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DELHI

FORM LC-IV

48AA 412717

AGREEMENT BY THE OWNERS OF LAND INTENDING TO SET UP A RESIDENTIAL COLONY.

This Agreement is made on this 11th day of July, 2012

BETWEEN

(1) M/s Mirage Buildwell Pvt. Ltd., (2) M/s Navneet Realtors Pvt. Ltd., (3) M/s Banita Buildcon Pvt. Ltd., (4) M/s Perpetual Infrastructure Pvt. Ltd., (5) M/s Afra Infrastructure Pvt. Ltd., C/O M/s Parsvnath Developers Ltd., having its Regd. Office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 (hereinafter referred to as the Owner) acting through its authorized Signatory Mr. Sanjeev Jain, Managing Director of the ONE Part

AND

The Governor of Haryana, acting through the Director General, Town and Country Planning, Haryana (hereinafter referred to as the Director General) of the ONE Part.

DG, TCP (HR)

For Parsvnath Developers Ltd.



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WHEREAS the Owner is in possession of the land mentioned in the Annexure hereto for the purpose of covering it into a Residential colony.

AND WHEREAS under rule 11 of the Haryana Development and Regulations of Urban Areas Rules, 1976 (hereinafter referred to as the said "rules") one of the conditions for the grant of licence is that the Owner shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a Residential Colony on the land measuring 50.564 acres falling in the revenue estate of Kasba Karnal Sectors 35, District Karnal (Haryana).

NOW THIS DEED WITNESSETH AS FOLLOWS:

1' In consideration of the Director agreeing to grant licence to the Owners to set up the said Residential colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in the Rule-11 of the Haryana Development and Regulation of Urban Ares Rules, 1976 the Owner hereby covenants as follows:

a) That the Owner shall deposit 30% (thirty percent) of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner towards meeting the cost of Internal Development works in the colony.

b) That the Owner undertakes to pay the proportionate External Development Charges (EDC), as per rate schedule, terms and conditions hereunder.

c) That the Owner undertakes to pay the proportionate external development charges at the tentative rate of Rs. 40.535 Lacs per acre for plotted area measuring 48.541 acres and at the tentative rate of Rs. 162.14 lacs per acres for 2.023 acres for Commercial area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana, Chandigarh either in Lump-sum within 30 days from the date of grant of licence or in 10 (Ten) equated six monthly installments of 10% each in the following manner:

For Parsvnath Developers Ltd.

[Handwritten Signature]

(Managing Director)




DG, TCP (HR)

VETTED
[Signature]
D. A. 11/10/20

- i) First installment shall be payable within a period of 30 days from the date of grant of licence.
- ii) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% (simple) per annum on the unpaid portion of the amount.
- d) In the event of increase in EDC rates the colonizer shall pay the enhanced amount of External Development Charges (EDC) and the interest on installments, if any, from the date of grant of licence and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
- e) In case the colonizer ask for a completion Certificate, before the payment of External Development Charges they would have to first deposit the entire EDC and only thereafter the grant of completion certificate would be considered..
- f) The unpaid amount of External Development Charges would carry an interest of 12% (simple) per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable up to a period of three months and additional three months with the permission of Director.
- g) In case Haryana Urban Development Authority executing external development works completes the same before the due date and consequently requires charges for the same, the Director shall be empowered to call upon the colonizers to pay the EDC even before the completion of four years period and the colonizer shall be bound to do so.
- h) ~~Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director from time to time.~~

For Parsvnath Developers Ltd.




DG, TCP (HR)

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i) The Colonizer will arrange the electric connection from the outside source for electrification of their colony from the Haryana Vidhyut Prasaran Nigam (HVPN). If the Owner fail to seek electric connection from Haryana Vidhyut Prasaran Nigam (HVPN) the Director shall recover the cost from the Owner and deposit the same with Haryana Vidhyut Prasaran Nigam (HVPN). However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the Owner, for which the colonizer will be required to get the electrical (distribution) "services plan/estimates" approved from the agency responsible for installation of "external electrical service" i.e. HVPN/UHBNL/DHBNL, Haryana and complete the same before obtaining completion certificate for the colony.

j) NO EDC would be recovered from the EWS/LIG categories of allottees.

k) That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of licence as and when necessary and the Owner shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director General, along with interest from the date of grant of Licence.

l) That the Owner shall be responsible for the maintenance and upkeep of the colony for the period of five years from the date of the issue of completion certificate under rule 15 of the Rules, unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks, public health services free of cost to the Govt. or the Local Authority as the case may be.

m) That the Owner shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose or undertake to transfer to the Government at any time, if so desired by the Govt. free of cost, the land set apart for schools, hospitals, community centers and other community buildings in which case the Govt. shall be at liberty to transfer such land to any person or institution including the Local Authority on such terms and conditions as it may lay down.

For Parsvnath Developers Ltd.



DG, TCP (HR)

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No third party/subsequent rights will be created without obtaining the prior permission of the DTCP.

All the community buildings will be got constructed by the colonizer within time period so specified by the Director.

- n) That the Owner shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed areas as a whole.
- o) That the Owner shall complete the internal development works within four years of the grant of the licence.
- p) That the owner shall deposit infrastructure development charges @ Rs. 250/- per sq.m for plotted area and Rs. 500/- per sq.m for commercial area of the total gross area of the colony in two equal installments. The first installment of the infrastructure development charges shall be deposited by the Owner within 60 days from the date of grant of licence and the second installment to be deposited within six months from the date of licence. Failing which 18% (simple) per annum interest will be paid for the delayed period.
- q) That the Owner shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- r) That the Owner shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- s) That without prejudice to anything contained in this agreement, all the provisions contained in the Act and the Rules shall be binding on the Owner.
- t) That the owner shall give the requisite land for the treatment works (Oxidation ponds) and for broad Irrigation purposes at his own cost till the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.

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[Signature]

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For Parsvnath Developers Ltd.

[Signature]

(Managing Director)



[Signature]
DG, TCP (HR)

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2. Provided always and it is hereby agreed that if the Owner commits any breach of the terms and conditions of this agreement or violate any provisions of the Act and Rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to him.
3. That the Owner shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of Licence to enable provision of site in licensed land Transformers/Switching Stations/Electric sub stations as per the norms prescribed by the power utility in the zoning plan of the project.
4. Upon cancellation of the licence under clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation or Urban Areas Rules, 1976 as amended up to date. The bank guarantee in that event shall stand forfeited in favour of the Director.
5. The Stamp duty and registration charges on this deed shall be borne by the Owner.
6. The expression "The Owner" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.
7. After the development works in respect of the Residential Colony have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf from the Owner, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the colony taken in parts, only the part of Bank Guarantee corresponding to the part of the colony completed shall be released and provided further that Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of completion certificate under Rule 16 or earlier in case, the Owner is relieved of the responsibilities in this behalf by the Government. However, the bank guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner.

For Parsvnath Developers Ltd.



(Managing Director)



UG, TCP (HR)

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IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. *Sarav*
Vijay Sarav
#1198/8C
Chandigarh

WITNESSES

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THE OWNER **Parsvnath Developers Ltd.**

[Signature]
(Managing Director)

[Signature]
Director General
Town & Country Planning,
Haryana, Chandigarh

VERIFIED
[Signature]
D. A. HOI



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चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)

02AA 105493

FORM LC-IV
(See Rule-11)

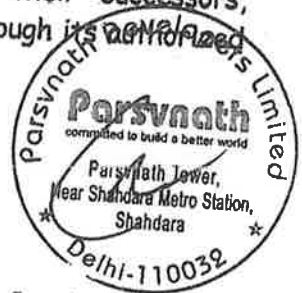
AGREEMENT BY THE OWNERS OF LAND INTENDING TO SET UP A RESIDENTIAL PLOTTED COLONY

This Agreement is made on this 29th day of AUGUST, 2014

BETWEEN

(1) M/s Prosperity Infrastructure Pvt. Ltd., (2) M/s Navneet Realtors Pvt. Ltd., (3) M/s Perpetual Infrastructure Pvt. Ltd., (4) M/s BanitaBuildcon Pvt. Ltd., (5) M/s Afra Infrastructure Pvt. Ltd., (6) M/s Silverstreet Infrastructure Pvt. Ltd., (7) M/s Dhiran Real Estate Pvt. Ltd., C/O M/s Parsvnath Developers Ltd., having its Regd. Office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 (hereinafter referred to as the Owner/Developers) which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized Signatory Mr. Raj Kumar Sinha, Vice president, of the ONE-Part

AND



The Governor of Haryana, acting through the Director, Town and Country Planning, Haryana (hereinafter referred to as the Director) of the Other Part

[Signature]
DD, TCP (HRY)



For Parsvnath Developers Ltd.
[Signature]
Authorised Signa.

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WHEREAS the Owner/Developer is in possession of the land mentioned in the Annexure hereto for the purpose of covering it into a Residential Plotted Colony.

AND WHEREAS under rule 11 of the Haryana Development and Regulations of Urban Areas Rules, 1976 (hereinafter referred to as the said "rules") one of the conditions for the grant of licence is that the Owner/ Developer shall enter into an agreement for carrying out and completion of development works in accordance with the licence finally granted for setting up a Residential Plotted Colony on the additional land measuring 30.572 acres falling in the revenue estate of KasbaKarnal Sectors 35, District Karnal (Haryana).

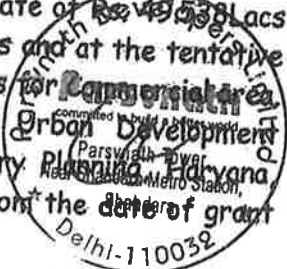
NOW THIS DEED WITNESSETH AS FOLLOWS:

1 In consideration of the Director agreeing to grant licence to the Owners/ Developer to set up the said Residential Plotted colony on the land mentioned in Annexure hereto on the fulfillment of all the conditions laid down in the Rule-11 of the Haryana Development and Regulation of Urban Ares Rules, 1976 the Owner/ Developer hereby covenants as follows:

a) That the Owner/ Developer shall deposit 30% (thirty percent) of the amount realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in a Scheduled Bank and that this amount shall only be utilized by the Owner/ Developer towards meeting the cost of Internal Development works in the colony.

b) That the Owner/ Developer undertake to pay the proportionate External Development Charges (EDC), as per rate schedule, terms and conditions hereunder.

1. That the Owner/ Developer undertakes to pay the proportionate external development charges at the tentative rate of Rs. 49,538 Lacs per acre for plotted area measuring 30.365 acres and at the tentative rate of Rs. 215,807 lacs per acres for 0.207 acres for Commercial Area. These charges shall be payable to Haryana Urban Development Authority through the Director, Town & Country Planning, Haryana, Chandigarh either in Lump-sum within 30 days from the date of grant



DG, TCP (HR)
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For Parsvnath Developers Ltd.

Authorised Signatory

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of licence or in 10 (Ten) equated six monthly installments of 10% each in the following manner:

- (i) First installment shall be payable within a period of 30 days from the date of grant of licence.
 - (ii) Balance 90% in nine equated six monthly installments along with interest at the rate of 12% (simple) per annum on the unpaid portion of the amount. However, at the time of the grant of Occupation Certificate nothing will be outstanding on account of EDC.
2. That the colonizer/developer shall pay the EDC, as per schedule date as and when demanded by the Director General, Town and Country planning, Haryana, Chandigarh.
 3. In the event of increase in EDC rates the colonizer shall pay the enhanced amount of External Development Charges (EDC) and the interest on installments, if any, from the date of grant of licence and shall furnish the Additional Bank Guarantee, if any, on the enhanced EDC rates.
 4. For the grant of completion certificate, the payment of EDC shall be prerequisite along with the valid licence and Bank Guarantee.
 5. That the Owner/Developer shall specify the detail of calculation per Sq.m/Per Sq. Ft which is being demanded from plot owners on account of EDC/IDC, if being charged separately as per rates fixed by the Govt.
 6. The unpaid amount of External Development Charges would carry an interest of 12% (simple) per annum and in case of any delay in the payment of installments on the due date an additional penal interest of 3% per annum (making the total payable interest 15% per annum) would be chargeable up to a period of three months and additional three months with the permission of Director.
 7. In case, Haryana Urban Development Authority, executing external development works before the final payment of EDC, shall be empowered to call upon the colonizer to pay the balance EDC in lump-sum even before the completion and the colonizer shall be bound to make the payment with the period so specified.

[Signature]
DG, TCP (HR)



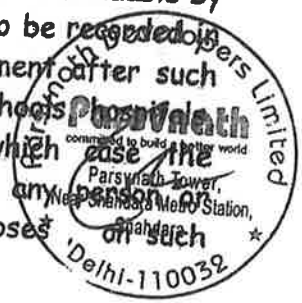
For Parsvnath Developers Ltd.
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Authorised Signatory

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- 8. Enhanced compensation on the land cost, if any, shall be payable extra as decided by the Director from time to time.
- 9. That the rates, schedule and terms and conditions of external development charges may be revised by the Director during the period of license as and when necessary and the Owner/ Developer shall be bound to pay the balance of enhanced charges, if any, in accordance with the rates, schedule and terms and conditions so determined by the Director General.
- (c) The Colonizer will arrange the electric connection from the outside source for electrification of their colony from the Haryana Vidhyut Prasaran Nigam (HVPN). If the Owner fails to seek electric connection from Haryana Vidhyut Prasaran Nigam (HVPN) the Director shall recover the cost from the Owner and deposit the same with Haryana Vidhyut Prasaran Nigam (HVPN). However, the installation of internal electricity distribution infrastructure as per the peak load requirement of the colony shall be the responsibility of the Owner, for which the colonizer will be required to get the electrical (distribution) "services plan/estimates" approved from the agency responsible for installation of "external electrical service" i.e. HVPN/UHBNL/ DHBVNL, Haryana and complete the same before obtaining completion certificate for the colony.
- (d) NO EDC would be recovered from the EWS categories of allottees.
- (e) That the Owner/ Developer shall be responsible for the maintenance and upkeep of the colony for the period of five years from the date of the issue of completion certificate under Rule 16 of the Rules, unless earlier relieved of this responsibility, when the Owner/ Developer shall transfer all such roads, open spaces, public parks, public health services free of cost to the Govt. or the Local Authority as the case may be.
- (f) That the Owner/ Developer shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of five years from the date of grant of licence extendable by the Director for another period of two years, for reasons to be recorded in writing, failing which the land shall vest with the Government after such specified period, free of cost, the land set apart for schools, hospitals, community centers and other community buildings in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, for the said purposes on such terms and conditions, as it may deem fit.



[Signature]
 DG, TCP (HR)
[Initials]



For Parsvnath Developers Ltd
[Signature]
 Authorised Signatory

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No third party/subsequent rights will be created without obtaining the prior permission of the DG, TCP.

All the community buildings will be got constructed by the colonizer within time period so specified by the Director.

- (g) That the Owner/ Developer shall be individually as well as jointly be responsible for the individual plan of licensed area as well as total combined plans of the licensed areas as a whole.
- (h) That the Owner/ Developer shall complete the internal development works within four years of the grant of the licence.
- (i) That the Owner/ Developer shall deposit infrastructure development charges @ Rs. 250/- per sq.m against gross licensed area excluding commercial site and Rs. 500/- per sq.m against area designated for commercial area through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal instalments. The first installment of the infrastructure development charges shall be deposited by the Owner within 60 days of grant of licence and the second installment to be deposited within six months from the date of licence failing which 18% (simple) per annum interest will be paid for the delayed period.
- (j) That the Owner/ Developer shall carry out at his own expenses any other works which the Director may think necessary and reasonable in the interest of proper development of the colony.
- (k) That the Owner/ Developer shall permit the Director or any other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonizer shall carry out all directions issued to him for ensuring due compliance of the execution of the layout plans and the development works in accordance with the licence granted.
- (l) That without prejudice to anything contained in this agreement and the provisions contained in the Act and the Rules shall be binding on the Owner.
- (m) That the Owner/ Developer shall give the requisite land for the treatment works (Oxidation ponds) and for broad Irrigation purposes at his own cost.


DG, TCP (HR)



For Parsvnath Developers Ltd.


Authorised Signatory



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the completion of external sewerage system by HUDA and make their own arrangements for temporary disposal or give the requisite land.

2. That the Owner/ Developer shall convey the "Ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of Licence to enable provision of site in licensed land Transformers/Switching Stations/Electric sub stations as per the norms prescribed by the power utility in the zoning plan of the project.
3. Provided always and it is hereby agreed that if the Owner/ Developer commits any breach of the terms and conditions of this agreement or violate any provisions of the Act and Rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to him.
4. Upon cancellation of the licence under clause 3 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation or Urban Areas Rules, 1976 as amended up to date. The bank guarantee in that event shall stand forfeited in favour of the Director.
5. The Stamp duty and registration charges on this deed shall be borne by the Owner/ Developer
6. The expression "The Owner/ Developer" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.
7. After the development works in respect of the Residential Colony have been completed by the owner in accordance with the approved plans and specifications and a completion certificate in respect thereof has been issued, the Director may, on an application in this behalf from the Owner, release the Bank Guarantee or part thereof, as the case may be. Provided that, if the completion of the colony taken in parts, only the part of Bank Guarantee corresponding to the part of the colony completed shall be released and provided further the Bank Guarantee equivalent to 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the colony for a period of 5 years from the date of completion certificate under Rule 16 or earlier in case, the Owner/ Developer shall be relieved of the responsibilities in this behalf by the Government. ~~However, the bank guarantee regarding the external development charges shall be released by the Director in proportion to the payment of the external development charges received from the Owner/ Developer.~~



[Signature]
 DG, TCP (HR)
[Initials]



For Parsvnath Developers Ltd
[Signature]
 Authorised Signatory


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IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR HAVE SIGNED THIS DEED ON THE DATE, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES

1. 
VIJAY SAINI
1198/8C
Chandigarh

For Parsvnath Developers Ltd.
For Parsvnath Developers Ltd.


Authorised Signatory

(Authorised Signatory)

WITNESSES

1. 
Director General
Chandigarh

DIRECTOR GENERAL,
TOWN AND COUNTRY PLANNING, HARYANA,
CHANDIGARH
FOR AND ON BEHALF OF THE GOVERNOR OF
HARYANA


Director General
Town & Country Planning,
Haryana, Chandigarh



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BILATERAL AGREEMENT BY THE OWNERS OF LAND INTENDING TO SET UP A RESIDENTIAL COLONY 48AA 412718

This Agreement is made on this 11th day of July, 2012

BETWEEN

(1) M/s Mirage Buildwell Pvt. Ltd., (2) M/s Navmeet-Realtors Pvt. Ltd., (3) M/s Banita Buildcon Pvt. Ltd., (4) M/s Perpetual Infrastructure Pvt. Ltd., (5) M/s Afra Infrastructure Pvt. Ltd., C/O M/s Parsvnath Developers Ltd., having its Regd. Office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 (hereinafter referred to as the Owner) acting through its authorized Signatory Mr. Sanjeev Jain, Managing Director of the ONE Part

AND

The Governor of Haryana, acting through the Director, Town & Country Planning (Haryana) (herein after referred to as the DIRECTOR) of the OTHER Part.

WHEREAS in addition to Agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "rules") and the conditions laid down thereon for grant of license, the owner shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a Residential Colony on the land

For Parsvnath Developers Limited
Parsvnath Metro Tower,
Near Shahdara Metro Station,
Shahdara
Delhi-110032
(Managing Director)

DG, TCP (HR)

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A. (HQ)

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admeasuring 50.564 Acres falling in the revenue estate of Kasba Karnal, Sector 35, Tehsil and District Karnal, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owners:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSTH AS FOLLOWS:

1 In consideration of the Director agreeing to grant Licence to the Owner to set up the said colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives authorised agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner hereunder covenanted by him as follows:

i) That the Owner shall reserve 20% of the total number of residential plots for allotment to EWS/LIG categories (normally of the sizes of 50 square meters, 75 square meters, 100 square meters and 125 square meters or otherwise approved) specifically in the Layout plan approved by the Director. These plots shall be allotted at the rate of Rs. 500/- per Sq. yards.

ii) The owner shall allot 50% of EWS plots in the residential plotted colonies to the Housing Board Haryana @ Rs. 500/- per Sq. Yard. Housing Board Haryana will construct flats on this land and allot the same at reasonable cost approved by the Government to the Below Poverty Line (BPL) families only.

iii) The remaining 50% plots as mentioned in clause (ii) will be allotted @ Rs. 500 /- per Sq. yd or Rs. 600/- per Sq. M by the colonizer with the following eligible criteria:

a) Any person registered under BPL family and includes his/here spouse or his/her dependent, children who do not own any flat/plot in any HUDA Sector/licensed colony in any of the Urban Areas in the State, will be eligible for making the application.

b) First preference will be given to the BPL families in the same town and followed by listed in the District and the State.



For Parsvnath Developers Ltd.

[Handwritten Signature]
(Managing Director)

[Handwritten Signature]
DG, TCP (HR)

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[Handwritten Signature]
D. A. (HQ)

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c) Complete Scheme shall be floated for allotment in one go within four months of grant of licence or sanction of Building plans whichever is later and possession of plot shall be offered within the valid licensed period of 4 years.

d) To make the scheme transparent, advertisement will be give in one of the leading English National daily and two newspapers in vernacular languages having circulation of more than ten thousand copies in the said District and should include details like schedule of payment, number of plots, size etc. The advertisement should also highlight the other essential requirements as envisaged in this policy.

e) The allotment will be done through draw of lots in the presence of Committee consisting of Deputy Commissioner or his representative (atleast of the cadre of Haryana Civil Services), Senior town Planner of the Circle, Representative of Director, Town & Country Planning (DTCP) and developer/colonizer concerned.

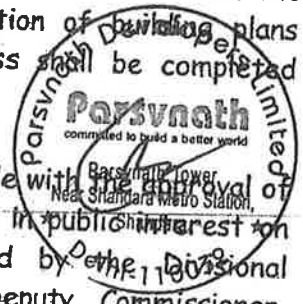
f) The date of draw of lots will be fixed by DTCP and the results will also be published in the newspapers as referred in (d) above.

g) The allotment of these plots shall be made through draw of lots to the eligible persons, whose total family income inclusive of the income of the husband, wife and dependent children does not exceed as prescribed by Govt., after inviting applications through press. The tentative number of plots with sizes shall also be announced. The owner shall charge 10% of the total cost of such plots as registration/earnest money.

iv) The scheme shall be advertised within 4 months of the issue of the terms and conditions of licence or sanction of building plans whichever is later. The allotment process shall be completed within 8 months of issue of advertisement.

v) The allotment of these plots can also be made with the approval of the Govt. to a specific category of people in public interest on recommendations of a Committee headed by the Divisional Commissioner consisting of concerned Deputy Commissioner, Administrator, HUDA, STP & DTP. This category may include slum-

VETTED
D. A. (HQ)



For Parsvnath Developers Ltd.

[Handwritten Signature]

(Managing Director)

[Handwritten Signature]
DG, TCP (HR)

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dwellers, occupying precious Government land and who are to be rehabilitated as per policy/court orders etc. or persons who have constructed houses on the acquired land and are eligible for rehabilitated as per Government decision/court orders or the persons who have to be allotted ousters quota plots but the same are not readily available with HUDA Government.

- vi) That no annual maintenance charges are recoverable from EWS plots/ flat holders. However, the colonizer/Association can recover user charges like water supply, sewerage, electricity etc. from the beneficiaries if such services are provided by the colonizer/ Association.
- vii) The colonizer can execute a plot /flat Buyer Agreement with the allottee of EWS plot/ flat, but the same should be within the purview of the EWS policy framed by the State Government.
- viii) No security deposit or refundable contingency deposit shall be demanded by the colonizer from EWS plot/ flat holders.
- ix) If there is an increase in the prescribed minimum size of EWS plot / flat, then extra amount can be recovered at the prescribed rate from the EWS plot / flat holders.

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D. A. HQ

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That the Owner shall further reserve 25% of the residential plots of "No Profit No Loss" category (normally of sizes of 125 square meters, 150 square meters, 200 square meters, 225 square meters or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner.

- i) That the Owner shall allot these plots to the applicants registered with him during the course of his business. In case number of persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.
- ii) That the Owner shall allot remaining 25% of "No Profit No Loss" plots to:
 - a) Non-Resident Indians against Foreign Exchange.
 - b) The land Owners whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.



For Parsvnath Developers Ltd.

[Signature]
(Managing Director)

DG, TCP (HR)

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- c) Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the Owner.
- d) Such persons whom the Owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in such clause (i) and (ii).

Provided that, in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with regard to the payment of earnest money and acceptance of usual terms and conditions within the stipulated time, prescribed by the Owner.

3. That the remaining 55% of the total number of residential plots of sizes above 225 square meter would be sold by the Owner in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots, as provided under clause (1) and (2).
4. That the Owner while advertising for the sale of plots in open market shall ensure the allotment of other categories of plots proportionately.
5. That the Owner shall submit the list of allottee(s) to the Director twice a year.
6. That the record of such allotment shall be open for inspection by the State Government.
7. That the Owner shall derive maximum net profit @ 15% of the total project cost of development of a colony after making provisions of statutory taxes, in case, the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited, within two months in the State Government Treasury by the Owner or he shall spend this money on further amenities/facilities in his colony for the benefit of the residents therein.
8. That the Owner shall submit the following certificates to the Director within 90 days of the full and final completion of the project by the Chartered Accountant that:

- a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme.

For Parsvnath Developers Ltd.

(Managing Director)

DG, TCP (HR)

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D. A. HQ



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b) A minimum of 20% in case of EWS/LIG and 25% of "No Profit No Loss" plots as provided in sub-clause (i) of Clause (i) and (ii) of Clause 2 above have been allotted at the subsidized price of EWS/LIG & "No Profit No Loss" basis prescribed above.

9- That the Owner will not be allowed to recover any amount whatsoever on account of internal community buildings from the plot-holders at the rate of Rs. Nil /- per gross acre which is a tentative charge only for construction of a portion of the total community buildings.

All the community buildings will be got constructed by the coloniser within a period of three years. This period would commence after two months of grant of licence during which the coloniser would submit their building plans for sanction. This three years period would exclude 90 days statutory period given for approval of building plans.

10- That the Owner shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for five years from the date of issue of completion certificate under rule 16 unless earlier relieved of this responsibility, when the Owner shall transfer all such roads, open spaces, public parks and public health services free of cost to Government or the Local Authority as the case may be.

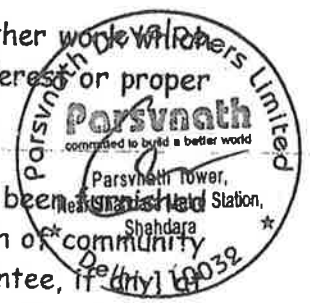
11- That the Owner shall deposit thirty percent of the amount to be realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the colony.

12- That the Owner shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the coloniser shall carry out all directions issued to him on ensuring the compliance of the execution of the layout and development works in accordance with the licence granted.

13- That the Owner shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest or proper development of the colony.

14- That the Bank Guarantee of internal development works has been provided on the interim rates of development works and construction of community buildings. The Owner will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on For Parsvnath Developers Ltd.

VETTED
D. A. (H)



[Signature]
(Managing Director)

DG, TCP (HR)
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the interim rate of construction as on 1.1.1995 with an increase in cost of construction and an increase in the number of facilities in the layout plan, the Owner will furnish an additional bank guarantee within 30 days on demand.

- 15 That the Owner shall convey the "ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of Licence to enable provision of site in licensed land Transformers/Switching Stations/Electric sub stations as per the norms prescribed by the power utility in the zoning plan of the project.
- 16 That the owner shall deposit infrastructure development charges @ Rs. 250/- per sq.m for plotted area and Rs. 500/- per sq.m for commercial area of the total gross area of the colony in two equal installments. The first installment of the infrastructure development charges shall be deposited by the Owner within 60 days from the date of grant of licence and the second installment to be deposited within six months from the date of licence. Failing which 18% (simple) per annum interest will be paid for the delayed period.
- 17 Any other condition which the Director may think necessary in public interest can be imposed.
- 18 That owner shall pay labour cess charges as per the policy of the Govt. dated 25.02.2010.

VETTED
D.A. (HQ)

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.

For Parsvnath Developers Ltd.

[Signature]
THE OWNER (Managing Director)

WITNESSES:

1 *[Signature]*
Vijay Saini
1192/8C
Chandigarh

WITNESSES:

1 *[Signature]*
Buddh Rana
JE

Director General
Town & Country Planning,
Haryana, Chandigarh



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चंडीगढ़ (संघ राज्यक्षेत्र) CHANDIGARH (U.T.)
[(See Rule-11(1) (h)]

02AA 105495

BILATERAL AGREEMENT BY THE OWNERS OF LAND INTENDING TO SET UP A RESIDENTIAL PLOTTED COLONY

This Agreement is made on this 29th day of August, 2014

BETWEEN

(1) M/s Prosperity Infrastructure Pvt. Ltd., (2) M/s Navneet Realtors Pvt. Ltd., (3) M/s Perpetual Infrastructure Pvt. Ltd., (4) M/s Banita Buildcon Pvt. Ltd., (5) M/s Afra Infrastructure Pvt. Ltd., (6) M/s Silverstreet Infrastructure Pvt. Ltd., (7) M/s Dhiran Real Estate Pvt. Ltd., C/O M/s Parsvnath Developers Ltd., having its Regd. Office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 (hereinafter referred to as the Owner/Developers) which expression shall unless repugnant to the subject or context shall mean and include their successors, administrators, assigns, nominees and permitted assignees acting through its authorized Signatory Mr. Raj Kumar Sinha, Vice president, of the ONE Part

AND

The Governor of Haryana, acting through the Director, Town & Country Planning (herein after referred to as the DIRECTOR) of the OTHER Part.



[Signature]
DG, TCP (HR)



For Parsvnath Developers Ltd

[Signature]
Authorised Signatory

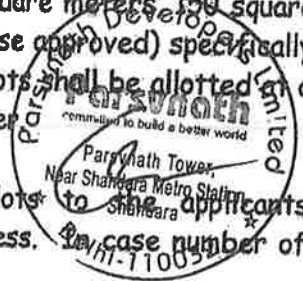
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WHEREAS in addition to Agreement executed in pursuance of the provisions of rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 (hereinafter referred to as the "rules") and the conditions laid down therein for grant of license, the Owner/ Developer shall enter into a Bilateral Agreement with the Director for carrying out and completion of the development works in accordance with the licence finally granted for setting up of a Residential Plotted Colony on the additional land admeasuring 30.572 Acres falling in the revenue estate of KasbaKarnal, Sector 35, Tehsil and District Karnal, Haryana.

AND WHEREAS the Bilateral Agreement mutually agreed upon and executed between the parties shall be binding on the Owners:-

NOW THIS DEED OF BILATERAL AGREEMENT WITNESSTH AS FOLLOWS:

- 1 In consideration of the Director agreeing to grant Licence to the Owner/ Developer to set up the said colony on the land mentioned in Annexure hereto and on the fulfillment of the conditions of this Bilateral Agreement, the Owner, his partners, legal representatives authorised agents, assignees, executors etc. shall be bound by the terms and conditions of this Bilateral Agreement executed by the Owner/ Developer hereunder covenanted by him as follows:
 - i) The Owner/Developer shall transfer 100% EWS category plots to Housing Board , Haryana within one month after approval of Zoning plan Rs. 500 /- per Sq. yd or Rs. 600/- per Sq. M.. The development works in the area of EWS category plots will be completed on priority, so that Housing Board Haryana can construct the houses and allots the same within the initial validity period of five years of the Licence.
- 2 That the Owner/Developer shall further reserve 25% of the residential plots of "No Profit No Loss" category (normally of sizes of 125 square meters, 150 square meters, 200 square meters, 225 square meters or otherwise approved) specifically in the layout plan by the Director for allotment. These plots shall be allotted at a price determined by the Director and in the following manner:
 - i) That the Owner/Developer shall allot these plots to the applicants registered with him during the course of his business. In case number of



DG, TCP (HR)
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For Parsvnath Developers Ltd

Authorised Signatory

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persons so registered exceeds the number of plots, the allotment shall be made by the draw of lottery for 75% plots.

- ii) That the Owner/ Developer shall allot remaining 25% of "No Profit No Loss" plots to:
 - a) Non-Resident Indians against Foreign Exchange.
 - b) The land Owner whose land has been purchased by the Owner for setting up a colony in lieu thereof under a written contractual obligation.
 - c) Owner of Plots falling in small pockets which subsequently are acquired by the colonizers as part of an area already developed as colony by the Owner/ Developer.
 - d) Such persons whom the Owner may like at his discretion provided that the allotment to such persons shall not exceed 5% of the total number of plots provided in such clause (i) and (ii).
3. That the remaining 55% of the total number of residential plots of sizes above 225 square meter would be sold by the Owner/ Developer in the open market wherein he would adjust the subsidy given in the plots as well as the loss of reasonable profit on plots, as provided under clause (1) and (2).
4. Provided that, in case of allotment from out of registered applications only, if the prices of different sizes of plots offered to applicants are different, the lottery shall be drawn separately for each of the categories. However, the draw of lottery for the smallest size of plots will be drawn first. After the draw of lottery allotment of plots shall be made to successful applicants after fulfillment of usual business conditions with regard to the payment of earnest money and acceptance of usual terms and conditions within the stipulated time, prescribed by the Owner/Developer
5. That the Owner/ Developer while advertising for the sale of plots in open market shall ensure the allotment of other categories of plots proportionately.
6. That the Owner/ Developer shall submit the list of allottee(s) to the Director twice a year.
7. That the record of such allotment shall be open for inspection by the State Government.


DG, TCP (HR)




For Parsynath Developers Ltd

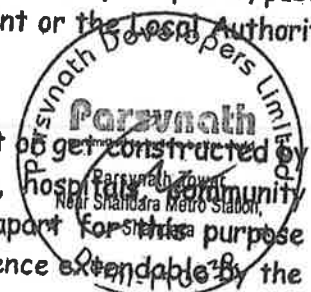
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9. That Owner/Developer will ensure at the time of grant of completion certificate for the plotted colony that 100% of the total number of plots reserved for EWS category is transferred to Housing Board, Haryana.
10. In case the Owner/ Developer seek exemption from payment of infrastructure augmentation charges, then he shall adhere to the following condition:
 - i) That the Owner /Developers shall derive maximum net profit@15% of the total project cost of development of a colony after making provisions of statutory taxes. In case the net profit exceeds 15% after completion of the project period, surplus amount shall either be deposited within two months in the State Government Treasury by the Owner/Developer or he shall spend this money on further amenities/ facilities in his colony for the benefit of the residents therein.
11. That the Owner/ Developer shall submit the following certificates to the Director within 90 days of the full and final completion of the project from a Chartered Accountant that:
 - a) The overall net profits (after making provisions for the payment of taxes) have not exceeded 15% of the total project cost of the scheme. (This is applicable if Owner/Developer seeks exemption from payment of infrastructure augmentation charges).
 - b) The Owner/Developer while determining the sale price of the plots in residential plotted colony , in open space market shall compute the net profit @ 15% and the details of which including the cost of acquisition of land shall be supplied to the Director as and when demanded by him. The total project shall mean an defined phase or a compact area of the colony, as approved by the Director. (This is applicable if Owner/Developer seeks exemption from payment of infrastructure augmentation charges).
 - c) 100% of the number of plots reserved for EWS categories has been transferred to Haryana Housing Board 25% of plot designed as " No Profit No Loss Plots" have been allotted at the price fixed by DGTCP.
12. That the Owner/ Developer shall be responsible for the maintenance and upkeep of all roads, open spaces, public parks and public health services for five years from the date of issue of completion certificate under rule 16 unless earlier relieved of this responsibility, when the Owner shall transfer al such roads, open spaces, public parks and public health services free of cost to Government or the Local Authority as the case may be.
13. That the Owner/ Developer shall construct at his own cost or get constructed by any other institution or individual at its cost, schools, hospitals, community centers and other community buildings on the land set apart for this purpose within a period of five years from the date of grant of licence extendable by the



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DG, TCP (HR)



For Parsvnath Developers Ltd

[Signature]
Authorised

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- Director for another period of two years, for reasons to be recorded in writing, failing which the land shall vest with the Government after such specified period, free of cost, the land set apart for schools, hospitals, community centers and other community buildings in which case the Government shall be at liberty to transfer such land to any person or institution including the Local Authority, for the said purposes, on such terms and conditions, as it may deem fit.
14. That the Owner/ Developer shall deposit thirty percent of the amount to be realized by him from plot holders from time to time within ten days of its realization in a separate account to be maintained in scheduled bank and that this amount shall only be utilized by the Owner towards meeting the cost of internal development works and construction works in the colony.
 15. That the Owner/ Developer shall permit the Director or other officer authorized by him in this behalf to inspect the execution of the layout and the development works in the colony and the colonizer shall carry out all directions issued to him on ensuring the compliance of the execution of the layout and development works in accordance with the licence granted.
 16. That the Owner/ Developer shall carry out at his own expenses any other work which the Director may think necessary and reasonable in the interest or proper development of the colony.
 17. That the Bank Guarantee of internal development works has been furnished on the interim rates of development works The Owner/ Developer will submit the additional bank guarantee, if any, at the time of approval of service plan/estimates according to the approved layout plan. In case of community buildings, the bank guarantee is based on the interim rate of construction as on 1.1.1995 with an increase in cost of construction and an increase in the number of facilities in the layout plan, the Owner will furnish an additional bank guarantee within 30 days on demand.
 18. That the Owner/ Developer shall deposit infrastructure development charges @ Rs. 250/- per sq.m against gross licensed area excluding commercial site and Rs. 500/- per sq.m against area designated for commercial area through bank draft in favour of Director, Town & Country Planning, Haryana payable at Chandigarh in two equal installments. The first installment of the infrastructure development charges shall be deposited by the Owner within 60 days of grant of licence and the second installment to be deposited within six months from the date of licence failing which 18% (simple) per annum interest will be paid for the delayed period.
 19. Provided always and it is hereby agreed that if the Owner/ Developer commits any breach of the terms and conditions of this agreement or violate any provisions of the Act and Rules, then and in any such case and notwithstanding the waiver or any previous clause or right, the Director, may cancel the licence granted to him.

Handwritten signature
DG, TCP (HR)




Stamp: Parsvath Tower, Near Shahdara Metro Station, Shahdara
 Stamp: Parsvath Developers Ltd
 Handwritten signature

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- 20. Upon cancellation of the licence under clause 2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 as amended up to date. The bank guarantee in that event shall stand forfeited in favour of the Director.
- 21. The Stamp duty and registration charges on this deed shall be borne by the Owner/ Developer.
- 22. The expression "The Owner/ Developer" hereinbefore used shall include his heirs, legal representatives, successors and permitted assignees.
- 23. That the Owner/ Developer shall convey the "ultimate Power Load Requirement" of the project to the concerned power utility, with a copy to the Director, within two months period from the date of Licence to enable provision of site in licensed land Transformers/Switching Stations/Electric sub stations as per the norms prescribed by the power utility in the zoning plan of the project.
- 24. Any other condition which the Director may think necessary in public interest can be imposed.
- 25. That Owner/ Developer shall pay labour cess charges as per the policy of the Govt. dated 25.02.2010.

IN WITNESS WHEREOF THE OWNER AND THE DIRECTOR have signed this Deed on the date and the year first above written.


WITNESSES

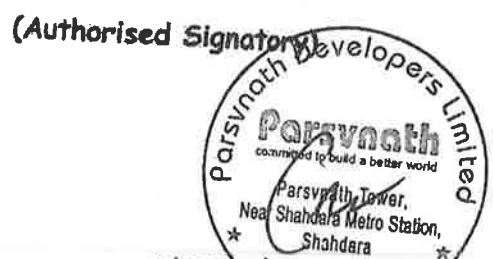
1. 
 VIJAY SAINI
 # 1190/8c
 Chandigarh

WITNESSES

1

Parsvnath Developers Ltd.
Parsvnath Developers Ltd.



Authorized Signatory



DIRECTOR GENERAL,
 TOWN AND COUNTRY PLANNING, HARYANA,
 CHANDIGARH
 FOR AND ON BEHALF OF THE GOVERNOR OF
 HARYANA


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JE.




 Director General
 Town & Country Planning,
 Haryana, Chandigarh

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AGREEMENT

This Agreement is made on this 7th day of September, 2006.

BETWEEN

M/s. Mirage Buildwell (P) Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.C. Jain, duly authorized (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. Afra 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, duly authorized (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**.

Mirage

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Mirage

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3. M/s. Navneet Realtors (P) Ltd.. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Mr. S.C. Wadhwa, duly authorized (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**.

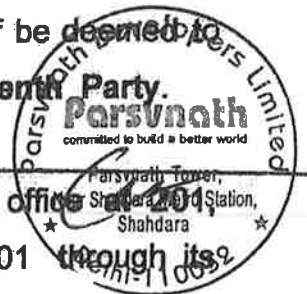
4. M/s. Perpetual Infrastructure (P) Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri S.C. Wadhwa, duly authorized (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fourth Party**.

5. M/s. Prosperity Infrastructures (P) Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Madhur Narain, duly authorized (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. Banita Buildcon (P) Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Mudhur Narain, duly authorized (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. Silverstreet Infrastructure (P) Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Madhur Narain, duly authorized (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. Ahirwad Realtors (P) Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri S.C. Wadhwa, duly authorized (which expression shall, unless



(Handwritten signatures and initials)

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 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.

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.









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shall also be given by the Developer Company to them 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.

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 arbitration 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 New Delhi.

13. That this agreement shall be subject to jurisdiction of courts at Delhi / New Delhi.

[Handwritten signatures and marks]



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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. M. S. Mani
6th Floor, Annapurna
19, Barabanki Road
- 2. Ch. Venkatesh
(C.P. Brinsford)
G-2, Annapurna,
19, B.K. Road,
New Delhi

FIRST PARTY

SECOND PARTY

THIRD PARTY

FOURTH PARTY

FIFTH PARTY

SIXTH PARTY

SEVENTH PARTY

EIGHTH PARTY

Associate Companies

For Parsvnath Developers Ltd.,

(V. Mohan)

Developer Company





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SUPPLEMENTARY AGREEMENT

This Supplementary Agreement is made on this 21st day of July, 2007.

BETWEEN

1. M/s. Mirage Buildwell (P) Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.C. Jain, duly authorized (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. Afra 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, duly authorized (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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3. M/s. Navneet Realtors (P) Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.C. Jain, duly authorized (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**.

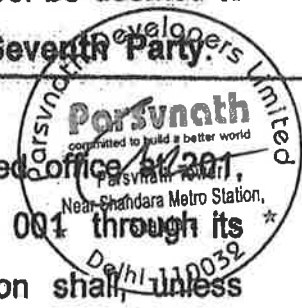
4. M/s. Perpetual Infrastructure (P) Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, duly authorized (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Fourth Party**.

5. M/s. Prosperity Infrastructures (P) Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, duly authorized (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. Banita Buildcon (P) Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, duly authorized (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. Silverstreet Infrastructure (P) Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri T.P. Chauhan, duly authorized (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. Ashirwad Realtors (P) Ltd., having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri Atul Jain, duly authorized (which expression shall, unless



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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**

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

9. M/s. Dhiren Real Estates (P) Ltd. having its registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi – 110 001 through its Director, Shri M.C. Jain, duly authorized (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**.

AND

Parsvnath Developers Ltd., having its registered office at 6th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi, – 110 001 through its Vice President (Legal) & Company Secretary namely Mr. 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 eight parties at Sr. No. 1 to 8 hereto have entered into an Agreement dated 7th September, 2006 with Parsvnath Developers Ltd., the Developer Company, for pooling their lands acquired/to be acquired in and around Kasba Karnal, Haryana for the purpose of promotion and development of residential townships in the aforesaid area.



B. **AND WHEREAS** the party at Sr. No. 9 has also for similar reasons agreed to join the said agreement on the same terms and conditions as contained therein and as agreed to by the first eight parties with the Developer Company, by way of recording a supplementary agreement.

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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. 9 i.e. the Ninth Party hereto agrees to be inducted and to become a party alongwith the parties at Sr. No. 1 to 8 in the Agreement dated 7th September, 2006 executed between the first eight parties hereto with Parsvnath Developers Ltd., the Developer Company.
2. That all terms and conditions contained in the Agreement dated 7th September, 2006 executed between the first eight parties hereto with the 'Developer Company' shall be construed as if the party at Sr. No. 9 was also a party to the said Agreement.
3. That the party at Sr. No. 9 shall have the same rights and be subject to the same obligations as the first eight parties at Sr. No. 1 to 8 have under the Agreement dated 7th September, 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 Agreement dated 7th September, 2006 shall stand modified to the extent that the reference therein to the first eight parties referred to as the Associate Companies shall mean reference to the first nine parties hereto as the 'Associate Companies'.
4. That this Supplementary Agreement is to be read with the Agreement dated 7th September, 2006.



5. That this Supplementary Agreement will be applicable to the land already acquired, if any, by party at Sr. No. 9, which shall also be pooled together for the purpose of development of township projects. The developer company in

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all such cases will reimburse entire cost of acquisition, and all other incidental expenses incurred/to be incurred in respect to such land.

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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. *[Signature]*
6th Floor
Annamalai Bldg.
19 B.K. Road
New Delhi-1

FIRST PARTY

[Signature]

SECOND PARTY

[Signature]

THIRD PARTY

[Signature]

2. *[Signature]*
6th Floor
Annamalai
19 B.K. Road
New Delhi

FOURTH PARTY

[Signature]

FIFTH PARTY

[Signature]

SIXTH PARTY

[Signature]

SEVENTH PARTY

[Signature]

EIGHTH PARTY

[Signature]

NINTH PARTY

[Signature]

Associate Companies

For Parsvnath Developers Ltd.

(V. Mohan)
Developer Company



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AGREEMENT

This Agreement is made at Karnal on this 6th day of March, 20



BETWEEN

1. ✓ M/s Mirage 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 **First Party**.

2. M/s Afra 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

Atul Jain

Aravind Sharma



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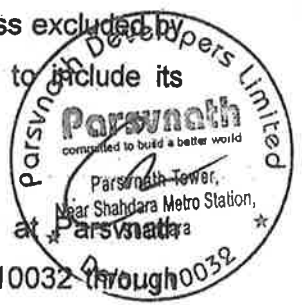
resolution dated 2nd July, 2012 (which expression shall, unless excluded by or repugnant to the context or the meaning thereof be deemed to include its successors and assigns) hereinafter referred to as **Second Party**.

3. M/s Navneet Realtors 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 Perpetual 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 **Fourth Party**.

5. M/s Prosperity 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 **Fifth Party**.

6. M/s Banita 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



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Gaurav Sharma



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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**.

7. M/s Silverstreet 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 Ashirwad Realtors 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 **Eighth Party**.

9. M/s Dhiren 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 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 **Nineth Party**.

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

Atul Jain

AND

Gaurav Sharma



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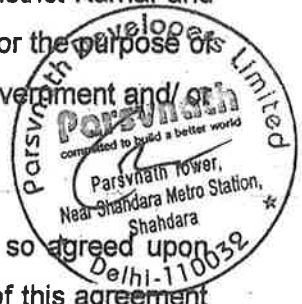
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M/s Parsvnath Developers Ltd., having its registered office at Parsvnath Metro Tower, Near Shahdara Metro Station, Shahdara, Delhi 110032 through Shri Gaurav Sharma, Assistant Manager (Mktg) of the Company duly authorized vide resolution dated August 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 Authorities and it was not possible for a single developer/ holder of land to undertake a sizeable and viable colonization project.
- C) The first eight parties hereto have agreed independently to acquire lands in Kasba, Kamal and surrounding areas in Tehsil and District Karnal 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.



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NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER :-

1. That Associate Companies had earlier agreed to acquire in their names such lands in Kasba, Karnal and surrounding areas in Tehsil and, District Karnal, 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. 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 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



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Amar Sharma

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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 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 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



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Chander Sharma

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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 as above. 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.

11. It was further agreed by and between the parties 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 arbitration 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.

12. That this agreement shall be subject to jurisdiction of courts at Karnal 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 :

WITNESSES:-

1. FIRST PARTY

Abul K. Gaurav Sharma

2. SECOND PARTY

Abul K. Gaurav Shan



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THIRD PARTY

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FORTH

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FIFTH PARTY

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SIXTH PARTY

AWL L.

SEVENTH PARTY

AWL L.

EIGHTH PARTY

AWL L.

(Associate Companies)

For Parsvnath Developers Ltd.,

Gaurav Sharma

(Gaurav Sharma)
Developer Company

