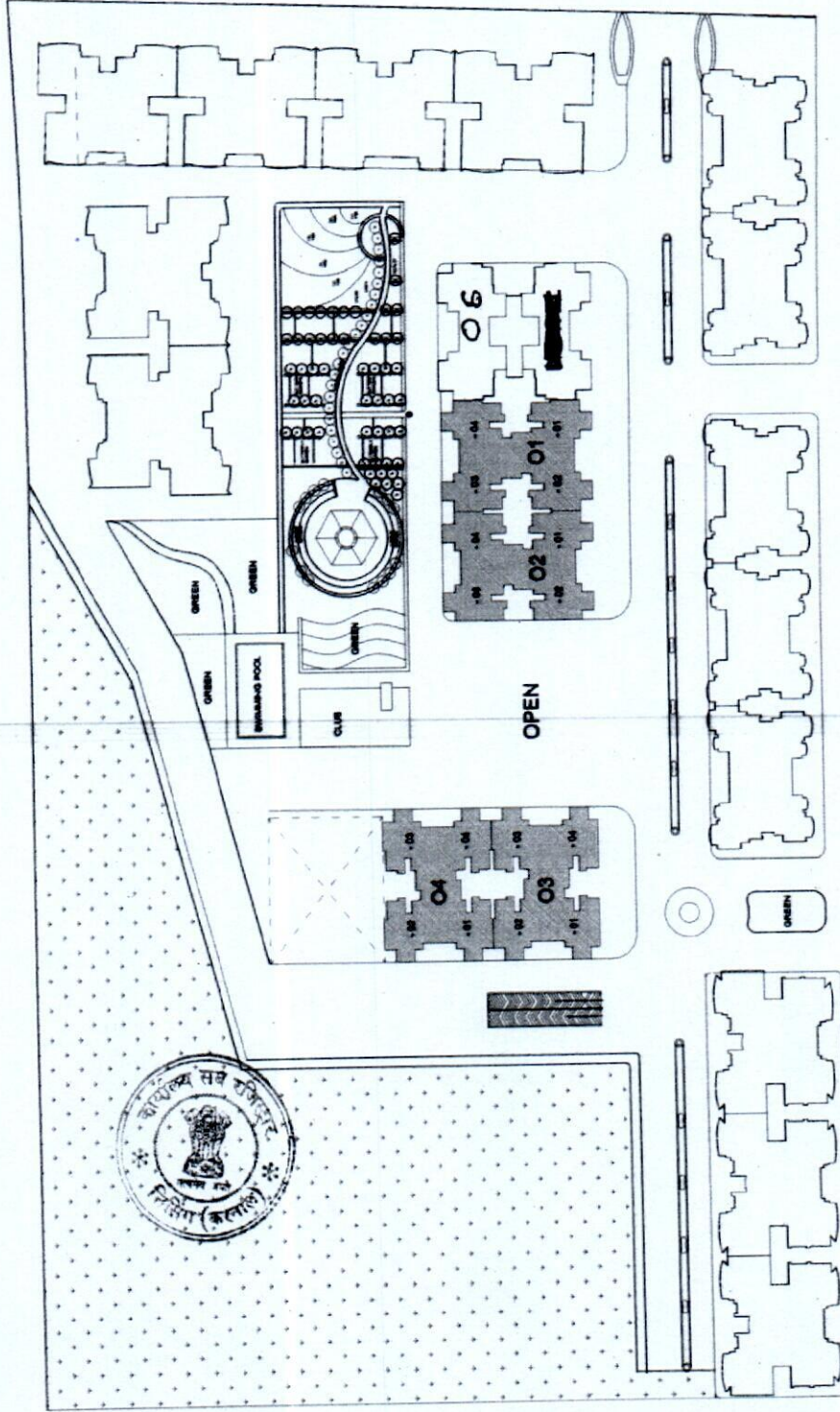
Director

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# Annexure - A

SAID BUILDING BLOCKS



For Oxirich Construction Pvt. Ltd.

Director

For NIHO CONSTRUCTION LTD.

Authorised Signatory

**SCOTTISH GARDEN**  
**MOHIDDINPUR KANAWANI, (INDIRAPURAM) GAUTAM BUDDH NAGAR**  
**MASTER PLAN**



FOR OFFICIAL USE ONLY

Director

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY





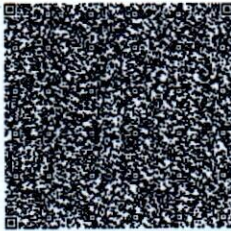
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No. : IN-DL36064970192516P  
 Certificate Issued Date : 07-Jan-2017 02:54 PM  
 Account Reference : IMPACC (IV)/ dl742803/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL74280372583026831523P  
 Purchased by : MS OXIRICH CONSTRUCTION PVT LTD  
 Description of Document : Article 48 Power of attorney - SPA  
 Property Description : MOHIDDINPUR, KANAWANI, INDIRAPURAM, DISTT.GZB U.P  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : MS NIHO CONSTRUCTION LTD  
 Second Party : MS OXIRICH CONSTRUCTION PVT LTD  
 Stamp Duty Paid By : MS OXIRICH CONSTRUCTION PVT LTD  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



LOCKED

876  
4

And No-3967-7767-1634

Please write or type below this line

23157666



For NIHO

Authorized Signatory

(PRATEEK KUMAR CHAUHAN)

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the data appearing on the Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



For Oxirich Construction Pvt. Ltd.

(VIKAS DUGG)

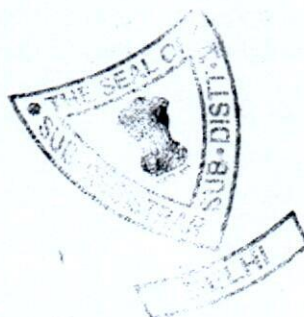
DELHI



For NIHO CONSTRUCTION LTD.

*[Signature]*

Authorized Signatory



For Garich Construction Pvt. Ltd

*[Signature]*

Director



*[Signature]*



*[Signature]*

*[Signature]*





## SPECIAL POWER OF ATTORNEY

Know all men by these presents that M/s. Niho Construction Ltd. having its registered office at X-22, 1<sup>st</sup> Floor, Hauz Khas, New Delhi through its authorized signatory Mr. Prateek Kumar Chauhan S/o Mohan Bhai Chauhan, at present residing at Village Madanpur Khadar, New Delhi, (hereinafter called the General Attorney) is empowered by M/s S.V. Liquor (India) Ltd. a company duly incorporated under the provisions of Companies Act, 1956, having its registered office at J-14, Vikas Puri, New Delhi, through its Authorized Signatory Mr. Sunil Kumar Jindal s/o Shri Vijay Kumar Jindal, R/o II-C/95, Nehru Nagar, Ghaziabad vide Resolution dated 12.04.2014 (hereinafter called the land owners) to do all deeds and acts as incorporated in General Power of Attorney (herein after called GPA) dated 13-05-2014 executed by the land owners in favour of the General Attorney and registered on the same day as document No. 4 on Page No. 33 of Book No. 2 with the office of Sub-Registrar Nissing Tehsil, Karnal in respect of lands measuring 48667 sq. mtrs comprised in Khasra no. 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 556, 557, 558 and 559 within revenue limits of Mohiddinpur, Kanawani, Gautam Buddh Nagar (herein after called the said lands). As per clause 9 of the said GPA the General Attorney is empowered to further delegate powers to its nominees to do the acts deeds etc. as authorized in the said GPA. This Special Power of Attorney (herein after called the SPA) is executed by the General Attorney in favour of M/s Oxirich Construction Pvt. Ltd. having its registered office at 915, Arunachal Building, 19, Barakhamba Road, Connaught Place, New Delhi - 110001 through their authorized signatory Sh. Vikas Dua s/o Shri Mahesh Chandra Dua (referred to as Special Attorney herein after) duly authorized vide board resolution dated 26<sup>th</sup> September 2016 to do following deeds and acts, which the General Attorney is authorized to do in terms of the said GPA. The Special Attorney shall have the powers to do following acts in respect of building blocks developed or to be developed by the Special Attorney and apartments falling to its share in terms of Agreement for construction dated 08-09-2011 followed by supplementary / addendum agreements to the said agreement for construction and further followed by another Supplementary Agreement dated 7<sup>th</sup> January, 2017 (herein after referred to as the said building blocks and said allocated apartments) forming part of the project namely "Scottish Gardens" and being developed on part of the said lands which are subject matter of the GPA, subject however to fulfillment of terms and conditions of the aforesaid agreements between the General Attorney and the Special Attorney.

It is specifically provided that this SPA shall not pass on any authority to the SPA holder, that runs counter or repugnant to any clause of aforesaid supplementary agreement.

### NOW THIS SPA IS WITNESSTH AS UNDER:

1. To prepare, sign, submit and obtain Building Plans and Revised Building Plans, to get the same approved and Sanctioned, completion and other certificate, to get sewerage disposal connection, electricity and water connections meters installed, to pay required fees, charges

For NIHO CONSTRUCTION LTD.

  
Autho

  
Director



<u>Deed Related Detail</u>			
Deed Name	POWER OF ATTORNEY		SPA
<u>Land Detail</u>			
Tehsil/Sub Tehsil	Sub Registrar V		Buildi
Village/City	Other Than South District		
Place (Segment)	Other Than South District		
Property Type	Residential Signatory		
Property Address	House No. MOHIDDINPUR KAN		INDIRA KRAM
Area of Property	Sq. Meter	0.00	0.00
<u>Money Related Detail</u>			
Consideration Amount	0.00 Rupees		Stamp Duty Paid 100.00 Rupees
Value of Registration Fee	1,000.00 Rupees		Pasting Fee 100.00 Ruppess

This document of POWER OF ATTORNEY

Presented by: Sh/Smt.

Ms NIHO CONSTRUCTION LTD THR.

in the office of the Sub Registrar, Delhi this 09/01/2017 2:33:13PM Monday between the hours of

R/o

VILL MADANPUR KHADAR ND

Signature of Presenter

For Oxirich Construction Pvt. Ltd.

Execution admitted by the said: Shri / Ms.

Ms NIHO CONSTRUCTION LTD THR. AUTH. PRADYUMN KUMAR CHAUHAN

Director

and Shri / Ms.

Ms OXIRICH CONSTRUCTION PVT LTD THR. VIKAS DUA

Who is/are Smt/Km. SHYAM LAL S/o W/o D/o NA R/o

and Shri/Smt./Km VIKRANT KAMBOJ S/o W/o D/o NA R/o

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

Contents of the document explained to the parties who understand the conditions and admit their presence.  
Certified that the left (or Right, as the case may be) hand thumb impression of the executant has

Date 09/01/2017 15:47:12

Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

Revenue Department NCT of Delhi

DORIS

NIC-DSU



security deposit etc., and for the purpose to sign and submit any applications, affidavits, undertakings etc., Completion/Occupancy Certificates and other permissions required in connection with construction, completion and occupation of the said Building block/s ; to apply for and obtain necessary clearances, permissions, consents required in course of development of the said building blocks; to submit applications, Affidavits, Statements, Returns to the Government of U.P. and / or the Authorities under any state or central statute to obtain necessary Clearances, Exemptions, Sanctions and Permissions required under any of the Acts required in course of construction of the said building blocks; and generally to do all acts and deeds to get all the approvals required in course of construction and completion of the said building blocks at their own risk, cost , consequences and expenses.

2. To represent the General Attorney before all such authorities like Ghaziabad Development Authority / Gautam Budh Nagar Town Municipal Council/s and all other concerned Authorities including GDA/NOIDA Development Authority, National Airport Authority of India as well as International Airport Authority of India, Department of Telecommunication, Traffic Department, Lift Inspectorate, Ghaziabad / Gautam Budh Nagar Electric Supply Company, and office of Water Supply and Sewerage Board, Urban Arts Commission, Fire Force Department, before the Government of Uttar Pradesh, Development Authority, Central Government or any statutory authority, state or central government to make representations, file affidavits, applications, documents, necessary for the purposes of obtaining permission, clearances, exemptions, sanctions required under any statute in course of the construction and development of the said building blocks as also Licenses, Consents / Permissions / No Objection Certificates / Occupancy Certificate / Amendments / Modifications required in course of development / construction / completion of the said building blocks as per the Sanctioned Plans or Revised sanctioned plans in respect of the building blocks.
3. To apply, file affidavits, undertakings & to obtain approvals from GDA for the purpose of compounding of building construction of Tower O-1, O-2, O-3 & O-4 by transferring the sanctioned FAR of Tower O-6.
4. To apply, file affidavits, undertakings & to obtain approvals from GDA/competent authorities for the purpose of purchase of FAR for consumption in Tower O-1, O-2 & O-6 by getting the building plans revised from GDA & subsequent compounding, if necessary, of building structures of Tower O-1, O-2 & O-6, once the proposed civil structure of the said towers is fully constructed.
5. To pay all rates / taxes / cess(s) in regard to the said building blocks as also the charges for electricity / water consumed and pay all deposits / charges / fees / contributions and other levies required in course of development / construction / completion of the said building blocks or any structures as per the sanctioned plans in respect of the

For ~~the building blocks.~~  
said building blocks.

Authorized Signatory

For Oxirich Construction Pvt. Ltd.

Page 3 of 6  
Director







6. To develop the said building blocks and for the purposes construct, re-construct, renovate, addition, alternation in respect of the said building blocks and for the purpose do every type of work as per law permissible at its own costs, consequences and risks without any liability on part of the general Attorney / land owners.
7. To market, sell the said allocated apartments and for this purpose to enter into agreements for sale/transfer or enter into any kind of agreements on such terms as the Special Attorney deems fit and to get the Agreement/s executed, as well to cancel the said execution; to receive the consideration for sale/transfer, as also advances, earnest money deposits, part payments and balance payments in its own name in regard to the sale / conveyance / transfer and issue receipts and acknowledgements thereof; to apply for and obtain clearance required for the registration of the said allocated apartments in favor of the Purchasers or their nominee/s and to pay such dues as may be necessary for the purposes of obtaining such clearance certificate/s from the concerned Authority; to rectify any document executed by the Special Attorney under this SPA subject however the same shall be done at its own costs , consequences and risk without any liability on part of the General Attorney under any circumstances.
8. That the Special Attorney shall be authorized to hand over physical possession of the allocated apartments to the flatbuyers of flats allocated to the share of the Special Attorney in Towers O-1, O-2, O-3 & O-4 freely and without any let or hindrance from the side of the executant. It is clarified that the special Attorney shall be authorized to handover physical possession of the allocated apartments in tower O-6 to the flat buyers of the Special Attorney only after the apartments falling to the share of executants (General Attorney) are duly offered for posession to the General Attorney in the similar habitable complete state as being offered to the flat buyers of the share of the Special Attorney to their own allottees in towers O-6. It is further clarified that as and when the occasion of execution and registration of conveyance deed for the said allocated apartments so agreed to be sold to the intending purchasers arises, at the request of the Special Attorney, the same shall be executed and got registered by the General Attorney through their authorized signatory directly in the favor of the intending purchasers of the said allocated apartments or in favor of their nominee(s). When the first party shall get the power to do conveyance deed for the said allocated apartments from M/s SV Liquor ( India ) Ltd then it shall provide the same power to the second party in stipulated time of 1 month for them to do it on their own accord . If the executant is unable to do so in the stipulated time then the same shall be deemed transferred to the special attorney

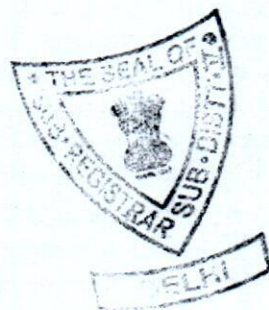
FOR NINO CONSTRUCTION LTD.

Authorized Signatory

For Nino Construction Pvt. Ltd.

Director  
Page 4 of 6





FOR NIKHO COMMUNICATION LTD.



9. The Special Attorney shall also be authorized to execute the necessary tripartite agreements with the concerned banker for the housing loans if any, availed of by the intending purchasers from any bank, financial institutions or financial organizations as per their requirement with respect of all or any of the said allocated apartments to meet the requirement of such bankers or financial institutions, without however, making the General Attorney / Land owners liable or responsible thereof in any manner whatsoever. The authority is restricted in respect of the said allocated apartments and shall not travel beyond it.
10. To initiate, prosecute and defend all legal, revenue, tax and other proceedings relating to any matter pertaining to the said allocated apartments and in that behalf, engage the services of legal and tax practitioners, instruct them and remunerate them; to sign and execute pleadings, applications, petitions, affidavits, declarations, Memoranda of Appeal, Revision and Review to be filed before any Court, Tribunal or Authority or Arbitration/s with regard to the said allocated apartments; to produce documents and obtain return thereof, to give evidence and to instruct Counsel in regard to any proceeding relating to the said allocated apartments; to appoint an arbitrator, advocate, represent the Special Attorney, sign any documents, accept defend any suits / decision of any courts / constituted authority in any manner he thinks fit in case of any dispute arises connected with the said allocated apartments.
11. It is clearly understood by & between the parties that in case by any agreement of subsequent date which might be executed by the parties in writing, if the sharing in allocation of areas of the share of the Attorney gets decreased or increased in the increased scope of the deal between the parties, then this SPA shall become applicable to such allocation of the Attorney mutatis mutandis empowering the Attorney to exercise all or any of the powers conferred on them under this SPA with reference to such allocation as well.
12. The parties hereby also place it on record & confirm that because this SPA has been executed by the executants in favor of the Attorney in support of the valuable consideration received or agreed to be received by the Executants in terms of the agreements between the parties, therefore if at all at any point of time occasion for revocation of this SPA arises, it shall be revoked only with mutual consent of the parties.
13. To generally do all or any other acts, deeds and things which are not specifically stated herein and which may be necessary and incidental in course of approvals/construction / development / completion of the said building blocks and market / sale of the said allocated apartments.

For **NEHO CONSTRUCTION LTD.**



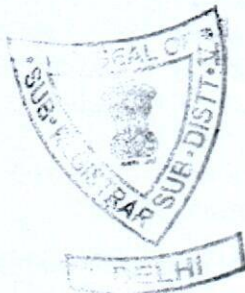
Authorized Signatory



*[Signature]*

Director







14. That it is explicitly made clear that the powers hereby given shall be exercised by the Special Attorney in a due and lawful manner without in any way creating or causing any criminal, financial or any other liability or obligations whatsoever upon the Land Owners / General Attorney or its directors, associates etc., by virtue of the powers conferred on the Special Attorney and any such act if at all committed by the Special Attorney shall be considered to have been done by the Special Attorney in his own capacity and beyond any authority under this SPA.

15. The General Attorney do hereby agrees that all the works if done lawfully by the said Special Attorney shall be binding on the General Attorney in all respects.

16. It is clarified in this SPA the expression "allocated apartments" appear the same shall be deemed and construed to mean "the apartments allocated for the "Second Party/Special Attorney" and not for the apartments allocated for the "First Party/General Attorney/Executant".

IN WITNESS WHEREOF, both the parties have put their respective signature and thumb impression on this Special Power of Attorney on this 7<sup>th</sup> day of January, 2017 in the presence of the following witnesses :-

WITNESSES:-

ID No- 2YH4847778

1. Sanjay Grambhir

S/o- Sh. Surendra pal Grambhir

R/o- H No- B-1001, Anuriksh. Nature.  
(A-110) Police Station. Sec-24, Noida.

2. Tera Didi Noida

LC No- 2268105

Urkrant Kumbhar

S/o- Sh. Brij Lal.

R/o- 29, Sukhash Nagar.  
Distt- Yamuna Nagar,

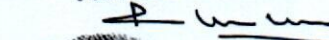
DL-0520090053232

Shyam Lal

S/o- Chhote Lal

R/o- 1585, Gal No-1,  
Vyay Path Mayapuri

For NIHO CONSTRUCTION LTD.

  
Authorized Signatory

EXECUTANTS

For Oxidich Construction Pvt. Ltd.



ACCEPTED

GENERAL ATTORNEY



Reg. No. 86 Reg. Year 2017-2018 Book No. 4



Ist Party



IInd Party



Witness

Ist Party

Ms NIHO CONSTRUCTION LTD THR. AUTH. PRATEEK KUMAR CHAUHAN

IInd Party

Ms OXIRICH CONSTRUCTION PVT LTD THR. VIKAS DUA

Witness

SHYAM LAL, VIKRANT KAMBOL

**Certificate (Section 60)**

Registration No.86 in Book No.4 Vol No 4,231  
on page 105 to 111 on this date 20/01/2017 4:34:42PM  
and left thumb impressions has/have been taken in my presence.

day Friday

Date 20/01/2017 16:26:06



1791244186



**Sub Registrar**  
**Sub Registrar V**  
**New Delhi/Delhi**





सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

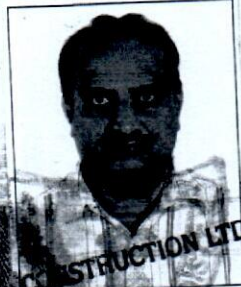
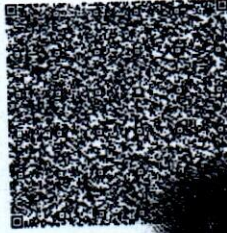
## e-Stamp

Certificate No. : IN-DL35870484600993P  
 Certificate Issued Date : 06-Jan-2017 05:41 PM  
 Account Reference : IMPACC (IV) d1960303/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL35870484600993P  
 Purchased by : OXIRICH CONSTRUCTION PVT LTD  
 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : NIHO CONSTRUCTION LTD  
 Second Party : OXIRICH CONSTRUCTION PVT LTD  
 Stamp Duty Paid By : OXIRICH CONSTRUCTION PVT LTD  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

LOCKED 87/4

Ad No-396777671634

23157666



Please write or type below this line  
 Authorized Signatory  
 (PRATEEK KUMAR CHAUHAN)  
**SUPPLEMENTARY AGREEMENT**

(Nikan Dm)  
 Director

THIS SUPPLEMENTARY AGREEMENT IS MADE AND EXECUTED AT  
 NEW DELHI ON THIS 7TH DAY OF JANUARY 2017

BETWEEN

Page 1 of 24

### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.srilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



For Nitro Construction Ltd.

P. M. M.

Authorized Signatory



For Oxirich Construction Pvt. Ltd.

Pratik



Shyam

Pratik



Pratik





M/s Niho Constructions Ltd. having their registered office at X-22, First Floor, Hauz Khas, New Delhi -110026 acting through and by the hands of its authorized signatory Mr Prateek Kumar Chauhan, at present residing at Village Madanpur Khadar, New Delhi, duly authorized by the Board of Directors vide Resolution dated 19-01-2016, herein after referred to as the First Party, which expression shall where the context so admits include the First Party, their Board of Directors, successors, administrators and assigns etc.

AND

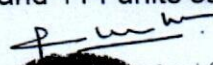
M/s Oxirich Constructions Pvt. Ltd. having their registered office at 915, 9<sup>th</sup> Floor, Arunachal Building, Barakhamba Road, Connaught Place, New Delhi – 110001 acting through and by the hands of Shri Vikas Dua, one of their Directors duly authorized by the Board of Directors vide Resolution dated 26<sup>th</sup> September, 2016, herein after referred to as the Second Party, which expression shall where the context so admits include the Second Party, their Board of Directors, successors, administrators and assigns etc.

**Whereas** the First Party is in lawful possession useful and enjoyment of land comprising in khasra no. 527/4, 528, 549, 550, 551, 552, 553, 554, 556, 557, 558 & 559 admeasuring about 43028 sq. Mts. situated in revenue estate of village Mohiddinpur Kanawani, Indirapuram, District Ghaziabad (Uttar Pradesh), (herein after referred to as the said lands) on the basis of arrangement made with the land owners and is duly authorized to use the said land by itself or to transfer its rights in the whole or any part of the said land in favour of any other person it so likes.

**And whereas** the parties had earlier entered into a Agreement for Construction dated 8<sup>th</sup> September, 2011, read with Supplementary Agreement dated 15/9/2011 & Addendum dated 1/4/2013 for development of 4 buildings numbered O-1, O-2, O-3 & O-4 and land beneath the same comprised in Khasra No. 550 (part), 551(part), 552 (part), 554 (part) and admeasuring about 4355 sq.mts. forming part of the said lands on those terms and conditions as incorporated therein.

**And whereas** in terms of Agreement of Construction dated 8<sup>th</sup> September, 2011, revised plans were submitted assuming that 240 D.U.s and 25455 sq mtrs of Floor Space Index (FSI) area will be achieved but due to technical reasons plans were approved for less area & hence resulting in feasibility of construction of only 176 D.U.s consuming 19452 sq mtrs of FSI. Considering the reduction in the units and FAR sanctioned both the parties renegotiated the allocation ratio and accordingly Addendum dated 1st April 2013 was executed between the parties revising the allocation as agreed in the agreement dated 8<sup>th</sup> September 2011. According to the Addendum dated 1st April, 2013 out of 176 units hence to be constructed, 62 and 114 units stand allocated in favour of the First and Second Party respectively.

For NIHO CONSTRUCTION LTD.

  
Authorized Signatory

For Oxirich Construction Pvt. Ltd.

  
D.



**Deed Related Detail**

Deed Name	GENERAL AGREEMENT	GENERAL AGREEMENT
<b>Land Detail</b>		
Tehsil/Sub Tehsil	Sub Registrar V	
Village/City	Other Than South District	Building Type
Place (Segment)	Other Than South District	
Property Type	Residential	
Property Address	House No.: VILL MOHIDDINPUR KANAWANI INDIRAPURAM UP, Road No.: Other	
Area of Property	0.00	0.00
<b>Money Related Detail</b>		
Consideration Amount	0.00	Paid 100.00 Rupees
Value of Registration	Rupees	Paid Rupees

This document of GENERAL AGREEMENT

GENERAL AGREEMENT

Presented by: Sh/Smt.

R/o

Ms NIHO CONSTRUCTION LTD THR.

NA

VILL MADANPUR KHADAR ND

in the office of the Sub Registrar, Delhi this 09/01/2017 2:21:47PM Monday between the hours of

Signature of Presenter

Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

Execution admitted by the said: Shri / Ms.

Ms NIHO CONSTRUCTION LTD THR. AUTH. PRATEEK KUMAR

and Shri / Ms.

Ms. NIHO CONSTRUCTION PVT LTD THR. VIKAS DUA

Who is/are identified by Shri/Smt/Km VIKRANT KAMBAJ S/o W/o D/o NA R/o

and Shri/Smt./Km SHYAM LAL S/o W/o D/o NA R/o

(Marginal Witness). Witness No. 11 is known to me.

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

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

Date 09/01/2017 15:46:09

Registrar/Sub Registrar  
Sub Registrar V  
Delhi/New Delhi

Revenue Department NCT of Delhi

DORIS

NIC-DSU



**And whereas** in accordance to Agreement for Construction dated 8<sup>th</sup> September 2011, the very basis/essence of the understanding/arrangement between both the parties has always been & still continues to be allocation based sharing of the (constructed or to be constructed) area at the rate of 44% to First Party. (in lieu of its contribution of land, land rights & costs pertaining to purchase of FSI, sanction of plans, payable to GDA or any other government department) & 56% to Second Party (in lieu of construction/development cost of the towers to be constructed on the land contributed by First Party.)

**And whereas** the parties desire to enlarge scope of the development as envisaged in those agreements.

**And whereas** the parties have also desired to arrive at certain other understanding on account of issues confronted by the project and the parties for an amicable solution to these issues in the interest of the parties to this agreement.

**And whereas** both the parties have agreed that scope of the development of building block Nos.O-1, O-2, O-3 & O-4 as envisaged in the agreement dated 8<sup>th</sup> September, 2011 between the parties shall be enlarged to building block Nos.O-1, O-2, O-3, O-4, O-5 & O-6. and additional construction ( to be got sanctioned by the Second Party at their own risk and cost ) of one floor (i.e. 12<sup>th</sup> floor)on building block No.O-2 and two floors (12<sup>th</sup> and 13<sup>th</sup> floors)on building block No.O-1.

**And whereas** the agreement reached between the parties is arrived at based on the minimum of 32659 sq.mts. FAR to be achieved by the Second Party by revising the plans in respect of building Nos.O-1, O-2, O-3, O-4, O-5 & O-6.

**And whereas** it is agreed that the First Party shall allow transfer of sanctioned FAR in respect of building blocks Nos.O-5 & O-6 to building blocks Nos.O1, O-2, O-3 & O-4 to the extent of 5457 sq.mts in order to regularize the said building blocks. This will discharge the First Party from its obligation for payment of compounding charges as envisaged in the agreements of collaboration between the parties.

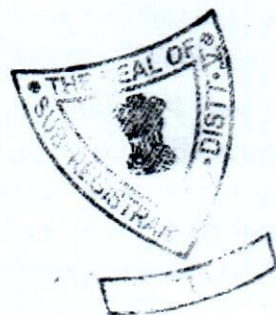
**And whereas**, the share of First Party out of the total deal size of 32659 sq mtrs. works out to product resulting from utilisation of 14370 sq mtrs. (44% of Total Deal), out of which 6854 sq.mts. FAR has already been allocated to First Party in the scope of previous deal. Hence the balance entitlement of First Party stands at product resulting from utilisation of 7516 sq.mts. FAR

**And whereas**, the share of Second Party out of the total deal size of 32659 sq mtrs, works out to product resulting from utilisation of 18289 sq mtrs (56% of Total Deal), out of which 12598 sq.mts. FAR has already been allocated to Second Party in the scope of previous deal. Hence the balance entitlement of Second Party stands at product resulting from utilisation of 5691 sq.mts. FAR.

**And whereas** it is agreed that the liability of the First Party to various parties including the Second Party as mentioned in this agreement shall be adjusted/taken over by the Second Party.

Authorized Signatory








And whereas it is agreed that the Second Party shall be given/allotted/transferred an additional 4799 sq.mtrs of FAR from the share of balance 7516 sq.mtrs. FAR of First Party from the enlarged scope of deal on account of Second Party taking over the identified liabilities of the First Party on its own shoulders.

And whereas though the obligations on part of Second Party with reference to above mentioned agreements are nearing completion and refundable consideration of Rs.5.59 crores paid by the Second Party to the First Party becoming due for repayment to the Second Party the same shall not be repaid immediately in consideration of the enlargement of scope of the present agreement. However, the Second Party shall have lien mark on the product resulting from utilization of area of 700 sqmtr of FAR from out of the allocation of First Party in favour of the Second Party to facilitate recovery of the same by the Second Party in due course of time, which shall be refundable as mentioned in the operative part of this agreement. The First Party shall execute such deeds and documents in favour of the Second Party as may be required for the purpose.

And whereas w.e.f this Agreement, the Second Party agrees to get the Building Plans revised by exercising the rights provided in the GDA's policy for purchase of additional FSI. for which the other parameters like structural stability, ground coverage, mandatory green cover, density norms, car parking provision amongst others are already duly meted out and are self-sufficient for the said project for utilization of additional FSI at their own risk and cost, which was earlier the sole responsibility of the First Party besides their other liabilities as detailed in the operative part of this agreement in Para no. 3(A),herein after mentioned but now the same stand transferred to Second Party and hence now the Second Party shall have sole responsibility & such liabilities of the First Party have been duly accounted for while computing the FSI transfer figure of 4799sqmtrsof FSI from the share of First Party to the Second Party in lieu of liabilities of the First Party as mentioned in the operative part of this agreement in Para no. 3(A) and hence product of utilization of an area admeasuring 4799 sq. mtrs of FSI from the share of First Party hereby has been transferred to the share of Second Party as per this agreement with mutual consent of the parties.

And whereas both the parties with mutual consent as per this agreement want to commercially utilize the Floor Space Index (FSI) to achieve optimum potential of the said project land. For the purpose of optimum utilization both the parties have identified its scope for utilization of FAR/FSI likely to be available to the parties to the minimum extent of 13207sqmtr in the New Deal(enlarged scope of the deal) on the basis of proposed revised building plans to be appropriated as follows:

- 1) 1327 sq. mtrs (Approx)of F.A.R by constructing 8 flats on 2 floors (12<sup>th</sup>& 13<sup>th</sup> Floor) on Tower O - 1 and 4 Flats on one floor ( 12<sup>th</sup> floor) on Tower O - 2, Under construction.
- 2) 3423 sq. mtrs (Approx) of F.A.R in proposed tower O-5.
- 3) 8457 sq. mtrs (Approx) of FAR in proposed tower O-6

  
Authorized Signatory







The proposed FSI consumption in the respective towers as indicated above are tentative and can vary, but both the parties agree to have no objection to it as long as the total FSI consumption in the scope of New Deal is minimum to the tune of 13207sqmtrs. The total proposed F.A.R. works out to 13207 sq. mtrs. only which can be got sanctioned by paying the FAR purchase fees & compounding fees (if applicable, once the proposed towers are fully constructed) to the GDA & other miscellaneous, liasoning, service charges incidental hereto. The Second Party agrees to pay all cost pertaining to said FAR Purchase/compounding payable to GDA and the Second Party has also taken over the liabilities of the First Party as mentioned in lieu of the transfer of 5499sqmtrs of FAR for discharge of liabilities of the First Party as mentioned in the operative part of this agreement in Para no. 3(A) according to this deal.


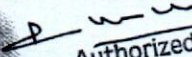
**And whereas** with effect from this agreement being signed it is agreed between both the parties that even if the Second Party is unable to get the total or part of the above proposed FAR of 13207 sq. Mtrs., the liability transferred as mentioned below in the operative part of this agreement in Para no. 3(A) to the shoulder of the Second Party shall remain as it is and the Second Party indemnifies the First Party for the same.

**And whereas** it is also agreed that in terms of this agreement First Party shall be entitled to retain net allocation of an area equivalent to utilization of 2717 sq. mtrs of FSI after due transfer from its balance allocation of 7516 sq.mts. FAR as described below in the operative part of this agreement in Para no. 3(C). It is also agreed between the parties that the areas allocated or to be allocated to the First Party from the increased scope of the deal of 13207 sq.mtrs shall be completed and given as per the timeline as mentioned below in the operative part of this agreement in Para no. 3(C).

**And whereas** it is also agreed between the parties that the boundary wall of the project described in the agreement must be completed by the Second Party within 6 months of signing of this agreement at the cost of First Party for which Second Party will raise the bill to First Party on actual cost basis only for the part as mentioned in the Annexure 2 attached with this agreement showing the complete boundary wall for the said project described in the agreement.

**And whereas** the First Party shall be allocated area equal lent to 884 sq.mtrs FAR area on 12<sup>th</sup> and 13<sup>th</sup> floor in the building block Tower O1 (8 flats) and 1833 sq. mtrs. FAR, area in building block No.O-6 as described in the operative part of this agreement in Para No. 3(C) and possession of the said 8 flats in O-1 tower shall be given by 31<sup>st</sup> December 2017 & built up area consuming FSI area equivalent to 1833sqmtr in O-6 shall be given to the First Party within 42 months from the date of the execution of this agreement.

**And whereas** it is clearly understood and accepted by both parties that with effect of signing of this agreement that the First Party in lieu of transfer of 4799sqmtrs of FAR for liabilities as mentioned in the operative part of this agreement in Para no. 3(A), the First Party will be released of all the liabilities under the earlier agreements.

   
Authorized Signatory







And whereas it is agreed that the area so determined to be allocated to the First Party and to the Second Party apart from the area allocation in favour of the Second Party for discharge of liabilities qua RWA/AOA as mentioned in annexure 1 point number 1(a) and 1(b) shall stand automatically transferred to the Second Party on signing of this agreement and the said liabilities of the First Party shall be liquidated by the Second Party.

And whereas it is agreed by and between the parties that all club membership charges shall be collected by Second Party and the same will be retained by Second Party for its own recovery of cost & benefit upto the collection mark of Rs 1.57 crores. Only once the collection of club membership surpasses Rs. 1.57 crores mark, then the excess amount of collection of club membership charges will be transferred by Second Party to the account of First Party on weekly collection basis. Second Party is hereby entitled to collect club membership charges from the flat owners of Jasmine, Saffron & Hibird blocks (who are in arrears in respect of such charges) developed by First Party & also from the flat buyers of O-1, O-2, O-3, O-4, O-5 & O-6. First Party agrees not to collect/charge club membership charges directly from the flat owners of Jasmine, Saffron, Hibird, O-1, O-2, O-3, O-4, O-5 & O-6 blocks w.e.f the execution of this agreement except from their (First Party) customers from their share of apartments in O-1, O-4 & O-6 only.

And whereas it is mutually agreed between the parties that the calculations for computation of value of Rs. 1.57 crores value has been made by the parties on the basis of all collections for club membership to be made by the Second Party, by taking into consideration the entitlement of the First Party towards club membership charges has been worked out at the rate of Rs. 30,000/- per flat against the flats in the allocation of the Second Party and that the entitlement of the First Party for club membership charges with reference to Jasmine, Saffron and Hibird blocks has been taken into consideration at the rate of Rs. 20,000/- per flat out of the collections due and in arrears. It is further clarified that after the target of reimbursement to the Second Party with regard to collection of club membership charges is achieved by the Second Party to the extent of Rs. 1.57 crores then out of the surplus collections the Second Party shall transfer to the account of the First Party an amount equal to Rs. 30,000/- per flat with regard to the flats falling to the share of the Second Party in the said project with reference to Tower Blocks O-1, O-2, O-3, O-4, O-5 and O-6 and respective rightful accountable evidence must be provided for all of the above on the request of the First Party with immediate effect. It is clearly understood and agreed upon between the parties that the value of Rs. 1.57 crores to be collected and appropriated by the Second Party in its own account out of the collection of club membership charges, has also been adjusted and taken in to account towards the value of contribution by the Second Party under this agreement for the purpose of discharge of liabilities of the First Party which have been taken over by the Second Party as mentioned above and accordingly by taking into consideration all the relevant factors allocation of 4799 sq. mtrs of FAR in favour of the Second Party against the new deal has been made and that the entitlement of the Second

PNHO CONSTRUCTION LTD.

Authorized Signatory







Party for value of Rs.1.57 crores towards club membership charges to be collected by the Second Party for their own benefit, has been made in favour of the Second Party more particularly also on account of transfer of liabilities of the First Party to the shoulders of the Second Party as mentioned in operative part of the agreement in para no. 3(A).

**And whereas** it is also agreed between the parties that in the first instance the Second Party must handover the possession of two flats(Apartment No. 202 &203 in Tower O-4) of the First Party from the First Party's share of 62 flats within 2 days of the execution of this agreement..

**And whereas** in case of conflict between the contents of agreement dated 8<sup>th</sup> September 2011 and this Supplementary Agreement, the earlier agreement dated 8<sup>th</sup> September 2011 shall be deemed to have been categorically rescinded or modified by this Supplementary Agreement to the extent necessarily covered by this Supplementary Agreement. It is further clarified that it is mutually agreed by and between the parties that the commercial liabilities of both the parties inter se including the liability of the First Party for refund of the refundable security deposit and consequences of default clauses pertaining to both the parties covered by the construction agreement dated 8<sup>th</sup> September 2011 stand specifically merged into this agreement and accordingly substituted by the terms of this supplementary agreement. For the purpose of any general terms and conditions between the parties which are contained in the construction agreement dated 8<sup>th</sup> September 2011, the parties shall be entitled to refer to such other terms and conditions and rely upon the specifications of material to be used in the constructions and other such relevant aspects contained in the said agreement dated 8<sup>th</sup> September 2011, which shall have the binding force on the parties but otherwise the terms and conditions of this agreement shall regulate the relations between the parties with regard to the said project identified as increased scope of the deal between the parties.

**And whereas** it is mutually agreed that in the agreement to be executed between AO/RWA with regard to all the settlements made by the Second Party, the First Party shall also be a tri party in such document by method of signing and all communications with respect to settlements of liabilities as mentioned in this agreement to be subsequently exchanged between the Second Party and the AO/RWA shall also be shared by the Second Party with the First Party.

**ACCORDINGLY NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

**1. OBLIGATIONS OF BOTH THE PARTIES RELATING TO PREVIOUS AGREEMENTS STAND FULFILLED, SETTLED AND SATISFIED**

**AS PER PARTICULARS CATEGORICALLY RECORDED**

**HEREUNDER:-**

For NIHO CONSTRUCTION LTD.  
Authorized Signatory

For Oxirich Construction Pvt. Ltd.


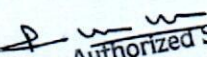
Director









- A. The obligations on part of Second Party with reference to above mentioned agreements are nearing completion and refundable consideration of Rs.5.59 crores paid by the Second Party to the First Party becoming due for repayment to the Second Party the same shall not be repaid immediately in consideration of the enlargement of scope of the present agreement. The said amount shall be refunded by the First Party to the Second Party on or before the possession of product resulting from utilization of FAR falling to the share of the First Party is handed over, failing which product of an area admeasuring 700 sq mtr of FAR from the share of First Party shall be transferred to the Second Party & for the time being the Second Party shall have lien on the said area of 700 sq mtrs of FAR. The First Party shall execute such deeds and documents in favour of the Second Party as may be required for the purpose.
- B. Subject to what is specifically agreed upon between the parties and recorded in the recitals herein above including the effect on the construction agreement dated 8<sup>th</sup> September 2011, Both the parties shall collect basic sale price and all other charges including but not limited to GAC, EDC, IDC, FFC, ECC, Car Parking, PLC, PFC Power back up charges etc from their respective customers for their own use/benefit & retention. Further clarified that both the parties shall not share any of the collection from their respective customers with one another.
- C. The First Party shall give the list of respective customers to AOA and authorisation to AOA to collect the IFMS charges directly from the customers.
- D. The Second Party shall collect the IFMS charges from its customers and retain for their own use and transfer to AOA in due course.
- E. Out of 62 apartments in share of First Party in the previous deal, First Party had sold 8 apartments (801,802,803,804,901, 902, 903 & 904 in tower O-1) to Second Party vide block sale/transfer agreement dated 25<sup>th</sup> July, 2013. The possession of balance 54 in First Party's share will be handed over to First Party by Second Party as follows:

   
Authorized Signatory

   
Director








- 1) 2 apartments (202 & 203; Tower O-4) within 2 days of execution of this agreement.
- 2) 20 apartments in tower O-4 on or before 31<sup>st</sup> March 2017.
- 3) 32 apartments in tower O-1 on or before 30<sup>th</sup> June 2017.


In case of delay in offering possession penalty @ Rs6/sft per month (w.e.f abovementioned due dates) will be payable by Second Party to First Party.

1.1 Therefore and in the manner indicated in clauses 1 ((B) to 1 (E) above, the obligations of both the parties pertaining to the previous agreements stand settled adjusted and fully satisfied.

**2. THAT THE PARAMETERS AND PARTICULARS OF THE TOTAL DEAL ARE AS UNDER:-**

- A. Under the Collaboration agreement dated 8<sup>th</sup> September 2011 the scope of deal was for an area admeasuring 25455 sq. mtrs of FSI which stood reduced to an area of 19452 sq. mtrs of FSI on the basis of Addendum dated 1st April 2013 and by taking into consideration the increased scope of area wef this agreement admeasuring 13207 sq. mtrs of, the scope of total deal works out to 32659 sq. mtrs of FSI utilization.
- B. For utilization of total area of 32659sq. mtrs of FSI, 44% share of the First Party works out to 14370 sq. mtrs of FSI utilization. Under the previous deal the First Party has already got 62 Flats in the said project covering utilization of 6854 sq. mtrs of FSI. By deducting the said area of 62 flats the entitlement of the First Party would remain only to the extent of 7516 sq. mtrs to be utilized for the benefit of the First Party, in the said project to complete their share of 44% in the total deal.
- C. For utilization of total area of 32659 sq. mtrs of FSI 56% share of the Second Party works out to 18289 sq. mtrs of FSI utilization. Under the previous agreements the Second Party has already got 114 Flats in the said project covering utilization of 12598 sq. mtrs of FSI. By deducting the said area of 114 flats the entitlement of the Second Party would remain only to the extent of 5691 sq. mtrs to be utilized for the benefit of the Second Party, in the said project to complete their share of 56% in the total deal.

For NHO CONSTRUCTION PVT. LTD.  
  
 Authorized Signatory

For NHO CONSTRUCTION PVT. LTD.  
  
 Director





WITNESSED AND SIGNED



D. Out of the total deal utilization of an area admeasuring 19452 sq. mtrs of FSI has already been consumed. Therefore left over area admeasuring minimum 13207 sq. mtrs is under consideration for utilization wef this agreement.

E. Out of 44% of area falling to the share of the First Party in the total deal, the First Party has transferred an area admeasuring 4799sqmtrs of FAR against liabilities of the First Party transferred to the shoulders to the Second Party as mentioned in Para no. 3(A) in favour of the Second Party and by reason thereof the entitlement of the Parties for the purpose of increased scope of project would work out as under :-

(i) Entitlement of the First Party in the new deal would remain for the product resulting from utilization of an area admeasuring 2717 sq. mtrs of FSI as follows :

a. Entitlement of the First Party in the new deal being for utilization of the product of 7516 sq. mtrs of FSI.

b. Out of their said entitlement in the new deal the First Party has transferred an area admeasuring 4799 sq. mtrs of FSI to the Second Party under this agreement against discharge of their liabilities in terms of para 3(A) herein after.

(ii) Entitlement of the Second Party in the new deal would be for the product resulting from utilization of an area admeasuring 10490sq. mtrs of FSI as follows :-

a. Entitlement of the Second Party in the new deal being for utilization of the product of 5691 sq. mtrs of FSI.

b. Plus area admeasuring 4799 sq. mtrs of FSI for utilization by the Second Party as transferred by the First Party to the Second Party under this agreement against discharge of their liabilities in terms of para 3 herein after.

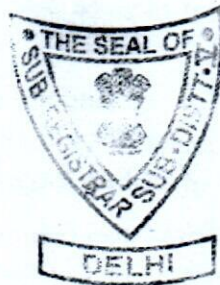


For Oxwich Construction Pvt. Ltd.



Director







**3. PARAMETERS AND PARTICULARS OF NEW DEAL AS PER THIS AGREEMENT ARE AS UNDER:-**

- A.** There are certain pre-existing liabilities of the First Party which have been transferred to the shoulders of the Second Party for all intents and purposes in terms of this Agreement as follows :-
- (a) qua Apartment Owners Association (AOA) to pay for repair & paint of external elevation of Saffron & Hibird Block in Scottish Garden complex.
  - (b) qua Apartment Owners Association (AOA) to pay for Internal circulation area paint of Jasmine, Saffron & Hibird Block.
  - (c) qua Apartment Owners Association (AOA) to pay for Completion of fire fighting works in Saffron & Hibird block & also obtaining the NOC to that effect from fire fighting department.
  - (d) qua Apartment Owners Association (AOA) to pay for construction of club & swimming pool with all the required civil works, fixture, fittings, equipments & finishing works at the designated area in the Scottish Garden complex.
  - (e) qua Apartment Owners Association (AOA) to pay for refund of IFMS collected from the flat owners of Scottish Garden to the AOA.
  - (f) qua Apartment Owners Association (AOA) to pay for Monetary consideration to AOA in lieu of granting the NOC for the purpose of construction as stated in the scope of 'New Deal and future amalgamation of Second Phase land and construction specifically limited to their financial obligation mentioned in Para No. 1(P) of the Tripartite Agreement executed between RWA (as party on first part), Niho Construction Ltd (as party on second part) & Oxirich Constructions Pvt. Ltd. (as party on third part) on 7th January 2017.
  - (g) qua Apartment Owners Association (AOA) to pay for constructing a small office admeasuring around 500 sft for the functioning of AOA.
  - (h) qua Apartment Owners Association (AOA) to pay for outstanding electricity dues for the period when maintenance was managed by the First Party.
  - (i) qua Apartment Owners Association (AOA) to pay for sewerage charges payable to GDA.

(j) Qua the AOA for IFMS and Electricity Connection charges of

For NIHO CONSTRUCTION LTD.  
Scottish Mall.  
Authorized Signatory

Oxirich Construction Pvt. Ltd.





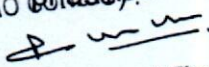


- (k) qua Apartment Owners Association (AOA) to pay for the new lift to be installed in L block of Hibird Sector.
- (l) qua Apartment Owners Association (AOA) to pay for getting 3 lifts of M,N & K blocks of Hibird sector fully functional with certificate.
- (m) Qua the Second Party to get the compounding of constructed Towers O-1, O-2, O-3 & O-4 done by GDA either by paying the FSI compounding fees or by transferring the unutilized sanctioned FAR in respect of building blocks Nos.O-5 & O-6 to building blocks Nos.O1, O-2, O-3 & O-4 to the extent of 5457 s.mts in order to regularize the said building blocks. Such transfer of FAR will discharge the First Party from its obligation for payment of compounding charges as envisaged in the agreements of collaboration between the parties.
- (n) Qua the Second Party for discharge of liabilities and cost payable to GDA towards purchase of FSI and subsequent compounding of 13207 Sq mtrs of FAR/FSI plus incidental expenses and liasoning expenses plus fees payable to GDA for sanction of revised building plans.

The liabilities of the First Party covered by clause A (a) to A (n) above (for which items relating to AOA/RWA have also been particularized in Annexure 1 to this agreement) have been permanently transferred to the shoulders of the Second Party in terms of this agreement. With effect of signing this agreement the product of utilization of an area admeasuring 4799sqmtrs of FAR from the share of First Party stands transferred in favour of Second Party & there upon the Second Party indemnifies the First Party about the product of utilization of an area admeasuring 2717sqmtrs of FAR of the share of the First Party irrespective of the fact that Second Party is able to purchase full or part of the additional FAR to be achieved by the Second Party or not.

**B.** The utilization of an area admeasuring 13207 sq. mtrs of FSI on the basis of revised Building plans has been agreed to be made by the parties as under :-

- a. Approximately 1327 sq. mtrs of F.A.R is to be utilized by constructing 8 flats on Tower O – 1 (12<sup>th</sup> & 13<sup>th</sup> floor) and 4 Flats on Tower O – 2 (12<sup>th</sup> floor). The said towers are already constructed upto 11<sup>th</sup> floor in the scope of 'Previous Deal (First

For WHO CONSTRUCTION LTD.  
  
 Authorized Signatory

For Kailash Construction Pvt. Ltd.  
  
 Director







- b. Approximately 3423 sq. mtrs of F.A.R is to be utilized on proposed tower O-5.
- c. Approximately 8457 sq. mtrs of FAR is to be utilized on proposed tower O-6.

The proposed FSI consumption in the respective towers as indicated above are tentative and can vary, but both the parties agree to have no objection to it as long as the total FSI consumption in the scope of New Deal is minimum to the tune of 13207 sq mtrs.

C. Allocation of FAR in favour of the First Party out of the additional constructions to be made for utilization of 13207 sq. mtrs of FSI has been agreed between the parties as 2717 square meters of FAR and it's respective super built-up area & allocation of the same is as under:-

- a. All the 8 flats(namely 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304 ) covering utilization of 884 sq. mtrs to be constructed on the basis of revised building plan on 12<sup>th</sup> and 13<sup>th</sup> floor on Tower O1 shall be allocated for and possession given to the First Party by 31<sup>st</sup> December 2017. Failing to give the possession till 31<sup>st</sup> December 2017, the Second Party must allocate the same to the First Party out of its share of flats falling in towers O-1, O-2, O-3 & O-4 and accommodate the same out of First to Eleventh floor itself.
- b. Remaining built up super area consumed for utilization of 1833sq. mtrs of FSI shall be allocated for given to the First Party from out of the construction of proposed Tower O-6 on the basis of revised building plans within 42 months of signing of this agreement. Out of 1833 sq. mtrs. area to be allocated in favour of First Party in Tower O-6, the Second Party will maintain the lien on 700 sq. mtrs. of FAR area till the time refundable security amount of Rs 5.59 crores is not refunded by First Party to Second Party. Hence only 1133 sq. mtrs. FAR area in Tower O-6 in the share of First Party is free from Second Party's charge.
- c. Allocation of the said 1133 sq mtrs will be done by Second Party in favour of First Party within 1 week of revised building plans being sanctioned by GDA.
- d. Second Party has further assured the First Party that in the unlikely event of it not being able to get full or part of the FAR Purchase approved/sanctioned by GDA within 12 months of execution of this agreement, then in that case it will indemnify the First Party for the same by allocating the share of First

OXIRICH CONSTRUCTION LTD.

For Oxirich Construction Pvt. Ltd.

Authorized Signatory

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Director






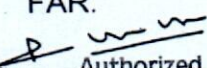




Party area within 13 months of execution of this agreement of 2717sqmtrs in tower O-1, O-2, O-3 & O-4 from the share of the Second Party for increased scope of deal as mentioned above.

D. Second Party has paid non refundable consideration of Rs 1.5 crores to the First Party against the increased scope of the deal vide RTGS No. HDFCR52016102685374753 dated 26 October of Rs 41 Lakh & Demand Draft Nos.004266 for Rs.60,00,000/- (Rupees sixty lacs only) and 004267 Rs.49,00,000/- (Rupees forty nine lacs only) both dated 6-1-2017 and issued by HDFC Bank Ltd., Barakhambha Road Branch, New Delhi Branch. Second Party will also bear all construction & development cost of super built up area for achieving the 'increased scope of deal' & undertake the full responsibility for discharge of transferred liabilities of First Party's liabilities as specifically detailed in Para 3(A) hereinabove on its shoulders. In lieu of all these costs incurred or to be incurred by Second Party, the Second Party has been allocated super built up area consuming 10490sq. mtrs of FAR out of total FAR of 13207 sq meter in the 'increased scope of deal as under:-

- a. All the 4 flats to be constructed on 12<sup>th</sup> Floor on Tower O-2
- b. Entire construction of Towers O-5.
- c. Except for the areas allocated for and to be given to the First Party in Tower O-6 under Para 3 clause C(b) above, the remaining construction in Tower O-6 falls to the share of the Second Party which shall be retained by it.

E. First party is liable to refund to the Second Party an amount to the extent Rs.5.59 crores refundable amount which is payable by the First Party to the Second Party which shall continue to remain with the First Party in consideration of enlargement in the scope of deal as per this agreement. The said amount shall be refunded by the First Party to the Second Party on or before the possession of product resulting from utilization of FAR falling to the share of the First Party is handed over, failing which product of utilization of an area admeasuring 700 sq mtrs of FAR from the share of the First Party shall be transferred to the second party & for the time being the Second Party shall have lien on the said area of 700 sq mtrs of FAR.

   
Authorized Signatory

   
For Oxirich Construction Pvt. Ltd.

Director



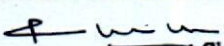




#### 4. OBLIGATIONS OF THE FIRST PARTY :-

- A. To Issue Power of Attorney / Comprehensive Board Resolution in favour of the Second Party for revision of building plans, FAR purchase, Compounding of building plans with GDA, applying for NOCs from various govt departments, for entering into TPT Agreement with various home loan institutions, to mortgage super structure along with it's proportionate share of FSI in the form of inventory/build up area/flats from Second Party's share for raising Project loan from any financial institutions & any other power which might be required for the purpose of execution & implementation of the objectives of this agreement.
- B. The parties undertake to keep each other indemnified against any Third party charge, claim etc and vice a versa save except the liabilities of the First Party as undertaken and detailed in point no 3(A) above.
- C. To issue General Power of Attorney in respect of the units / apartments to be constructed on land comprising khasra no. 527/4 with reference to apartments to be constructed on Tower O-5 for revision, FAR purchase, Compounding of building plans with GDA, applying for NOCs from various govt departments, for entering into BBA, Sale Deed, PTM, TPT Agreement with various home loan institutions, to mortgage super structure along with it's proportionate share of FSI in the form of inventory/built up area/flats Second Party's share for raising Project loan from any financial institutions & any other power which might be required for the purpose of execution & implementation of the objectives of this agreement.
- D. To issue Special Power of Attorney /Comprehensive Board Resolution in favour of the Second Party for 12<sup>th</sup> floor on building block No. O-2 , 12<sup>th</sup> and 13<sup>th</sup> floor on building block No. O-1 and building block O-6 . When the First Party shall get the power to do conveyance deed from M/s SV Liqor ( India ) Ltd and others then it shall provide the same to the Second Party in stipulated time of 1 month for them to do it on their own accord. If the First Party is unable to do so in the stipulated time then the same shall be deemed transferred to the Second Party automatically.

For **NIHO CONSTRUCTION LTD.**

  
Authorized Signatory

For **Rich Construction Pvt. Ltd.**

  
Director






Authorized Signatory



- E. The First Party shall give the list of respective customers to AOA and authorisation to AOA to collect the IFMS charges directly from its customers in O-1, O-4 & O-6.

**5. OBLIGATIONS OF THE SECOND PARTY :-**

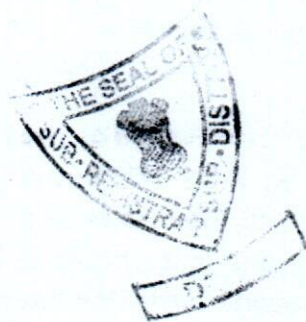
- A. To bear and pay the entire cost for purchase of FSI for utilization of an area admeasuring 13207 sq. mtrs of FSI which is likely to be available to the parties for sanction of Building Plans for raising additional constructions as contemplated in this agreement.
- B. The Second Party agrees to get the Building Plans revised by exercising the rights provided in the GDA's policy for purchase of additional FSI for which the other parameters like structural safety, ground coverage, mandatory green cover, density norms, car parking provision amongst others are already duly meted out and are self-sufficient for the said project for utilization of additional FSI,
- C. In consideration of transfer of an area admeasuring 4799sqmtrs of FAR for liabilities as mentioned in Para no. 3(A) in favour of the Second Party out of the First Party 44% share in the total deal to settle all the liabilities of the First Party as specifically particularly detailed in Para no. 3(A) above.
- D. To carry out entire construction on the basis of revised Building Plans for utilization of an area admeasuring 13207 sq. mtrs.of FSI as mentioned above at their own cost and expense and to make allocation for the areas of the share of the First Party as described in the agreement. Second Party has further assured the First Party that in the unlikely event of it not being able to get full or part of the FAR Purchase approved/sanctioned by GDA within 12 months, then in that case it will indemnify the First Party for the same by allocating the share of First Party area within 13 months of execution of this agreement of 2717sqmtrs in tower O1 to O4 from the share of the Second Party for increased scope of deal as mentioned above.
- E. It shall be the responsibility of the Second Party to get the NOC from AOA for development and construction of additional areas covered by the increased scope of deal and future amalgamation and construction of Second Phase land post mutual consent of the draft from the First Party, but the responsibility of the Second Party is specifically limited to their financial obligation mentioned in Para No.

  
Authorized Signatory

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Director




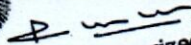






1(P) of the Tripartite Agreement executed between RWA (as party on first part), Niho Construction Ltd (as party on second part) & Oxirich Constructions Pvt. Ltd. (as party on third part) on 7th-January 2017.

- F. It shall be the responsibility of the Second Party to complete the boundary wall of the project described and attached in Annexure 2 in the agreement within 6 months of signing of this agreement at the cost of First Party, for which billing will be raised by Second Party on the First Party on actual cost basis only for the part as shown in Annexure 2.
- G. It shall be the sole responsibility of the Second Party to finish and complete the liabilities as mentioned in Para 3(A) at its own risk and cost and rid the First Party of the same. The First Party will not be liable to any of the liabilities as mentioned in Para 3(A) post signing of this agreement and the same are now shifted to the shoulders of the Second Party for all intents and purposes. Further it is categorically agreed by the 2<sup>nd</sup> party that it shall not be absolved from the liabilities transferred to them as per this agreement under any circumstances and on whatsoever ground whatsoever. The same must be communicated and inputted in agreements being executed between the Second Party and relevant parties (including RWA, its members & vendors supplying/executing the works assigned as mentioned in Para 3(A) only) covered or related to the liabilities as mentioned in the Para 3(A). Despite the fact that First Party stands fully discharged in respect of these liabilities, in case if any legal proceedings are initiated against the First Party by the relevant parties (including RWA, its members & vendors supplying/executing the works assigned as mentioned in Para 3(A) only) with reference to the transferred liabilities covered by Para 3(A) supra, it will not only be entitled to seek discharge from the respective proceedings on the basis of terms of this agreement, but the First Party shall also be entitled to claim losses/damages/compensation suffered on account of such proceedings initiated by such parties. It is further clarified that in case any question or issue with regard to title of the property (subject land) on which construction is to be made by the second party arises, which shall be solved & resolved by the First Party at their own cost, risk & responsibility as to the consequences arising there from without any recourse to the second party, in any manner whatsoever.

6. It is also agreed between the parties that the Second Party must handover the possession of two flats 202 & 203 in tower O-4 of the Niho Construction Pvt. Ltd.

   
Authorized Signatory

   
Director







First Party from the First Party's share of 62 flats within 2 days of execution of this agreement. However first party has agreed that since the physical possession of the said 2 apartments is being made on urgency basis, hence though the apartments will be completed in all respect within 2 days but the utility services like lift, fire fighting, water/sewerage/electricity connection will be completed by 31<sup>st</sup> March 2017.

7. To provide possession of ready flats of the First Party as a) balance 20 apartments in block O-4 by 31<sup>st</sup> March , 2017 b) 32 apartments in block O-1 by 30<sup>th</sup> June , 2017.

#### GENERAL TERMS AND CONDITIONS:-

A. That in case after utilization of 13207 sq. mtrs. of area on the basis of revised Building plans if any further FSI consumption becomes available & is utilized by the Second Party, then the FSI purchase/compounding fees for any such additional area over & above 13,207 sq. mtrs. will be paid by First Party himself at its own cost provided the compounding charges are upto or below 20% slab. However in case of compounding slab of above 20% becoming applicable then the excess compounding cost over & above 20% slab will be borne by the Second Party & upto 20% slab it will be borne by First Party. However it is further agreed that in such case of excess FSI getting consumed by the Second Party, the Second Party will become liable to allocate 44% share of any such additional area to the First Party. Herein the excess FSI is referred to consumption of FSI in excess of 13207 sq. mts. in the increased scope of deal.

B (1) That in case compounding charges (upto compounding slab of 20%) for the excess area mentioned above are not paid by the First Party within valid stipulated time from the date of receipt of demand letter from GDA and by reason thereof the same are paid by the Second Party then the Second Party shall be entitled to retain super built up area from the 44% share (of any such additional area) of First Party to recover the compounding cost payable to GDA on behalf of First Party & thus allocate only the residual super built up area to the share of First Party. It is mutually agreed that the valuation/rate of recovery of such compounding cost will be determined as the average Booking rate less Rs 100/sq. ft. as selling cost of latest 10 bookings of apartments in block O-6 made by Second Party. The deduction must take place from the share of the First Party automatically on the expiry






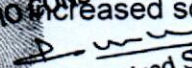
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of the due date of payment of compounding charges to GDA as stated in the compounding demand letter of GDA and subject to Second Party providing receipts to the First Party of its payment of compounding fees to GDA.

**B (2)** All club membership charges collected by Second Party will be retained by Second Party for its own recovery of cost & benefit upto the collection mark of Rs 1.57 crores. Only once the collection of club membership surpasses Rs 1.57 crores mark, then the excess amount of collection of club membership charges will be transferred by Second Party to the account of First Party on weekly collection basis. Second Party is also hereby entitled to collect club membership charges from the flat owners of Jasmine, Saffron & Hibird blocks (who are in arrears in respect of such charges) developed by First Party & also from the flat buyers of O-1, O-2, O-3, O-4, O-5 & O-6. First Party agrees not to collect/charge club membership charges directly from the flat owners of Jasmine, Saffron, Hibird, O-1, O-2, O-3, O-4, O-5 & O-6 blocks w.e.f the execution of this agreement except from their (First Party) customers from their share of apartments in O-1, O-4 & O-6 only. Second Party assures the First Party that average collection of Rs 30,000 per apartment will be credited to the account of club membership collection per apartment of O-1, O-2, O-3, O-4, O-5 & O-6 (of Second Party's share only) for the purpose of computation of Rs 1.57 crores & beyond and respective rightful accountable evidence must be provided for all of the above on the request of the First Party with immediate effect.

**C.** That both the parties have mutually agreed that the First Party shall extend its full cooperation to the Second Party for transfer of existing sanctioned FSI of O5 and O6 for getting the same set off against the compounding for Towers O1 to O4 to the extent of 5457 sq mtrs. Moreover, Second Party assures the First Party that immediately after getting the compounding done of Towers O-1, O-2, O-3 & O-4, the Second Party will initiate the process for FAR purchase for utilization of the scope of 'increased scope of project'. Second Party has further assured the First Party that in the unlikely event of it not being able to get full or part of the FAR Purchase approved/sanctioned by GDA it will indemnify the First Party for the same by allocating the share of First Party area within 13 months of execution of this agreement of 2717 sqmtrs in tower O-2, O-3 & O-4 from the share of the Second Party for increased scope of deal as mentioned above.

   
Authorized Signatory

   
For Oxirich Construction Pvt. Ltd.

Director







D. That with reference to their own share of the Second Party, the Second Party shall be entitled to raise Bank Finance or Loan facilities from financial institutions for development and construction of the additional areas on the basis of revised building plans, as agreed in this agreement at their own risk and cost. For the said purpose of raising loan, First Party authorises Second Party to mortgage super structure along with it's proportionate share of FSI in the form of inventory/built up area/flats falling to the their (Second Party's) share at their own risk and cost .

E. That the transfer of Liabilities of the First Party has been taken over by the Second Party only with regard to their liabilities particularized and specifically stated in Para no. 3(A) above. The Second Party has not undertaken to discharge any other liabilities of the First Party be that past, present or future which are not stipulated in the present agreement.

G. That all the taxation liabilities of the parties whether past, present or future shall be respectively meted out and discharged by themselves without recourse to the other party.

H. That the First Party undertakes to keep the Second Party fully and completely harmless and indemnified against all types of claims, demands or liabilities of the First Party save and except what is specifically stated in Para no. 3(A) above and elsewhere in this agreement and also against all types of losses or damage etc and cost and expenses of defending any litigation relating to all such matters.

I. That the Second Party undertakes to keep the First Party fully and completely harmless and indemnified against all types of claims, demands or liabilities of the Second Party save and except what is specifically stated in this agreement and also against all types of losses or damage etc and cost and expenses of defending any litigation relating to all such matters.

J. The Second Party cannot make the First Party a part of any dispute arising between the Second Party and any third party whose liabilities are being taken over by the Second Party. With execution of this agreement, the First Party cannot be a party to any disputes or agreements that the Second Party executes with any other parties whose liabilities the Second Party has taken over pertaining to the project described in this agreement.







K. That the Second Party will forward a copy of all written relevant communication with AOA & GDA to First Party within a week of receiving the same and will only execute any MOU/Agreements/Commitments on behalf of the First Party with AOA & GDA post written consent from the First Party. All the relevant documents/deeds shall only be executed by the Second Party only after the documents/deeds are mutually approved by the First Party and the Second Party.

L. The Parties will maintain complete confidentiality about the contents and terms of this agreement save except this restraint shall not apply to the party disclosing the same to their professional advisors, financial institutions & prospective customers.

M. The Agreement shall not be amended by the Parties without the prior written consent of both the parties to the agreement.

N. The Parties hereto confirm that signatories to this Agreement have the requisite authority to execute and bind the respective Parties.

## DISPUTE RESOLUTION

For any dispute/ difference in opinion arising out of or in connection with the terms and conditions of the existing contract, including any question regarding its existence, validity or termination, the competent courts of Delhi only shall have the jurisdiction.

## FORCE MAJEUR

The parties shall not be considered in default in their execution of their respective obligations imposed upon them herein, as long as such execution is delayed, withheld or retained due to force majeure. Force majeure shall include all acts beyond the control of the Parties, which they could not have reasonably foreseen and against which they could not defend themselves. Force majeure includes, without limitations, all acts of God, weather, transportation of goods by rail, land, sea, strikes, partial or total work stoppages, lock-outs, fire, riot, intervention by the civil or military authorities, terrorism, within India, by-laws or rulings or consents or authorizations of all government authorities as well as acts of war (declared or not).








ANNEXURE-1

**Details of liabilities of the First Party transferred to the shoulder of the Second Party in lieu of transfer of 4799 FAR falling to the allocation of First Party in terms of this agreement**

**1. Pending works towards flat buyers & RWA/AOA of Jasmine, Saffron & Hibird**

- (a) qua Apartment Owners Association (AOA) to pay for repair & paint of external elevation of Saffron & Hibird Block in Scottish Garden complex.
- (b) qua Apartment Owners Association (AOA) to pay for Internal circulation area paint of Jasmine, Saffron & Hibird Block.
- (c) qua Apartment Owners Association (AOA) to pay for Completion of fire fighting works in Saffron & Hibird block & also obtaining the NOC to that effect from fire fighting department.
- (d) qua Apartment Owners Association (AOA) to pay for construction of club & swimming pool with all the required civil works, fixture, fittings, equipments & finishing works at the designated area in the Scottish Garden complex.
- (e) qua Apartment Owners Association (AOA) to pay for refund of IFMS collected by the flat owners of Scottish Garden to the AOA.
- (f) qua Apartment Owners Association (AOA) to pay for Monetary consideration to AOA in lieu of granting the NOC for the purpose of construction as stated in the scope of 'New Deal and future amalgamation of Second Phase land and construction specifically limited to their financial obligation mentioned in Para No. 1(P) of Tripartite Agreement dated \_\_\_\_\_ executed between RWA (Party on First Part), Niho Constructions Ltd (Party on Second Part) & Oxirich Constructions Pvt. Ltd (Party on Third Part).
- (g) qua Apartment Owners Association (AOA) to pay for constructing a small office admeasuring around 500 sft for the functioning of AOA.
- (h) qua Apartment Owners Association (AOA) to pay for outstanding electricity dues for the period when maintenance was managed by the First Party.
- (i) qua Apartment Owners Association (AOA) to pay for sewerage charges payable to GDA.
- (j) Qua the AOA for IFMS and Electricity Connection charges of Scottish Mail.

  
Authorized Signatory

Page 23 of 24

  
Director








(k) qua Apartment Owners Association (AOA) to pay for the new lift to be installed in L block of Hibird Sector.

(l) qua Apartment Owners Association (AOA) to pay for getting 3 lifts of M,N & K blocks of Hibird sector fully functional with certificate.

## 2. Details of liabilities other than those on account of RWA

(a) Qua the Second Party to get the compounding of constructed Towers O-1, O-2, O-3 & O-4 done by GDA either by paying the FSI compounding fees or by transferring the unutilized sanctioned FAR in respect of building blocks Nos.O-5 & O-6 to building blocks Nos.O1, O-2, O-3 & O-4 to the extent of 5457 s.mts in order to regularize the said building blocks. Such transfer of FAR will discharge the First Party from its obligation for payment of compounding charges as envisaged in the agreements of collaboration between the parties.

(b) Qua the Second Party for discharge of liabilities and cost payable to GDA towards purchase of FSI and subsequent compounding of 13207 Sq mtrs of FAR/FSI plus incidental expenses and liasoning expenses plus fees payable to GDA for sanction of revised building plans.

For M/s.   
Authorized Signatory

 Construction Pvt. Ltd.  
Director



W W



# niho


CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTOR OF NIHO CONSTRUCTION LTD. HELD AT THE REGSITERED OFFICE OF THE COMPANY AT X-22, FIRST FLOOR, HAUZ KHAS, NEW DELHI 110016 ON 19<sup>th</sup> JANUARY, 2016.


"Unanimously resolved that an agreement be entered into with Oxirich Constructions Pvt. Ltd. for development of proposed Towers O-5 & O-6 & part of under construction Towers O-1, O-2, O-3 & O-4 at company's group housing project Niho Scottish Garden at Ahinsa Khand, Indirapuram".

"Unanimously further resolved that a settlement agreement be entered into with Niho Scottish Garden Resident Welfare Association along with Oxirich Constructions Pvt. Ltd. for settling the outstanding issues with the said association."

"Further resolved that Mr. Prateek Kumar Chauhan, s/o Shri Mohanbhai Chauhan, R/o 175 Pocket D, Mayur Vihar, Phase 2, Delhi, General Manager of the Company be and is hereby authorized by Board of Directors to negotiate, finalize the terms & conditions of the said agreements & execute MOU, Agreement & Power of Attorney(s), subsequent addendums (if any) and all other documents incidental hereto with the said parties to facilitate the transaction on behalf of the Company."

For Niho Construction Ltd.

  
Director  
(Deepak Kapil)

  
Director  
(Jayprakash Mangtani)

**NIHO CONSTRUCTION LTD.**

Regd. Office : X-22, 1st Floor, Hauz Khas, New Delhi - 110 016 Ptn: 011-41655603/4/5, 41656807/8 Fax : 011-41656806  
E-mail : info@niho.co.in Website : www.niho.co.in



NINIO

OF THE RESOLUTIONS PASSED AT THE MEETING OF THE  
OF WHO CONSTITUTED THE MEETING AT THE REGISTERED  
HALL AT 10-11, FIRST FLOOR, NEW DELHI 110011 ON

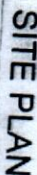
that an agreement be entered into with District Commissioner P.W. 111  
to provide for the use of the premises for the purpose of the  
Group Housing Project at the Garden of Africa Khar

It is resolved that a resolution be passed to the effect that the  
Programme of the District Welfare Association be approved  
and the necessary steps be taken to implement the same.

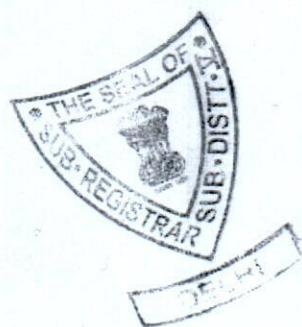
It is further resolved that the District Welfare Association be  
authorized to enter into an agreement with the District  
Commissioner for the purpose of the Group Housing Project  
at the Garden of Africa Khar.











THE SUB-DISTRICT REGISTRAR, DELHI



The parties acknowledge having required that the present Agreement and all documentation, notices and judicial proceedings entered into given or instituted pursuant hereto or relating directly hereto be drawn up in the English Language.

IN FAITH AND TESTIMONY WHEREOF, the indemnifiers have set and subscribed their respective hands unto these presents at New Delhi on the day, of the month and the year first above written.

2744847778.  
WITNESSES:-

1. Sanyas Gambhir  
S/o- Sh. Surendra Pal Gambhir

R/o- B-1001, Antriksh Nature  
(A-110), Sector-24, Noida.

2. Vikrant Hamboj

S/o- Sh. Brij Lal

R/o- 29, Subhash Nagar.

District Distt. Yamuna Nagar.

LicNo- 2268/05

Shyam Lal

LicNo- DL-0520090053232

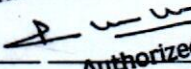
Shyam Lal

S/o- Sh. Chhotte Lal

R/o- 1585, Street No.1,

Vijay Park Mayapuri  
Delhi.

For NIHO CONSTRUCTION LTD.

  
Authorized Signatory

FIRST PARTY

For Oxid Construction Pvt. Ltd.

SECOND PARTY

Director



Reg. No. 87      Reg. Year 2017-2018      Book No. 4



Ist Party



IInd Party



Witness

Ist Party

Ms NIHO CONSTRUCTION LTD THR. AUTH. PRATEEK KUMAR CHAUHAN

IInd Party

Ms OXIRICH CONSTRUCTION PVT LTD THR. VIKAS DUA

Witness

VIKRANT KAMBAJ, SHYAM LAL



**Certificate (Section 60)**

Registration No.87 in Book No.4 Vol No 4,231  
on page 112 to 137 on this date 20/01/2017 4:34:55PM  
and left thumb impressions has/have been taken in my presence.

day Friday

Date 20/01/2017 16:29:58



Sub Registrar  
Sub Registrar V  
New Delhi/Delhi



1791544187