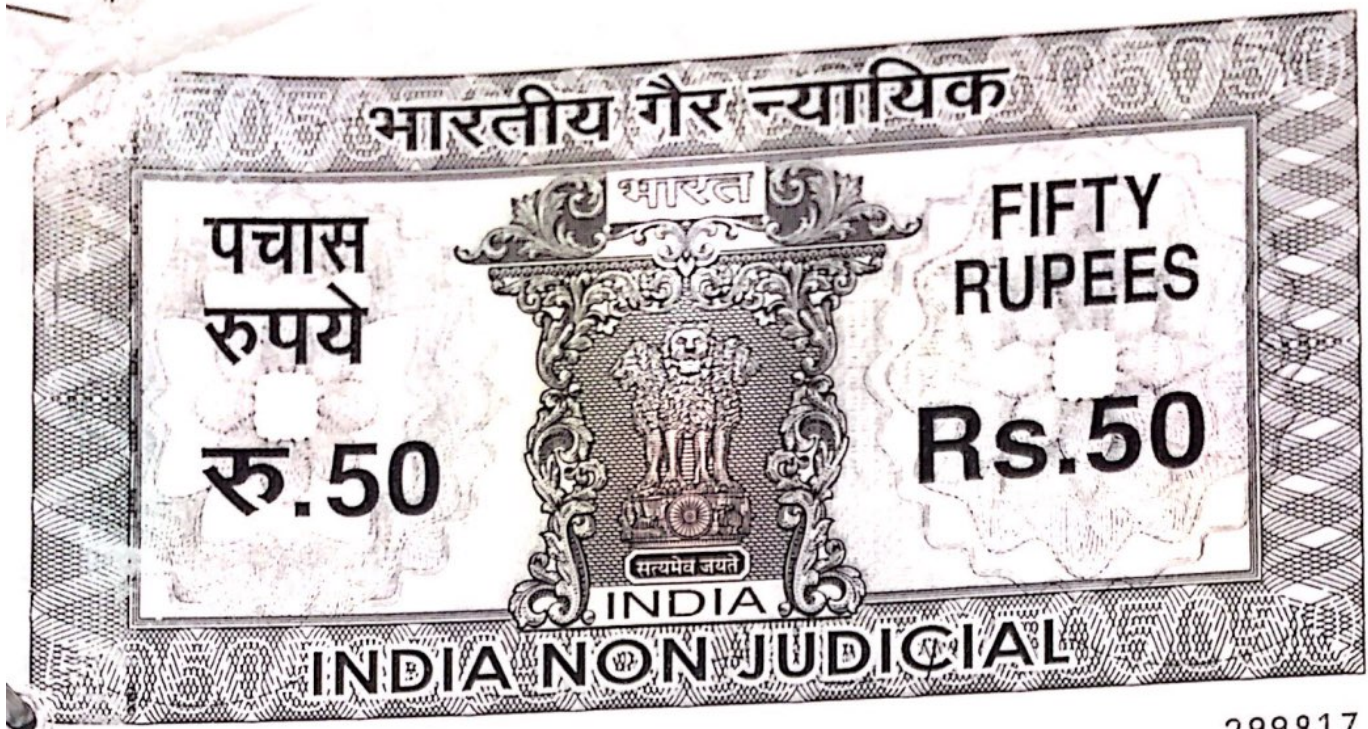




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हरियाणा HARYANA

AGREEMENT

This AGREEMENT is made on this 10th day of March, 2008 at New Delhi between M/s Ferrous Infrastructure Pvt. Limited, (FI), a company incorporated under the Companies Act, 1956 having its Registered Office at R-13, IIIrd Floor, G.K. I, New Delhi - 110048, hereinafter referred to as the "FIRST PARTY", represented through its Director Sh. S.K. Seth, R/o Seth Farms, Ghitorni, Mehrauli Gurgaon Road, New Delhi (which expression shall unless repugnant to context hereof mean and include its successors, assigns, administrators and all those claiming through them).

AND

M/s ZION Promoters & Developers Pvt. Limited, a company incorporated under the Companies Act, 1956 having its registered office at 128, mohumadpur, R.K. Puram, New Delhi - 110066 and corporate office situated at K-108, Hotel Hill view (Atrium), Suraj Kund Road, Faridabad, Haryana hereinafter referred to as the "SECOND PARTY" represented through its

For FERROUS INFRASTRUCTURE PVT. LTD.

Authorised Signatory

For Zion Promoters & Developers Pvt. Ltd.

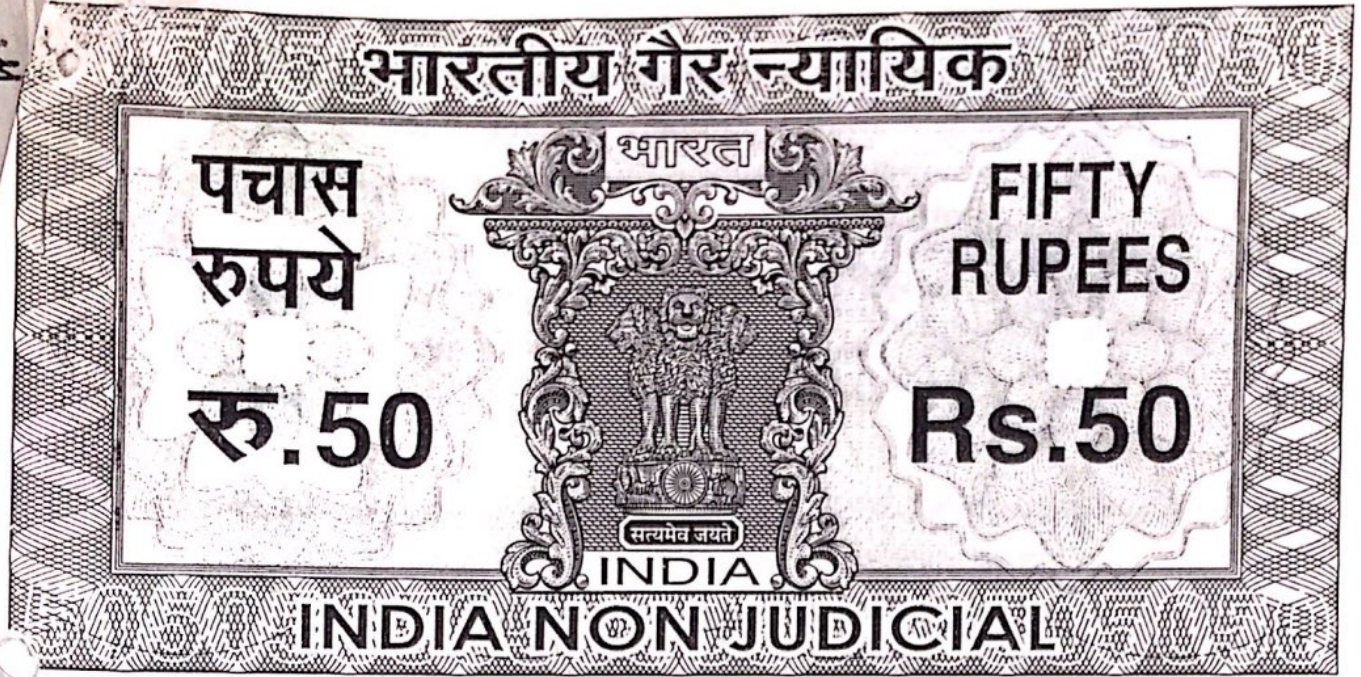
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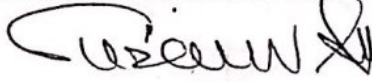
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Director Mr. Narender Hooda (which expression shall unless repugnant to context hereof mean and include its successors, assigns and administrators and all those claiming through them).

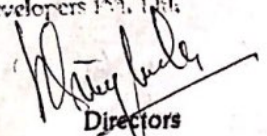
WHEREAS the First Party has purchased FSI rights equivalent to 1128204 sq. ft. in lands in the Sector 89, Village Tikawali, Tehsil & District Faridabad (Haryana) (hereinafter referred to as the "said lands") with a view to set up and develop thereon an integrated Group Housing to be known as "FERROUS CITY PROJECT" which has been approved by competent authorities/Haryana country and Town Planning vide Memo No.5DP-(IV)/2006/26421 dated 16th October, 2006 and License No.34, 35 & 36 dated 23rd January, 2007.

AND WHEREAS the said "Group Housing" means a Township being proposed to be developed on a land procured by the first party by having FSI Rights in said lands for

For FERROUS INFRASTRUCTURE PVT. LTD


Authorised Signatory

For Zion Promoters & Developers P.L.L.

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DISTT. COURT, MARGAOR
S. No. 30633
Sig. 03/06/2
Date.

which "Licenses" has been granted by the Haryana Authorities. The said Township shall be constructed by the 'FERROUS' after due approval of Zoning, Map Approvals, payment of Statutory liability etc to/by the Haryana Authorities.

AND WHEREAS the said township is to be developed in accordance with the terms and conditions of the license issued by Haryana Authority/State government of Haryana/Haryana Country and Town Planning.

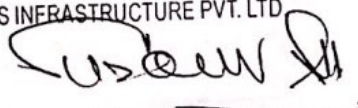
AND WHEREAS the Second Party has agreed to purchase and acquire from the first party and the first party has agreed to sell, transfer and assigns its right and interest in respect of 228690 sq. ft. (Two lacs Twenty Eight Thousand Six Hundred Ninety Sq. Ft) of FSI (inclusive of FSI area proportionately to EWS/Club area) for a total sale consideration of Rs.16,46,56,800/- (Rupees sixteen crore forty six lacs fifty six thousand eight hundred only) @ of Rs.720/- per sq. ft. on the terms and conditions hereafter set out.

The EWS area shall be constructed by the First Party and The cost of construction equivalent to proportionate area of EWS section of the second party shall be recovered as per the estimate submitted by the Architect duly approved by the second party.

AND WHEREAS the first party is fully entitle and authorize to develop itself or to deal with the project in any manner whatsoever including sale of built up units and/or sale of FSI in the said proposed township.

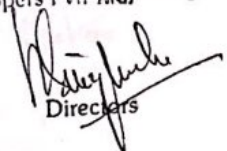
AND WHEREAS the second party has conducted its Due Diligence and has satisfied itself with respect to title of the first party and based on its Due Diligence has approached the first party to purchase and acquire first party's right, title and interest in respect of 228690 sq. ft FSI (hereinafter referred to as the "said FSI") out of the total FSI of the First Party on marked in Annexure-A in colour Red identified as Tower No. "P", "Q" & "R" for a total consideration of Rs.16,46,56,800/-.

For FERROUS INFRASTRUCTURE PVT. LTD


Authorized Signatory

For Zion Promoters & Developers Pvt. Ltd,

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Directors

AND WHEREAS the parties are aware that the said FSI is only for residential purposes (general public, EWS units).

AND WHEREAS the present Agreement is being executed on the following terms and conditions:

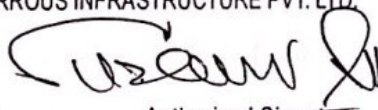
NOW THIS AGREEMENT WITNESSETHS AS UNDER:

- 1) That the recitals and Annexures to this Agreement shall form an integral part of this Agreement.
- 2) Rules of interpretation:

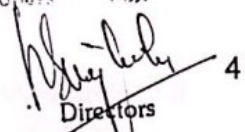
In this Agreement, unless the context otherwise requires :

- a. words denoting the singular number shall include the plural and vice versa;
- b. words denoting any gender shall include all genders;
- c. words denoting persons shall include bodies of persons and corporations and vice versa;
- d. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- e. References to any Party shall include the party's successors and permitted assigns;

For FERROUS INFRASTRUCTURE PVT. LTD.

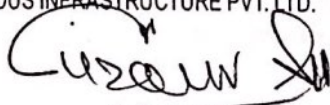

Authorized Signatory

For Zion Promoters & Developers (Pvt.) Ltd.


Directors 4

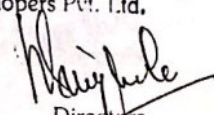
- f. References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
 - g. Documents executed pursuant to this Agreement – form part of this Agreement;
 - h. Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
 - i. Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
 - j. If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.
- 3) That the first party hereby agrees to grant, convey and transfer to the second party all its rights, title and interest in the construction and sale of the said FSI of 228690 sq. ft limited to be constructed identified as Tower No. "P", "Q" & "R" (more specifically shown in colour 'Red' in Annexure-A) for a total consideration of Rs.16,46,56,800/- to be paid to the first party in accordance with this Agreement.
- 4) That the consideration herein agreed shall be deemed to be inclusive of all charges payable/paid upto the date of execution of this Agreement such as External Development Charges and/or Internal Development Charges and/or Infrastructure Charges, however, it is hereby agreed that any change or any additional levy in respect of the said project and/or the said FSI including but not

For FERROUS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

For Zion Promoters & Developers Pvt. Ltd.

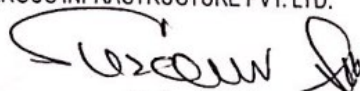
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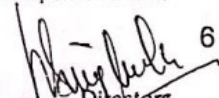
limited to increase in the rates of External Development Charges, Internal Development Charges and/or Infrastructure Charges or any other statutory liability, levy or charge imposed by the Governmental authorities and the same shall be payable by the second party in proportion to the said FSI being purchased by it.

- 5) That it has been agreed between the parties that the First Party shall be undertaking construction of a club, which club shall be for the use of the prospective buyers. The second party and/or its prospective buyers shall have the option to apply for membership of the said club as and when opened for membership by the first party. Each member may opt to become a member by paying of a unit out of the area of the second party membership fee of Rs.50,000/- per member. All the terms and conditions of the club shall be finalized by the First Party and shall be binding on the Second Party and its prospective purchasers including any change in the membership pattern and/or membership fee. In case the prospective buyers of the Second Party fails to pay the annual charges of the club (if any), they would not be entitled to membership and their membership shall be liable to be stuck off. The prospective buyers allottee of the Second Party and/or the Second Party shall have no right to be a member of the club proposed to be constructed by the second party unless the membership fee is paid by the Second Party in accordance with the then prevailing rules. In case the membership of the club is limited in number then same shall be sold on 'first come first serve' basis and in case any allottee

For FERROUS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

For Zion Promoters & Developers Pvt. Ltd.


Directors 6

and/or the Second Party applies for membership after the vacancies are already filled in then even on payment they would not be entitled to membership.

6) That the Second Party shall be required to construct covered parking which covered parking shall be constructed by it only under the stilts to be constructed on the area earmarked for construction under this Agreement and no portion other than the area so earmarked can be used for the said purpose. In case the Second party wants additional open or covered car parking in any space available belonging to the first party then same can be purchased / allotted at an additional payment of Rs.1,50,000/- per car parking for the covered car parking and Rs. 75,000/- per car parking for the open car parking if available. The first party has the full right to allot or not to allot the additional car parking in the area of first party.

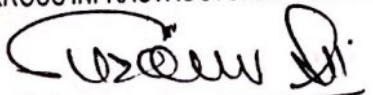
7) That the Second Party shall be required to pay proportionate charges with regard to landscaping, STP plants, water plants, transformers, electrical lines and other external development to be undertaken by the First party.

8) That the agreed consideration of Rs.16,46,56,800/- shall be paid / payable in the following manner by the Second Party to the First Party:

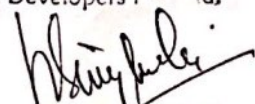
8.1 a) A sum of Rs.7,50,00,000/- (Rupees Seven crores Fifty Lakhs only) of the total consideration of F.S.I. amount has been paid along with the execution of this agreement

b) A sum of Rs.2,00,00,000/- (Rupees two crores only) of the total consideration shall be paid by the 31st March,2008.

For FERROUS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

For Zion Promoters & Developers Pvt. Ltd.


Directors

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c) A sum of Rs.2,50,00,000/- (Rupees two crores fifty lakhs only) of the total consideration shall be paid by the 30th April, 2008.

d) A sum of Rs.2,50,00,000/- (Rupees two crores fifty lakhs only) of the total consideration shall be paid by the 31st May, 2008.

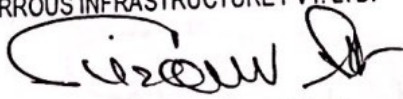
e) A sum of Rs.1,96,56,800/- (Rupees One Crore Ninty six Lacs Fifty Six Thousand Eight hundred only) of the total consideration shall be paid by the 30th June, 2008.

8.2 That the Second Party has represented to the First Party that the post dated cheques given under this Agreement shall be honoured on presentation and shall not be dishonoured for any reason whatsoever and the Second Party on the relevant dates shall maintain requisite balance in the bank account which balance shall not be disturbed till such time the cheque of the First Party is cleared and the bank account shall at all times be kept valid and open.

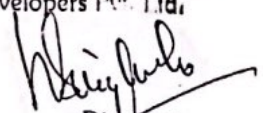
8.3 That the Second Party has issued 12 (twelve) post dates cheques to the First Party as detailed hereunder towards the payment of their balance consideration :-

S.No.	Cheque No.	Cheque Date	Amount (Rs.)
1	076801	12-03-08	7,500,000.00
2	076802	22-03-08	5,000,000.00
3	076803	30-03-08	7,500,000.00
4	076804	12-04-08	5,000,000.00
5	076805	22-04-08	10,000,000.00
6	076806	30-04-08	10,000,000.00
7	076807	12-05-08	5,000,000.00
8	076808	22-05-08	10,000,000.00

For FERROUS INFRASTRUCTURE PVT. LTD.


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For Zion Promoters & Developers Pvt. Ltd.

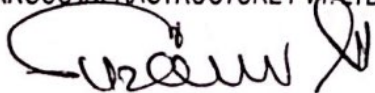

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9	076809	30-05-08	10,000,000.00
10	076810	12-06-08	5,000,000.00
11	076811	22-06-08	5,000,000.00
12	076812	30-06-08	9,656,800.00
		TOTAL	89,656,800.00
	All cheques Drawn on Bank Of India, Faridabad SSI Branch, 14/4, Mathura Road, Faridabad		

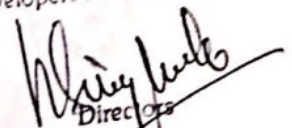
8.4 That in case any of the cheques handed over under this Agreement by the Second Party to First Party is dishonoured for any reason whatsoever, then the First Party shall have the option either to cancel the Agreement and forfeit the monies paid to it till then. In case the First Party opts to cancel the Agreement then it shall issue a letter in writing informing the Second Party that it has cancelled the Agreement and the said FSI/construction/development undertaken by the Second Party under this Agreement or otherwise shall be deemed to vest in the First Party leaving the Second Party no right, title or interest in the said FSI and/or the said construction/development undertaken by it. The Second Party shall be required to remove itself along with all its agents, servants and contractors from the site and the First Party shall be fully entitled to seek an injunction restraining the Second Party and its employees, agents, contractors, workers from entering the site any further. The First Party shall also be fully entitled to close the gates, roads leading to the site and the entire material kept at site shall also belong and vest into the First Party.

- 9) The Second Party shall not be authorized to contend or raise any objection to the above including the objection to the fact that it may have as on the date of default made substantial payment. The First Party in the alternative shall be authorized

For FERROUS INFRASTRUCTURE PVT. LTD.


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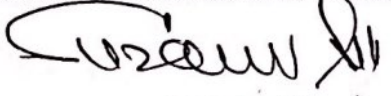
For Zion Promoters & Developers P. Ltd. 9


Director

to impose penalty in the following manner in case it opts not to cancel the present Agreement and takeover the site/said FSI and/or the proposed construction, development on the said FSI. The penalty for first default shall tantamount to an increase in the rate of sale price of the said FSI from Rs.720/- per sq. ft to Rs.820/- per sq. ft. thereby increasing the consideration payable under this agreement for Rs. 16,46,56,800/- to Rs. 18,75,25,800/- provided further that the said amount of increase in the rate of FSI along with the entire balance payment payable to the first party by the second party under this Agreement is cleared within a period of 45 days of the first party opting to take action under this clause and in case, the said default continues beyond 45 days then for each day's default an additional levy of Rs.5/- per sq. ft of the said FSI of 228690 sq. ft. shall be payable by the Second Party to the First Party. During this period i.e. from the date when the default has occurred till the time the payment is paid by the Second Party to the First Party, the Second Party shall not be entitled to enter project site and shall be further required to remove all its employees, workers and agents till such time they have cleared all outstanding payments along with the agreed penalty herein above.

- 10) That under no circumstances the First Party shall be called upon to prove any losses suffered by it and the above agreed penalty shall be deemed to be final and acceptable at all times.
- 11) That at any point of time after the First Party has opted to impose or levy of penalty and after expiry of initial 45 days if on the relevant date the Second Party has yet not cleared its dues the First Party may after giving a further notice of 2 days in writing change its option and opt for the first option whereby it may cancel the Agreement and take over the entire project in terms of the clause (8.4).
- 12) Provided further that at the time when the First Party opts for cancelling the Agreement and taking over the said FSI along with all constructions undertaken

For FERROUS INFRASTRUCTURE PVT. LTD.


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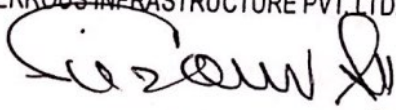
For Zion Promoters & Developers Pvt. Ltd. 10


Directors

by the second party till that date the First Party shall not be required to honour any Agreement including but not limited to Agreement with prospective buyers and/or construction company and/or architect and/or banks with regard to construction development and sale of the said FSI and this shall be clearly informed by the Second Party at the time when it enters into any Agreement with any such party.

- 13) It is further agreed between the parties hereto that the Second Party shall not be entitled to undertake sales of constructed flats in respect of FSI equivalent to the outstanding value of the monies payable by the Second Party to the First Party when calculated at Rs.600 per sq. ft. i.e. to say that as on the date of execution of the Agreement there being an outstanding amount of Rs.8,96,56,800/- and thereby an area of 149428 sq. ft. calculated at Rs.600/- per sq. ft. would be kept lien free and on each payment honoured by the Second Party, the area shall keep decreasing and the Second Party shall be entitled to undertake sale in respect of the additional area.
- 14) That the First Party shall execute and register a power of attorney authorizing the Second Party to undertake construction, marketing, sale etc. on the said FSI being sold by the First Party to the Second Party under this Agreement. However, it is agreed between the parties that no Sale Deed/conveyance deed in respect of the said FSI shall be executed by the Second Party till such time entire payments of the First Party with or without penalty as the case may be, have been cleared by the Second Party. In case the Second Party defaults and the First Party cancels the present agreement and takes over the said FSI as stated herein above, then the Power of Attorney shall also be deemed to have been

For FERROUS INFRASTRUCTURE PVT. LTD.


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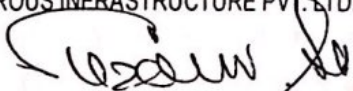
For Zion Promoters & Developers Pvt. Ltd. 11


Directors

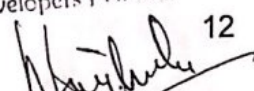
revoked simultaneously irrespective of the Second Party issuing any notice in writing.

- 15) That the Second Party shall be required to undertake and complete the construction with regard to said FSI with a time frame of 24 months from the date of execution of this Agreement and in case the Second Party fails to commence construction activity within 2 months and/or fails to complete the construction within 24 months from the date of this Agreement then the Second Party shall be required to compensate the First Party an amount equivalent to 150% of the penalty amount levied by the governmental authority and in case the Second Party fails to pay the penalty amount then the First Party shall further be entitled to terminate this Agreement and consequences as stated and agreed herein above for cancellation of Agreement shall be followed.
- 16) That the Second Party shall be bound by all terms and conditions of the license and in case it breaches any term and condition the Second Party shall be liable to compensate the First Party with such amount as may be determined by the First Party.
- 17) That the Second Party shall be bound to undertake construction rising up to maximum of 20 floors or as permitted by law and while undertaking construction they shall ensure that no additional construction other than the permitted said FSI is undertaken by them and in case any construction is undertaken by them which is in addition to said FSI then such construction shall be liable to be demolished by the First Party without any demur or protest from the Second Party and/or an area twice the area of additional construction starting from the ground floor shall

For FERROUS INFRASTRUCTURE PVT. LTD.


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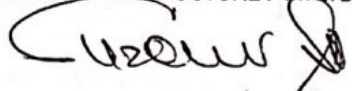
For Zion Promoters & Developers Pvt. Ltd.


Director 12

be liable to be taken over by the First Party at no cost payable by the First Party to the Second Party. The choice shall also be of the First Party.

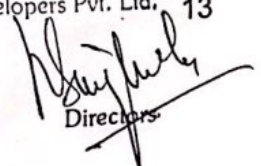
- 18) That the ambience of the entire project shall be maintained by the Second Party in accordance with the construction being undertaken by the First Party around the area earmarked for construction of FSI by the Second Party.
- 19) There shall be no breach and in case of any breach same shall be rectified by the Second Party at its cost.
- 20) That the Second Party hereby indemnifies the First Party and shall keep the First Party indemnified in respect of all its obligations under this Agreement at all times.
- 21) That in case there are any charges imposed or payable in respect of the development of the entire project then a proportionate amount equivalent to the said FSI shall be payable by the Second Party for which the First Party shall raise a demand in writing giving relevant particulars thereof and within 15 days of receipt of such demand the Second Party shall be liable to discharge its liabilities.
- 22) That the maintenance charges for the entire township and/or the entire areas of the FSI of the First Party out of which the said FSI is sold to the Second Party shall be charged by the First Party or its nominated agency and same shall be payable at all times by the Second Party and the prospective buyers for the construction of the said FSI.
- 23) That all notices or other communications to be given under this agreement to any Party shall be given at the address first above mentioned and shall be made

For FERROUS INFRASTRUCTURE PVT. LTD.



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For Zion Promoters & Developers Pvt. Ltd. 13

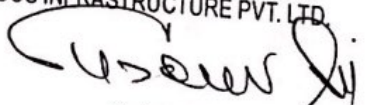


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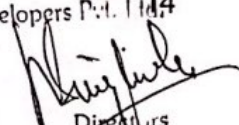
in writing and sent by letter or facsimile transmission (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission, provided that the sender has received a receipt indicating proper transmission) or three (3) Business Days after being dispatched by courier or seven (7) Business Days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such party at its address or facsimile number as such party may hereafter specify for such purpose to the others by notice in writing.

- 24) The building elevation, external colour, scheme, landscaping and other exteriors shall be as per the approved drawings and as controlled by the First Party. However, it shall be sole responsibility of the second party to engage, prepare and make payments for architectural, structural services and other consultants which may be required for the construction of its portion of FSI.
- 25) All services like sewer, storm water, electrical, water etc. shall be provided upto the boundary of said FSI Area agreed to be sold by the first party and further distribution shall be done by the second party at his own cost. The cost for connection from the Development Authority, if any, shall be paid by the second party.
- 26) The expenses towards stamp duty and registration charges payable on the agreement/MOU/or any other document executed and charges for transfer of the said FSI in the name of the second party shall be paid and borne by the second party alone and the first party shall not be liable to pay any part thereof.

For FERROUS INFRASTRUCTURE PVT. LTD.

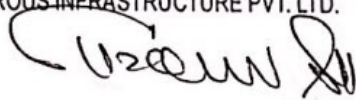

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For Zion Promoters & Developers Pvt. Ltd. 14

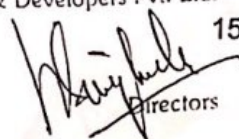

Directors

- 27) The term "area"/FSI for sale in this Agreement means the covered area for residential use only.
- 28) That this Agreement records inter se obligations agreed among the parties and the rights, duties and obligations of the parties shall at all times be governed by this Agreement.
- 29) The failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 30) If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.
- 31) No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.
- 32) **FORCE MAJEURE**

For FERROUS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

For Zion Promoters & Developers Pvt. Ltd.


Directors

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Non-performance by either of the parties of any obligation or condition required by this Agreement to be performed shall be excused during the time and to the extent that such performance is prevented, wholly or in part, by an event of Force Majeure:

1. any Party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed shall notify the other Party as soon as possible specifying :

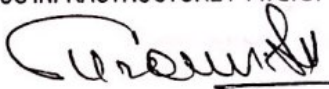
- i. the cause and extent of such non-performance;
- ii. the date of commencement thereof; and
- iii. the means proposed to be adopted to remedy or abate the Force Majeure.

2. That in case for any reason whatsoever the concerned authority does not extend the period of the licenses on the occurrence of the force majeure event then the time limits mentioned in the present agreement shall not be stopped due to the said force majeure event and the Second party shall be required to fulfill its obligation within the given time limit including force majeure period and any default thereof shall be solely of the Second party.

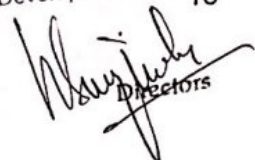
3. Any Party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this Agreement to be performed -

- i. shall use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible (provided however that neither Party shall by virtue of this Clause, be required against the will of such Party to terminate or settle any strike, lockout or other labour dispute).

For FERROUS INFRASTRUCTURE PVT. LTD.


Authorised Signatory

For Zion Promoters & Development Pvt. Ltd. 16

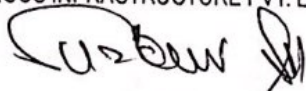

Directors

- ii. shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to an extent which permits resumption of such performance; and
- iii. shall notify the other Party when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur.

The second party shall not be entitled to stop or delay payment to the first party irrespective of there is any force majeure or not.

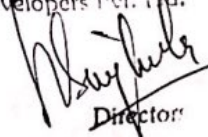
- 33 That the present Agreement is being executed in duplicate and each of the parties shall retain a copy as original.
- 34 That the Second Party shall be entitled to launch/sell/book/allot or lease the salable areas, however, subject to the terms of this Agreement.
- 35 That the Second Party shall be entitled to undertake construction as per the plans got approved by the First Party only.
- 36 That all costs, stamp duty and registration charges and/or any other charges leviable in respect of the present Agreement and/or the said power of attorney and/or the sale of the constructed flats on the said FSI to the prospective buyers shall be undertaken and payable by the Second Party.
- 37 That the Second Party at no point of time shall be entitled to assign its rights or benefits to any third party in respect of this Agreement.

For FERROUS INFRASTRUCTURE PVT. LTD.



Authorized Signatory

For Zion Promoters & Developers Pvt. Ltd.

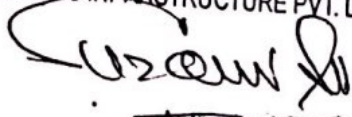


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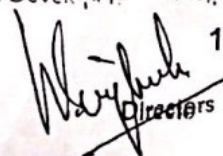
17

- 38 That the parties doth hereby agree that the second party shall obtain written permission from the First Party for undertaking any revision and sanction plans, regulations, approvals etc.
- 39 That the first party has not sold land to the Second party with regard to the said area and the land falling underneath other than so as stated in this Agreement.
- 40 That it has further agreed between the parties that the title of the proportionate undivided interest in the land underneath the apartments to be constructed under the said area shall be transferred in favour of the flat buyers only upon the completion of the apartment building and on compliance of all the obligations of the second Party in this Agreement.
- 41 In the event of any dispute whatsoever arising between the parties in any way connected with this deal, the first party shall refer the same to sole arbitration of a person to be appointed by the Managing Director of the first party and the decision of the arbitration shall be final and binding on both parties. The arbitration proceedings shall always be held in the city of New Delhi, India. The Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Delhi and the Courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and concerning this allotment.
- 42 Each party shall bear and pay the professional fees of their respective solicitors and advocates and brokerage of the respective brokers.

For FERROUS INFRASTRUCTURE PVT. LTD.


Authorized Signatory

For Zion Promoters & Developers Pvt. Ltd.

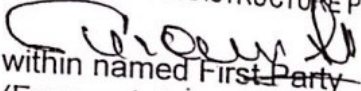

Directors 18

43 All disputes pertaining to this Agreement shall be subject to the jurisdiction of Courts at New Delhi.

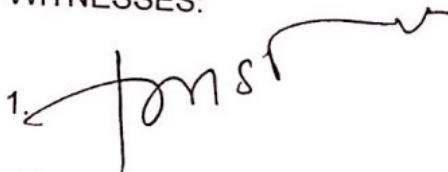
44 That the first party has agreed to give all cooperation to second party to secure housing loans for their individual customers by providing all types of documents as per the law and as per the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereof have subscribed their hands to this writing on the day, month and the year first above written.

Signed and delivered by the

For FERROUS INFRASTRUCTURE PVT. LTD.

within named First Party
(Ferrous Infrastructure Pvt. Ltd.)

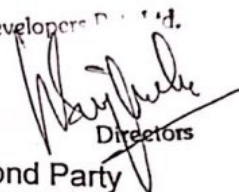
WITNESSES:

1. 

(KULDEEP SINGH)
S/o SH. RAMCHANDER
FLAT NO. 305 PLOT NO 47
Sec-56 Gurgaon.

Signed and delivered by the

For Zion Promoters & Developers Pvt. Ltd.


Directors

within named Second Party
(ZION Promoters & Developers Pvt. Ltd)

2. 

(RAVINDRA NATH CHAKRABARTI)
S/o. Late Sh. C.R. Chakrabarti
B-33, Jawahar Park
Deoli Road
Khanpur, N.D.-62

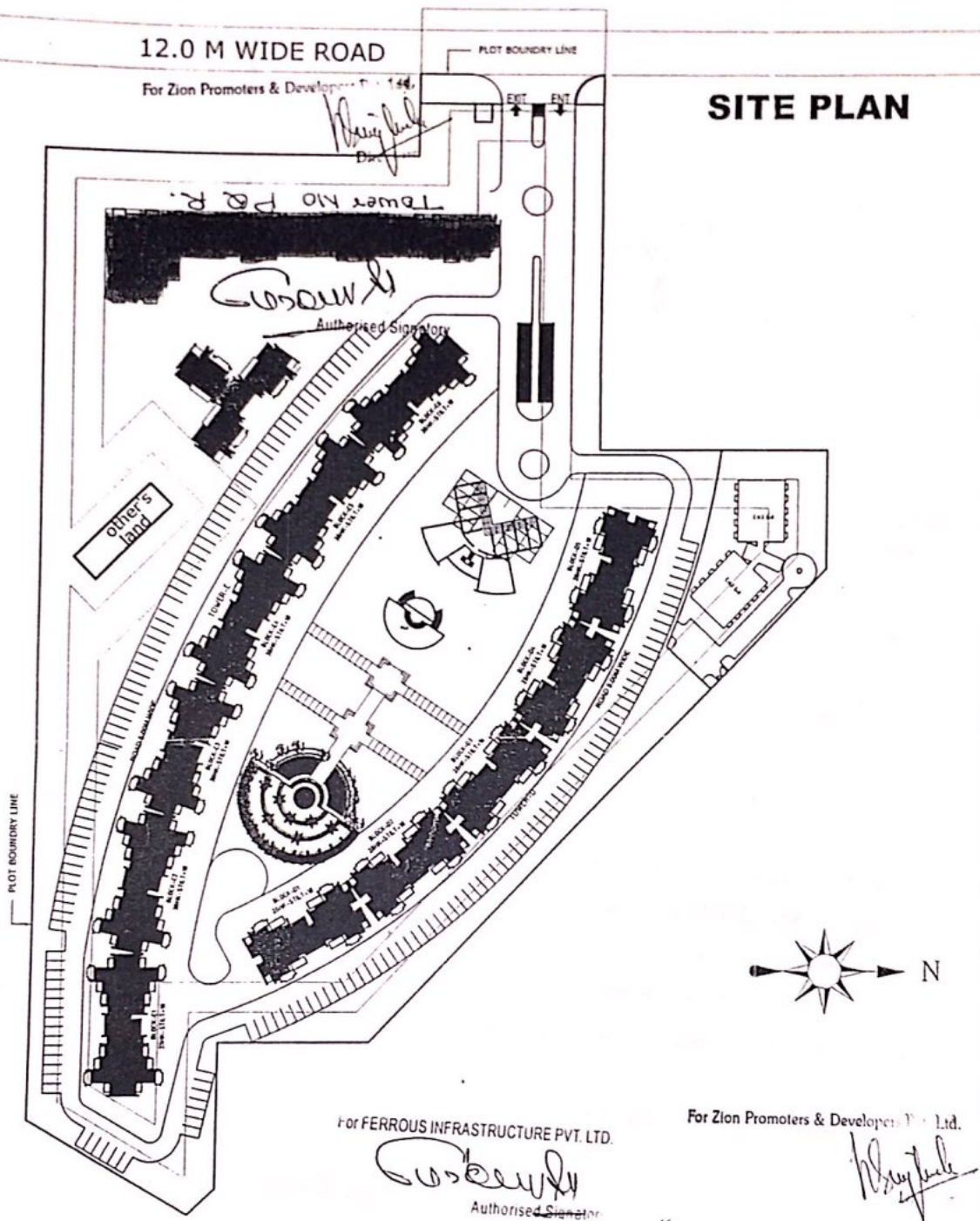
12.0 M WIDE ROAD

30.0 M WIDE ROAD

12.0 M WIDE ROAD

For Zion Promoters & Developers P. Ltd.

SITE PLAN



PROPOSED HOUSING FOR FERROUS INFRASTRUCTURE PVT. LTD.
AT FARIDABAD (HARYANA)

PRADEEP SHARMA ARCHITECTS (P) LTD.
B-30 SHIVAJI, MALVIYA NAGAR, NEW DELHI
TEL: 91-011-26402720, 26402712