

MEMORANDUM OF PARTNERSHIP

This Memorandum of Partnership made at New Delhi the 29th day of July, 1998 among :

1. M/s DLF Universal Limited, a Public Limited Company, incorporated under the Companies Act, 1956 and having its registered office at The Shopping Mall, DLF Qutab Enclave Complex, Phase-I, Distt.: Gurgaon in the state of Haryana of the FIRST PART;
2. M/s Vee Dee Investment & Agencies Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the SECOND PART;
3. M/s Delhi Land & Finance Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the THIRD PART;
4. M/s Instant Batteries Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the FOURTH PART;
5. M/s Apollo Land & Housing Company Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the FIFTH PART;
6. M/s Kavicon Agro Farming Company Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the SIXTH PART;
7. M/s Mayur Recreational & Development Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the SEVENTH PART;
8. M/s Bhagirathi Investment Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the EIGHTH PART;
9. M/s Moonlight Builders and Developers Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the NINTH PART;
10. M/s Aeshya Estates Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the TENTH PART;

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In Favor of _____

on B. In favour of [Signature]

~~CONFIDENTIAL~~ Through: *Shanley S*

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Sh. S. B. Agrawal S/o Sh. S. D. Agrawal

R/c. Rishnie, Abegweit.

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Ad

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Singh Gaur

~~Sh. S. B. 109-2000~~

~~St. Hales-Holmes~~

At. A. P. Vazg.

Sh. H.K. Cohen

~~Sh. S. M. Shazwan~~

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S. Rajinder Singh

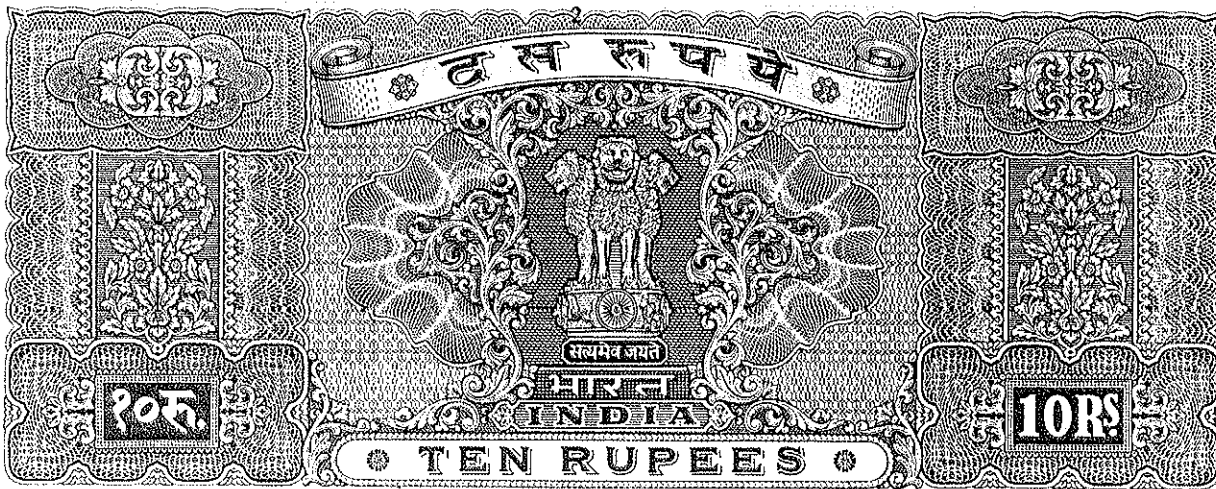
(1) James Smith

(7) Swarna Shylu Ltd

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11. M/s Diwakar Estates Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the ELEVENTH PART;
12. M/s Ujagar Estates Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the TWELVETH PART;
13. M/s Puspavali Builders & Developers Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the THIRTEENTH PART;
14. M/s Vanutsar Properties Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the FOURTEENTH PART;
15. M/s Parvati Estates Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the FIFTEENTH PART;
16. M/s Panchvati Estates Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the SIXTEENTH PART;
17. M/s Kirtimaan Builders Private Limited, also a company incorporated under the Companies Act, 1956 and having its registered office at DLF Centre, Sansad Marg, New Delhi of the SEVENTEENTH PART;

and hereinafter referred to as the Parties of the First to Seventeenth parts respectively (which expression shall unless repugnant to the meaning or context thereof include their respective successors and assigns).

WHEREAS the party of the first part has been carrying on the business of developing and dealing in real estate and is engaged in the development of a Project known as "DLF QUTAB ENCLAVE COMPLEX" in Distt.: Gurgaon of Haryana State which is hereinafter referred to as 'the said Complex'; AND

WHEREAS the party of the first part was the absolute owner of and otherwise well and sufficiently entitled to 20 (twenty) residential plots of land admeasuring about 7,206.03 Sq.mtrs. (seven thousand two hundred six point zero three square meters) situate in the said Complex more particularly described in Schedule "A" written hereunder and hereinafter referred to as 'the said 20 plots'; AND

WHEREAS the party of the first part was desirous of starting and carrying on the business of constructing houses on the said 20 plots and selling them; AND

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WHEREAS the parties of the Second to Seventeenth parts agreed to enter into partnership with the party of the first part to carry on the aforesaid business jointly; AND

WHEREAS it was agreed between the parties hereto that the said 20 plots belonging to the party of the first part may be brought into the common stock of partnership for achieving the aforesaid purpose; AND

WHEREAS the party of the first part actually brought the said 20 plots into the common stock of partnership on the 30th day of June, 1998; AND

WHEREAS with effect from the 30th day of June, 1998 the said 20 plots became the absolute property of the partnership firm; AND

WHEREAS the entire land in respect of said 20 plots ceased to be the property of the party of the first part and became the absolute property of the partnership firm on the said 30th day of June, 1998; AND

WHEREAS the parties hereto agreed that the said plots may be valued at Rs.4,20,00,000/- (Rupees four crores twenty lacs); AND

WHEREAS the amount of Rs.4,20,00,000 was credited to the account of the party of the first part in the account books of the partnership firm on the 30th day of June, 1998 on account of its having brought its ownership of land in respect of the said 20 plots into the common stock of partnership; AND

WHEREAS the party of the first part was entitled to purchase land represented by another lot of 40 plots belonging to the parties of the second to eighth parts and totally admeasuring about 19,679.31 Sq.mtrs. (nineteen thousand six hundred seventy-nine point thirty-one square meters) situated in the said Complex (more particularly described in Schedule "B" written hereunder and hereinafter referred to as 'the said 40 plots'); AND

WHEREAS the party of the first part agreed to bring its right to purchase the land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs. into the common stock of partnership for achieving the aforesaid purpose; AND

WHEREAS the parties of the second to eighth parts agreed to bring their ownership of land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs. into the common stock of partnership; AND

WHEREAS the party of the first part actually brought its rights to purchase the land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs. into the common stock of partnership on the 30th day of June, 1998; AND

WHEREAS the parties of the second to eighth parts actually brought their ownership of land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs. into the common stock of partnership on the 30th day of June, 1998; AND

WHEREAS the entire land in respect of said 40 plots ceased to be the property of the parties of the first to eighth parts and became the absolute property of the partnership firm on the said 30th day of June, 1998; AND

WHEREAS an amount of Rs.10,85,00,000/- (Rupees ten crores eighty-five lacs) was credited to the account of the party of the first part in the account books of the partnership firm on the 30th day of June, 1998 on account of its having brought its right to purchase the land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs. into the common stock of partnership on the 30th day of June, 1998; AND

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measuring

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measuring

Sd/- *Sd/-* *Sd/-*

AB *AB* *AB*
BT *BT* *BT*

AG *AG* *AG*



WHEREAS an amount of Rs.1,05,36,262/- (Rupees one crore five lacs thirty-six thousand two hundred sixty-two) was credited to the accounts of the parties of the second to eighth parts in the account books of the partnership firm on the 30th day of June, 1998 on account of their having brought their ownership of land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs. into the common stock of partnership on the 30th day of June, 1998 in the following manner :-

<u>Name of the Party</u>	<u>Amount Credited</u>
Party of the second part namely M/s Vee Dee Investment & Agencies Limited	Rs. 10,16,916
Party of the third part namely M/s Delhi Land & Finance Limited	Rs. 5,01,896
Party of the fourth part namely M/s Instant Batteries Limited	Rs. 19,26,470
Party of the fifth part namely M/s Apollo Land & Housing Company Limited	Rs. 2,85,953
Party of the sixth part namely M/s Kavicon Agro Farming Company Private Limited	Rs. 33,11,981
Party of the seventh part namely M/s Mayur Recreational & Development Limited	Rs. 4,94,084
Party of the eighth part namely M/s Bhagirathi Investment Private Limited	Rs. 29,98,962
Total	Rs.1,05,36,262 =====

AND WHEREAS total amount of Rs.15,05,00,000/- (Rupees fifteen crores five lacs) was credited to the account of the party of the first part in the account books of the partnership firm and a total amount of Rs.1,05,36,262/- was credited to the accounts of the parties of the second to eighth parts in the account books of the partnership firm on the 30th day of June, 1998; AND

WHEREAS it was agreed that out of the aforesaid amounts credited to the accounts of the parties of the first to eighth parts the following amounts will be treated as their capital contribution and shall not carry any interest and the remanning amounts will be treated as loans to the partnership firm which may be either free of interest or carry interest at such rates as may be mutually agreed upon from time to time :-

Party of the first part namely M/s DLF Universal Limited	Rs.2,00,00,000
Party of the second part namely M/s Vee Dee Investment & Agencies Limited	Rs. 10,16,916
Party of the third part namely M/s Delhi Land & Finance Limited	Rs. 5,01,896
Party of the fourth part namely M/s Instant Batteries Limited	Rs. 16,00,000
Party of the fifth part namely M/s Apollo Land & Housing Company Limited	Rs. 2,85,953

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Party of the sixth part namely
M/s Kavicon Agro Farming Company Private Limited Rs. 16,00,000

Party of the seventh part namely
M/s Mayur Recreational & Development Limited Rs. 4,94,084

Party of the eighth part
namely M/s Bhagirathi Investment Private Limited Rs. 16,00,000

AND WHEREAS it was agreed that the parties of the second, third, fifth and seventh parts will further contribute such amounts as may be necessary to ensure that their capital contribution amounts to Rupees sixteen lacs each; AND

WHEREAS it was agreed that the party of the ninth part will contribute Rupees ten crores eighty lacs and the parties of the tenth to seventeenth parts will contribute Rupees thirty two lacs each towards their capital contribution; AND

WHEREAS it was agreed that further amounts required for the business of the partnership will be contributed by the parties hereto as may be mutually agreed upon from time to time; AND

WHEREAS the Board of Directors of the parties of the first to seventeenth parts approved the proposal for their respective companies entering into the partnership at their respective meetings held on 29th day of May, 1998; AND

WHEREAS the business of the partnership has already commenced with effect from the 30th day of June, 1998; AND

WHEREAS the parties hereto are now desirous of recording the terms and conditions on which they have entered into partnership on the 30th day of June, 1998.

NOW THIS MEMORANDUM WITNESSETH AND IT IS HEREBY RECORDED AND CONFIRMED AS UNDER :-

1. That the parties hereto have entered into partnership with effect from 30th day of June, 1998 with the object of starting and carrying on the aforesaid business jointly.
2. That the business is being and shall continue to be carried on under the name and style of DLF RESIDENTIAL DEVELOPERS or any other name or names as may be mutually agreed upon from time to time.
3. That the party of the first part brought its complete ownership of the said 20 plots admeasuring about 7,206.03 Sq.mtrs. into the common stock of partnership on the 30th day of June, 1998 and they become the absolute property of the partnership firm with effect from the said day.
4. That on account of the party of the first part having brought the said 20 plots into the common stock of the partnership, an amount of Rs.4,20,00,000/- has been credited to the account of the party of the first part in the account books of the partnership firm.

[Handwritten signatures and initials are present below the list items, including names like 'S. J. Gaud', 'S. J. Gaud', and various initials.]



5. That the party of the first part also brought its right to purchase the land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs.into the common stock of partnership as aforesaid and the same also became the property of the partnership firm with effect from 30th day of June, 1998 and an amount of Rs.10,85,00,000/- was credited to the account of the party of the first part in the accounts books of partnership firm on account of its having done so.
6. That the parties of the second to eighth parts brought into the common stock of partnership their ownership of land in respect of the said 40 plots admeasuring about 19,679.31 Sq.mtrs.as aforesaid.
7. That with effect from the 30th day of June, 1998 the said 40 plots also became the absolute property of the partnership firm.
8. That on account of parties of the second to eighth parts having brought their ownership of the aforesaid area of land admeasuring about 19,679.31 Sq.mtrs.into the common stock of partnership, amounts totalling to Rs.1,05,36,262/- were credited to their respective accounts in the account books of partnership firm on the 30th day of June, 1998 in the following manner:-

<u>Name of the Party</u>	<u>Amount Credited</u>
Party of the second part namely M/s Vee Dee Investment & Agencies Limited	Rs. 10,16,916
Party of the third part namely M/s Delhi Land & Finance Limited	Rs. 5,01,896
Party of the fourth part namely M/s Instant Batteries Limited	Rs. 19,26,470
Party of the fifth part namely M/s Apollo Land & Housing Company Limited	Rs. 2,85,953
Party of the sixth part namely M/s Kavicon Agro Farming Company Private Limited	Rs. 33,11,981
Party of the seventh part namely M/s Mayur Recreational & Development Limited	Rs. 4,94,084
Party of the eighth part namely M/s Bhagirathi Investment Private Limited	Rs. 29,98,962
Total	Rs.1,05,36,262 =====

9. That the total amount of Rs.15,05,00,000 was credited to the account of the party of the first part in the account books of partnership firm and a total amount of Rs.1,05,36,262 was credited to the accounts of the parties of the second to eighth parts in the account books of partnership firm on the 30th day of June, 1998.
10. It was agreed that out of the aforesaid amounts credited to the accounts of the parties of the first to eighth parts the following amounts will be treated as their capital contribution and shall not carry any interest and the remaining amounts will be treated as loans to the partnership firm which may be either free of interest or carry interest at such rates as may be mutually agreed upon from time to time :-

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Party of the first part	
namely M/s DLF Universal Limited	Rs.2,00,00,000

Party of the second part namely
M/s Vee Dee Investment & Agencies Limited Rs. 10,16,916

Party of the third part		
namely M/s Delhi Land & Finance Limited	Rs.	5,01,896

Party of the fourth part	
namely M/s Instant Batteries Limited	Rs. 16,00,000

Party of the fifth part namely		
M/s Apollo Land & Housing Company Limited	Rs.	2,85,953

Party of the sixth part namely	
M/s Kavicon Agro Farming Company Pvt. Ltd.	Rs. 16,00,000

Party of the seventh part namely		
M/s Mayur Recreational & Development Ltd.	Rs.	4,94,084

Party of the eighth part namely	
M/s Bhagirathi Investment Private Limited	Rs. 16,00,000

11. It was agreed that the parties of the second, third, fifth and seventh parts will further contribute such amounts as may be necessary to ensure that their capital contribution amounts to Rupees sixteen lacs each.
12. It was agreed that the party of the ninth part will contribute Rupees ten crores eighty lacs and the parties of the tenth to seventeenth parts will contribute Rupees thirty-two lacs each towards their capital contribution.
13. It was agreed that further amounts required for the business of the partnership will be contributed by the parties hereto as may be mutually agreed upon from time to time.
14. The party of the ninth part has informed the other partners that it has become partner in this firm in a representative capacity for the benefit of the partnership firm known as DLF Commercial Developers having its office at DLF Centre, Sansad Marg, New Delhi and it is liable to account for its share of profit from this firm to DLF Commercial Developers and is also entitled to be reimbursed for its share of loss from this firm by DLF Commercial Developers but so far as this partnership firm and other partners are concerned, the party of the ninth part namely M/s Moonlight Builders and Developers Limited alone shall be treated as partner.
15. That regular books of account shall be maintained in respect of the business of the partnership and on a day to be mutually agreed upon, the account books shall be closed annually and a statement of all the assets and liabilities and the profit and loss account shall be prepared and signed on behalf of each partner and got audited by Chartered Accountants approved by the parties by mutual consent from time to time. The parties hereto shall be entitled to receive the net profit as hereinafter provided or bear the net loss (including profit or loss of capital nature) in the following proportion :-

maximally

15.

(Signature) in the following proportion :-

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i.	M/s. DLF Universal Limited	12%
ii.	M/s Vee Dee Investment & Agencies Limited	1%
iii.	M/s Delhi Land & Finance Limited	1%
iv.	M/s Instant Batteries Limited	1%
v.	M/s Apollo Land & Housing Company Limited	1%
vi.	M/s Kavicon Agro Farming Company Private Limited	1%
vii.	M/s Mayur Recreational & Development Limited	1%
viii.	M/s Bhagirathi Investment Private Limited	1%
ix.	M/s Moonlight Builders and Developers Limited	65%
x.	M/s Aeshya Estates Private Limited	2%
xi.	M/s Diwakar Estates Private Limited	2%
xii.	M/s Ujagar Estates Private Limited	2%
xiii.	M/s Pushpavali Builders & Developers Private Limited	2%
xiv.	M/s Vanutsar Properties Private Limited	2%
xv.	M/s Parvati Estates Private Limited	2%
xvi.	M/s Panchvati Estates Private Limited	2%
xvii.	M/s Kirtimaan Builders Private Limited	2%

TOTAL 100%

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16. That the retirement, insolvency or liquidation of any of the parties hereto shall not lead to the dissolution of the partnership as between the surviving or continuing parties.
17. That the partnership firm may be dissolved at any time with the consent of majority of the partners for the time being.
18. That on the retirement, insolvency or liquidation of any of the partners the retiring partner or the legal representative, as the case may be, shall be entitled to receive only the amount standing credited to the account of such partner as on the day of retirement, insolvency or liquidation, as the case may be, as increased by the profit accrued until such day or decreased by the loss suffered till such day as the case may be and nothing more. It is further, agreed that for the purpose of this Clause the accounts may be closed only on the usual closing day and profit or loss may be worked out for the entire year and allocated proportionately on time basis to the period ending on the day of retirement, insolvency or liquidation as the case may be.
19. Each partner shall :-
- (a) be just and faithful to the other partners in all transactions relating to the partnership business and at all times give to the others a true account of all such dealings;
- (b) diligently and faithfully employ itself to bring about the proper performance of the partnership work, provided that each partner shall be free to undertake any business individually or in partnership with others;
- (c) punctually pay and discharge its separate debts and engagements and indemnify the other partners and the partnership assets against the same and all proceedings, costs, claims or demands in respect thereof;



(a) except in the ordinary course of business and for the benefit of the partnership, pledge the credit of the partnership or incur any liability or lend any money on behalf of the partnership;

(c) give any guarantee on behalf of the partnership;

(e) compromise or compound or (except upon payment in full) release or discharge any debt due to the partnership;

(g) dispose of by mortgage, pledge, sale or otherwise any part of the partnership property.

22. That all other matters for which no provision has been made in these presents shall be decided by mutual consent of the partners.

23. That in case of any dispute or difference arising between the partners touching the interpretation of the terms of this deed or any matter whatsoever the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or replacement thereof.

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Schedule "A" referred to above
*Residential Plots of land located in Phase-III of the said Complex
 which belonged to the party of the First Part*

	Plot Number	Area (in Sq.mtrs.)
1	S-09/08	435.74
	S-09/09	301.04
	S-12/07	283.50
	S-17A/01	463.78
	S-17A/02	437.28
	S-17A/04	391.09
	T-10/05	415.80
	T-10/06	415.80
10	V-38/12	567.00
	W-02/02	264.00
	W-02/03	264.00
	W-02/04	264.00
	W-02/05	264.00
	W-02/06	264.00
	W-02/07	264.00
	W-02/08	264.00
	W-02/09	264.00
	W-02/10	264.00
	W-02/11	264.00
	W-12/05	855.00
TOTAL AREA (Sq.mtrs.)		7,206.03

Schedule "B" referred to above
Residential Plots of land located in Phase- I & III of the said Complex

Phase	Plot Number	Area (in Sq.mtrs.)	Previous Owner
III	1	MA-032	Party of the second part
		R-04/06	"
		R-04/07	"
		R-04/08	"
		R-04/09	"
		R-04/10	"
		R-04/11	"
		R-04/13	"
		R-04/14	"
	10	R-04/16	"
		U-29/01	"
		U-29/02	"
		NR-34F	Party of the third part
		T-24/20	"
		R-01/05	Party of the fourth part
		R-01/08	"
		R-01/09	"
		R-02/09	"
		R-02/10	"
	20	R-02/11	"
		R-05/09	Party of the fifth part
		R-05/10	"
		T-21/04	"
		T-21/06	"
	25	T-22/05	"



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Contd.....Schedule 'B'

Phase	Plot Number	Area (in Sq.mtrs.)	Previous Owner
I	26 T-08/01	415.80	Party of the sixth part
	T-08/02	420.00	"
	T-08/03	420.00	"
	T-08/04	420.00	"
	30 T-08/05	420.00	"
	T-08/06	420.00	"
	T-08/07	420.00	"
	T-08/08	420.00	"
	KCM-21	947.25	Party of the seventh part
	A-55/03A	373.50	"
	A-55/04	368.40	"
	A-55/20	375.96	"
	B-17/02B	540.82	"
	G-08/04	420.00	Party of the eighth part
	40 G-08A/01	547.40	"
	TOTAL AREA (Sq.mtrs.)	19,679.31	

IN WITNESS WHEREOF the common seals of the parties of the first part to seventeenth parts have been affixed hereunto the day hereinabove mentioned, at New Delhi.

1. THE COMMON SEAL OF M/s DLF UNIVERSAL LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri T.C.Goyal, Managing Director of the company and Shri S.M.Sharma, Secretary of the company who have subscribed their respective signatures hereto in the presence of :

For DLF UNIVERSAL LIMITED.

[Signature]
Authorized Signatory
FIRST PART

1. *[Signature]*
RAJ ARORA
156, Arjun Nagar,
New Delhi-29

2. *[Signature]*
Gulshan Bhatia
40 DLF Universal Ltd
DLF Centre, Bandra Kurla
New Delhi-11

Secretary

Managing Director

2. THE COMMON SEAL OF M/s VEE DEE INVESTMENT & AGENCIES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Hari Haran, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For VEE DEE INVESTMENT & AGENCIES LTD.

SECOND PART

DIRECTOR

1. *[Signature]*
Sanjeev Datta
B-1/10, Mangal Park
Sector 89, Noida

2. *[Signature]*
RAJ ARORA
156, Arjun Nagar,
New Delhi-29



3. THE COMMON SEAL OF M/s DELHI LAND & FINANCE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri A.P.Garg, Director of the Company who has subscribed his respective signatures hereto in the presence of:

1. *A.P. Garg*
(A.P. GARG)
156, Arjun Nagar,
New Delhi-29
2. *Gulshan Bhatia*
Gulshan Bhatia C/o DLF Universal Ltd.
DLF Centre, Bandra Marg, New Delhi-1

For Delhi Land & Finance Ltd.

THIRD PART

Director

I. Card No. 31103/01/6/24274

4. THE COMMON SEAL OF M/s INSTANT BATTERIES LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri A.P.Garg, Director of the Company who has subscribed his respective signatures hereto in the presence of:

1. *A.P. Garg*
(A.P. GARG)
156, Arjun Nagar,
New Delhi-29
2. *Sandeep Datta*
B-14/14, Himmat Park
Sector 34, Noida

For Instant Batteries Limited

FOURTH PART Director

5. THE COMMON SEAL OF M/s APOLLO LAND & HOUSING COMPANY LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri K.K.Vohra, Director of the Company who has subscribed his respective signatures hereto in the presence of:

1. *Sandeep Datta*
B-14/14, Himmat Park
Sector 34, Noida
2. *Gulshan Bhatia*
Gulshan Bhatia C/o DLF Universal Ltd.
DLF Centre, Bandra Marg, New Delhi-1

For Apollo Land & Housing Company Ltd.

FIFTH PART

Director

I. Card No. DL/02/01/027340

6. THE COMMON SEAL OF M/s KAVICON AGRO FARMING COMPANY PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri S.M.Sharma, Director of the Company who has subscribed his respective signatures hereto in the presence of:

1. *A.P. Garg*
(A.P. GARG)
156, Arjun Nagar,
New Delhi-29
2. *Sandeep Datta*
B-14/14, Himmat Park
Sector 34, Noida

For Kavicon Agro Farming Pvt Ltd

SIXTH PART

Director



7. THE COMMON SEAL OF M/s MAYUR RECREATIONAL & DEVELOPMENT LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Sanjay Goenka, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For Mayur Recreational And Development Limited

Sanjay Goenka

SEVENTH PART

Director

1. *Raj Arora*
(RAJ ARORA)
156, Arjun Nagar,
New Delhi-29
2. *A. Shankar Datta*
B-14/14, Minipal Park
Sector 34, Noida

8. THE COMMON SEAL OF M/s BHAGIRATHI INVESTMENT PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri S.B.Agrawal, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For Bhagirathi Investments (P) Ltd.

S.B. Agrawal

Director

EIGHTH PART

1. *Raj Arora*
(RAJ ARORA)
156, Arjun Nagar,
New Delhi-29
2. *Chaitan*
Chaitan Bharti c/o DLF Universal Ltd.
DLF Centre, Samad Marg, New Delhi-1.

9. THE COMMON SEAL OF M/s MOONLIGHT BUILDERS AND DEVELOPERS LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Hari Haran, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For Moonlight Builders & Developers Ltd.

Hari Haran

Director

NINTH PART

1. *A. Shankar Datta*
B-14/14, Minipal Park
Sector 34, Noida
2. *Raj Arora*
(RAJ ARORA)
156, Arjun Nagar,
New Delhi-29

10. THE COMMON SEAL OF M/s AESHYA ESTATES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri A.P.Garg, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For Aesha Estates Pvt. Ltd.

A.P. Garg

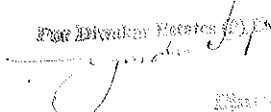
TENTH PART

1. *Raj Arora*
(RAJ ARORA)
156, Arjun Nagar,
New Delhi-29
2. *Chaitan*
Chaitan Bharti c/o DLF Universal Ltd.
DLF Centre, Samad Marg, New Delhi-1.



11. THE COMMON SEAL OF M/s DIWAKAR ESTATES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Rajinder Singh, Director of the Company who has subscribed his respective signatures hereto in the presence of:

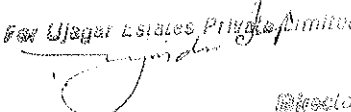
1. Rajinder Singh
(RAJ ARORA)
156, Arjun Nagar,
New Delhi - 29
2. Gulshan Bhatia
40 DLF Universal Limited,
DLF Centre, Bandra Marg,
New Delhi - 1.

For Diwakar Estates (P) Ltd.

Director

ELEVENTH PART

12. THE COMMON SEAL OF M/s UJAGAR ESTATES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Rajinder Singh, Director of the Company who has subscribed his respective signatures hereto in the presence of:

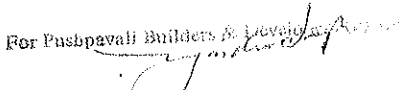
1. Rajinder Singh
(RAJ ARORA)
156, Arjun Nagar,
New Delhi - 29
2. Sandeep Datta
B-14/140, Himmat Park
Sector 34, Noida

For Ujagar Estates Private Limited

Director

TWELVETH PART

13. THE COMMON SEAL OF M/s PUSHPAVALI BUILDERS & DEVELOPERS PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Rajinder Singh, Director of the Company who has subscribed his respective signatures hereto in the presence of:


1. Rajinder Singh
(RAJ ARORA)
156, Arjun Nagar,
New Delhi - 29
2. Gulshan Bhatia
40 DLF Universal Ltd.,
DLF Centre, Bandra Marg,
New Delhi - 1.

For Pushpavali Builders & Developers Private Ltd.

Director

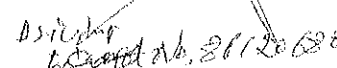
THIRTEENTH PART

14. THE COMMON SEAL OF M/s VANUTSAR PROPERTIES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Hari Haran, Director of the Company who has subscribed his respective signatures hereto in the presence of:

1. Sandeep Datta
B-14/140, Himmat Park
Sector 34, Noida
2. Rajinder Singh
(RAJ ARORA)
156, Arjun Nagar,
New Delhi - 29

For Vanutsar Properties (P) Ltd.

Director

FOURTEENTH PART


Director



15. THE COMMON SEAL OF M/s PARVATI ESTATES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri S.M.Sharma, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For Parvati Estates (P) Ltd.

[Signature]
Director

FIFTEENTH PART

I. Caud No. HR/06/52/67208

1. *Raj Arora*
RAJ ARORA
156 Ajlun No-92
New Delhi - 29
2. *Sanjeev Datta*
Sanjeev Datta
B-14/141, Himgan Apt
Sector 34, Noida

16. THE COMMON SEAL OF M/s PANCHVATI ESTATES PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri Sanjay Goenka, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For Panchvati Estates (P) Ltd

[Signature]
Director

SIXTEENTH PART

I. Caud No. DL/02/012/163603

1. *Chulhan Bhabha*
Chulhan Bhabha
c/o DLF Universal Ltd
DLF Centre, Convent Marg,
New Delhi - 11
2. *Sanjeev Datta*
Sanjeev Datta
B-14/141, Himgan Apt
Sector 34, Noida

17. THE COMMON SEAL OF M/s KIRTIMAN BUILDERS PRIVATE LIMITED was hereunto affixed pursuant to the Resolution of its Board of Directors passed on 29.7.1998 in the presence of Shri S.B.Agrawal, Director of the Company who has subscribed his respective signatures hereto in the presence of:

For Kirtiman Builders Private Limited.

[Signature]
Director

SEVENTEENTH PART

I Caud No - DL/04/042/099623

1. *Sanjeev Datta*
Sanjeev Datta
B-14/141, Himgan Apt
Sector 34, Noida
2. *Chulhan Bhabha*
Chulhan Bhabha
c/o DLF Universal Ltd
DLF Centre, Convent Marg,
New Delhi - 11

12)

SWARN SINGH

Advocate (P/125/55)

Ch. Com. Res. S-21, Pw. Colony
Shivaspuri, New Delhi-110065

17)

Jasvir Singh

Jasvir Singh s/o

Ch. Balwant Singh

P/O C-68 Indira Nagar

New Delhi

I. Caud No DL/03/032/189214



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