



सत्यमेव जयते

INDIA NON JUDICIAL

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| Certificate No. | : IN-DL35870484600993P |
| Certificate Issued Date | : 06-Jan-2017 05:41 PM |
| Account Reference | : IMPACC (IV)/ dl960303/ DELHI/ DL-DLH |
| Unique Doc. Reference | : SUBIN-DL96030372188920619894P |
| Purchased by | : OXIRICH CONSTRUCTION PVT LTD |
| Description of Document | : Article 5 General Agreement |
| Property Description | : Not Applicable |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : NIHO CONSTRUCTION LTD |
| Second Party | : OXIRICH CONSTRUCTION PVT LTD |
| Stamp Duty Paid By | : OXIRICH CONSTRUCTION PVT LTD |
| Stamp Duty Amount(Rs.) | : 100 (One Hundred only) |

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87/4

Ad No-396777671634

23157666



Please write or type below this line.

(Signature)
Authorized Signatory
(PRATEEK KUMAR CHOHAN)
SUPPLEMENTARY AGREEMENT

(Vikas Doo)
Director
(Signature)
Director

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

BETWEEN

Page 1 of 24

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.e-stamp.com". Any discrepancy in the details on this Certificate and on available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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For NIND CONSTRUCTION LTD.

[Signature]

Authorized Signatory



For Oxirich Construction Pvt. Ltd.

[Signature]



[Signature]



[Signature]

[Signature]



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

AND

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

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

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

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

For NIHO CONSTRUCTION LTD.

Authorized Signatory

For Oxirich Construction Pvt. Ltd.

Deed Related Detail

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

This document of GENERAL AGREEMENT

GENERAL AGREEMENT

Presented by: Sh/Smt.

R/o

Ms NIHO CONSTRUCTION LTD THR.

NA

VILL MADANPUR KHADAR ND

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

Signature of Presenter

Registrar/Sub Registrar

Sub Registrar V

Delhi/New Delhi

Execution admitted by the said: Shri / Ms.

Ms NIHO CONSTRUCTION LTD THR. AUTH. PRATEEK KUMAR

and Shri / Ms.

Ms OXIRICH CONSTRUCTION PVT LTD THR. VIKAS DUA

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

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

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

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

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

Date 09/01/2017 15:46:09

Registrar/Sub Registrar

Sub Registrar V

Delhi/New Delhi

Revenue Department NCT of Delhi

DORIS

NIC-DSU

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

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

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

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

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

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

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

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

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

Authorized Signatory




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

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

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

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

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


Authorized Signatory



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


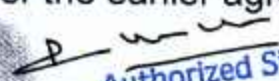
And whereas with effect from this agreement being signed it is agreed between both the parties that even if the Second Party is unable to get the total or part of the above proposed FAR of 13207 sq. Mtrs., the liability transferred as mentioned below in the operative part of this agreement in Para no.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

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

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

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

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



Authorized Signatory



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

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

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



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

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

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

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

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

- 1. OBLIGATIONS OF BOTH THE PARTIES RELATING TO PREVIOUS AGREEMENTS STAND FULFILLED, SETTLED AND SATISFIED AS PER PARTICULARS CATEGORICALLY RECORDED HEREUNDER:-**

For NIHO CONSTRUCTION LTD.
Authorized Signatory



For Oxirich Construction Pvt. Ltd.

Director



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

 
Authorized Signatory

 
For [illegible] Construction Pvt. Ltd.

Director



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

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


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


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

A. Under the Collaboration agreement dated 8th September 2011 the scope of deal was for an area admeasuring 25455 sq. mtrs of FSI which stood reduced to an area of 19452 sq. mtrs of FSI on the basis of Addendum dated 1st April 2013 and by taking into consideration the increased scope of area wef this agreement admeasuring 13207 sq. mtrs of, the scope of total deal works out to 32659 sq. mtrs of FSI utilization.

B. For utilization of total area of 32659sq. mtrs of FSI, 44% share of the First Party works out to 14370 sq. mtrs of FSI utilization. Under the previous deal the First Party has already got 62 Flats in the said project covering utilization of 6854 sq. mtrs of FSI. By deducting the said area of 62 flats the entitlement of the First Party would remain only to the extent of 7516 sq. mtrs to be utilized for the benefit of the First Party, in the said project to complete their share of 44% in the total deal.

C. For utilization of total area of 32659 sq. mtrs of FSI 56% share of the Second Party works out to 18289 sq. mtrs of FSI utilization. Under the previous agreements the Second Party has already got 114 Flats in the said project covering utilization of 12598 sq. mtrs of FSI. By deducting the said area of 114 flats the entitlement of the Second Party would remain only to the extent of 5691 sq. mtrs to be utilized for the benefit of the Second Party, in the said project to complete their share of 56% in the total deal.

For NIHO CONSTRUCTION LTD.

Authorized Signatory

For Oxinch Construction Pvt. Ltd.

Director



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

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

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

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

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

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

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

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



For Oxrich Construction Pvt. Ltd.



Director



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

A. There are certain pre-existing liabilities of the First Party which have been transferred to the shoulders of the Second Party for all intents and purposes in terms of this Agreement as follows :-

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

For NIHO CONSTRUCTION LTD.
Authorized Signatory

Oxirich Construction Pvt. Ltd.
Director



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

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

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

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

For WHO CONSTRUCTION LTD.

Authorized Signatory

For Kitch Construction Pvt. Ltd.

Director



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

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

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

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

 For NIHO CONSTRUCTION LTD.
Authorized Signatory

For Oxirich Construction Pvt. Ltd.


Director



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

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

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

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

 
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For Oxirich Construction Pvt. Ltd.
Director



4. OBLIGATIONS OF THE FIRST PARTY :-

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

For SVHO CONSTRUCTION LTD.


Authorized Signatory

For SVHO Construction Pvt. Ltd.


Director



Delhi Police

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

5. OBLIGATIONS OF THE SECOND PARTY :-

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



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

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

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

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Oxirich Construction Pvt. Ltd.

Director



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

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

GENERAL TERMS AND CONDITIONS:-

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

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



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

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

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

For NIHO CONSTRUCTION LTD.

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For Oxirich Construction Pvt. Ltd.

Director



- D. That with reference to their own share of the Second Party, the Second Party shall be entitled to raise Bank Finance or Loan facilities from financial institutions for development and construction of the additional areas on the basis of revised building plans, as agreed in this agreement at their own risk and cost. For the said purpose of raising loan, First Party authorises Second Party to mortgage super structure along with it's proportionate share of FSI in the form of inventory/built up area/flats falling to the their (Second Party's) share at their own risk and cost .
- E. That the transfer of Liabilities of the First Party has been taken over by the Second Party only with regard to their liabilities particularized and specifically stated in Para no. 3(A) above. The Second Party has not undertaken to discharge any other liabilities of the First Party be that past, present or future which are not stipulated in the present agreement.
- G. That all the taxation liabilities of the parties whether past, present or future shall be respectively meted out and discharged by themselves without recourse to the other party.
- H. That the First Party undertakes to keep the Second Party fully and completely harmless and indemnified against all types of claims, demands or liabilities of the First Party save and except what is specifically stated in Para no. 3(A) above and elsewhere in this agreement and also against all types of losses or damage etc and cost and expenses of defending any litigation relating to all such matters.
- I. That the Second Party undertakes to keep the First Party fully and completely harmless and indemnified against all types of claims, demands or liabilities of the Second Party save and except what is specifically stated in this agreement and also against all types of losses or damage etc and cost and expenses of defending any litigation relating to all such matters.
- J. The Second Party cannot make the First Party a part of any dispute arising between the Second Party and any third party whose liabilities are being taken over by the Second Party. With execution of this agreement, the First Party cannot be a party to any disputes or agreements that the Second Party executes with any other parties whose liabilities the Second Party has taken over pertaining to the project described in this agreement.



- K. That the Second Party will forward a copy of all written relevant communication with AOA & GDA to First Party within a week of receiving the same and will only execute any MOU/Agreements/Commitments on behalf of the First Party with AOA & GDA post written consent from the First Party. All the relevant documents/deeds shall only be executed by the Second Party only after the documents/deeds are mutually approved by the First Party and the Second Party.
- L. The Parties will maintain complete confidentiality about the contents and terms of this agreement save except this restraint shall not apply to the party disclosing the same to their professional advisors, financial institutions & prospective customers.
- M. The Agreement shall not be amended by the Parties without the prior written consent of both the parties to the agreement.
- N. The Parties hereto confirm that signatories to this Agreement have the requisite authority to execute and bind the respective Parties.

DISPUTE RESOLUTION

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

FORCE MAJEUR

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

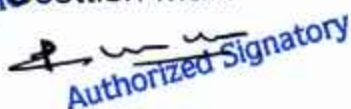


ANNEXURE-1

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

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

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


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

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

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

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

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


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For  Construction Pvt. Ltd.
Director



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

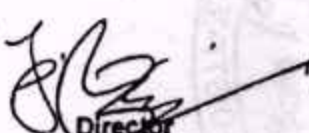
"Unanimously resolved that an agreement be entered into with Oxirich Constructions Pvt. Ltd. for development of proposed Towers O-5 & O-6 & part of under construction Towers O-1, O-2, O-3 & O-4 at company's group housing project Niho Scottish Garden at Ahinsa Khand, Indirapuram".

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

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

For Niho Construction Ltd.


Director
(Deepak Kapil)


Director
(Jayprakash Mangtani)

NIHO CONSTRUCTION LTD.

Regd. Office : X-22, 1st Floor, Hauz Khas, New Delhi - 110 016 Ph.: 011-41655803/4/5, 41656807/8 Fax : 011-41656806
E-mail : info@niho.co.in Website : www.niho.co.in

IN

Y OF THE RESOLUTION
ON THE COMMISSION
AT THE DISTRICT

that an agreement be entered into with the Government of India
to provide for the construction of a road from the town of Delhi to the
town of Gurgaon.

It is further resolved that a committee be appointed to consider the
provisions of the Delhi Development Act, 1956, and to report thereon to the
Commissioner of Delhi.

It is further resolved that the Government of India be requested to
provide for the construction of a road from the town of Delhi to the
town of Gurgaon, and to provide for the construction of a road from the
town of Gurgaon to the town of Faridkot.



30.00 MT. WIDE PROPOSED MASTER PLAN ROAD

ENTRY

FUTURE EXPANSION
LAND
OTHER
LAND

FUTURE EXPANSION
LAND

FUTURE EXPANSION
LAND

ANNEXTURE - 2 - BOUNDARY WALL TO BE COMPLETED BY
SECOND PARTY WITHIN 6 MONTH OF AGREEMENT SIGNING
(AS SHOWN ABOVE)
For Office Construction Pvt. Ltd.

SITE PLAN

Director

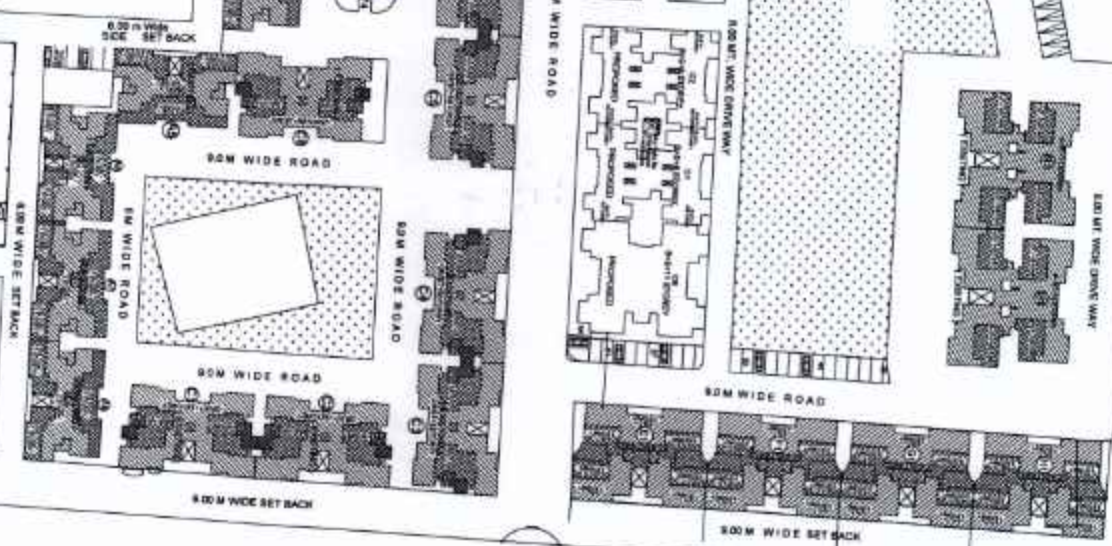
For NITHO CONSTRUCTION LTD.

Authorized Signatory

18.00 MT. WIDE ROAD

ENTRY

PROPERTY LINE





FOR OFFICIAL USE ONLY

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

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

2744847778.
WITNESSES:-

1. Sanyas Gambhir
S/o- Sh. Surendra Pal Gambhir
R/o- B-1001, Antriksh Nature
(A-110), Sector-24, Noida.

For NIHO CONSTRUCTION LTD.

Authorized Signatory
FIRST PARTY

2. Vikrant Hamboj
S/o- Sh. Brij Lal
R/o- 29, Subhash Nagar.

For Oxindia Construction Pvt. Ltd.

SECOND PARTY Director

Dikash Pishh. Yamuna Nagar.

LicNo- 2268/05

LicNo- DL- 0520090053232

Shyam Lal

S/o- Sh. Chhotte Lal

R/o- 1585, Street No-1,
Vijay Park Mayapuri
Delhi.

Reg. No.
87

Reg. Year
2017-2018

Book No.
4



Ist Party



IInd Party



Witness

Ist Party

Ms NIHO CONSTRUCTION LTD THR. AUTH. PRATEEK KUMAR CHAUHAN

IInd Party

Ms OXIRICH CONSTRUCTION PVT LTD THR. VIKAS DUA

Witness

VIKRANT KAMBAJ, SHYAM LAL

Certificate (Section 60)

Registration No.87 in Book No.4 Vol No 4,231

on page 112 to 137 on this date

20/01/2017 4:34:55PM

day Friday

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

Date 20/01/2017 16:29:58



Woj
Sub Registrar
Sub Registrar V
New Delhi/Delhi



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