



For Trisbla Realtors Pvt. Ltd.

[Signature]

Director/Auth. Sign.

For Arctic Buildwell Pvt. Ltd.

[Signature]

Director/Auth. Sign.

For Dreamweaver Realtors Pvt. Ltd.

[Signature]

Director/Auth. Sign.

For Sedna Properties Pvt. Ltd

[Signature]
Director/Auth. Signatory

AGREEMENT

[Signature]
29th November,

This Agreement is made on this/day of/2004 by and between

1. M/s Arctic Buildwell Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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 Dreamweaver Realtors Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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**.

For Symphony Realtors Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Evergreen Realtors Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Spearhead Realtors Pvt. Ltd.

[Signature]

Director/Auth. Sign.

For Ideal Buildwell Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Parvath Developers Ltd.

[Signature]

Chairman/Director

For Harmony Buildwell Pvt. Ltd.

[Signature]
Director/Auth. Sign.



For Trishla Realtors Pvt. Ltd.

Director/Auth. Sign.

For Arctic Buildwell Pvt. Ltd.

Director/Auth. Sign.

For Dreamweaver Realtors Pvt. Ltd.

Director/Auth. Sign.

For Sedna Properties Pvt. Ltd.

Director/Auth. Signatory

3. M/s Evergreen Realtors Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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**.

Director/Auth. Sign.

For Symphony Realtors Pvt. Ltd.

For Spearhead Realtors Pvt. Ltd.

Director/Auth. Sign.

4. M/s Harmony Buildwell Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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**.

Director/Auth. Sign.

For Evergreen Realtors Pvt. Ltd.

For Parsvnath Developers Ltd.

Chairman/Director

For Ideal Buildwell Pvt. Ltd.

Director/Auth. Sign.

For Harmony Buildwell Pvt. Ltd.

Director/Auth. Sign.

For Symphony Realtors Pvt. Ltd.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign. 3


Director/ Auth. Sign.

5. M/s Ideal Buildwell Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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 Sedna Properties Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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. M/s Spearhead Realtors Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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 Trishla Realtors Pvt. Ltd. Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (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 Symphony Realtors Pvt. Ltd. Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to

For Arctic Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Spearhead Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Trishla Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Ideal Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Sedna Properties Pvt. Ltd.


Director/ Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/ Auth. Sign.


For Evergreen Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Parvath Developers Ltd.


Chairman/Director

For Spearhead Realtors Pvt. Ltd.


Director/Auth. Sign.

For Harmony Buildwell Pvt. Ltd.


Director/Auth. Sign.

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

The parties from the First Part to Ninth Part hereinafter collectively referred to as '**Associate Companies**'.

AND

Parsvnath Developers Ltd. having its registered office at 6th Floor, 19, Barakhamba Road, New Delhi 110001 (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 the Developer Company has been incorporated by the Promoters who have 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.

WHEREAS due to restrictions on holding of land, it is 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 Haryana Government Authorities. It is therefore, not possible for a single developer/holder of land to undertake a sizeable and viable colonization project.

For Arctic Buildwell Pvt. Ltd.


Director/Auth. Sign.

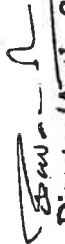
For Symphony Realtors Pvt. Ltd.


Director/Auth. Sign.

For Trishla Realtors Pvt. Ltd.


Director/Auth. Sign.

For Ideal Buildwell Pvt. Ltd.


Director/Auth. Sign.

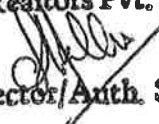
For Sedna Properties Pvt. Ltd.


Director/Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/Auth. Sign.

For Evergreen Realtors Pvt. Ltd.


Director/Auth. Sign.

For Parsvnath Developers Ltd.


Chairman/Director

For Symphony Realtors Pvt. Ltd.


Director/ Auth Sign.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign.

5

WHEREAS the first parties hereto have agreed independently to acquire lands in villages Raipur, Sultanpur, Fazilpur, Garh Sajanpur & Shapur Turk, Tehsil and Dist. Sonapat, 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 or Municipal Authorities as the case may be.

WHEREAS the parties hereto desire that the terms and conditions so agreed upon between them be reduced into writing in order to avoid any doubts, disputes or ambiguities thereabout in future.

NOW THEREFORE, THE DEED WITNESETH AS UNDER:-

1. That Associate Companies agree to acquire in their names such lands in and around villages Raipur, Sultanpur, Fazilpur, Garh Sajanpur & Shahpur Turk, Tehsil and Dist. Sonapat 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 shall also provide 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. 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.

For Arctic Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Spearhead Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Trishla Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Real Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Sedna Properties Pvt. Ltd.


Director/ Auth. Signatory

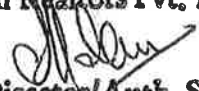
For Dreamweaver Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Parsvnath Developers Ltd.


Chairman/Director

For Evergreen Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Symphony Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign.

2. That the Associate Companies undertake to join the Developer Company in applying for the development licences to the Authorities concerned in Haryana 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 the Developer Company shall be free to collectively develop the lands including the lands acquired and delivered by the 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 condition for grant of development licence/licences.
4. That in case any part of the lands acquired by the associate companies is acquired by the Government for whatever reasons, the Developer Company shall 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 shall be borne by the developer company. The Associate Companies however undertake to do all such acts, deeds, things and matters as may be required for claiming the compensation etc from the State Government. 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

For Arctic Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Spearhead Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Trishla Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Ideal Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Sedna Properties Pvt. Ltd.


Director/ Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Parvsnath Developers Ltd.

For Evergreen Realtors Pvt. Ltd.

Director/ Auth. Sign.


Chairman/Director

For Symphony Realtors Pvt. Ltd.


Director/ Auth Sign.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign.

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 shall be borne/received by the Developer Company. The compensation etc so received or receivable shall be on the account of the Developer Company and the Associate Companies shall immediately make over the compensation received to the Developer Company, any deficiency or surplus being on the account of the Developer Company.

- 5. 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 is actually realized by the Developer Company or not. The Associate Companies shall not be liable for any loss arising out of non recovery of any part of such consideration.

For Arctic Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Spearhead Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Trichia Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Ideal Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Sedna Properties Pvt. Ltd.


Director/ Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Evergreen Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Parsvnath Developers Ltd.


Chairman/ Director

For Symphony Realtors Pvt. Ltd.


Director/Auth Sign.

For Harmony Buildwell Pvt. Ltd.


Director/Auth. Sign.

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6. 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 hereby undertakes to indemnify and indemnifies the associate companies against any such loss, demands, claims etc.
7. That the Associate Companies hereby undertake to execute such power/s or attorney/s in favour of the Developer Company as may be required or from time to time required to be executed by the associate companies for the purpose of effectuating and implementing this agreement 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. That in lieu of the above covenants undertaken by the Associate Companies, they shall be entitled to the consideration @ Rs.25,000/- per acre to accrue and become payable on the booking of sold areas by the Developer Company 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 is lost, the net area actually booked/sold shall be grossed up according to the terms of licences in order to match the areas

For Arctic Buildwell Pvt. Ltd.


Director/Auth. Sign.

For Spearhead Realtors Pvt. Ltd.


Director/Auth. Sign.

For Trishla Realtors Pvt. Ltd.


Director/Auth. Sign.

For Jeal Buildwell Pvt. Ltd.


Director/Auth. Sign.

For Sedna Properties Pvt. Ltd.


Director/Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/Auth. Sign.

For Evergreen Realtors Pvt. Ltd.


Director/Auth. Sign.

For Parsvnath Developers Ltd.


Chairman/Director

For Symphony Realtors Pvt. Ltd.


Director/ Auth Sign.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth Sign.

9

with the gross area acquired by the Associate Companies and the Developer Company for the purpose of payment of consideration @ Rs. 25,000/- per acre aforesaid.

9. That none of the Associate Companies shall create any charge or lien of any kind or nature on these lands except with the consent and at the instance of and for the benefit of the Developer Company.

10. That in case for any reason whatever this agreement at any time becomes incapable of performance, void or unenforceable for whatever reasons including force majeure circumstances, the Developer Company shall not be entitled to demand or enforce the recovery of the interest free funds advanced under this agreement and in lieu thereof, all the title, interests, or claims of the Associate Companies in the lands so acquired by them under this agreement shall stand forfeited to the Developer Company at a price equivalent to the interest free funds/advances outstanding against the Associate Companies. Likewise, credit shall also be given by the Developer Company to the Associate Companies in respect of all advances made by them out of the interest free funds provided by the Developer Company to the land owners for purchase of lands and outstanding against them pending execution of the sale deeds. The Associate Companies shall assign all their rights and interests in such advances in favour of/to the Developer Company.

For Arctic Buildwell Pvt. Ltd.


Director/ Auth Sign.

For Spearhead Realtors Pvt. Ltd.


Director/ Auth Sign.

For Trishia Realtors Pvt. Ltd.


Director/ Auth Sign.

For Ideal Buildwell Pvt. Ltd.


Director/ Auth Sign.

For Sedna Properties Pvt. Ltd.


Director/ Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Evergreen Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Parvsnath Developers Ltd.


Chairman/Director

For Symphony Realtors Pvt. Ltd


Director, Auth Sign.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign.

11. That nothing in this agreement shall preclude the Developer Company from entering into similar arrangements/agreements with other parties as it may deem fit for the purpose of extension of the projects in which case the lands so contributed by such parties shall also be included for working out on pro-rata basis, the land areas sold for the purpose of clause 8. Such arrangements/agreements already entered into/to be entered into by the Developer Company with other parties shall not in any manner impair or prejudicially affect the rights and obligations of the Associate Companies under this agreement.

12. That in the event of any dispute arising between the parties or their legal representatives about the interpretation of this agreement or their respective rights and liabilities thereunder or any other matter whatsoever touching upon the agreement whether in the course of or on after the termination of the agreement the same shall be referred to two arbitrators one to be appointed by the Developer Company and the other by the Associate Companies and their decision shall be binding on all the parties. In the event of difference of opinion between the arbitrators, the matter will be referred to and decided by an umpire to be elected by both the arbitrators.

For Arctic Buildwell Pvt. Ltd.


Director/ Auth. Sign.

For Spearhead Realtors Pvt Ltd.


Director/ Auth. Sign.

For Trishla Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign.


For Cedna Properties Pvt. Ltd.


Director/ Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Evergreen Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Parsynath Developers Ltd.


Chairman/Director

For Symphony Realtors Pvt. Ltd.

For Harmony Buildwell Pvt. Ltd.


Director/Auth Sign.

11


Director/Auth. Sign.

13. The Developer company shall however be allowed to create mortgage on the said land to raise loan from any bank/financial institution. The Associate companies shall pass necessary board resolution authorizing mortgage of the land in favour of the bank/institution as the case may be and also to give corporate guarantee in favour of the lender. In witness whereof the parties hereto have signed this agreement on the date in presence of the following witnesses:

For Arctic Buildwell Pvt. Ltd.

Director/Auth. Sign.



For Spearhead Realtors Pvt Ltd.

Director/Auth. Sign.




For Trishla Realtors Pvt. Ltd.


Director/Auth. Sign.



WITNESSES :-

1. 
P. K. JAIN
S-130, G.K II
N. Delhi

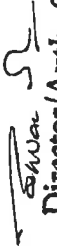
FIRST PARTY _____

2. 
M. S. Meeri
22 D, Plot A
Mayapuri Vihar Phase - 2
Delhi - 110001

DEVELOPERCOMPANY 

For Buildwell Pvt. Ltd.

Director/Auth. Sign.



For Odna Properties Pvt. Ltd.

Director/Auth. Signatory



For Dreamweaver Realtors Pvt. Ltd.

Director/Auth. Sign.



For Evergreen Realtors Pvt. Ltd.


Director/Auth. Sign.

For Parsvnath Developers Ltd.


Chairman/Director



AGREEMENT

THIS AGREEMENT is made and executed at New Delhi on this 10th day of December, 2004

BETWEEN

1. M/S EMERALD BUILDWELL PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001, through its Director, Mr. S.C. Wadhwa, duly authorized by the Board of Directors of the said Company, hereinafter called the 'FIRST PARTY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, representatives, administrators, nominees and assigns) etc;

2.M/S ANUBHAV BUILDWELL PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001, through its Director, Mr. M.C. Jain, duly authorized by the Board of Directors of the said Company, hereinafter called the 'SECOND PARTY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, representatives, administrators, nominees and assigns) etc;

The parties of First & Second Part hereinafter collectively referred to as "**Associate Companies**".

AND


For Emerald Buildwell Pvt Ltd.

For Anubhav Buildwell Pvt. Ltd.


Director/Auth. Sign.


Director/Auth. Sign.

For Parsvnath Developers Ltd.


Vice-President (Legal) &
Company Secretary



M/S. PARSVNATH DEVELOPERS LTD., a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Sixth Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001, acting through its Vice President (Legal) & Company Secretary, Mr. V. Mohan, duly authorized by the Board of Directors of the said Company, hereinafter referred to as the '**Developer Company**', which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, representatives, administrators, nominees and assigns) of the SECOND PART;

WHEREAS the Developer Company has been incorporated by the Promoters who have 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.

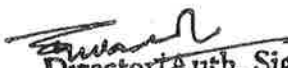
WHEREAS due to restrictions on holding of land, it is not possible for any single person to acquire and hold at any time more than permissible area of agricultural land till such time as the development licences are granted by the Haryana Government Authorities. It is therefore, not possible for a single developer/ holder of land to undertake a sizeable and viable colonization project.

WHEREAS the first ~~two~~ parties hereto have agreed independently to acquire lands in villages Raipur, Kumaspur, Sultanpur, Fazilpur, Garh Sajanpur & Shapur Turk, Tehsil & District Sonapat, 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 or Municipal Authorities as the case may be.

WHEREAS the parties hereto desire that the terms and conditions so agreed upon between them be reduced into writing in order to avoid any doubts, disputes or ambiguities thereabout in future.

For Emerald Buildwell Pvt Ltd.

For Anubhav Buildwell Pvt. Ltd.


Director/Auth. Sign.


Director/Auth. Sign.


For Parsvnath Developers Ltd.

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 shall be borne/ received by the Developer Company. The compensation etc. so received or receivable shall be on the account of the Developer Company and the Associate Companies shall immediately make over the compensation received to the Developer Company, any deficiency or surplus being on the account of the Developer Company.

5. 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 is actually realized by the Developer Company or not. The Associate Companies shall not be liable for any loss arising out of non recovery of any part of such consideration.
6. 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 hereby undertakes to indemnify and indemnifies the Associate Companies against any such loss, demands, claims etc.
7. That the Associate Companies hereby undertake to execute such Power/s or Attorney/s in favour of the Developer Company as may be required or from time to time required to be executed by the Associate Companies for the purpose of effectuating and implementing this agreement 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. That in lieu of the above covenants undertaken by the Associate Companies, they shall be entitled to the consideration @ Rs.25,000/- per acre to accrue and become payable on the

For Emerald Buildwell Pvt Ltd. For Anubhav Buildwell Pvt. Ltd.

For Parsvnath Developers Ltd.


Director/Auth. Sign.


Director/Auth. Sign.

Vice-President (Legal) &
Company Secretary

booking of sold areas by the Developer Company 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 is 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 @ Rs.25,000/- per acre aforesaid.

9. That it shall be open to any of the Associate Companies to opt out of this agreement by giving three months previous written notice in which case the Developer Company undertakes not to enforce the payment of interest free advances provided by it to such Associate Companies but to continue and adjust the same on booking of sales on pro-rata basis of the proportionate area as envisaged in the manner set out in clause 8 supra and such Associate Companies shall remain entitled to the payment of consideration as stipulated in clause 8.

10. That none of the Associate Companies shall create any charge or lien of any kind or nature on these lands except with the consent and at the instance of and for the benefit of the Developer Company.

11. That in case for any reason whatever this Agreement at any time becomes incapable of performance, void or unenforceable for whatever reasons including force majeure circumstances, the Developer Company shall not be entitled to demand or enforce the recovery of the interest free funds advanced under this agreement and in lieu thereof, all the title, interests, or claims of the Associate Companies in the lands so acquired by them under this agreement shall stand forfeited to the Developer Company at a price equivalent to the interest free funds/ advances outstanding against the Associate Companies. Likewise, credit shall also be given by the Developer Company to the Associate Companies in respect of all advances made by them out of the interest free funds provided by the Developer Company the land owners for purchase of lands and outstanding against them pending execution of the sale deeds. The Associate Companies shall assign all their rights and interests in such advances in favour of / to the Developer Company.

For Emerald Buildwell Pvt Ltd. For Anubhav Buildwell Pvt. Ltd

For Parsvnath Developers Ltd.


Director/Auth. Sign.


Director/Auth. Sign.

Vice-President (Legal) &
Company Secretary

12. That nothing in this agreement shall preclude the Developer Company from entering into similar arrangements/ agreements with other parties as it may deem fit for the purpose of extension of the projects in which case the lands so contributed by such parties shall also be included for working out on pro-rata basis, the land areas sold for the purpose of clause 8. Such arrangements/ agreements already entered into/ to be entered into by the Developer Company with other parties shall not in any manner impair or prejudicially affect the rights and obligations of the Associate Companies under this agreement.

13. That in the event of any dispute arising between the parties or their legal representatives about the interpretation of this agreement or their respective rights and liabilities thereunder or any other matter whatsoever touching upon the agreement whether in the course of or on or after the termination of the agreement the same shall be referred to two arbitrators one to be appointed by the Developer Company and the other by the Associate Companies and their decision shall be binding on all the parties. In the event of difference of opinion between the arbitrators, the matter will be referred to and decided by an umpire to be elected by both the arbitrators.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date in presence of the following witnesses:-

WITNESSES:

1. *C P Sivastava*
9-2, Anunachel,
19, BK Road,
N. Delhi

For Emerald Buildwell Pvt Ltd.
FIRST PARTY _____ *[Signature]*
Director/Auth. Sign.

For Anubhav Buildwell Pvt. Ltd.

SECOND PARTY _____ *[Signature]*
Director/Auth. Sign.

For and on behalf of
For Parsvnath Developers Ltd.
Parsvnath Developers Limited

2. *M. S. Nair*
6th floor, Anunachel
19, Basakambal Road
New Delhi-1.

Vice President (Legal) &
(V. Mahajan) Secretary
Vice President (Legal) & Company Secretary
Developer Company



AGREEMENT

THIS AGREEMENT is made and executed at New Delhi on this 24th day of January, 2005

BETWEEN

1. M/S YAMUNA BUILDWELL PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001, through its Director, Mr. Arun Mathur, duly authorized by the Board of Directors of the said Company, hereinafter called the 'FIRST PARTY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, representatives, administrators, nominees and assigns) etc;

AND

2. M/S NEELGAGAN REALTORS PVT. LTD., a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001, through its Director, Mr. T.P. Chauhan, duly authorized by the Board of Directors of the said Company, hereinafter called the 'SECOND PARTY' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, representatives, administrators, nominees and assigns) etc;

The parties of First' & Second Part hereinafter collectively referred to as "**Associate Companies**".

For Neelgagan Realtors Pvt. Ltd.

AND

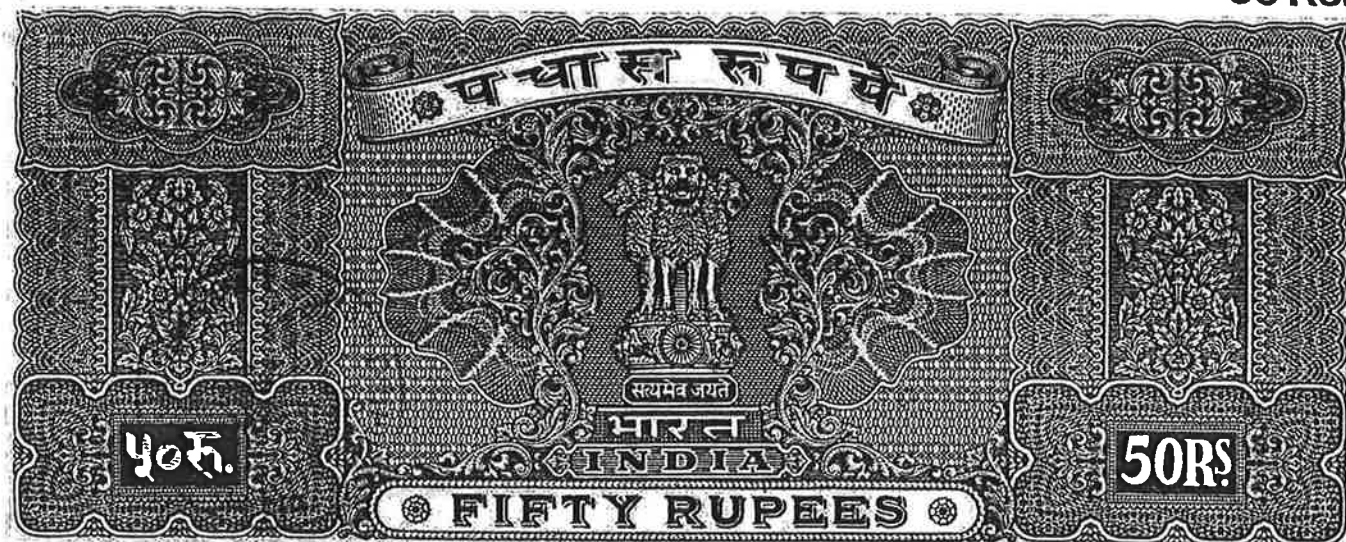
For Yamuna Buildwell Pvt. Ltd.

Director/Auth. Sign.

Director/Auth. Sign.

For Parsvnath Developers Ltd.

Vice-President (Legal) &
Company Secretary



M/S. PARSVNATH DEVELOPERS LTD., a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Sixth Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001, acting through its Vice President (Legal) & Company Secretary, Mr. V. Mohan, duly authorized by the Board of Directors of the said Company, hereinafter referred to as the '**Developer Company**', which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, representatives, administrators, nominees and assigns) of the SECOND PART;

WHEREAS the Developer Company has been incorporated by the Promoters who have 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.

WHEREAS due to restrictions on holding of land, it is 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 Haryana Government Authorities. It is therefore, not possible for a single developer/ holder of land to undertake a sizeable and viable colonization project.

WHEREAS the first ~~two~~ parties hereto have agreed independently to acquire lands in villages Raipur, Kumaspur, Sultanpur, Fazilpur, Garh Sajanpur & Shapur Turk, Tehsil & District Sonapat, 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 or Municipal Authorities as the case may be.

WHEREAS the parties hereto desire that the terms and conditions so agreed upon between them be reduced into writing in order to avoid any doubts, disputes or ambiguities thereabout in future.

For Neelgagan Realtors Pvt. Ltd.

For Yamuna Buildwell Pvt. Ltd.

Director/Auth. Sign

Director/Auth. Sign

For Parsvnath Developers Ltd.



NOW THEREFORE, THE DEED WITNESSETH AS UNDER:-

1. That Associate Companies agree to acquire in their names such lands in and around villages Raipur, Kumaspur, Sultanpur, Fazilpur, Garh Sajanpur & Shapur Turk, Tehsil & District Sonapat, Haryana , as may be the 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 shall also provide 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. 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 undertake to join the Developer Company in applying for the development licences to the authorities concerned in Haryana 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 the Developer Company shall be free to collectively develop the lands including the lands acquired and delivered by the 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 condition for grant of development licence/ licences.
4. That in case any part of the lands acquired by the Associate Companies is acquired by the Government for whatever reasons, the Developer Company shall 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., shall be borne by the Developer Company. The Associate Companies however undertake to do all such acts, deeds, things and matters as may be required for claiming the compensation etc. from the State Government. 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 Company concerned against the interest free advances made by the Developer Company to the Associate Companies under

For Parsvnath Developers Ltd.

For Neelgagan Realtors Pvt. Ltd.

For Yamuna Buildwell Pvt. Ltd.

Director/Auth. Sign

Director/Auth. Sign

Vice-President (Legal) &
Company Secretary

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 shall be borne/ received by the Developer Company. The compensation etc. so received or receivable shall be on the account of the Developer Company and the Associate Companies shall immediately make over the compensation received to the Developer Company, any deficiency or surplus being on the account of the Developer Company.

5. 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 is actually realized by the Developer Company or not. The Associate Companies shall not be liable for any loss arising out of non recovery of any part of such consideration.
6. 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 hereby undertakes to indemnify and indemnifies the Associate Companies against any such loss, demands, claims etc.
7. That the Associate Companies hereby undertake to execute such Power/s or Attorney/s in favour of the Developer Company as may be required or from time to time required to be executed by the Associate Companies for the purpose of effectuating and implementing this agreement 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. That in lieu of the above covenants undertaken by the Associate Companies, they shall be entitled to the consideration @ Rs.25,000/- per acre to accrue and become payable on the
 For Neelgagan Realtors Pvt. Ltd. For Yamuna Buidwell Pvt. Ltd.

For Parsvnath Developers Ltd.

Vice-President (Legal) &
Company Secretary


Director/Auth. Sign


Director/Auth. Sign

booking of sold areas by the Developer Company 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 is 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 @ Rs.25,000/- per acre aforesaid.

9. That it shall be open to any of the Associate Companies to opt out of this agreement by giving three months previous written notice in which case the Developer Company undertakes not to enforce the payment of interest free advances provided by it to such Associate Companies but to continue and adjust the same on booking of sales on pro-rata basis of the proportionate area as envisaged in the manner set out in clause 8 supra and such Associate Companies shall remain entitled to the payment of consideration as stipulated in clause 8.
10. That none of the Associate Companies shall create any charge or lien of any kind or nature on these lands except with the consent and at the instance of and for the benefit of the Developer Company.
11. That in case for any reason whatever this Agreement at any time becomes incapable of performance, void or unenforceable for whatever reasons including force majeure circumstances, the Developer Company shall not be entitled to demand or enforce the recovery of the interest free funds advanced under this agreement and in lieu thereof, all the title, interests, or claims of the Associate Companies in the lands so acquired by them under this agreement shall stand forfeited to the Developer Company at a price equivalent to the interest free funds/ advances outstanding against the Associate Companies. Likewise, credit shall also be given by the Developer Company to the Associate Companies in respect of all advances made by them out of the interest free funds provided by the Developer Company the land owners for purchase of lands and outstanding against them pending execution of the sale deeds. The Associate Companies shall assign all their rights and interests in such advances in favour of / to the Developer Company.

For Neelgagan Realtors Pvt. Ltd. For Yamuna Buildwell Pvt. Ltd.

For Parsvnath Developers Ltd.


Director/Auth. Sign


Director/Auth. Sign

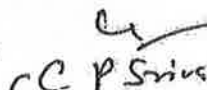
Vice-President (Legal) &
Company Secretary



12. That nothing in this agreement shall preclude the Developer Company from entering into similar arrangements/ agreements with other parties as it may deem fit for the purpose of extension of the projects in which case the lands so contributed by such parties shall also be included for working out on pro-rata basis, the land areas sold for the purpose of clause 8. Such arrangements/ agreements already entered into/ to be entered into by the Developer Company with other parties shall not in any manner impair or prejudicially affect the rights and obligations of the Associate Companies under this agreement.


13. That in the event of any dispute arising between the parties or their legal representatives about the interpretation of this agreement or their respective rights and liabilities thereunder or any other matter whatsoever touching upon the agreement whether in the course of or on or after the termination of the agreement the same shall be referred to two arbitrators one to be appointed by the Developer Company and the other by the Associate Companies and their decision shall be binding on all the parties. In the event of difference of opinion between the arbitrators, the matter will be referred to and decided by an umpire to be elected by both the arbitrators.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date in presence of the following witnesses:-

WITNESSES:

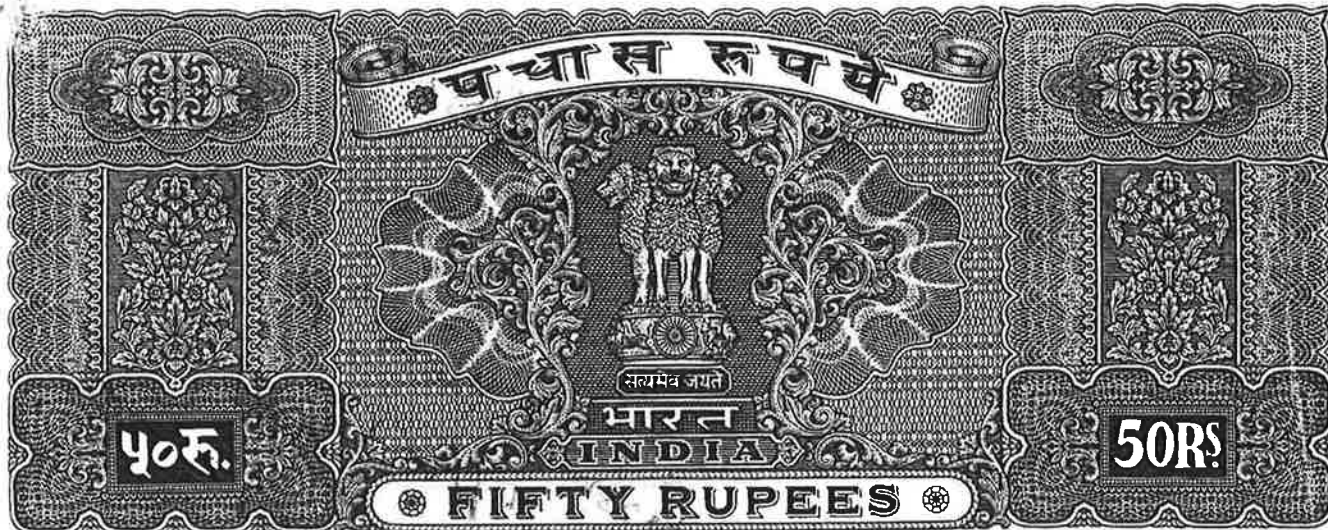
1. 
C.P. Srivastava
G-2, Anusachal,
19, BK Road,
New Delhi

For Yamuna Buildwell Pvt. Ltd.
FIRST PARTY  Director/Auth. Sign.
For Neelgagan Realtors Pvt. Ltd.
SECOND PARTY  Director/Auth. Sign

2. 
M.S. Jain
6th floor, Anusachal
19, Bazar Chokor Road
New Delhi - 110 001.

For and on behalf of
Parsvnath Developers Limited

Vice President (Legal) & Company Secretary
Developer Company



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A 572240

AGREEMENT

This Agreement is made on this *10th* day of October 2005 by and between

M/s Jaguar Buildwell Pvt. Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi-110 001 through its Director namely Shri S.C. Wadhwa, s/o. Late Shri M.L. Wadhwa r/o. J-5/57, Rajouri Garden, New Delhi-110027 duly authorized by its Board of Directors vide Resolution dated 27th July, 2005 (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 '**Associate Company**'.

AND

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

For Parsvnath Developers Ltd.

Vice-President (Legal) &
Company Secretary

1

For Jaguar Buildwell Pvt Ltd.

[Signature]
for Jagdish Chandra Bhatnagar Sign.

successors and assigns) hereinafter referred to as the 'Developer Company'.


WHEREAS the Developer Company has been incorporated by the Promoters who have 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.

WHEREAS due to restrictions on holding of land, it is 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 Haryana Government Authorities. It is therefore, not possible for a single developer/holder of land to undertake a sizeable and viable colonization project.

WHEREAS the first party hereto has agreed independently to acquire lands in villages Raipur, Sultanpur, Fazilpur, Garh Sajanpur & Shapur Turk, Tehsil and Dist. Sonepat, 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 or Municipal Authorities as the case may be.

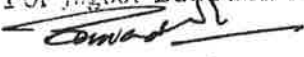
WHEREAS the parties hereto desire that the terms and conditions so agreed upon between them be reduced into writing in order to avoid any doubts, disputes or ambiguities thereabout in future.

For Parsvnath Developers Ltd.


Vice-President (Legal) &
Company Secretary

2

For Jagat Euidwell Pvt. Ltd.


for Jagat Euidwell Pvt. Ltd.
Director/Sign.

NOW THEREFORE, THE DEED WITNESETH AS UNDER:-

1. That Associate Company agrees to acquire in its name such lands in and around villages Raipur, Sultanpur, Fazilpur, Garh Sajanpur & Shahpur Turk, Tehsil and Dist. Sonapat 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 Company. The Developer Company shall also provide interest free finances to meet the advances required to be made by the associate company 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 company. The Associate Company 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 Company undertakes to join the Developer Company in applying for the development licences to the Authorities concerned in Haryana 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 the Developer Company shall be free to collectively develop the lands including the lands acquired and delivered by the associate company in such manner in its absolute discretion as is considered expedient by it but subject to and in accordance with the conditions,

For Parsvnath Developers Ltd.

Vice-President (Legal) &
Company Secretary

3

For Jaguar Buildwell Pvt. Ltd.

[Signature]
In Charge Buildwell Pvt. Ltd.
Director/ Auth. Sign.

instructions, directions etc issued by the State Government as condition for grant of development licence/licences.

4. That in case any part of the lands acquired by the associate company is acquired by the Government for whatever reasons, the Developer Company shall immediately make good to the Associate Company any loss arising by way of such acquisition and all the costs and expenses for ensuing litigation regarding claim of compensation etc shall be borne by the developer company. The Associate Company however undertakes to do all such acts, deeds, things and matters as may be required for claiming the compensation etc from the State Government. 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 Company concerned against the interest free advances made by the Developer Company to the Associate Company under clause 1 supra and to that extent the interest free advances outstanding against the Associate Company shall stand reduced. Any deficiency/surplus arising on settlement of compensation shall be borne/received by the Developer Company. The compensation etc so received or receivable shall be on the account of the Developer Company and the Associate Company shall immediately make over the compensation received to the Developer Company, any deficiency or surplus being on the account of the Developer Company.
5. That lands will be developed and marketed/sold by the Developer Company entirely at its own cost, risk and

For Parsvnath Developers Ltd.


Vice-President (Legal) &
Company Secretary

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For Jaguar Buildwell Pvt. Ltd.


for Jaguar Buildwell Pvt. Ltd. Sign.

expense and except for their entitlement to consideration stipulated in clause 8 infra, the associate company 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 company in relation to the proportionate areas booked as sale by the Developer Company irrespective of whether the consideration is actually realized by the Developer Company or not. The Associate Company shall not be liable for any loss arising out of non recovery of any part of such consideration.

6. That none of the Associate Company 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 hereby undertakes to indemnify and indemnifies the associate company against any such loss, demands, claims etc.
7. That the Associate Company hereby undertakes to execute such power/s or attorney/s in favour of the Developer Company as may be required or from time to time required to be executed by the associate company for the purpose of effectuating and implementing this agreement and to do all such acts, deeds, matters and things as

For Parsvnath Developers Ltd.

Vice-President (Legal) &
Company Secretary

5


for Jagannath Builders (P) Ltd.,
Director/Auth. Sign.

Associate Company in the lands so acquired by them under this agreement shall stand forfeited to the Developer Company at a price equivalent to the interest free funds/advances outstanding against the Associate Company. Likewise, credit shall also be given by the Developer Company to the Associate Company in respect of all advances made by them out of the interest free funds provided by the Developer Company to the land owners for purchase of lands and outstanding against them pending execution of the sale deeds. The Associate Company shall assign all their rights and interests in such advances in favour of/to the Developer Company.

11. That nothing in this agreement shall preclude the Developer Company from entering into similar arrangements/agreements with other parties as it may deem fit for the purpose of extension of the projects in which case the lands so contributed by such parties shall also be included for working out on pro-rata basis, the land areas sold for the purpose of clause 8. Such arrangements/agreements already entered into/to be entered into by the Developer Company with other parties shall not in any manner impair or prejudicially affect the rights and obligations of the Associate Company under this agreement.

12. That in the event of any dispute arising between the parties or their legal representatives about the interpretation of this agreement or their respective rights and liabilities thereunder or any other matter whatsoever touching upon the agreement whether in the course of or on after the termination of the agreement the same shall be referred to two arbitrators one to be

For Parsvnath Developers Ltd.


Vice-President (Legal) &
Company Secretary

7

For Jaguar Buildwell Pvt Ltd.

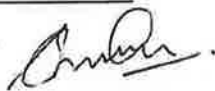

Director / Auth. Sign.

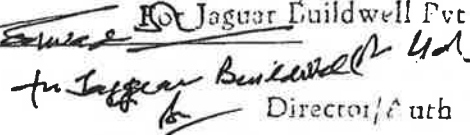
appointed by the Developer Company and the other by the Associate Company and their decision shall be binding on all the parties. In the event of difference of opinion between the arbitrators, the matter will be referred to and decided by an umpire to be elected by both the arbitrators.

13. The Developer company shall however be allowed to create mortgage on the said land to raise loan from any bank/financial institution. The Associate company shall pass necessary board resolution authorizing mortgage of the land in favour of the bank/institution as the case may be and also to give corporate guarantee in favour of the lender.

In witness whereof the parties hereto have signed this agreement on the date in presence of the following witnesses:


WITNESSES :-

1. 
(S. CHELLA)
600/7, "SRI NITHI"
Shalimar Garden
Extn. I,
Sahibabad (U.P.).

FIRST PARTY ~~Signature~~ 
For Jaguar Buildwell Pvt Ltd.
Director/Author Sign.

For Parsvnath Developers Ltd.

DEVELOPERCOMPANY _____


Vice-President (Legal) &
Company Secretary