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INDIA NON JUDICIAL

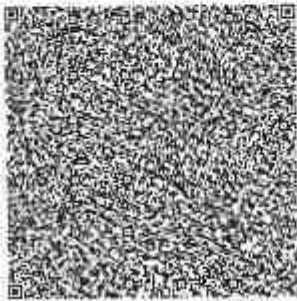


सत्यमेव जयते

## Government of Uttar Pradesh

### e-Stamp

Certificate No.	: IN-UP016054804477570
Certificate Issued Date	: 14-Jan-2016 12:39 PM
Account Reference	: SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPSHCIL01019284429141680
Purchased by	: NANDINI BUILDHOME CONSORTIUM PRIVATE LIMITED
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PLOT NO-15/C-2,SECTOR-15,VASUNDHARA,GHAZIABAD
Consideration Price (Rs.)	: 25,92,65,000 (Twenty Five Crore Ninety Two Lakh Sixty Five Thousand only)
First Party	: DHOOT INFRASTRUCTURE PROJECTS LIMITED
Second Party	: NANDINI BUILDHOME CONSORTIUM PRIVATE LIMITED
Stamp Duty Paid By	: NANDINI BUILDHOME CONSORTIUM PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 51,85,500 (Fifty One Lakh Eighty Five Thousand Five Hundred only)



VERIFIED BY  
Sub-Registrar-IV  
Ghaziabad

LOCKED BY  
Sub-Registrar-IV  
Ghaziabad

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

For Dhoor Infrastructure Projects Limited

For Dhoor Infrastructure Projects Limited

For Nandini Buildhome Consortium Pvt. Ltd.

Director

0002756062

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at [www.stcstamp.com](http://www.stcstamp.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.



807

- 2 -



# AGREEMENT

**STAMP DUTY PAID 51,85,500/-**



This AGREEMENT (the "Agreement") is executed at Ghaziabad on this 14th day of January, 2016 in pursuance of agreement signed on dt. 05-04-2014.

## BY AND BETWEEN

1. **Dhoot Infrastructure Projects Limited**, a company incorporated under the Companies Act 1956 and having its registered office at 904-907, Time Tower, M.G. Road, Sector-28, Gurgaon, Haryana-122002 represented through its Director Mr. Vaibhav Tapdiya s/o Mr. Parmanand Tapdiya R/o A-130, First Floor, Niti Bagh, New Delhi – 110049 duly authorized vide board resolution dated 05/03/2014, (hereinafter referred to as the "First Party" or "DIPL", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives, and assigns) of the **FIRST PART;**

## AND

2. **Nandini Buildhome Consortium Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered offices at B-15/1, Okhla Industrial Area, Phase-II, New Delhi – 110020 represented through its director Mr. Gaurav Gupta, s/o Mr. Mahesh Gupta, R/o B-22A, Kailash Colony, New Delhi – 110048 duly authorized vide board resolution dated 28/03/2014, (hereinafter referred to as the "Second Party" or "NBCPL", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives, and assigns) of the **SECOND PART;**

For Dhoot Infrastructure Projects Limited

Director

For Nandini Buildhome Consortium Private Limited

Director

259,265,000.00 विक्रय अनुबंध विलेख (बिना कब्जा) 209,265,000.00 20,000.00 120 20,120.00 42

प्रतिफल मालियत अग्रिम धनराशि फॉस रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या  
श्री मै. दूत इन्फ्रा0 प्रोजेक्ट्स लि0 द्वारा डाय0 वैभव तापडिया DL  
पुत्र श्री परमानन्द तापडिया, AACCD2118H

व्यवसाय अन्य  
निवासी स्थायी 904-907 टाईम टावर एम जी रोड सै-28 गुडगांव हरियाणा  
अस्थायी पता  
ने यह लेखपत्र इस कार्यालय में दिनांक 14/1/2016 समय 12:25PM  
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी0 के0 अस्थाना  
उप निबन्धक (चतुर्थ)  
गाजियाबाद  
14/1/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त  
विक्रेता

श्री मै. दूत इन्फ्रा0 प्रोजेक्ट्स लि0 द्वारा डाय0 वैभव  
तापडिया DL  
पुत्र श्री परमानन्द तापडिया, AACCD2118H  
पेशा अन्य  
निवासी 904-907 टाईम टावर एम जी रोड सै-28  
गुडगांव हरियाणा



श्री मै. नन्दिनी बिल्डहोम कन्सो0 प्रा0 लि0 द्वारा डाय0  
गौरव गुप्ता  
पुत्र श्री महेश गुप्ता, AADCN6561H  
पेशा अन्य  
निवासी बी-15/1 ओखला इन्ड0 ऐरिया कैस-2 नई  
दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी पहचान सुधीर कुमार राय V-ID  
ललित मोहन राय Sachin

पेशा अन्य  
निवासी प्लॉट नं-सी-58/29 ए-212 सै-62 नौएडा गीतमबुद्ध नगर  
व रोहित अग्रवाल V-ID  
रवि कुमार अग्रवाल

पेशा अन्य  
निवासी 17/16 अलीपुर रोड सिविल लाईन्स दिल्ली  
ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पी0 के0 अस्थाना  
उप निबन्धक (चतुर्थ)  
गाजियाबाद  
14/1/2016

AND

3. **Mr. Vaibhav Tapdiya** s/o Mr. Parmanand Tapdiya R/o A-130, First Floor, Niti Bagh, New Delhi – 110049, GPA holder of **Mr. Rampal Juria** son of Shri Devram Juria, duly authorised vide General Power of Attorney dated 26.9.2007 registered as Document No. 5411, in Additional Book No. IV, in the office of Sub-Registrar, Jalandhar, Punjab, (hereinafter referred to as the **"Third Party or GPA holder or Confirming Party"**, which expression shall, unless repugnant to the context thereof, be deemed to mean and include its legal heirs, successors, representatives and assigns) of the **THIRD PART**;

(The First Party, Second Party and Third Party/Confirming Party are hereinafter jointly referred to as the **"Parties"** and individually as **"Party"**.)

**WHEREAS:**

- I. There exists a Plot No. 15/C-2 (corner) admeasuring 6465.19 square meters situated in Sector 15 of Vasundhra Yojna, Ghaziabad, Uttar Pradesh (said **"Plot"** or **"Property"**) more particularly described in the Schedule hereunder, was allotted by Uttar Pradesh Avas Evam Vikas Parishad (**"UPAVP"**) to the Third Party, vide Allotment Letter bearing No. [5] dated 4.01.2007. Initially the said Plot was allotted for development of commercial project, however, subsequently UPAVP has accepted proposal for conversion of change of land use of the said Plot from commercial to residential group housing project.

For Dhoot Infrastructure Projects Limited

For Nandini Co.

For Consortium P.L. Ltd.  
Director

विक्रेता

Registration No.:

807

Year :

2,016

Book No. :

1

0101 मै. दूत इन्फ्रा0 प्रोजेक्टस लि0 द्वारा डाय0 वैभव तापडिया DL

परमानन्द तापडिया, AACCD2118H

904-907 टाईम टावर एम जी रोड से-28 गूडगांव हरियाणा

अन्य

*[Handwritten signature]*



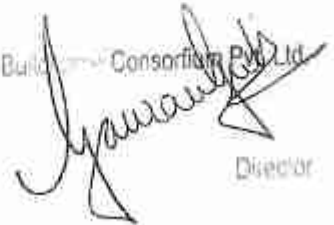
- II. The Third Party entered into Agreement to sell dated 25.9.2007 with First Party in respect of the said Plot, wherein the Third Party transferred all its interest in the allotment and development right of the said Plot to First Party. The First Party has paid agreed consideration under the said Agreement to Sell to Third Party and further obliged to pay the balance installments /dues of UPAVP against the said Plot. The parties therein further agreed that the Third Party is left with no right in the said Plot and First Party became entitled to the said Plot absolutely and First Party was vested with all the right to use and enjoy the said Plot in any manner the First Party likes. The Agreement to sell dated 25.9.2007 was duly registered as Document No. 2171, in Book No. I, on pages 383 to 564, in the office of Sub-Registrar, Modi Nagar, Ghaziabad, Uttar Pradesh. To facilitate the transaction consumed under Agreement to Sell dated 25.9.2007, the Third Party executed General Power of Attorney dated 26.9.2007 in favour of Mr. Vaibhav Tapdiya S/o Mr. Parmanand Tapdiya R/o A-130, First Floor, Niti Bagh, New Delhi - 110049, (2) Mr. Amit Jain S/o Mr. Ranjit Singh Jain R/o Flat No. 803, Amber Court-II, Essel Towers, M.G. Road, Gurgaon, Haryana, (3) Mr. Vishal Gaur S/o Mr. Raj Kumar Sharma R/o A-92, Delta-I, Greater Noida, Uttar Pradesh and (4) Mr. Tushar Khator S/o Mr. Shyam Sunder Maheshwari R/o 652, Sushant Lok-I, Gurgaon, Haryana and authorised its attorneys to do, jointly and severally, various acts and deeds in respect of the Plot, including authority to sell and mortgage the said Plot and construction thereon. This General Power of Attorney dated 26.9.2007 was duly registered as Document No. 5411, in Book No. IV, in the office of Sub-Registrar, Jalandhar, Punjab, which is still valid and subsisting and has not been cancelled.

For Dhoot Infrastructure Projects Limited



For Nandini Build

Consortium Pvt. Ltd.



Director



क्रेता

Registration No. : 807

Year : 2,016

Book No. : 1

0201 श्री. नन्दिनी विल्डहोम फन्सो0 प्रा0 लि0 द्वारा डाय0 गौरव गुप्ता  
महेश गुप्ता, AADCN65B1H  
बी-15/1 ओखला इन्ड0 एरिया फेस-2 नई दिल्ली  
अन्य





- III. On the request of the Third Party, UPAVP vide its Office Order dated 27.07.2013 added name of the First Party along with Third Party in respect of allotment of the said Plot and in records of UPAVP, the Third Party and First Party jointly become eligible to develop the project over the said Plot as per the record of UPAVP.
- IV. The Second Party NBCPL herein had expressed a desire to acquire all the rights with respect to the said Plot and for the said purposes had approached DIPL who had also agreed to sell its rights to NBCL accordingly the Second Party entered into an Agreement to Sell (along with right to develop the project) dated 5.04.2014 with First Party and Third Party with respect of the said Plot. The Second Party has paid entire sale consideration agreed between the Parties under the Agreement to Sell dated 5.04.2014, receipt of which has been acknowledged by First Party and Third Party. Apart from payment of sale consideration by the Second Party to First Party and Third Party, the Second Party is also obliged to pay dues of UPAVP or any other liability against the said Plot as per the terms and conditions of the agreement to sell dated 5-4-2014 and as per the policy of UPAVP.
- V. Now, at the request of the Second Party, the First Party and Second Party have agreed to execute this Agreement to reaffirm the terms and conditions of the said Agreement to Sell dated 5.04.2014.

For Dhoot Infrastructure Projects Limited

*[Signature]*

For Nandini B.L.

Consortium Pvt. Ltd.

*[Signature]*  
Director



गवाह

Registration No.: 807

Year: 2016

Book No.: 1

W1 सुधीर कुमार राय V-ID

*Sudhir*

ललित मोहन राय

प्लॉट नं-सी-58/29 ए-212 सै-62 नोएडा गीतम्बुद नगर

अन्य



W2 रोहित अग्रवाल V-ID

*Rohit*

रवि कुमार अग्रवाल

17/18 अलीपुर रोड सिविल लाईन्स दिल्ली

अन्य



**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Parties do hereby declare, acknowledge and affirm that the terms and conditions of said Agreement to sell dated 5.04.2014 are still valid and subsisting between the Parties herein and the Parties are bound by the terms and conditions of said Agreement to sell dated 5.4.2014. The Agreement to sell dated 5.04.2014 is attached herein in Schedule A of this Agreement.
2. All the terms and conditions contained in the Agreement to sell dated 5.04.2014 between the Parties shall be construed to have been incorporated in these presents.
3. This Agreement shall form an integral part of the Agreement to sell dated 5.04.2014.
4. The Parties agree and acknowledge that the consideration paid in the Agreement to Sell dated 5.04.2014 shall be treated as consideration for this Agreement and no other consideration shall be payable for making the terms of this Agreement binding on the Parties and shall not be payable by either Party to the other Party.

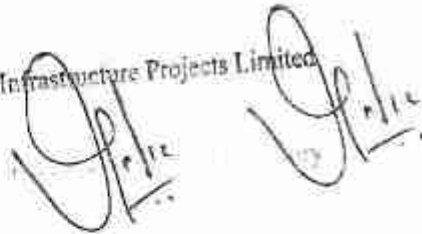
For Dhoot Infrastructure Projects Limited  


For Nandini Bu Consultancy Pvt. Ltd.  
  
Director



5. The Second Party shall bear all expenses for the execution and registration of this Agreement including the cost of stamp duty, registration and other lawful incidental charges. Further, the Parties have also agreed that if there is any additional levy on the stamp duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Second Party.
6. This Agreement along with the Agreement to Sell dated 5.04.2014 constitute the entire agreement among the Parties hereto with respect to the subject matter hereof. The preamble and recitals to this Agreement shall form an integral part of this Agreement.
7. This Agreement shall be governed by the laws of India, the courts at New Delhi shall have exclusive jurisdiction in respect of all disputes in relation to this Agreement.

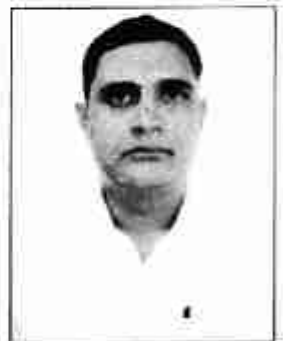
For Dhoot Infrastructure Projects Limited



For Nandini Builders



Director





IN WITNESS WHEREOF THE PARTIES hereto have hereof set and subscribed their respective hands at the place and on the day, month and year mentioned above under their respective signatures in the presence of witnesses:

For Dhoot Infrastructure Projects Limited

(Authorised Signatory)

For Nandini Buildhome Consortium Private Limited

(Authorised Signatory)

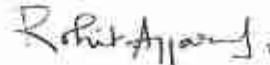
Vaibhav Tapdiya

GPA holder of Rampal Juria

Witnesses:

1. 

Sudhir Kumar Rai  
S/o Lalit Mohan Rai  
R/o Plot No. C-58/29,  
A-212, Sector-62, Noida U.P.  
Voter ID No. ZYH3025079

2. 

Rohit Aggarwal  
S/o Ravi Kumar Aggarwal  
R/o 17/16, Alipur Road, Civil Lines, Delhi  
Voter ID No. XVP1145142

**DRAFTED BY :-**

**SANJAY KUMAR CHAUDHARY Alias SANJAY SINGH (ADVOCATE)**

Registration No. 4361/2001, Chamber No. 64,

TEHSIL COMPOUND GHAZIABAD (U.P.).

Has Not Seen/Visited The Site & Has Prepared/Written

the sale deed as per facts explained by both the Vendor & Vendee



आज दिनांक 14/01/2016 को

बही सं. 1 जिल्द सं. 30882

पृष्ठ सं. 19 से 60 पर क्रमांक 807

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रार अधिकारी के हस्ताक्षर

पी० के० अस्थाना

उप निबन्धक (चतुर्थ)

गाजियाबाद

14/1/2016







उत्तर प्रदेश UTTAR PRADESH

BK 147086

**AGREEMENT TO SELL**

This AGREEMENT TO SELL is made on 21<sup>st</sup> March 2014 and executed on this 5<sup>th</sup> day of April 2014 (the "Agreement") amongst the following parties:-

**DHOOT INFRASTRUCTURE PROJECTS LIMITED**, a company incorporated under the Companies Act 1956 and having its registered office at 904-907, Time Tower, M.G. Road, Sector-28, Gurgaon, Haryana – 122002 represented through its Director Mr. Vaibhav Tapdiya s/o Mr. Parmanand Tapdiya r/o A – 130, First Floor, Niti Bagh, New Delhi – 110049 duly authorized vide board resolution dated 05/03/2014 (a copy where of is enclosed as Annexure -"A"), (hereinafter referred to as "DIPL", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors in interest, legal representatives, executors, administrators and permitted assigns).

**AND**

M/s **NANDINI BUILDHOME CONSORTIUM PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 and having its registered offices at B-15/1, Okhla Industrial Area, Phase – II, New Delhi - 110020 represented through its director Mr. Gaurav Gupta, s/o Mr. Mahesh Gupta, r/o B-22A, Kailash Colony, New Delhi – 110048 duly authorized vide board resolution dated 28/03/2014 (a copy where of is enclosed as Annexure "B"), (hereinafter referred to as "NBCPL", which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors in interest, legal representatives, executors, administrators, and permitted assigns).

**AND**

For Nandini Buildhome Consortium Pvt.Ltd.

For Dhoot Infrastructure Projects Limited

03 APR 2016

[illegible]

स्वास्थ्य राज्य सभा के अधीन है।

संस्थान का नाम : Nandini Bhadracharya's Pharmacy Pvt. Ltd.  
पता : B-151, Okhla Ind Area, Phase-II, New Delhi - 110024  
संस्थान की संस्थापिका : 1980

जितेन्द्र सिंह स्टाव्य विक्रेता  
लाइन 305, लाइसेन्स को अर्वा-31-3-2015  
विक्रय स्थान - 30 प्र0 अवायल एव विवरास पब्लिश  
वसन्त पब्लिश, गाजियाबाद

717

Mr. Valbhav Tapdiya s/o Mr. Parmanand Tapdiya R/o [A-130, First Floor, Niti Bagh, New Delhi - 110049, GPA Holder of Mr. Rampal Juria (hereinafter referred to as the "GPA Holder" or "Confirming Party"), copy of General Power of Attorney dated 26 September 2007 registered with the Competent Authority at Jalandhar vide book no. 4, page no. 5411 is enclosed as Annexure "C").

**WHEREAS** there exists a plot No 15/COMM/2 admeasuring 6465.19 sq. mtrs. in Vasundhra Scheme, Tehsil Ghaziabad District Ghaziabad, Uttar Pradesh, bearing such details as are set out in Schedule I hereinafter referred to as the "Said Property".

**AND WHEREAS** the Said Property has been originally allotted to Mr. Rampal Juria s/o Mr. Deva Ram Juria r/o Village & Post Office Kalaru, Merta City, Nagour, Rajasthan (hereinafter referred to as the "Co-owner 1") by Uttar Pradesh Awam Vikas Parishad (hereinafter referred to as the "Authority") having its office at Hall No S-1 Vasundhra Enclave, Sector 16A Vasundhra, Ghaziabad in terms of a Letter of Allotment No 5 dated 04-01-2007, the "Allotment Letter" a copy whereof is enclosed as Annexure "D" herein.

**AND WHEREAS** the Co-owner 1, thereafter transferred for a consideration, all his rights, interest, benefits, privileges, obligations with respect to the allotted and leased land i.e. the Said Property in favour of DIPL by execution of an Agreement to Sell, General Power of Attorney and other documents etc. collectively referred to as the "Transfer Agreements", copies whereof have been enclosed here as Annexure "E".

**AND WHEREAS** pursuant to the Allotment Letter, the Authority vide its letter dated 08.10.2007 intimated the Co-owner 1 regarding the completion of acquisition process of the Said Property and the amount payable thereon by the Co-owner 1 to the Authority ("Authority Payment Letter"). Further, the Authority executed a lease deed dated 16.10.2007 in favour of the Co-owner 1, the "Authority Lease", a copy where of is enclosed as Annexure "G".

**AND WHEREAS** as a consequence of execution of Transfer Agreements between DIPL and the Co-owner 1, they jointly moved an application dated 27-06-2013 to the Authority for recording the name of DIPL as the joint lessee of the Said Property which was approved by the Authority and the name of DIPL was recorded as the joint lessee in the records of the Authority vide Letter dated 27-06-2013. Further vide its letter dated 30-08-2013 the Authority approved the conversion of the use of the Said Property from commercial to residential use and increased the floor area ratio ("FAR") of the Said Property from 1.2 to 2.5 subject to the terms and condition stated in its letter dated 30-08-2013 and as per Policy of Authority. Copies of these applications and approval letters, collectively referred to as the "Approval Letters", have been annexed as Annexure "F" herein.

**AND WHEREAS** NBCPL herein is desirous of acquiring the entire rights with respect to the Said Property and for the said purposes has approached DIPL / Confirming Party who have also agreed to sell its rights to NBCPL on the terms and conditions contained herein.

**AND WHEREAS** NBCPL has expressed a desire to acquire all the rights, interests, benefits of contracts and held and possessed and belonging to DIPL with respect to the Said Property herein for a consideration of Rs. 25,92,65,000/- (Rupees Twenty Five Crore Ninety Two Lacs Sixty Five Thousand crores only).

For Dhoot Infrastructure Projects Limited  


2  


For Dhoot Infrastructure Projects Limited  
For Dhoot Infrastructure Projects Limited  
  
Director & Authorized Signatory



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**AND WHEREAS** the General Power of Attorney executed by Shri Ram Pal Juria in favour of the GPA Holder is in force and valid on this date hereof and as such GPA Holder is fully entitled to represent Shri Ram Pal Juria for the purposes mentioned in the General Power of Attorney and the same has not been revoked till date.

**AND WHEREAS** relying upon the representations of DIPL / Confirming Party, NBCPL has conducted its due diligence relating to the Said Property and has read and understood the contents, terms and conditions of the Allotment Letter, Authority Lease, Authority Payment Letter, Transfer Agreements, Demand Notices and the Approval Letters and all other relevant documents, deeds, agreements, letters exchanged, till date, between the Authority and DIPL in relation to the Said Property and the documents set out above (collectively the "**Property Documents**") and is fully satisfied with the veracity, enforceability, completeness and validity of the same and of the rights, interests, privileges etc. of DIPL therein.

**AND WHEREAS** in order to avoid any misunderstanding or litigation in future hereto the Parties have mutually decided to record the terms and conditions inter-se their relations and also in order to bind each other, in this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

1. That in consideration for a total sum of Rs. 25,92,65,000/- (Rupees Twenty Five Crores Ninety Two Lacs Sixty Five Thousand only ) which NBCPL has agreed to pay to DIPL ("**Total Consideration**"), (within a stipulated period as detailed herein), DIPL / Confirming Party agrees to transfer all the rights, interests and entitlements vested in it with respect to the Said Property in favour of NBCPL. Out of the above referred Total Consideration, NBCPL has already paid in Rs. 5,00,00,000/- (Rupees Five Crores only ) by cheque/RTGS (Rs.2,00,00,000/- by RTGS on 31/3/2014 and Rs.3,00,00,000/- by DD No. 002412 dated 04/04/2014) which is duly acknowledged by DIPL as having received the said amount and the balance sum of Rs. 20,92,65,000/- (Rupees Twenty Crore Ninety Two Lacs Sixty Five Thousand only) ("**Balance Consideration**") shall be paid in the manner provided in Clause 2 below.
2. The Balance Consideration shall be paid by NBCPL to DIPL on or before 22 August 2014 as per following monthly installment. For the aforesaid purposes, simultaneous to the execution of this Agreement, NBCPL has submitted the post dated cheques to DIPL, details of which are as under, collectively the "**PDCs**":

<u>Dated</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount (in Rs.)</u>
09/04/2014	000173	HDFC	2,00,00,000.00
21/04/2014	000174	HDFC	3,78,53,000.00
30/05/2014	000175	HDFC	3,78,53,000.00
21/06/2014	000176	HDFC	3,78,53,000.00
21/07/2014	000177	HDFC	3,78,53,000.00
21/08/2014	000178	HDFC	3,78,53,000.00

**20,92,65,000.00**  
=====

For Nandini Engineering & Construction Pvt.Ltd.



For Dhoot Infrastructure Projects Limited









It is hereby agreed that the total amount attributable to the PDCs above is an acknowledged debt owed by NBCPL to DIPL and NBCPL is under an obligation to pay the same to DIPL. If any of the PDCs are dishonored, DIPL shall be entitled to proceed against NBCPL under the provisions of the Negotiable Instrument Act, 1881 or any other law as may be applicable.

3. Further, in addition to the Total Consideration payable by NBCPL to DIPL in terms of Clause 1 and 2 above, NBCPL shall pay an amount of INR 23,31,00,000/- (Rupees Twenty Three Crore Thirty One Lacs only) to the Authority in relation to the Said Property being the outstanding amount as on the date of this Agreement, payable in terms of the Authority Lease, Authority Payment Letter and the Approval Letters ("**Authority Dues**") along with any interest, penalty, charges, fees as and when demanded by Authority. It is hereby clarified that the FAR Payment mentioned in Clause 4 below is not included in the Authority Dues.
4. Furthermore, NBCPL hereby agrees to pay the applicable charges for increase in FAR from 1.2 to 2.5, which are payable to the Authority in relation to the Said Property for additional FAR ("**FAR Payment**").
5. It is hereby agreed that NBCPL shall be solely responsible, at its own cost, for making the payments towards the Authority Dues, the FAR Payment and all payments to the Authority or other authorities, as may be required under applicable laws on their respective due dates, charges, fees, interests, penalties related to the Said Property, its allotment and the charges and fees payable, if any, in relation to approvals, registrations, licenses, permissions etc. for construction or development of any project on the Said Property and NBCPL hereby agrees to indemnify and hold DIPL harmless against the same.
6. It is hereby further specifically stated and agreed upon by the Parties that in case NBCPL is requested to pay or is required to deposit any additional amount by way of interest, penalty fees statutory charges or any dues (including non construction penalty, if any) to the Authority over and above the Authority Dues, the same shall be borne by NBCPL solely and shall not be recoverable from DIPL/ Confirming Party and/or the consideration payable to DIPL under this Agreement.
7. On receipt a payment of Rs.2,00,00,000/- (Rupees Two Crores only) from NBCPL to DIPL (towards the due payment of 9/4/14 in Balance Consideration), DIPL shall hand over the physical, peaceful and vacant possession of the Said Property to NBCPL along with the right to carry out promotional activities of the proposed residential/commercial project in its name and shall be at liberty to receive payment from prospective/intended investors/buyers. It is however agreed that any claims whatsoever from the Authority or any other authorities or third party pertaining to the use of the Said Property including manner thereof and relating to any representations, advertisements and allotments made by NBCPL with respect to the proposed project to be developed thereon shall be the sole responsibility of NBCPL and NBCPL hereby agrees to indemnify and hold DIPL harmless against the same (including without limitation the cost of defending any such claim).
8. That on receipt of the entire Balance Consideration:
  - (a) DIPL shall make application(s) to the Authority, requesting the Authority to execute the lease deed directly in favour of NBCPL with regards the Said Property (the "**Lease Deed**") or as the mode may be decided by NBCPL. In case the Authority is not willing to execute a Lease Deed with respect to the Said Property directly in favour of NBCPL, in that case DIPL shall get the

For Nandini Real Estate Development Pvt. Ltd.



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For Dhoot Infrastructure Projects Limited







lease deed executed in its own favour (along with Co-Owner 1) from the Authority and then simultaneously transfer the same in favour of NBCPL by executing the Transfer Deed as mentioned in 8(b) below. NBCPL shall be entitled to choose and select the mode of transfer to which DIPL/Confirming Party shall have no objection. It is however agreed that all costs, charges and expenses including without limitation stamp duty, registration charges, transfer charges or any other charges of any nature whatsoever that may be levied in relation to the above including without limitation, in procuring permission, execution and registration of the relevant documents, shall be borne and paid by NBCPL.

- (b) If the Authority does not execute the Lease Deed directly in favour of NBCPL, DIPL shall execute a transfer deed transferring all rights, interests, benefits, privileges of DIPL in the Said Property in favour of NBCPL (the "Transfer Deed"). NBCPL shall thereafter utilize the Transfer Deed for addition of its name in the records of the Authority with respect to the Said Property. NBCPL hereby agrees to pay all costs and expenses including without limitation stamp duty, registration charges, transfer charges or any other charges of any nature whatsoever that may be incurred in relation to execution and registration of the Transfer Deed.
- (c) DIPL shall hand over originals of Property Documents to NBCPL on receipt of Total Consideration.
9. That DIPL and the Confirming Party accept that on receipt of the Total Consideration and subject to Clause 8 © above, DIPL and/or the Confirming Party shall not claim any right or interest in the Said Property, under the Property Documents, so far as the Transfer Deed/Lease Deed is executed and registered in favour of NBCPL as per Clause 8.
10. That this Agreement shall be effective from the date of its execution and shall remain valid until the earlier of the happening of earlier of the following events ("Term"):
- (a) Failure of NBCPL to pay the Balance Sale Consideration within the timelines prescribed under Clause 2, in which case DIPL shall have a right to terminate this Agreement; or
- (b) If NBCPL commits a material breach of this Agreement, in which case DIPL shall have a right to terminate this Agreement; or
11. It is hereby agreed that on and after termination of this Agreement under Clause 10 (a) and/or 10 (b) above, DIPL shall forfeit the amounts already paid by NBCPL under this Agreement till the date of such termination and NBCPL shall not be entitled to claim refund of any amounts paid by NBCPL towards any amounts (whether paid towards Balance Consideration or towards Authority Dues) and NBCPL shall vacate the Said Property forthwith, if possession of the Said Property is already handed over by such date to NBCPL in terms of Clause 7 above. Further, NBCPL shall immediately cease to market or sell the project proposed to be developed at the Said Property and any claim whatsoever from any third party regarding the same shall be the sole liability of NBCPL and NBCPL shall indemnify DIPL for the same (including the cost of defending any claim). It is further agreed that on and after termination as per Clause 10 (a) and/or 10 (b) above, NBCPL agrees not to claim from DIPL, Confirming Party, Co-Owner 1 or from the Authority, the amounts paid by NBCPL till the date of termination and any such claim or right to claim the said amounts shall automatically stand relinquished.

For Nandini Infrastructure Consortium Pvt.Ltd



For Dhoot Infrastructure Projects Limited





12. That in case DIPL is required to deposit any amount with the Authority against the Authority Dues or any other demands, amounts, interest, payments etc. of any manner for any reason whatsoever (except for payments made under Clause 13(a)(iii) below) after the date of execution of this Agreement, NBCPL shall reimburse the same to DIPL forthwith.

### 13. COVENANTS AND INDEMNITY

(a) NBCPL hereby covenants that till the date of execution and registration of the Lease Deed/Transfer Deed or recording of the name of NBCPL in the records of Authority with respect to the Said Property:

i. all or any correspondence between NBCPL and the Authority shall be done through DIPL only. NBCPL shall not approach the Authority or Co-Owner 1 directly for any reason whatsoever.

ii. If NBCPL proposes to submit the building plans or any other applications for approval with the Authority or any other government departments in relation to this Agreement or its proposed development on the Said Property, NBCPL shall prepare such applications and/or building plans and provide the same to DIPL. DIPL shall forthwith submit the same to the Authority and/or concerned department. It is hereby agreed that any such applications and /or approvals shall be made and/or received in the name of DIPL till the date of execution and registration of the Transfer Deed/Lease Deed. Any such approvals received during the Term of this Agreement shall also be transferred in the name of NBCPL simultaneous to the execution of the Transfer Deed/Lease Deed.

iii. All payments towards Authority Dues, FAR Payment or any other payments of any nature whatsoever shall to be made by NBCPL to the Authority shall be made through DIPL only. Accordingly, NBCPL shall make such payments to DIPL and DIPL shall deposit the same to the Authority forthwith.

(b) NBCPL acknowledges and covenants that it shall be entitled to market/launch the project proposed to be undertaken by it on the Said property only as per Clause 7 above.

(c) NBCPL agrees and undertakes to indemnify DIPL, its directors and shareholders and the Confirming Party, (collectively, the "**Indemnified Party**") against any and all fines, fees, penalties, demands, cancellation/termination charges, obligations, charges, stamp duty, registration charges, judgments, awards, amounts paid in settlement, losses (including loss of value or opportunity), liabilities, claims (including third party claims), damages, costs and expenses (including reasonable attorney fees), cost of enforcing this Clause 13(c) (collectively, the "**Losses**") which the Indemnified Party may, in its reasonable discretion assess or which may arise or is claimed or incurred or suffered by the Indemnified Party due to or in relation to:

(i) Breach of any provisions of this Agreement, the Authority Lease or the Transfer Deed/Lease Deed by NBCPL or persons claiming under it; and/or

(ii) Breach of any permission, approvals, registrations, licenses and other applicable laws by

For Nandini Infrastructure Consortium Pvt. Ltd.



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For Nandini Infrastructure Projects Limited  
Director/Authorized Signatory





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NBCPL or persons claiming under it; and/or

- (iii) the Said Property or proposed project on the Said Property; and/or
- (iv) claims of any subsequent owners/lessees/allottees of the Said Property or the proposed project or part thereof;
- (v) claims from Authority or any other statutory or administrative authority in relation to the Said Property or the proposed project to be developed on the Said Property.

14. That each Party represent and warrants to the other that it is in good standing and that it has full authority to enter into this Agreement and has the necessary corporate approvals to perform its obligation hereunder according to the terms hereof.
15. That DIPL and GPA Holder (as attorney of Co-Owner-1) represents that as on the date of this Agreement, to their best knowledge and belief, the Said Property is encumbrance free and there are no third party claims existing with respect to the Said Property. DIPL agrees to indemnify and hold harmless for any third party claims (except any dues of Authority) in relation to the Said Property for the period prior to the date of execution of this Agreement.
16. That DIPL represents that as on the date of this Agreement, there are no existing disputes between DIPL and the Co-owner 1 with respect to the Said Property. It is hereby clarified that any claims of any nature whatsoever as may be made by Co-owner 1 after the date of execution of this Agreement shall not be the responsibility of DIPL.
17. That DIPL/Confirming Party shall directly or indirectly not be entitled to enter into any other discussions with nor solicit any party regarding the sale/transfer of the Said Property or any other similar arrangement in respect of the Said Property nor accept any other competing offer from any third party thereof during the Term of this Agreement.
18. That the DIPL has represented and warranted that the Total Consideration payable by NBCPL for beneficial rights and entitlements of the Said Property will be in full and final payment and that it shall not have any claims with regards to the Said Property (except the indemnity claims as mentioned under this Agreement).
19. That NBCPL shall be solely responsible for liaison, dealings and interactions with the Authority for the transaction contemplated under this Agreement. However, DIPL hereby undertakes to provide all reasonable assistance as may be required by NBCPL (with reasonable prior notice) with regards to dealings/interaction with the Authority and further provide all reasonable cooperation with regards to the transaction contemplated under this Agreement.
20. This Agreement represents the complete agreement /understanding between the Parties relating to the subject matter hereof.
21. This Agreement is being executed by payment of the entire stamp duty payable for the proposed transfer of all rights, interests, benefits, privileges of DIPL / Confirming Party in the Said Property in

For Mumbai Building Consortium Pvt.Ltd.

For Dhoot Infrastructure Projects Limited



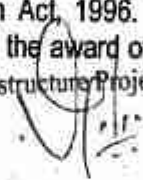


favour of NBCPL. It is agreed that all the expenses towards stamp duty, registration fees and other incidental costs and expenses related to registration of this Agreement, the Lease Deed or the Transfer Deed, as the case may be, shall be borne by NBCPL. Except as agreed in this Agreement, each Party shall bear its own taxes, charges and costs related to negotiation, drafting of this Agreement, the Transfer Deed and any other taxes as may be applicable.

22. Failure and/or delay on the part of any Party, in exercising any right or power under this Agreement and/ or assent, express or implied by either Party to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed, shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or future exercise thereof or the exercise of any other power or right. The rights and remedies of the Parties provided for in this Agreement are cumulative and not exclusive of each other or any rights or remedies available under the law.
23. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs; provided, however, that the Parties hereto shall endeavor in good faith to replace such invalid aspect with another that is valid and that insofar as possible manifests the intent by the Parties to this aspect.
24. Each Party shall keep all confidential information and other materials received by it from any other Party in relation to this Agreement (including all of the information concerning a Party's business transactions and financial arrangements) and the terms of this Agreement (the "**Confidential Information**") confidential and shall not without the prior written consent of the disclosing Party, disclose or divulge the Confidential Information to a third party or use the Confidential Information other than for carrying out the purposes of this Agreement.
25. No Party shall be entitled to assign its rights and obligations under this Agreement without prior written consent of the other Party.
26. The Parties hereto agree that time shall be the essence of this Agreement.
27. All notices under this Agreement shall be written and shall be delivered (a) personally with receipt acknowledged or (b) by reputable overnight delivery services, with receipt acknowledged, at the addresses of the Parties mentioned in this Agreement above.
28. That this Agreement shall be governed by the laws of India and subject to Clause 29 below, the courts at New Delhi shall have exclusive jurisdiction in respect of all matters in relation to this Agreement.
29. That it is agreed by the Parties herein that any differences, disputes or concerns of either party, any disputes or difference arising out of or in connection with this Agreement shall be referred to the arbitration to be conducted by a sole arbitrator, who shall be appointed by mutual agreement by Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English language at New Delhi and the award of the

For Dhoot Infrastructure Projects Limited

For Nandini Real Estate Consortium Pvt. Ltd.







Arbitration shall be final and binding upon the parties. The cost of arbitration shall be borne by the parties in equal proportion.

30. Each Party shall have a right to seek specific performance of this Agreement provided that NBCPL agrees not to exercise its right to seek specific performance of this Agreement in case where NBCPL is in prior breach of this Agreement.
31. The provisions of clauses 9, 11, 12, 13(c), 18, 22, 24, 27, 28, 29 and 31 of this Agreement and DIPL's right to proceed under Negotiable Instruments Act, 1881 as provided under Clause 2 above and all indemnity obligations of NBCPL towards DIPL wherever provided under this Agreement shall survive the termination of this Agreement.

Authorized Signatory

For Nandini Infrastructure Consortium Pvt.Ltd.

For Dhoot Infrastructure Projects Limited

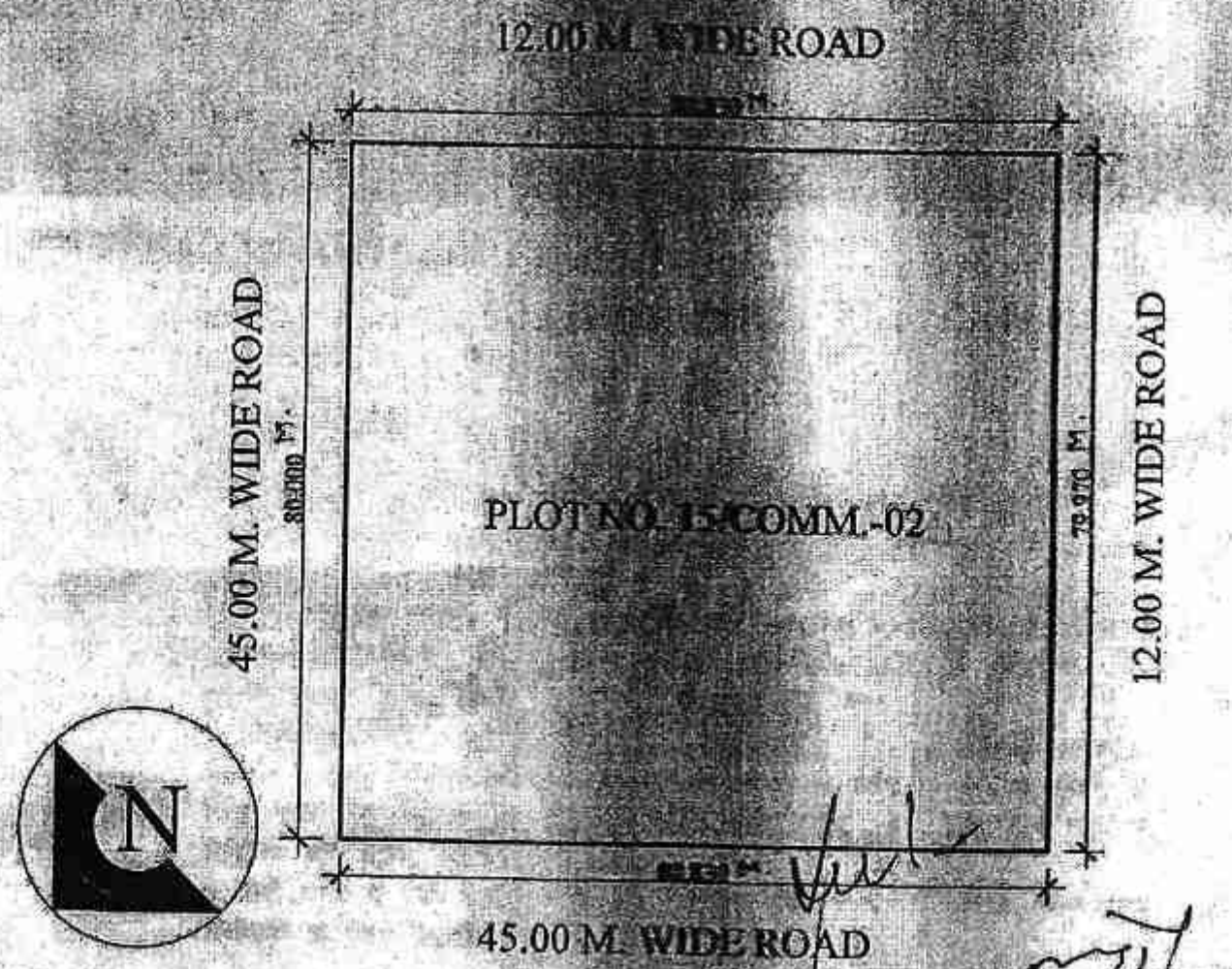
For Nandini Infrastructure Consortium Pvt.Ltd.



**SITE PLAN OF COMMERCIAL PLOT OF  
MR. RAMPAL JURIA S/O MR. DEWARAM JURIA  
ON SEC. 15 PLOT NO. 15/COMM-02 AT  
VASUNDHARA YOJNA, GHAZIABAD.** (422)

PLOT SIZE AS SHOWN IN DRAWING

PLOT AREA = 6465.19 SQM.



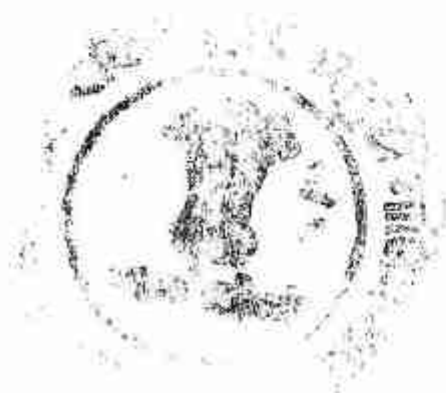
ONLY FOR REGISTRY

NOT TO SCALE :-)

<p>DELT BY-</p> <p><i>[Signature]</i> 3/10/07</p> <p>DRAUGHT'S MAN</p>	<p>CHECKED BY-</p> <p><i>[Signature]</i> 3/10/07</p> <p>JUNIOUR ENGINEER</p>	<p>COUNTER SIGN BY-</p> <p><i>[Signature]</i> 23/10/07</p> <p>ASST. ENGINEER</p>
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**OFFICE OF THE EXECUTIVE ENGINEER  
C.D.-16 U.P AWAS EVAM VIKAS PARISHAD  
VASUNDHARA YOJNA, GHAZIABAD.**

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IN WITNESS HEREOF THIS AGREEMENT HAS BEEN EXECUTED ON THIS DAY MONTH AND YEAR MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:-

<p>For NBCPL For Mandini Buildhome Consortium Pvt. Ltd.</p> <p>Name: Mr. Gaurav Gupta Designation: Director</p>	<p>Witnessed by:</p> <p>Name: PRASHANT STARMA Address: A/6 221-A/Pocket-B Mayapuri-II Delhi-91</p>
<p>For DIPL For Dhoot Infrastructure Projects Limited</p> <p>Name: Mr. Vaibhav Tapdiya Designation: Director</p>	<p>Witnessed by:</p> <p>Name: JAGADISHAN P Address: Plot 4/12 Old Malviya Colony Delhi-110095</p>
<p>Confirming Party</p> <p>Name: Mr. Vaibhav Tapdiya</p>	<p>Witnessed by:</p> <p>Name: Suraj Singh Address: C-44/11 Madan Vihar I R 607 Delhi-110092</p>

For Mandini Buildhome Consortium Pvt. Ltd.

*[Signature]*

Authorized Signatory

For Dhoot Infrastructure Projects Limited

Director's Authorized Signatory

