



For Trishla 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

For Spearhead Realtors Pvt. Ltd.

[Signature]

Director/Auth. Sign.

AGREEMENT

29th November,

[Signature]

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**.

[Signature]
Director/Auth Sign.

For Symphony Realtors Pvt. Ltd.

For Evergreen 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 Tribha Realtors Pvt. Ltd.


Director/Auth. Sign.

For Arctic Buildwell Pvt. Ltd.


Director/Auth. Sign.

For Dreamweavers Realtors Pvt. Ltd.


Director/Auth. Sign.

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**.

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**.

For Sedna Properties Pvt. Ltd.


Director/Auth. Signatory

For Spearhead Realtors Pvt. Ltd.


Director/Auth. Sign.

For Symphony Realtors Pvt. Ltd.


Director/Auth. Sign.

For Evergreen Realtors Pvt. Ltd.


Director/Auth. Sign.

For Parsonath Developers Ltd.

For Ideal Buildwell Pvt. Ltd.


Director/Auth. Sign.


Chairman/Director

For Harmony Buildwell Pvt. Ltd.


Director/Auth. Sign.

For Symphony Realtors Pvt. Ltd.


Director/Anth. Sign. 3

For Harmony Buildwell Pvt. Ltd.


Director/Anth. Sign.

(5)

For Arctic Buildwell Pvt. Ltd.


Director/Anth. Sign.

For Spearhead Realtors Pvt. Ltd.


Director/Anth. Sign.

For Trishla Realtors Pvt. Ltd.


Director/Anth. 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 Real Buildwell Pvt. Ltd.


Director/Anth. Sign.

For Sedna Properties Pvt. Ltd.


Director/Anth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/Anth. Sign.

For Evergreen Realtors Pvt. Ltd.


Director/Anth. Sign.

For Parvath Developers Ltd.


Chairman/Director

For Spearhead Realtors Pvt. Ltd.


Director/Auth. Sign.

For Harmony Buildwell Pvt. Ltd.


Director/Auth. Sign.

4

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.

[Signature]
Director/Auth. Sign.

For Harmony Buildwell Pvt. Ltd.

[Signature]
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 Parsvnath Developers Ltd.

[Signature]
Chairman/Director

For Evergreen Realtors Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Ideal Buildwell Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Sedna Properties Pvt. Ltd.

[Signature]
Director/Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Arctic Buildwell Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Spearhead Realtors Pvt. Ltd.

[Signature]
Director/Auth. Sign.

For Trishla Realtors Pvt. Ltd.

[Signature]
Director/Auth. Sign.

(42)

For Symphony Realtors Pvt. Ltd.


Director/ Auth. Sign.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign.

6

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 Paravnath Developers Ltd.


Chairman/Director


For Evergreen 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.

43

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 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.

8

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.

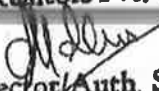
For Trishla Realtors Pvt. Ltd.

Director/Auth. Sign.

For Parsvnath Developers Ltd.


Chairman/Director

For Evergreen 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 Symphony Realtors Pvt. Ltd.


Director/Auth Sign.

For Harmony Buildwell Pvt. Ltd.


Director/Auth Sign.

(3)

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 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.

For Harmony Buildwell Pvt. Ltd.


Director/ Auth. Sign.

10


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 I. Buildwell Pvt. Ltd.

Director/ Auth. Sign.

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.

For Harmony Buildwell Pvt. Ltd.


Director/Auth Sign.

11


Director/Auth. Sign.

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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. Meeni
22 D, Pkt A
Mayapuri Vihar Phase - 2
Delhi - 110 01

DEVELOPER COMPANY 

For Global Buildwell Pvt. Ltd.


Director/Auth. Sign.

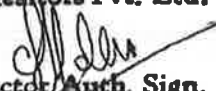
For Edna Properties Pvt. Ltd.


Director/Auth. Signatory

For Dreamweaver Realtors Pvt. Ltd.


Director/Auth. Sign.

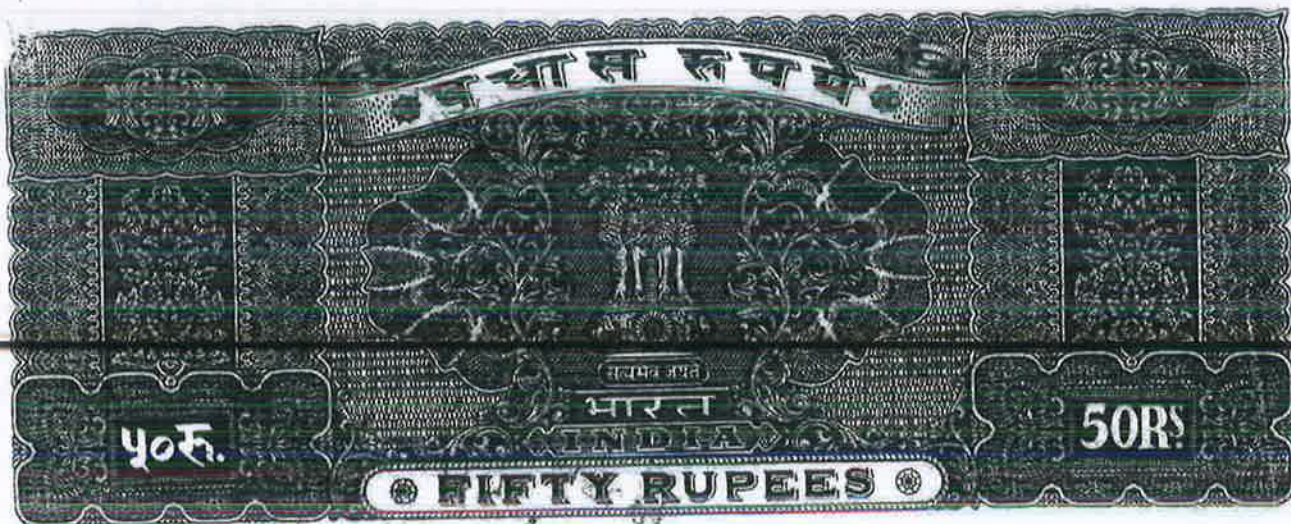
For Evergreen Realtors Pvt. Ltd.


Director/Auth. Sign.

For Parsvnath Developers Ltd.


Chairman/Director

50 Rs. 6



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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 Jaguar Buildwell Pvt Ltd.

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

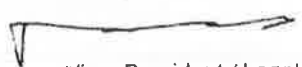
WHEREAS the Developer Company has been incorporated by the Promoters who have requisite skills, experience, expertise, financial resources and capabilities and all necessary wherewithal for promotion and development of residential colonies, complexes etc and has been engaged in promoting and developing 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 Sajampur & 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

For Jaguar Buildwell Pvt. Ltd.


Director, Jag. Buildwell Pvt. Ltd.

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 Sajjanpur & 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.

[Handwritten Signature]
Director/ Auth. Sign.

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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

For Jaguar Buildwell Pvt. Ltd.

[Signature]
 For Jaguar Buildwell Pvt. Ltd.
 Director/Secretary

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 Jaguar Buildwell Pvt. Ltd.

Jaguar Buildwell (P) Ltd.
Director/Build. Sgs.

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.

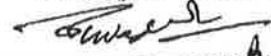
11. That nothing in this agreement shall preclude the Developer Company from entering into similar arrangements/agreements with other parties as it may deem fit for the purpose of extension of the projects in which case the lands so contributed by such parties shall also be included for working out on 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

For Jaguar Buildwell Pvt Ltd.

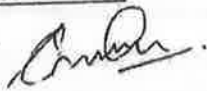

Director/ Auth. Sign.

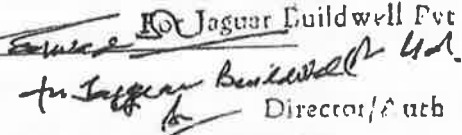
appointed by the Developer Company and the other by the Associate Company and their decision shall be binding on all the parties. In the event of difference of opinion between the arbitrators, the matter will be referred to and decided by an umpire to be elected by both the arbitrators.

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/ Auth Sign.

For **Parsvnath Developers Ltd.**


Vice-President (Legal) &
Company Secretary

DEVELOPERCOMPANY _____



दिल्ली DELHI

B 575735

LC-IV

**AGREEMENT BY PROMISES OF LAND INTENDING TO SET UP A
GROUP HOUSING COLONY**

This agreement is made on this 6th day of October, 2006
between. 1) M/s Dreamweaver Realtors Pvt. Ltd. registered office at 201, Arunachal
Building, 19, Barakhamba Road, New Delhi 2) M/s Jaguar Buildwell Pvt. Ltd. & M/s
Evergreen Realtors Pvt. Ltd. registered office at 201, Arunachal Building, 19,
Barakhamba Road, New Delhi through their authorized signatory Sh. P.K. Jain S/o Sh.
U.S. Jain of 6th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi C/o M/s
Parsynath developers Ltd. having its Registered Office at 6th Floor, Arunachal
Building, 19, Barakhamba Road, New Delhi, (hereinafter called the "owner") of the
one part and the Governor of Haryana acting through the Director Town & Country
Planning Haryana (hereinafter referred to as the "Director") of the other part

WHEREAS the OWNER is in possession of the land mentioned in the Annexure
hereto for the purpose of converting into Group Housing Colony.

AND WHEREAS under Rule 11 of the Haryana Development and regulation of
Urban Areas Rules, 1976 (Hereinafter referred to as the said "Rules"), one of the
condition for grant of license is that the Owner shall enter into an agreement with the
Director for carrying out and completion of development works in accordance with
the the license finally granted for setting up a Group Housing Colony on land
measuring 28.106 Acres situated in revenue estate of village Shahpur Turk, Tehsil &
District Sonapat (Haryana)

P.K. Jain

Sh. P.K. Jain
D.T.C.P.
Hr. CHD.

NOW THIS DEED WITNESSETH AS FOLLOWS:

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1. In consideration of the Director agreeing to grant license to the owner to set up the said Group Housing Colony on the land mentioned in annexure herein on the fulfillment of all conditions laid down in rule-11 of the Haryana Development and Regulation of Urban Areas, Rules, 1976 by the Owner, hereby covenants as follows:

a) That the Owner undertakes to pay proportionate External Development Charges (EDC), as per rate, schedule, terms and conditions hereto:

i) That the Owner shall pay the proportionate External Development charges at the tentative rate of Rs.94.94 lacs per gross acre for Group Housing Colony measuring 18.94 acres. These charges shall be payable to Haryana Urban Development Authority through the Director Town & Country Planning, Haryana either in lump-Sum within 30 days from the date of grant of license or in eight equal six monthly installments of 12.5% each i.e.:

a) First Installment of 12.5% of the amount of external development charges shall be payable within a period of 30 days from the date of grant of license.

b) Balance i.e. 87.5% in seven equal six monthly installments along with interest at the rate of 15% per annum which shall be charged on unpaid portion of the amount worked out at the tentative rate of Rs.94.94 lacs per gross acre for Group Housing Colony.

ii) The EDC rates are under review and are likely to be finalized soon w.e.f. 1.1.2004 in the event of increase in E.D.C. rates, the colonizer shall pay the enhanced amount of EDC and the interest on installment, if any, from the date of grant of license shall furnish the additional bank Guarantee, if any, on the enhanced EDC rates.

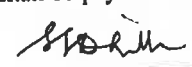
iii) In case the colonizer asks for a completion certificate before the payment of EDC they would have to first deposit the entire balance of EDC and only thereafter the grant of completion certificate would be considered.

iv) The unpaid amount of EDC would carry an interest of 15% per annum and in case of any delay in payment of installment on the due date an additional penal interest of 3% per annum (Making the total payable interest 18% per annum) would be chargeable up to a period of three months and an additional three months with the permission of DTCP.

v) In case, the HUDA executing external development works completes the same before due date and consequently requires the charges for the same, the DTCP shall be empowered to call upon the colonizer to pay the EDC even before the completion of four years period and the colonizer shall be bound to do so.

vi) Enhanced Compensation on land cost, if any shall be payable extra as decided by Director from time to time.

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Hr. CHD.

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vii) The colonizer will arrange the electric connection from outside source for electrification of their colony from HVPN. If they fail to provide electric connection from HVPN the Director. Town and country planning will recover that cost from the colonizer and deposit it with HVPN. However, the installation of electricity distribution infrastructure as per the peak load requirement of the colony shall remain the responsibility of the colonizers, 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.

viii) No EDC would be recovered from the EWS/LIG categories of allottees.

b) That the owner shall be responsible for the maintenance and upkeep of shall roads open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under rule-16, of the rules unless earlier relieved of this responsibilities, when the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority as the case may be.

c) That the owner shall construct at his own cost or get constructed by any other institution are individual at its own cost, school, hospitals, community center & other community building on the land set apart for this purpose of undertake to transfer to the government at any time, if so desired by the government free of cost, land set apart for school, hospital, community centre and other community buildings, in which case the government shall be at liberty to transfer such land to any person are institution including a local authority on such terms and conditions as it may lay down.

No third party right will be created without obtaining the prior permission of the DTCP. All the community buildings will be got constructed by the colonizer within a period of three years from the date of grant of license.

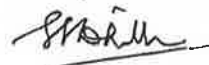
d) The owner shall be individually as well as jointly be responsible for the Individual plan of licensed area as well as total combined plans of the licensed area as whole.

e) That the owner shall complete the internal development works within two years of the grant of the license.

f) That the owner undertakes to pay proportionate external development charges (EDC) for the area earmarked for Group Housing Scheme, as per schedule terms and conditions given in clause-1(b) of the agreement.

i) That the rates schedule, terms & condition of external development charges may be revised by the director during the license period as and when necessary and the owner shall be

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Haryana

bound to pay the balance of the enhanced charges, if any, in accordance with the rates, schedule and terms & conditions so determine by the Director along with interest from the date of grant of license.

ii) That all the building to be constructed shall be with the approval of the Director and shall in addition to provision of zoning plan of the site, conform to the buildings bye-laws and regulation in force in the area and shall in addition be governed by building by laws as per the NBC with regard to light and ventilation, structural, safety, fire safety, sanitary requirements and circulation (vertical & horizontal) standards.

iii) That the owner shall furnish the lay out plan of Group Housing Scheme along with the service plan/detailed estimates together with the bank guarantee equal to 25% of the total cost of development works(both are internal & external) for the area under the group housing scheme with a period of 60 days from the date of grant of license.

iv) That in case of Group Housing adequate accommodation shall be provided for domestic servants and other service population and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room along with both & W.C.

v) That the case of Group Housing the Owner shall deposit 30% of the amount to realized by him from flat holder's from time to time within 10 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 and construction works in the colony.

vi) That adequate educational, health recreational and cultural amenities to the norms and standards provided in the respective development plan of the area shall be provided, the Owner shall at his own cost construct the primary-cum-nursery school, community buildings/dispensary and first aid center on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost land thus set apart for primary - cum - nursery school, community center building/dispensary and first aid center in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

All the community buildings will be get constructed by the colonizer within a period of three years from the date of grant of license.

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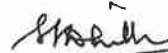

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- g) That the Owner shall deposit service charges @ Rs.10/- per sq. mtr. Of the total flatted area of the colony in two equal installments. The first installment of the service charges would be deposited by the owner with 60 days from the date of grant of license and the second installment to be deposited within 6 months from the date of grant of license failing which interest @ 18% per annum will be leviable.
 - h) 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.
 - i) That without prejudice to anything contained in this agreement all the provision contained in the act and rules shall be binding on the Owner.

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

2. Provided always and it is hereby agree that if the owner commit any breach of the terms and conditions of this agreement of bilateral agreement or violate any provisions of the Act or Rules, then and in any such case and not withstanding the waiver of any previous clause or right, the Director may cancel the license granted to him.
3. Upon cancellation of the license under clause-2 above, the action shall be taken as provided in the Haryana Development and Regulation of Urban areas Act, 1975 and the Hayana 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.
4. The stamp duty and registration charges on this deed shall be borne by the Owner.
5. The expression "The Owner" herein before used shall include his heirs, legal representatives, and successors and permitted assignees.
6. After the layout plans and development works or part thereof in respect of the Group Housing colony or part thereof have been complete and a completion certificate in respect thereof have 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 Group Housing Colony is taken in parts, only the part of the Bank Guarantee corresponding to the part of the Group Housing Colony completed shall be released and provided further that the bank guarantee equivalent to the 1/5th amount thereof shall be kept unreleased to ensure upkeep and maintenance of the Group Housing Colony or the part thereof, as the case may be, for a period of five years from the date of issue of the 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.

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

P. K. Jain
(OWNER)

WITNESS.

1. Vjay Leini
#254, Sec. 9C.
Chandigarh.
- 2.

Director
Town & Country Planning
Haryana, Chandigarh.

WITNESS.

1. *Man Chand*
A. S. Ch.
(GIAN CHAND)
% D.P.E.P. H. Chand.
- 2.

Man Chand
Director,
Town and Country Planning
Haryana, Chandigarh.



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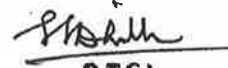
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BILATERAL AGREEMENT BY OWNER OF LAND INTENDING TO SET UP A GROUP HOUSING COLONY.

This agreement made on 6th day of October, 2006 (Two thousand six between: 1) M/s Dreamweaver Realtors Pvt. Ltd. registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi 2) M/s Jaguar Buildwell Pvt. Ltd. & M/s Evergreen Realtors Pvt. Ltd. registered office at 201, Arunachal Building, 19, Barakhamba Road, New Delhi through their authorized signatory Sh. P.K. Jain S/o Sh. U.S. Jain of 6th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi C/o M/s Parsvnath developers Ltd. having its Registered Office at 6th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi, (hereinafter called the "owner") of the one part and the Governor of Haryana acting through the Director Town & Country Planning Haryana (hereinafter referred to as the "Director") of the other part.

WHEREAS the owner is required to enter into a Bilateral Agreement for carrying out and completion of the development works in accordance with the license finally granted for setting up a Group Housing Colony on land measuring 28.106 Acres situated in revenue estate of village Shahpur Turk, Tehsil & District Sonapat (Haryana).

AND WHEREAS THE BILATERAL AGREEMENT mutually agreed upon and executed between the parties shall be binding on the owner.


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Haryana



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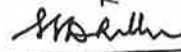
basis of the price charged by Haryana Housing Board for such size/flats in that particular area in the following manner:-

- a) That for the allotment of the flats the owner shall invite applications for allotment through open press from eligible members of EWS categories as defined by the State Govt./Housing Board, Haryana. The Owner shall also announce the tentative number of flats, its price along with sizes available for such sale.
- b) That if the number of applicants exceeds the numbers of flats the allotment shall be made through the method of lottery drawn by the Owner after giving due publicity and in the presence of the representative of the State Government. The successful applicant will be allotted flats after complying with useful business condition with regard to the payment of the earnest money and acceptance of terms and condition of the sale within the stipulated time period prescribed by the Owner.
- c) That the Owner while calling the applications for the allotment of EWS/LIG categories of flats in the Group Housing Colonies shall charge not more than 10% of the total tentative cost of such flats as registration/earnest money.
- o) That the Owner shall derive maximum net profit @ 15% of the total project cost of development of colony after making provision of statutory taxes. In case of net profit exceed 15% after completion of the project period, the surplus amount shall either to 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.

Further the owner shall submit the following certificate to the Director within 90 (Ninety) days of the full and final completion of the project from a Chartered Accountant that:-

- a) The overall net profits (after making provisions of the payment of taxes) have not exceeded 15% of the total project cost.
- b) A minimum of 15% in case of EWS/LIG flats as provided in sub clause (n) have been allotted at the prescribed subsidized price.
- c) That the owner while determining the sale price of flats in the open 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 a defined phase or a compact area of the colony, as approved by the Director.
- p) After the layout plan and development works or part thereof in respect of the Group Housing Colony or part thereof have been completed and a completion certificate in respect thereof have been issued the Director may,

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D.T.C.P.
H. CHD.

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 Group Housing Colony is taken in parts, only the part of the bank guarantee corresponding to the part of Group Housing Colony completed shall be released and provided further that, the bank guarantee equivalent to 1/5th amount there of shall be kept unreleased to ensure up keep and maintenance of the Group Housing Colony or the part there of as the case may be for a period of five year from the date of issue of the completion certificate under rules 16 or earlier in case the owner is relived 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 charge received from the owner.

- q) That the matter relating to charging of cost of development with regard to state/national highways, transport. Irrigation facilities, power facilities etc. is under consideration with the Dept./Govt. and if it is decided to levy the same on the licensee, the licensee shall be require to pay the same as the when demanded by D.T.C.P., Haryana as per rates, terms and Conditions so decided.
- r) That the bank guarantee of the internal development works has been furnished on the interim rates of the 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 lay out plan. Incase of community buildings, the bank guarantee is based on the interim rate of construction as on 01-01-1995. With an increase in the cost of construction and increase number of facilities in the layout plan, the owner will furnish an additional bank guarantee within 30 days on demand.
- 2. Provided always and it is here by agreed that, if the owner commit any breach of the terms & conditions of this agreement or violate any provision of the Act and Rules, then and in the such cases, and notwithstanding the waiver of any previous clause or right, the Director, may cancel the license granted to him.
- 3. Upon cancellation of the license under clause-2 above, action shall be taken as provided in the Haryana Development and Regulation of Urban Area Act, 1975 and the Haryana Development and Regulation of Urban areas Rules, 1976 and all the subsequent amendments made in the Act and Rules. The bank guarantee in the event shall stand forfeited in favour of the Director.
- 4. The stamp duty and registration charges on this deed shall be borne by the owner.
- 5. The expression the "owner" herein before used shall include his heirs, legal representatives successors and permitted assignees.

P. K. Jain

[Signature]

D.T.C.P.
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- e) That the Owner will not be allowed to recover any amount whatsoever on account of internal community from the flats holders @ Rs.7,67,750.00 per gross acre which is a tentative charge only for construction of a portion of the total community building.
- f) That the Owner shall ensure that the flats/dwelling units are sold/leased/transferred by him keeping in view the provision of Haryana/Apartments Ownership Act. 1983.
- g) That the Owner shall abide by the provision of the Haryana Apartment Ownership Act. 1983
- h) That the responsibility of the Ownership of the common area and facilities as well as their management and maintenance shall continue to vest with colonizer till such time the responsibility is transferred to the Owner of the dwelling unit under the Haryana Apartment Ownership Act. 1983.
- i) 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 the completion certificate under the 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 the Government or the local authority, as the case may be.
- j) That the Owner shall deposit 30% of the amount to be realized by him from flats holders from time to time within 10 days of its realization in a separate account to be maintained in the Scheduled Bank and that this Amount shall only be utilized by the owner towards meeting the cost of internal development works and the construction works in the colony.
- k) 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 Group Housing Colony and the colonizer shall carry out all directions issued to him for ensuring due compliance with the license granted.
- l) That the Owner shall deposit service charges @ Rs.10/- Per sq. mtr. Of the total covered area of the colony in two equal installments. The first installment of the services charges would be deposited by the Owner within 60 (Sixty) days from the date of grant of license and the second installment to be deposited within 6 (Six) months from the date of grant of the license failing which interest 18% per annum will be leviable.
- m) That the owner shall carry out at his own expenses other works, which the Director may think necessary and reasonable in the interest of the proper development of the colony.
- n) That the Owner shall reserve 15% of the total number of flats development or proposed to be developed for allotment to EWS categories, and area of such a flats shall not be less than 200 sq ft. These flat shall be allotted on the

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Hr. CHD.

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NOW THIS DEED OF THE BILATERAL AGREEMENT WITNESSTH AS FOLLOWS:

1. In consideration of the Director agreeing to grant license to the owner to setup the said Group Housing Colony on the Land mentioned hereto & on the fulfillment of all the conditions of this BILATERAL AGREEMENT, the owner, his partners, legal representatives, authorized agents assignees, executors etc. shall be bound by the terms and condition of this Bilateral Agreement executed by the owner hereunder covenanted by him as follows:

- a) That in the case of Group Housing adequate accommodation shall be provided for domestic servants and other services population of EWS and number of such dwelling units shall not be less than 10% of the number of main dwelling units and the area of such a unit shall not be less than 140 sq. ft. which will cater to the minimum size of the room long with bath & water closet.
- b) That all the buildings to be constructed shall be with approval of the Competent Authority and shall conform to the building bye-laws and regulations in force in that area and shall conform to the NBC with regard to the inter distances between various blocks, structural safety, fire safety, sanitary requirements and circulation (vertical and horizontal).
- c) That adequate educational, health, recreational cultural and amenities to the norms and standards in the respective development Plan of the area shall be provided by the owner.

The owner shall at his own cost construct the primary-cum nursery school, community building/dispensary and first aid center on the land set apart for this purpose or if so desired by the Government shall transfer to the Government at any time free of cost land thus set apart for primary-cum nursery school, community centre building/dispensary and first aid center, in which case the Government shall be at liberty to transfer such land to any person or institution including a local authority on such terms and conditions as it may lay down.

No third party right shall be created without obtaining the prior permission of the Director, Town & Country Planning Haryana. The colonizer will construct all the community buildings within a period of three years from the date of grant of license.

- d) (I) That the Owner undertakes to pay proportional External Development Charges (EDC) for the area earmarked for Group Housing Scheme as per rate schedule terms and condition annexed here to.
- (II) That the rates schedule and terms and condition of External Development Charges is mentioned above may be revised by he Director during the License period as and when necessary and the Owner Shall be Bond to pay the balance of the enhanced charge, if any, in accordance with rates, schedule and terms and condition determined by him along with interest from the date of grant of license.

[Signature]
D.T.C.P.
Hr. CHD.

P.F. Jain

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

WITNESS:

- 1. Vjy Levin
254, Sector 9C,
Chandigarh
- 2.

P.K. Jain
OWNER

Director
Town & Country Planning
Haryana, Chandigarh.

WITNESS:

- 1. Man Chau
Archit
(C.I.A.W. CH ARTS)
20 D.P.C. P.H. Chand.
- 2.

M. Pillay
Director,
Town and Country Planning
Haryana, Chandigarh.