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Government of National Capital Territory of Delhi

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Certificate issued Date

16-Mar-2016 03:06 PM

Account Reference

NONACCO SHO/dlm002 ROHINI DL-DLM

Unique Doc. Reference

SUBIN-ULUUCB18X02537883611797500

Purchased by

EUPHORIA SPORTS CITY PVT LTD

Description of Document

Article 5: General Agreement

Property Description

NA

Consideration Price (Rs.)

0
(Zero)

First Party

EUPHORIA SPORTS CITY PVT LTD

Second Party

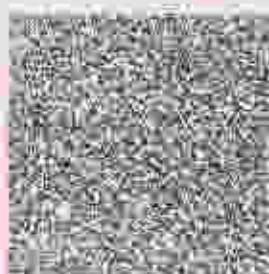
RISE PROJECTS PVT LTD

Stamp Duty Paid By

EUPHORIA SPORTS CITY PVT LTD

Stamp Duty Amount (Rs.)

1,000
(One Thousand only)



Please scan the QR code for more details



For Euphoria Sports City PVT LTD
NITI TUVY - 00000000000000000000000000000000

Mr. Subin Uluuc
D-109-3115, Tughlaq, 8824



For RISE PROJECTS PVT LTD

0004165367

Mr. Subin Uluuc
D-109-3115, Tughlaq, 8824

 Warning 

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GENERAL AGREEMENT

THIS GENERAL AGREEMENT ("Agreement") is made in New Delhi on the 27 day of April, 2016 ("Execution Date").

BY AND AMONGST:

Euphoria Sports City Private Limited, a company duly incorporated and existing under the provisions of the Companies Act, 1956 of India, having its registered office at 5-106, Lower Ground Floor, Greater Kailash-II, New Delhi-110048, through its Authorized Signatory Mr. Neeraj Bipin Gaurav W/O Late Shri Shyamal Bhimlal Patel, duly authorized via Board Resolution dated 19 - 3 - 2016 (hereinafter called "Owner", which expression shall mean and include its successors, nominees and permitted assigns) of the FIRST PART.

AND

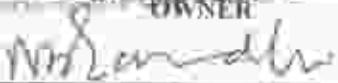
Rew Projects Private Limited, a company duly incorporated and existing under the provisions of the Companies Act, 1956 of India, having its registered office in Lower Ground Floor, 195, Ram Vihar, Delhi - 110092, also in 3373-10, First Floor, Katta Noida, Chandni Chowk, Delhi-110006, through its Authorized Signatory Mr. Yashwant Singh S/o Shri R.C. Jain, duly authorized via Board Resolution dated 15 MARCH 2016 (hereinafter called the "Developer", which expression shall mean and include its successors, nominees and permitted assigns) of the SECOND PART.

The Owner and the Developer may hereinafter also be individually referred to as a "Party" and jointly as the "Parties".

WHEREAS:

- The Greater Noida Industrial Development Authority ("GNIDA") floated a scheme titled "Scheme 2010-2011 (Sports City-I)" for development of Sports City in Greater Noida ("Scheme") in the month of March 2011 on consolidated plot of land measuring approximately 130.10 acres (526,540 Square Metres) numbered as SC-1, Sports City, Adjoining Tech Zone-V of Greater Noida, District Greater Noida, Uttar Pradesh (in short "Larger Plot"). Technical Qualification Bids and Financial Bids were invited from interested and eligible parties in the form of sealed tenders in the prescribed forms.
- In terms of the Scheme, MNR Construction Company Private Limited, Alliance Construction Company Private Limited and SKG Infrastructure Limited (the "Existing Shareholders") entered into a Memorandum of Agreement dated 21.03.2011 ("MOA") to form a consortium (hereinafter referred to as the "Consortium") to make the bid for allotment of the Larger Plot measuring 526,540 Square Metres for the development of Sports City in Greater Noida, and submitted its bid with GNIDA.
- Vide letter bearing No. Prop/Commercial/2011/389 dated 30.03.2011, GNIDA intimated to the Consortium the acceptance of the bid, in principle, for the Larger Plot.

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<p>For Euphoria Sports City Private Limited OWNER  Anil Kumar Dahiya</p>	<p>RENEWABLES LTD DEVELOPER </p>
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Deed Related Detail

Deed Name	GENERAL AGREEMENT	GENERAL AGREEMENT
Land Detail		
Tehsil/Sub-Division	Sub Registrar I	
Village/City	Chandni Chowk	Building Type
Place (Segment)	Chandni Chowk	
Property Type	Residential	
Area Enclosed	Plot No. 100000	House No. 100000
Property Address	House No. 100000	Road No. Chandni Chowk
Area Enclosed (Acre/ Sq. Yards)	0.00	0.00
Area Enclosed (Sq. Meter)	0.00	0.00
Authorised Signatory	Money Related Detail	
Consideration Value 0.00 Rupees	Stamp Duty Paid 0.00 Rupees	
Value of Remuneration Fee 100000	Printing Fee 100.00 Rupees	
Register Duty 0 Rupees	Government Duty 1000 Rupees	

This document is a GENERAL AGREEMENT

GENERAL AGREEMENT

Presented by: Shri/-Smt/-

No. W.W

R/R

E-mail ID: [REDACTED] / [REDACTED]
Mobile No.: [REDACTED]

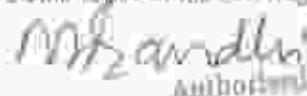
Submit Date: [REDACTED]

Registration Date: [REDACTED]

Address of the Sub-Registrar: [REDACTED] (Delhi/NCR)

Date: 25/04/2016 12:19:11

day Wednesday between the hours of



Authorised Signatory



Registrar/Sub-Registrar
Sub-Registrar I
Delhi/New Delhi

Signature of Presentor

Execution admitted by the said Signer Mr.

Eknath Singh Chauhan, Purohit, Brijendra Singh Chauhan

and Shri Mr.

Eknath Singh Chauhan, Brijendra Singh Chauhan

Willfully witnessed by Shri/Smt. Arshdeep Kaur, R/o/Wm Chaurasia, R/o/Chaurasia, Sanganeri, Noida, UP

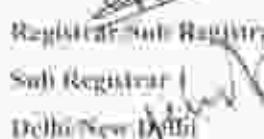
and Shri/Smt. Arshdeep Kaur, R/o/Wm Chaurasia, R/o/Chaurasia, Sanganeri, Noida, UP

(Marital Witness) who has been informed to me

Contents of the document are agreed upon by the parties who understand the conditions and believe them to be correct.

Certified that the last two Rights, at the time may, be held from my impression of the document has been effected in my presence.

Date: 25/04/2016 12:19:45



Registrar/Sub-Registrar
Sub-Registrar I
Delhi/New Delhi

subject to the payment of 5% of the total premium of the Larger Plot within 30 Days from the date of issuance of the aforesaid letter of acceptance ("Allotment Letter").

- B. As per the terms of the allotment, the existing Shareholders executed a Memorandum of Understanding dated 14.03.2013 ("MOU") and formed "Owner" as a Special Purpose Company to execute the development of the Total Land with the shareholding commitment as stated below:-

S. No.	Name of Member	Shareholding
1.	MMR Construction Company Private Limited	80%
2.	Advance Construction Company Private Limited	10%
3.	NKA Infrastructure Limited	10%
	TOTAL	100%

The present shareholding of the owner is held in the following manner:

S. No.	Name of Member	Shareholding
1.	MMR Construction Company Private Limited	50%
2.	Advance Construction Company Private Limited	30%
3.	Rile Projects Private Limited	20%
	TOTAL	100%

- C. Subsequently, vide undated letter duly acknowledged by GNIPLA on 19.08.2013, the Owner requested GNIPLA to allow the Owner to develop the Plot in 13 parts through 13 special purpose companies of Consortium members and requested that the total area of the Larger Plot be divided into 13 parts and lease deeds of the Larger Plot may be executed in favor of 13 special purpose companies of the Consortium in the following manner:-

S. No.	No. of the sub divided Plot	Area of the Sub divided Plot (Square Meters)	Name of the Lessor
1.	GH-01	15,000	Maple Realm Private Limited
2.	GH-02	10,000	Devsai Construction Private Limited
3.	GH-03	20,000	Floval Realm Private Limited
4.	GH-04	10,000	Ishu Infrastructure Private Limited
5.	GH-05	10,000	Pafin Developers Private Limited
6.	GH-06	15,000	Goddavari Dwellings Private Limited
7.	GH-07	20,000	Sekhon Infracon Private Limited

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Mr. Maheshwar Ch. Patil
OWNER

Date: 3 January 2014

PROJECTS PVT LTD
DEVELOPER

Date: 3 January 2014

To: Rajdhani Sports City Pvt. Ltd
Mr. Zainul Ali

Authored Signature



Mr. Zainul Ali



For: RIMIE PROJECTIONS PVT. LTD.

Authored Signature



Mr. Zainul Ali



S. No.	No. of the sub divided Plot	Area of the Sub divided Plot (Square Meters)	Name of the Lessee
			Linedad
3.	GH-08	10,000	Clover Probuid Private Limited
4.	GH-09	20,000	Sai Nanda Namita Construction Private Limited
10.	GH-10	14,307	Pure Probuid Private Limited
11.	GH-01	17,335	Mystique Construction Private Limited
12.	G-01	12,703	Mitra Infratech Private Limited
13.	SC-01	3,52,005	Euphoria Sports City Private Limited
TOTAL		5,26,540	

- E. GNIDA accepted the request of the Consortium to sub-divide the larger Plot in the manner stated above and also approved the execution of the lease deeds in favor of the respective lessees, including in favor of the Owner, as stated in the letter.
- F. In the above manner, vide the Allotment Letter, the GNIDA has allotted a plot number SC-01, adjoining 3,52,005 sq. Meter ("Total Land") situated in Sports City, Adjoining Tech Zone-IV of Greater Noida, Greater Noida details whereof are set forth in Schedule 1 hereto, forming part of proposed sports city in terms of Scheme-2010-11 for development of Sports City in Greater Noida ("Scheme") (a) leasehold basis to the Owner.
- G. The Total Land was allotted to the Owner for a period of 90 years by the GNIDA vide the Allotment Letter. The lease deed of the Total Land is yet to be executed by GNIDA in favor of the Owner.
- H. The Owner has represented to the Developer that in terms of the Scheme, residential, commercial and permissible components can be developed on the Project Land (*as defined hereinabove*) in proportion prescribed in the Scheme.
- I. The Developer is a company engaged in real estate development and undertaking the construction, development and marketing of real estate projects and has requisite resources at its disposal to obtain the requisite licenses, approvals, permissions etc., from the appropriate statutory authorities *at this regard*.
- K. The Developer being desirous of developing and acquiring rights for the Project (*as defined hereinabove*) in a part of the Total Land admeasuring 3,52,006 Square Meters as described in Schedule 11 hereof (the "Project Land") had approached the Owner with a request to transfer and assign the sole and exclusive Development Rights (*as defined*





hereinafter) of the Project Land, and the Owner had agreed to sell, grant, transfer and assign the same to the Developer on terms and condition set forth herein:

- I. The Parties herein alongwith various other persons have entered into a Master Framework Agreement dated 25 April, 2016 ("Master Agreement"). Whereby the Developer has agreed to acquire the sole and exclusive development rights of various parcels of land forming part of the sports city to be developed in terms of the Scheme including Total Land and the Project Land;

M. Pursuant to the Master Agreement and various discussions between the Parties, the Parties are desirous of executing the present agreement to renew mutually agreed terms and conditions for transfer of the Development Rights of the Project Land in favour of the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

4.1 11-7m6mm

"Agreement" means the General Agreement (Development and Construction Agreement), its schedules and annexes attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any authority or Government Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Government Authority having jurisdiction over the matter in question, whether in effect as of the Execution Date or at any time thereafter.

"Approvals" means any permission, approval, sanction, clearance, consent, license, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing and sale of the Project as contemplated under this Agreement.

"Development", shall in addition to its natural grammatical meaning of the expression also include any work of permanent character as otherwise created on the Project Land for any permissible purpose as per Applicable Laws and include, design and planning, construction and development of structures, roads, infrastructure and provisions for water, electricity, sewage, communication, safety, parking, entertainment and future maintenance of the same.

Mr. James W. McPhail
OWNER



"Development Rights" shall in addition to the general grammatical meaning of the expression also include:

- (i) Irrevocable, sole and exclusive rights to the Developer to commence, carry out and complete the Development of the entire FAR available on the Project Land, at its own cost and expense (through its agents, servants or assigns), subject to necessary permissions, existing or future, from municipal and any other concerned authorities and for this purpose to have unobstructed access to the Project Land including ingress and egress, and all activities for Development thereon;
- (ii) the absolute right to sell, alienate, transfer, sell, convey or otherwise assign or part with possession of Project Land and the Project including development thereon with proportionate undivided rights in the land underneath and other facilities at any time and in reverse, return and appropriate all sale proceeds therefore from any prospective buyer/transferee without limitation or restriction;
- (iii) the irrevocable and exclusive right to directly or indirectly transfer proportionate in the units/spaces/areas in Project to the prospective buyers, by execution of suitable documents in respect thereof;
- (iv) the irrevocable and exclusive right to maintain all the Development and pursuant thereto the right to enter into agreements with purchasers, occupiers and owners of the units in the Project or the Project Land for receiving all service charges and costs from them without any limitation or restriction;
- (v) the absolute right to deal with the Project or the Project Land (except in case of outright sale of Development Rights, which can be made with prior consent of the Owner) in its sole discretion including to transfer, assign or part off with the same without any interference of the Owner.

"Effective Date" means the date of registration of the lease deed executed by GNIDA in respect of the Total Land in favor of the Owner, with the Sub Registrar having the appropriate jurisdiction.

"Execution Date" means the date of execution of this Agreement.

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of, sale, agreement in sale, gift, title retention, including without limitation, any claim, mortgage, collaboration, development, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including joint and similar entitlements), any provisional or executory attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

"Government Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, judicial forum, statutory agency, corporation, commission, court or tribunal whether central, state, local, municipal,

OWNER		DEVELOPER
 Authorised Signatory		 Authorised Signatory



judicial, quasi-judicial or administrative, of the Government of India or Government of Uttar Pradesh, any other state government and/or statutory, non-statutory authority including GNIDA.

"GPA" means the irrevocable general power of attorney executed simultaneously by the Owner in favour of the Developer and its Representative for Development Rights and Development of the Project on the Project Land substantially in the form annexed hereto and marked as Schedule IV.

"Gross Revenue" shall mean and include any and all revenues and proceeds on account of sale, lease, license, transfer or other disposal of the interest in the Saleable Area including but not limited to any advance bookings, earned money, preferential location charge, parking, clubhouse, Power Back up, interest transfer fees, or any other charges that are recovered or recoverable from the customers of the Project. Provided that in the event of the lease or license of the Saleable Areas, the Gross Revenue would mean the base rental or license fee.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

"Project" collectively means various Developments to be carried by the Developer on the Project Land in terms of the Scheme.

"Saleable Area" is defined as the total super built up area of the Project and shall mean and include the plinth area of the units, villas, commercial space, multiplex, facilities conceivable over the Project Land as per the Applicable Laws after loading for common area and other facilities and includes every part of the Project for which any amount is charged from the prospective customers.

1.2 Interpretation: In this Agreement, unless the context otherwise requires:

- (i) unless the context clearly indicates a contrary intention, a word or an expression, which denotes a natural person shall include an artificial person (and vice versa); any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or measure shall be deemed to be a reference to an article, a clause, a section, a schedule or a measure of this Agreement;
- (iv) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (v) The recitals, schedules and annexures to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

OWNER	DEVELOPER
 Authorised Signature	 Signature



- (vii) Reference to the words "include" or "including" shall be construed as being suffixed by the term "without limitation"
- (viii) Reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced, and
- (ix) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly intended, modified or replaced;
- (x) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator considering this Agreement shall construe it more stringently against one Party than against the other.

ARTICLE 2 GRANT OF DEVELOPMENT AND CONSTRUCTION RIGHTS

- 2.1 On due payment of the Consideration (*as defined hereinbelow*) to the Owner by the Developer in the manner contained hereinafter, the Owner, as of the Execution Date, hereby sells, grants, transfers and assigns to the Developer and the Developer hereby acquires the sole, absolute, exclusive and irrevocable rights, title and interest of the Owner under the Allotment Letter in respect of the Project Land (i.e. Land advertising 1,52,000 Square Meters and forming part of the Total Land), subject to the terms and conditions contained herein.
- 2.2 The Parties agree that from the Effective Date, the Developer shall be the absolute owner and beneficiary of all titles, rights, interests and privileges in respect of the Development Rights for Project and the Project Land.
- 2.3 With effect from the Effective Date, the Developer shall be entitled and have the absolute and unrestricted rights to undertake and carry out the Development of the Project on the Project Land hereof in terms of the Approvals and the Applicable Laws for development of various components of the Project including sale thereof, as may be deemed appropriate by the Developer, without any interference by Owner or any party/person claiming under or through the Owner. With effect from the Effective Date, the Developer shall be the sole owner of the Development Rights of the Project Land.
- 2.4 As of the Execution Date, the Owner hereby represents and declares that it has full authority and right and has taken all requisite Corporate Approvals to execute this Agreement and perform its obligations hereunder.
- 2.5 It is hereby agreed that from the Execution Date, the Owner is left with no rights, titles and interests in the Project Land allotted to the Owner pursuant to issuance of the Allotment Letter, in any manner whatsoever and all rights, titles, interests,

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<p>For ENTITLED TO THE LTD.</p> <p>OWNER</p> <p><i>M. Sharath Kumar</i></p>	<p>THE PROJECT LTD.</p> <p>DEVELOPER</p> <p><i>D. S. Smith</i></p>
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emoluments of the Owner under the Assignment Letter hereby stand transferred/signed absolutely in favour of the Developer.

- 2.6 It is hereby agreed that from the Effective Date, the Owner will be left with no rights, titles and interests in the Development Rights of the Project Land and/or the Project in any manner whatsoever and all rights, titles, interests, emoluments of the Owner in the same shall thereby be transferred/signed absolutely in favour of the Developer immediately without any act to be performed by either of the Parties;
- 2.7 The Owner agrees, accepts and acknowledges that based on the written representations and warranties granted by Owner, the Developer shall incur substantial expenditure for the Development of the Project on the Project Land and shall have to deploy immovable resources and manpower; therefore, Owner hereby undertakes, agrees, assures and declare that the Development Rights granted to the Developer are irrevocable and cannot be terminated. The Developer, at its sole discretion, with effect from the Effective Date, would have the absolute unfettered and unconditional rights to develop, market and sell, including the right to transfer and/or assign the Development Rights to any third party in full or part without the prior approval of Owner, and Owner shall render all assistance which may be required in this regard including the signing and executing/counteracting documents, deeds, applications, affidavits etc.
- 2.8 Notwithstanding anything contained herein, the Developer cannot sell the Project Land or part thereof without prior written consent of the Owner. However no such consent is required for sale of developed units/areas of the Project.
- 2.9 Notwithstanding anything contained herein, in case the Developer sells the Saleable Area of the Project at a price less than the prices stipulated in Schedule III hereto, the shortfall in the actual sale realization and the value arrived at the prices mentioned in the said Schedule III shall be contributed by the Developer in the Escrow Account.
- 2.10 It is hereby agreed between the Parties that any additional FAR/purchasable with respect to the Project Land in accordance with the Applicable laws shall be part of Project Land. The Developer shall be entitled to acquire such additional FAR at its own costs and expenses. The Developer shall not be liable to pay any additional amount/debt to Owner on this account.

ARTICLE 3 CONSTRUCTION AND DEVELOPMENT

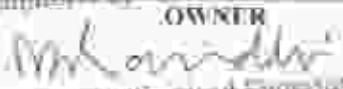
- 3.1 With effect from the Effective Date, the Developer shall have the exclusive rights, emoluments and authority for the Development on the Project Land (i.e. land measuring 1,52,000 Square Meters and forming part of the Total Land), at its own cost and expense and commercially utilize/exploit the same as per the Applicable Laws.

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OWNER	DEVELOPER
 Mr. Anil Kumar	 Suresh Kumar



- 12 It is hereby further agreed that if due to any change in policies of the Governmental Authority any additional FAR beyond the FAR prescribed in Schedule II thereof at any time after the Execution Date is made available or purchasable, whether till the Effective Date or during the course of the Development or after the completion of Development such additional Development shall be the exclusive property of the Developer without having to pay any additional consideration to the Owner in any form whatsoever. However all costs and expense to be incurred by acquiring such additional FAR shall be paid and borne by the Developer.
- 13 On the Effective Date immediately upon registration of lease deed of the Total Land and taking over possession of the same from GNIDA, the Owner shall hand over the vacant and peaceful possession of the Project Land to the Developer and shall also grant to the Developer and its Representatives irrevocable license to enter into the Project Land and to possess the same for the purpose of planning, beautification, landscaping, putting up hoarding, survey of the Project Land and to do all acts for carrying out the Development of the Project. The Developer shall be liable to make payment of the stamp duty payable on lease deed to be exacted by GNIDA in favour of the Owner with respect to the Total Land.
- 14 The Developer shall be entitled to engage any contractual architect, engineers, consultants and workmen for the Development without any interference by the Owner or any third party.
- 15 In order to enable the Developer to administer the Development and exercise the Development Rights in terms of this Agreement, the Owner shall execute and register a GPA in favour of the Developer and/or its Representatives, which shall be in the form set forth in Schedule IV hereto and will be effective from the Effective Date, thereby authorizing and empowering the Developer and/or its Representatives to do all such things and deeds necessary on their behalf for the Development of the Project on the Project Land, deal with the Project and the Project Land in accordance with the terms of this Agreement and to give effect to this Agreement including pursuing various applications concerning the obtaining and grant of approvals provided. It is also agreed that the Owner shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no objection certificates, authorizations, understandings and take such other actions as may be required for purposes of the Development, marketing and/or sale/transfer of the Project/Project Land or part thereof and as may be requested by the Developer in administering more effectively the purposes or subject matter of this Agreement.
- 16 The Owner shall not interfere, hinder or carry out any obstruction in the Development in any manner whatsoever in the construction of the Development/marketing/sale/transfer of the Project or any additional FAR by the Developer and shall provide all assistance and co-operation as may be required by the Developer in relation thereto without any financial obligations on the Owner. The Owner shall duly fulfill and perform its obligations under this Agreement, failing which the Developer shall be entitled to claim from the Owner all the losses and damages suffered or which it is likely to suffer including any penalties, fines, demands as may be imposed on the Developer as a result of breach of the obligations of the Owner.

<u>THE EMPEROR'S SPACIAL CITY PVT. LTD.</u>	<u>THE EMPIRE LTD.</u>
<u>OWNER</u>  - Authorised Signature -	<u>DEVELOPER</u> 



- 3.7 The Owner shall execute a special power of attorney ("SPA") in favour of the Developer authorizing it to execute necessary documents for loans to be obtained by the customers of the Project in the format set forth in Schedule V hereto.

ARTICLE 4 APPROVALS

- 4.1 The Developer shall be entitled to prepare and file the design, layout plans, building plans and undertake and complete the Development on the Project Land at its own cost and expenses. The Developer shall make the Development in conformity with the Approvals and the Applicable Laws.
- 4.2 All the payments to be made to GNDIA or other authorities with respect to the Approvals shall be paid and borne by the Developer.
- 4.3 The Developer shall be responsible to make payment of all outstanding dues with respect to the lease premium, fixtures, compensation, lease rents, interest, Penal Interest and any other charges payable to GNDIA in respect of Project Land directly to GNDIA. The Developer shall be entitled to get the amounts payable to GNDIA for the Project Land recalculated at its own costs and expenses. Provided that at any time, there shall be not more than two consecutive installments payable to GNDIA pending or unpaid. However, this restriction of two consecutive installments shall not be applicable for farmer's compensation and purchasable FAR. Further, this restriction shall not be applicable post payment of the Consideration to the Owner.
- 4.4 Any bank guarantee required to be provided for the Approvals for the Project shall be provided by the Developer from its own resources.
- 4.5 The Owner shall provide necessary cooperation and assistance to the Developer for obtaining the Approvals including execution of necessary documents, applications, undertakings and affidavits etc. at the costs and expenses of the Developer.

ARTICLE 5 ROLE, RESPONSIBILITY AND OBLIGATIONS OF OWNER

- 5.1 The Owner hereby assures and agrees not to disturb, prevent or interrupt the Development activities carried out by the Developer and/or commit any act or omission that may result in stoppage or delay of the Development to be undertaken pursuant to and in accordance with this Agreement.
- 5.2 The Owner undertakes and assures that it shall not, in any way, transfer, Encumber, mortgage or part with his/her rights, titles or interests in the Project Land or create any sort of lien or charge or Encumbrance or third party rights on the Project Land or create any hindrance or obstruction in the Development of the Project, except as may be directed by the Developer.

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For: Emporia Sports City Pvt. Ltd.

OWNER

Mr. Ravinder Singh

For: PUDCOT PVT. LTD.

DEVELOPER

Kuldeep Singh



- 5.3 The Owner shall be required and instructed by the Developer, execute tripartite sale deed(s) or other form of title documentation in favour of the prospective buyer/transferee of the areas/units/spaces comprised in the Project along with proportionate undivided share in the Project Land.
- 5.4 The Owner shall provide all legal documents, attorney and agreements as required by the Developer for the Development and Development Rights on the Project Land including marketable title of the Project Land, GPA and other documents/deeds referred herein.

ARTICLE 6 CONSIDERATION AND ESCROW ACCOUNT

- 6.1 In consideration of the representations, declarations, covenants and warranties of the Owner absolving granting, assigning, selling and transferring the Development Rights of the Project on the Project Land, free from all encumbrances in favour of the Developer, the Developer shall pay to the Owner an amount of Rs. 65.80,00,000/- (Rupees Sixty Five Crores Eighty Lakh only (the "Consideration")) in the below manner:
- The Developer has already paid an amount of Rs. 12,85,00,000/- (Rupees Twelve Crores Eighty Five Lakhs only) to Advance Construction Company Private Limited on behalf of the Owner, receipt whereof is hereby acknowledged by the Owner, and
 - The Developer shall pay to the Owner the balance amount of Rs. 52,95,00,000/- (Rupees Fifty Two Crores Ninety Five Lakhs only) within 12 months from the Start Date through the Escrow Account.

In the event the collections from the customers of the Project are suspended due to any court/tribunal order or order of any Government Authority, the due dates for payment of the Consideration shall be extended for corresponding period.

The Parties hereto agree that time is the essence of this Agreement.

- 6.2 The Developer shall open an escrow account ("Escrow Account") with a bank ("Escrow Agent") mutually acceptable to Owner and the Developer. The Developer hereby undertakes that the Gross Revenue of the Project shall be deposited directly to the Escrow Account without any delay and/or default.

The Developer shall submit a list of sales made and collections made on the Project ("MIS") to Owner on a monthly basis. The Owner shall be entitled to audit the MIS at its own costs and expenses. The Developer shall provide necessary details and cooperation in this regard to the Owner. The auditor to be appointed for such audit shall be appointed with mutual consent of the Owner and the Developer.

- 6.3 The revenue from the other parcels of land forming part of Total Land shall also be deposited in the Escrow Account and shall be dealt with in the manner detailed in a separate escrow agreement to be executed in this regard.

OWNER 	DEVELOPER 
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- (ii) 45% (forty five percent) of the amounts credited shall be transferred to a designated bank account of the Owner and 55% (fifty five percent) of the amounts credited shall be transferred to a designated bank account of the Developer on a daily basis during first year of execution hereof. After expiry of one year from execution hereof, 10% of the amounts credited shall be transferred to a designated bank account of the Owner and balance amount in the Escrow Account shall be transferred to a designated bank account of the Developer on a daily basis.

The amount transferred to the bank account from the Escrow Account as above of the Owner shall be deducted against the amount of the Consideration payable as above. The said deduction shall be effective till payment of the entire Consideration and after than any nod in modulus shall belong to the Developer only without any claim or rights of the Owner;

The amounts paid by the Owner from the Escrow Account as above shall be reckoned off at quarterly basis and any shortfall in the amounts payable in terms of Clause 6.1 above shall be paid by the Developers to the Owner within 4 months of expiry of the relevant calendar year.

If the shortfall amount is not paid within this period of 6 (six) months, the Owner shall have the right to recover its dues by selling/retaining rights on a part of the Land which is not released to the Developer in terms of the Master Agreement, at the then prevailing market price; however, the right of first refusal for the same will rest with the Developer. The said right of first refusal has to be exercised by the Developer immediately upon receipt of notice from the Owner in this regard and the payments referred shall be made by the Developer within 60 (sixty) days of exercise of such right.

ARTICLE 7

RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN

- 7.1 The Owner hereby agrees, acknowledges and confirms that with effect from the Effective Date,

 - (i) The Developer shall have the sole and exclusive right to market, book, allot, transfer, let, lease, license and/or assign the entire or any part of the areas/units/spaces in the Project to the prospective buyers/transferees, at the price and as per the payment schedule as may be decided solely by the Developer, and also to place its Hoarding/Sign Board at site, as per prevalent policy, and
 - (ii) The Developer shall be solely and exclusively entitled to carry out advance bookings, issue receipts and to enter into agreements for sale, letting, etc., with

-13-

OWNER 
of 1 Signature

DEVELOPER 
of 1 Signature



- (ii) prospective buyers' transfers of the uncompleted spaces in the Project on the Project Land and shall receive any and/or all sale proceeds from the sale/lease of the project in the Escrow Account; and
- 7.2 (iii) The Owner shall provide full co-operation and assistance to the Developer in this regard and undertakes not to cause any interruption in the same.
- 7.3 The Owner shall authorize the Developer to sign/execute and render the tripartite other agreements/deeds on behalf of the Owner. The Owner shall ensure that appropriate GPA is executed and registered by the Owner in favour of the Developer and its Representatives/attorneys such authorisation in respect herof.
- 7.4 To the exclusion of other Parties, the Developer or any agency nominated by it shall have the sole right to maintain the completed building(s) on the Project Land, the common areas, fixtures and amenities therein as per the provisions of Applicable Laws and all the occupants thereof shall be bound to observe the rules and regulations framed/adopted by the Developer and/or of any agency nominated by the Developer. All decisions of the Developer with regards to the maintenance shall be final and binding on all the occupants of the Project.

ARTICLE 8 SALES AND MARKETING

- 8.1 The Parties hereby agree that only the Developer shall have the sole rights and authority to do the entire marketing and sale of the Project. The name and branding of the Development on the Project Land shall be solely done and decided by the Developer;
- 8.2 It is hereby agreed that any intellectual property rights developed, whether registered or not, in respect of the Project pursuant to this Agreement shall be owned, used and possessed by the Developer only. The Developer shall have all the rights, titles and interest in such intellectual properties and the sole and exclusive right to use such intellectual property rights and the Owner shall not have any right, title, interest in respect thereto in any manner whatsoever.
- 8.3 The Developer shall have the exclusive rights to formulate marketing strategies and carry out marketing of the Project, including appointment of brokers, retaining of advertisements and hoardings, participation in exhibitions and preparation of brochures, etc. without any interference or instructions by the Owner.
- 8.4 The Developer shall have the sole discretion to decide the time and manner of sale and marketing of the Project.
- 8.5 The Developer shall be solely entitled to market the Project and negotiate the sale price hereof and Owner shall not in any manner prevent or disrupt the same.
- 8.6 The Parties hereby agree that sale/transfer of the uncompleted spaces in full or part shall be made through execution of a tripartite agreement/deed with the prospective buyer/transferor where after Owner shall sign as landowner through the Developer as GPA.

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Mr. Srinivas Chaitanya

OWNER

Authorised Signatory

Mr. Srinivas Chaitanya

DEVELOPER

Authorised Signatory



holder and the Developer is developer, without charging any cost. Notwithstanding the above, the Developer shall have the absolute right to sell/transfer the unoccupied spaces with proportionate land underneath on the basis of GFA and/or other authorizations granted by the Owner.

- 8.7 The Owner shall further, as and when considered expedient by the Developer, sign and execute all documents/ deeds/ instruments etc. without charging any cost for transfer/conveyance of titles and interest in the spaces areas in the Project including all developments on the Project Land in favour of the prospective buyers.
- 8.8 The Owner shall not do any act or deed which would in any manner whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales programme or strategy of the Developer.

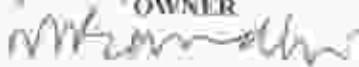
ARTICLE 9 FUNDING

- 9.1 From the Effective Date, the Developer shall be entitled to raise loans/finance for funding the development of the Project including payments to be made to GNIDA by way of creation of appropriate security mortgage over the Project Land and the construction thereon and/or creation of charge over receivables from and/or on the Development Rights hereby granted with any third party i.e. bank and/or financial institution, NBFC and SEBI/RBI approved PEVC funds/fund houses/FPI at the sole discretion of the Developer. The Owner hereby agrees to execution of such mortgage or other encumbrance over the Project Land/Project/receivables and hereby waive any objection it has or may have in respect thereto. The Owner shall provide all assistance including executing of such documents/deed, issuance of NOC and revised escrow agreement as may be required by the Developer for mortgaging the Project/ Project Land. However, the arrangement of agreed payments to Owner from the Escrow Account with respect to the Gross Revenue shall not be changed. The Owner shall provide the original lease deed(s) for deposit to be made to the lender for raising such finance/borrowing. However the Developer shall be entitled to create charge/mortgagess only on the Project Land.
- 9.2 The cost of funding/ loan shall be borne and paid by the Developer alone and repayment of such loan along with all charges/ interest shall be the sole responsibility and liability of the Developer. The money raised from such mortgage shall be used by the Developer for construction and development of the Project Land including payments to be made to GNIDA.
- 9.3 On the Effective Date, the Owner shall hand over the lease deed executed by GNIDA in favor of the Owner in respect of the Total Land to the Trustee appointed in terms of the Master Agreement.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

- 10.1 The Owner hereby represents and warrants to the Developer as follows:

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For Further Special City Pvt. Ltd. OWNER  Authorised Signatory	THE SELECTED P.H. LTD. DEVELOPER  Authorised Signatory
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- (i) The Owner has not executed any other agreement/understanding/arrangement with any entity with respect to the Project Land save and except the Master Agreement. The Allotment Letter issued by GNIID is valid and subsisting.
- (ii) As of the Effective Date, there is no receiver, trustee or manager appointed over the whole or any part of the Project Land and the Owner shall not have committed any act of bankruptcy under the laws of India or any other applicable jurisdiction.
- (iii) As of the Effective Date, the Project Land and/or the Development Rights shall be neither encumbered nor the whole or any part thereof be subject matter of any third party occupation allowed nor will from any disability that could disentitle its use for the purposes contemplated in the Agreement.
- (iv) The Development Rights granted to the Developer under this Agreement are irrevocable and that the same cannot be expressly or impliedly revoked, cancelled, curtailed or suspended at any time for any reason whatsoever in law or contract of the instance of the Owner and/or any other person claiming under the Owner.
- (v) The Owner affirms that rights and interest allotted to the Owner as per the Allotment Letter are valid, existing and not been cancelled as of the Execution Date and the Owner has not assigned and transferred such rights and interests, as allotted to it pursuant to the Allotment Letter, to any third person.
- (vi) The Owner affirms that, with effect from the Effective Date, the Development Rights shall belong absolutely to the Developer without any charge or lien or encumbrance, and the maintenance and upkeep of the constructed Project may be performed by Developer at its own expense or against payment of fee or charges collected by Developer from the purchaser/user of the Development/Project at the rates to be decided by Developer.
- (vii) The representations provided hereunder are true and accurate as on the Execution Date in all respects and do not contain any untrue statement of any material fact or omit to state any material fact necessary to make the statement not misleading and will continue to be true and accurate save and except any changes in the factual position warranted, occurring or arising as a direct consequence of performance by the concerned Party(ies) of any obligations assumed under this Agreement.
- (viii) The Owner represents that the representations provided by it in respect of the Project Land as of the Effective Date, shall continue to be true, accurate and

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For Bopalwadi Joms City Ltd. 1/18

RECEIVED ON 10-01-2018

OWNER


Vishwanath S. Patil
Vishwanath S. Patil

DEVELOPER


Rajesh Patel
Rajesh Patel



valid and shall remain and be altered to enter the effective date and for the period thereafter:

- (iii) The Owner agrees, accepts and acknowledges that if the event any of the above representations and warranties is not found to be true and/or it is ever proved otherwise, the Owner shall be in material breach of its obligations under this Agreement.

10.2 The Developer hereby represents and warrants to Owner as follows:

- (i) The Developer shall manage the requisite resources to plan, design, construct, develop and market the Project in per the terms and conditions agreed in this Agreement and Approvals.
- (ii) The Developer shall plan, design, construct, develop, market and sell the Project in the manner and in accordance with the terms and conditions of this Agreement, Approvals and applicable laws.

10.3 Each of the Parties hereby represent and warrant to the other Parties that:

- (i) Each Party has full power, authority, legal right and capacity to enter into, deliver and perform this Agreement in respective obligation under this Agreement and to consummate the transaction contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes their legal, valid and binding obligation enforceable against it in accordance with its respective terms.
- (ii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or comparative knowledge on the part of the other Party or any of their respective agents, Representatives, officers, employees or advisers.
- (iii) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against it in accordance with its terms.
- (iv) The execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any contract, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its/his properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (v) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties.



which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

ARTICLE 11 INDEMNIFICATION

- (1.1) Each Party ("Defaulting Party") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates ("Non-Defaulting Party") from any and all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to anything out of or in connection with the following:
- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and
 - (ii) any willful act of omission or commission, material breach, misrepresentation or misconduct by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.
- (1.2) The indemnification rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies as the Developer or Owner may have in law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

ARTICLE 12 DISPUTE RESOLUTION AND APPLICABLE LAW

Amicable Settlement

- (12.1) Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall first be resolved by the Representatives of the Parties amicably.

Arbitration

- (12.2) In the event the Parties fail to resolve any dispute amicably within thirty (30) days after one Party has served a written notice on the other Party requesting the commencement of discussions, then such dispute shall be referred to arbitration of three arbitrators, whereby one arbitrator shall be appointed by the Developer, the other arbitrator shall be appointed by *Advantageous Infra under the Master Agreement* and the third/ pending arbitrator shall be appointed by the two arbitrators so appointed. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereto.

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Sumitomo Sports City Pte Ltd.

PROJECTS PTE LTD

OWNER

DEVELOPER

M. Venkatesan

S. Gopi



- (12) Arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Delhi. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.

Governing Law and Jurisdiction

- (12A) This Agreement shall be governed by and interpreted in accordance with the laws of India and subject to dispute resolution mechanism mentioned, the Courts of New Delhi alone shall have exclusive jurisdiction in respect of all matters arising in respect of this Agreement.

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

- (13.1) **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- (13.2) **Amendment:** This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.
- (13.3) **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- (13.4) **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- (13.5) **Stamp Duty & Registration:** The Parties shall get this Agreement duly registered. The cost of registration and stamp duty payable shall be borne and paid by the Developer.
- (13.6) **Entire Agreement:** This Agreement alongwith the Master Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral except the Master Agreement. No modification of or amendment to this Agreement nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- (13.7) **Notice:** Any communication to be made under or in connection with this Agreement

 OWNER authorized Signatory	 DEVELOPER Dipak Patel
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shall be made in writing and, unless otherwise stated, may be made by hand, speed post, registered mail, letter, email or carrier. However to be effective, the Parties hereby agree that any communication or notice to be sent hereunder shall compulsorily be sent by at-least Speed Post and simultaneously by an email.

The communication notice shall be sent at the addresses mentioned in the title clause of this Agreement or any other address as may be informed by either Party in advance. For the purpose of this Clause the email address of each of the Party is given below:

Euphoria Sports City Private Limited

Email: nepalmandir@gmail.com; nepalmandir@yahoo.co.in

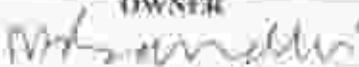
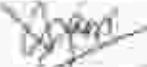
Rise Projects Private Limited

Email: nilesh@riseprojects.in

- (3.8) **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event(s) of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not affected. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorisation, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorisation with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.
- (3.9) **Assignment:** Subject to the provisions of this Agreement, the Developer shall be entitled to transfer and/or assign any of its rights, including but not limited to the Development Rights to any other party without any consent of Owner.
- (3.10) **Time:** Any date or period as set out in any Article/Clause of this Agreement may be extended with the written mutual consent of the Parties, failing which time shall be of the essence of this Agreement.
- (3.11) **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them; and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party whether under this Agreement or otherwise.
- (3.12) **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the term hereof, at the instance of either of the Parties.
- (3.13) **Language:** If this Agreement is translated into any language other than English, the English language text shall always prevail.

[Execution page follows]

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 OWNER Nilesh Verma Authorized Signatory	 DEVELOPER Brijesh Patel
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shall be made in writing and, unless otherwise stated, may be made by hand, speed post, registered mail, letter, email or courier. However, to be effective, the Parties hereby agree that any communication or notice to be sent hereunder shall compulsorily be sent by at-least Speed Post and simultaneously by an email.

The communication/notice shall be sent at the address mentioned in the title clause of this Agreement or any other address as may be intimated by other Party in advance for the purpose of the same. Below the email address of each of the Party is given below:

Euphoria Space City Private Limited

Email: nepalpanthi@gmail.com; nepalpanthi@yahoo.com

Rise Projects Private Limited

Email: info@riseprojects.com.np

- (3.8) **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable so that and in the event of any obligation or obligation being or becoming unenforceable in whole or in part shall not affect the validity of the balance. Notwithstanding the fundamental terms of the Agreement are not altered, if any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable, or (ii) requires any authorisation. Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorisation with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.
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- (3.11) **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- (3.12) **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- (3.13) **Language:** If this Agreement is translated into any language other than English, the English language text shall always prevail.

[Execution page follows]

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344-Euphoria Space City Pvt. Ltd.

OWNER


Anil Panthi

DEVELOPER


Rajesh



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above:

Signed and delivered by within named
Owner

Euphoria Sports City Private Limited



Through Mr. Neprali Dijin

Sanjhi

Authorized Signatory

Signed and delivered by within named
Developer

Rise Projects Private Limited

~~FOR RISE PROJECTS PVT. LTD.~~

Through Mr. Anilav Jain

Authorized Signatory



Witness 

1. 

Shrikant Shukla

No. 100/24 Gomti Nagar Colony

Floor 2, Flat No 1

DL No. 24737/PR/2006



KAMLESH Mishra

Ho. D-3, Mishra

No. B-405/500, Kalyan Colony

Sec-44, Noida, A.C. Enclave (N.D.)

Ville 241 SEC 18 Noida

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OWNER	 Authorized Signatory
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DEVELOPER	 Authorized Signatory
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Deed Related Detail

Deed Name	GENERAL AGREEMENT	GENERAL AGREEMENT
Land Detail		
Village/Sub Tehsil	Sub Registrar I	
Village/City	Chandni Chowk	Building Type
Plot No./Segment	Chandni Chowk	
Property Type	Residential	
Property Address	House No.: _____ Road No.: _____ Chandni Chowk	
Area of Property	326.540 0 Sq.Meter	0.00
Money Related Detail		
Consideration Value	0.00 Rupees	Stamp Duty Paid 1,000.00 Rupees
Value of Registration Fee	1,000.00	Parting Fee 100.00 Rupees
Register Duty	0 Rupees	Government Duty 100.00 Rupees

The Deed of GENERAL AGREEMENTGENERAL AGREEMENT

Presented by: Shri/Ms.

S/o/W/o

Re:

Bhupinder Singh Chahal (Ex. M/s. Bhupinder Singh Chahal & Sons) (P.W.D.)

Shri/ma. (Name of the transferor)

Wife/Husband

(In the office of the Sub Registrar, Delhi) On 27/04/2016 at 12:19:36 day Wednesday Between the hands of

Signature of Presentee



 Sub Registrar
Sub Registrar I
Delhi/New Delhi

Execution admitted by the said Shri/ Ms.

Bhupinder Singh Chahal (Ex. M/s. Bhupinder Singh Chahal & Sons) (P.W.D.)

and Shri/Ms.

Ravi Prakash Puri (Ex. M/s. Vashishtha Jain)

Who were identified by Shri Suresh Kumar Arora (Hungeri), Shri W/o Mr. Balwinder Bhogwan K/o Sudam Singh Bhogwan (Civil Station Master, H.P. and Shri Suresh Kumar Arora (Hungeri) No. W/o D/o D/N Bhogwan K/o H.P. - 465-501 Kangra (H.P.) SEc-44 Noida U/B Noida H.P.)
 (Married With) Whose No. H.P. is known to me.

Conscious of the above facts explained by the parties who appeared the conditions and intent have agreed

Cognizant that the title for Right, as the same may be land found under name of the Plaintiff has been affixed to my property

Date:



 Sub Registrar
Sub Registrar I
Delhi/New Delhi

Schedule I
DETAILS OF THE TOTAL LAND

Plot number SC-411 measuring 1,52,005 Sq. Meter situated at Sports City, Adjoining Tech
Zone-IV of Udaipur Noida, Udaipur Noida

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Mr. Euphoria Projects Udaipur Ltd.

OWNER	DEVELOPER
M/S Sonwani Sonwani Associates	Dipan Dipan Associates



SCHEDULE B
DETAILS OF THE PROJECT LAND

Land having FAR below and such additional FAR purchasable with respect to the same on land parcel admeasuring 1,52,000 Sq. Meters as highlighted in the attached map and forming part of the Total Land

Particulars	FAR (in lakhs Sq.Ft.)
Golf Villa	4.28
Other Sports Villa	1.28
Sc. III Residential	2.00

(Map attached)

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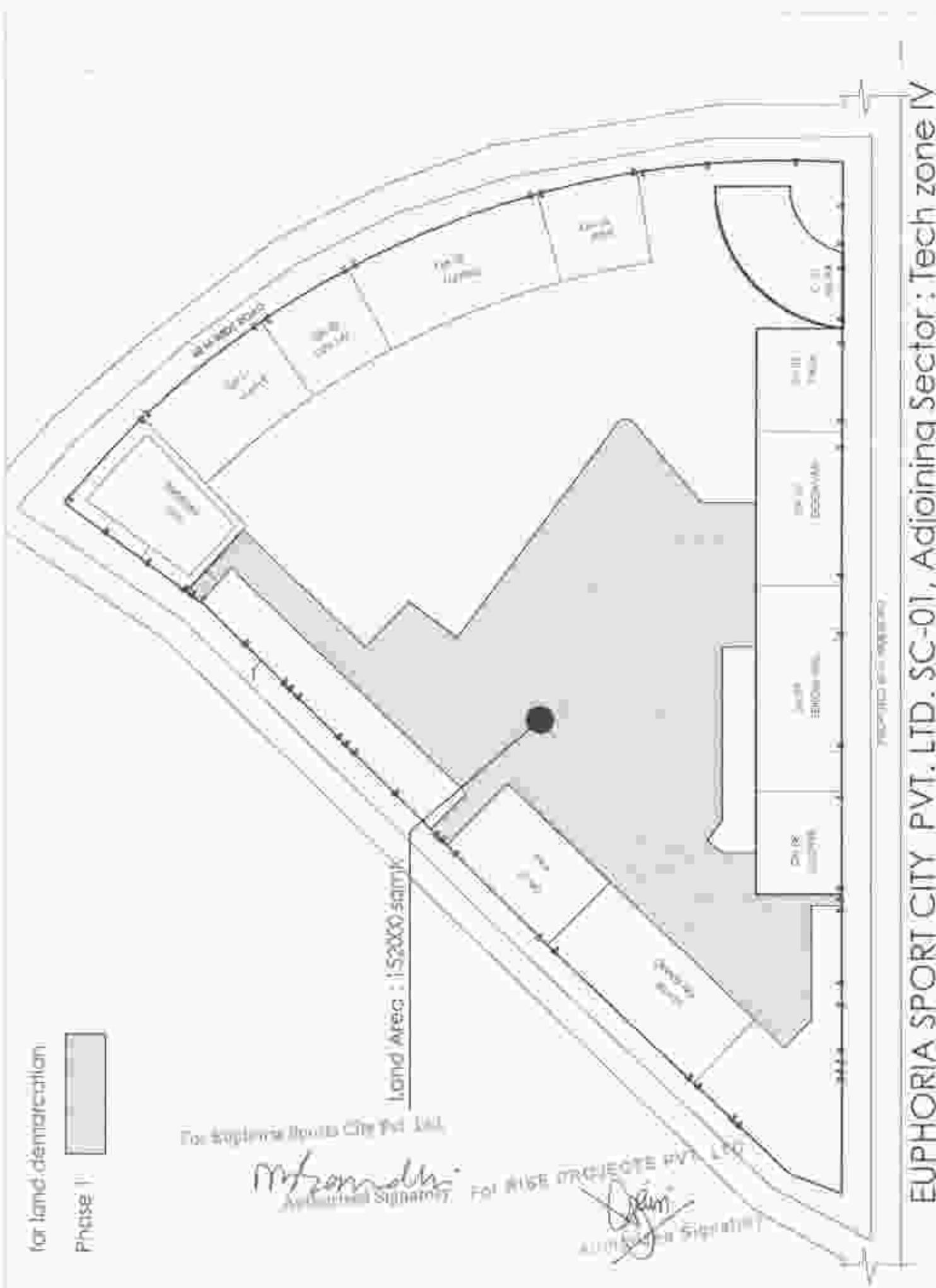
For Sunflower Sports City P-L Ltd.

OWNER	DEVELOPER
	 HDFC Bank Signature



for land demarcation

Phase I



EUPHORIA SPORT CITY PVT. LTD. SC-01, Adjoining Sector: Tech zone IV



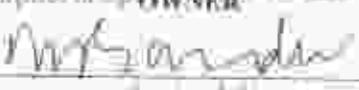
SCHEDULE III

DETAILS OF MINIMUM SELLING PRICE OF THE SALEABLE AREA OF THE
PROJECT

Villa - Rs. 4,500/- Sq.Ft. (Built Up area basis)

Flats in SC-01 - Rs. 3,600/- Sq.Ft.

Apartments (Group Housing) and at SC-01 - Rs. 3,000/- Sq.Ft.

The Enhornip OWNER	The EUSE PROJECTS LTD. DEVELOPER
 Authorised Signatory	 Authorised Signatory



SCHEDULE IV
Format of GPA

GENERAL POWER OF ATTORNEY

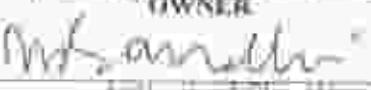
KNOW ALL MEN BY THESE PRESENTS THAT WE, Euphoric Sports City Private Limited, company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 8-106, Lower Ground Floor, Greater Kailash-II, New Delhi - 110048, acting through its Authorized Signatory, duly authorized vide Board Resolution dated 01/09/2015 (hereinafter referred to as the "EXECUTANT", which expression shall mean and include its successors and permitted assigns),

Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the General Agreement (Development and Construction Agreement) dated 27-04-2016 executed by and between the EXECUTANT and RISE Projects Private Limited.

WHEREAS:

- A. The Greater Noida Development Authority ("GNDA") has allotted a parcel of land measuring 3,52,005 Sq. Meters situated Sports City, Adjoining Tech Zone-IV of Greater Noida, Greater Noida (hereinafter referred to as the "Total Land") as leasehold basis to the EXECUTANT vide Allotment Letter dated 30/01/2011;
- B. The EXECUTANT and RISE Projects Private Limited have executed a General Agreement (Development and Construction Agreement) dated 27-04-2016 whereby the EXECUTANT has transferred the Development Rights (as defined therein), which shall come in effect from the date of registration of lease deed by GNDA ("Effective Date") of a part of the Total Land details whereof is set forth in Schedule I hereto (the "Project Land") to RISE Projects Private Limited ("Development and Construction Agreement") for development of the Project; and
- C. Under the General Agreement (Development and Construction Agreement), the EXECUTANT has, inter-alia, agreed to execute an irrevocable general power of attorney, in favour of RISE Projects Private Limited authorizing it to do all acts, deeds, matters and things and to exercise all powers and authorities as may be necessary or expedient for the construction, development, marketing, sale and maintenance of the Project on the Project Land, in the manner hereinafter appearing.

NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANTS do hereby nominate, constitute and appoint RISE PROJECTS PRIVATE LIMITED, a company duly registered under the provisions of the Companies Act, 1956 and having its registered office at Lower Ground Floor, 195, Ram Vihar, Delhi - 110092 and/or its nominees and/or Mr. Ravish Sharma, S/o Mr. M C Sharma, R/o 195, Ram Vihar, Delhi - 110092 (hereinafter referred to as the "ATTORNEY" which expression shall, wherever the context permits, mean and include its successors and permitted assignees) our true and lawful general power of attorney holder to do the following acts, deeds and things in our name and on

For Euphoric Sports City Pvt. Ltd. OWNER  Anurag Agarwal	For RISE Projects Private Limited DEVELOPER 
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our behalf in respect of the Project for development and sale of the Project in pursuance of the Capital Agreement (Development and Construction Agreement).

1. To enter upon the Project Land, survey the same, prepare layout and building plans, detailed drawings etc., for the purpose of commencing, continuing or completing the construction and development of the Project;
2. To undertake construction and development of the Project either itself or through contractor sub-contractors agents and to enter into contracts in relation thereto;
3. To deal with and correspond with the concerned statutory local, central, state, governmental and other authorities including State Pollution Control Board and State Level Environmental Impact Assessment Authority (EIA) in respect of matters relating to grant of licenses, approvals, sanctions, consents, registrations and renewals/ extensions thereof under applicable laws, rules, regulations, orders, notifications, for and in respect of the development of the Project and in particular the following viz.,
 - (i) to apply for submit and follow up application for obtaining approvals in pursuance thereof for development of the Project on the Project Land;
 - (ii) to submit and resubmit layout plans, building plans and zoning plans to apply for and obtain sanction plans for the reclassification and/or revision of the plans sanctioned or to be sanctioned with alterations and additions, as the ATTORNEY may desire;
 - (iii) to apply for and obtain commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof) and any like certificates or permissions that may be required by the applicable law, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objection from the aforesaid authorities and its departments;
 - (iv) to appear and represent the EXECUTANT before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Project;
 - (v) generally to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project on the Project Land; and
 - (vi) to submit all undertakings, agreements, affidavits, declarations, applications, bonds etc., on behalf of the EXECUTANT, as required from time to time in connection therewith;
4. To deal with GNIDA with respect to the Project Land and the amounts payable with respect to the same and to get the amount payable rescheduled at its discretion.

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The Englishman Group of Firms Ltd.

OWNER



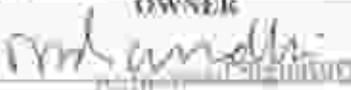
Parasite and Associates LTD

DEVELOPER





- 5 To sign and execute necessary documents, applications, affidavits and undertakings etc. with respect to the rescheduling of amounts due to GNDIA with respect to the Project Land
- 6 To do all such acts, deeds and things as may be required for making the Project Land fit and proper for the purpose of the development and construction of the Project thereon
- 7 To carry out the Development (as defined in the General Agreement (Development and Construction Agreement)) and to construct/reconstruct, demolish, repair, amend, improve upon or otherwise develop the Project or any part or portion thereof (subject to the provisions of the General Agreement (Development and Construction Agreement) and in accordance with the building plans and specifications, commencement certificate and other requirements of the concerned authorities and for that purpose to employ/engage the services of contractors, architects, engineers, surveyors and other professionals as may be required in that behalf)
- 8 To commence, carry out and complete and/or cause to be commenced, carried out and/or completed at the ATTORNEY's costs, construction work of the Project and every part thereof in accordance with the building plans, commencement certificate and specifications and to do all such acts, deeds, matters and things as may be necessary or expedient from time to time in compliance with all rules and regulations applicable thereto.
- 9 To prepare and/or get prepared and to submit and file with all concerned authorities, government or otherwise applications for grant and/or issue of permits, quota, licenses and authorizations for importation of cement, steel and other controlled building material that may from time to time be required for the purpose of construction and erection of buildings on the Project Land and for that purpose to appear before any authority or officer to make any statement and give any particulars as from time to time be necessary and/or required to be obtained and take delivery of such building materials to which said licenses, permits, quota or authorizations may relate and to utilize the same for the purpose of development of the Project
- 10 To sign all applications, forms, papers, undertakings, instructions, authorities, terms and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any such authority and to receive back the same and issue valid receipts and to take and give oral and written statements on behalf of the EXECUTANT before any such authorities or persons whomsoever as may be required by the authorities concerned from time to time
- 11 To appoint architects, surveyors and appoint all other consultants from time to time, as may be found necessary, to carry out and/or implement any of the provisions herein contained and to substitute them or any of them and to execute appropriate writings in their favour authorizing them under delegating to them authority to obtain all necessary sanctions, approvals, no-objection and permissions for the construction and development of the Project

OWNER	DEVELOPER
	 AUTHORIZED SIGNER



12. To deal with and correspond with and make necessary applications to the concerned electric and water and other authorities and/or officer, for obtaining connections for electricity and water supply for the Project and to obtain necessary orders in pursuance thereof and to do or cause to be done all necessary acts for laying the water lines, sewerage lines, drainage lines and telephone and electric cables, to carry out the internal lay out for the development of the Project and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc., as may be required by the authorities concerned.
13. To attend to, to manage, look after, watch, examine and take care of the Project Land, Project or any part or portion thereof regularly at all reasonable time and to prevent any encroachments, trespasses and/or unauthorized construction thereon made by any person or persons or body and if any encroachments, trespasses or unauthorized constructions are already existing and/or being made heretofore and/or erected or constructed by any person or persons or body on the Project Land or any part or portion thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions and legal proceedings against the concerned person or persons or body.
14. To procure obtain such financial assistance from any financial institution/ banks/ any person by creating a charge on the Project Land, the Project and/or its receivables as security for its due repayment obligations and for development of the Project, subject to the terms and conditions stipulated in the General Agreement (Development and Construction Agreement) and to execute necessary documents in this regard and to hand over title/deeds of the said Land to such lender.
15. To apply for and obtain and receive refund of money paid and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.
16. To do all marketing, publicity and advertising activities and make advance bookings and to allow, lease, sub-lease, license, sub-license, sell, transfer and dispose off the areas/unitspaces in the Project (as defined in the General Agreement (Development and Construction Agreement)) of the Project Land as it may deem fit and proper.
17. To collect and receive from the allottees, lessees, squatters, occupants, transferees or purchasers of the areas/unitspaces in the Project, the entire allotment consideration, lease rentals, license fees, Consideration, charges or price in aforesaid and appropriate the same and also to receive and collect or demand the rent/ license fee, in case of lease/ license, and maintenance charges from the occupants and to sign and execute and/or give present and legal discharge for the receipts.
18. To sell, transfer, assign or part off with the Project Land or part thereof in terms of the General Agreement (Development and Construction Agreement) and to receive consideration therefor and to execute necessary documents in this regard and to register the same.

For Eurofield Projects Pvt. Ltd. OWNER <i>Rakesh Arora</i> Managing Director	REDFIELD ESTATE LTD. DEVELOPER <i>W. S. Singh</i>
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- (b) To execute from time to time all the agreements, deeds, documents or in any other manner in respect of the areas/units/spaces in the Project and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license and transfer deeds/agreements for sale, allotment, lease, sub-lease, license, sub-license, sale, conveyance and/or transfer of the areas/units/spaces in the Project in favour of prospective allottees/transferees, as the ATTORNEY may deem fit;
20. To appear before the concerned registrar or sub-registrar or any other authority by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings, deeds/documents for registration of sale/lease/transfer, as the case may be, of the areas/units/spaces in the Project alongwith proportionate rights in the land underpinning the Project Land in favour of the prospective allottees/transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove;
21. To give formal physical possession of the areas/units/spaces in the Project or any part thereof to the prospective allottee(s)/transferee(s);
22. To manage and maintain the Project either on its own or through any maintenance agency appointed in accordance with the General Agreement (Development and Construction Agreement) and to its such maintenance charges as may be dictated expedient by the ATTORNEY or the maintenance agency;
23. If required, to take all necessary steps for the registration of a company, society, association, etc., of the owners and other occupants of the Project registered under the applicable law and for that purpose to sign and execute all necessary forms, applications, papers and writings before the concerned authorities and to do all other acts, deeds, matters and things necessary for registration of the company, society, association and to obtain registration certificate;
24. To bear and pay all taxes, cess, charges, levies and any other outgoings payable in respect of the Project upon receipt of possession of the Project Land and to further bear and pay all taxes, cess, charges, levies and any other outgoings, including but not limited to, income tax, sales tax, service tax and value added tax, upon construction and Development of the Project Land in pursuance of the General Agreement (Development and Construction Agreement);
25. To make payments of any less-charges on behalf of the Owner of the Project Land for obtaining any Approval including any extension of the license;
26. To evict the tenant/ unauthorized occupant/ trespasser on the Project Land, to initiate and file suits or any legal proceedings in court/ tribunal of competent jurisdiction, appoint any pleader/ advocate, compromise and withdraw any proceeding/ cases and to do all acts which may be required in respect thereto;
27. To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project Land and/or the Project in all the courts, civil, revenue or criminal, and before any and all authorities, tribunals including arbitral.

Name of the Owner of the Project Land		Name of the Developer	
OWNER		DEVELOPER	
			



tribunal, government offices, department, including tax authorities, statutory authorities, corporations and all other bodies, authorities

28. To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, offices of the government, semi-government, local bodies and/or any other authority before or in connection with the above purposes.
29. To sign, verify and execute planning, written statements, counter-claims, appeals, reviews, applications, affidavits, notices and papers of every description that may be necessary to be signed, verified and executed for the purpose of any such actions, appeals and proceedings of any kind whatsoever, including action against the Respondent(s) in any court of law or equity whether of original, appellate, remonstrance or revisional jurisdiction or judicial authority established by law or authority and to do all acts and appearances and applications in any such court or courts aforesaid in any such actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or such judgments or decrees given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees as the ATTORNEY shall be advised or thinks proper.
30. To take such steps, at the cost of the EXECUTANT, as to ensure that the representations and warranties offered by the EXECUTANT are true, complete and accurate.
31. To mortgage the Project Land for obtaining finance facilities from banks, financial institutions, FII and any RSB / SEBI Approved PE / VC Fund/TIIP and fund houses including execution of necessary documents, undertakings, applications, affidavits and to deposit the original title deeds of the Project Land/Total Land in this regard as security though the title shall be on mortgage released till such date.
32. To revise the escrow arrangement and change the Escrow Agent without affecting the share of the Owner in the Gross Revenue for the purpose of obtaining funding/financial assistance in terms of the General Agreement (Development and Construction Agreement) with the consent of Escrow beneficiaries.
33. To appoint any other general/ special power of attorney and delegate all or any of the powers given under this Power of Attorney.

And generally to do any and/or all such other acts, deeds, matters and things which the ATTORNEY think necessary and expedient for the purposes mentioned above in respect of the Project and other facilities to be developed on the Project Land even if they are not covered by the aforesaid acts.

And, the EXECUTANT do hereby agrees to confirm and ratify all those acts, deeds, matters and things done and/or cause to be done by the ATTORNEY shall be construed as acts, deed, matters and things done by the EXECUTANT personally as if present and shall be binding on the EXECUTANT.

- 30 -

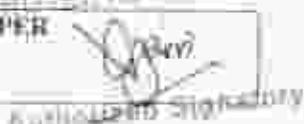
Parthasarathy & Associates Ltd.

ESTATE AGENTS LTD.

OWNER

DEVELOPER


Mr. S. Parthasarathy
Signature


Mr. S. Parthasarathy
Signature



And, the EXECUTANT and the ATTORNEY hereby agree that this Power of Attorney cannot be revoked by the EXECUTANT until execution and registration of conveyance/ sale deeds for all the units in the Project.

IN WITNESS WHEREOF, the EXECUTANT through its duly authorized representative has set forth his hands to this writing on this 27 day of April, 2016.

Signed/Surfd and Delivered
For and on behalf of the EXECUTANT
EUPHORIA SPORTS CITY PRIVATE LIMITED

Through Mr. Nepli Baum Ghosh
Authorized Signatory

Accepted by the ATTORNEY/
RISE PROJECTS PRIVATE LIMITED

Through Mr. Vaibhav Jain
Authorized Signatory

WITNESSES:

1. Nepli B. Ghosh
Mr. Nepli B. Ghosh
Euphoria Sports City
Chhatra Nathwar (P.L.)
DL No./29937/Rajkot/R

2. Kamlesh Patel
Mr. D.J. Mishra
845/550 Khajurbazar
Sec. 44, Sector 6B, Vasna
(U.P) UPI 24150 018536

The Euphoria Sports City Pvt. Ltd.		RISE PVT LTD
OWNER	DEVELOPER	
<u>Mrs. Anil Kumar</u>	<u>Mr. Vaibhav Jain</u>	

Deed Related Detail

Deed Name	GENERAL AGREEMENT	GENERAL AGREEMENT
Land Detail		
Tehsil/Sub Tehsil/Sub Registrar		
Village/City	Chandni Chowk	Building Type
Block (Segment)	Chandni Chowk	
Property Type	Residential	
Property Address	House No.: _____ Road No.: _____ Chandni Chowk	
Area of Property	526.540.0 Sq Meter	0.00
Money Related Detail		
Consideration Value 0.00 Rupees	Stamp Duty Paid 0.000.00 Rupees	
Value of Registration Fee 0.000.00	Postage Fee 0.000 Rupees	
Transfer Duty 0 Rupees	Government Duty 0.00 Rupees	

The document of GENERAL AGREEMENT

GENERAL AGREEMENT

Presented by: Shri/Smt.

I am the owner of the Land from Suresh Kumar
Bhatia

Sonam Bhattacharya

Smt. Wm

Rm

Suresh Kumar Bhatia Sonam Bhattacharya

In the office of the Sub Registrar, Delhi on 27/04/2016 12:19:11

Day/ Month/ Year

between the hours of

Signature of Presentor

Execution admitted by the said Shri./Ms.

Bhupinder Singh, City P.O. Dilli Bhawan Bhatia Bhandar

and Shri./Ms.

Rita Prateek Patil and me Suresh Kumar

Who are identified by Smt. Sonam Bhattacharya Smt. Wm Devi Rakesh Bhattacharya Kishore Gopal Bhattacharya Mitali

and Shri. Bhupinder Singh S/o Dilli Bhandar S/o B-165/3 SJ Block 14 Noida U.P. India 201304

(Married Witness), Witness No. II, known to me.

Comments or observations explained to the parties who understand the conditions and admit them in writing.

Certified that the left or Right side of the same may be true rough impression of the document has been affixed in my presence

Registrar/Sub Registrar:

Sub Registrar I

Delhi/New Delhi

Date



Schedule I

DETAILS OF THE PROJECT LAND

Land having FAR below and such additional FAR purchasable with respect to the same on land parcel admeasuring 1,52,000 Sq. Meters as highlighted in the attached map and forming part of the Total Land

Particulars	FAR (in Lakhs Sq Ft.)
Gated Villa	4.29
Plots/ Stand Villa	2.29
Sec II Residential	2.00

(Map attached)

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Ramchandraji Patel

CONCERN PROJECTS PVT. LTD.

OWNER

DEVELOPER







SCHEDULE V
Format of SPA

POWER OF ATTORNEY (SPECIAL)

BE IT KNOWN TO ALL MEN whom it may concern that we
Ephorus Sports City Private Limited, a company duly incorporated and existing under the
provisions of the Companies Act, 1956 of India, having its registered office at S-406, Lower
Ground Floor, Greater Kailash-II, New Delhi-110048 do hereby nominate, constitute, appoint,
empower and authorize **RISE PROJECTS PRIVATE LIMITED**, a company duly registered
under the provisions of the Companies Act, 1956 and having its registered office at Lower
Ground Floor, 195, Ram Vihar, Delhi-110092, and/or its nominees under Mr. Rachit Sharma,
S/o Mr. M C Sharma, R/o 195, Ram Vihar, Delhi-110092 thereafter referred to as the
"ATTORNEY", which expression shall wherever the context permits, mean and include its
successors and permitted assigns) hereinafter called as Attorney to do the following:

IN RESPECT OF

WHEREAS the Executant is the sole lawful owner in possession of land admeasuring 12,000
Sq. Meters forming part of SC-II, Sports City, Adjoining Tech Zone-IV of Greater Noida,
Greater Noida.

Our said Attorney shall be entitled to do all and(s) deed(s) and things which are necessary for
the execution the loan documents involving perspective buyers with various banks.

All acts lawfully done by the said attorney by virtue of these presents shall be deemed to have
been ratified by us.

IN WITNESS WHEREOF, the EXECUTANT through its duly authorized representative
has set forth its hands to this writing on this 27th day of August, 2016.

Place: New Delhi

WITNESSES

1. Rahul Singh Chauhan
2. Rakesh Kapoor
3. Karanvir Singh Gill
4. Mintu Singh
Dated: 10/01/2017

EXECUTANT

(Signature) Karanvir Singh Gill

1. D. S. Misra
2. B-468/S-5B Kailash Colony
3. 9499999999 AB-100000 (V)
4. 4816 2015 0018 596

OWNER	DEVELOPER
<u>Mr. Karanvir Singh Gill</u> Authorised Signatory	<u>Rakesh Kapoor</u> Authorised Signatory

Reg. No.
1256

Reg. Year
2016-2017

Book No:
4



Sub Party



Third Party



Witness

1st Party

Kapil Dev Sports City Pvt Ltd (aka. Nepal High Court)

2nd Party

Rishabh Pratap Singh Vaishnav (aka.)

Witness

Sub Registrar, Central Registry, New Delhi

Certificate (Section 60)

Registration No. 1256 in Book No. 4 Vol No. 3,444
on page 1 to 11 on this date 30/04/2016 19:01:03
and the above impression has/have been taken in my presence

day Saturday

Date 30/04/2016 19:06:14

Sub Registrar
Sub Registrar I
New Delhi/Delhi

