



दिल्ली DELHI

SUPPLEMENTARY AGREEMENT

B 311978

This Agreement is made on this day of 31st August, 2006.

BETWEEN

1 Rangoli Buildcon Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.S. Nair, son of Shri K. Madhavan Pillai, resident of 22D, Pocket-A, Mayur Vihar, Phase-II, Delhi-110091, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **First Party**.

2. Sapphire Buildtech Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be

[Handwritten signatures and stamps are present at the bottom of the page, including a circular stamp with the text 'SAPPHIRE BUILDTECH PRIVATE LIMITED' and several illegible signatures.]

deemed to include its successors and assigns) hereinafter referred to as **Second Party**.

3. Gem Buildwell Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Third Party**.

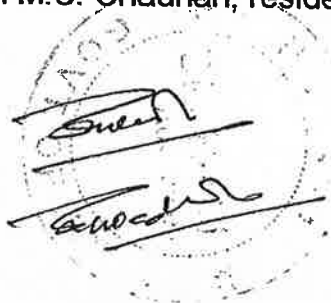
4. Pearl Propmart Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fourth Party**.

5. Rangoli Infrastructure Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.S. Nair, son of Shri K. Madhavan Pillai, resident of 22D, Pocket-A, Mayur Vihar, Phase-II, Delhi-110091, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fifth Party**.

6. Adela Buildcon Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar,

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Adela Buildcon

New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Sixth Party**.

7. Bliss Infrastructure Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri S.C. Wadhwa, son of Late Shri M.L. Wadhwa resident of J-5/57, Rajouri Garden, New Delhi-110027, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Seventh Party**.

8. Sumeru Developers Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri S.C. Wadhwa, son of Late Shri M.L. Wadhwa resident of J-5/57, Rajouri Garden, New Delhi-110027, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Eighth Party**.

9. Elixir Infrastructure Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Ninth Party**.

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10. Charushila Buildwell Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No.9, Raghuvarpara II, Gandhi Nagar, Delhi-110031, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Tenth Party**.

The parties of the First Part to Tenth Part are hereinafter collectively referred to as '**Associate Companies**'.

AND

Parsvnath Developers Ltd., having its registered office at 6th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110001 through its Vice President (Legal) & Company Secretary Shri V. Mohan, duly authorized by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as the '**Developer Company**'.

A. **WHEREAS** the seven parties at Sr. No. 1 to 7 hereto entered into an Agreement dated 8th December, 2005 and parties no. 8 and 9 entered into agreement dated 20th January, 2006 with Parsvnath Developers Ltd., the Developer Company, for pooling their lands acquired/to be acquired in and around village Bohar, Tehsil & District Rohtak, Haryana for the purpose of promotion and development of residential townships in the aforesaid area.

B. **AND WHERAS** the party at Sr. No. 10 has also for similar purpose agreed to join the said agreements on the same terms and conditions as contained

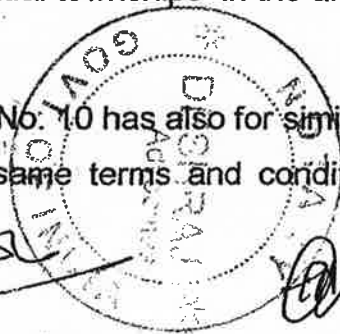
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Ashwini



therein and as agreed to by the first nine parties Nos. 1 to 9 with the Developer Company, by way of recording a supplementary agreement.

C. AND WHEREAS the parties have desired that the supplementary agreement be reduced to writing in order to avoid any doubts, disputes or ambiguities thereabout in future.

NOW, THEREFORE, THIS SUPPLEMENTARY AGREEMENT WITNESSETH AS UNDER:

1. That the party at Sr. No. 10 i.e. the Tenth Party hereto agrees to be inducted and to become a party alongwith the parties at Sr. No. 1 to 9 in the Agreements dated 8th December, 2005 and 20th January, 2006 executed by the first nine parties hereto with Parsvnath Developers Ltd., the Developer Company.

2. That all terms and conditions contained in the Agreements dated 8th December, 2005 and 20th January, 2006 executed by the first nine parties hereto with the Developer Company shall be construed as if the party at Sr. No. 10 was also a party to the said Agreements.

3. That the party at Sr. No. 10 shall have the same rights and be subject to the same obligations as the first nine parties at Sr. No. 1 to 9 have under the agreements dated 8th December, 2005 and dated 20th January, 2006. Likewise, the Developer Company shall also continue to have the same rights and be subject to the same obligations as contained in the agreements aforesaid. In other words, the agreements dated 8th December, 2005 and dated 20th January, 2006 shall stand modified to the extent that the reference therein to the nine parties referred to as the Associate Companies shall mean reference to the first ten parties hereto as the Associate Companies.

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4. That this Supplementary Agreement is to be read with the Agreements dated 8th December, 2005 and dated 20th January, 2006, the true copies of which have been supplied to Party No.10. A true copy of the Agreement dated 8th December, 2005 has been supplied to Parties No. 8 and 9, and a true copy of the Agreement dated 20th December, 2006, has been supplied to the Parties No. 1 to 7.

5. That this Supplementary Agreement will be applicable to the land already acquired, if any, by the party at Sr. No. 10, which shall also be pooled together for the purpose of development of township projects. The developer company in all such cases will reimburse entire cost of acquisition, and all other incidental expenses incurred/to be incurred in respect to such land.

In Witness Whereof the parties hereto have signed this agreement on the day of the month and year first above written in presence of witnesses :

WITNESSES

1. CL
(C. P. Srivastava)
A-2, Arunachal,
19, B. K. Road,
New Delhi
2. Suma
90 6th Ave, Arunachal
19 Barakhamba Road,
New Delhi

FIRST PARTY

[Signature]

SECOND PARTY

[Signature]

THIRD PARTY

[Signature]

FOURTH PARTY

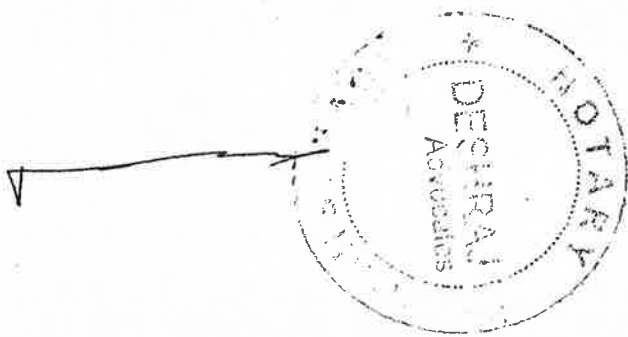
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FIFTH PARTY

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SIXTH PARTY

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Adh... ..

SEVENTH PART

[Signature]

EIGHTH PARTY

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NINTH PARTY

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TENTH PARTY

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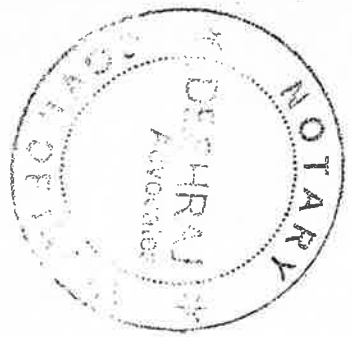
Associate Companies

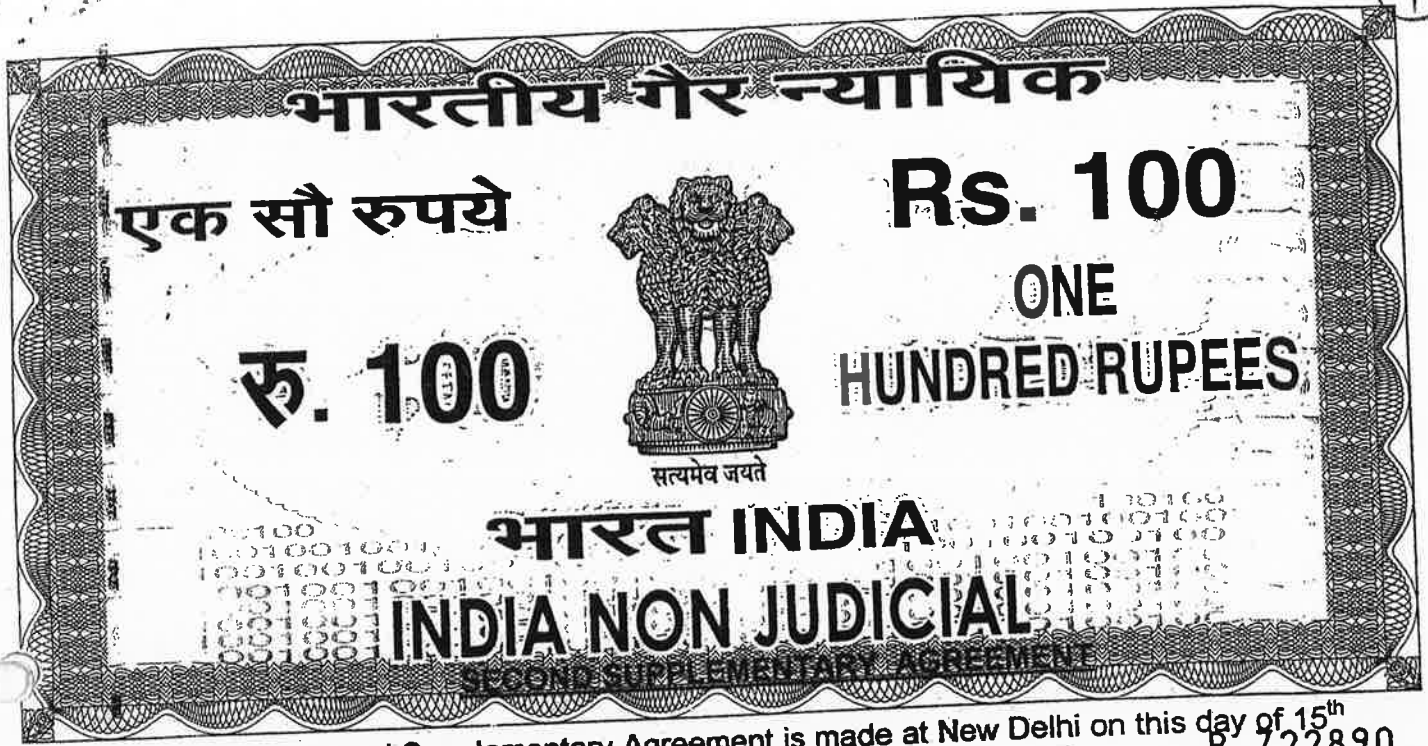
For Parsvnath Developers Ltd.,

[Signature]

(V. Mohan)
Developer Company

[Signature]
Notary P. ...
ETM...





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This Second Supplementary Agreement is made at New Delhi on this day of 15th February, 2007. B 722890

दिल्ली DELHI

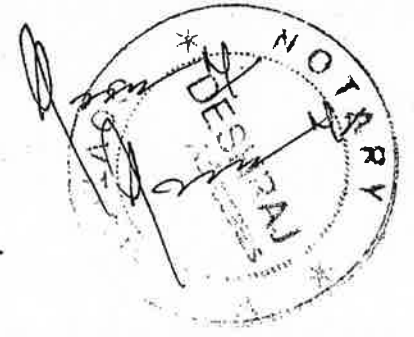
BETWEEN

1 Rangoli Buildcon Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.S. Nair, son of Shri K. Madhavan Pillai, resident of 22D, Pocket-A, Mayur Vihar, Phase-II, Delhi-110091, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **First Party**.

2. Sapphire Buildtech Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Second Party**.

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Abulhasin

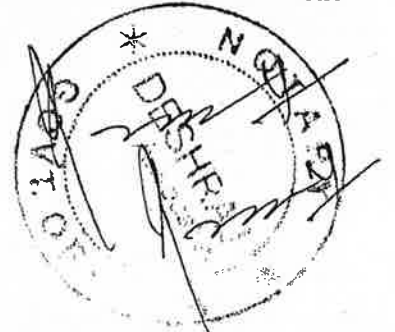


3. Gem Buildwell Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Third Party**.
4. Pearl Propmart Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fourth Party**.
5. Rangoli Infrastructure Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.S. Nair, son of Shri K. Madhavan Pillai, resident of 22D, Pocket-A, Mayur Vihar, Phase-II, Delhi-110091, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fifth Party**.
6. Adela Buildcon Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, son of Late Shri M.S. Chauhan, resident of 350, Madanpur Kadar, New Delhi-110044, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Sixth Party**.

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11. Balbina Real Estates Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No.9, Raghuvarpara II, Gandhi Nagar, Delhi-110031, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Eleventh Party**.

12. Label Real Estate Pvt. Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No.9, Raghuvarpara II, Gandhi Nagar, Delhi-110031, duly authorised by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Twelfth Party**.

The parties of the First Part to Twelfth Part are hereinafter collectively referred to as '**Associate Companies**'.

AND

Parsvnath Developers Ltd., having its registered office at 6th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110001 through its Vice President (Legal) & Company Secretary Shri V. Mohan, duly authorized by its Board of Directors (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as the '**Developer Company**'.

A. **WHEREAS** the seven parties at Sr. No. 1 to 7 hereto entered into an Agreement dated 8th December, 2005 and parties no. 8 and 9 entered into agreement dated 20th January, 2006 with Parsvnath Developers Ltd., the Developer Company, for pooling their lands acquired/to be acquired in and

Atul Jain.     
 Atul Jain.    

(7)

around village Bohar, Tehsil & District Rohtak, Haryana for the purpose of promotion and development of residential townships in the aforesaid area.

B. AND WHEREAS the party at Sr. No. 10 had also for similar purpose agreed to join the said agreements on the same terms and conditions as contained therein and as agreed to by the first nine parties Nos. 1 to 9 with the Developer Company and a Supplementary Agreement dated 31st August, 2006 was executed by the first ten parties with the Developer Company.

C. AND WHEREAS the parties at Sr. No. 11 and 12 have also for similar purpose agreed to join the said agreements on the same terms and conditions as contained therein and as agreed by the first ten parties Nos. 1 to 10 with the Developer Company by way of recording another Supplementary Agreement.

D. AND WHEREAS the parties have desired that the terms agreed be reduced to writing by way of this Second Supplementary Agreement.

NOW, THEREFORE, THIS SECOND SUPPLEMENTARY AGREEMENT WITNESSETH AS UNDER:

1. That the parties at Sr. No. 11 and 12 i.e. the Eleventh and Twelfth Parties hereto agree to be inducted and to become parties alongwith the parties at Sr. No. 1 to 10 in the Agreements dated 8th December, 2005, 20th January, 2006 and the Supplementary Agreement dated 31st August, 2006 executed by the first ten parties hereto with Parsvnath Developers Ltd. the Developer Company.

2. That all terms and conditions contained in the Agreements dated 8th December, 2005, 20th January, 2006 and the Supplementary Agreement dated 31st August, 2006 executed by the first ten parties hereto with the Developer



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For Gem Buildwell Pvt. Ltd.

[Signature]

(T.P. Chauhan)
Third Party

For Pearl Propmart Pvt. Ltd.

[Signature]

(T.P. Chauhan)
Fourth Party

For Rangoli Infrastructure Pvt. Ltd.

[Signature]

(M.S. Nair)
Fifth Party

For Adela Buildcon Pvt. Ltd.

[Signature]

(T.P. Chauhan)
Sixth Party

For Bliss Infrastructure Pvt. Ltd.

[Signature]

(S.C. Wadhwa)
Seventh Party

For Sumeru Developers Pvt. Ltd.

[Signature]

(S.C. Wadhwa)
Eighth Party

For Elixir Infrastructure Pvt. Ltd.

[Signature]

(T.P. Chauhan)
Ninth Party

For Charushila Buildwell Pvt. Ltd.

[Signature]

(Atul Jain)
Tenth Party

For Balbina Real Estates Pvt. Ltd.

[Signature]

(Atul Jain)
Eleventh Party

For Label Real Estate Pvt. Ltd.

[Signature]

(Atul Jain)
Twelfth Party

Associate Companies

For Parsvnath Developers Ltd.,

[Signature]

(V. Mohan)
Developer Company

WITNESSES:

1. *[Signature]*
PRADIP. N. SHARMA
6th FLOOR, ARUNACHAL BUILDING
19 BARAKHAMBHA ROAD, NEW DELHI
2. *[Signature]*
AMIT CHAURASIA
6th FLOOR, ARUNACHAL BLDG., 19,
BARAKHAMBHA ROAD, N. DELHI-11001



Photo Copy Attested

Notary Public Delhi

- 9 MAY 2007.

4108

Rohtak



हरियाणा HARYANA

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AGREEMENT

This Agreement is made at Rohtak on this 17th day of August, 2012



BETWEEN

1. M/s Rangoli Buildcon Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 4th July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **First Party**.

2. M/s Sapphire Buildtech Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 4th July, 2012 (which expression shall, unless excluded by or repugnant to the context or the

Atul Jain

Rajpal

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UCC on [Signature]

S.B. SETHI
STAMP VENDOR
ROHTAK

प्रलेख नः 4108

दिनांक 17/08/2012

डीड का नाम AGREEMENT	डीड संबंधी विवरण
तहसील/सब-तहसील रोहतक	गांव/शहर बोहर (Bohar)
	भवन का विवरण
	भूमि का विवरण
राशि 0.00 रुपये	धन संबंधी विवरण
रजिस्ट्रेशन फीस की राशि 100.00 रुपये	स्टाम्प ड्यूटी की राशि 100.00 रुपये
	पेस्टिंग शुल्क 3.00 रुपये

Drafted By: रणवीर सिंह

यह प्रलेख आज दिनांक 17/08/2012 दिन शुक्रवार समय बजे श्री/श्रीमती/कुमारी M/s Rangoli द्वारा श्री/श्रीमती/कुमारी निवासी X-2467, गली नं-9, खडवरपुरा -2, गन्धी नगर दिल्ली द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

गुप संयोजक अधिकारी
रोहतक

श्री M/s Rangoli Buildcon Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Sapphire Buildtech Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Gem Buildwell Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Pearl Propmart Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Rangoli Infrastructure Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Adela Buildcon Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Bliss Infrastructure Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Sumeru Developers Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Elixir Infrastructure Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Charushila Buildwell Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Balbina Real Estates Pvt.Ltd. thru अतुल जैन (Auth. Sign.), M/s Label Real Estates Pvt.Ltd. thru अतुल जैन (Auth. Sign.) उपरोक्त प्रथम पक्ष श्री/श्रीमती/कुमारी M/s Paravnath Developers L.P. thru R.G. Gupta (A.G.M.) द्वितीय पक्ष हाजिर है। प्रस्तुत प्रलेख के अनुसार 0.00 रुपये की राशि द्वितीय पक्ष ने मेरे समक्ष प्रथम पक्ष को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।
दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी चन्द्र नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बोहर व श्री/श्रीमती/कुमारी Ritwick Phogat पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी जय प्रकाश फोगट निवासी बहादुरगढ जिला झज्जर ने की।
साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते है तथा वह साक्षी नः2 की पहचान करता है।

दिनांक 17/08/2012

गुप संयोजक अधिकारी
रोहतक

meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Second Party**.

3. M/s Gem Buildwell Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 2nd July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Third Party**.

4. M/s Pearl Propmart Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 4th July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fourth Party**.

5. M/s Rangoli Infrastructure Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 4th July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fifth Party**.

6. M/s Adela Buildcon Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 2nd July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Sixth Party**.

...

Atul Jain

Ropal

7. M/s Bliss Infrastructure Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 2nd July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Seventh Party**.

8. M/s Sumeru Developers Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 2nd July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Eighth Party**.

9. M/s Elixir Infrastructure Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, son of Shri Ramesh Chand Jain, resident of X-2467, Gali No. 9, Raghuvarpura-II, Gandhi Nagar, Delhi 110031 duly authorized vide resolution dated 2nd July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Nineth Party**.

10. M/s Charushila Buildwell Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, Director duly authorized vide resolution dated 3rd July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Tenth Party**.

11. M/s Balbina Rea' Estates Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, Director duly authorized vide resolution dated 3rd July, 2012 (which expression

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shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Eleventh Party**.

12. M/s Label Real Estates Pvt. Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Atul Jain, Director duly authorized vide resolution dated 4th July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Twelfth Party**.

The parties of the First Part to Twelfth Part are hereinafter collectively referred to as **'Associate Companies'**.

AND

M/s Parsvnath Developers Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri R.G. Gupta, Assistant General Manager (Projects) of the Company duly authorized vide resolution dated August 01, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as the **'Developer Company'**.

WHEREAS :

- A) The Developer Company has been engaged in activities of real estate development and has the requisite skills, experience, expertise, financial resources and capabilities and all necessary wherewithal for promotion and development of residential colonies, complexes etc. and has been engaged in promoting and developing residential colonies, houses, flats, complexes.
- B) Due to restrictions on holding of land, it was not possible for any single person to acquire and hold at any time more than permissible area of agricultural land till such time as the development licences are granted by the Government

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R.G. Gupta

Authorities and it was not possible for a single developer/ holder of land to undertake a sizeable and viable colonization project.

- C) The first twelve parties hereto have earlier agreed independently to acquire lands in Village Bohar, Tehsil and District Rohtak, Haryana and pool the same with the land of the Developer Company for the purpose of development and for obtaining licences from the State Government and/ or Municipal Authorities as the case may be.
- D) The parties hereto desire that the terms and conditions so agreed upon between them earlier be confirmed, once again, by way of this agreement in order to avoid any disputes or ambiguities thereabout in future.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER :-

1. That the Associate Companies had earlier agreed to acquire in their names such lands in Village Bohar, Tehsil and District Rohtak, Haryana, as may be selected, required and approved by the Developer Company with the interest free funds provided/ to be provided by the Developer Company to the Associate Companies. The Developer Company, in turn, had agreed and provided interest-free finances to meet the advances required to be made by the Associate Companies to the sellers of the land under sale agreements etc., the cost of acquisition of the lands and all other incidental expenses incurred/ to be incurred by or on behalf of the Associate Companies. It was further agreed that the Associate Companies shall not be liable at any time to pay any interest on these interest free funds which shall be treated as adjustable advances.
2. That the Associate Companies undertook to join the Developer Company in applying for the development licences/ approvals to the authorities concerned by pooling and delivering the possession of such lands to the Developer Company to be developed and dealt in by the Developer Company in the manner set forth in these presents.
3. That it was agreed upon that the Developer Company shall be free to collectively develop the lands including the lands acquired and delivered by the

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Associate Companies in such manner in its absolute discretion as is considered expedient by it but subject to and in accordance with the conditions, instructions, directions etc. issued by the State Government as conditions for grant of development licence / licences.

4. That in case any part of the lands acquired by the Associate Companies was acquired by the Government for whatever reasons, the Developer Company undertook to immediately make good to the Associate Companies any loss arising by way of such acquisition and all the costs and expenses for ensuing litigation regarding claim of compensation etc. liable to be borne by the Developer Company. The Associate Companies, however, had undertaken to do all such acts, deeds, things and matters as may be required for claiming the compensation etc. from the State Government. It was further agreed by and between the parties that immediately on such acquisition, the Developer Company shall adjust the cost of acquisition of the relevant land including other expenses and costs incurred by or on behalf of the Associate Companies concerned against the interest free advances made by the Developer Company to the Associate Companies under clause 1 supra and to that extent the interest free advances outstanding against the Associate Companies shall stand reduced. Any deficiency/ surplus arising on settlement of compensation were to be borne/ received by the Developer Company. The compensation etc. so received or receivable will be on the account of the Developer Company and the Associate Companies were to make over the compensation received to the Developer Company, any deficiency or surplus being on the account of the developer Company.

5. It was further agreed by and between the parties that lands will be developed and marketed/ sold by the Developer Company entirely at its own cost, risk and expense and except for their entitlement to consideration stipulated in clause 8 infra, the Associate Companies shall not be liable for any share of deficiency or losses or be entitled to any share of surplus or profits, as the case may be, that may be incurred/ made on the development and marketing / sale of these lands, complexes, homes etc. and the interest free advances shall stand reduced by the actual proportionate land costs and incidental expenses incurred by the Associate Companies in relation to the proportionate areas booked as sale by the developer Company irrespective of whether the consideration was actually realized by the Developer Company or not and that the

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Associate Companies shall not be liable for any loss arising out of non-recovery of any part of such consideration.

6. It was further agreed by and between the parties that none of the Associate Companies shall be liable for any loss, claim or demand from whatever quarter regarding these lands whether arising out of the breach of any sale or booking agreement, terms of grant of licence, prolongation or delay in the development and sale and force majeure circumstances. The Developer Company further agreed to indemnify and indemnified the Associate Companies against any such loss, demands, claims etc.

7. That the Associate Companies had further undertaken to execute such power/s of attorney/s in favour of the Developer Company and/or its nominee/s as may be required from time to time to be executed by the Associate Companies for the purpose of effectuating and implementing the agreed terms and to do all such acts, deeds, matters and things as may be lawfully required of them by the Developer Company in the above behalf.

8. It was further agreed by and between the parties that in lieu of the above covenants undertaken by the Associate Companies, they shall be entitled to suitable fee for services as may be discussed and agreed upon with the Developer besides reimbursement of actual expenses involved in the process of the developed land/ plots/ houses etc. in its accounts on pro-rata basis. Since after pooling and collective development of lands as a colony and in view of the common areas to be left out for providing roads, parks, green belts, health services, schools etc. which may be more on lands of one party than on the other party, the individual identity as a marketable entity was lost, the net area actually booked/ sold shall be grossed up according to the terms of licences in order to match the areas with the gross area acquired by the Associate Companies and the Developer Company for the purpose of payment of consideration as aforesaid.

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under the provisions of the Arbitration and Conciliation Act of 1996. For the purpose of appointment of arbitrators, the Developer Company shall be treated as one party and the Associated Companies as the other party. The decision of the arbitrator/s shall be binding on all the parties. The venue of arbitration shall be at Delhi

13. That this agreement shall be subject to jurisdiction of courts at Rohtak in Haryana.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day of the month and year first above written in presence of witnesses: Ramesh Singh
Document with Rohtak Regn. 73 रामेश सिंह

WITNESSES:-

- 1. Ritwick
RITWICK PHOGAT
S/o Sh. Jai Prakash Phogat
H.No-381, Sector 6, Bahadurgarh
FIRST PARTY Adh. d. i.
- 2. Surender Kumar
SURENDER KUMAR
S/o Vijay Singh
THIRD PARTY Adh. d. i.
- 291, Uncha mir Ashiq
Chauri Bagel. Delhi-06
FOURTH PARTY Adh. d. i.
- FIFTH PARTY Adh. d. i.
- SIXTH PARTY Adh. d. i.
- SEVENTH PARTY Adh. d. i.

Rupak

Reg. No. 4108 Reg. Year 2012-2013 Book No. 1



प्रथम पक्ष



द्वितीय पक्ष



गवाह

प्रथम पक्ष

M/s Rangoli Buildcon Pvt.Ltd. thru अतुल जैन (Auth. Sign.) M/s Sapphire Buildtech Pvt.Ltd. thru अतुल जैन (Auth. Sign.)
M/s Gem Buildwell Pvt.Ltd. thru अतुल जैन (Auth. Sign.) M/s Rangoli Infrastructure Pvt.Ltd. thru अतुल जैन (Auth. Sign.)
Pearl Propmart Pvt.Ltd. thru अतुल जैन (Auth. Sign.) M/s Adela Buildcon Pvt.Ltd. thru अतुल जैन (Auth. Sign.)
M/s Bliss Infrastructure Pvt.Ltd. thru अतुल जैन (Auth. Sign.)
Elixir Infrastructure Pvt.Ltd. thru अतुल जैन (Auth. Sign.) M/s Sumeru Developers Pvt.Ltd. thru अतुल जैन (Auth. Sign.)
M/s Charushila Buildwell Pvt.Ltd. thru अतुल जैन (Auth. Sign.)
M/s Balbina Real Estates Pvt.Ltd. thru अतुल जैन (Auth. Sign.) M/s Label Real Estates Pvt.Ltd. thru अतुल जैन (Auth. Sign.)

द्वितीय पक्ष

M/s Parsvnath Developers Ltd. thru R.G. Gupta (A.G.M.)

गवाह 1:- चन्द्र नम्बरदार

गवाह 2:- Ritwick Phogat

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,108 आज दिनांक 17/08/2012 को बही नः 1 जिल्द नः 5 के पृष्ठ नः 36 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 90 के पृष्ठ सख्या 72 से 80 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 17/08/2012

उप पंजीयन अधिकारी
रोहतक

उप पंजीयन अधिकारी
रोहतक