

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

OXIRICH CONSTRUCTION PRIVATE
LIMITED



20/03/2013

Permanent Account Number

AA-0000000000

12012013



हरियाणा HARYANA

D 183494



Stamp Duty : Rs. 500/-
Stamp Vendor Name: N.S.Sangwan
Stamp Serial No. : D 183494
Stamp Date : 17.04.2014

GENERAL POWER OF ATTORNEY

Know all men by these presents that 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, R/O II-C/95, Nehru Nagar, Ghaziabad vide Resolution dated 12.04.2014 (hereinafter called the executant company). Appoint, nominate, constitute M/s. **Niho Construction Ltd.** having its registered office at x-22, 1st Floor, Hauz Khas, New

For S.V. Liquor (India) Ltd.

Director

962 500 M/s S.V. Liquor (India) Ltd
17/05/14 Noida through Pratik
Chauhan JPA Mohanbai Chauhan

प्रलेख नः 4

दिनांक 13/05/2014

| | | | |
|--------------------------------------|--|-------------------------------------|--|
| डीड का नाम GPA | | डीड संबंधी विवरण | |
| तहसील/सब-तहसील निसिंग | | Stamp Ver. C. Bp (9600) | |
| गांव/शहर निसिंग | | धन संबंधी विवरण | |
| रजिस्ट्रेशन फीस की राशि 100.00 रुपये | | स्टाम्प ड्यूटी की राशि 500.00 रुपये | |
| | | पेस्टिंग शुल्क 3.00 रुपये | |

Service Charge: 150.00 रुपये

Drafted By: विरेन्द्र कुमार वकील दिल्ली

यह प्रलेख आज दिनांक 13/05/2014 दिन मंगलवार समय 4:48:00PM बजे श्री/श्रीमती/कुमारी M/s S.V. Liquor (INDIA) Ltd Through Mr. Sunil Kumar Jindal द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता



उप/सयुक्त पंजीयन अधिकारी
निसिंग

श्री M/s S.V. Liquor (INDIA) Ltd Through Mr. Sunil Kumar Jindal

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Niho Cons. Ltd. Through Pratik Kumar Mohanbai Chauhan 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 रामजीलाल निवासी दिल्ली ने की। साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 13/05/2014

उप/सयुक्त पंजीयन अधिकारी
निसिंग

Delhi through its authorized signatory Mr. Pratik Kumar Mohanbhai Chauhan S/o Shri Mohanbhai Chauhan (hereinafter called the General attorney) as its general attorney to do all deed and acts, which the company is authorized to do through a general attorney 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. The object of this GPA is to facilitate the execution of development cum collaboration agreement dated 20.04.2014 executed between the executants company named **M/s. S.V. Liquor (India) Ltd.** and **NIHO Construction Ltd.**, a company incorporated under the Companies Act, 1956, having its registered office at X-22, Hauz Khas, 1st Floor, New Delhi and it is specifically provided that this GPA shall not pass on any authority to the GPA holder, that runs counter or repugnant to any clause of aforesaid development cum collaboration agreement. The above said General Attorney shall have the power to do the following acts in terms of compliance of development-cum-collaboration agreement dated 20.04.2014 entered into between the executant company and **NIHO Construction Ltd.** in respect of the piece of land bearing khasra No. 544,545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 556, 557, 558 and 559 and in all admeasuring about 48667 sq.mts situated in Village Mohiuddin pur Kanawani Tehsil Dadri, Distt. Guatam Budh Nagar, U.P. (referred to as the said land herein after) which is bounded as under:

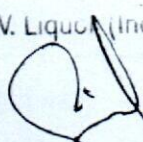
East: Pushta Road

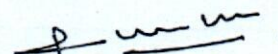
West: Khasra no. 527

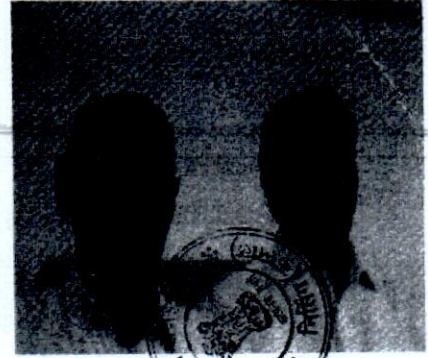
North: Khasra no. 543

South: 18 Mtr. Wide Road

For S.V. Liquor (India) Ltd.


Director





पेशकर्ता

M/s S.V. Liqour (INDIA) I

प्राधिकृत

M/s Niho Cons. Ltd. Throu



गवाह

लखमन दास नम्बरदार



गवाह

गोविन्द राम


प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4 आज दिनांक 13/05/2014 को बही न: 4 जिल्द न: 2 के पृष्ठ न: 33 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 4 जिल्द न: 25 के पृष्ठ सख्या 67 से 68 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है।

दिनांक 13/05/2014

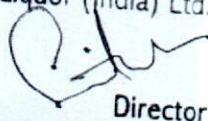


उप/सर्वोच्च पंजीयन अधिकारी
निसिंग

NOW THIS GPA IS WITNESSTH AS UNDER:

1. To prepare, sign, submit and obtain sanctioned plans, revised plans, layout plans, service plans in respect of the said lands with or without amalgamating with adjoining lands owned by other land owners, to apply and obtain CLU, commencement permission, 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., to apply for and obtain CLU, Commencement Certificate, Completion/Occupancy Certificates and other permissions, required for change of land use, construction, completion and occupation of any Building/s in the Schedule Property; to apply for and obtain necessary clearances, permissions, consents required for development of the Schedule Property; 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 Clearances, Exemptions, Sanctions and Permissions required under any of the Act including change of land use etc. for the purpose sanction of plan and construction on the Schedule Property; and generally to do all acts and deeds to get all the approvals for making the land developable into a residential/commercial project as may be permissible at their

For S.V. Liquor (India) Ltd.


Director



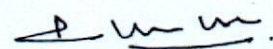
own risk, cost and expenses in respect of the said property of land and units/building developed thereon;

2. To represent the executants company before all such authorities like Ghaziabad/GautamBudh Nagar Town Municipal Council/s and all other concerned Authorities including Ghaziabad/NOIDA Development Authority, National Airport Authority of India as well as International Airport Authority of India, Department of Telecommunication, Traffic Department, Lift Inspectorate, Ghaziabad/ Gautambudh 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 for the construction and development on the Schedule Property that is required for CLU/Sanctions, Licenses, Consents / Permissions/ No Objection Certificates/Commencement Certificates/Occupancy Certificates/Amendments/ Modifications to develop/construct buildings/Apartments



For S.V. Liquor (India) Ltd.


Director



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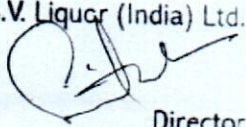
/flats/commercial buildings or any structures as per the Sanctioned Plans on the Schedule Property;

3. To pay all rates/taxes/cesses in regard to the Schedule Property as also the charges for electricity/water consumed and pay all deposits/ charges/ fees/ contributions and other levies required for obtaining Licenses/ Sanctions/ Clearances/Permissions and to obtain receipts there for to develop/construct buildings/Apartments /flats/commercial buildings or any structures as per the Sanctioned Plans on the Schedule Property;

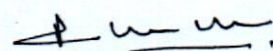
4. To develop the said project and for the purpose construct, re-construct, renovate, addition, alternation in or on the said property and for they can do every type of work as per law permissible at its own costs and risks without any liability on part of the executants company.

5. To market, sell units in the project to be developed on the said land and for this purpose to enter into agreements for sale /transfer, or enter into any kind of agreement/s on such terms as the Attorney deems fit and to get the Agreement/s executed as well to cancel the said execution; to receive the consideration for sale/transfer/conveyance, as also advances, earnest money deposits, part payments and

For S.V. Liquor (India) Ltd.



Director



The history of the United States is a story of growth and change. It begins with the first settlers who came to the Americas in search of a new life. These early pioneers faced many challenges, but they persevered and built a new society. Over time, the United States grew from a small colony into a powerful nation. It fought wars, both against foreign powers and its own citizens, but it always emerged stronger. The United States is a land of opportunity and freedom, where anyone can achieve their dreams. It is a country that has shaped the world and continues to do so today.

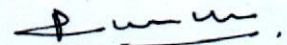


balance payments in its own name in regard to the sale/conveyance/transfer and issue receipts and acknowledgements thereof; to hand over possession of the Schedule Property with the constructed area/Buildings/Apartments /Flats to any of the lessees, licensees or person authorized to occupy the Schedule Property or any part thereof, to apply for and obtain clearance required for the registration of the units in the Schedule Property in favour of the Purchasers or in favour of 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 attorney under this Power of Attorney, to execute deed/s or declaration or formation of association for the maintenance and management of the residential buildings/Apartments constructed on the Schedule Property under any of the applicable; It is clarified that as and when the occasion for execution and registration of conveyance deed for the units so agreed to be sold to the intending purchasers, at the request of the attorney, the same shall be executed and got registered only & solely by M/S SV Liquor (India) Ltd. through their authorised signatory directly in the favour of the intending purchasers of the various units or in favour of their nominee(s).

6. To take loans and financial facilities of any kind for putting up construction on the Schedule Property against the security of the Schedule Property with corresponding

For S.V. Liquor (India) Ltd.


Director



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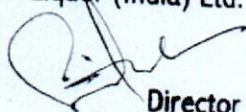
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AUSTRALIA
MILLERS POINT
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SYDNEY, N.S.W. 2050
AUSTRALIA
CANADA
100 SHERBOURNE AVENUE
TORONTO, ONTARIO M5S 1A5
CANADA
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NEW ZEALAND
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PO BOX 34
JANZENBURG
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SOUTH AFRICA
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NO. 10, JALAN PERAK
KUALA LUMPUR
MALAYSIA
SINGAPORE
NO. 1, SINGAPORE STREET
SINGAPORE
THAILAND
SUWATTHANOPOLIS
BANGKOK
THAILAND
UNITED KINGDOM
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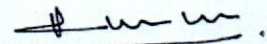


constructed area , at their own risk as to cost and consequences and the Building to be constructed thereon, without, however, making the executants liable or responsible therefor in any manner whatsoever. In this connection the power of attorney holder shall also be entitled to execute the necessary 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, particularly with respect of all or any of the units to be constructed on the scheduled property to meet the requirement of such bankers or financial institutions, without however, making the executants liable or responsible thereof in any manner whatsoever. The authority is restricted in respect of this property or any construction made thereupon and shall not travel beyond it.

7. To initiate, prosecute and defend all legal, Revenue, tax and other proceedings relating to the lease of the Schedule Property or any part thereof and Hire Agreement 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 Schedule Property; to produce documents and obtain return thereof, to give

For S.V. Liqueur (India) Ltd.


Director



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RECEIVED BY THE DIRECTOR OF THE BUREAU OF THE CENSUS

1911

evidence and to instruct Counsel in regard to any proceeding relating to the Schedule Property; to appoint an arbitrator except for any matter between the executants and attorney, advocate, represent the company, 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 property.

8. To generally do all or any other acts, deeds and things which are not specifically stated herein and which may be necessary and incidental to do all other acts, deeds and things necessary for management, maintenance, control and disposal of the Schedule Property on as is where is basis or in regard to the obtaining approvals for development, of a residential/commercial project, carry out development and construction thereon, market, sell and hand over possession to the intending buyers and get the units duly registered in their name.

9. To appoint any further attorney/ attorneys in respect of the property or for any part thereof, To further delegate any of these powers granted to the attorney under this GPA to any person or persons authorizing such person/s to do and make all acts and things which my attorney is authorized to do under these presents except the power of sub-delegation;

For S.V. Liquor (India) Ltd.


Director





IN SENATE

JANUARY 1, 1901

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

FOR THE YEAR 1900

ALBANY:

JOHN B. LANE, PRINTING OFFICE

1901

for and on behalf of the executant company under his own signature(s).

10. THAT it is explicitly made clear that the powers hereby given shall be exercised by the 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 Executant/Company or its, Directors, associates etc., by virtue of the Powers conferred on the Attorney and any such act if at all committed by the attorney shall be considered to have been done by the attorney in his own capacity and beyond any authority under this GPA.



The executants companies do hereby agree that all the works if done lawfully, by the said general attorney shall be binding on the executants company in all respects.

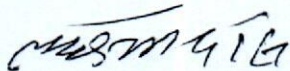
IN WITNESS WHEREOF, both the parties have put their respective signature and thumb impression on this General Power of Attorney on this _____ day of _____, 2014 . in the presence of the following witnesses:-

For S.V. Liquor (India) Ltd.

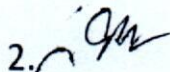

Director

WITNESSES:-


1.



EXECUTANT
COMPANY

2. 

श्री १०८३ राम जी लाल
१९-४, प्लॉट-४/१
मायक विहार पश्चिम
अबुधवी


GENERAL ATTORNEY

THE UNIVERSITY OF CHICAGO PRESS

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Director

GPA

126
9/11/2017

सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date

Account Reference

Unique Doc. Reference :

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

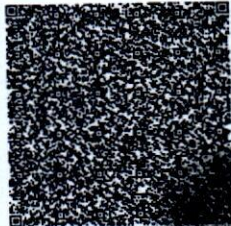
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 Article 48(c) Power of attorney - GPA
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 NIHO CONSTRUCTION LTD
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 OXIRICH CONSTRUCTION PVT LTD
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 (One Hundred only)

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Please write or type below this line.

Authorized Signatory
 (PRATEEK KUMAR CHAUHAN)

GENERAL POWER OF ATTORNEY

Director
 (VIRAS DORA)

Know all concerned that M/s Niho Construction Ltd.(herein after called as "Executants") are the owners of freehold residential piece and parcel of

Statutory Alert:

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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 NIHO CONSTRUCTION LTD.

Authorized Signatory

ich Construction Pvt. Lt.

[Signature]

Director



Singh Roy

[Signature]

[Signature]

land admeasuring 6500 sq. mts. comprised in Khasra No. 527/4 measuring 2-11-8 – 2 biggs 11 biswas and 8 biswansis pukta, meant for residential use situated within revenue limits of Mohiddinpur, Kanawani, Gautam Buddh Nagar, Indirapuram, Distt. Ghaziabad, U.P., which was purchased and acquired by the Executants from its previous owners on the basis of sale deed dated 12th May, 2005 registered as document no.2965 book no. 1, volume no. 1284, on pages 719/736 on dated 13th May, 2005 with the office of Sub Registrar II Noida, now in Distt. Gautam Budh Nagar, U.P. (herein after referred to as the said land) part of which has already been developed by the Executants by amalgamating the same with other lands in which it has right title and interest and in the similar way they are in the process of getting the remaining undeveloped part of the said land (herein after referred to as the vacant plot) in the form of residential apartments in the form of a Group Housing Project with highrise building to be named and styled as Tower No. O-5, Niho Scottish Garden, Indirapuram, Distt. Ghaziabad, U.P. for which purpose the Executants have made appropriate arrangements with M/s Oxirich Construction Pvt. Ltd. and in order to carry out the works of necessary development, construction and marketing of the apartments to be constructed thereon in accordance with the duly sanctioned building plans or revised building sanctioned plans, this General Power of Attorney is being executed by the Executants in their favour.

Know all men by these presents that M/s Niho Construction Ltd. having its registered office at X-22, 1st 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, duly authorized by the Board of Directors of the company vide Resolution dated 19 January 2016 (hereinafter called the Executants) in favor 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 (hereinafter referred to as General Attorney) duly authorized by the Board of Directors to do execute or perform all or any of the acts, deeds and things on behalf of and / or in the name of the Executants for the purpose of development, construction and other connected matters, to be developed and raised on the said vacant plot forming part of the said land viz. Khasra No. 527/4 within revenue limits of Mohiddinpur, Kanawani, Indirapuram, Distt. Ghaziabad, U.P.

NOW THIS POWER OF ATTORNEY 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 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., compounding of building plans, Completion/Occupancy Certificates and other permissions required in connection with construction, completion and occupation of the said Building block/tower to be identified as Tower O-5 in the colony under development named and styled as Niho Scottish Garden, Indirapuram, Distt. Ghaziabad, U.P.; to apply for and obtain

For Niho Construction LTD.

Authorized Signatory

For Oxirich Construction Pvt. Ltd.

Page 2 of 2 Director

| Deed Related Detail | |
|---------------------------|--|
| Deed Name | POWER OF ATTORNEY GPA |
| Land Detail | |
| Tehsil/Sub Tehsil | Sub Registrar V |
| Village/City | Other Than South District |
| Place (Segment) | Other Than South District |
| Property Type | Residential |
| Property No. | VILL MOHIDE PUR KAN VANI INDIRAPURAM UP, Road No.: |
| Area of | 0.00 |
| Money Related Detail | |
| Consideration Amount | 0.00 Rupees |
| Stamp Duty Paid | 100.00 Rupees |
| Value of Registration Fee | 1,000.00 Rupees |
| Pasting Fee | 100.00 Rupees |

This document of POWER OF ATTORNEY

GPA

Presented by: Sh/Smt.

S/o, W/o

R/o

Ms NIHO CONSTRUCTION LTD THR.

NA

VILL MADANPUR KHADAR ND

in the office of the Sub Registrar, Delhi this 09/01/2017 2:28:22PM on Monday between the hours of

Signature of Construction Pvt. Ltd.

Registrar/Sub Registrar
Sub Registrar V
Delhi/New Delhi

Execution admitted by the said: Shri

Ms NIHO CONSTRUCTION LTD THR. PRATEEK KUMAR CHAUHAN

and Shri / M

Ms OXIRICH CONSTRUCTION PVT LTD THR. VIKAS DUA

Who is/are identified by Shri/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 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 15:45:09

Registrar
Sub Registrar
Delhi/New Delhi

Revenue Department NCT of Delhi

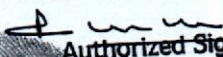
DORIS

NIC-DSU

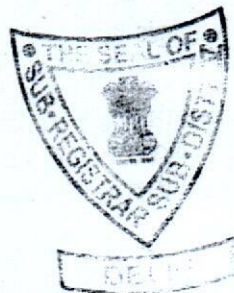
necessary clearances, permissions, consents required in course of development of the said building block/tower; to submit applications, Affidavits, Statements, Returns to the Government of U.P. and / or the Authorities under any state or central statute to obtain necessary Clearances, Exemptions, Sanctions and Permissions required under any of the Acts required in course of construction of the said building block/tower; and generally to do all acts and deeds to get all the approvals required in course of construction and completion of the said building block/tower at their own risk, cost and expenses.

2. To represent the Executants 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 block/tower as also Licenses, Consents / Permissions / No Objection Certificates / Occupancy Certificate / Amendments / Modifications required in course of development / construction / completion of the said building block/tower as per the Sanctioned Plans or Revised sanctioned plans in respect of the building block/tower.
3. To apply, file affidavits, undertakings & obtaining approvals for the purpose of compounding of building plans by GDA of Tower O-1, O-2, O-3 & O-4 by transferring the sanctioned FAR of O-5 tower.
4. To apply, file affidavits, undertakings & obtaining approvals for the purpose of purchase of FAR for consumption in Tower O-5 by getting the building plans revised from GDA & subsequent compounding of building plans of Tower O-5, once the civil structure of O-5 tower is fully constructed.
5. To pay all rates / taxes / cesses in regard to the said building block/tower 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 block/tower or any structures as per the sanctioned plans in respect of the said building block/tower.

For NHO Construction Pvt. Ltd.


Authorized Signatory


Director



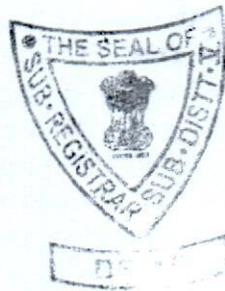
6. To develop the said building block/tower and for the purposes construct, re-construct, renovate, addition, alternation in respect of the said building block/tower and for the purpose do every type of work as per law permissible at its own costs and risks without any liability on part of the Executants/ land owners.
7. To market, sell the said allocated apartments falling to the share of the General Attorney vide Supplementary Agreement dated 6-1-2017 between the Executants and the Attorney and for this purpose to enter into agreements for sale/transfer or enter into any kind of agreements on such terms as the General 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 General Attorney under this GPA subject however the same shall be done at its own costs and risk without any liability on part of the Executants under any circumstances.
8. The General Attorney shall be authorized to hand over physical possession of the apartments to the allottees to whom the General Attorney may agree to sell any apartment in exercise of the powers conferred on the General Attorney through this GPA. As and when occasion for execution and registration of sale deed / conveyance deed arises in respect of various flats to be developed and constructed by the General Attorney in Tower O-5, Niho Scottish Garden, Indirapuram, Distt. Ghaziabad, U.P., the General Attorney shall be authorized to execute and get registered the sale deed/conveyance deed in favour of respective flat buyers of the flats / apartments of the said Tower / block. To present all such documents before the concerned Register / Sub Registrar of Assurances, to admit execution of all such documents as well as to admit and acknowledge receipt of the consideration from the prospective buyers in the mode and manner such consideration might have been received and collected by the General Attorney from such prospective buyer, to admit correctness of the content of all such documents and on receipt of such documents on registration to hand over the same to the concerned flat buyers / apartment owners at the given point of time. It is clarified that the General Attorney shall be authorized to exercise the power to hand over physical possession of the apartments and/or execute sale deed conferred upon them in this clause only after the apartments falling to the share of Executants in towers O-1 & O-4 only in terms of the Supplementary agreement dated 6-1-2017 between them are duly offered for possession to the executants in the similar habitable complete state as being offered to the flat buyers of the share of the General Attorney to their own allottees in towers O-1, O-2,

For M/s. INSTRUCTION LTD.

For Oxirich Construction Pvt. Ltd.


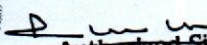
Authorized Signatory

Page 4 of 7
Director



O-3 & O-4 and other liabilities undertaken as per the said agreement are duly settled with the respective parties.

9. To take loan & finance facilities of any kind by mortgaging the super structure along with its proportionate share of FSI (Floor Space Index) in the form of inventory/build up area/flats falling to the share of the General Attorney in terms of the Supplementary Agreement dated 6-1-2017 executed between Executants & General Attorney, without however making the executants liable or responsible thereof in any form whatsoever.
10. The General 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 falling to the share of the General Attorney to meet the requirement of such bankers or financial institutions, without however, making the Executants / Land owners liable or responsible thereof in any manner whatsoever. The authority is restricted in respect of the said allocated apartments to be developed and constructed in Tower O-5, Niho Scottish Garden, Indirapuram, Distt. Ghaziabad, U.P., and the General Attorney shall not travel beyond it.
11. 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 any arbitrator, advocate, represent the Executants, 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.
12. 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 GPA 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 GPA with reference to such allocation as well.

 
Authorized Signatory

 
Director



13. The parties hereby also place it on record & confirm that because this GPA 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 GPA arises, it shall be revoked only with mutual consent of the parties.
14. 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 block/tower and market / sale of the said allocated apartments.
15. That it is explicitly made clear that the powers hereby given shall be exercised by the General 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 / Executants or its directors, associates etc., by virtue of the powers conferred on the General Attorney and any such act if at all committed by the General Attorney shall be considered to have been done by the General Attorney in his own capacity and beyond any authority under this GPA.
16. Executants hereby undertakes and agrees to confirm and ratify all act done, deeds executed and things performed by the General Attorney lawfully by virtue of this General Power of Attorney and to remain bound by all such acts done, deeds executed and things performed by the General Attorney lawfully in exercise of the powers conferred on them through this GPA.

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

- DL-0520090053232
Shyam Lal
Chhotu Lal
- WITNESSES: IDNO-ZYH4847778 A/o-1585, Gali No.1,
Vijay Park mayapur
Rohi-55
1. Sanjay Gambhir
S/o Sh. Surendra Pal Gambhir
Add- H.No- b-1001, Antriksh Nature
(A-110) Police Station Sec-24 Noida
Tehsil Daulri Gautam Buddha Nagar
Pin-201308
LicNo-2268/05
2. Vikrant Kambay
S/o Sh. Brij Lal
Add- 89, Subhas Nagar
Distt- Yamuna Nagar.

For NIHO CONSTRUCTION LTD.

[Signature]

Authorized Signatory

EXECUTANTS

For Oxirich Construction Pvt. Ltd.

[Signature]

ACCEPTED Director

GENERAL ATTORNEY

Reg. No. 85 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 KAMBOJ



Certificate (Section 60)

Registration No.85 in Book No.4 Vol No 4,231

on page 97 to 104 on this date

20/01/2017 4:34:23PM

day Friday

and left thumb impressions has/have been taken in my presence.

[Handwritten signature]

Date 20/01/2017 16:26:41



Sub Registrar
Sub Registrar V
New Delhi/Delhi



1791344985



Memorandum

and

Articles of Association

of

OXIRICH CONSTRUCTION PRIVATE LIMITED

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U70102DL2006PTC148042

मैसर्स K GENIX BIOTECH PRIVATE LIMITED

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
K GENIX BIOTECH PRIVATE LIMITED

जो मूल रूप में दिनांक अठारह मार्च दो हजार छह को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
K GENIX BIOTECH PRIVATE LIMITED

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा
लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (अ) दिनांक 24.6.1985 एस्.आर.एन्. B05842350 दिनांक 05/03/2011 के द्वारा
प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
OXIRICH CONSTRUCTION PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा दिल्ली में आज दिनांक पांच मार्च दो हजार ग्यारह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, National Capital Territory of Delhi and Haryana

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U70102DL2006PTC148042

In the matter of M/s K GENIX BIOTECH PRIVATE LIMITED

I hereby certify that K GENIX BIOTECH PRIVATE LIMITED which was originally incorporated on Twenty Eighth day of March Two Thousand Six under the Companies Act, 1956 (No. 1 of 1956) as K GENIX BIOTECH PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B05842350 dated 05/03/2011 the name of the said company is this day changed to OXIRICH CONSTRUCTION PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi this Fifth day of March Two Thousand Eleven.



कम्पनी रजिस्ट्रार / Registrar of Companies

राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :
Mailing Address as per record available in Registrar of Companies office:
OXIRICH CONSTRUCTION PRIVATE LIMITED
G-114 NEW SARASWATI SOCIETY PLOT NO 26/1, SECTOR 9 ROHINI,
NEW DELHI - 110085,
Delhi, INDIA



सत्यमेव जयते

प्रारूप एक

Form 1

निगमन का प्रमाण पत्र

Certificate of Incorporation

U24232DL2006PTC148842

1928

सं०..... 1927

U24232DL2006PTC148842

No. 2005 - 2006

के. जेनिक्स बायोटेक प्राइवेट लिमिटेड ।

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज.....

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

K. GENIX BIOTECH PRIVATE LIMITED

I hereby certify that.....

is this day Incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the
Company is Limited. 7 चैत्र, 1928

मेरे हस्ताक्षर से आज ता०..... को दिया गया।

TWENTY EIGHTH

Given under my hand at..... NEW DELHI..... this.....

MARCH

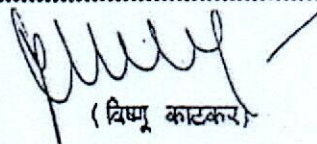
AND SIX

day of TWO THOUSAND



सहायक

Asst.


(विष्णु काटकर)

कम्पनी रजिस्ट्रार

Registrar of Companies -

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

N.C.T. OF DELHI & HARYANA

(THE COMPANIES ACT, 1956)
(COMPANY LIMITED BY SHARES)
MEMORANDUM OF ASSOCIATION

OF

OXIRICH CONSTRUCTION PRIVATE LIMITED

- I. The Name of the Company is OXIRICH CONSTRUCTION PRIVATE LIMITED
- II. The Registered Office of the Company will be situated in the National Capital Territory of Delhi.
- III. The objects for which the Company is established are :-
 - (A) **THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
 1. To carry on the business as owners, builders, collaborators, promoters, colonizers, developers, dealers in all field of land & properties such as agricultural, industrial, commercial and residential and promote & develop housing, industrial and multiplex projects, commercial, proprietors, occupiers and contractors, maintainers of residential, commercial and industrial buildings, colonies, malls and factory's buildings, workshops building, cinema's houses and deal in all kinds of immovable properties whether belonging to the Company or otherwise.
 2. To undertake and to carry on the business of purchasing, selling and developing any type of land or plot whether residential, commercial, industrial, rural or urban that may belong to company or to any other person of whatever nature and to deal in land or immovable properties of any description or nature on commission basis and for that purpose to make agreements to sell the land of the company or of any body else.
 3. To erect and construct houses, buildings or civil constructional works of every description on any land of the company or upon any other lands or immovable property and to purchase, take lease, acquire in exchange or otherwise own, hold, occupy, construct, erect, alter, develop, colonise, decorate furnish, pull down, improve, repair, renovate, build, plan, layout, set, transfer, mortgaged, charge assign, let out, sublet all type of lands, plots, buildings, hereditaments, bungalow, quarters, offices, flats, chawls, warehouses, godowns, shops, stalls, markets, hotels and restaurants, building, banquet halls, houses, structures, construction, tenements, roads, bridges, land, estates and immovable properties whether freehold or leasehold of any nature and description and where ever situated in way and partly consideration for a gross sum or rent or partly in one, in other or any consideration.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE :-

1. To purchase and otherwise acquire, own, import, all materials, substances, appliances, machines, containers and such other articles and apparatus and things capable of being used in any of the main business and to own, lease and otherwise acquire and use facilities of whatever kind as may be convenient or useful or conducive to the effective working of the main business of the Company.
2. To acquire, build, alter, maintain, enlarge, remove or replace and to work, manage and control any buildings, offices, factories, mills, shops, machinery and conveniences which may seem necessary to achieve the main objects of the company.
3. To buy, repair, alter, improve, exchange, import, works, plants, machinery, tools, utensils, appliances, apparatus, products, materials, substances, articles and things capable of being used in the main business of this company.
4. To purchase, take on lease or tenancy or in exchange, hire take, options over or otherwise acquire any estate or interests, whatsoever and to hold, develop work, concessions, grants, decrees, licences, privileges, claims, options, leases, property, real or personal or rights or powers of any kinds which may appear to be necessary for the main business of the Company.
5. To pay for preliminary and pre-incorporation expenses of the Company.
6. To exchange, mortgage, royalty or tribute, grant licences, easements, options and such other rights over and dispose of the whole or any part of the undertaking, property assets, rights and effects of the Company for such consideration as may be thought fit and in particular for stocks, shares debentures whether fully or partly paid up or securities of any other such company having objects whole or in part similar to those of the Company.
7. To pay for any rights or property acquired by the Company and to remunerate any person, firm or body corporate rendering services to the Company either by cash payment or by allotment to him or them of shares or securities of the Company as paid up in full.
8. To advance money, either with or without security and give credit to such persons (including Government) and upon such terms and conditions as the Company may deem fit, provided that the Company shall not carry on banking business within the meaning of Banking Regulations Act, 1949.
9. To undertake financial and commercial obligations, transactions and operations of all kinds.
10. To guarantee the performance of any contract or obligations and the payment of money or dividends and interest on any stock, shares or securities of any company.

corporation, firm or person in any case in which such guarantee may be considered directly or indirectly to further the main objects of the Company.

11. To guarantee the payment of money unsecured or secured or payable under or in respect of promissory notes, bonds, debenture stocks, contracts, mortgages, charges, obligations, instruments and securities of any company or of any Authority, Supreme, Municipal, Local or of any persons whether incorporated or not incorporated and to guarantee or become sureties for the performance of any contracts or obligations as may be necessary for the main business of the Company.
12. To subscribe for, acquire and hold shares, share-stock, debentures, bonds, debenture-stock, mortgages, obligations, securities of any kind issued or guaranteed by any company (Body corporate undertaking) of whatever nature and whatsoever constituted or carrying on the main business and to subscribe for, acquire and hold shares, debentures and debenture-stocks and debenture-bonds, mortgages, obligations and such other securities issued or guaranteed by any Government, trust, Municipal, local or such other authority or body of whatever nature, whether in India or elsewhere as may be conducive to the main business of the Company.
13. Subject to the provisions of section 77 of Companies Act, 1956 to invest other than investment in Company's own shares, any money of the Company not immediately required in any investments movable or immovable as may be thought proper and to hold, invest in shares or stock in the company as may be necessary for the main business of the Company.
14. Subject to Section 58A, 292, 293, 295 and 372A of the Act and the Regulations made thereunder and the directions issued by Reserve Bank of India to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures or debenture-stock (perpetual or otherwise) and to secure the payment of any money borrowed, raised or owing on the mortgage, charge or lien upon all or any of the property or assets of the Company (both present or future) including its uncalled capital and also by similar mortgage, charge or lien to secure and guarantee the performance by the Company, or any other such person or Company, of any obligation undertaken by the Company.
15. To draw, make, accept, endorse, discount, negotiate, execute and issue bills of exchange, promissory notes, bills of lading, debentures and other negotiable or transferable instruments or securities.
16. To apply for, purchase or otherwise acquire and protect, prolong and renew in any part of the world, any patents, patent rights, brevets d'inventions, trademarks, designs, licences, protections, and concessions conferring any exclusive or non-exclusive or limited right to their use of information as to any invention, process or privileges which may seem capable of being used for the main objects of the Company or the acquisition of which may seem calculated directly or indirectly, to benefit the company and to use, exercise, develop or grant licences or privileges in respect of the property, rights and information so acquired.
17. To spend money in experimenting upon and testing and improving or seeking to improve any patents, rights, inventions, discoveries, processes or information of the Company or which the Company may acquire or propose to acquire.

18. To do all or any of the main objects either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
19. To acquire and takeover all, or any part of the business property and liabilities of any person, firm or company carrying on or proposing to carry on any business which this Company is authorised to carry on or possess property, suitable for the main business of the Company.
20. To procure the registration or recognition of the company in or under the laws of any place outside India.
21. To form, incorporate or promote any company or companies whether in India or elsewhere having amongst its or their objects the acquisition of all or any of the assets or controls, management or development of the Company or any other such objects which in the opinion of the Company could or might directly or indirectly assist the Company in the management of its main business or the development of its properties or otherwise prove advantageous to the Company and to pay all or any of the costs and expenses incurred in connection with any such promotion or incorporation and to remunerate any person or company in any manner it shall think fit for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its main business or in about the promotion of any other such company in which the Company may have any interest.
22. Subject to the provisions of Sections 391 to 394 and 394A of the Companies Act, 1956, to amalgamate or to enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal with any person or persons of company or companies carrying on or engaged in the main business of the Company.
23. To enter into any arrangements and take all necessary or proper steps with Governments or with other such authorities, supreme, national, local, municipal or otherwise of any place in which the Company may have interests and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the Company or effecting any modification in the constitution of the company or for furthering the interests of the members and to oppose any such steps taken by any other such company, firm or person which may be considered likely, directly or indirectly, to prejudice the interest of the Company or its members, and to assist in the promotion whether directly or indirectly of any legislation which may seem advantageous to the company and to obtain from any such Government Authority and company any charters, contracts, decrees, rights, grants, loans, privileges, or concessions which the company may think it desirable to obtain and carry out, exercise and comply with any such arrangements, charters, decrees, rights, privileges or concessions.
24. To adopt such means of making known the main business of the Company as may seem expedient and in particular by advertising in the press by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
25. (a) To undertake and execute any trust, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise and vest any real or personal property, rights or interests acquired by or belonging to the company in

any person of Company on behalf of or for the benefit of the company and with or without any declared trust in favour of the Company.

- (b) To accept gifts including by way of awards/prizes from Govt. and semi-Govt. bodies and to give gifts and donations to create trust for the welfare of employees, members, directors and/or their dependents, heirs and children and for deserving object for and other persons.
- 26. To apply the assets of the Company in any way or towards the establishment, maintenance or extension of any association, institution or fund in any way connected with any particular trade or business or with trade or commerce and particularly with the trade, including any association, institution or fund for the interests of masters, owners and employers against loss by bad debt, strike, combustion, fire, accident or otherwise or for the benefit of any employee workman or others at any time employed by the Company or any of its predecessors in business or their families or dependents and whether or not in common with such other persons or classes of persons and in particular of friendly, co-operative and such other societies, reading rooms, libraries, educational and charitable institutions, dining and recreation rooms, churches, chapels, schools, and hospitals and to grant gratuities, pensions and allowances and to contribute to any funds raised by public or local subscription for any purpose.
- 27. To aid pecuniarily or otherwise, any association, body or movement having for an object the solution, settlement of industrial or labour problems or troubles or the promotion of industry or trade.
- 28. To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object of and for exhibition, subject to the provisions of Sections 293, 293A & 293B of the Act.
- 29. To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, and give, or procure the giving of donations, gratuities, pensions, allowances or emoluments to any person who are or were at any time in the employment or service of the Company or is allied to or associated with the company or with any such subsidiary Company or who are or were at any time Directors or officers of the company as aforesaid and the wives, widows, families and dependants of any such persons and also establish and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well-being of the Company or of any such other Company as aforesaid and make payments to or towards the insurance of any such persons as aforesaid and do any of the matters aforesaid, either, alone or in conjunction with any such other company as aforesaid.
- 30. To do all such other things as may be deemed incidental or conducive to the attainment of the main objects.

(C) THE OTHER OBJECTS ARE:-

1. To carry on, in any mode, the business of store-keepers in all its branches and in particular to buy, sell, and deal in goods, stores, consumable articles, chattels and effects of all kinds, both wholesale or retail.
2. To carry on business as importers and exporters of goods or merchandise of any description or to act as shippers, commission agents, advertising agents, travelling agents, transport agents, forwarding and clearing agents, brokers, estate agents and hardware merchants.
3. To carry on the business of manufacturers of and dealers of automobile parts, accessories, ancillaries, stores and spares and to engineer, develop, design assemble, manufacture, produce, import, and export, buy, sell, and otherwise deal in Tractors, Cars, Motorbikes, Cycles, Mopeds, petroleum and petroleum products, glass and glass products, Industrial, mining, agricultural and such other machines and all types of tools, plants, equipments, instruments, appliances and hardware of all kinds, general fittings, accessories and appliances of all description made of metal, alloy, glass, synthetic and such other fibers, chemical and PVC compounds, plastics or any such other material related thereto.
4. To carry on the business of electrical engineers, electricians, engineers, contractors, manufacturers, contractors, suppliers and dealers in electrical and such other appliances, cables, wire-lines, dry-cells, accumulators, lamps and works and to generate, accumulate, distribute and supply electricity for the purpose of light, heat motive power and for all other such purposes for which electrical energy can be employed and to manufacture, and deal in all apparatuses and things required for or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity, including in the term electricity all power that may be directly or indirectly, derived herefrom or may be incidentally hereinafter discovered in dealing with electricity.
5. To manufacture and/or produce and/or otherwise engage in the manufacture or production of or dealing in electrical kilowatt hourmeters, magnets, electromagnets, power cables, Industrial jewels, ammeters, voltmeters and such other types of measure instruments, electrical or non-electrical, die castings, screws, nuts, and bolts, transformers of all types, circuit-breakers, punched card machines, computers and calculators and their accessories, hoists, elevators, trolleys and coaches, winches, power generators, magnetic separators, winders, air compressors, welders fans of all types, switches and motors of all types, drills, electric grinders, air-conditioners, refrigerators, washing machines, television and wireless apparatus, such as radio receivers and transmitters, electronic instruments, videos, transistors and allied items, watches and clocks, cameras and any house-hold appliances and any equipment used in the generation, transmission and receiving of sound, light and electrical impulses, and components or parts thereof.
6. To carry on the business as mechanical engineers, machinists, fitters, millwrights, founders, wire drawers, tube metallurgist, saddlers, galvanizers, japanners, annealers, enamellers, electroplaters and painters.

7. To carry on a general business of providing comparative information about the characteristics, interest or such other attributes of individuals, communities, organisations, countries or such other social units and of any articles or commodities or economic trends or persons whatsoever, to design, invest, prepare, own, make and on lease, sell or otherwise dispose of and generally to deal in and with computers, data processing machines, tapes, cards, memory equipment or any other such equipment and materials of every kind and description useful in connection with the business, to license or otherwise authorise others to engage in the foregoing, and to engage in general research and development in areas related to or involving the foregoing.
8. To grow, take on lease, acquire, develop, deal in plantations and to process in all aspects, timber wood, plywood and all kinds of wood and to make products where wood is constituent part and to design, develop, fabricate any products involving the use of wood.
9. To produce, manufacture, use, or otherwise acquire, sell, distribute, deal in and dispose of, alkalies and acids, gases, compounds, fertilizers, chemical and chemical products of every nature and description and compounds, intermediates, derivatives and by-products thereof and products to be made therefrom (hereinafter for convenience referred to generally as, chemicals and products) including specifically, but without limiting the generality of the foregoing calcium carbide, calcium cyanamide, vat, solubilised vat, azoic salts, naphthols, all types of floatation reagents, wetting agents, insecticides and fumigants, plastics and resins, dyestuffs, explosives, catalytic agents, foods, direct colours, basic and rapid fast colours, pigments, drugs, biologicals, pharmaceuticals, serums, vitamin products, hormones, sutures, ligatures, drugs for disease or disabilities, in men or animals, and products derived from phosphate mines, limestones, quarries, bauxite-mines, petroleum, natural gas and such other natural deposits useful or suitable in the manufacture of chemicals and chemical products as hereinabove defined.
10. To manufacture, produce, refine, prepare, store, sell and to trade and deal in petroleum and all kinds of mineral oils, all products and by-products thereof such as wax, paraffin, soap, paint varnish, lubricants, illumination and butter substitutes, oil cloth, candles, glycerene, steaming and in connection therewith to acquire, construct, repair, operate and use oil and such other refineries, buildings, mills, factories, oil wells, derricks, distilleries, ghanies, rotaries, expellers, mechanical or hydraulic press.
11. To carry on business of manufacturers and dealers, importers and exporters of natural and synthetics resins, moulding powders, adhesives and cements, oil paints, distempers, cellular paints, colours, varnishes, enamels, gold and silver leaf enamels, spirits, tobacco, cigars, snuff, soap, cosmetics, perfumes, medicines, drugs, dyes, fats, waxes hides, skins and leather and such other allied articles thereof.
12. To carry on development and research work and to manufacture, process, import, export, buy, sell, and deal in petroleum, coke, calcined, coke and coaltar, anthracite coal and to draw out, manufacture and deal in coaltar, canlion products and such other by-products as may be possible and to utilise waste gases for industrial uses and purposes.

13. To engineer, develop, design, assemble, manufacture, produce, import, export, buy, sell, operate, run, let on hire and otherwise deal in :
 - (a) all kinds of earth moving and agricultural machines, petrol and diesel engines, tools, plants, tractors, equipments, spares, appliances, impliments, accessories, mobile or otherwise;
 - (b) heavy vehicles and machines for agricultural and land reclamation, drainage, irrigation, water works, engineering, forest clearing, pumping and such other purposes of all types;
 - (c) spraying machines, vehicles and equipments whether mobile or otherwise;
 - (d) mobile workshops and garage equipments for repair and service machinery;
 - (e) tubewells, pumps, floating or otherwise, motors and irrigation machinery;
 - (f) transportation equipments for movements of its products or stores, machines or personnel and as general purpose freight carriers;
14. To undertake the business of distribution and application of chemicals, fertilizers and pesticides, aerial or otherwise and to maintain and run vehicles, aeroplanes and equipments for spraying and to run the said vehicles and aeroplanes for hire and as passenger carrying crafts also.
15. (a) To construct a cinematography theatre and such other building and works and conveniences, for said purpose thereof and to manage, maintain and carry on the said theatre and to let out other such buildings when so erected or constructed.
- (b) To carry on the business as proprietors and managers of theatres (cinemas, picture places and concert halls) and to provide for the production, representation and performance (whether by mechanical means or otherwise) of operas, stage plays, operators, burlesques, vaudevilles, revues, ballets, pantomimes, spectacular pieces, promenade, and such other concerts, musical and dramatic performance and entertainments of all types.
- (c) To carry on the business of restaurant keepers, wine, and spirit merchants, licensed victuallers, theatrical agents, box office keepers, dramatic and musical literature publisher and printers.
- (d) To manufacture films and such other appliances and machines in connection with mechanical reproduction or transmission of pictures, movements, music and sounds and to organise and conduct theatrical production and entertainment of all kinds.
- (e) To enter into agreements with author or other persons, for the dramatic or other rights of operas, plays, films, operatus burlesque, vaudevills, revues, ballet, pantomimes, spectacular pieces, musical compositions and such other dramatic and musical performances and entertainments or for the representation thereof in India and elsewhere, as well as of foreign rights and to enter into agreements of all kinds with artists and such other persons related thereto.
16. To carry on business as tourists, agents and contractors and to facilitate travelling and to provide for tourists and travellers and promote the provision of conveniences of all

kinds in the ways of through tickets, circular tickets, sleeping cars or berths, reserved places, hotel and lodging accommodation, guides, safe deposits, inquiry bureaux, libraries, lavatories, reading room, baggage transport and otherwise.

17. To carry on the business of hotel, restaurant, cafe, tavern, beer house, restaurant room, boarding and lodging house keepers and beer merchants, maltsters, manufacturers of aerated minerals and artificial waters and such other drinks purveyors, caterers, for public amusements general coach, cab, carriage and motor-car proprietors, livery stable and garage keepers, importers and brokers of food, live and dead stock, hairdressers, perfumers, chemists, proprietors of clubs, baths, dressing rooms, laundries, reading, writing and newspaper rooms, libraries, grounds and places of amusements and recreation, sport, entertainment and instruction of all kinds tobacco and cigar merchants, agents for railways road, air and shipping companies and carriers, theatrical and opera-box office proprietors and general agents and to provide services and facilities of all kinds on commercial basis that may be required for the tourist and entertainment industry.
18. To promote, establish, acquire and run or otherwise carry on the business of any plastic or rubber industry or business of manufacture of materials for use in such industries or business such as wax, paper, bakelite, plywood, celluloid, products, chemicals of all sorts and such other articles or things and similar or allied products, or process thereof.
19. To carry on business of processors, combers, spinners, weavers, knitters, manufacturers, dyers, bleachers, finishers, laminators, balers and pressers of any fibrous or textile material whether an agricultural or animal or natural products or its by-products or chemical or synthetic fibre and more specially jute, hemp, silk, cotton, wool, mesta, nylon, terene, terylene, staple fibre or such other synthetic fibre and to manufacture and produce from such raw material or textile material and to carry on the business of buyers, sellers and dealers of all such raw or processed or semi-processed material and to transact all manufacturing, cutting and preparing, process and mercantile business that may be beneficial to the said business.
20. To carry on the businesses of transport, cartage and haulage contractors, garage proprietors, owners and charters of road vehicles, aircrafts, ships, tugs, barges, and boats of every description, lightermen, carriers of goods and passengers by road, rail, water or air, carmen, cartage contractors, stevedores, wharfingers, cargo superintendents, packers, haulers, warehousemen, store-keepers, and jobmasters.
21. To carry on the business of farming, horticulture, floriculture, sericulture, dairies, cultivators, of all kinds of foodgrains, seeds, fruits, proprietors of orchards and traders, exporters, dealers, and sellers of the products of farming, dairy, horticulture, floriculture, sericulture and pisciculture and fishing and manufacturers of drinks, alcoholic or otherwise, including beverages produced from such products or otherwise, to carry on the business of cultivators, growers, manufacturers, millers, grinders, rollers, processors, cold stores, canners and preservers and dealers of food grains and such other agricultural, dairy, horticultural and poultry products, fruits, vegetables, herbs, medicines flowers, drinks, fluids, and other fresh and preservable products and to extract bye-products and derivatives whether edibles, pharmaceutical medicines or any such other kind or nature whatever and food preparations of every kind and description and generally the business or manufacture of and trading in preserved, dehydrated, canned or converted

agricultural products, fruits and vegetables, foods, dairy and poultry products and articles and such other derivatives, of all kinds and descriptions and to set up and run machinery for processing and preserving the same.

22. To establish experimental farms and research stations anywhere in India for conducting experiments, tests and research for developing, better qualities of foodgrains and agricultural products and for developing milk strain in cattle by cross breeding or otherwise and increasing eggs laying capacity in poultry and also for finding such other ways and means of improving other such agricultural crops, produce, seeds, fodder crops and cattle feed of all kinds.
23. To manufacture, process, chemically, electrically or by any other such means refine, extract, hydrolize, manipulate, mix, deodries, grind, bleach, hydrogenate, buy, sell, import, export, produce or otherwise deal in seeds and agricultural products, food products, dietetic products and preparations of patent drugs and proprietary articles of all kinds, whether basic or derived and in all forms and in particular protein foods of all kinds and all other such ingredients thereof.
24. To buy, sell deal in shares and securities, foreign exchange, gold, silver cotton, jute, hessian, oil, oils-seeds and hold them as permitted under the law, from time to time, in force.
25. To organise, run, maintain operate, promote the business of interior decorators, furniture and carpet designers and manufacturers, boutiques, operators of fashion centres, fashion shows and to make, acquire, deal in any way in handicrafts, objects of art, precious stones, jewellery, whether artificial or otherwise and articles wherein precious metals or precious stones may be used, in textile fabrics and to manufacture and deal in any products as are dealt in by boutiques, fashion shows and interior decorators.
26. To establish, provide, maintain and conduct research and such other laboratories, training colleges, schools and such other institutions for the training, education and instruction of students and others who may desire to avail themselves of the same and to provide for the delivery and holding of lectures, demonstrations, exhibitions, classes, meetings and conferences in connection therewith.
27. To be interested to promote or undertake the formation and establishment and to take hold and dispose of shares in such organisations, institutions, business or companies whether industrial, hoteliers, restaurants, agricultural, trading, manufacturing or otherwise as may be considered to be conducive to the profit and interest of the company and also to acquire, promote, aid, foster, subsidise or acquire interests in any such industry or undertaking.
28. To acquire from or sell to any person, firm or body corporate or unincorporate, whether in India or elsewhere technical and managerial information, know-how, processes, engineering, manufacturing, operating and commercial data plans, layouts and blue prints useful for the design, erection and operation of any plant or process of manufacture and to acquire and grant or license or such other rights and benefits in the forgoing matters and things and to render any kind of management and consultancy services.
29. To carry on business as general, commercial, colour, craft and graphers, photographers, engravers, diemakers, publishers of newspapers, books, magazines, art and

musical production, plan and chart printers, press and advertising agents, contractors, ink, die and colour manufacturers, manufacturers and dealers in containers and components and dealers in printing machines, type and all printers supplies, book binders and stationers and dealers in all kinds of supplies and equipment for mercantile and such other uses thereof.

30. To carry on the business of, manufacturers of and dealers in all kinds of classes of paper and pulp such as sulphate and sulphate wood pulp, mechanical pulp and soda pulp and paper such as transparent, vellum, writing, printing glazed, absorbent, news printing, wrapping, tissue, cover, blotting, filter, bank or bond, badami, brown, buff or coloured, lined, azure laid, grass or waterproof, hand made parchment, drawing, crafts, carbon, envelope, and box and straw duplex and triplex boards and all kinds of articles in the manufacture of which in any form pulp, paper or board is used and also to deal in or manufacture artificial leather of all varieties, grades and colour.
31. To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company constituted or carrying on business in the Republic of India or elsewhere any debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any Government, sovereign-ruler, commissioners, public body or authority, supreme municipal, local or otherwise, whether at home or abroad, to acquire any such shares, stocks, debentures, debenture stocks, obligations or securities by original subscription, tender, purchase, exchange or otherwise and subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incidental to the ownership thereof, to issue shares, debenture stocks, bonds, obligation and securities of all kinds and to frame, constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise and to charge or secure the same by trust deed or otherwise on the undertaking of the company, or upon any specific property and rights, present and future of the company (including, if thought fit, uncalled capital) or otherwise however; to export, import, buy, sell, barter, exchange, pledge, make advance upon, invest in and otherwise deal in gold, silver, bullion, stocks, shares, securities of all kinds and description.
32. To secure sound investments of foreign capital in Indian undertakings and enterprises and Indian Capital in foreign undertakings and enterprises
33. To carry on the profession of consultants on management, employment, engineering industry and technical matters to industry and business and to act as employment agents.
34. To carry on the business as manufacturers of or dealers in glass products such as sheet and plate glass, optical glass, glass wool, laboratory ware and Thermometers.
35. To carry on the business as manufacturer of, agents or dealers in leather, leather products, textiles and grains such as man-made fibres, cotton, silk, jute, woollen, synthetics foodgrains and products thereof, oils of all kinds, seeds and pulses.
36. To undertake and transact all kinds of agency business and to carry on and promote any business, commercial or otherwise, under sound principles and/or to act as distributors, agents, underwriters, brokers, estate agents, middlemen, contract man, representation

and indenting agents on commission, allowance, as may be deemed fit in all commodities, merchandise and such other allied articles/lines of business.

37. Subject to the approval of RBI under Reserve Bank of India Act, 1934 as amended by RBI (Amendment) Act, 1997 to undertake, manage, finance or otherwise carry on either individually or in association in any manner with any other person or Government authority, programme of Rural Development in India including any programme for promoting the social and economic welfare of, or the uplift of the public in any rural area, and without prejudice to the generality of the foregoing to subscribe, donate, establish, provide, maintain, conduct, subsidise, undertake, associate with carry on and promote studies, research, experimental work and application of technology, in any field of human endeavour, by establishing, endowing or assisting workshops, laboratories, schools, hospitals, first-aid centres and other technical, scientific, agricultural or any other institutions and bodies for the development of education, medicine, human welfare, agriculture, horticulture, animal husbandry, dairy products, cottage, small-scale and any other industry and in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the company to or in favour of any Public or Local Body or Central or State Government or any Public institution recognised or approved by the Central or State Government or established under any law for the time being in force.
38. To undertake, carry out, promote and sponsor or associate with or assist any activity for the promotion and growth of national economy and for discharging what the Directors may consider to be social and moral responsibilities of the company to the Public or any section of the Public as also any activity which the Directors consider likely to promote national welfare or social, economic or moral uplift of the Public or any section of the public and in such manner and by such means as the Directors may think fit and the Directors may without prejudice to the generality of the foregoing, undertake carry out, promote and sponsor any activity for publication of any books, literature, newspapers or for organising lectures or seminars likely to advance these objects or for giving merit awards, for giving scholarships, loans or any other assistance to deserving students or other scholars or persons to enable them to prosecute studies or academic pursuits or their researches and for establishing, conducting or assisting any institution fund, trust, person or Government authority having any one of the aforesaid objects as one of the objects by giving donations or otherwise in any other manner, and the Directors may at their discretion, in order to implement any of the above mentioned objects or purposes, transfer without consideration or at such fair or concessional value as the Directors may think fit and divest the ownership of any property of the company to or in favour of any Public or Local Body or Authority or Central.
39. To instal the Electric furnaces for melting steel scrap and for producing steel castings and for re-rolling mild steel sections.
40. To manufacture steel castings of all kinds such as used for Textile Machine parts, Railways, Tramway, Motor parts, Tractors, Sugar Industry and Cement industry machinery parts.
41. To manufacture bolts, nuts, buckets, kerais, gate channels and to carry on the business of fabrication of steel and its by products.

42. To weld steel tubes and boring of different steel and galvanising iron sections.
 43. To manufacture utensils and such other goods of all kinds of brass, bronze, copper and other metals and alloys.
 44. To carry on business of importing and exporting machinery, plants tools, implements, metal goods, hardware and plumbing material and to sell, let out the otherwise deal in such imported goods or articles.
 45. Subject to the approval of RBI under Reserve Bank of India Act, 1934 as amended by RBI (Amendment) Act, 1997 to carry on the business as financiers (not amounting to banking business within the meaning of Banking Regulations Act, 1949) by way of loaning, lending, and advancing money, to industrials, individuals, commercials and other enterprises.
 46. To carry on the business of mechanical fitters, wire drawers, galvanizer, japaneers, annealers, enamellers and packing case makers.
 47. To carry on the business of leasing and hire purchase and to acquire, to provide on lease or to be provided on hire purchase basis all types of industrial and offices plants, equipments, machinery, vehicles, buildings and real estate, required for manufacturing, processing, transportation and trading business and other commercial and service business.
 48. To build, construct, establish, own, purchase, sell, take on lease or exchange or otherwise acquire, hold, maintain and manage industrial, commercial or residential buildings, apartment houses, hotels, motels, hostels, restaurants, factory premises godowns, golas, warehouses, flats, hostels, boarding houses, clubs, pleasure grounds and amusement parks, theatres, cinemas or such other show houses, meeting or lecture halls, libraries, dharamshalas and sarais, health resorts and sanatoriums, gardens, swimming pools and baths, huts Bazar and markets, melas and exhibition and to let, sublet, give on lease or otherwise to permit use and occupation of the same for rent or hire charges and to provide for the tenants and occupiers thereof all or any of the conveniences commonly provided in residential, commercial and industrial quarters.
- IV. The Liability of the members is Limited.
 - V. The Authorised Share Capital of the Company is Rs. 2,00,00,000/- (Rupees Two Crore) divided into 20,00,000 (Twenty Lacs) Equity Shares of Rs. 10/- (Rupees Ten) each.

We, the several persons, whose names and addresses, are subscribed, hereto are desirous of being formed into a Company in pursuance of THIS MEMORANDUM OF ASSOCIATION, and we respectively agree to take the number of shares in the Capital of the Company, set opposite our respective names :-

| S. No. | Name, Addresses Description and Occupation of each subscriber | Number and type of Shares Equity | Signature of Subscribers | Name, Addresses Description and Signatures of witnesses |
|--------|--|----------------------------------|--------------------------|---|
| 1. | Mr. Ashwani Kapoor S/o Late P.K. Kapoor G-114, New Saraswati Society, Plot 26/1, Sector-9, Rohini, New Delhi Occupation: Service | 5000 (Five Thousand) | Sd/- | I hereby witness the signature of both the subscribers Sd/- Sanjeev Bhargava S/o K. S. Bhargava Chartered Accountant R/o B-316, Sarswati Vihar Pitam Pura Delhi-110034 M. No. 82749 |
| 2. | Mrs. Reema Kapoor W/o Dr. Ashwani Kapoor G-114, New Saraswati Society, Plot 26/1, Sector-9, Rohini, New Delhi Occupation: Service | 5000 (Five Thousand) | Sd/- | |
| | Total | 10,000 (Ten Thousand) | | |

Place : New Delhi

Dated : 11-03-2006

(THE COMPANIES ACT, 1956)

(COMPANY LIMITED BY SHARES)

ARTICLES OF ASSOCIATION

OF

OXIRICH CONSTRUCTION PRIVATE LIMITED

I. PRELIMINARY

1. Subject as hereinafter provided, the Regulations contained in Table 'A' in the Schedule 'I' to the Companies Act, 1956 shall apply to the Company.

II. INTERPRETATION

2. (1) In these Regulations :-
 - (a) "The Act" means the Companies Act, 1956 as amended, from time to time.
 - (b) "The Directors" means the Directors of the Company and include persons occupying the position of Directors by whatever name called.
 - (c) "The Seal" means the common seal of the Company.
- (2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any Statutory modifications thereof in force.

III. PRIVATE COMPANY

3. The Company is a Private Company within the meaning of Section 2 (35) and 3 (1) (iii) of the Companies Act, 1956 and accordingly :-
 - (a) No invitation shall be issued to the public to subscribe for any shares in or debentures of the Company.
 - (b) The number of members of the Company (exclusive of persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased) is limited to fifty; provided that for the purposes of this definition where two or more persons jointly hold one or more shares in the Company, they shall be treated as a single member ; and

- (c) The right to transfer the shares of the Company is restricted in the manner and to the extent hereinafter appearing.
- (d) Prohibits any invitation or acceptance of deposits from persons other than its members, directors or their relatives.

IV. CAPITAL

- 4. The Authorised Share capital of the Company shall be such amount and be divided into such shares as may, from time to time, be provided in clause V of Memorandum of Association payable in the manner as may be determined by the Directors, from time to time, with power to increase, reduce, sub-divide or to repay the same or to divide the same into several classes and to attach thereto any right and to consolidate or subdivide or re-organise the shares subject to the provisions of the Act, to vary such rights as may be determined in accordance with the regulations of the Company. The minimum paid up capital of the Company will be Rs. 1,00,000/- (Rupees One Lac only)
- 5. The share shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms as the Directors think fit and to give any persons any shares whether at par or at premium and for such consideration as the Directors think fit.
- 6. Subject to these presents and the provisions of the Act, the shares of the Company whenever issued shall be under the control and at the disposal of Directors who may allot, issue or otherwise dispose of the same or any of them to such persons or on such terms and conditions and at such times and at par or premium or discount as they may, from time to time, think fit and proper, may also allot and issue shares in capital of the Company in payment or part payment for any property sold or transferred to or for services rendered to the Company in or about the conduct of its business and the shares which may be so allotted may be issued as fully paid up shares and if so issued deemed to be fully paid up shares.

V. TRANSFER AND TRANSMISSION OF SHARES

- 7. Subject to the provision of Section 108 of the Companies Act 1956 any member desiring to sell any of his shares must notify to the Board of Directors of the number of shares, the fair value and the name of the proposed transferee and the Board must offer to the other shareholders, the shares offered at the fair value and if the offer is accepted, the shares shall be transferred to the acceptors and if the shares of any of them are not so accepted within one month from the date of notice to the Board, the members proposing transfer shall, be at liberty; subject to Articles 8 and 9 hereof, to sell and transfer the shares to any person at the same or at a higher price.

In case of any dispute, regarding the fair value of the share it shall be fixed and decided and by the Company's Auditors whose decision shall be final.

- 8. No transfer of shares shall be made or registered without the previous sanction of the Directors, except when the transfer is made by any member of the Company to another member or to a member's spouse or child or children or his/her heirs and Directors may decline to give such sanction without assigning any reason, subject to Section 111 of the Act.

9. The Directors may refuse to register any transfer of a share (1) where the Company has a lien on the share, or (2) where the share is not fully paid up share, subject to Section 111 of the Act.

VI. GENERAL MEETINGS

10. All General Meetings, other than Annual General Meeting shall be called Extra-ordinary General Meetings.
11. (1) The Board of Directors may, whenever it thinks fit, call an Extra-ordinary General Meeting.
- (2) If at any time there are not within India Directors capable of acting who are sufficient in number to form a quorum, any Director or any two members of the Company may call an Extra-ordinary General Meeting in the same manner, as nearly as possible, as that in which a meeting may be called by the Board of Directors.
- (3) Subject to Sections 190, 171 and 219 of the Act, all General Meetings may be called by giving to members clear three days notice in writing except where such condition is waived off unanimously by all members in writing in the meeting.

VII. PROCEEDINGS AT GENERAL MEETINGS

12. (1) No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (2) Subject to regulation 49 of Table 'A' at least two members present in person shall be a quorum.
13. The Chairman, if any, of the Board of Directors shall preside as Chairman of every General Meeting of the Company.
14. If there is no such Chairman, or if he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to sit as Chairman of the meeting, the Directors present shall elect one of their members to be the Chairman of the meeting.
15. If at any meeting, no Director is willing to act as Chairman or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairman of the meeting.
16. (1) The Chairman may with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meeting, from time to time and from place to place.
- (2) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (3) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (4) Save as aforesaid, it shall not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

17. In the case of equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall not be entitled to a second or casting vote.
18. Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll.

VIII. DIRECTORS

19. The Business of the Company shall be managed by the Directors who may pay all expenses incurred in getting the Company registered and may exercise all such powers of the Company as are not restricted by the Act or any statutory modification thereof for the time being in force or by these Articles required to be exercised by the Company in general meeting subject nevertheless, to any regulations of these Articles, to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions as may be prescribed by the Company in general meeting. Nothing shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
20. The First Directors of the Company shall be :
 1. Ashwani Kapoor
 2. Reema Kapoor
21. Subject to the provisions of section 313 of the Act, the Board of Directors shall have power to appoint an alternate Director to act for a Director during his absence for a period of not less than three months from the state in which meetings of the Board are ordinarily held.
22. The Directors shall not be required to hold any qualification shares in the Company.
23. Each Director shall receive out of the funds of the company by way of sitting fee for his services a sum in accordance with the provision of the Companies Act 1956 and Rules made thereunder for every meeting of the Board or any committees of Directors attended by him.
24. The Director shall also be paid travelling and other expenses of attending and returning from meetings of the Board (including hotel expenses) and any other expenses properly incurred by them in connection with the business of the Company. The Directors may also be remunerated for any extra services done by them outside their ordinary duties as Directors, subject to the provisions of Section 314 of the Act.
25. If any Director, being willing shall be called upon to perform extra services or special attention for the purpose of the Company, the Company may, subject to Section 314 of the Act, remunerate such Director which either in addition to or in substitution for remuneration to which he may otherwise be entitled.

26. Subject to Sections 297 and 299 of the Act, no Director shall be disqualified by his office from contracting with the Company, nor shall any such contract entered into by or on behalf of the Company, in which any Director shall be in any way interested, be avoided nor shall any Director contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relations thereby established but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract is determined if his interest then exists or in any other case at the first meeting of the Directors after he acquires such interest.
27. The Directors shall have the power, at any time and from time to time, to appoint any person as Additional Director in addition to the existing Directors but so that the total number of Directors shall not be less than two and not more than twelve at any time. Any Director, so appointed, shall hold office only till the next following annual general meeting but shall be eligible thereof for election as Director.
28. Subject to Section 197A of the Act, the Directors may, from time to time, appoint one or more of them to the office of Managing Director on such terms and conditions and at such remuneration as they may think fit.

IX. PROCEEDINGS OF DIRECTORS

29. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business and the place and manner in which the meeting shall be called. Minimum two Directors or one third of its total strength which ever is higher, present in accordance with Section 287 of the Act, shall form a quorum. Subject to the provisions of the Act, questions arising at any meeting shall be decided by majority of votes, in case of an equality of votes, the Chairman shall have a second or casting vote.
30. A Director may and on the request of a Director, the Secretary, if any, shall at any time summon a meeting of Directors. A Director who is not in India shall not be entitled to a notice of a meeting of the Directors.
31. The Director may from time to time elect a Chairman who shall preside at the meetings of the Directors and determine the period for which he is to hold office, but if no such Chairman is elected or if at any time, the Chairman is not present, the directors present shall choose one of their members to be the Chairman of such meeting.
32. Except a resolution which the Companies Act, 1956 requires it specifically to be passed in a board meeting, a resolution in writing signed by the majority of the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted, subject to section 289 of the Act.

X. POWERS OF THE DIRECTORS

33. Subject to Section 292 of the Act, the Directors shall have the power to delegate any of their powers to such managers, agents or other persons as they may deem fit and may at their own discretion revoke such powers.

34. The Directors shall have powers for the engagement and dismissal of managers, engineers, clerks and assistants and shall have power of general direction, managements and superintendence of the business of the Company with full power to do all such acts, matters and things deemed necessary, power or expedient for carrying on the business and concern of the Company, and to make and sign all such contracts and to draw and accept on behalf of the Company all such bills of exchange, hundies, cheques, drafts and other Government papers and instruments as shall be necessary proper or expedient for the authority and direction of the Company except only such of them as by the Act or by these presents which are expressly directed to be exercised by share-holders in the general meeting.

XI. INSPECTION OF ACCOUNTS

35. (1) The Board of Directors shall cause proper books of accounts to be maintained under Section 209 of the Act.
- (2) The Board of Directors shall, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations all books of the Company, or any of them, shall be open to the inspection of members not being directors.
- (3) No member (not being a director) shall have any right of inspecting any account book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meetings.

XII. SECRECY

36. Every manager, auditor, trustee, member of a committee, officer, servant, agent, accountant or any other person employed in the business of the Company shall, if so required by the Board of Directors, before entering upon his duties, sign declaration pledging himself to observe strict secrecy respecting all transactions of the company with its customers and the state of accounts with individuals and in matters relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Directors or by any general meeting or by the laws of country and except so far as may be necessary in order to comply with any of the provisions in these presents of the Act.

XIII. BORROWING POWERS

37. Subject to section 58A and 292 of the Act, and the Regulations made thereunder and Directions issued by the R.B.I. the Directors shall have the power, from time to time and their discretion, to borrow, raise or to secure the payment of any sum of money for the purpose of the Company in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or bonds of the Company or by mortgage charged upon all or any of the properties of the Company both present and future including its uncalled capital for the time being.

XIV. OPERATION OF BANK ACCOUNTS

38. The Directors shall have the power to open bank accounts, to sign cheques on behalf of the Company and to operate all banking account of the Company and to receive payments, make endorsements, draw and accept negotiable instruments, hundies, bills or may authorise any other persons to exercise such powers.

XV. BALANCE SHEET AND PROFIT AND LOSS ACCOUNT

39. The directors shall lay before each Annual General Meeting, Profit and Loss Account and Balance Sheet for the financial year of the company and Balance Sheet made upto the end of the financial year only and audited by a qualified auditor under the provisions of the Act.

XVI. AUDIT

40. The first auditors of the Company shall be appointed by the Board of Directors within one month after its incorporation who shall hold the office till the conclusion of first annual general meeting.
41. At each Annual General Meeting of the company, the company shall appoint auditors to hold office from the conclusion of the Annual General Meeting to the next Annual General Meeting.
42. The Directors may fill up any casual vacancy caused by death in the office of the Auditors.
43. The remuneration of the auditors is to be fixed by the company in the Annual General Meeting except that the remuneration of the first or any auditors appointed by the Directors may be fixed by the Directors.

XVII. THE SEAL

44. (1) The Board of Directors shall provide for the safe custody of the seal of the Company.
- (2) The seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors or of a committee of the Board authorised by it on their behalf and except in the presence of one director who shall sign every instrument to which the seal of the Company is so affixed. The shares certificates will, however be signed in accordance with Rule 6 of the Companies (Issue of Share Certificates) Rules, 1960.

XVIII. WINDING UP

45. (1) On the winding up of the Company, the liquidator may, subject to the provisions of the Act, divide amongst the members in specie or otherwise the whole or any part of the assets of the Company, whether they shall consist of property of the same kinds or not.

- (2) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.
- (3) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator shall think fit but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

XIX. INDEMNITY

46. Subject to Section 201 of the Companies Act, 1956, the Chairman, Directors, Auditors, Managing Directors, and other officers for the time being of the Company and any trustees for the time being acting in relation to any of the affairs of the Company and their heirs, executors, shall be indemnified out of the assets and funds of the Company from or against all benefit suits, proceedings, costs, charges, losses damages and expenses which they or any of them shall or may incur or sustain by reason of any act done or committed in or about the execution of their duties in their respective offices except those done through their wilful neglect or default or decert. Any such officer or trustee shall not be answerable for acts, omissions, neglects or defaults of any other officer or trustee.

| S. No | Name, Addresses Description and Occupation of each subscribers | Signature of Subscribers | Name, Addresses Description and Signatures of witness |
|-------|--|--------------------------------|--|
| 1. | Mr. Ashwani Kapoor S/o Late P.K. Kapoor G-114, New Saraswati Society, Plot 26/1, Sector-9, Rohini, New Delhi Occupation: Service | Sd/- | |
| 2. | Mrs. Reema Kapoor W/o Dr. Ashwani Kapoor G-114, New Saraswati Society, Plot 26/1, Sector-9, Rohini, New Delhi Occupation: Service | Sd/- | <p>I hereby witness the signature of both the subscribers</p> <p>Sd/- Sanjeev Bhargava S/o K.S. Bhargava Chartered Accountant R/o B-316, Sarswati Vihar Pitam Pura Delhi-110034 M. No. 82749</p> |

Place : New Delhi

Dated : 11-03-2006



दिल्ली DELHI

P 933310

This **AGREEMENT FOR CONSTRUCTION** is made and executed at New Delhi on this 8th day of September, 2011

BETWEEN

NIHO Construction Ltd., a company incorporated under the Companies Act, 1956, having its registered office at X-22, Hauz Khas, 1st Floor, New Delhi, its director and duly Authorized Signatory Mr. JayPrakash Mangtani S/o Late Shri. Jagandas Mangtani Vide resolution dated 9th February, 2011 hereinafter referred to as 'First Party' ((which expression shall mean and include its representatives, nominees, successors and assigns) of the First Part.

AND

M/s. Oxirich Constructions Pvt. Ltd., a company incorporated under the Companies Act, 1956. and having its Registered Office at 21, Satya Niketan, New Delhi-110021, through its director and duly Authorized Signatory Shri Vikas Dua Vide resolution dated 16th April, 2011 (hereinafter referred as 'Second Party' (which expression shall mean and include its representatives, nominees, successors and assigns) of the Second Part.

Whereas by virtue of various sale deed/agreements for sale/development agreement/arrangements between the First Party and M/s SV Liquor (India) Ltd. and others have acquired right, title and interest in various pieces and parcels of lands land comprised in Khasra Nos. 519, 527/4, 528, 530, 532, 544 to 559 and admeasuring about 67,000 sq.mts in all admeasuring about 67,000 sq.mts. Situate, lying and being in Village Mohiudinpur Kanawani District Ghaziabad, U.P. (herein after referred to as "entire land").

And whereas by virtue of the said right, title and interest, the First Party got approved plans in respect of part of the said entire land comprised in Khasra Nos. 527/4, 528, 549 to 554, 556, 557 to 559 and admeasuring about 40,653 sq.mts. forming part of the said entire land (herein after referred to as "project land") and developed a project namely "Scottish Gardens"(herein after referred to as the said project).

For NIHO CONSTRUCTION LTD.

For OXIRICH CONSTRUCTION PVT. LTD.


Director


Authorised Signatory

And whereas the First Party has submitted for approval revision (herein after referred to as the revised project) in the plan which entitles them to develop among others 4 buildings on land comprised in Khasra Nos. 527/4, 528, 549 to 554, 556, 557 to 559 and admeasuring about 42649 sq.mts. forming part of the said entire land. The 4 buildings and land beneath the same comprised in Khasra No. 550 (part), 551(part), 552 (part), 554 (part) and admeasuring about 4355 sq.mts. (herein after referred to as "subject buildings" and "subject land" respectively). Details of the Jamabandis, Khasaras, girdawaris are given in Schedule-II of the agreement. Building lay of the said project with subject buildings marked in red and proposed building plans are enclosed at Annexure II.

And whereas the First Party by virtue of sale deed/agreement for sale/other arrangements has acquired right title interest in respect of the said subject land and thereby entitled to enter into this arrangement in respect of the subject buildings. Details of the title documents are also given in Schedule-II of the agreement

And whereas the First Party is desirous of getting development and construction of the said subject buildings on the said subject land on collaboration basis and the Second Party has agreed to enter into such arrangement on terms and conditions as mentioned herein after.

And whereas First Party had entered into a Memorandum of Understanding dated 21.02.2011 with M/s.RSG Realtors Pvt. Ltd., an associate company of the Second Party incorporating broad terms of collaboration arrangements.


And whereas since agreement is being executed between the First Party and Second Party the MoU between M/s.RSG Realtors Pvt. Ltd. And First Party has since been cancelled and the amount paid by M/s.RSG Realtors Pvt. Ltd. to the First Party in terms of the above said MoU has since been adjusted in the amount payable under this agreement by the Second Party.

Now therefore this agreement for Collaboration witnessh as under:

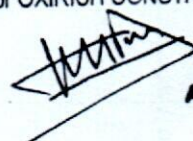
Project Land/Project:

1. Subject Land to comprise land area of 4355 sq. meters approximately bearing Khasra No. 550 (part), 551(part), 552 (part), 554 (part) situate, lying and being at Village Mohiudinpur Kanwani District Gaziabad, U.P. forming part of the said "Project Land". The subject buildings to be developed and constructed as per this agreement on the said subject land are numbered as O1 to O4 in the plans submitted for revision with the GDA. Further, the buildings in which First Party has larger share shall be named as "Blossom Heights" and buildings in which Second Party has larger share shall be named as "Bellevue Avenue"
2. The First Party states that the Subject Land is free from any squatters, illegal occupants and encroachments and it has been agreed that wherever and whenever required on observance of any error or omission and/or commission in the revenue records of the Recorded Owners, the First Party shall get the rectifications carried out in the revenue records at their own costs & expenses.
3. The First Party, upon signing of this agreement, has handed over the true copies of the Jamabandis, Khasaras, girdawaris and of the documents detailed in Schedule-II in respect of the said Subject Land.

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4. The First Party shall deliver vacant possession of the said subject land meant for development and construction of the subject buildings to the Second Party for the purpose of development and construction thereon in terms this agreement within a period of 7 working days from the date of receipt of approved plans from the concerned authorities or receipt of entire amount Refundable/Non-refundable security deposit whichever is later.
5. The First Party assures the Second Party that the amounts if any payable to the Recorded Owners under their arrangement with the Recorded Owners under documents mentioned in schedule-II has been paid or shall be paid on time and as per the clauses of the said documents.

Layout/Building Plans :

6. The Layout plans of the said project styled as "Scottish Garden Indirapuram District Ghaziabad have been approved by the GDA and on the basis such approved layout plans the building plans for phase I of the said project had also been approved and sanctioned by GDA in the name of the Recorded Owners.
7. The parties have designed/planned for development of subject buildings proposed to be constructed on the Subject Land. Related building plans have been submitted to GDA for approval and the same are likely to be approved in near future along with revised building plans of the said project.
8. The Subject Buildings forming part of the said project named as "Scottish Gardens" are numbered as O1 to O4 in the plans submitted for revision with the GDA are to be got approved and sanctioned by the First Party for the time being in the name of the Recorded Owners at their own costs.
9. The Second Party shall be entitled, as may be considered appropriate by them to make any modifications, changes or amendments in the building plans within the permissible framework of rules and bye laws provided the same are not detrimental to the interest of the First Party and its allocation area.
10. The First Party has agreed to obtain all requisite permissions, sanctions and approvals including renewals of permissions / building plans or any other approvals, where necessary as may be required from all concerned Authorities, so as to commence the development and construction of the Subject Buildings. The cost/fees/charges/deposits including EDC/IDC charges and incidental costs for obtaining the approvals shall be entirely borne and paid by the First Party and the Second Party shall not be responsible to bear and pay the same.
11. On completion of the buildings, Second Party shall duly apply for and obtain completion certificate / Occupancy Certificate of subject buildings in the said project at their own cost. Efforts shall be made to obtain completion/occupancy certificates in parts/phases, if so desired. The Second Party shall not deliver the actual physical possession of the flats/units to its vendees / allottees unless the said certificate of the completion / Occupancy Certificate of subject buildings in the said project including for the share of the First Party is issued by the competent authority. Provided, however, in the mean time the Second Party would be entitled to offer the premises for fit-outs to the intending buyers simultaneously with the offer of possession to the First Party or their

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buyers, as the case may be. In case where possessions are handed over pending obtention of the Occupancy Certificate by the Second Party, cost / penalties etc. if any that may have to be suffered by the First Party or their buyers shall be entirely borne and paid by the Second Party only.

12. Second Party alone shall be responsible and liable for any deviations made from the approved plans and shall bear and pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations.
13. Both the parties shall keep the other party informed in the matter of receiving the said permission, sanction and approval as is required to be obtained by them.

Constructions/Completion:

14. The development and construction of the subject building shall mean and include:

Development and construction of the subject buildings including hi speed elevators

Development and construction of the peripheral areas earmarked in the building plan lay out.

Providing of infrastructure facilities viz. Power back up, fire fighting system, water treatment plant, open/closed car parking and intercom facility.

Any other item of work not mentioned here but is attributable specifically to the development and construction of the subject buildings.

15. The Second Party shall bear and pay entire cost of construction and costs incidental for development and construction of the said buildings. The First Party shall not contribute any amount towards the same.
16. The Second Party shall ensure that the Subject Buildings are duly constructed and completed in accordance with the approved building plans.
17. Both the parties shall prepare a schedule of construction for completing the development of the subject buildings. The Second Party shall ensure that the construction stage of the buildings in which it has larger share shall never be ahead that of the buildings in which the First Party has larger share, meaning thereby that the Second Party shall not commence next stage of construction in buildings in which the Second Party has larger share without completing the similar stage in case of buildings in which the First Party has larger share.
18. Immediately on approval of revised building plans the Second Party is authorized to enter upon the said Subject Land, commence development/construction and complete the same in a mutually agreed manner over a period of 33 months with grace period of 3 months from the date of receipt of approval of the building plans/ necessary approvals, subject to force majeure, restraints/restrictions from authorities/courts and

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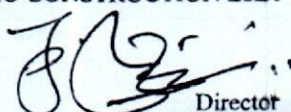
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circumstances beyond the control of the Second Party and reasons attributable to the First Party or to the Recorded Owners.

19. The First Party and/or their authorized representatives shall be at liberty and entitled to visit the site to look at progress and quality of construction and materials used. Provided however that First Party or Recorded Owners or anybody else claiming through or under them shall not cause any type of hindrance or interference in construction activities or in the day to day affairs of the Second Party in the matter of development and construction of the additional construction in the said project or otherwise subject however progress/quality and materials used are in agreement with the mutually agreed criteria.
20. Completion of construction in terms of this Agreement shall be deemed to be completed when the Second Party completes the construction and deposits compounding fees if demanded by the concerned authorities at the appropriate time and then applies for and keep on following the process of grant of completion/ occupancy certificate with the competent authority.
21. The materials/specifications to be used for construction of the subject buildings shall be of first class quality shall be as per schedule I appended hereunder. Deviation required if any, in the quality/specifications used at the time of making of sample house or at appropriate time in progress of construction shall be mutually decided by both the parties. The materials, specifications used shall be uniform for the construction of all the buildings/areas including of the areas of the share of the First Party shall conform to the specifications given in schedule-I hereunder as far as possible or by utilization of materials of same, similar or identical standards and quality.
22. That Second Party shall abide by and install the safety measures and systems in the subject buildings in accordance and full compliance with all standards, codes and regulations applicable in the State of UP and obtain the Certificate to this effect. The Second Party undertakes to follow all Act, Law, rules, notification related to and applicable upon the said subject buildings to be constructed on the subject land and not to commit any violation which may invalidate the permission/ approvals in the said project. The Second Party undertakes to keep First party fully indemnified against all losses incurred by First Party due to such violation on the part of Second Party.
23. During the period of commencement and completion of construction and development of the said subject buildings the Second Party shall keep the buildings properly insured against fire policy and shall pay the premium for that purpose.
24. Second Party shall ensure to employ adequate number of qualified engineers, architects, consultants, skilled and unskilled workers, to ensure the due completion of the construction of the subject buildings under the terms of this Agreement.
25. It will be the obligation of the Second Party to abide by all statutory provisions regarding the employment of such workers and payment of their dues on time.
26. In case any claim is made by any worker or employee or by any third person against the First Party regarding the construction of the subject buildings, then the Second Party will keep the First Party indemnified from such claims/liabilities.

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27. If during construction, any injury is caused to any persons or property then the Second Party alone will be responsible for the consequences and damages if any, and in case the First Party are made liable to pay any amount on this account, then the Second Party shall be liable to reimburse the same to the First Party. The Second Party shall keep the First Party indemnified in this regard.

28. The Second Party shall keep the First Party informed in the matter of progress in construction from time to time.

Costs:

29. All costs and expenses including the fees for obtaining of approvals for commencement of development and construction of the subject buildings shall be borne and paid by the First Party. The external development charges/internal development charges or bank guarantees in lieu thereof shall also be borne and paid by First Party alone.

30. All costs and expenses including the fees/consulting charges to be paid to Architects/Structural engineers/utility consultants etc. for preparation of the working drawings etc. for carrying out development and construction and obtaining of completion/occupancy certificate in respect of the subject buildings shall be borne and paid by the Second Party.

31. All costs and expenses relating to development and construction of subject buildings including costs of materials, inputs, labour, supervision, cost of 100% power back-up through generators, lifts, fire fighting equipments, any facilities, amenities as approved for the said subject buildings shall be borne and paid by the Second Party alone.

32. All costs for obtaining completion certificate/ occupancy certificate of the subject buildings including incidental expenses payable if any shall be borne and paid by the Second Party alone.


33. The entire amount of external development charges, by way of principal amount or by way of interest thereon stand already paid by the First Party to the concerned authorities. In case any outstanding dues in these connections are found the same shall be paid by the First Party. It is clarified that in case any fresh levy of External Development Charges is made by the authorities on the said subject land, with reference to the permissions already granted in the name of the Recorded Owners, by way of principal amount of additional EDC or by way of interest thereon or any other type of charges for all times to come connected with external development works to be carried out by Government Authorities shall be paid and discharged by the both the parties in proportion to their respective allocation and recover from their buyers even though the same are to be paid or deposited in the name of First Party or in the name of the Recorded Owners with reference to the permissions.

34. It is agreed that both the parties shall be allocated 1 car park per unit as open or closed parking space to be distributed among them in the same ratio as the unit allocation viz. 44% and 56% in favour of First Party and Second Party respectively. It is agreed that the basement if approved by the concerned authorities outside the building lines, the same shall be constructed by the First Party and the Second Party shall contribute the actual excess cost incurred for additional parking after considering the parking available on the still floors and open parking for the subject buildings calculated as above.

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Assurances / Representations:

35. Save and except the right, title and interest of the First Party, derived from Recorded Owners under various documents mentioned in Schedule-II hereunder the First Party have assured the Second Party that the First Party or the Recorded Owners have not entered into any type of transaction in respect of the subject land on which the development and construction of the subject buildings is contemplated under this agreement, with any third party and that the said land is free of any encumbrances, charges, liens etc thereon. It is clarified that the rights of the First Party with reference to the said subject land flow from the said various documents mentioned in Schedule-II and that this Collaboration Agreement is also executed by the First Party on the basis of the said documents.
36. In case any type of obligations/liabilities to third parties have been undertaken by the First Party or the Recorded Owners with reference to the said subject land, the same shall be met and discharged by the First Party and the Second Party shall be kept indemnified against any such objections/liabilities.
37. Based on the representations made by the documents mentioned in Schedule-II and on their own also the First Party have assured the Second Party that their right, title and interest in the said land is absolute, subsisting and marketable. The First Party agrees to get any defects in their title or in the title of the Recorded Owners to the said Subject land rectified at their own cost and to keep the Second Party indemnified against any losses, damages as may be caused to the Second Party by reason thereof.
38. Second Party shall observe and comply with all rules, regulations, terms and conditions of permissions, building plans and other statutory provisions. Second Party shall keep the First Party and the Recorded Owners indemnified against any losses, damages, consequences arising out of any violations of statutory provisions, payments, and conditions of permissions etc.
39. All claims whatsoever made by any party concerned with construction on the Second Party including suppliers of materials, equipments to be used in the constructions and completion of the scheme/buildings under this Agreement shall be borne and paid by the Second Party. The Second Party shall keep the First Party and the Recorded Owners fully indemnified against all such claims and demands whatsoever.
40. First Party shall keep the Second Party indemnified against losses, damages as may be caused to the Second Party on account of any defects in the First Party's rights or those of the Recorded Owners based on their title as per documents mentioned in Schedule-II and with regard to their respective title to the said Subject land or because of existence of any encumbrances thereon.
41. The Second Party shall be furnished with such Power of Attorney/resolution etc. as may be required in course of carrying out development and construction of the subject building and obtaining of completion certificate etc. the same shall be furnished caused to be furnished by the First Party in due course of time.

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Director

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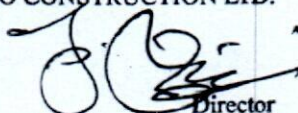
Considerations:

42. That the First Party in lieu of contributing the said subject land and incurring all the cost and expenses for getting approvals for commencement of development and construction of the subject buildings and the Second Party in lieu of carrying out development and construction of the said subject buildings and obtaining completion/occupation certificate at their own costs shall be entitled to allocation in the following manner in the subject buildings.

| | |
|-------------------------|--|
| First Party Allocation | The First Party shall be entitled to allocation to the extent of 44% in respect saleable units, open parking slots and closed parking slots attributable to the subject buildings in terms of para 34 herein above. |
| Second Party Allocation | The Second Party shall be entitled to allocation to the extent of 56% in respect saleable units, open parking slots and closed parking slots attributable to the subject buildings in terms of para 34 herein above. |

43. That First Party/Second Party allocations have been tentatively determined/demarcated as per schedule III herein under based on the plans submitted to the concerned authorities enclosed at Annexure A. The same shall be finalized with minor changes required if any as soon as the plans are approved by the authorities.
44. It has been mutually agreed that the entire built up areas including proportionate undivided land beneath the subject buildings along with rights to FSI utilized for development and construction in the subject buildings, built up area of the subject buildings, open parking spaces and covered car parking spaces in respect of the subject buildings shall be shared between both the parties in the same proportion as in case of unit allocation viz. 44% and 56% respectively in favour of First Party and Second Party respectively. The specific allocation of open/closed parking area shall be carried out as soon as it is feasible.
45. In addition to the Owners' Allocation as mentioned herein above, the First Party shall be entitled to a total sum of Rs.12,92,00,000/- (Rupees Twelve Crores Ninety Two Lac only) comprising of Rs.4,42,00,000/- as Non-refundable security deposit and Rs.8,50,00,000/- as Refundable Security deposit.
46. The Refundable security deposit shall be refunded to the Second Party in the following manner :
- a). an amount of Rs.2,55,00,000/- (Rupees Two Crore Fifty Five Lac only) shall be refunded by the First Party to the Second Party on completion of structure work upto 6 floors in respect of the subject buildings.

For NIHO CONSTRUCTION LTD.


Director

For OXIRICH CONSTRUCTION PVT. LTD.


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- b). an amount of Rs. 2,55,00,000/- (Rupees Two Crore Fifty Five Lac only) shall be refunded by the First Party to the Second Party on completion of structure work upto 12 floors in respect of the subject buildings.
- c). an amount of Rs. 1,30,00,000/- (Rupees One Crore Thirty Lac only) shall be refunded against application of completion/occupancy certificate or delivery of possession of one building in which First Party has larger share whichever is later.
- d). an amount of Rs. Rs. 1,30,00,000/- (Rupees One Crore Thirty Lac only) shall be refunded against delivery of possession of another building in which First Party has larger share.
- e). Rs. 80,00,000/- (Rupees Eighty Lac only) shall be refunded against furnishing of bank guarantee of the equal amount pending obtaining of occupancy certificate by the concerned authorities. It is agreed that the Second Party shall obtain completion certificate/occupation certificate from the concerned authorities within a period of one year from date of its application.
- f). The Second Party has already paid a sum of Rs. 5,30,00,000/- (Rs. Five crores thirty lacs only) (including the amount of Rs. 1,50,00,000 paid by RSG Realtors Pvt. Ltd.) In terms of the MoU entered on 21.2.2011 now adjusted against the amount payable under this agreement by the Second Party) to the First Party till the date of this agreement which stands acknowledged and adjusted by the First Party against the Non-Refundable/Refundable Security deposit payable by the Second Party as mentioned above.
- g). The balance amount of Rs. 7,62,00,000/- (Rupees Seven Crore Sixty Two Lac Only) has been agreed to be paid by the Second Party to the First Party as mutually agreed upon but not later than clear 7 working days from the date of receipt information by the Second Party from the First Party about receipt of duly approved / sanctioned for carrying out development and construction of the subject buildings from the concerned authorities.

Marketing/sale/possession of the units:

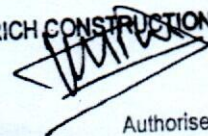
47. That subject to provisions of this Agreement the parties shall be entitled to book/sell the respective areas allocated to them respectively as their shares namely to the extent of 56% for the Second Party and 44% for the First Party and receive advance payments at their own respective risk and cost without liability to the other party. The parties shall be free to market their respective areas independently on their own. Parties agree not to undercut each other. However, the Second Party shall not deliver the physical possession of the units/flats of its share unless and until the construction of the share of the First Party is completed in all respects and requisite fee regarding compounding or completion/occupancy certificate and NOC from the Bank is issued. The copies of all these documents shall be given by the Second Party to the First Party before delivering the possession to its buyers.

- a. That so far as the collection of EDC charges / IDC charges, fire fighting charges, covered car parking charges, open parking charges, transfer charges, holding charges appertaining to sale of the respective areas of parties hereto is concerned, the same shall

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be respectively charged and collected by the parties from the intending purchasers, which shall be for their own respective benefits.

- b. That so far as (1) IFMS Deposits and (2) individual electrical connection charges are concerned the same have been fixed at Rs.20/- per sq.ft. and Rs.15,000/- per unit respectively. That so far as Club charges/ club membership fee are concerned it is fixed at Rs.25,000/- for a period upto 2 months from the date of approval of plans to be reviewed by both the parties every quarter thereafter. That these charges viz. IFMS Deposits, individual electrical connection charges and Club Charges/deposits would be collected by the both the parties with reference to the areas out of their respective shares sold by them to the prospective / intending purchasers of such areas. Provided however, that all such collections under these heads shall be onwards remitted by the Second Party to the First Party immediately on receipt of the same.

48. Drafts of all necessary standard documents/agreements, conveyance deeds for bookings/sales/leasing shall be prepared by in conformity with terms of this agreement and get apprised by the other party before being executed with the buyers of their respective allocations.

49. It is agreed that Second Party shall bear and pay cost/expenses/penalties/compensation/legal consequences suffered by First Party on account of defect liability clause in the buyers agreement. The defect liability period shall be considered as maximum one year from the date of handing over possession of the units to the First Party or it will be 6 months from taking over of possession by the buyers from the First Party whichever is earlier in point of time relating to the areas of share of the First Party.

50. It is agreed that Second Party shall bear and pay First Party on account of failure of handing over possession in respect of units falling to the share allocation of the First Party in terms of clause No.18 of this agreement the Second Party shall pay penalty @Rs.6/- per sq.ft. per month for the period the possession is delayed.

51. At the appropriate stage when occasion for execution and registration of the Sale Deed/Conveyance Deed(s) in favour of the intending purchasers of the units/ flats spaces arises then the First Party shall execute or get executed from the Recorded Owners the same in favour of the end users of such units/spaces.

52. The buyers may require raising loans for the purchase of the areas. The Second Party shall be entitled to issue no-objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in respect of areas out of 56% share of the Second Party in favour of any banks/financial institutions without creating any liability on the First Party.

- a. Similarly, The First Party shall also be entitled to issue such no-objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas out of 44% shareholding of the First Party by creating mortgage in respect of areas in favour of any banks/financial institutions without creating any liability on the Second Party.

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Director

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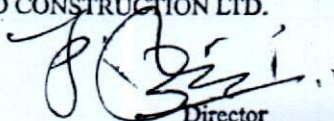


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- b. On completion of the project the First Party agrees to execute or to get executed from the Recorded Owners, all such documents, deeds of transfer in respect of the units including right to proportionate land beneath the subject buildings along with FSI utilized falling to the share of the Second Party in
 - c. favour of the buyers or the Second Party as the case may be.
53. The Second Party shall be entitled to run site office and put up hoardings on the said subject land or any suitable place as may be mutually agreed in the said colony named as "Scottish Gardens".
54. Both the parties shall market and bear cost of the same for sale of their respective allocations save except cost of brochure which will be borne and paid by the Second Party alone. However both the parties shall ensure that names of both the buildings viz. Belleview Avenue and Blossom Height shall be mentioned in all the publicity materials used by them.
55. Without prejudice to the generality of the aforesaid, it is agreed that only after due completion of the subject buildings and handing over of possession in respect of the allocation falling to the share of the First Party by the Second Party, the Second Party shall become entitled to give possession in respect of the allocation falling to its share get executed and registered Sale Deed or Deeds in respect of the same including right to proportionate FSI in respect of the subject land.
56. That the First Party shall in such an event:
- a) execute or get executed and registered Sale Deed or Deeds in respect of allocation falling to the share of the Second Party including proportionate undivided land beneath the subject buildings along with rights to FSI utilized in respect of the subject land in favour of the buyers of the Second Party or in favour of the Second Party for any unsold areas of its share as the case may be.
 - b) The First Party agrees to execute or get executed an irrevocable Power of Attorneys and/or resolution of the Companies i.e. the First Party or Recorded Owners or any other required documents to this effect in favour of the Second Party and/or their nominees for the purpose of execution and registration of the Sale Deed/Deeds. If the occasion so demands the Second Party or its nominee authorized by the First Party and/ or the Recorded Owners shall sign such sale documents as a confirming party.
57. That the cost for Documentation, stamp duty and registration fee etc. for such sale deed/ deeds would be borne and paid by the prospective buyers or the Second Party as the case may be.
58. The Second Party shall furnish details of the unit booked and sale rate thereof at monthly intervals.

Maintenance of the Complex:

59. All the common areas and facilities of the said project including the subject buildings shall be maintained by the First Party and/or their nominees till taken over by any government body or by a body/association of the buyers under the U.P. Apartment Ownership Act or otherwise. All the buyers of the areas allocated to both parties shall pay maintenance charges, replacement fund; security deposits etc. at such rates as may be
- For NIHO CONSTRUCTION LTD. For OXIRICH CONSTRUCTION PVT. LTD.


Director


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fixed by the First Party and/or an Association of Buyers, as the case may be.

60. That the provision for electrical connection for supply of electricity to the various flats/ units , open areas and car parking spaces etc. relating to the subject buildings shall originate from the existing single point supply line of electricity already existing in the complex. Similarly sewage/water lines etc. required or to be used for the subject buildings shall also be connected with the existing sewer lines in the said entire project namely " Scottish Garden, Indirapuram District Ghaziabad, U.P. It is agreed that the Second Party shall bear the cost for connecting the said connections.

61. It is clarified that the common facilities created or to be created by the First Party at its own costs, in the said project in Scottish Garden would also be made available by the First Party for common use of the inhabitants / occupants of various flats/ units falling to the share of the Second Party allocations in the subject buildings to be developed and constructed on such maintenance charges/deposits and other terms and conditions proposed by the Second Party or its nominees at the appropriate time.

Taxes:

62. That all type of construction related taxes like works tax or any other similar type of tax in respect of the construction of the subject buildings in the said project shall be borne and paid by the Second Party.

63. That all type of taxes becoming payable by the intending flat/ unit buyers would be loaded to the Intending buyers and recovered and utilized by the Parties for their respective benefits as case may be, in accordance of law.

64. The vacant land tax if at all made applicable to the subject land shall be paid by the First Party till the date of handing over of possession of the subject land or approval of plans by the concerned authorities whichever is later and by the Second Party thereafter..

65. That so far as the House tax/Property tax on the built up areas of the subject buildings, in terms of this agreement is concerned if and when it becomes applicable the same shall be payable by both the parties in respect of their respective unit allocations or the intending flat/unit buyers as the case may be.

66. All types of tax liabilities or any other type of financial obligations of the First Party with reference to the Subject land which might so far have been incurred or which might be here after be incurred by them or by the Recorded Owners, the same shall be met and discharged by the First Party or by the Recorded Owners, as the case may be. The First Party undertakes to keep the Second Party fully and completely harmless and indemnified against any such liability or financial obligations of the First Party or that of the Recorded Owners.


General:

67. The name of The Project shall continue to be 'SCOTTISH GARDENS', However the buildings in which First Party has larger share shall be named as "Blossom Heights" and buildings in which Second Party has larger share shall be named as "Bellevue Avenue"

For NIHO CONSTRUCTION LTD.


Director

For OXIRICH CONSTRUCTION PVT. LTD.

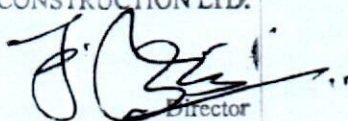

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68. The documentation charges, stamp duty, registration fee and any other incidental expenses regarding this agreement shall be born and equally shared by the parties.
69. This agreement contains all the terms and conditions that have been agreed to between the parties. On the execution of this Agreement, all other documents, offers and proposals contained in other documents which are not expressly made a part of this Agreement shall be deemed to have been cancelled and are not to be referred to or relied upon in any way or used for purpose of interpreting the terms of this contract and the rights of the parties hereunder:
70. Subject to what is stated above no amendment or modification in this agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representatives of each party and such writings are expressly stated and accepted as being an amendment to the Agreement.
71. If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.
72. The First Party and the Second Party have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as a agency between the First Party and the Second Party nor shall the First Party and the Second Party in any manners construe it is an association of persons unless and except to the extent specifically recorded herein or necessarily implied therein. Parties shall be liable for their own capital gains and income tax and any other tax liabilities. Each party shall keep the other indemnified from and against the same.
73. Neither party shall be deemed to have waived any right under this Agreement, unless such party shall have delivered to the other party a written waiver signed by that party or a duly authorized person. No delay or omission in the exercise of any right or remedy shall be construed to be waiver of any default or acquiescence therein or of the right thereafter to enforce such right or remedy.
74. All communications/notices between the parties shall be sent through Registered AD Post at the addresses of the parties given above or against receipt by hand.

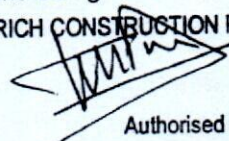
Arbitration:

75. Disputes, if any that may arise between the parties with respect to this Agreement, or interpretation of terms, or its performance or execution shall be settled by reference to Arbitration under the provisions of Arbitration & Conciliation Act of 1996. The venue of arbitration shall be at Delhi. The arbitration proceedings shall be governed by the provisions of Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force.

...HO CONSTRUCTION LTD.


Director

For OXIRICH CONSTRUCTION PVT. LTD.


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Jurisdiction:

76. This Agreement shall be subject to the jurisdiction of Delhi Courts only.

SCHEDULE I

77. Materials/ Specifications for use in Additional Constructions shall be as mentioned in para no.21 supra and in Annexure I attached herewith.

SCHEDULE II

Details of revenue records/approvals and documents of title of the First Party.

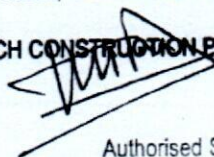
- a. Agreement for Sale between S. V. Liquor (India) Ltd. and Niho Construction Ltd. dated 13th April 2004 of khasra no. 544 to 554 and 556 to 559.
- b. Agreement for Sale between S.V.P. Builders (India) Ltd. and Niho Construction Ltd. dated 22nd December 2004 of khasra no. 528.
- c. Agreement for Sale between S.V.P. Builders (India) Ltd. and Niho Construction Ltd. dated 10th January 2005 of khasra no. 555.
- d. Agreement for Sale between S.V.P. Builders (India) Ltd. and Niho Construction Ltd. dated 25th February 2005 of khasra no. 519(part).
- e. Agreement for Sale between S.V.P. Builders (India) Ltd. and Niho Construction Ltd. dated 25th February 2005 of khasra no. 532.
- f. Sale Deed executed between Dudheswar Builders and Niho Construction Ltd. dated 12th May 2005 of Khasra No. 527/4.
- g. General Power of Attorney in favour of Niho Construction Ltd. by S.V.Liquor (India) Ltd. on 2nd September 2004 for Khasra No. 552 to 554 and 556
- h. General Power of Attorney in favour of Niho Construction Ltd. by S.V.Liquor (India) Ltd. on 29th October 2004 for Khasra No. 549, 558 and 559.
- i. General Power of Attorney in favour of Niho Construction Ltd. by S.V.P. Builders (India) Ltd. on 22nd December 2004 for Khasra No. 528.
- j. General Power of Attorney in favour of Niho Construction Ltd. by S.V.Liquor (India) Ltd. on 14th February 2005 for Khasra No. 544 to 548, 550,551 and 557.
- k. General Power of Attorney in favour of Niho Construction Ltd. by S.V.P. Builders (India) Ltd. on 28th February 2005 for Khasra No. 519 and 555.
- l. General Power of Attorney in favour of Niho Construction Ltd. by S.V.P. Builders (India) Ltd. on 28th February 2005 for Khasra No. 532.
- m. Receipts Issued to Niho Construction Ltd. by S. V. Liquor (India) Ltd. for Rs.20,19,68,050/- (Rupees Twenty Crore Nineteen Lakh Sixty Eight Thousand and Fifty Only) against Khasra Nos., 544 to 554 and 556 to 559 dated 13th April 2004.

For NIHO CONSTRUCTION LTD.



Director

For OXIRICH CONSTRUCTION PVT. LTD.



Authorised Signatory

- n. Receipts Issued to Niho Construction Ltd. by S.V.P. Builders (India) Ltd. for Rs.2,49,00,000/- (Rupees Two Crore Fourty Nine Lakh Only) against Khasra Nos., 527(part) dated 12th August 2004.
- o. Receipts Issued to Niho Construction Ltd. by S.V.P. Builders (India) Ltd. for Rs.85,69,750/- (Rupees Eighty Five Lakh Sixty Nine Thousand Seven Hundred Fifty Only) against Khasra Nos., 532 dated 12th August 2004.
- p. Receipts Issued to Niho Construction Ltd. by S.V.P. Builders (India) Ltd. for Rs.52,49,750/- (Rupees Fifty Two Lakh Fourty Nine Thousand Seven Hundred Fifty Only) against Khasra Nos., 555 dated 10th January 2005.
- q. Receipts Issued to Niho Construction Ltd. by S.V.P. Builders (India) Ltd. for Rs.97,60,800/- (Rupees Ninety Seven Lakh Sixty Thousand Eight Hundred Only) against Khasra Nos., 519(part) dated 25th February 2005.
- r. Receipts Issued to Niho Construction Ltd. by S.V.P. Builders (India) Ltd. for Rs.167,95,050/- (Rupees One Crore Sixty Seven Lakh Ninety Five Thousand and Fifty Only) against Khasra Nos., 528 dated 22nd December 2005.
- s. Sale Deed executed between Dr. Mahender Nagar, Dr. Manoj Sharma, Dr. Umesh Madaan, Dr. Anil Bansal, Dr. Ashok kumar and S.V.P. Builders (India) Ltd. dated 10th March 2004 for Khasra No. 555.
- t. Sale Deed executed between Dhanpal, Rampal, Sardar Singh, Munshi and S.V. Liquor (India) Ltd. dated 27th March 2004 for Khasra No. 544 and 545.
- u. Sale Deed executed between Delhi Auto & General Finance Pvt. Ltd. and S.V.Liquor (India) Ltd. dated 17th May 2004 for Khasra No. 549 to 554 and 556 to 559.
- v. Sale Deed executed between Dayanand , Brahmanad, Ram, and S.V. Liquor (India) Ltd. dated 17th July 2004 for Khasra No. 546, 547 and 548.
- w. Sale Deed executed between Delhi Auto & General Finance Pvt. Ltd. and Mr. Vijay Kumar dated 6th July 2004 for Khasra No. 519 and 527/4.
- x. Sale Deed executed between Vijay Kumar Prabhakar, Ashok Prabhakar, C.S. Prabhakar, Vimla Prabhakar and Mr. Sunil Jindal dated 28th August 2004 for Khasra No. 528.
- y. Sale Deed executed between Hansa Ram, karam Singh, Budh Singh, Jai Pal Singh, and Mr. Sunil Jindal dated 27 December 2004 for Khasra No. 530 and 532.
- z. Sanction letter and compounding letter in respect of the original plans approved.
- aa. Copies of the revenue records shall be provided by the First party to the Second Party in near future.

For NIHO CONSTRUCTION LTD.



Director

For OXIRICH CONSTRUCTION PVT. LTD.



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SCHEDULE III

78. Details of area of allocation falling to the share of both the parties

a. BUILDING O1 allocated to First Party

Total No. of Flats 60

O-101 to O-104
O-201 to O-204
O-301 to O-304
O-401 to O-404
O-501 to O-504
O-601 to O-604
O-701 to O-704
O-801 to O-804
O-901 to O-904
O-1001 to O-1004
O-1101 to O-1104
O-1201 to O-1204
O-1301 to O-1304
O-1401 to O-1404
O-1501PH to O-1504PH

b. BUILDING O2 allocated to Second Party

Total No. of Flats 60

O-101 to O-104
O-201 to O-204
O-301 to O-304
O-401 to O-404
O-501 to O-504
O-601 to O-604
O-701 to O-704
O-801 to O-804
O-901 to O-904
O-1001 to O-1004
O-1101 to O-1104
O-1201 to O-1204
O-1301 to O-1304
O-1401 to O-1404
O-1501PH to O-1504PH

c. BUILDING O3 allocated to First Party and Second Party in the following manner:

Total No. of Flats 60

First Party has been allocated 46 Flats as mentioned below:

O-101 to O-104
O-201, O-203 and O-204
O-301, O-303 and O-304
O-401, O-403 and O-404
O-501 and O-504
O-601 and O-604
O-701, O-703 and O-704
O-801, O-803 and O-804
O-901, O-903 and O-904
O-1001, O-1003 and O-1004
O-1101, O-1103 and O-1104
O-1201, O-1203 and O-1204
O-1301 to O-1304
O-1401 to O-1404
O-1501PH, O-1502PH and O-1504PH

For NIHO CONSTRUCTION LTD.



Director

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Second Party has been allocated 14 Flats as mentioned below:

O-202
O-302
O-402
O-502
O-503
O-602
O-603
O-702
O-802
O-902
O-1002
O-1102
O-1202
O-1503PH

d. BUILDING O4 allocated to Second Party

Total No. of Flats 60

O-101 to O-104
O-201 to O-204
O-301 to O-304
O-401 to O-404
O-501 to O-504
O-601 to O-604
O-701 to O-704
O-801 to O-804
O-901 to O-904
O-1001 to O-1004
O-1101 to O-1104
O-1201 to O-1204
O-1301 to O-1304
O-1401 to O-1404
O-1501PH to O-1504PH

IN WITNESS WHEREOF the parties hereto have signed this Agreement in the presence of witnesses on the day, month and year first above written.

For Oxirich Constructions Pvt. Ltd.
For OXIRICH CONSTRUCTION PVT. LTD.

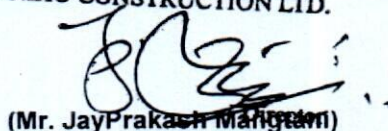


Authorised Signatory

(Mr. Vikas Dua)

(Managing Director)

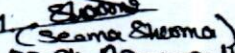
For Niho Construction Ltd.
For NIHO CONSTRUCTION LTD.

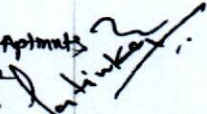


(Mr. JayPrakash Mangrulkar)

(Director)

Witness: 1


FF-41, Anandapuri CHS Apartments
I.P. Extn, Delhi-94

2. JATIN KAPOOR 

861, STREET CHANDI
WALAN, PRAHAGANJ
N-D - 110055

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For OXIRICH CONSTRUCTION PVT. LTD.

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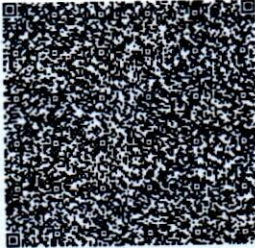
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

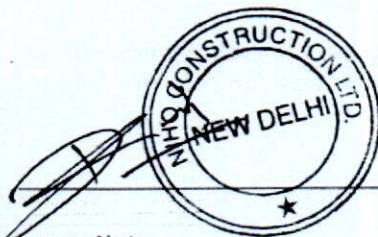
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|---------------------------|--|
| Certificate No. | : IN-DL42200572883625L |
| Certificate Issued Date | : 26-Jul-2013 12:48 PM |
| Account Reference | : IMPACC (IV)/ di716803/ DELHI/ DL-DLH |
| Unique Doc. Reference | : SUBIN-DL71680383209361014540L |
| Purchased by | : OXIRICH CONSTRUCTION PVT LTD |
| Description of Document | : Article 5 General Agreement |
| Property Description | : NA |
| 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) |



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

BLOCK SALE/TRANSFER AGREEMENT

THIS AGREEMENT is executed at New Delhi on this day of 25th day of July 2013



[Signature]

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.

BETWEEN

1. NIHO CONSTRUCTION LIMITED, a company duly incorporated under the provisions of Companies Act, 1956, having its Registered Office at X-22, First Floor, Hauz Khas, New Delhi - 110 016, through its Authorized Signatory _____ duly authorized vide its board resolution dated _____ hereinafter referred to as the "**First Party/Sellers**", which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include its successor-in-interest and assigns of the **FIRST PART**.

AND

2. Oxirich Constructions Pvt. Ltd. A company duly incorporated under the provisions of Companies Act, 1956, having its Registered Office at 915, Arunachal Building, Barakhamba Road, Connaught Place,, New Delhi-110001, through its Director Mr Vikas Dua duly authorized vide its board resolution dated _____ hereinafter referred to as the "**Second Party/Purchaser**", which expression, unless excluded by or repugnant to the context or meaning thereof, shall mean and include their respective legal heir(s) representative(s), nominee(s) and assign(s) of the **SECOND PART**.

WHEREAS:

A. By separate conveyance deeds/agreements executed between S.V. Liquor (India) Ltd and land owners of lands bearing Khata No.126, Khasra No.527/4, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553 (part), 554, 556 (part), 558(part) and 559 admeasuring in all 43028 Sq. Mtrs. Approx. situate lying and being at Indirapuram, Village MOHIUDDIN PUR KANWANI, Tehsil Dadri Dist. Gautam Budh Nagar, U.P., (herein after referred to as the Said lands), S.V.P. Builders (India) Pvt. Ltd./ S.V. Liquor (India) Ltd. and its associate land owners have acquired right, title and interest in the said lands (Hereinafter referred to as the land owners).

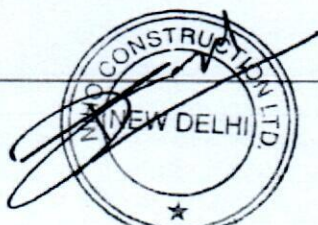
B. AND WHEREAS by virtue of arrangements/agreement for sale executed between the landowners and the First Party, the First Party have acquired right title and interest in the said lands.

C. AND WHEREAS a residential complex (under Group Housing Scheme of the Ghaziabad Development Authority) is prepared to be developed by the First Party on the said lands and the plans for the same have since been approved by the said authorities. (Hereinafter referred to as the said scheme).

D. AND WHEREAS the building blocks in the said scheme have been distributed in various sectors namely JASMINE, SAFFRON, MARVEL, HI BIRD, BLOSSOM HEIGHTS and BELLEVUE AVENUE for easy identification of the Units/Building Blocks.

E. AND WHEREAS by virtue of the Said arrangements/agreement for Sale executed between land Owners and First Party, the First Party are entitled to development of the Said lands, raise residential/commercial construction, make booking for sale of the flats, receive booking amounts and hand over possession of the units etc.

F. AND WHEREAS thus in terms of the above referred agreements/arrangements with the land owners, the First Party are entitled to construct buildings (herein after referred



to as the said buildings) and book/allot/sell apartments (herein after referred to as the said Unit) on the said part lands and to receive consideration in respect thereof in its own name, and to execute all requisite documents and papers including agreement to sell, buyer's agreement.

G. AND WHEREAS the First & Second parties entered into MoU dated 21 February 2011 followed by Agreement for Construction dated 08 September 2011 and subsequently Addendum to Agreement dated 1st April 2013 for Joint Development of the said group housing complex consisting of Towers namely O-1, O-2, O-3, O-4 on collaboration basis. The apartment/tower allocation of both the parties is detailed in Schedule 1 (A) of the aforesaid Addendum to Agreement.

H. And whereas the First Party was exploring the possibilities of selling some of apartments falling to its share and utilize the funds realized to complete certain of the pending works in the said project.

H. AND WHEREAS the First Party/Sellers are desirous of selling/transferring 8 flats from their share (In Tower O-1) to Second party's share against the mutually agreed sale consideration (Tower titled as O-1 in the sanctioned plan of GDA vide sanction reference number 947/zone3/GH/2011-12 dated 25th September 2012) and the Second Party who are desirous of purchasing the same on the terms and conditions agreed by and between the parties and setout as hereunder.

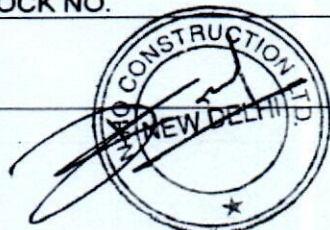
I. AND WHEREAS the First Party/Sellers agreed to sell/transfer 8 Apartments in tower number O-1 sanctioned by GDA forming part of the Sector of the said Scheme being constructed on the said part lands (hereinafter referred to as the Said Units) and the Second Party/Purchaser agreed to purchase the Said Units , as per the Payment Plan set out as hereunder.

J. The Second Party/Purchaser having been satisfied about First Party/Seller about the rights, title, claims and interest of the First Party/Sellers in the Said lands has accepted the allotment.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. The said group housing scheme shall forever be known as "SCOTTISH GARDENS" only.
2. The First Party/Sellers do hereby sell/transfer to the Second Party/Purchaser the Said Units forming part of the **BLOSSOM HEIGHTS (O-1 Tower)** Sector being constructed by the second party on behalf of First Party on the Said Part Lands and the Purchaser hereby accept the transfer of the same, the details whereof are given hereunder:

| | |
|----------------------|--|
| GROUP HOUSING SCHEME | SCOTTISH GARDEN AT AHINSA KHAND, INDIRAPURAM, GHAZIABAD |
| BLOCK NO. | 'O-1' BLOCK |



| | |
|-----------|------------------------------------|
| UNIT NOS. | 801,802,803,804 901,902,903,904 |
| UNIT TYPE | 3- BHK |
| | |

3. a) The consideration for the Said 8 Units as agreed to between the parties hereto is **Rs. 4,00,00,000/- (Rupees Four Crores Only)** including 8 reserved car parking, , EDC/IDC/CDC, PLC/PFC, Electric Connection Charges, Fire Fighting Charges, and other charges associated with respect to each one of the 8 said units but excluding club charges, and taxes like service tax etc. as imposed by the government and recoverable from the members from time to time. The same shall be paid by the Second Party as and when demanded by the First Party at the appropriate time there can be no exclusion to this all inclusive price consideration of Rs 50,00,000/- per apartment which forms and constitutes as the primary essence of the deal. Out of the total sale consideration of Rs.4,00,00,000/- (Rupees Four Crores Only) the Second Party/Purchaser has already paid a sum of Rs 50,00,000/- (Rs Fifty Only) & agrees/undertakes to pay the balance amount in 4 equal monthly instalments from the date of signing of this agreement.

b) An amount equivalent to 10% of the total sale consideration shall always be deemed to have been paid by the Second Party/Purchaser to the First Party/Sellers as and by way of earnest money.

c) The aforesaid consideration includes cost for the Super Built-up Area construction of the said unit inclusive of development of common areas/amenities and proportionate interest in the common areas and facilities of the scheme as per architects of the complex and cost of proportionate share in the common areas of the said land.

d) That the Second Party/Purchaser agrees to make all payment through Demand Draft/RTGS/NEFT/Cash/Cheque drawn in favor of **NIHO CONSTRUCTION LIMITED** on and payable at New Delhi/Delhi only.

5. The aforesaid sale consideration includes the proportionate amount of present government charges including Development Charges payable to the GDA for development of the said lands proportionate to his/her/their share of the said charges payable to the GDA. The Second Party/Purchaser will not be liable to pay any additional government charges including Development Charges, which may be levied by any Government in respect of development of the said scheme and the Second Party/Purchaser, shall not be entitled to any downward revision in the sale consideration in case any of the charges are reduced by the authority in future. However, the sale consideration is inclusive of all taxes, levies, assessment, demands or charges whether levied now or leviable in future by any State/Central Government Authorities on the said lands/unit/buildings/scheme.

6. The Said Unit is being constructed in accordance with the plans is sanctioned by the GDA. However, if for any reasons, any changes are desired by the First Party/Sellers, the Second Party/Purchaser hereby irrevocably and expressly consents to the First Party/Sellers to effect such suitable and necessary alterations, variations, deletions and



(4)

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modifications in the plans. However, as a result of such changes, no extra amount will be charged by First Party/Seller from Purchaser for any increase in area because of the nature of the deal i.e "ALL INCLUSIVE- Rs FIFTY LAKHS PER APARTMENT IS THE SALE CONSIDERATION, WHICH ALSO FORMS & CONSTITUTES AS THE ESSENCE OF THE DEAL".

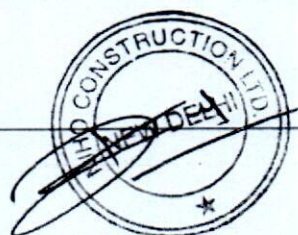
7. In consideration of the amount payable by the Second Party/Purchaser to the First Party/Sellers as per terms and conditions contained herein, the First Party/Sellers shall in terms of the above referred agreement/arrangements with the land owners cause execution of a conveyance deed and/or any other deed, assignment deed or any other document or documents required to be registered, conveying the said Unit in favors of the Second Party/Purchaser or its nominee(s) together with the proportionate undivided share in respect of the said lands underneath in accordance with the law as applicable. The Sale/Conveyance Deed shall contain terms and conditions contained herein and such additional terms and conditions as are considered proper by the First Party/Sellers. The Second Party/Purchaser shall not object to any terms and conditions to be mentioned in the said deed. The Second Party/Purchaser agree to pay all expenses including cost of stamp duty, registration fee and other charges etc. for the registration of the same. This agreement itself awards the ownership rights to the Purchaser in the said unit until execution of the conveyance deed executed on a future date.

8. Except for the Said Units agreed to be allotted herein and all the easementary rights attached therewith, all rights and interest in the entire common areas and facilities in the said lands/building/scheme shall continue to vest in the First Party/Sellers, unless and until the same or any part thereof is specifically transferred in any manner to any person(s)

9. That the Second Party/Purchaser has/have accepted the plans, designs, which are tentative and are kept with the First Party and has/have understood all limitations and obligations in respect thereof.

10. The First Party/Seller shall have no objection if Second Party/Purchaser wishes to nominate, transfer, assign or part with the rights, title or interest under benefit of this agreement after payment of all the dues upto date, payable by him to the First Party/Sellers as per the conditions of this agreement, and the First Party/Seller will register such transfer/subsequent transfers in their records without charging any service/transfer charges/fees.

11. Operation of various common services or facilities including maintenance of said scheme shall be managed by the First Party/Sellers through its maintenance Agency or any other agency nominated by the First Party/Sellers and Second Party/Purchaser hereby agrees to enter into a Maintenance Agreement for the same with the said Agency at the time of taking possession of the Unit. The Second Party/Purchaser shall also be liable to pay the interest free maintenance security @ Rs 20/sft as and when and in the manner demanded by the said maintenance agency and shall also pay the maintenance charges in the manner determined and demanded by it. The Second Party/Purchaser consent to this arrangement until such time, the same is terminated by the First Party/Sellers and/or by aforesaid Maintenance agency or the maintenance is taken over by the local authorities.



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12. All taxes, levies, assessment, demands or charges whether levied now or imposed in future by any Government Authorities on the said lands/unit/buildings/scheme, as the case may be, from the date of possession/ conveyance deed of the said Units, shall be borne and paid by the Second Party/Purchaser in proportion to the areas shared by him in respect of the said lands/buildings/scheme, so long as each Unit is not separately assessed for such taxes and thereafter unit wise as demanded by the concerned authorities.

13. A) The First Party/Seller propose to hand over possession of said Unit to the Second Party/Purchaser within 30 months from the date of execution of this Agreement and thereafter complete the execution and registration formalities of the Conveyance Deed in his/her/their favour provided that the First Party/Sellers shall not incur any liability, except as mentioned in clause no. 13 C of this agreement, if it is unable to deliver possession of the said Unit and execute the Conveyance Deed by the time aforementioned

B) If the completion of the said Unit is delayed by reason of non-availability of steel and/or cement or other building materials or water supply or electric, power or slow down strike or due to a dispute with the construction agency employed by the First Party/Sellers lockout civil commotion or by reason of war, or enemy action or any act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government and/or of any other Public or Competent Authority or For any other reason beyond the control of the First Party/Sellers and in any of the Aforesaid events, the First Party/Sellers shall be entitled to reasonable extension of time for delivery of possession of the said Unit and for this purpose, the consent of the Second Party/Purchaser shall not be necessary. The First Party/Seller(s) shall be entitled for reasonable extension of completion period of said unit due to non-timely booking of all the units as also negligence attributed to the Second Party/Purchaser.

C. Subject to the aforesaid clauses (A) & (B), mentioned hereinabove, if there is any delay in handing over possession of the said Unit by the First Party/Sellers to the Second Party/Purchaser the First Party/Seller agrees to pay penalty to be calculated @ Rs. 6/-per sq.ft. Per month for the period of delay.

14. The possession of the said Unit shall be delivered to the Second Party/Purchaser after the unit/block become ready for use and occupation provided all the amounts due and payable by the Second Party/Purchaser is paid to the First Party/Seller by the Second Party/Purchaser as stated in the Payments Schedule attached herewith. The Second Party/Purchaser shall take possession of the said Unit from the First Party/Seller and if for any reason, the Second Party/Purchaser fails to take the possession as aforesaid, he/she/they shall be liable to pay holdings charges @ Rs. 6/- per sq. ft. per month for the period of delay in taking the possession.

15. The sale deed shall be executed and registered in favour of the Second Party/Purchaser or its nominees within the reasonable time after the completion of development work at the site and after receipt from him/her/them full price and other charges. Cost of stamp duty and registration charges etc. as applicable will be extra and shall be borne/paid by the Second Party/Purchaser. The Second Party/Purchaser shall pay, as and when demanded by the First Party/Seller stamp duty and registration



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charges and all other incidental and legal expenses for expenses for execution and registration of sale deed of the said Unit in favour of the Second Party/Purchaser.

16. That the Second Party/Purchaser of the Top Floor/Pent Home units shall have exclusive right of the terrace area as described in brochure. The Second Party/Purchaser of the other units of the said building will have right to this portion of the terrace for the limited purpose of inspecting the overhead water tank, for fixing TV antenna and for repairs etc. and for no other purpose. However all the occupants of the said buildings shall be entitled to use unallotted portion of the terrace area, if available in the building but without causing any hindrance to the top floor Purchasers.

17. It is agreed that none of the Purchaser shall carry out construction of any kind, which is in violation of the GDA bylaws. In case such alteration/extension is observed to have been carried out without proper sanction from the authorities, the Purchaser hereby grants its consent to the first party to demolish the same at his costs and expenses

18. The parking in the basement area/stilt area and earmarked open area are the exclusive ownership of the First Party/Sellers and shall remain in possession of the First Party/Sellers till they are allotted to the members intended to do so. The First Party/Sellers shall allot the said parking area to the intending members of the said scheme on such terms and conditions as mutually agreed upon from case to case. It is specifically agreed by the Purchaser that it shall not use the parking areas except for 8 independent covered car parking allotted with the 8 said units.

19. It is hereby specifically agreed and so understood by and between the parties hereto that if there has been any breach of contract on the part of the Second Party/Purchaser or if any inability is expressed by him/her/them to perform his/her/their part of contract, the First Party/Sellers shall be entitled to forfeit the earnest money paid by him/her/them and refund the balance payment to the Second Party/Purchaser without any interest.

20. It is hereby specifically agreed and so understood by and between the parties hereto that if the second party reserves the right to reduce the scope of deal from 8 flats to number of flats as desired by the Second Party however it can do so by giving prior intimation to second party on or before 7 days for each instalment falling due for payment. In such an event the Second Party shall intimate the First Party the flats it will retain against the total amount paid and the remaining flats shall automatically deemed to be out of perview of this agreement. Henceforth the deal consideration will also be reduced proportionately.

21. Second Party/Purchaser shall use or permit the said Unit to be used for residential purposes only.

22. In case, the said Unit is not used and occupied by the Second Party/Purchaser himself/herself/themselves, he/she/they shall ensure that all obligations/liabilities and responsibilities devolving upon him/her/them under this agreement are complied with by the occupier, and the same are equally binding- on the occupier of the whole or any part of the said Unit in the same way as they are binding on the Second Party/Purchaser and these conditions shall form part and parcel of the terms and conditions of the agreement with the occupier and the condition of parting with or handing over possession of the occupier.



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23. In case of the joint Second Party/Purchaser, any communication concerning this agreement shall be sent by the First Party/Seller(s) jointly or to any of the Second Party/Purchaser individually. Any such communication sent in the said manner shall for all purposes, be deemed to be served on the Second Party/Purchaser herein no separate communication will be necessary to the other named Second Party/Purchaser. The Second Party/Purchaser who is communicated for any matter concerning the allotment is responsible to inform all the remaining joint Second Party/Purchaser the contents of the communication made. All the Second Party/Purchaser shall inform to the First Party/Sellers by Registered A.D. Post about all subsequent changes in his/her/their address, if any

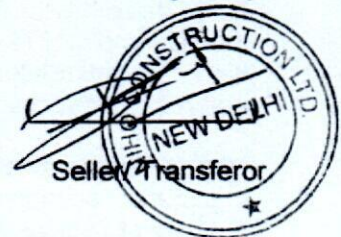
24. The courts situated in Delhi shall have jurisdiction in all matters arising out of touching and/or concerning this agreement/transaction.

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement on place and on the day, month and year first written herein above, and in the presence of the following witnesses.

WITNESSES:

SIGNED, EXECUTED & DELIVERED BY:

For Niho Construction Limited
Through its Authorized Signatory



1.

For Oxirich Constructions Pvt. Ltd.

Through its Authorised Signatory

(Mr Vikas Dua)
Purchaser/ Transferee

2.

17/12/14

*

Dev. Agreement



हरियाणा HARYANA

D 183491



Stamp Duty : Rs. 500/-

Stamp Vendor Name: N.S.Sangwan

Stamp Serial No. : D 183491

Stamp Date : 17.04.2014

Development-cum-Collaboration Agreement

This Development-cum-Collaboration Agreement is made and executed at Delhi on this 20th day of April, 2014.

BETWEEN

M/s. SVP BUILDERS (INDIA) Ltd., a company incorporated under the Companies Act, 1956. and having its Registered Office at A-3, South Ext. Part -I, New Delhi & SV Liquor (India) Ltd, a company incorporated under the Companies Act, 1956. and having its Registered Office at 14-15, Vikaspuri, New Delhi through their common director and duly Authorized Signatory

For S.V. Liquor (India) Ltd.

Director

For S.V.P. Builders (India) Ltd.

Director

For NIHO CONSTRUCTION LTD. 1

Authorised Signatory

965

502

MS S.V. Lignor (India) Ltd

17/04/14

MS SVP Builders (India) (P) Ltd

Settlement Agreement with M/s Niho Construction Ltd

दिनांक 13/05/2014

प्रलेख नः 290

| | |
|------------------------------|--|
| डीड संबंधी विवरण | |
| डीड का नाम AGREEMENT | N/S Sawan Stamp Vpdr Bib (1064) 17/11/14 |
| तहसील/सब-तहसील निसिंग | गांव/शहर निसिंग |
| भवन का विवरण | |
| भूमि का विवरण | |
| धन संबंधी विवरण | |
| राशि 0.00 रुपये | कुल स्टाम्प ड्यूटी की राशि 500.00 रुपये |
| स्टाम्प की राशि 500.00 रुपये | रजिस्ट्रेशन फीस की राशि 0.00 रुपये |
| | पेस्टिंग शुल्क 3.00 रुपये |

Drafted By: विरेन्द्र कुमार वकील दिल्ली

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 13/05/2014 दिन मंगलवार समय 4:49:00PM बजे श्री/श्रीमती/कुमारी M/s S.V.P. Builders (INDIA) Through Dir. Sunil Kumar Jindal द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/सर्वोक्त पंजीयन अधिकारी
निसिंग

श्री M/s S.V.P. Builders (INDIA) Through Dir. Sunil Kumar Jindal

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी M/s Niho Cons. Ltd. Through Pratik Kumar Mohanbai Chauhan दावेदार हाजिर है। प्रस्तुत

प्रलेख सब-संकेत/स्वीकारा/दो-पक्षीय प्रलेख/नकल अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता

अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी लक्ष्मण दास नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी निसिंग

व श्री/श्रीमती/कुमारी गोविंद राम पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी रामजीलाल निवासी दिल्ली ने की।

साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 13/05/2014

उप/सर्वोक्त पंजीयन अधिकारी
निसिंग

Sunil Kumar Jindal s/o Shri Vijay Kumar vide resolution dated 12th day of April, 2014 (hereinafter collectively referred to as 'Owners or First Party' (which expression shall mean and include its representatives, nominees, successors and assigns) of the First Part.

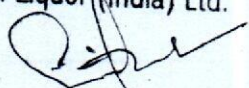
AND

NIHO Construction Ltd., a company incorporated under the Companies Act, 1956, having its registered office at X-22, Hauz Khas, 1st Floor, New Delhi, its director and duly Authorized Signatory Mr. Pratik Kumar Mohanbhai Chauhan S/o Shri. Mohanbhai Chauhan vide resolution dated 30.12.2013 hereinafter referred to as 'Developers or Second Party' (which expression shall mean and include its representatives, nominees, successors and assigns) of the Second Part.

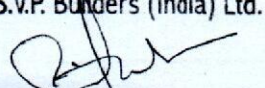
WHEREAS the Owners are recorded owners and in possession of lands measuring 59883 Sq. meters, duly covered by compound wall. The lands as owned by the Owners have been more particularly detailed hereunder and shown and shaded in Green colors in the map attached hereto and marked at Annexure - 1 to this agreement at the bottom of this agreement. (Here in after referred to as the "said lands").

| | |
|---|--|
| Admeasuring about 1265 sq.mts comprised in khasra No.555 situated in Village Mohiuddinpur Kanawani Tehsil Dadri, Distt. Guatam Buddh Nagar, U.P. | Owned and possessed by M/s. SVP BUILDERS (INDIA) Ltd. |
| Admeasuring about 9951 sq.mts comprised in Khasra no. 528,530, and 532 situated in Village Mohiuddinpur Kanawani Tehsil Dadri, Distt. Guatam Budh Nagar, U.P. | Owned and possessed by M/s. SVP BUILDERS (INDIA) Ltd. purchased through and in the name of its director Sunil Kumar Jindal |
| in all admeasuring about 48667 sq. mtrs comprised in Khasra no. 544(measuring 379 sq. mtr), 545(measuring 3920 sq. mtr),546(measuring 4805 sq. mtr),547(measuring 3794 sq. mtr),548(measuring 3288 sq. mtr),549(measuring 5058 sq. mtr),550(measuring 5564 sq. mtr),551(measuring 3162 sq.mtr),552(measuring 3541 sq. mtr),553(measuring 379 sq. mtr),554(measuring 4679 sq. mtr),556(measuring | Owned and possessed by SV Liquor (India) Ltd |

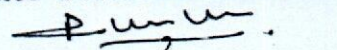
For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.

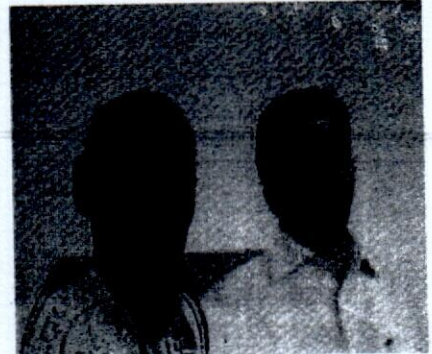

Director

For NIHO CONSTRUCTION LTI

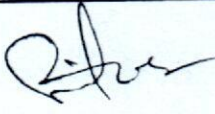

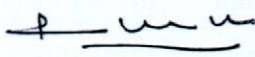

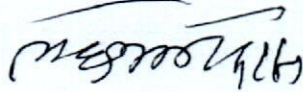


Authorised Signato



दावेदार



गवाह

| | | | |
|----------|---------------------------|---|--|
| पेशकर्ता | M/s S.V.P. Builders (INDL |  |  |
| दावेदार | M/s Niho Cons. Ltd. Throu |  |  |
| गवाह | लछमन दास नम्बरदार |  | |
| गवाह | गोविन्द राम |  | |

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 290 आज दिनांक 13/05/2014 को बही न: 1 जिल्द न: 62 के पृष्ठ न: 85 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 956 के पृष्ठ सख्या 69 से 70 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 13/05/2014



उप/संयुक्त पंजीयन अधिकारी
निसिंग

| | |
|--|--|
| 6323 sq. mtr),557(measuring 2656 sq. mtr),558(measuring 253 sq. mtr) and 559 (measuring 866 sq. mtr) within revenue limits of Mohiddinpur, Kanawani, Gautam Budhhdh Nagar | |
|--|--|

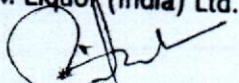
And whereas the parties had made arrangements so as to develop a residential project on part of such lands (34532 sq. mtrs of land comprised in Khasra Nos. 549, 550, 551, part of 552, 553,554,556,557,558,559 and 528 within revenue limits of Mohiddinpur, Kanawani, Gautam Budhhdh Nagar). As per agreement/ arrangement the party of the first part were to provide the lands while party of the second part were to get legal sanctions, develop the lands into residential project and execute sale thereof on such terms, conditions and consideration as incorporated in the said agreement/arrangements.

And whereas in respect of such arrangements the party of the first part had received from the party of the second party as advance Rs. 145807800/- [Rs. 126512750/- by SV Liquor (India) Ltd. & Rs.16795050/- by SVP Builders (India) Ltd.] and further Rs. 2500000/- by SV Liquor (India) Ltd. on 07.07.2009 through chq. No. 10387 drawn on J & K Bank Ltd. Delhi.

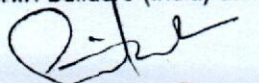
And whereas in respect of balance lands measuring 25351 sq. mtrs comprised in Khasra no. 530,532,555, part of 552, 544,545,546,547 and 548 within revenue limits of Mohiddinpur, Kanawani, Gautam Budhhdh Nagar , the Owners had earlier entered into various sale agreements with the aforesaid Developers but these sale agreements remained subject matter of disputes and could not be executed but the first party had received advances amounting to Rs. 142292200/- [Rs. 120287195/-received by SVP Builders (India) Ltd. and Rs,. 22005005/- by SV Liquor (India) Ltd.] from the party of the second part in respect of these lands; Thus total amounts received by the first party towards total land 34532 + 25351 = 59883 Sq. meters is Rs. 142292200/- + 145807800/- = 288100000/-

And whereas in the light of changed circumstances and increased value of land during past so many years the owners as well as developers have reached a fresh compromise to club both the land blocks and to treat the first arrangement as executed;

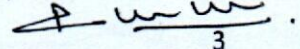
For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.


Director

For NIHO CONSTRUCTION LTD.


3
Authorised Signatory

Now it is settled that out of total advance of Rs. 28,81,00,000, Rs. 145700000/- be treated towards full and final settlement of earlier agreement /arrangements in respect of lands measuring 34532 sq. mtrs and that agreement be treated to be executed and having achieved finality;

And whereas Balance of Rs. 142400000/- be treated to be advance under this agreement for a new Development-cum-Collaboration Agreement in respect of lands measuring 25351 sq. mtrs comprised in Khasra no. 530,532,555, part of 552, 544,545,546,547 and 548 within revenue limits of Mohiddinpur, Kanawani, Gautam Budhhdh Nagar , as part of contribution of the second party, the developers towards the project to be constructed on the balance of lands measuring 25351 sq. mtrs for the development and construction of the buildings on these lands in issue.

And whereas the Owners have agreed to the time bound commitment for obtaining approvals for change of lands use and building plans.

And whereas based on the lines of the negotiated terms both the parties have agreed to develop the said lands by entering into such arrangement

Now therefore this agreement for Collaboration witnesses as under:

Lands/Approvals :

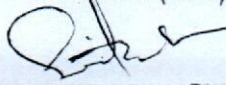
1. The said lands to comprise lands measuring 25351 sq. mtrs comprised in Khasra no. 530,532,555, part of 552, 544,545,546,547 and 548 within revenue limits of Mohiddinpur, Kanawani, Gautam Budhhdh Nagar & more particularly shown and shaded in Green colors in the map attached hereto and marked at Annexure - 1 to this agreement at the bottom of this agreement.
2. The DEVELOPERS shall design/plan for development of residential project proposed to be constructed on the said lands. The Developers shall be entitled, as may be considered appropriate by them to make any modifications, changes or amendments in the building plans within the permissible framework of rules and bye laws.
3. The Owners have agreed to obtain all requisite permissions, sanctions and approvals including change of land use, plan approvals for commencement and carrying out development of the said lands or any other approvals, as may be required from all concerned Authorities, to enable the Developers to develop the said lands.
4. The Developers have agreed, on completion of the project, to obtain all requisite permissions, sanctions and approvals for compounding, completion certificate or any other approvals, as may be required from all concerned Authorities.

For S.V. Liquor (India) Ltd.



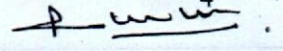
Director

For S.V.P. Builders (India) Ltd.



Director

For NIHO CONSTRUCTION LTD




Authorised Signatory

5. The Owners have categorically agreed to obtain all the approvals to make the said lands developable by the Developers from the concerned authorities within a time bound schedule of 3 months from the date of this agreement. It is made absolutely clear to the Owners that time in this regard is the essence of this clause failing which the Developers shall act on its own in terms of clause No.31 of this agreement to obtain various permissions and develop the said lands. In such an event that the Developers shall be required to obtain all the approvals for development of the said lands, the Owners shall grant power of attorney in favour of the Developer authorising them to obtain all such permissions as may be required to develop and deal with any issues with respect to the said lands.
6. Both the parties shall keep each other informed in the matter of receiving the said permissions, sanction and approval as is required to be obtained by them.


Development/Completion of the project

7. The development and construction of the said project shall mean and include (a) Development and construction of the buildings as per plans approved in the said project in all respects (b) Development and construction of common development like roads, street lights, green areas etc. as mandated in the approved plans of the said project (c) Providing of infrastructure facilities viz. Power back up, fire fighting system, water treatment plant etc (d) Any other item of work not mentioned here but is attributable specifically to the development and construction of the said project.
8. The Developers shall ensure that the said project is duly constructed and completed in accordance with the approved building plans.
9. The Owners shall hand over defacto possession of the said lands to the Developers in due course of time for development of the project. However de jure possession of the said lands shall be handed over upon receipt of the consideration as mentioned in clause No. 32 for the purpose of development and construction thereon.

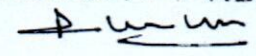
For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.


Director

For NIHO CONSTRUCTION LTD.


Authorised Signatory

10. The Developers shall commence development/construction and complete the same in a mutually agreed manner over a period of 48 months with grace period of 6 months from the date the approval of plans by the concerned authorities.

11. The period of completion of the development shall be subject to force majeure arising out of flood, earthquake, riot, war storm, tempest, civil commotion, strike, lock-out, market conditions and any other act of omission beyond the reasonable control of the Developers resulting in 100% suspension in the work for more than 1 (one) month save except that any obstruction that ought to have been cleared by the Owners in which case the period of completion shall stand extended for such period the obstruction could not be removed by the Owners.


12. The Owners and/or their authorized representatives shall be at liberty and entitled to inspect progress and quality of construction and materials used. Provided however that Owners or anybody else claiming through or under them shall not cause any type of hindrance or interference in construction activities or in the day to day affairs of the Developers in the matter of development and construction of the said buildings.

13. The materials/specifications to be used for construction of the said buildings shall be as mutually agreed upon from time to time. The Developers shall be solely entitled to deviation required if any, in the quality/specifications agreed as per this agreement at appropriate time in progress of construction if considered fit in interest of the project and is not detrimental to the interest of the Owners.

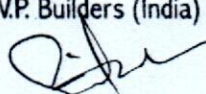
14. The Developers undertake to follow all Acts, Laws, rules, notification related to and applicable upon the said buildings to be constructed on the said lands and not to commit any violation which may invalidate the permission/approvals for development and occupation of the said buildings. The Developers undertakes to keep Owners fully indemnified against all losses incurred by Owners due to such violation on the part of Developers.

15. It will be the obligation of the Developers to abide by all statutory provisions regarding the employment of such workers and payment of their dues on time.

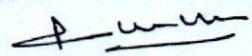
For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.


Director

For NIHO CONSTRUCTION LTD.


Authorised Signatory
6

16. In case any claim is made by any worker or employee or by any third person against the Owners regarding the construction of the said buildings, then the Developers will keep the Owners indemnified from such claims/liabilities.

Marketing / Sale of the Project

17. The Developers shall undertake marketing responsibilities of the said project including determination of the pricing/discounting of basic sale prices and other charges like electrical connection/power back up charges, reserved car parking charges, transfer charges, and finalisation of the terms and conditions for sale of saleable area in the said project.

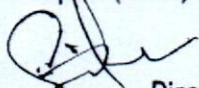
18. That so far as IFMS Deposits that shall be fixed by Developers at the appropriate time of handing over of possession shall be collected and retain by them as the responsibility for maintaining the project shall be that of the Developers only.

19. The developers shall prepare drafts of all necessary standard documents/agreements, conveyance deeds for bookings/sales and the same shall be prepared by in conformity with terms of this agreement shall execute with the buyers.

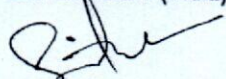
20. The Developers would be entitled to offer of possession to the buyers pending obtaining of the occupancy certificate. In case where possessions are handed over pending obtaining of the occupancy certificate by the Developers, cost / penalties etc. if any shall be entirely borne and paid by the Developers only.

21. The Developers are authorised under this agreement to sale the units in the project, receive consideration in its name and issue receipts for the same and execute agreements/deeds with the buyers as may be required in course of sale of the units. Additionally, the Owners shall execute power of attorney/pass necessary resolutions in favour of the Developers for execution and registration of the Buyers agreements/Sale Deed/Conveyance Deed(s) and all other documents and deeds in favour of the intending purchasers of the units/ flats spaces on receipt of full and final consideration by the owner from the developers in terms of clause 31 of this agreement.

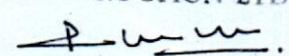
For S.V. Liqueor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.


Director

For NIHO CONSTRUCTION LTD.


Authorised Signatory

22. All the common areas and facilities of the said project including the said buildings shall be maintained by the Developers and/or their nominees by charging unit buyers maintenance charges, replacement fund; security deposits etc. at such rates as may be fixed by the Developers and/or an Association of Buyers, as the case may be.

Costs/Taxes etc.

23. The cost/fees/charges/deposits and incidental costs for obtaining the approvals for commencement of development and construction shall be entirely borne and paid by the Developers and the Owners shall not be responsible to bear and pay the same.

24. The cost/fees/charges/deposits and incidental costs for obtaining the approvals for compounding/occupation of the units/said buildings shall be entirely borne and paid by the Developers and the Owners shall not be responsible to bear and pay the same.

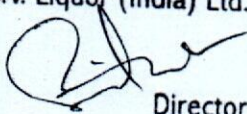
25. All costs and expenses relating to development and construction of buildings in the said project including costs of materials, inputs, lifts, firefighting equipment's, labour, supervision, cost of infrastructure development, cost any facilities, amenities as approved for the said buildings shall be borne and paid by the Developers alone.

26. Any cost not specifically mentioned herein above but attributable to obtaining of approvals for commencement, development and construction of the said buildings, for obtaining of various approvals for occupying the said buildings by the flat buyers of the said buildings shall be borne and paid by the Developers alone.

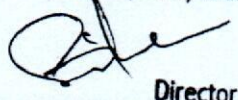
27. That all type of construction related taxes like works tax or any other similar type of tax in respect of the construction of the said buildings in the said project shall be borne and paid by the Developers.

28. The Developers shall market the said project. It is further agreed that all marketing expenses such as brokerage, advertisement, brochures, literature, events and other sales promotion schemes, etc. to market the entire project shall be borne by the developer alone to the entire exclusion of the owners.

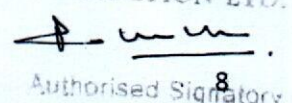
For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.


Director

For NIHO CONSTRUCTION LTD.


Authorised Signatory

29. The documentation charges, stamp duty, registration fee and any other incidental expenses regarding this agreement shall be borne by the Developers only.

30. The owners shall bear and pay all the costs to keep the lands free from any title defects and keep the developers indemnified against any losses/damages it may suffer due to any defect in title of the said lands during currency of this agreement.

Considerations and related terms for both the parties

31. The Owners, in lieu of contributing the said lands free of any title defects, encumbrances, liens, claims rights and interest of any third party, shall be entitled to a total sum of Rs. 142400000/- (Rupees Fourteen Crore Twenty Four Lakh only) plus 15 flats 3 BHK (of 1666 Sq.ft super area each) in the Scottish Garden Phase I, building block Blossom Height, in respect of which necessary sanctions have been obtained and development work already commenced as total share of the owners in the project to be constructed on the said lands. The agreed share of the owners in the said project is to be paid by the Developers as under :


i. The Developers have already paid a sum of Rs. 142400000/- (Rupees Fourteen Crore Twenty Four Lakh only) as agreed in recitals above. Receipt of which the Owners hereby acknowledge.

ii. The Developers have agreed to transfer 15 flats 3 BHK (of 1666 Sq.ft each) in the Scottish Garden Phase I, building block Blossom Height in respect of which necessary sanctions have been obtained and development work already commenced towards share of the owners in the project the details of the flats is detailed in Annexure – II to this agreement.


32. Developers in lieu of incurring all the cost and expenses for carrying out development and construction of the said buildings and obtaining completion/occupation certificate at their own costs/risks shall be entitled to balance of the sales receipts after sharing revenue in the above manner with the Owners

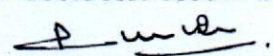
33. In an event that the approvals cannot be obtained, for any reasons attributable to owners or developers or circumstances beyond the control or both the owners and developers, in the time bound period as mentioned herein above, the Developer shall take over all the obligations on part of the Owners and complete the same at its own costs and risks in which case the

For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd. For NIHO CONSTRUCTION LTD.


Director


Authorised Signatory

Owners shall be deemed to have authorised the developers to do all acts and deeds as if they were owners of the said lands. The Developers shall be further relieved from all the obligations under this agreement save except consideration to be paid to the owners which shall be considered as fixed at Rs. 14,24,00,000 as already paid plus 15 Flats as detailed in Clause above and Annexure II to this agreement or Rs. 9 crores (at the choice of the owner) for which flats have been agreed to be transferred to the Owners by the Developers in terms of clause no.31 of this agreement.

In such an event that the approvals are not obtained in the time bound period as mentioned herein above, the owners shall, on receiving the fixed consideration as fixed herein above in this clause, (a) allow Developers to retain the possession of the lands on as is where is basis and develop the lands on its own after obtaining approvals for commencement of the development at its own costs and expense. (b) grant a general power of attorney in favour of the developers entitling them to obtain various approvals/development sale and conveying constructed units in favour of the flat buyers of the proposed project, get the land registered in its name if so desired by the developers (c) shall pass all such resolutions as may be necessary for smooth completion of the transaction as also shall execute all documents/deeds as may be required by the developers in course of development of the said lands.

Assurances/General Aspects:


34. The name of said project shall be determined by the Developers only.

35. No amendment or modification in this agreement shall become operative or binding on the parties unless they are agreed to in writing by authorized representatives of each party and such writings are expressly stated and accepted as being an amendment to the Agreement.

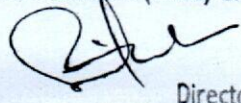
36. If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

37. The Owners and the Developers have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership or as a joint venture or as a agency between the Owners and the Developers nor shall the Owners and the Developers in any manners construe it is an association.

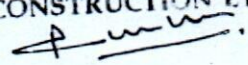
For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.


Director

For NIHO CONSTRUCTION LTD.


10
Authorised Signatory

38. All communications/notices between the parties shall be sent through Registered AD Post at the addresses of the parties given above or against receipt by hand.

39. The Owners have assured the Developers that the Owners or the Recorded Owners have not entered into any type of transaction with any third party in respect of the said lands on which the development and construction of the said buildings is contemplated under this agreement and that the said lands is free of any encumbrances, charges, liens etc thereon. It is clarified that the rights of the Owners with reference to the said lands flow from the various documents mentioned in Annexure- III and that this Collaboration Agreement is also executed by the Owners on the basis of the said documents.

40. In case any type of obligations/liabilities to third parties have been undertaken by the Owners with reference to the said lands, the same shall be met and discharged by the Owners and the Developers shall be kept indemnified against any such objections/liabilities.

41. The Owners agree to get any defects in their title or in the title of the said lands rectified at their own cost and to keep the Developers indemnified against any losses, damages as may be caused to the Developers by reason thereof.

42. Developers shall observe and comply with all rules, regulations, terms and conditions of permissions, building plans and other statutory provisions. Developers shall keep the Owners indemnified against any losses, damages, consequences arising out of any violations of statutory provisions, payments, and conditions of permissions etc.

43. All claims whatsoever made by any party concerned with construction on the Developers including suppliers of materials, equipments to be used in the constructions and completion of the scheme/buildings under this Agreement shall be borne and paid by the Developers. The Developers shall keep the Owners fully indemnified against all such claims and demands whatsoever.

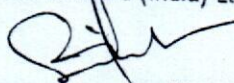
44. Disputes, if any that may arise between the parties with respect to this Agreement, or interpretation of terms, or its performance or execution shall be settled by reference to Arbitration under the provisions of Arbitration & Conciliation Act of 1996. The venue of arbitration shall be at Delhi. The arbitration proceedings shall be governed by the provisions of Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force.

For S.V. Liqueur (India) Ltd.



Director

For S.V.P. Builders (India) Ltd.

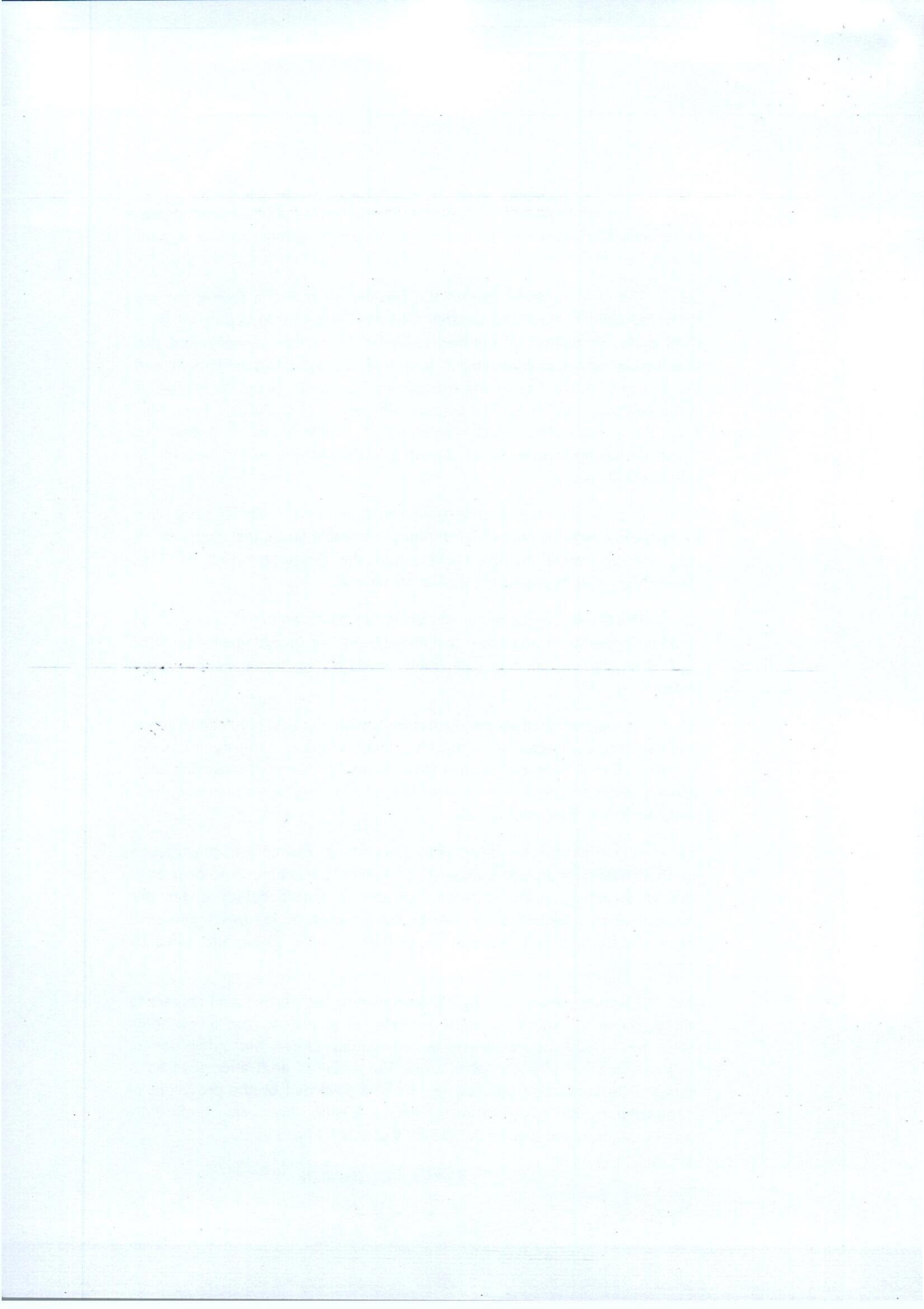


Director

For NIHO CONSTRUCTION LTD.



Authorised Signatory



ANNEXURE 1

Statement showing details of the lands which are subject matter of this agreement and map of the lands.

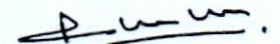
ANNEXURE 2

Statement showing details of the 15 flats which are part of consideration as per clause 31 of this agreement

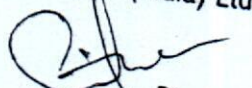
ANNEXURE 3

Statement showing details of the sale deeds alongwith certified copies through which title of the lands as per annexure 1 has been conveyed in favour of owners herein viz. 15 flats which are part of consideration as per clause 31 of this agreement M/s. SVP BUILDERS (INDIA) Ltd. and SV Liquor (India) Ltd.

For NIHO CONSTRUCTION LTD.


Authorised Signatory

For S.V. Liquor (India) Ltd.


Director

For S.V.P. Builders (India) Ltd.


Director

45. This Agreement shall be said to the jurisdiction of Ghaziabad, which is the jurisdictional area of land location only.

In witness whereof the parties hereto have signed this Agreement in the presence of witnesses on the day, month and year first above written.

Signed Sealed and delivered for and on

behalf of SVP Builders (I) Ltd

and SV Liquor (I) Ltd. through its authorised

Signatory Shri Sunil Kumar Jindal s/o Shri Vijay Kumar

For S.V.P. Builders (India) Ltd.


Director

For S.V. Liquor (India) Ltd.


Director



Signed Sealed and delivered for and on

behalf of Niho Construction Ltd.

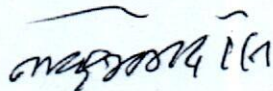
through its authorised

Signatory Shri -PRATEK KUMAR MOHANBHAI CHAUHAN
S/o . MOHANBHAI CHAUHAN

For NIHO CONSTRUCTION LTD.


Authorised Signatory

Witness:



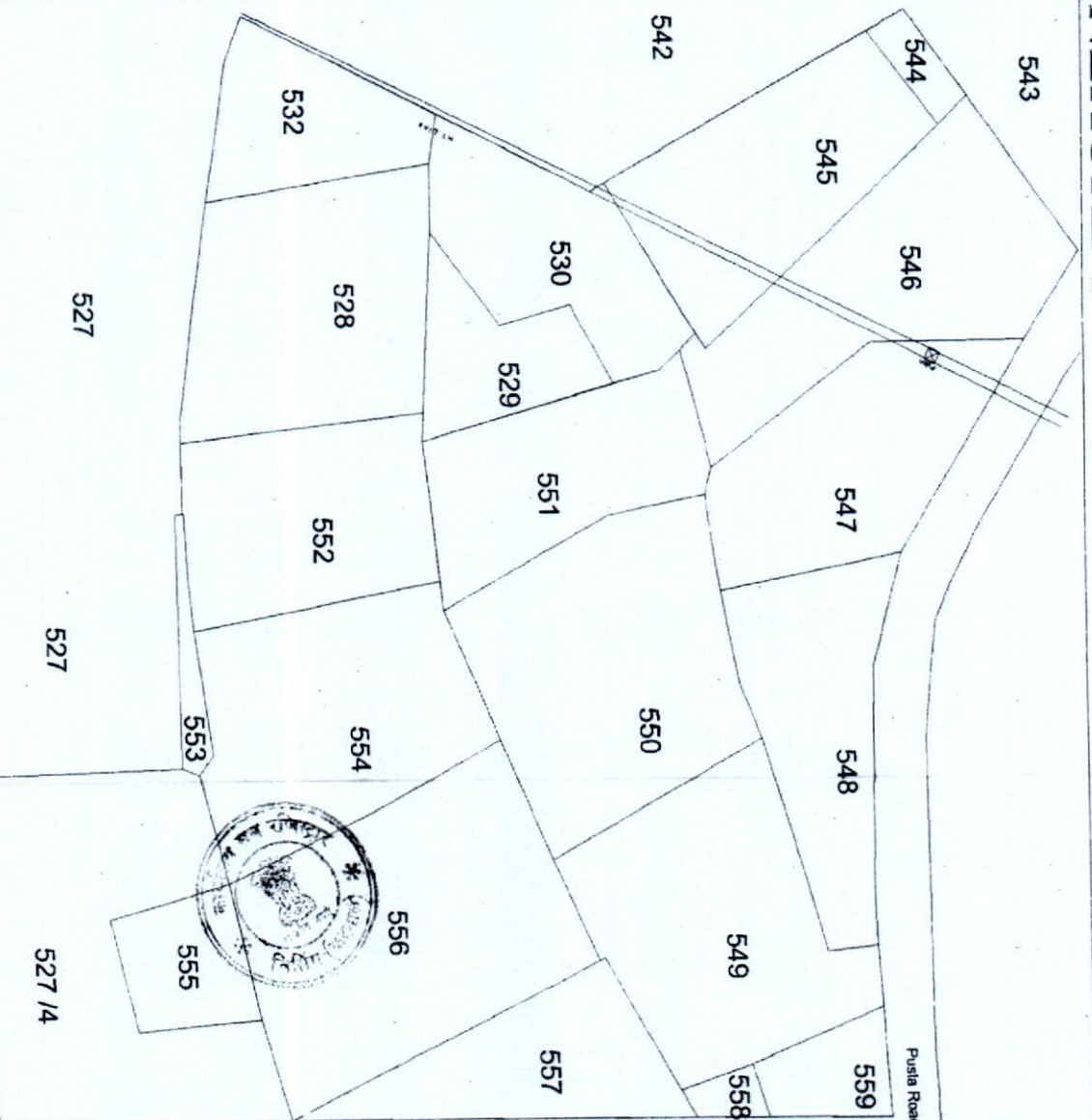
1.

2.


GOVIND LAL
S/o. LAL NATH
at 19-A, Deekhi D/i,
MAYAPUR VILLAGE Ph-III

ANNEXURE 1

Statement showing details of the lands which are subject matter of this agreement and map of the lands.



NORTH LINE



Area under SV Liquor (India) Ltd
Khasra NO. AREA IN SQMT.

| | |
|-----|---------|
| 544 | 379.00 |
| 545 | 3920.00 |
| 546 | 4805.00 |
| 547 | 3794.00 |
| 548 | 3288.00 |
| 549 | 5058.00 |
| 550 | 5564.00 |
| 551 | 3162.00 |
| 552 | 3541.00 |
| 553 | 379.00 |
| 554 | 4679.00 |
| 555 | 6323.00 |
| 556 | 2656.00 |
| 557 | 253.00 |
| 558 | 866.00 |
| 559 | |

Area under M/s. SVP BUILDERS
(INDIA) Ltd.
Khasra NO. AREA IN SQMT.

| | |
|-----|---------|
| 555 | 1265.00 |
|-----|---------|

Area under M/s. SVP BUILDERS
(Sumit Jindal)
Khasra NO. AREA IN SQMT.

| | |
|-----|---------|
| 528 | 4047.00 |
| 530 | 2763.00 |
| 532 | 3141.00 |

ALL DIMENSIONS AND DISTANCES ARE IN METERS

For S.V. Liquor (India) Ltd.

For S.V.P. Builders (India) Ltd.

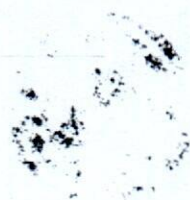
For NIHO CONSTRUCTION LTD.

For S.V.P. Builders (India) Ltd.

For S.V.P. Builders (India) Ltd.

For S.V.P. Builders (India) Ltd.

For S.V.P. Builders (India) Ltd.



ANNEXURE - 2

| Statement showing details of the 15 flats which are part of consideration as per clause 31 of this agreement | | | |
|--|----------|---------|---|
| S No. | Block No | Unit no | Area of FLAT in Sq.FT.Super builtup(Annrox) |
| 1 | 0-1 | 201 | 1,666 |
| 2 | 0-1 | 301 | 1,666 |
| 3 | 0-1 | 501 | 1,666 |
| 4 | 0-1 | 502 | 1,666 |
| 5 | 0-1 | 503 | 1,666 |
| 6 | 0-1 | 504 | 1,666 |
| 7 | 0-1 | 601 | 1,666 |
| 8 | 0-1 | 602 | 1,666 |
| 9 | 0-1 | 701 | 1,666 |
| 10 | 0-1 | 702 | 1,666 |
| 11 | 0-1 | 703 | 1,666 |
| 12 | 0-1 | 704 | 1,666 |
| 13 | 0-1 | 102 | 1,666 |
| 14 | 0-1 | 103 | 1,666 |
| 15 | 0-1 | 303 | 1,666 |



For S.V.P. Builders (India) Ltd.

Director

For NIHO CONSTRUCTION LTD.

Authorised Signatory

For S.V. Lique (India) Ltd.

Director



THE UNIVERSITY OF CHICAGO

Director

Director

ANNEXURE - 3

Statement showing details of the sale deeds alongwith certified copies through which title of the lands as per annexure 1 has been conveyed in favour of owners herein viz. 15 flats which are part of consideration as per clause 31 of this agreement M/s. SVP BUILDERS (INDIA) Ltd. and SV Liquor (India) Ltd.

| Sr.N o. | Khasra No. | Purchase from | Owners as on Date | Area in Sq.Mt. | Sale deed executed on | Sale deed registered at Sr.No./Date of registration |
|---|------------|---|-------------------|----------------|-----------------------|---|
| DETAILS OF THE LAND OWNED BY S.V.P. BUILDERS (INDIA) LTD. | | | | | | |
| 1 | 528 | (1)Shri Vijay Kumar Prabhakar(2)Shri As... Kumar Prabhakar(3)Shri C.S. Prabhakar All S/O Late shri Jagan Prabhakar | Sunil Jindal | 4047.0 | 28/08/2004 | Book No. 1 Volume no.1228 Page no.1245 to 1260 Dated 28/08/2004, Registered at noida Gautam budh nagra. |
| 2 | 530 | (1)Shri Tek Chand (2)Shri Shant Ram S/O Late Shri Kharak Shingh(3)Shri Mahesh (4)Shri Rajendra (5)Shri Manoj kumar (6)Shri Vinod Kumar All S/O Late Shri Hanshraj | Sunil Jindal | 2763.0 | 18/09/2004 | Book No. 1 Volume no.1233 Page no.391 to 404 Dated 18/09/2004, Registered at noida Gautam budh nagra. |
| | 530 | (1)Hansa Ram S/O Shri Ram Saran(2)Shri Karam Singh(3)Shri Budh Singh(4)Shri Jaipal Singh All S/O Late Shri Mansa Ram | Sunil Jindal | | | |



For S.V.P. Builders (India) Ltd.

Director

For S.V. Liquor (India) Ltd.

Director

For NIHO CONSTRUCTION LTD.

Authorised Signatory

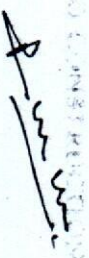
| | | | | |
|-----|--|--------------|--------|---|
| 530 | (1)Shri Brjipal Singh(2)Shri Mani Ram(3)Shri Desh Raj(4)Shri Ram Prakash(5) Shri Ant Raj(6)Shri Satbir Singh All S/O Late Shri Radhey Shyam(7)Shri kavinder(8) Shri Rarendra (9)Shri Inder(10)Shri Ishwar All S/O Late Shri Dhani Ram(11) SMT.Jagwati Devi W/O Late shri Dhani Ram | Sunil Jindal | | |
| 3 | (1)Shri Tek Chand (2)Shri Shant Ram S/O Late Shri Kharak Shingh(3)Shri Mahesh (4)Shri Rajendra (5)Shri Manoj kumar (6)Shri Vinod Kumar All S/O Late Shri Hanshraj | Sunil Jindal | 3141.0 | 18/09/2004 Book No. 1 Volume no.1233 Page no.391 to 404 Dated 18/09/2004, Registered at noida Gautam budh nagra. |
| 532 | (1)Hansa Ram S/O Shri Ram Saran(2)Shri Karam Singh(3)Shri Budh Singh(4)Shri Jaipal Singh All S/O Late Shri Mansa Ram | Sunil Jindal | | |
| 532 | (1)Shri Brjipal Singh(2)Shri Mani Ram(3)Shri Desh Raj(4)Shri Ram Prakash(5) Shri Ant Raj(6)Shri Satbir Singh All S/O Late Shri Radhey Shyam(7)Shri kavinder(8) Shri Rarendra (9)Shri Inder(10)Shri Ishwar All S/O Late Shri Dhani Ram(11) SMT.Jagwati Devi W/O Late shri Dhani Ram | Sunil Jindal | | |

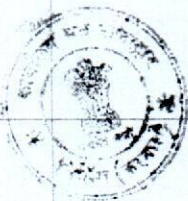
for S.V.P. Builders (India) Ltd.

 Director

V. Liquor (India) Ltd.

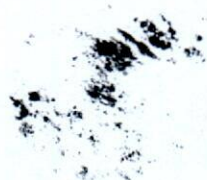
 Director

For Noida Corporation Ltd.

 Authorised Signatory



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| | | | | | | |
|--|-----|---|---------------------------|----------------|------------|---|
| 1 | 555 | (1)Dr.Mahender NagarS/o Shri Chander Singh(2)Dr. Manoj Sharma S/o Shri Vidhya Sagar Sharma(3)Dr.Umesh Madaan S/o Shri V.P.Madan(4)Dr.Anil Bansal S/o Shri P.P. Bansal(5)Dr. Ashok Kumar S/o Shri Harvir singh | SVP Builders (India) Ltd. | 1265.0 | 07/04/2004 | Book No. 1 Volume no.1206 Page no.473 to 484 Dated 07-04-2004, Registered at noida Gautam budh nagra. |
| DETAILS OF THE LAND OWNED BY S.V. LIQUOR (INDIA) LTD. | | | | | | |
| 1 | 544 | (1)Shri Dhanpal(2) Shri Rampal(3)Shri Sardar singh All S/o Shri Pran(4) Shri Munshi S/o Shri Harpal | SV Liquor (India) Ltd. | 379.0 | | Book No. 1 Volume no.1214 Page no.363 to 374 Dated 01-06-2004, Registered at |
| 2 | 545 | Shri Dayanand,Shri Brahmanand,Lakhi Ram,And Shri Jagdish All S/o Shri Shish Ram | SV Liquor (India) Ltd. | 3920.0 | 01/06/2004 | |
| 3 | 546 | | SV Liquor (India) Ltd. | 4805.0 | | |
| 4 | 547 | | SV Liquor (India) Ltd. | 3794.0 | | |
| 5 | 548 | | SV Liquor (India) Ltd. | 3288.0 | 17/07/2004 | |
| 6 | 549 | | SV Liquor (India) Ltd. | 3100.0 | | |
| 7 | 550 | | SV Liquor (India) Ltd. | 3110.0 | | |
| 8 | 551 | | SV Liquor (India) Ltd. | 3544.0 | | |
| 9 | 552 | M/S. Delhi Auto & General Finance | SV Liquor (India) Ltd. | 379.0 | | |
| 10 | 553 | P.Ltd Through Director Shri G. Sagar Suri | SV Liquor (India) Ltd. | 4679.0 | | |
| 11 | 554 | S/o shri Udhoo Ram Suri | SV Liquor (India) Ltd. | 6323.0 | | |
| 12 | 556 | | SV Liquor (India) Ltd. | 2656.0 | | |
| 13 | 557 | | SV Liquor (India) Ltd. | 253.0 | | |
| 14 | 558 | | SV Liquor (India) Ltd. | 866.0 | 17/03/2004 | |
| 15 | 559 | | SV Liquor (India) Ltd. | | | |
| TOTAL | | | | 59883.0 | | |

or S.V.P. Builders (India) Ltd.

Director

or S.V. Liquor (India) Ltd.

Director

For Noida Corporation Ltd.

Authorized Signatory

Director

Mr. J. H. ...