

ADDITIONAL SETTLEMENT AGREEMENT

This Settlement Agreement along-with its enclosures is made and executed on the _____ day of December 2020, at New Delhi.

BETWEEN:

POLICE OFFICERS MULTI STATE CO-OPERATIVE HOUSING SOCIETY LIMITED, having its office at Office Complex, PTS, Malviya Nagar, New Delhi-110017, through its Secretary Sh. Kuldeep Singh Dabas, duly authorized to sign and execute this agreement vide Authority letter dated _____(hereinafter referred to as the “**Society**”), which expression shall unless repugnant to law or expressly excluded by the context mean and include all successors, legal representatives and assigns and administrators) of the First Part;

AND

- (1) **M/s. INDIABULLS ESTATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, through its authorized signatory _____;

- (2) **M/s NILGIRI DEVELOPMENT LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi -110001, through its authorized signatory _____;

- (3) **M/s INDIABULLS INFRASTRUCTURE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, through its authorized signatory _____;

- (4) **M/s NILGIRI INFRASTRUCTURE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, through its authorized signatory _____;
- (5) **M/s INDIABULLS ENGINEERING LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001 through its authorized signatory _____;
- (6) **M/s INDIABULLS LAND HOLDINGS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi-110001, through its authorized signatory _____;
- (7) **M/s INDIABULLS COMMERCIAL ESTATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi -110001, through its authorized signatory _____;
- (8) **M/s NILGIRI LANDS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi -110001, through its authorized signatory _____;
- (9) **NILGIRI AND HOLDING LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, and having its registered office at M-62 & 63, First Floor, Connaught Place, New Delhi -110001, through its authorized signatory _____;

(Hereinafter collectively referred to as “**Owners**”), which expression shall, unless repugnant to law or expressly excluded by the context mean and include their successors, legal representatives, and assigns and administrators)of the Second Part.

The terms “**Society**” and “**Owners**” are collectively referred to as the Parties.

WHEREAS an Agreement dated 03.11.2010 was entered into between the Society and the Owners for purchase of residential plots for its 321 members in the project developed by the Owners in Sectors 26, 26-A, 33, 34, Sonapat, Haryana, known as “IB City”(“**Project**”).

AND WHEREAS as per the aforesaid Agreement, each member of the Society have executed separate Plot Buyers’ Agreements for allotment of their plot in the said project.

AND WHEREAS out of 321 members, allotment made in favour of 3 members has already been cancelled, therefore, the active allotment(s) in the said Project is 318, as on date. The list of 318 Plot Owners is enclosed herewith as **ENCLOSURE-A**, which forms integral part & parcel of this agreement.

AND WHEREAS there were various disputes between the Society and the owners, which, inter-alia, resulted in the filing of Consumer Complaint No.555 of 2015 before the Hon’ble National Consumer Disputes Redressal Commission, New Delhi (“NCDRC”).

AND WHEREAS the matter is still pending adjudication in the Hon’ble NCDRC, and the plots are lying vacant, which doesn’t serve the purpose of the Owners and Society/its members. As such, the Owners and the Society, for & on behalf of all its members have to mutually decide to amicably settle all its disputes, issues, to bring an end to a protracted litigation by taking the peaceful possession of respective plots, after making payment of the agreed dues of all its members.

AND WHEREAS the Society and the Owners, have entered into an Agreement dated _____ whereby they have settled their inter-se disputes qua which the Parties have been litigating before the Hon'ble NCDRC.

AND WHEREAS besides the issues covered in the aforesaid Agreement dated 21.09.2020 the Society and its members had certain further concerns inter alia about the repairs and maintenance of internal roads, pruning and maintenance of trees, parks and shrubs, provision of free office space to the Society, provision of water, electricity etc. The Parties after thorough deliberations have arrived an understanding qua such issues, which understanding is being recorded by the Parties in the form of this Agreement.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein the parties have agreed as follows: -

1. That the Owners have undertaken that before handing over the possession of the respective Plots to the members of the Society in terms of the Agreement dated 21.09.2020 the Owners shall at their own cost i.e. without charging the members of the Society any further amounts other than the amounts that have been specifically agreed to be paid by the Society and its members in terms of the Agreement dated 21.09.2020 carry out the following activities:
 - a. The Owners shall repair and re-carpet the internal roads of the Township so that the roads leading to the Plots of the individual members of the Society are smooth, navigable and in good condition.
 - b. The Owners shall wherever necessary get the internal parks and service roads cleaned, the trees, bushes, shrubs and grass pruned so that the parks and service roads are in a ready to use and good condition.
 - c. The Owners would also ensure that the street lights are functional and there is ready supply of potable water and electricity to every Plot so that the respective Plot owner can forthwith start using his respective plot. The Owners shall be obligated to supply sufficient quantity of POTABLE water. After due deliberations the Owners have agreed to supply water from

06.00 hrs. to 10.00 hrs., 12.00 to 14.00 hrs. and from 18.00 to 21.00 hrs.
on a daily basis.

2. The Owners shall provide to the Society adequate office space for RWA office within the Owner's present marketing/site office free of charge and future rentals. This would be beneficial to both the parties to co-ordinate.
3. The Owners shall be obligated to maintain the internal amenities and infrastructure within the township as per DTCP norms and till such time the maintenance of the same is taken over by the local municipality/HUDA.
4. The Society/its members undertake and confirm that the present settlement and its terms shall be kept confidential and shall not be relied on and/or divulged or disclosed with any third party. The Society, for itself as well as on behalf of its members, further confirms that the present settlement and its terms shall not be treated as a precedent in any manner whatsoever.
5. That both parties have read and understood the meaning and scope of the terms of settlement and undertake to comply and give effect to the terms of the present Settlement Agreement with utmost sincerity.
6. That this Agreement constitute the entire additional agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior oral or written agreements, commitments or understanding with respect to the matters provided for herein.
7. That this additional Agreement is solely for the benefit of the Parties hereto, and shall inure to the benefit of the Parties and their respective executors, administrators, personal representatives, heirs, successors and assigns.
8. That the parties have obtained independent legal advice and opinion from competent professionals, consultants and lawyers, and have read and

understood the entire contents of the additional Agreement and other related documents and are fully aware of the meaning and effect of this Agreement.

IN WITNESS WHEREOF, THE PARTIES TO THE PRESENT SETTLEMENT AGREEMENT ALONG WITH ITS ENCLOSURES HAVE SIGNED THIS AGREEMENT, IN THE PRESENCE OF:

WITNESSES: -

Police Officers Multi State Co-Operative H. Society Limited

1.

(Through its Secretary)

2.

(SOCIETY)

(1) M/s. Indiabulls Estate Limited(2)

M/s Nilgiri Development Limited

(3) M/s Indiabulls Infrastructure Limited

(4) M/s Nilgiri Infrastructure Limited

(5) M/s Indiabulls Engineering Limited

(6) M/s Indiabulls Land Holdings Limited

(7) M/s Indiabulls Commercial Estate Limited

(8) M/s Nilgiri Lands Limited

(9) Nilgiri and Holding Limited

(Through its Authorised Signatory)

(OWNERS)