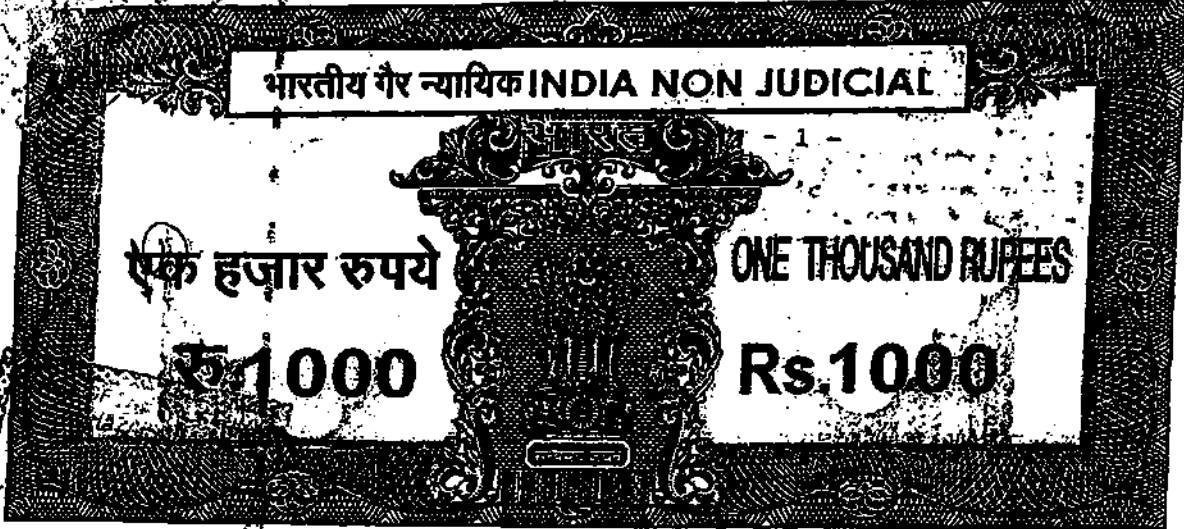


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SUPPLEMENTARY CONSORTIUM AGREEMENT

This Supplementary Consortium Agreement is executed at Ghaziabad on this 25th day of July 2013 by and between all members of SCIPL Consortium, named herein below, and serves the purpose of an amendment to the Supplementary Consortium Agreement dated 14/03/2007 and Consortium agreement dated 12.09.2005 executed by and between such members

For Indrapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For AEZ Infotech Pvt. Ltd

[Signature]
Authorised Signatory

For EMTEK FABTRADE PVT. LTD.

[Signature]
Director/Auth Signatory

For Madhuvan Teap Pvt. Ltd.

[Signature]
Auth Signatory

For Green Development & Engineers Ltd.

[Signature]
Authorised Signatory

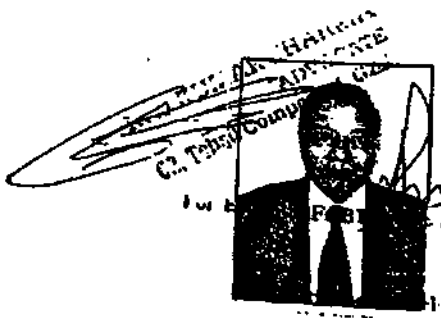
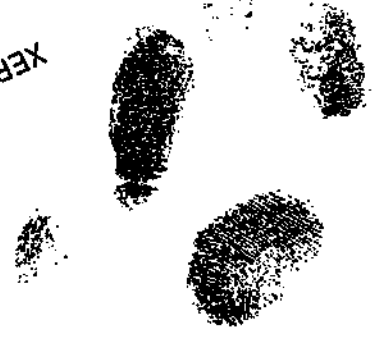
For Alluvion Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buildcon Pvt.Ltd.

[Signature]
Auth. Signatory/Director


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- 1 Indirapuram Habitat Centre Private Ltd (IHCPL) (formerly known as Showman Clubs & Inns Private Ltd) (SCIPL), having its Registered Office at 702-704, D- Mall, Netaji Subhash Place, Pitampura, New Delhi 110034, through its Director Mr. Ajay Gupta S/o Late Mr. P.D. Gupta, duly authorized vide Board Resolution dated 20-07-2013.
- 2 AEZ Infratech Private Ltd (AIPL) (formerly known as Aerens Kolmet Infrastructures Private Ltd) (AKIPL), having its Registered Office at 301, Bakshi House, 40-41, Nehru Place, New Delhi 110019, through its Authorized Signatory Mr. Sanjay Agarwal S/o Late Mr. Panna Lal Agarwal, duly authorized vide Board Resolution dated 19-07-2013.
- 3 M/s Madhuvan Tie-up Private Ltd (MTPL), having its Registered Office at 7, Rabindra Sarani, Kolkata, through its Authorized Signatory Mr. Gurmeet Singh Matharoo (LICENCE No.-DL-0319970307404) S/o Mr. Piara Singh, duly authorized vide Board Resolution dated 22-07-2013.
- 4 M/s Emtex Fabtrade Private Ltd (EFPL), having its Registered Office at 301, Bakshi House, 40-41, Nehru Place, New Delhi 110019, through its Authorized Signatory Mr. Rajesh Singh S/o Mr. Ram Chet Singh, duly authorized vide Board Resolution dated 22-07-2013.


For Indirapuram Habitat Centre Pvt. Ltd.

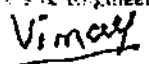
 Director/Authorized Signatory

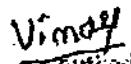
For AEZ Infratech Pvt. Ltd.

 Authorized Signatory

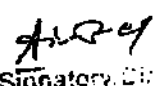
For Aerens Kolmet Infrastructures Pvt. Ltd.

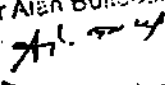
 Authorized Signatory

For EMTEX FABTRADE PVT. LTD.

 Authorized Signatory

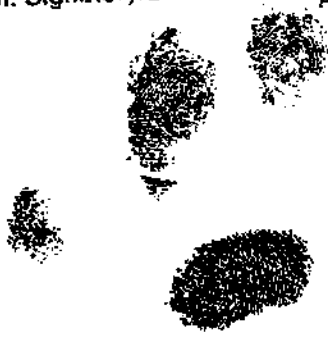
Aerens Developers & Engineers Ltd.

 Authorized Signatory

For Aerens Kolmet Infrastructures Pvt. Ltd.

 Authorized Signatory

For Anand Builders Pvt. Ltd.

 Auth. Signatory/Director

For Alan Builders Pvt. Ltd.

 Auth. Signatory/Director

XEROX COPY



Authorized Signatory

- 5 M/s Aerens Developers & Engineers Pvt. Ltd (ADEL) (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having its Registered Office at 6th Floor Mahindra Towers, 2-A Bhikaji Cama Place, New Delhi, through its Authorized Signatory Mr. Vinay Kumar S/o Late Mr. Tej Singh, duly authorized vide Board Resolution dated 22-07-2013.
- 6 M/s Aeren R Entertainment Pvt. Ltd (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having its Registered Office at 6th Floor Mahindra Towers, 2-A Bhikaji Cama Place, New Delhi, through its Authorized Signatory Mr. Vinay Kumar S/o Late Mr. Tej Singh, duly authorized vide Board Resolution dated 22-07-2013.
- 7 M/s Alluvion Buildcon Pvt. Ltd., having its Registered Office at Shop No. G-9, Plot No. G-1, Community Centre, Vikaspuri, New Delhi-110018 through its Authorized Signatory Mr. Virendra Kumar Dubey S/o Mr. Bhagwan Dutt Dubey, duly authorized vide Board Resolution dated 22-07-2013.
- 8 M/s Alan Buildcon Pvt. Ltd. having its registered office at Shop No. G-9, Plot No. G-1, Community Centre, Vikaspuri, New Delhi 110018, through its Authorized Signatory Mr. Virendra Kumar Dubey S/o Mr. Bhagwan Dutt Dubey, duly authorized vide Board Resolution dated 22-07-2013.

For Indirapuram Habitat Centre Pvt. Ltd.

Director/Authorized Signatory

For AEZ Infratech Pvt. Ltd.

Authorized Signatory

For Madhuvan Group Pvt. Ltd.

Auth. Signatory

For LMTEX FABTRADERS PVT. LTD.

Director/Auth Signatory

For Aerens Developers & Engineers Ltd.

Authorized Signatory

For Aeren R Entertainment Pvt. Ltd.

Authorized Signatory

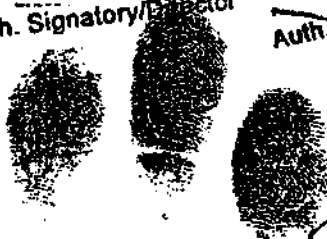
For Alluvion Buildcon Pvt. Ltd.

Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

Auth. Signatory/Director

XEROX COPY



Auth. Signatory

WHEREAS

- A. The SCIPL Consortium ("Consortium") has been awarded by the Ghaziabad Development Authority ("GDA") the bid for a real estate project for construction, development, maintenance and operation of a socio-cultural-cum-recreational-cum-commercial complex in Ghaziabad in the name of Indirapuram Habitat Centre ("IHC Project"). The Project is to be constructed upon a plot of land admeasuring 5.08 hectares located at plot No: 16, Indirapuram, off the NH-24 bypass ("Land") and the Consortium has executed a Lease Deed on February 3, 2006 for a term of 90 years ("Lease").
- B. Vide Consortium Agreement dated 12.09.2005, ("Agreement") parties thereto, agreed to form the Consortium on the terms contained therein, and the same was Registered on 28.09.2005 at S. No. 10713, Book No. IV, Volume No. 2609, at Pages 54 to 69 in the office of Sub-Registrar-V, New Delhi, to participate in the IHC Project.
- C. The Parties hereto considered it necessary and expedient to execute and register this Supplementary Agreement for the purposes of undertaking, implementing and executing the Project, more effectively and efficiently, and thus thereby delineating the roles and functions of the Parties with respect to the Project in terms of Para 12.1 of the Consortium Agreement dated 12/09/2005.

For Indirapuram Habitat Centre Pvt. Ltd. *[Signature]* Director/Authorised Signatory

For AEZ Infrastructure Pvt. Ltd. *[Signature]* Authorised Signatory

For Madhuvan Tleup Pvt. Ltd. *[Signature]* Auth. Signatory

For EMTEX FABTRADE PVT. LTD. *[Signature]* Director/Auth Signatory

For Aarav Developers & Engineers Ltd. *[Signature]* Authorised Signatory

For Aarav *[Signature]* *[Signature]*

For Allusion Buildcon Pvt. Ltd. *[Signature]* Auth. Signatory/Di

For Alan Buildcon Pvt. Ltd. *[Signature]* Auth. Signatory/Director

XEROX COPY

22/09/05
 62, Tejpal Park, Delhi-110022
 HARMIA
 ADVOCATE



- D. Further for the purposes of undertaking, implementing and executing the IHC Project, the parties to the Consortium Agreement executed a Supplementary Consortium Agreement dated 14.03.2007 delineating the roles and functions of the parties with respect to the IHC Project, which agreement was registered in the office of the Sub-Registrar-IV, Ghaziabad as Document No. 1005 in Book No. IV, Volume No. 2987 on page nos. 173 to 183 on 14.03.2007.
- E. In terms of the said Supplementary Consortium Agreement, it was agreed that the profit and loss ratio for the IHC Project amongst the Consortium members shall be as under and each of the members of the Consortium shall hold such rights and interest in the IHC Project to the said extent.

S.No.	Member of Consortium	Share
1.	M/s. Indrapuram Habitat Centre Pvt. Ltd (earlier Showman Clubs & Inns Private Limited)	91.730%
2.	AEZ Infratech Private Limited (earlier Aerens Kolmet Infrastructures Pvt. Ltd)	4.460%

For Indrapuram Habitat Centre Pvt. Ltd.

Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd.

Authorised Signatory

Auth. Signatory

For EMTEX FABTRADE PVT. LTD.

Director/Anch Signatory

Emtex Developers & Engineers Ltd.

Authorised Signatory

For Alan Buildcon Pvt. Ltd.

Auth. Signatory/Director

XEROX COPY Auth. Signatory/Director

Vinay

67, Taha Road
Gurgaon, Haryana
122002



3.	SM Towers Private Limited	2.197%
4.	Emtex Fabtrade Private Limited	0.630%
5.	Madhuvan Tieup Private Limited (hereinafter referred to as "MTPL")	0.640%
6.	Aerens Developers and Engineers Private Limited	0.062%
7.	Aeren R Entertainment Private Limited (earlier Samurai Entertainment Pvt Ltd.	0.052%
8.	Vatika Landbase Limited	0.162%
9.	RS Avtar Singh & Co.	0.067%

F. In terms of the Supplementary Consortium Agreement, Vatika Landbase Limited expressed its desire to withdraw from the SCIPL Consortium and, therefore, agreed that all its rights and interest in the IHC Project and any other future projects of the SCIPL Consortium shall vest solely with AEZ Infratech Private Limited and

For Indrapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd

[Signature]
Authorised Signatory

For Madhuvan Tieup Pvt. Ltd.

[Signature]
Auth. Signatory

for EMTEX FABTRADE PVT. LTD.

[Signature]
Director/Auth Signatory

For Aerens R Enterprises Pvt. Ltd.

[Signature]
Authorised Signatory

For Alluvion Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

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in pursuance of the Supplementary Consortium Agreement, executed a conveyance deed dated 23.03.2007 in respect of its 0.162% share in the IHC Project and in the said Land in favour of AEZ Infratech Private Limited, which conveyance deed was duly registered in the office of the Sub-Registrar IV, Ghaziabad as Document No. 6875 in Book No. I, Volume No. 8129 on page nos. 54 to 77 on 23.03.2007.

G. In terms of the Supplementary Consortium Agreement, R.S. Avtar Singh & Co. also expressed its desire to withdraw from the SCIPL Consortium and, therefore, agreed that all its rights and interest in the IHC Project and any other future projects of the SCIPL Consortium shall vest solely with S.M. Towers Private Limited and in pursuance of the Supplementary Consortium Agreement executed a conveyance deed dated 23.03.2007 in respect of its 0.067% share in the IHC Project and in the said Land in favour of S.M. Towers Private Limited, which conveyance deed was duly registered in the office of the Sub-Registrar IV, Ghaziabad as Document No. 6910 in Book No. I, Volume No. 8130 on page nos. 271 to 280 on 23.03.2007.

For Indirapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd.

[Signature]
Authorised Signatory

For Alan Buldcon Pvt. Ltd.

[Signature]
Auth. Signatory

For EMTEK FABTRADE PVT. LTD.

[Signature]
Director/Auth Signatory

For Alan Buldcon Pvt. Ltd.

[Signature]
Authorised Signatory

For Alan Buldcon Pvt. Ltd.

[Signature]
Auth Signatory

For Allusion Buldcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buldcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

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H. In the meanwhile, SM Towers Pvt. Ltd. stood merged with AEZ Infratech Private Limited and all the rights and interest of SM Towers Pvt. Ltd. in the IHC Project stood transferred to AEZ Infratech Private Limited. Thus, as on date, the IHC Project including the said Land is owned by the following members of the Consortium in the following ratios:

S.No.	Member of Consortium	Share
1.	M/s. Indrapuram Habitat Centre Pvt. Ltd (earlier Showman Clubs & Inns Private Limited)	91.730%
2.	AEZ Infratech Private Limited (earlier Aerens Kolmet Infrastructures Pvt. Ltd.)	6.886%
3.	Ertex Fabtrade Private Limited	0.630%
4.	Madhuvan Tie up Private Limited ("MTPL")	0.640%
5.	Aerens Developers and Engineers Private Limited (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)	0.062%
6.	Aeren R Entertainment Private Limited (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)	0.052%

For Indrapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd.

[Signature]
Authorised Signatory

For Madhuvan Tieup Pvt. Ltd.

[Signature]
Auth. Signatory

For EMTEX FABTRADE PVT. LTD.

[Signature]
Director/Auth Signatory

Aerens Developers & Engineers Ltd.

[Signature]
Auth. Signatory

For Aeren R Enterprises Pvt. Ltd.

[Signature]
Authorised Signatory

For Alluvion Buildcon Pvt.Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buildcon Pvt.

[Signature]
Auth. Signatory/Director

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- I. In SCIPL Consortium financial outlays till date were being made solely by the IHCPL (Lead Member of SCIPL). However, since now MTPL has made a considerable fiscal payment to IHCPL (Lead Member of SCIPL), consequent thereto IHCPL Lead Member in SCIPL Consortium has agreed to transfer 18.36% of its shareholding in SCIPL Consortium to MTPL along with consequential proportionate rights of administration and governance. Henceforth the MTPL shall have 19% shareholding in SCIPL Consortium.
- J. IHCPL (SCIPL) has also expressed its desire to transfer its some rights and interest in IHC project to M/s Madhuwan Tieup Pvt. Ltd, M/s Alluvion Buildcon Pvt. Ltd and M/s Alan Buildcon Pvt. Ltd. Also M/s Aerens Developers and Engineers Pvt. Ltd. and M/s Aeren R Entertainment Pvt. Ltd. (Both now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.) has expressed their desire to withdraw from SCIPL consortium
- K. Therefore the parties hereto have considered it necessary and execute and register the present Supplementary Consortium Agreement to Supplementary Consortium Agreement Dated 14-03-2007 for undertaking, implementing and executing the project more effectively and efficiently thereby further delineating the roles and functions of the parties more specifically restricting the roles and functions of IHCPL (Lead Member of SCIPL) and defining the role of MTPL another financial investor in IHC Project.

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For Indirapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For AEZ Infrotech Pvt. Ltd.

[Signature]
Authorised Signatory

For Madhuwan Tieup Pvt. Ltd.

[Signature]
Authorised Signatory

For EMTEX FABTRADE PVT LTD.

[Signature]
Director/Auth Signatory

For Aerens Developers & Engineers Pvt. Ltd.

[Signature]
Authorised Signatory

For Aeren R Enterprises Pvt. Ltd.

[Signature]
Authorised Signatory

For Alluvion Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

Now, therefore, this Supplementary Agreement to the Consortium Agreement dated 14.03.2007 records as under:

1. M/s Indirapuram Habitat Centre Pvt. Ltd., Lead consortium member, having expressed its desire to transfer 18.36% deemed rights and interest to Co-member M/s Madhuvan Tieup Pvt. Ltd., 9.938% deemed rights and interest to New member M/s Alluvion Buildcon Pvt. Ltd. and 10.948% deemed rights and interest to another new member M/s Alan Buildcon Pvt. Ltd. in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) with immediate effect. The said Indirapuram Habitat Centre Pvt. Ltd. will have only 52.484% right, claim, interest, liability, obligation or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present / future.
2. Similarly, Aerens Developers And Engineers Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having expressed its desire to withdraw from SCIPL Consortium, hereby withdraws from the Consortium and its deemed rights and interest in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) hereinafter vest solely with a New member, Alluvion Buildcon Pvt. Ltd. with immediate effect and the said Aerens Developers and Engineers Ltd., ceases to have any right, claim, interest or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present/future, and similarly Aerens Developers and Engineers Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), is absolved of each and every obligation and liability under the SCIPL Consortium Agreement.

For Indirapuram Habitat Centre Pvt. Ltd. For AEZ Infratech Pvt. Ltd For Madhuvan Tieup Pvt. Ltd.

Director/Authorised Signatory

Authorised Signatory

Auth. Signatory
Pvt. Ltd.

For FMTFX PABTRADE PVT. LTD.

Authorised Signatory

Signature

For Alluvion Buildcon Pvt. Ltd.

For Alan Buildcon Pvt. Ltd.

Auth. Signatory/Director

Auth. Signatory/Director

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3 Similarly, M/s Aeren R Entertainment Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having expressed its desire to withdraw from SCIPL Consortium, hereby withdraws from the Consortium and its deemed rights and interest in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) hereinafter vest solely with a New member, Alan Buildcon Pvt. Ltd. with immediate effect and the said M/s Aeren R Entertainment Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), ceases to have any right, claim, interest or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present/future, and similarly M/s Aeren R Entertainment Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), is absolved of each and every obligation and liability under the SCIPL Consortium Agreement.

4 As per the agreement between the Parties, the Parties have obtained the requisite permission from Ghaziabad Development Authority vide letter No 522 dated 06.06.2013 which is annexed herewith as Annexure-A, the Parties hereto profess and recognise that consequent to MTPL's major fiscal contribution in share of IHCPL in SCIPL Consortium, IHCPL along with other consortium members in SCIPL Consortium, has put 19% area of IHC Project under the use and occupation of MTPL and remaining 81% under the charge and responsibility of other members, in SCIPL Consortium. 19% area of IHC Project put under control of MTPL shall be delineated as area on which 'Integrated Centre For Learning For Young Children' has been constructed including upper basement, ground floor, first floor, second floor and third floor) in Socio Cultural Block of IHC Project including upper basement, ground floor, first floor, second floor and third floor and from which 'PRESIDIUM' School is being run. The respective areas have been delineated in the plan attached as Annexure 1.

06.06.2013

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For Indirapuram Habitat Centre Pvt. Ltd.
 Director/Authorised Signatory

For AEZ Infretech Pvt. Ltd.
 Authorised Signatory

For [Name] Pvt. Ltd.
 Director/Authorised Signatory

For FMFEX FABTRADE PVT. LTD.
 Director/Authorised Signatory

For [Name] Engineers Ltd.
 Authorised Signatory

For Alluvion Buildcon Pvt. Ltd.
 Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.
 Auth. Signatory/Director

5 Thus after execution of these presents MTPL to the extent of above defined 19% and remaining constituents to the extent of remaining 81% respectively shall be solely entitled to and responsible for now and at all times hereinafter be entitled to; including but not limited to govern, operate, manage, reign, control administer regulate, man, staff, etc. which shall purport, mean, include, imply, denote, signify, etc. MTPL and other constituents of SCIPL Consortium respectively shall have the right in the Land underneath thereof to the respective extent of their shareholding and also in each and every aspect of effective governance and administration without any limitation, curb, restraint, and/or control of each other.

6 Thus, as on date, the IHC Project including the said Land is owned by the following members of the Consortium in the following ratios: -

S.No.	Member of Consortium	Share
1.	M/s. Indirapuram Habitat Centre Pvt. Ltd (earlier Showman Clubs & Inns Private Limited)	52.484%
2.	AEZ Infratech Private Limited (earlier Aerens Kolmet Infrastructures Pvt. Ltd.)	6.886%
3.	Emtex Fabtrade Private Limited	0.630% -
4.	Madhuvan Tie up Private Limited ("MTPL")	19.00%
5.	Alluvion Buildcon Private Limited	10.00%
6.	Alan Buildcon Private Limited	11.00%

Aerens Development
 9.938
 1062
 16.948
 252
 11.00

For Indirapuram Habitat Centre Pvt. Ltd.

Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd

Authorised Signatory

For Madhuvan Tie up Pvt. Ltd.

Auth. Signatory

For EMTEX FABTRADE PVT. LTD.

Director/Auth Signatory

For Aerens Enterprises Pvt. Ltd.

Authorised Signatory

For Alluvion Buildcon Pvt.Ltd.

Auth. Signatory/Director

For Alan Buildcon Pvt.Ltd

Auth. Signatory/Director

- 7. The Parties agree that the terms of this Supplementary Consortium Agreement are in furtherance of the Consortium Agreement Dated 12-09-2005 & Supplementary Consortium Agreement Dated 14-03-2007 on the understanding and subject to the condition that this present Agreement is intended to and shall be construed to form part of the Consortium Agreement Dated 12-09-2005 & Supplementary Consortium Agreement Dated 14-03-2007.
- 8. That all terms and conditions of this Supplementary Consortium Agreement shall be harmoniously construed with the original Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 and in case of any conflict of any of the terms of the Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 with this Supplementary Consortium Agreement, the terms and conditions of this Supplementary Consortium Agreement shall prevail upon the original Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 thereto in terms of the above arrangement.
- 9. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.
- 10. The failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

XEROX COPY

For Indirapuram Habitat Centre Pvt. Ltd./or AEZ Infratech Pvt. Ltd./or Indirapuram Habitat Centre Pvt. Ltd.

Director/Authorized Signatory

Authorized Signatory

Auth. Signatory

For LMLX P&B TRADE PVT. LTD.

Vinay

Vinay

For Alluvion Buildcon Pvt. Ltd.

Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

Auth. Signatory/Director

11. That the interest of each of the members hereto shall be equivalent to their percentage above in the Said Lands subject matter of the lease executed between the GDA and the Consortium. It is further clarified that in case the Said Lands are converted into free hold, then each of the members shall be entitled to get respective percentage of the land as earmarked in the plan annexed hereto out of the Said Land registered in their respective names
12. That the parties have further agreed that in case any of the parties seeks partition of their respective areas as delineated in the plan annexed hereto and takes possession of the area falling in its share then such party shall be deemed to be the owner thereof for all intent and purposes.
13. That no modification, representation, promises or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.
14. That any notice, letter or communication to be made, served or communicated unto any of the parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed at the address shown above or changed address as may be intimated by the said party
15. Each party hereto represents that it has been duly authorized to execute and deliver this Supplementary Consortium Agreement. This Supplementary Consortium Agreement has been duly executed and delivered in the name of and on behalf of such party by its respective duly authorized representative and constitute a legally valid and binding agreement of such Party enforceable subject to and in accordance with its terms.

XEROX COPY

For Indirapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorized Signatory

For AEZ Infratech Pvt. Ltd

[Signature]
Authorized Signatory

For EMTEX FABTRALE PVT. LID.

[Signature]
Director/Auth Signatory

For [unclear] Developers & Engineers Ltd.

[Signature]
Authorized Signatory

For Alluvion Buildcon Pvt.Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buildcon Pvt.Ltd

[Signature]
Auth. Signatory/Director

For [unclear]

[Signature]
[unclear]
[Signature]
[unclear]

16. This Agreement will be governed by and construed in accordance with the laws of India.
- a. In the event of any dispute or difference arising between the Parties herein relating to the construction, meaning or effect of this Supplementary Consortium Agreement or regarding the rights and liabilities of the Parties herein, the same shall be referred to a sole arbitrator appointed by written mutual consent of the parties, who shall adjudicate the reference in accordance with the Arbitration and Conciliation Act, 1996 or any amended or substituted statute for the time being in force.
 - b. The parties shall not at any time during the subsistence or after termination of this Supplementary Consortium Agreement, question in any manner the authority of the Arbitrator named herein in any manner or on any ground whatsoever.
 - c. The named Arbitrator shall not be substituted unless he dies or refuses to hold the office of Arbitrator. In case of either eventuality, the parties shall alone be entitled to substitute the Arbitrator to decide the dispute in accordance with this Supplementary Consortium Agreement.
 - d. The award given by the Arbitrator shall be final and binding between the parties.
 - e. The venue of arbitration shall be at Delhi alone and the Parties agree that they shall be subject to the exclusive jurisdiction of the Courts in Delhi only.

XEROX COPY

For Indrapuram Habitat Centre Pvt. Ltd. or AEZ Infrotech Pvt. Ltd.

[Signature]
 Director/Authorised Signatory

[Signature]
 Authorised Signatory

For Madhuban Tiscp Pvt. Ltd.

[Signature]
 Auth. Signatory

[Signature]

For EMTEX FABTRALL PVT. LTD. or Development & Engineers Ltd.

[Signature]
 Director/Auth Signatory

[Signature]
 Authorised Signatory

For Allevion Building Pvt. Ltd.

[Signature]
 Auth. Signatory/Director

For Alan Buldcon Pvt.Ltd.

[Signature]
 Auth. Signatory/Director

IN WITNESS WHEREOF, the Parties have affixed their signatures on this Supplementary Agreement on the day, month and year first written above.


1. Indirapuram Habitat Centre Private Limited
For Indirapuram Habitat Centre Pvt. Ltd.


(Authorized Signatory)

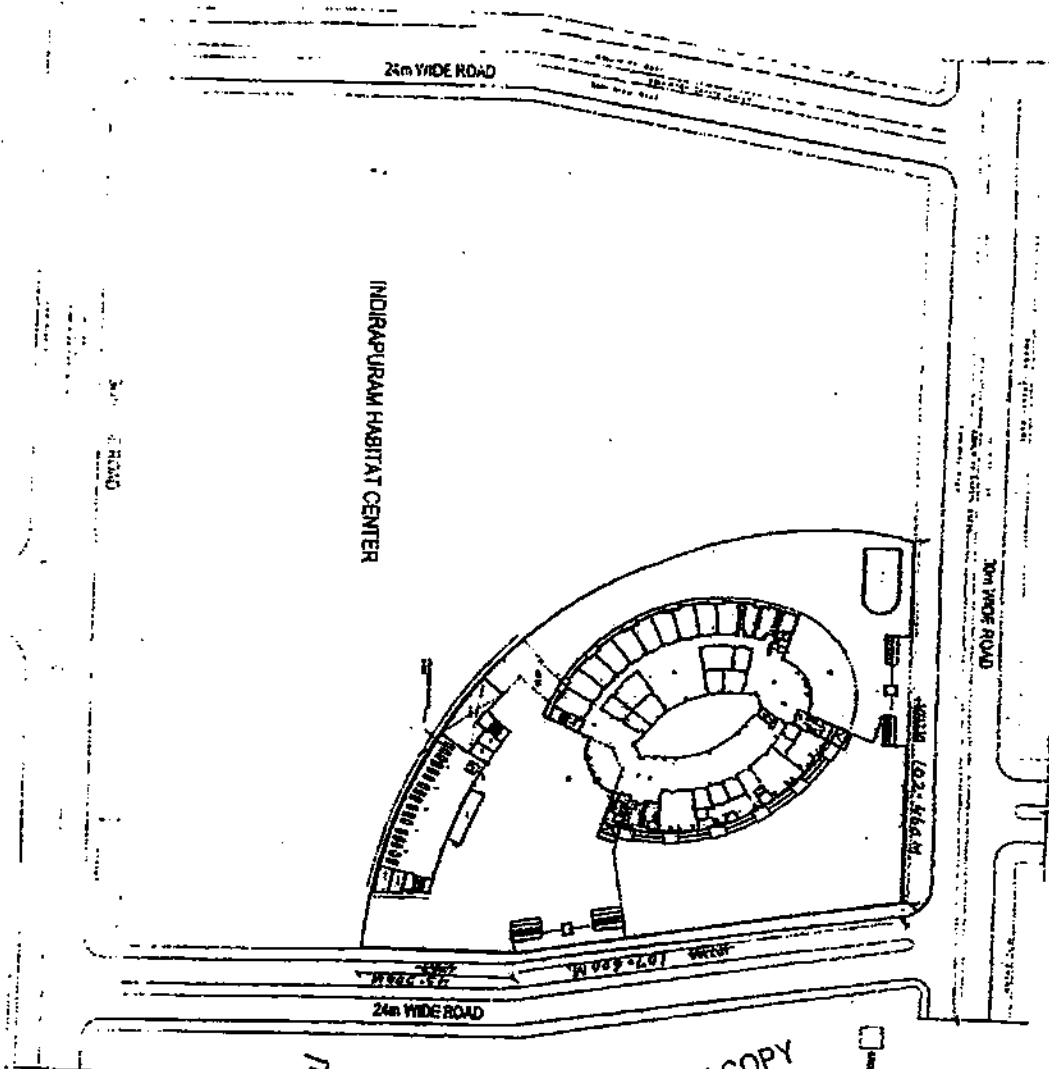
2. AEZ Infrotech Private Limited
or A.E.Z. Infrotech Pvt. Ltd.


(Authorized Signatory)

3. M/s Madhuvan Tieup Private Limited
For Madhuvan Tieup Pvt. Ltd.


(Authorized Signatory)

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XEROX COPY

Indirapuram Habitat Centre Pvt. Ltd.

Director/Authorised Signatory

For AEZ Tech Pvt. Ltd.

For Medhavan Group Pvt. Ltd.

Auth Signatory

EMi EX FABRI

Director/Auth Signatory

For Aerop Engineers Ltd.

For Aerop Engineers Pvt. Ltd.

Authorised Signatory

Authorised Signatory

For Alluvion Buildcon Pvt.Ltd.

Auth. Signatory/Director

For Alan Buildcon Pvt.Ltd.

Auth. Signatory/Director



गाजियाबाद विकास प्राधिकरण

विकास पथ, गाजियाबाद

पत्र सं. : 522/व्यव.अनु./12-13

दिनांक : 06/6/13

सेवा में,

मै० एस. सी. आई. पी. एल. कन्सोर्शियम,
702-704, डी मॉल, नेताजी सुभाष पैलेस,
पीतामपुरा, नई दिल्ली 110034.

विषय : मै० एस. सी. आई. पी. एल. कन्सोर्शियम द्वारा प्रस्तुत नया पैटर्न अनुमति किये जाने के सम्बन्ध में।
महोदय,

उपयुक्त विषयक आपके पत्र दिनांक 11.03.2013 के सम्बन्ध में अगत कथना है कि उपाध्यक्ष महोदय द्वारा प्रदत्त स्वीकृति दिनांक 05.06.2013 के क्रम में आपके अनुरोध पत्र दिनांक 11.03.2013 में दर्शाया गया निम्नानुसार न्यू पैटर्न लागू किये जाने में पूरक कन्सोर्शियम अनुबन्ध निष्पादित कराये जाने की शर्त पर प्राधिकरण को कोई आपत्ति नहीं है:-

NEW PATTERN

S.No.	Name of the Members	Percentage
1	Indirapuram Habitat Centre Pvt. Ltd.	52.484 %
2	AEZ Infratech Pvt. Ltd.	6.886 %
3	Alluvion Buildcon Pvt. Ltd	10.000 %
4	Alan Buildcon Pvt. Ltd.	11.000 %
5	Emtex Fabtrade Pvt. Ltd.	0.630 %
6	Madhuvan Tie Up Pvt. Ltd.	19.000 %
	Total	100.000 %

कृपया उपरोक्त अनापत्ति न्यू पैटर्न के अनुसार पूरक कन्सोर्शियम अनुबन्ध निष्पादित कराकर इसकी एक प्रति अधोहस्ताक्षरी को प्रेषित करने का कष्ट करें।

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भवदीय,

(ज्ञानेन्द्र वर्मा)
संयुक्त सचिव (व्यव.)

For Indirapuram Habitat Centre Pvt. Ltd.

Director/Authorized Signatory
[Signature]

or AEZ. Infrotech Pvt. Ltd.

Authorized Signatory
[Signature]

For Madhuvan Group Pvt. Ltd.

Auth. Signatory
[Signature]

For EMLX F-Build

Director/Authorized Signatory
[Signature]

For Alan Buildcon Pvt. Ltd.

Auth. Signatory/Director
[Signature]

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4. M/s Emtex Fabtrade Private Limited

[Signature]
(Authorized Signatory)

5. M/s Aerens Developers & Engineers Pvt. Ltd (ADEL) (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)

[Signature]
(Authorized Signatory)

6. Aeren R Entertainment Pvt. Ltd (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)

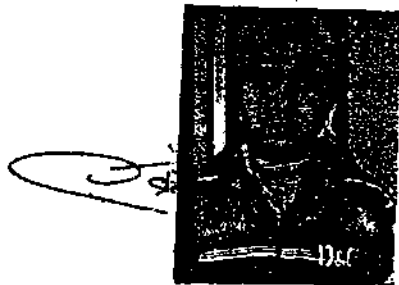
[Signature]
(Authorized Signatory)

7. M/s Alluvion Buildcon Pvt. Ltd.
For Alluvion Buildcon Pvt. Ltd.

[Signature]
(Authorized Signatory)

8. M/s Alan Buildcon Pvt. Ltd.
For Alan Buildcon Pvt. Ltd.

[Signature]
(Authorized Signatory)



For Indirapuram Habitat Centre Pvt. Ltd. For AEZ Infratech Pvt. Ltd.

Director/Authorised Signatory Authorised Signatory Auth. Signatory

For EMTEX FABTRAGE PVT. LTD. For Aerens Developers & Engineers Ltd. For Aerens Real Estate Pvt. Ltd.

Director/Auth Signatory Authorised Signatory Authorised Signatory

For Alluvion Buildcon Pvt.Ltd. For Alan Buildcon Pvt.Ltd.

Auth. Signatory/Director Auth. Signatory/Director

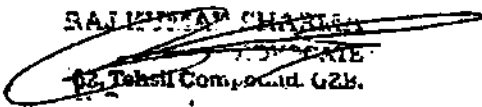
WITNESS : 

1- Mr. Vinod Kumar S/o Mr. Dharmpal Singh
R/o- Tehsil Compound, Ghaziabad
DL No.: -V9490/NT

2- Mr.  Rahul Tilak Sharma
Advocate
M.J. 09718943711, 07895306711

Date: -25-07-2013 Drafted by **RAJKUMAR SHARMA**,
Advocate, Registration No.2331/89, Ch. No.62,
Tehsil Compound, Ghaziabad has prepared/written
as per facts explained by the parties & parties
photographs have been attested on the basis of I.D.
proof.

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RAJKUMAR SHARMA
Advocate
Tehsil Compound, Ghaziabad

810212.

Memorandum of Understanding

This Memorandum of Understanding is being executed on 8th day of August, 2011

Between

M/s Indirapuram Habitat Centre Private Limited, having its registered office at E-11, 3rd Floor, Defence Colony, New Delhi - 110021 through its director Sh. Vikas Goel (hereinafter referred to as "IHCPL" which expression shall mean and include unless repugnant to the context its authorized representatives, permitted assigns, executors and all those claiming through them)

AND


M/s Presidium Educational Institution Private Limited having its office at 11/77, West Punjabi Bagh, Delhi - 110026 through its authorized signatory Anand Bansal, Director for the time being of the company (hereinafter referred to as "Management" which expression shall mean and include unless repugnant to the context its authorized representatives, permitted assigns, executors and all those claiming through them)

This Memorandum of Understanding is executed in continuation of the Agreement dated : 16th January, 2010 :

WHEREAS in a Public Auction held by the Ghaziabad Development Authority (GDA), IHCPL (formerly known as M/s Showman Clubs & Inns Pvt. Ltd), being the highest bidder, was declared successful bidder on 05-10-2005, in respect of a plot bearing No. 16, Ahinsa Khand-1, Indirapuram, Ghaziabad (UP), (hereinafter referred to as the 'said Plot') measuring 50,800 sq. mt., and the said plot was allotted in favour of IHCPL by the GDA vide Letter No. 738/Comm. Land/05 dated 06-10-2005, subject to the terms and conditions, notified by the GDA, for the development of a Socio Cultural Commercial project.

AND WHEREAS GDA has executed a Lease Deed conveying leasehold rights in respect of the said plot, in favour of IHCPL and the same was executed and got registered vide document no. 2290/06, book no. 81 volume no. 6357, page no. 193 to 216 on 03-02-2006 and the peaceful vacant physical possession of the said plot was also handed over by the GDA to IHCPL vide Letter No. 706/Comm. Land/06/GDA dated 03-02-2006.

For Indirapuram Habitat Centre Pvt. Ltd.


Director

For Presidium Educational Institution Pvt. Ltd.


Director

INDIRAPURAM HABITAT CENTRE PVT. LTD.
Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

AND WHEREAS IHCPL has obtained necessary approvals/permissions/sanctions/authorities and got prepared the layout plans and designs in respect of a Socio Cultural Commercial project to be constructed on the said plot under the name of 'Indirapuram Habitat Centre'. The building plan has also been sanctioned from the Ghaziabad Development Authority vide their letter bearing no. 295/116/THA/Zone-03/Comm/05-06 dated 26-02-2007 in respect of the said project & has commenced the construction of the said project on the said plot consisting of two level Basements, & building for the socio Cultural, Recreational & Commercial area as per the GDA Norms.

AND WHEREAS IHCPL has already provide to the Management the socio cultural portion being a 2 B+G+3 storeyed building comprised in approx. 208000 sq. ft (approx. 68000 sq.f.t. Non FAR for basement and approx. 140000sq.ft. FAR for school)in the said project for the running of a school. (hereinafter referred to as the "said premises"), more specifically shown in colour "red" in the plan annexed along with the Agreement dated : 16th day of January, 2010.

AND WHEREAS the IHCPL has agreed to provide area of approx. 3,00,000/- sq. ft. more in the said project for the running of a school. (hereinafter referred to as the "said premises"), on the terms and conditions mentioned below :

NOW WITNESSTH THIS MEMORANDUM OF UNDERSTANDING AS UNDER:


PART A

I .INTERPRETATION

- 1) That all recitals and annexures to this Agreement shall form an integral part of this Agreement.
- 2) Rules of Interpretation:-

In this Agreement, unless the context otherwise requires:

- a) words denoting the singular number shall include the plural and vice versa;
- b) words denoting any gender shall include all genders;
- c) words denoting persons shall include bodies of persons and corporations and vice versa;

For Indirapuram Habitat Centre (P) Ltd

Director

For Presidium Educational Institution Pvt.Ltd.


Director

INDIRAPURAM HABITAT CENTRE PVT. LTD.

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

d) where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;

e) References to any Party shall include the party's successors and permitted assigns;

f) References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;

g) documents executed pursuant to this Agreement or any part thereof shall form part of this Agreement;

h) reference to any 'Agreement' or 'notice' shall mean an Agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;

II. LEASE

- 3) That IHCPL hereby gives the said premises on lease to Management for a period of 50 (Fifty Years)
- 4) That the stamp duty and the registration charges for the registration of the present lease shall be borne by the management.

III. TENURE OF AGREEMENT

- 5) That the term of this Agreement shall be Fifty years from the execution of this Agreement. The parties will review the agreement after every Ten Years where after the parties shall execute a fresh agreement, if required after reviewing all the conditions contained in the present agreement. The lease of Fifty years for the premises is irrevocable and can only be terminated if there is violation of terms and conditions of the agreement by the Management which cannot be rectified by the Management.

IV. CONSIDERATION

For Indrapuram Habitat Centre (P) Ltd

Director

For Presidium Educational Institution Pvt Ltd

Director

INDRAPURAM HABITAT CENTRE PVT. LTD

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

- 6) That as consideration for the usage of the said building, the IHCPL shall be entitled to 20% of the gross revenues of the school each month including but not limited to revenues made from the student fees, sale of school uniforms, books, stationery, equipments, etc. but excluding transportation fee and refundable Securities. The such 20% shall be paid by the 15th day of each subsequent month. That the school shall provide the yearly audited accounts to IHCPL. IHCPL shall further be provided through its auditors, accountants and authorized personnel complete access to the books of accounts, balance sheets, bank statements, etc. as maintained by the school and IHCPL shall be entitled to conduct a complete independent audit at its costs if it so desires.
- 7) That in case of delay in payment of the consideration by the Management to IHCPL, same shall carry interest for the delayed period to be calculated @ 12% per annum till payment is not made.
- 8) The Management paying the above consideration and observing the other terms and conditions of the agreement on its part, shall peacefully possess, occupy and use the scheduled premises and the other rights herein conferred without interruption and interference from the IHCPL or any other party. The IHCPL shall duly observe and perform the obligation of their part herein contain and extend all their cooperation to enable the second party to fulfill the terms and conditions and obligations on its part.

V. SCHOOL NAME :

- 9) That the school in the said building shall be run under the name and style and brand of " Presidium". It is agreed between the parties that the brand name " Presidium " shall at all times remain the property of the Management and IHCPL shall not use the said trademark or brand in any manner or purpose than is specifically agreed upon between the parties. The parties however agree that the school shall at all times during the pendency of this Agreement shall be run under the brand name " Presidium ".
- 10) That the IHCPL shall however, be free to use the name of the school and the brand name of the management in its advertisements, circulars, newsletters etc.

PART B

I. RESPONSIBILITIES OF IHCPL

- 11) That in terms of the understanding between the parties, IHCPL shall undertake the construction of a 2B+G+3 storey building comprising of approx. 1.40 lac sq. ft. (FAR

For Indirapuram Habitat Centre (Pvt) Ltd

Director

For Presidium Educational Institution Pvt.Ltd.

Director

INDRAPURAM HABITAT CENTRE (PVT) LTD.

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

area for school) and approx. 68000 sq. ft. (Non FAR area for basement) in an area of approx. 14000 sq. yds in the Socio Cultural portion being constructed on the said premises under the name of 'Indrapuram Habitat Centre' (hereinafter referred to as the said building) at its own costs.

- 12) That all approvals related to construction of the said building including building plans, layouts, sanctions, etc has been obtained and the construction is in full swing, IHCPL shall undertake construction of the said building in terms of the approved building plans, sanctions, etc which are sought by IHCPL from the appropriate government authorities.
- 13) That IHCPL is constructing the project and shall handover the constructed bare shell of the said building to the Management within a period of 15 days from the date of this agreement to enable the management to complete the same for running of school.
- 14) That the Management shall ensure that they shall obtain Recognition / CBSE affiliation / approval for running school as and when it becomes applicable and necessary. The management alone shall be responsible and liable for fulfilling all conditions/criteria for obtaining such approvals and further shall be responsible and liable that no breach of such condition takes place at any such time. However, all the papers / documents if required for the same will be given by IHCPL. The completion certificate of the school building from the Government / Local authorities will be obtained by the IHCPL .
- 15) That house tax/municipal tax or any other tax, charge, levy, cess etc payable to the respective govt./authority related to the said premises shall be borne and paid by the IHCPL. The service tax, trade tax or any other tax, cess, levy etc applicable to running the said school shall be paid by the Management.
- 16) The IHCPL will produce and sign (or execute a power of attorney in favour of authorized representative of Management to do the same) all such papers which may be necessary to apply or obtain registration (s) /License (s) / Permission (s) / permit (s) which may be necessary for the running of School / Educational Institution.

II . RESPONSIBILITIES OF MANAGEMENT

- 17) That the Management shall provide a sum of Rs. 25.00 (Rupees Thirty Crore Only) to IHCPL for the expenses to be done for the creation of the infrastructure of the school building. The Management shall undertake the hard and soft interiors of the said

For Indrapuram Habitat Centre (Pvt) Ltd.


Director

For Presidium Educational Institution Pvt.Ltd.


Director

INDRAPURAM HABITAT CENTRE (PVT) LTD.

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

building including Flooring, woodwork, furnishings, etc. at its own costs. The Management shall also provide along with the said building, movables as required and other amenities including furniture, electrical fittings and fixtures, air conditioning, computers, etc. as specifically provided for in Schedule A to this Agreement. The costs towards provision of all movables shall be also on the account of the Management. The Management shall however ensure that while undertaking work within the building that it shall not in any manner damage or weaken the structure of the said building and/or the structural soundness of the said building.

- 18) That IHCPL shall handover the said building (bare shell) completed in terms of present Agreement to the Management whereafter the Management shall complete all the interior work and other fittings to be installed by them and obtain such permissions/sanctions/licenses necessary for running the school and start functioning of a school in the said building as per the standards and specifications as provided specifically in Schedule B. For the purposes of this Agreement the start of functioning of the school shall be said to be the first academic session.
- 19) That at the time of start of the first academic session the Management shall ensure that the school should start with Pre school and Pre Primary classes..
- 20) That the Management shall ensure that they shall obtain Recognition / CBSE affiliation / approval for running school as and when it becomes applicable and necessary. The management alone shall be responsible and liable for fulfilling all conditions/criteria for obtaining such approvals and further shall be responsible and liable that no breach of such condition takes place at any such time.
- 21) That the Management shall be responsible to set up, establish and run the school in the said building including recruiting staff and teachers and setting up the curriculum and syllabus, provide high quality educational software and other software, etc.
- 22) That the Management shall further be required to provide for at its own costs all electrical appliances necessary including fans, sufficient lighting facilities, office equipment including copiers, scanners, etc, stationery, and all other equipment and materials required for the daily workings of the school such as Smart boards, audio-visual systems, etc. The Management shall be responsible for setting up of the school transport system including purchasing buses, setting out traffic routes, engaging drivers or hiring any transport agency for the same.
- 23) That the Management shall ensure with regard to the transport system that only qualified and eligible drivers and conductors are permitted to be part of school

For Indirapuram Habitat Centre (P) Ltd.


Director

For Presidium Educational Institution Pvt.Ltd.


Director

INDIRAPURAM HABITAT CENTRE PVT. LTD

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

transport system. The Management shall ensure that the police verification of drivers/conductors engaged by the school is done.

- 24) That the Management shall be liable to obtain and maintain all necessary approvals, sanctions, licenses etc. as and when it becomes applicable and necessary for running the school from the said building at its own costs and any violation of the same or failure to obtain or maintain any such approval, license, sanction shall be the liability of the Management.
- 25) That the Management shall be liable and responsible for payment of all Salaries/Provident Funds/ESI and all other statutory payments and compliances for the purposes of running a school and shall render a certificate of their chartered accountant certifying that all are being complied on quarterly basis.

That the management shall be responsible for getting approval & sanction as and when it becomes applicable and necessary for running the said school from any authority, State Govt. Central Govt. etc. at its own cost & effects and shall also be liable to pay one time or periodic payments, taxes etc, related to running the said school to the respective authorities.

- 26) That the security of the school/staff and especially the students shall be the sole responsibility of the Management and the Management shall ensure that no mishap with regard to any student takes place while the students are in the school and are under the custody of any of the teachers and/or on school trips and/or on school functions and/or while they are coming to school or returning from school to their houses through the school provided transportation and/or in every respect connected with the obligations of running of the school and that of the management. The Management shall ensure that adequate number of housekeeping and security personnel are available at all times in the school and for the purposes of running the school as also adequate and fully qualified teachers at all times engaged and available for the purposes of school related activities.

- 27) The complete running of the school including payment of salaries, PF, other statutory compliances, approvals required for running of the school, etc., including but not limited to any criminal or civil action that may arise due to any incident, event, dispute arising from the running of the school shall be the exclusive liability of the Management. The Management hereby agrees to indemnify and indemnified the IHCPL against any action, civil and criminal, and any costs, levies, liabilities, judgement, decrees, etc, that may be levied due to the acts done by the employees, management or any person acting on behalf or representing the school or which may in any manner arise in running the said school in the said building.

For Indirapuram Habitat Centre Pvt Ltd

Director

For Prestium Educational Institution Pvt Ltd.

Director

INDIRAPURAM HABITAT CENTRE PVT LTD

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

28) The Management shall not by way of assigning, licensing, subletting or otherwise part with the possession of the whole or any part of the scheduled premises. It is clearly expressed by the IHCPL that the Management is taking the scheduled premises to be used for running of school / educational institution for its own use and use of its associate and group Companies, Trusts, Societies or organizations. Therefore, the Management may at its discretion permit and allow any one or more of the aforesaid companies / trusts / societies / organizations to share, possess, occupy or use the scheduled premises. Such sharing, possession, occupation or use shall not be considered as assigning, licensing or parting with the possession. If required IHCPL will execute Education Collaboration Agreement in favor of such associate and group Company, Trust, Society or organization on same terms and conditions as contained herein.

III. LOCK IN PERIOD AND TERMINATION OF AGREEMENT


29) That first 10 (Ten) years from the execution of these presents shall be considered to be the lock-in period wherein the management cannot terminate the present lease. The IHCPL alone can terminate the present lease during the lock in period in case the Management fails to pay 20% of the Collection at scheduled premises continuously for any six month, in which case also the management shall further be required to pay the entire revenues for the unexpired lock in period on the basis of average revenue generated for IHCPL.

30) That after the expiry of initial 10 (Ten) years lock in period the MANAGEMENT can terminate the present lease by serving one (1) year advance written notice in writing to the IHCPL or paying revenues in lieu thereof.

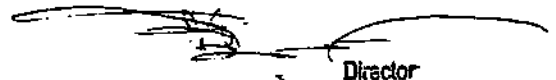
31) That IHCPL shall be entitled to terminate the said Agreement only in case of default of the Management of any of the terms of this Agreement on giving six (6) months notice. It is however agreed that in view of the nature of activity being conducted by the Management, the termination shall become effective from the end of the academic year in which the IHCPL terminates the present Agreement. The Management shall be entitled to terminate the said Agreement on giving one(1) year written notice to IHCPL, which shall become effective at the end of the academic year subsequent to the expiry of the termination notice period of one year.

32) That at the time of termination of this Agreement, if the agreement is terminated with mutual consent, IHCPL shall be entitled to if it so desires to take over of students and faculty of the school so as to continue to run the school from the said building. If the IHCPL decides to exercise such option, the Management shall be

For Indrapuram Habitat Centre (P) Ltd.


Director

For Presidium Educational Institution Pvt.Ltd.


Director

INDRAPURAM HABITAT CENTRE PVT LTD

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

obligated to clear all dues, liabilities, etc. of the school till date of handing over to IHCPL.

- 33) That upon the termination of these presents the management shall ensure that they handover the building back to the IHCPL in a pristine condition subject to wear and tear while ensuring that IHCPL can immediately continue with the operations of running of a school without having to renovate or undertake repairs.
- 34) That at the termination of this Agreement and at the time of vacating the said premises, the Management shall ensure that it removes all equipment, things, stationary etc. belonging to it within Thirty (30) days becoming effective i.e. declaration of the result for the academic year, corresponding with the date of termination, failing which ownership of all such things shall vest into IHCPL. The Management shall also dismantle all interiors which are not fixed and are movable without causing any damage to the structure of the said building. IHCPL shall however, if it so desires, retain the interiors as installed by the Management in the said building for such consideration as the parties may mutually agree upon.
- 35) At the time of termination of these presents, the choice of continuing to run a school at the building shall be that of IHCPL without any restriction and further without any obligation of IHCPL other than the fact that at such time the brand name and the IPR rights of the Management shall not be used by IHCPL.

PART C

I. MISCELLANEOUS

- 36) That it is further agreed between the parties that the school shall allocate a separate room provided along with air conditioning and all other facilities including internet access, lighting fixtures, house keeping services etc. at its own costs which shall be available for the use of IHCPL.
- 37) That authorized personnel of IHCPL shall further be entitled to interact with the staff, employees, and other members without any restraint by the any official or employees or representative of the school. But authorized personnel of IHCPL will never interfere in any manner in the day to day functioning of the school nor give any orders to staff, employees and other members of the Management which may cause any hindrance in the smooth running of school.
- 38) That it is further agreed between the parties that at all the functions, programmes, etc of the school sitting arrangement is done in such a manner that the chair next to that

For Indrapuram Habitat Centre Pvt Ltd

Director

For Presidium Education Institution Pvt.Ltd.

Director

INDRAPURAM HABITAT CENTRE PVT LTD

Regd. Off. E-11, 3rd Floor, Defence Colony, New Delhi - 110024

of the chief guest is at all times reserved for a special guest/guest of honour, who shall be nominated by IHCPIL.

39) That the Management shall ensure that the school to be run by them shall be at all times be equivalent to the standards and quality maintained by the Management for their other schools being run and maintained by them in the NCR.

40) That the Management shall be provided designated parking positions for vehicles of the school and shall be entitled to only use such areas which are earmarked for parking and no other areas.

41) That IHCPIL shall at all times be free to sell the said building to any person or entity of its choice or to create any third Party rights in parts or in full in accordance with law and undertakes that such new third party buyer shall continue to be bound by the terms of the present Agreement as applicable. The Management shall atorn to the new Third Party buyer accordingly without objection.

42) The present Agreement only constitutes license in favour of the Management to enter upon and run the school, in terms of these presents.

43) That neither of the parties shall be deemed to be agent of the other party.

44) That the consideration payable to the IHCPIL under these presents shall at all times be payable at New Delhi and subject to all applicable laws.

45) That no modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by both the parties and all previous agreements, letters, correspondence, if any shall be deemed to be null and void and the relation of the parties shall be governed by the terms of the present Agreement only.


46) If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.

47) Each of the parties shall, whilst this Agreement is in force and thereafter, keep and ensure that its employees and agents keep, in strict confidence, any information that it has acquired or may acquire from other party or has access to and it shall not, without the prior written consent of the concerned party use such information in any

For Jodhpuram Habitat Centre, P. V. L. N.


Director

For President Educational Institutions P.V.L.L.D


Director

INDIRAPURAM HABITAT CENTRE
Regd. OFFICE-11, 3rd Floor, Defence Colony, New Delhi - 110024

way or manner for any purposes other than for the purposes of achievement of the transactions contemplated hereby, except for such information,

- i. which is already known to any Party at the time when such information is disclosed to the party; or
- ii. which is publicly known without any fault of the parties; or
- iii. which is legally acquired from third parties by that Party; or
- iv. which any of the parties may be required to disclose pursuant to applicable law or to any regulations or guidelines of or to its external auditors or financiers.

II . DISPUTE RESOLUTION

48) That in case of any dispute between the parties, the same shall be referred for arbitration to two arbitrators appointed one by each of the parties to this agreement and in case of tie the same shall be referred to an independent umpire appointed with mutual consent of both the parties. The venue of arbitration shall be New Delhi and the language shall be English.

In case of dispute between the parties, the management shall ensure that while the said dispute is pending adjudication, the consideration payable shall continue to be paid by the management to the IHCPL.

III . JURISDICTION

49) That the courts at Delhi shall alone have the jurisdiction to try and decide any dispute between the parties.

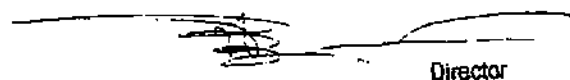
IV . FORCE MAJEURE

50) Notwithstanding hereinbefore mentioned, this Agreement shall be deemed to have been suspended for the period during which and to the extent to which either Party hereto is prevented, hindered or delayed from performing any part of this contract by reason and any cause or circumstances of Force Majeure and which can not be overcome by diligence and such affected party shall be excused from such performance to the extent that it was necessarily of events, such a happening or event shall include, but not be limited to Acts of God, any restriction, regulation, order, acts

For Indirapuram Habitat Centre Pvt Ltd


Director

For Presidium Educational Institution Pvt.Ltd.


Director

INDRAPURAM HABITAT CENTRE PVT LTD

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024

of omission or operation by any central, State, Local, Municipal or any other authority concerned, wars, fire, explosion etc. The Parties hereto recognize that the policy in relation to prohibition of any Central, State, Local, Municipal or any other authority concerned has a vital bearing on the ability of either of the Parties hereto in fulfillment of its obligations mentioned in the Agreement.

Neither Party shall be liable to the under for any loss, damage or delay caused by war, riots, civil war, lock-outs, labour trouble or infrastructural deficiency, commotion, any other cause or contingencies beyond the reasonable control which prevents or delays it in performing any obligation incurred under or arising out of this Agreement.

V. COMMUNICATION

- 51) That any notice, letter or communication to be made, served or communicated unto any of the parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is sent by Registered Post at the addresses given hereinabove.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement in the presence of witnesses attesting hereunder:

1) WITNESSES:

Karish
1. Karish Chander
Tripathi
B-2/101, Ind. P. Post
Sector-16, Rohini
Delhi.

For Indirapuram Habitat Centre (P) Ltd

[Signature]
Director
IHCPL

For Presidium Educational Institution Pvt Ltd.

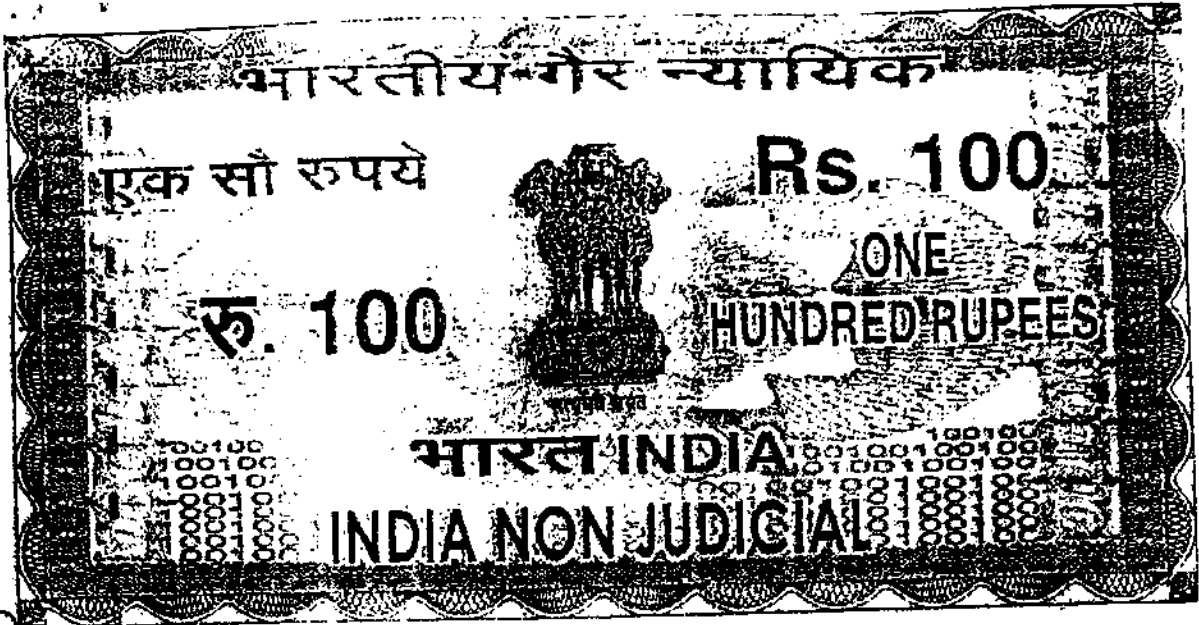
[Signature]
Director

MANAGEMENT

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INDRAPURAM HABITAT CENTRE PVT LTD

Regd. Off: E-11, 3rd Floor, Defence Colony, New Delhi - 110024



दिल्ली DELHI

1-11-2010

M 431912

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter referred to as this "MoU") is executed at New Delhi on this 1st day of November, 2010:

BETWEEN

- 1) Indrapuram Habitat Centre Private Limited, a lead member of SCIPL Consortium, of 9 members, as listed at Annexure-1, created vide Consortium Agreement dated 12.09.2005, acting through its authorised representative Mr. Sanjeev J. Aeren, duly authorised vide Resolution dated 05.10.2010, (hereinafter referred to as "IHC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its legal representatives, assigns, successors, attorneys) of the FIRST PART;

AND

- 2) Prestidum Educational Institution Private Limited, a company duly incorporated and existing under the provisions of Companies Act, 1956, having its office at 11/77, West Punjabi Bagh, Delhi - 110 026, acting through its authorised representative Mr. Prateek Gupta, duly authorised vide Board Resolution dated _____, (hereinafter referred to as "Prestidum", which expression

For Indrapuram Habitat Centre Pvt. Ltd.

Authorised Signatory

For Prestidum Educational Institution Pvt. Ltd.

Authorised Signatory

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of

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14CPL
707, Nehru Place

shall, unless repugnant to the context or meaning thereof, mean and include its sister concerns, legal representatives, assigns, successors, attorneys) of the SECOND PART;

AND

- 3) Lakhota Group (as per details provided in Schedule-I attached hereto with this MOU) represented through Mr. Subhash Chandra Lakhota, son of Mr. R.N.Lakhota, resident of S-228, Greater Kailash-II, New Delhi (hereinafter referred to as "Mr. Lakhota", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/their legal heirs, legal representatives, assigns, successors, attorneys, nominees etc.) of the THIRD PART;

AND

- 4) Somani Group (as per details provided in Schedule-II attached hereto with this MOU) represented through Mr. Ashish Somani, son of Mr. Mahendra Kumar Somani, resident of A200, New Friends Colony, New Delhi (hereinafter referred to as "Mr. Ashish Somani", which expression shall, unless repugnant to the context or meaning thereof, mean and include his/their legal heirs, legal representatives, assigns, successors, attorneys, nominees etc.) of the FOURTH PART.

The Party of the THIRD PART and Party of the FOURTH PART shall hereinafter be individually referred to as such and collectively as the "Buyers".

The Parties of the FIRST, SECOND, THIRD and FOURTH PART above are hereinafter individually referred to as such and collectively as the "Parties".

RECITALS

A. WHEREAS IHC has represented to the other Parties that:

- (I) IHC is the allottee of lease hold rights of land measuring approximately 5.08 hectares, i.e. approximately 50,800 square meters, situated at Plot No.16, Ahirsa Khari-I, Indrapuram, Ghaziabad, Uttar Pradesh (hereinafter referred to as "said Plot");
- (II) IHC was declared as the highest and successful bidder in a public auction held by Ghaziabad Development Authority ("GDA") on 05.10.2005 in respect of the said Plot which was allotted to it vide letter bearing No.738/Commercial Land/05 dated 05.10.2005 issued by Ghaziabad Development Authority in favour of IHC;
- (III) The Ghaziabad Development Authority executed a lease deed dated 03.02.2006 (hereinafter referred to as "said GDA Lease Deed") in favour of IHC by virtue of which lease hold rights in respect of the said

Indrapuram Habitat Centre Pvt. Ltd.

2

Ghaziabad Development Authority
Ghaziabad, Uttar Pradesh

Ashish Somani

Plot were transferred by Ghaziabad Development Authority in favour of IHC. The said GDA Lease Deed is registered with the office of Sub-Registrar, Ghaziabad as Document No.2290/06, Book No.01, Volume No.6357 page Nos.193 to 216 on 03.02.2006. Simultaneous to the execution of the said GDA Lease Deed, vacant physical possession of the said Plot was handed over by the Ghaziabad Development Authority to IHC;

(iv) The three major land uses permitted by GDA on the said Plot along with the permissible FAR (Floor Area Ratio) distribution for such permissible land uses are as follows:

- a. Socio-Cultural: 50% (FAR) (hereinafter referred to as "Socio Cultural Block")
- b. Recreational: 30% (FAR)
- c. Commercial: 20% (FAR);

(v) IHC has represented that it has obtained all necessary approvals / permissions / sanctions for constructing the Presidium Area in the Socio Cultural Block to be developed in the socio cultural-cum recreational cum commercial complex on the said Plot under the name of Indrapuram Habitat Centre as per terms and conditions of the said GDA Lease Deed (hereinafter referred to as "said Complex");

(vi) Building plans with respect to Presidium Area have been sanctioned by Ghaziabad Development Authority vide their letters bearing No.295/116/THA/Zone-03/CONN/05-06 dated 26.02.2007 and Letter No.102/360/IHN/Habitat Centre/10.11 dated 01.07.2010;

(vii) IHC has completed construction of two levels of Basement & building consisting of Ground Floor, First Floor, Second Floor and Third Floor, collectively having a super area of approximately 1,79,073 square feet, forming part of Socio-Cultural Block of the said Complex, more clearly shown/marked in the colour red in the map annexed hereto as Annexure-1 (hereinafter referred to as the "Presidium Area").

B: AND WHEREAS IHC and Presidium have entered into a Collaboration Agreement dated 01.07.2010 (hereinafter referred to as said "Collaboration Agreement"), for establishing, managing and operating a school/educational institute under the name and style of "Presidium" (hereinafter referred to as the "Educational Institute") in the Presidium Area. In pursuance of the Collaboration Agreement, IHC has handed over possession of the Presidium Area

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30/11/2010

Handwritten signature
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For Indrapuram Habitat Centre Pvt. Ltd.

For Presidium Educational Institute Pvt. Ltd.

Handwritten signature
Approved By

to Presidium and the Education Institute is being managed and operated from the Presidium Area in terms of the Collaboration Agreement since 01.07.2010;

C. AND WHEREAS IHC has allotted super area admeasuring 51,128 square feet to the Somani Group and 13,472 square feet to Lakhota Group in the Presidium Area which forms a part of the Socio Cultural Block, more clearly detailed and described in Schedule-III and marked in the colour yellow in the map annexed hereto as Annexure-2 (hereinafter referred to as the "said Property"), in favour of Buyers vide Space Buyer's Agreements dated 28.10.2010 (hereinafter referred to as said "Space Buyer's Agreements");

D. AND WHEREAS pursuant to the said Space Buyer's Agreements for the sake of expediency, the Buyers have executed Lease Deeds dated 29.10.2010 (hereinafter referred to as the "said Lease Deeds") and Option Agreements dated 30.10.2010 (hereinafter referred to as the "said Option Agreements") with Presidium which is running the Educational Institute from the Presidium Area in collaboration with IHC;

E. AND WHEREAS now, the Parties have mutually agreed to modify and / or add and / or amend certain terms and condition with respect to the transaction contemplated under aforesaid Collaboration Agreement, Space Buyer's Agreements, said Lease Deeds and said Option Agreements.

NOW, THEREFORE, the Parties are entering into this MoU for recording inter alia additional / amended / modified terms and conditions mutually agreed between them with respect to the transaction contemplated under the abovementioned Collaboration Agreement, Space Buyer's Agreements, said Lease Deeds and said Option Agreements.

The recitals hereinabove contained shall constitute an integral part of this MOU.

1 THE ARRANGEMENT

The Parties hereby mutually agree to modify the terms and conditions of the Collaboration Agreement, Space Buyer's Agreements, said Lease Deeds and said Option Agreements in the following manner and / or to the following effect:

1.1 Said Lease Deeds

The Parties have agreed that in modification/amendment/addition to the terms and conditions agreed by Presidium and Buyers under the said Lease Deeds, Parties shall be bound by the terms and conditions mentioned hereunder:

1.1.1 Presidium undertakes to renew the lease under the said Lease

For Independent Habitat Centre Pvt. Ltd.

Authorized Signatory

For Presidium Educational Institution Pvt. Ltd.

Authorized Signatory

Deeds for at least 5 (Five) Terms of 11 (Eleven) months each by giving a notice for the same to the Buyers 6 (Six) months prior to the expiry of each Term under the respective Lease Deeds. In the event the Lease Deeds are terminated at any time before the scheduled expiry of 6th Term due to non-renewal of the lease by Presidium as aforesaid, or violation by Presidium of the terms of Lease Deeds, then Presidium shall be liable to pay to Buyers, as liquidated damages, for the balance period remaining before the scheduled expiry of the 6th Term, an amount equivalent to the Monthly Rent payable monthly as per Lease Deed dated 29.10.2010 and/or escalated Monthly Rent as per the schedule attached to the said Option Agreements excepted simultaneous to the Lease Deeds alongwith full maintenance charges as may be decided by FIC and dues, if any, and taxes as may be applicable on such payment.

1.1.2 Presidium shall pay the Monthly Rent as per the Lease Deed and Monthly Rent escalation schedule provided in the said Option Agreements.

1.1.3 Post Dated Cheques (PDCs)

1.1.3.1 It is agreed between the Parties that Presidium shall, for ensuring compliance of the aforesaid condition, deposit with Buyers before commencement / first month of each Term, a total of 11 (Eleven) PDCs duly authorized by Mr. Prateek Gupta as authorized signatory for Presidium, each such PDC being equivalent to Monthly Rent, for the Monthly Rent payable for such entire Term.

1.1.3.2 It is further agreed between the Parties that Presidium shall also, along with the PDCs for the current Term referred to in Clause 1.1.3.1, deposit 5 (Five) PDCs duly authorized by Mr. Prateek Gupta, each such PDC being equivalent to 11 months' Monthly Rent, as security for each of the subsequent Terms remaining.

1.1.3.3 Further, it is also agreed between the Parties that Presidium shall, 2 (Two) months before the expiry of each Term, renew all PDCs given by it to the Buyers by issuing 11 fresh monthly PDCs in place of old cheques in their favor in terms of Clause 1.1.3.2 and Buyers shall, simultaneous to the receipt of renewed PDCs, return all PDCs given by Presidium to Buyers.

Accepted by: _____

For Presidium Habitat Centre Pvt. Ltd.

For Presidium Education Pvt. Ltd.

1.1.4 Stamp Duty, Registration Charges, Taxes, Penalties etc.

1.1.4.1 It is agreed between the Parties that all statutory Stamp Duty, Registration Charges or other charges that are payable or may become payable in future with respect to the execution/registration of the said Lease Deeds or Service Tax, dues, levies, other taxes etc. levied or leviable in future on the Monthly Rent, shall be exclusively borne and paid by Presidium.

1.1.4.2 It is further agreed between the Parties that all fines, penalties etc. levied or which may be levied in future by any competent authority for non-payment or for payment of insufficient Stamp Duty or Registration Charges or taxes with respect to the said Lease Deeds shall be exclusively borne and paid by Presidium.

1.1.4.3 It is further agreed between the Parties that in the event Presidium fails or neglects to pay Stamp Duty, Registration Charges or penalty etc. as provided in Clauses 1.1.4.1 and 1.1.4.2, then said Stamp Duty, Registration charges or penalty etc., as the case may be, shall be paid by IHC.

1.1.4.4 further in the event that Buyers, though not under/bound by any obligation to pay, pay any of the sums referred to hereinabove in Clauses 1.1.4.1 to 1.1.4.3, then the Buyers shall be entitled to claim reimbursement of the sums so paid along with interest, from Presidium and / or IHC.

1.1.5 IHC hereby represents and confirms that it shall ensure payment of Monthly Rent and PDCs as per Clause 1.1.1, 1.1.2, 1.1.3 and 1.1.4 by Presidium to the Buyers and if, in any case, Presidium ~~is unable to pay or fails to pay~~ or fails to pay/delays in paying Monthly Rent or PDCs as per terms of this MOU, said Lease Deeds and other agreements, then in that case IHC shall pay and deliver the said Monthly Rent and PDCs to the Buyers and IHC shall be entitled to recover the same from Presidium.

1.1.6 As agreed between the Parties under the Lease Deeds, clause 16.1 reads as "All statutory stamp duty and registration charges that shall be incurred for getting the Lease Deeds executed and registered shall be solely borne by the Lessor." However, only

Dr. Indira Devi Habilit Centre Pvt. Ltd.

Authorized Signatory

necessary in connection *Krishna Sreenivas*

For Presidium Educational Institution Pvt. Ltd.

[Signature]
Authorized Signatory

the Parties have agreed to amend the said clause to the effect that the stamp duty and registration charges for the Lease shall be borne by the Lessee. Thus, now clause 16.1 of Lease Deeds from the date of Lease Deeds shall be read as under: "All statutory stamp duty and registration charges incurred for getting the Lease Deed executed and registered shall be solely borne by the Lessee."

1.2 Space Buyer's Agreements

The Parties have agreed that in addition to the terms and conditions agreed by IHC and Buyers under the said Space Buyer's Agreements respectively, Parties shall be bound by additional terms and conditions mentioned hereunder:

- 1.2.1 IHC hereby assures and acknowledges that it will on or before 01st August 2015 get the Socio Cultural Block of the said Complex converted from lease hold to free hold or obtain permission from Ghaziabad Development Authority for sale and transfer of area/space in the Socio Cultural Block in favour of Buyers/third parties.
- 1.2.2 IHC further assures and agrees that it shall transfer all the rights, title and interest in the area/space allotted to the Buyers under the said Space Buyer's Agreements respectively (hereinafter referred to as "Buyers' Area") by executing registered Sale Deed or other conveyance documents as mutually agreed between IHC and Buyers, in favour of Buyers respectively with regard to the respective Buyers' Area, immediately after getting Socio Cultural Block of the said Complex, including Presidium Area, converted from lease hold to free hold or after obtaining permission from Ghaziabad Development Authority for transfer of area/space in the Socio Cultural Block, as the case may be.
- 1.2.3 IHC further assures and acknowledges that it shall provide a release letter from Ghaziabad Development Authority within 60 (Sixty) days from the date of execution of this MoU evidencing that the above mentioned mortgage to the Ghaziabad Development Authority on the Buyers' Area has been released by Ghaziabad Development Authority and that the Buyers' Area is free from any other mortgage, including but not limited to charge/mortgage from HUDCO/Bank of India, of any nature whatsoever.

Shri Indraprastha Habitat Centre Pvt. Ltd.

Authorized Signatory

For President

Arjun Singh

Authorized Signatory

1.2.4 It is also agreed between the Parties that till the time Presidium is in possession of Presidium Area or part thereof for operation of Educational Institute, maintenance of Presidium Area, Common Areas and Facilities of Presidium Area including Buyers' Area, shall be done by Presidium at its own cost

1.2.5 It is further agreed between the Parties that till the time Presidium is in possession of the Presidium Area including the said Property, it shall pay the proportionate charges for maintenance of the Common Areas and Facilities of the said Complex (as defined under the said Space Buyer's Agreements) on the basis of invoice/bills raised by IHC or Maintenance Agency, as the case may be.

1.2.6 Buyers have the right to transfer the rights granted to them under the Space Buyer's Agreements to any third party / entities (Subsequent Purchasers) and IHC shall endorse the Space Buyer's Agreements and Presidium shall endorse the Lease Deeds and Option Agreements respectively in favour of such third Parties / entities (Subsequent Purchasers, as defined in said Lease Deeds). Further, it is agreed between the Parties that the Buyers may assign/transfer the rights and benefits obtained under the Space Buyer's Agreement to any third party free of charge and no transfer charges in this regard shall be payable by the Buyers or claimed from the transferees if (i) it is first assignment/transfer by the Buyers; and (ii) if such transfer/assignment is within family or between Group Companies. For the sake of expediency it is clarified that a letter from Buyers stating that any entity/person is a group company/family member shall be sufficient for the purpose of this Clause and no other proof of the same shall be required by IHC and / or Presidium.

1.2.7 The Buyer have expressed their desire to get their respective Space Buyer's Agreement registered with the competent authorities. However, IHC has shown its inability to get the same registered with the competent authorities immediately. Therefore, the parties have agreed that as and when IHC convey to the buyers its willingness to get the Space Buyer's Agreement registered with the Competent Authorities, the parties shall extend all possible assistance for getting their respective Space Buyer's Agreement registered with the competent authorities.

For Presidium Habkey Centre Pvt. Ltd.

[Signature]

[Signature]

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For Presidium Educational Institute Pvt. Ltd.

[Signature]
Authorized Signatory

However, in the event any penalty, fine or interest etc., of any nature whatsoever, is levied or imposed by the Competent Authorities on the Buyers for non payment or stamp duty and /or delay in getting the Space Buyer's Agreement registered, then all such penalty, fine or interest etc, shall exclusively borne and paid by IHC.

1.2.8 Further, buyer shall be liable to pay stamp duty and registration charges as per present circle rate, leviable by the competent authorities on the stamp duty and /or registration charges, duty increased in the circle rate and/or increase in the rate of stamp duty and/or increase in the registration charges from the date of the execution of this MOU till the date IHC presents and gets the Space Buyer's Agreement registered with the competent authorities, shall be exclusively borne and paid by IHC.

1.2.9 It is agreed between the parties that in the event Lakhotia group and/or Somani Group has to initiate/ defend any proceedings/suits in the Courts of Law as detailed in clause 18.1 of Space Buyer's Agreement, then IHC shall reimburse, within a period of 15 days from the date of demand, all the cost expenses including court fees, attorney's fees and other charges, along with interest @18% p.a. compounded annually, that may be incurred by Lakhotia Group and/or Somani Group in defending/contesting such suits/proceedings.

1.2.10 It is further agreed between the parties that the sale consideration payable by the buyers in the Space Buyer's Agreement is fixed and free from escalation, of any nature whatsoever, and exclusive of service tax.

1.3 The Parties have agreed that in addition to the terms and conditions agreed by them under Clause 1.1 and 1.2, Parties shall be bound by the terms and conditions mentioned hereunder:

1.3.1 Increase in FAR

1.3.1.1 It is agreed between the Parties that in the event IHC is allowed any additional FAR above existing FAR of 1.20 plus compounding upon the said Plot by competent authorities, then in that event IHC shall, irrespective of the fact whether Somani Group and / or Lakhotia Group has sold the said property/any portion thereof, immediately and free of any cost and stamp

For Lakhotia Habitat Group Pvt. Ltd.

Authorized Signatory For Presidium E... Somani Ignition Pvt. Ltd

Authorized Signatory

give/provide 2 (Two) brand new 7 series BMW cars or its equivalent to be decided at the sole option of Somani Group and Lakhota Group respectively, one each to (i) Somani Group; and (ii) Lakhota Group which shall be free from charges of any nature whatsoever including and not limited to hypothecation etc. IHC agrees that as and when any increase in FAR is permitted by the Competent Authorities, it shall give intimation of same to Somani Group and Lakhota Group within 15 (Fifteen) days of grant of such permission. Further, Somani Group and Lakhota Group shall within 15 (Fifteen) days from the date of receipt of intimation of approval of additional FAR, provide IHC all details with respect to the cars to be provided to them including and not limited to colour/model specifications etc. IHC shall within further period of 15 (Fifteen) days make the payment for cars to the authorized dealer.

1.4 It is expressly agreed between the Parties that IHC hereby represents and confirms that it shall ensure that Presidium shall comply with all its obligations, representations and warranties undertaken by it under this NOU, said Lease Deeds, said Option Agreements and Collaboration Agreement. However, in case Presidium fails or neglects to perform its obligations, representations and warranties undertaken by it, then IHC shall fulfil all those obligations, representations and warranties, as the case may be.

1.5 The Parties undertake to be bound by the aforesaid original / amended terms and conditions mutually agreed between them with respect to the transaction contemplated under the abovementioned Collaboration Agreement, Space Buyer's Agreements and said Lease Deeds and in the event of inconsistency between the terms of this NOU and the relevant applicable terms of the Collaboration Agreement, Space Buyer's Agreements and said Lease Deeds, the Parties shall be bound by terms as provided in this NOU.

2 BUYBACK OBLIGATION

2.1 It is agreed between the Parties that the IHC shall, within 18 (Eighteen) months from the date of execution of the Space Buyer's Agreement, obtain a clarification/permission/approval from GDA with respect to Clause 11 of the GDA Lease Deed, that need joining part of 3000

For Presidium Education Institution Pvt. Ltd

Authorized Signatory

Cultural Block including the Premises (hereinafter referred to as "said Area") is transferable to third party/ies.

2.2 It is further agreed between the Parties that in the event GDA, in its reply to clarification/permission/approval sought by JHC regarding transferability of said Area as per Clause 2.1 hereinafore, clarifies that said Area can be transferred by JHC in favour of third party, then JHC shall, at the sole option of the third Party and / or the Fourth Party, undertake the following:

2.2.1 It shall, immediately upon expiry of 36th (Thirty Sixth) month from the date of execution of Space Buyer's Agreement, buy back 50% (Fifty Percent) area of the said Property at the rate which is equivalent to 2+1/2 (Two and a half) times the then prevailing circle rate; and

2.2.2 It shall, immediately upon expiry of 48th (Forty Eight) month from the date of execution of Space Buyer's Agreement, buy back the remaining unsold area, i.e. the area out of the said Property which has not been sold/transferred/assigned by the Buyers in favour of any third party, at the rate which is equivalent to 3.15 (Three point one five) times the then prevailing circle rate.

2.3 However in the event where no reply is received from GDA or GDA in its reply to clarification/permission/approval sought by JHC regarding transferability of said Area as per Clause 2.1 hereinafore, clarifies that said Area is non transferable by JHC in favour of third party, or in the event JHC fails to obtain any clarification/permission/approval in the regard from GDA, then JHC shall undertake the following:

2.3.1 It shall immediately, within 1 (One) month from the date of receiving such clarification/permission/approval sought by JHC regarding transferability of said Area as per Clause 2.1 hereinafore, buy back 50% (Fifty Percent) area of the said Property at the rate which is equivalent to 2+1/2 (Two and a half) times the then prevailing circle rate.

DISPUTE RESOLUTION
3.1 Governing Law

3.1.1 This MOU shall be governed by and construed in accordance with the laws of INDIA, without regard to the principles of conflict to law of any other jurisdiction.

For President Educational Institution Pvt Ltd
Authorized Signatory

Handwritten signature

3.2 Jurisdiction

3.2.1 The Parties irrevocably agree that, subject to arbitration, the Courts at Ghazabad, Uttar Pradesh alone shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this MOU.

3.3 Arbitration

3.3.1 Any and all claims, disputes, questions or controversies involving the Parties and arising out of or in connection with or relating to this MOU, or the execution, interpretation, validity, performance, breach or termination hereof, including without limitation the provisions of this Article (individually, a *Dispute*) shall be resolved by such Parties within 1 (One) month of the arising of a Dispute by amicable negotiation and conciliation between the Parties, failing which the Dispute shall be adjudicated by a sole arbitrator Mr. Subhash Lalwalia (appointed unanimously by the Parties) in accordance with the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be New Delhi alone. All arbitration proceedings shall be conducted in the English language.

4 MISCELLANEOUS

4.1 Indemnification

4.1.1 IHC and Praxidium, as the case may be, shall indemnify and keep Buyers, their officers, agents and employees, fully indemnified against all costs, charges, damages, losses suffered by Buyers due to any defect in the title of IHC and/or construction of the said Property or by reason of any breach, default, contravention, non-observance or non-performance by IHC of the terms, conditions and provisions of this MOU.

4.2 Other Agreements etc etc etc etc MOU:

4.2.1 The Collaboration Agreement, Space Buyer's Agreements and said Lease Deeds shall hereinafter be read and construed in conjunction with these presents of this MOU and shall be regarded as varied and modified and/or replaced accordingly. Save as enlarged and modified and replaced as aforesaid, the Collaboration Agreement, Space Buyer's Agreements and said Lease Deeds shall continue to remain in full force and effect.

4.3 Amendments

[Signature]
For Praxidium Educational Institute Pvt. Ltd.

[Signature]
For Praxidium Educational Institute Pvt. Ltd.

[Signature]

4.3.1 Amendments to this MOU are only valid if made in writing and signed by all Parties.

4.4 Waiver

4.4.1 Any express or implied waiver by the Parties of any default shall not constitute a waiver of the other Party's default. All original rights and powers of Parties under this MOU will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by any Party.

4.5 Severability

4.5.1 If any portion of this MOU shall be declared invalid by order, decree or judgement of a court of competent jurisdiction, this MOU shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this MOU.

4.6 Counter Parts

4.6.1 This MOU is executed in 4 (Four) counterparts, each of which is an original and which together have the same effect as if each Party had signed the same document.

IN WITNESS whereof this MOU has been duly executed and delivered on the date written first above:

SIGNED and DELIVERED by:

WITNESSES:

1. *Mishith Gupta*
MISHITH GUPTA
B-169 Sheikh Sarai I
NEW DELHI.

[Signature]
(Mr. Sanjeev Aeren)
For and on behalf of IHC

(Mr. Prateek Gupta)
For and on behalf of Presidium

[Signature]
(Mr. Subhash Chandra Lakhota)
For and on behalf of Lakhota Group

[Signature]
(Mr. Ashish Somani)
For and on behalf of Somani Group

2. *Manish Duda*
Manish Duda
7-7/43
Nehru Place
New Delhi

[Signature]
For Presidium Educational Institution Pvt. Ltd.

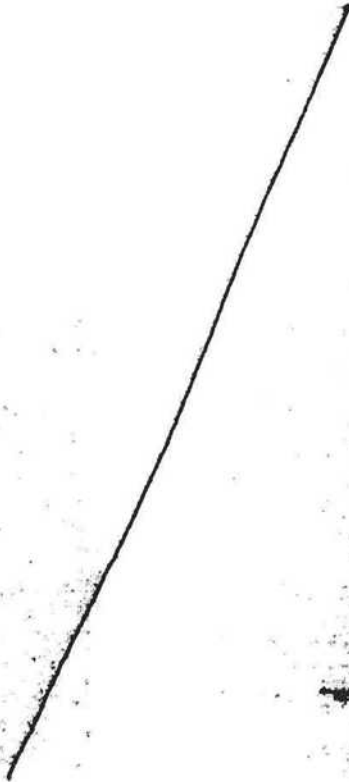
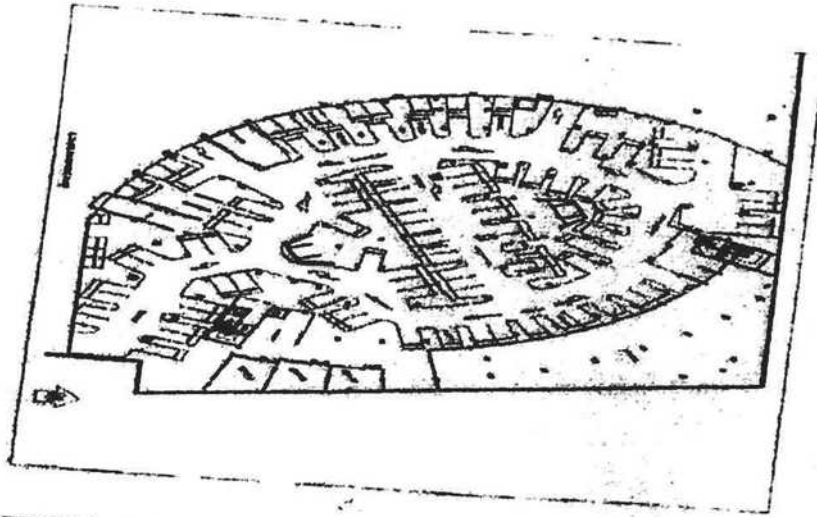
Authorized Signatory

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Annexure - 1

Map of Presidium Area

Lower Basement Plan



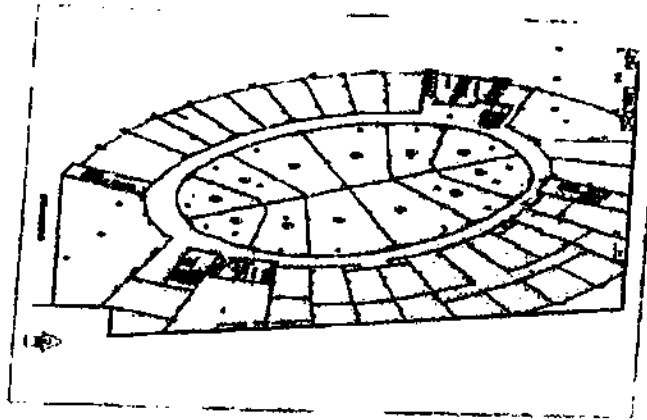
Handwritten signature: Arun Kumar

For *Presidium Education Centre Pvt. Ltd.*

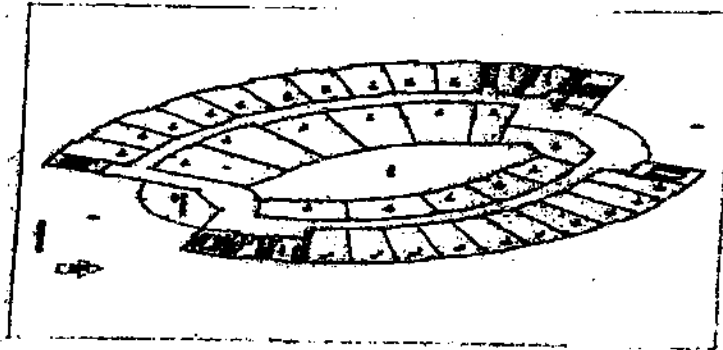
For Presidium Educational Institution Pvt. Ltd.

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Authorized Signatory

Upper Basement Plan



Ground Floor Plan



Arjun Singh

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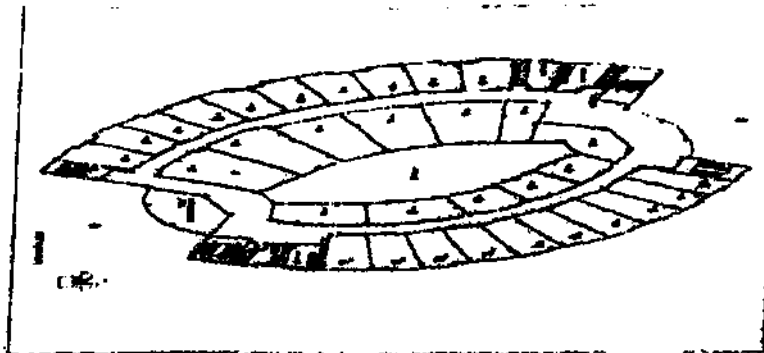
First Floor Plan

107 Indraprastha Habitat Centre I

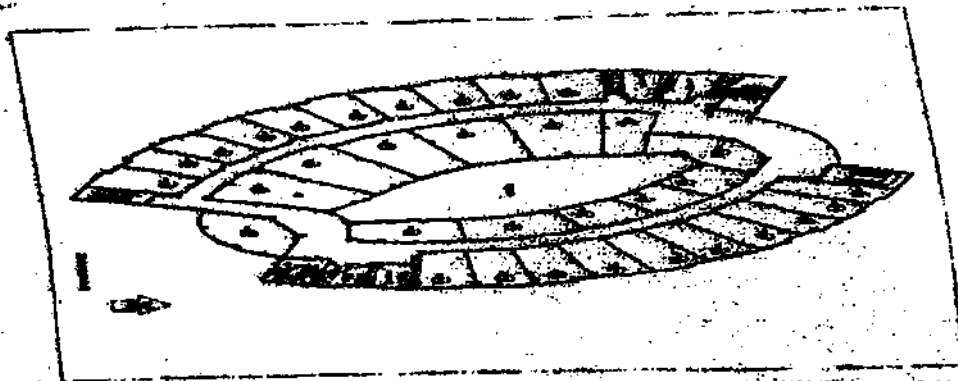
For President Educational Institution Pvt. Ltd.

15

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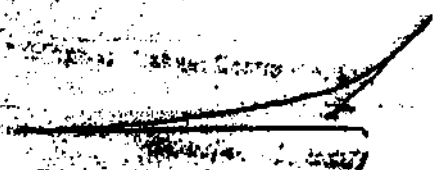


Second Floor Plan



Azhar Hassan

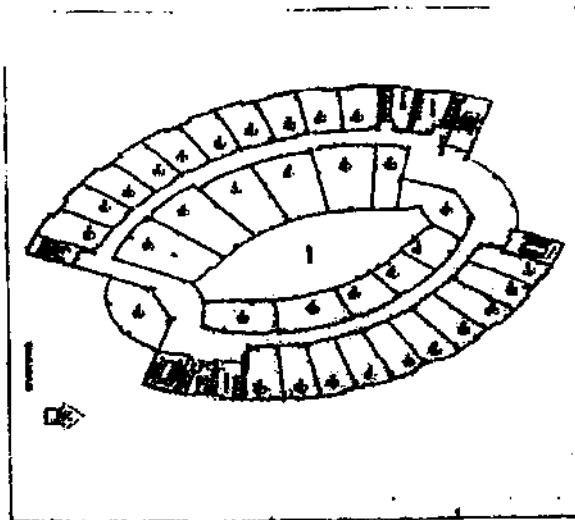
Third Floor Plan



For Pakistan Educational Institution Pvt. Ltd.

16

Authorized Signatory

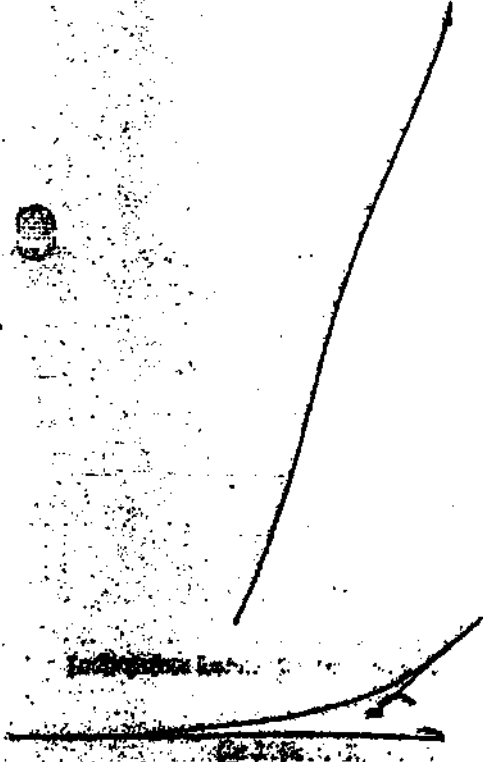


Annexure-2

Map of said Property

Secretary to Institution

Atul K. Gaur



For President Education Institution Pvt. Ltd.

17

Secretary

SCHEDULE-I

Details of Lakhota Group

Lakhota Group

	Covered Area	Super Area
Room No.	Sq. ft.	Sq. ft.
GF-01	604	984
GF-02	581	948
GF-03	585	954
GF-04	591	964
FF-101	604	984
FF-102	581	948
FF-103	585	954
FF-104	591	964
SF-201	604	984
SF-202	581	948
SF-203	585	954
TF-301	604	984
TF-302	581	948
TF-303	585	954

For Andhra Pradesh Hospital Centre Pvt. Ltd.

For President Education Institute Pvt. Ltd.

R. V. L. Srinivas

For President Education Institute Pvt. Ltd.

SCHEDULE-II

Details of Somani Group

	Covered Area	Super Area
Room No.	Sq. ft.	Sq. ft.
GF-08	590	962
GF-09	588	958
GF-10	581	946
GF-25	549	895
GF-26	617	1006
GF-27	617	1005
GF-28	617	1005
GF-29	617	1005
GF-30	618	1007
GF-31	616	1004
GF-32	617	1006
GF-33	616	1004
GF-34	601	979
FF-108	590	962
FF-109	588	958
FF-110	581	946
FF-125	549	895
FF-126	617	1006
FF-127	617	1005
FF-128	617	1005
FF-129	617	1005
FF-130	618	1007
FF-131	616	1004
FF-132	617	1006
FF-133	616	1004
FF-134	601	979
SF-208	590	962
SF-209	588	958
SF-210	581	946
SF-225	549	895
SF-226	617	1006
SF-227	617	1005
SF-228	617	1005
SF-229	617	1005
SF-230	618	1007
SF-231	616	1004
SF-232	617	1006
SF-233	616	1004
SF-234	601	979
TF-308	590	962

For Information of the Public

Handwritten signature

Handwritten signature

For Provisional Educational Institute Pvt. Ltd.

Handwritten signature

TF-309	588	958
TF-310	581	946
TF-325	549	895
TF-326	617	1006
TF-327	617	1005
TF-328	617	1005
TF-329	617	1005
TF-330	618	1007
TF-331	616	1004
TF-332	617	1006
TF-333	616	1004
TF-334	601	979



For Independent Member Center

Handwritten signature

SCHEDULE-III**Details of said Property**

Unit Wise Detail To Be Inserted

	Covered Area	Super Area
Room No.	Sq. ft.	Sq. ft.
UB-01	1022	1668
UB-02	1237	2017
UB-03	1869	3047
UB-04	1937	3157
UB-05	1244	2027
UB-06	1108	1806
UB-07	1176	1916
UB-08	1278	2083
UB-09	2130	3473
UB-10	2055	3350
UB-11	1223	1993
UB-12	938	1529
GF-01	604	984
GF-02	581	948
GF-03	585	954
GF-04	591	964
GF-05	592	966
GF-06	590	962
GF-07	590	961
GF-08	590	962
GF-09	588	958
GF-10	581	946
GF-11	1216	1982
GF-12	673	1096
GF-14	1254	2043
GF-15	1199	1954
GF-16	1199	1954
GF-17	1178	1920
GF-18	630	1027
GF-19	825	1345
GF-20	760	1239
GF-21	767	1250
GF-22	534	871
GF-23	512	835
GF-24	501	817
GF-25	549	895
GF-26	617	1006
GF-27	617	1005
GF-28	617	1005

For President Education Institution Pvt. Ltd.

GF-29	617	1005
GF-30	618	1007
GF-31	616	1004
GF-32	617	1006
GF-33	616	1004
GF-34	601	979
FF-101	604	984
FF-102	581	948
FF-103	585	954
FF-104	591	964
FF-105	592	966
FF-106	590	962
FF-107	590	961
FF-108	590	962
FF-109	588	958
FF-110	581	946
FF-111	1303	2124
FF-112	1254	2043
FF-114	1135	1850
FF-115	1135	1850
FF-116	1178	1920
FF-117	630	1027
FF-118	825	1345
FF-119	0	0
FF-120	760	1239
FF-121	767	1250
FF-122	534	871
FF-123	512	835
FF-124	501	817
FF-125	549	895
FF-126	617	1006
FF-127	617	1005
FF-128	617	1005
FF-129	617	1005
FF-130	618	1007
FF-131	616	1004
FF-132	617	1006
FF-133	616	1004
FF-134	601	979
SF-201	604	984
SF-202	581	948
SF-203	585	954
SF-204	591	964
SF-205	592	966
SF-206	590	962
SF-207	590	961
SF-208	590	962

For Indrapuram Habitat Centre Pvt. Ltd.

Authorized Signatory

Arulish Suman

22

For Precision Educational Institution Pvt. Ltd.

Authorized Signatory

SF-209	588	958
SF-210	581	946
SF-211	1303	2124
SF-212	1254	2043
SF-214	1135	1850
SF-215	1135	1850
SF-216	1178	1920
SF-217	630	1027
SF-218	825	1345
SF-219	943	1538
SF-220	760	1239
SF-221	767	1250
SF-222	534	871
SF-223	512	835
SF-224	501	817
SF-225	549	895
SF-226	617	1006
SF-227	617	1005
SF-228	617	1005
SF-229	617	1005
SF-230	618	1007
SF-231	616	1004
SF-232	617	1006
SF-233	616	1004
SF-234	601	979
TF-301	604	984
TF-302	581	948
TF-303	585	954
TF-304	591	964
TF-305	592	966
TF-306	590	962
TF-307	590	961
TF-308	590	962
TF-309	588	958
TF-310	581	946
TF-311	1303	2124
TF-312	1254	2043
TF-314	1135	1850
TF-315	1135	1850
TF-316	1178	1920
TF-317	630	1027
TF-318	825	1345
TF-319	943	1538
TF-320	760	1239
TF-321	767	1250
TF-322	534	871
TF-323	512	835

Arifur Rahman

For President
 For Secretary
 For Treasurer
 For Member at Large
 For Delegate
 For At-Large

23
 For President
 For Secretary

TF-324	501	817
TF-325	549	895
TF-326	617	1006
TF-327	617	1005
TF-328	617	1005
TF-329	617	1005
TF-330	618	1007
TF-331	616	1004
TF-332	617	1006
TF-333	616	1004
TF-334	601	979

For Information

For Information

Arjun Isaac

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE



Handwritten notes on the left side of the stamp.

(R. K. Jain)

Go 062-204

Date 14/03/2007

C 443398

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(M. P. Somani)

(S. M. Goel)

(S. C. Gupta)

14/03/2007

SUPPLEMENTARY CONSORTIUM AGREEMENT

This Supplementary Consortium Agreement is executed at New Delhi on this 14th day of March 2007 by and between all members of SCIPL Consortium, named herein below, and serves the purpose of an Addendum to the Consortium Agreement dated 12/09/2005 executed by and between such members

- 1 Indirapuram Habitat Centre Private Ltd (IHCP) (formerly known as Showman Clubs & Inns Private Ltd) (SCIPL), having its office at Indirapuram, Ghaziabad, U.P. or AEZ Infotech Pvt. Ltd. for S M Towers Pvt. Ltd.

Authorized Signatory for Indirapuram Habitat Centre Pvt. Ltd.

Authorized Signatory for AEZ Infotech Pvt. Ltd.

Authorized Signatory for S M Towers Pvt. Ltd.

Authorized Signatory for Madhuban Tieup Pvt. Ltd.

Authorized Signatory for Emtex Fabtrade Pvt. Ltd.

Authorized Signatory for Vatika Landbase Limited


Auth. Sign


For Aegis Infrastructure


For B. AVTAR SINGH & CO.

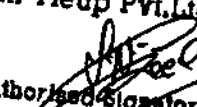
Registered Office at 512, Commercial Complex, Hotel Le Meridien, Windsor Place, Janpath, New Delhi - 110001, through its Authorized Signatory Sh. Subhash Chand Gupta, duly authorized vide Board Resolution dated 09/03/2007.

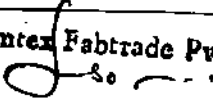
- 2 AEZ Infratech Private Ltd (AIPL) (formerly known as Aerens Kolmet Infrastructures Private Ltd) (AKIPL), having its Registered Office at 707 Chiranjiv Towers, 43 Nehru Place, New Delhi, through its Authorized Signatory Sh. Kamal Narain Gupta, duly authorized vide Board Resolution dated 5.02.2007 .
- 3 S M Towers Private Ltd (SMT), having its Registered Office at 707 Chiranjiv Towers, 43 Nehru Place, New Delhi, through its Authorized Signatory Sh. S N Gaur duly authorized vide Board Resolution dated 27.02.2007.
- 4 M/s Madhuvan Tie-up Private Ltd (MTPL), having its Registered Office at 7, Rabindra Sarani, Kolkata, through its Authorized Signatory Sh. S N Goel, duly authorized vide Board Resolution dated 10.03.2007.
- 5 M/s Emtex Fabtrade Private Ltd (EFPL), having its Registered Office at 6, J L Nehru Road, 4th Floor, Kolkata, through its Authorized Signatory Sh. M P Somani, duly authorized vide Board Resolution dated 10.03.2007.
- 6 M/s Aerens Developers & Engineers Ltd (ADEL), having its Registered Office at 6th Floor Mahindra Towers, 2-A Bhikaji Cama Place, New Delhi, through its Authorized Signatory Sh. Rajesh Jain, duly authorized vide Board Resolution dated 27/2/07

For Indrapuram Fibres Centre Pvt. Ltd.

Authorized Signatory

For AEZ Infratech Pvt. Ltd.

Authorized Signatory

For S M Towers Pvt. Ltd.

Authorized Signatory

Madhuvan Tieup Pvt. Ltd.

Authorized Signatory


For Emtex Fabtrade Pvt. Ltd.

Authorized Signatory

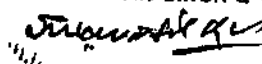
For Vatika Landbase Limited

Authorized Signatory

For Aerens Developers & Engineers Ltd

Auth. Sign.

For Aerens Entertainment Pvt. Ltd.

Auth. Sign.

FOR R. S. AVTAR SINGH & CO.

PARTNER

7 M/s Aeren R Entertainment Private Ltd (AREPL) formerly known as Samurai Entertainment Private Ltd (SEPL), having its Registered Office at 6th Floor Mahindra Towers, 2-A Bhikaji Cama Place, New Delhi, through its Authorized Signatory Sh. Rajesh Jain, duly authorized vide Board Resolution dated 27-2-07

8 M/s Vatika Landbase Ltd. (VLL), having its Registered Office at 2nd Floor 98, Sant Nagar, New Delhi - 110065 through its Authorized Signatory Vijender Kumar, duly authorized vide Board Resolution dated 5/2/07.

9 M/s R.S. Avtar Singh & Co., having its office at 1407 Chiranjiv Tower, 43 Nehru Place, New Delhi, through its Partner Sh. S S Kohli.

Whereas

A. The SCIPL Consortium ("Consortium") has been awarded by the Ghaziabad Development Authority ("GDA") the bid for a real estate project for construction, development, maintenance and operation of a socio-cultural-cum-recreational-cum-commercial complex in Ghaziabad in the name of Indirapuram Habitat Centre ("IHC Project"). The Project is to be constructed upon a plot of land admeasuring 5.08 hectares located at plot No: 16, Indirapuram, off the NH-24 bypass ("Land") and the Consortium has executed a Lease Deed on February 3, 2006 for a term of 90 years ("Lease").

For Indirapuram Habitat Centre Pvt. Ltd.


Authorized Signatory

or AEZ Infotech Pvt. Ltd.


Authorized Signatory

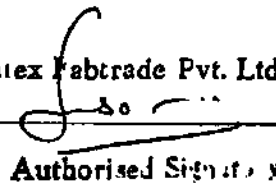
For S M Towers Pvt. Ltd.


Authorized Signatory

Madhuvan Tieup Pvt. Ltd.


Authorized Signatory

or Emtex Fabtrade Pvt. Ltd.


Authorized Signatory

For Vatika Landbase Ltd.


Authorized Signatory

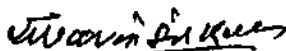
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For Aeren R Entertainment Private Ltd.


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FOR R. S. AVTAR SINGH & CO.



PARTNER

constituted with members who would, when collectively viewed, lend to the Consortium the required financial and executed work experience strength in order to meet the qualifying criteria for bidding for various projects of substantial nature from time to time, no member was to be required to ever make any financial outlays. Each member was as such only lending its name and accordingly were to be allotted percentage share in respective projects to be undertaken by the Consortium from time to time, and such shares were to be allotted through the Consortium Coordination Committee.

- (ii) IHCPL (SCIPL) shall act in accordance with the terms of the Lease and, without derogating from the generality of the foregoing, is specifically entitled to apply to Financial Institution(s) / Bank(s) for grant of Loans/ Guarantees for the Project and to receive the same; to comply with the terms of such Loans / Guarantees, already sanctioned and / or to be sanctioned, and to repay the same in terms thereof. For the said purposes, IHCPL (SCIPL) is also authorised to mortgage the Land, create encumbrances and liens on the Construction to be erected on the Land, and furnish guarantees against collateral of the same, create lien on the receivables of the Project, and to sign, execute and verify any Agreement, Undertaking, Indemnity Bond, Affidavits or such documents as may be required by Financial Institution(s) / Bank(s), register the charges created on the land in its own name.

For Indrapuram Habitat Pvt. Ltd.
[Signature]
Authorised Signatory

For AEZ Infotech Pvt. Ltd.
[Signature]
Authorised Signatory

For S M Towers Pvt. Ltd.
[Signature]
Authorised Signatory

Madhuvan Tieup Pvt. Ltd.
[Signature]
Authorised Signatory

For Emtex Habtrade Pvt. Ltd.
[Signature]
Authorised Signatory

For Vatika Landbase Limited
[Signature]
Authorised Signatory

For Access Developers & Engineers Ltd
[Signature]
Auth. Sign.

For Aeren R Entertainment Pvt. Ltd.
[Signature]
Auth. Sign.

FOR R. S. AVTAR SINGH & CO.
[Signature]
PARTNER

B. Vide Consortium Agreement dated 12.09.2005, ("Agreement") parties thereto, agreed to form the Consortium on the terms contained therein, and the same was Registered on 28.09.2005 at S. No. 10713, Book No. IV, Volume No. 2609, at Pages 54 to 69 in the office of Sub-Registrar-V, New Delhi., to participate in the IHC Project.

C. The Parties hereto considered it necessary and expedient to execute and register this Supplementary Agreement for the purposes of undertaking, implementing and executing the Project, more effectively and efficiently, and thus thereby delineating the roles and functions of the Parties with respect to the Project in terms of Para 12.1 of the Consortium Agreement dated 12/09/2005.

Now, therefore, this Supplementary Agreement to the Consortium Agreement dated 12.09.2005 records as under:

1. IHCPL (SCIPL), the party no 1 herein, and also the Leader of the Consortium, is authorized to do all acts and things in relation to the Project as follows:

(i) IHCPL (SCIPL) shall be exclusively responsible for development, construction, marketing, sale, management, and maintenance and operation of the Project, and for arranging funds and finances for the Project. The role of other members will be limited to providing know-how, technical expertise and other resources for the Project, as may be requested by IHCPL (SCIPL) from time to time. However, though the SCIPL Consortium was

For Indrapurem Habita Cph De Pvt. Ltd.

[Signature]
Authorized Signatory

For AEZ Infratech Pvt. Ltd. For S M Towers Pvt. Ltd.

[Signature]
Authorized Signatory

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Authorized Signatory

Madhuvan Tieup Pvt.Ltd

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Authorized Signatory

For Entex Habtrada Pvt. Ltd.

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Authorized Signatory

For Vatika Landbase Limited

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Authorized Signatory

For Aarav Developers & Engineers Ltd

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For Aaren R Entertainment Pvt, Ltd.

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Auth. Sign.

FOR R. S. AVTAR SINGH & CO.

[Signature]
PARTNER

constituted with members who would, when collectively viewed, lend to the Consortium the required financial and executed work experience strength in order to meet the qualifying criteria for bidding for various projects of substantial nature from time to time, no member was to be required to ever make any financial outlays. Each member was as such only lending its name and accordingly were to be allotted percentage share in respective projects to be undertaken by the Consortium from time to time, and such shares were to be allotted through the Consortium Coordination Committee.

- (ii) IHCPL (SCIPL) shall act in accordance with the terms of the Lease and, without derogating from the generality of the foregoing, is specifically entitled to apply to Financial Institution(s) / Bank(s) for grant of Loans/ Guarantees for the Project and to receive the same; to comply with the terms of such Loans / Guarantees, already sanctioned and / or to be sanctioned, and to repay the same in terms thereof. For the said purposes, IHCPL (SCIPL) is also authorised to mortgage the Land, create encumbrances and liens on the Construction to be erected on the Land, and furnish guarantees against collateral of the same, create lien on the receivables of the Project, and to sign, execute and verify any Agreement, Undertaking, Indemnity Bond, Affidavits or such documents as may be required by Financial Institution(s) / Bank(s), register the charges created on the land in its own name.

For Indrapurem Habita Pvt. Ltd.
Authorized Signatory

For AEZ Infratech Pvt. Ltd.
Authorized Signatory

For S M Towers Pvt. Ltd.
Authorized Signatory

Madhuvan Tieup Pvt. Ltd.
Authorized Signatory

For Emrex Habtrada Pvt. Ltd.
Authorized Signatory

For Vatika Landbase Limited
Authorized Signatory

For Aarav Developers & Engineers Ltd
Auth. Sign.

For Aarav Entertainment Pvt. Ltd.
Auth. Sign.

FOR R. S. AVTAR SINGH & CO.
PARTNER

(iii) IHCPL (SCIPL) shall undertake to pay all taxes in relation to and arising from the Project; be solely responsible to comply with all applicable laws and regulations in respect of the Project and shall be liable for all consequences arising from any non compliance or breach of the said laws and regulations; and distribute Project profits to the Consortium Members. IHCPL (SCIPL) is entitled to take all the Project related assets and financial benefits including the Sales Turnover in its books of accounts and will undertake all the expenses, including repayment of loan(s) for the Project.

(iv) IHCPL (SCIPL) is entitled to take the possession of the Land for development, apply, follow and pursue in its name various applications to be filed with the appropriate authorities for the purpose of obtaining requisite sanctions/ permissions/ approvals/ licenses in respect of the Project including layout plan/ Building plan etc; carry out the necessary formalities antecedent to the said permissions/ sanctions/ approvals; execute the plan and develop the- site; formulate the sale policy and book for sale the various units/ shops/ etc into which part of the Project is divided, at such price and terms and conditions and realise the sale proceeds in whole or in installments from the intending purchaser(s) and give receipts for the consideration received in its own name; and to do all other acts, deeds and things that may be necessary or incidental to the scheme of development, lease and sale of the Land, either as such or constructed upon.

For Indrapuram Hitech Services Pvt. Ltd.
[Signature]
Authorized Signatory

For ABZ Infratech Pvt. Ltd.
[Signature]
Authorized Signatory

For S M Towers Pvt. Ltd.
[Signature]
Authorized Signatory

Madhuvan Tieup Pvt.Ltd.
[Signature]
Authorized Signatory

For Eutex Fobtrade Pvt. Ltd.
[Signature]
Authorized Signatory

For Vatika Landbase Limited
[Signature]
Authorized Signatory


For Azeem Developers & Engineers Ltd
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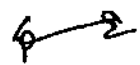
For Azeem K Entertainment Pvt. Ltd.
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FOR R. S. AVTAR SINGH & CO.
[Signature]
PARTNER

- (iv) In order to achieve the objectives laid out in items (i) to (iv) above, and in accordance with Clause 3.3 of the Consortium Agreement dated 12.09.2005, IHCPL (SCIPL) is authorised to open, operate and maintain any/ all kinds of Bank Account(s) in relation to the Project with any Bank and as may be required by the Financial Institution(s) / Bank(s) or otherwise.
- (vi) IHCPL (SCIPL) is authorized and empowered to carry on the said development work of the Project either by itself or through some other qualified developers, contractors, architects, engineers, company or agency to perform any or all portions of the Work, and in connection therewith, sign and execute any agreement etc.
- (vii) IHCPL (SCIPL) shall be liable to discharge first the liabilities on account of repayment of loans and all other statutory liabilities in connection with the Project before distributing the profits of the Project to the Members.

2. With regard to IHC Project all financial outlays were arranged and made by IHCPL (SCIPL), the Leader of the Consortium and no other member made any financial outlay towards the same. As a result the Parties hereto had agreed, and it was so resolved and recorded in the minutes of the meeting of the Consortium Coordination Committee held on 10/02/2006 that the Profit/Loss ratio (share of rights and interests) for the IHC Project, amongst the Consortium members, shall be as under:

For Indrapuram Habitat Pvt. Ltd.

 Authorised Signatory

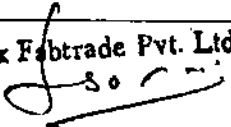
For AEZ Infratech Pvt. Ltd.

 Authorised Signatory

For S M Towers Pvt. Ltd.

 Authorised Signatory

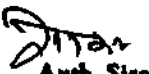
Madhuvan Tieup Pvt. Ltd.

 Authorised Signatory

For Emtex Fabtrade Pvt. Ltd.

 Authorised Signatory

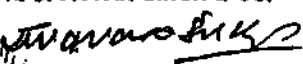
For Vatika Landbase Pvt. Ltd.

 Authorised Signatory

For Arcus Developers & Engineers Ltd

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For Aera R Entertainment Pvt. Ltd.

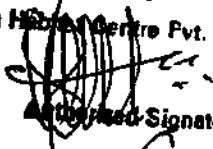
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FOR R. S. AVTAR SINGH & CO.

 PARTNER

Name of Member	Percentage Share
Indirapuram Habitat Centre Private Limited	91.730
AEZ Infratech Private Limited	4.460
S M Towers Private Limited	2.197
Emtex Fabtrade Private Limited	0.630
Madhuvan Tieup Private Limited	0.640
Aerens Developers And Engineers Limited	0.062
Aeren R Entertainment Private Limited	0.052
Vatika Landbase Limited	0.162
R S Avtar Singh & Co	0.067
Total	100.000

and each respective Member shall to the extent of only the such defined percentage share have deemed proportionate rights and interest in the IHC Project. SCIPL Consortium having till date paid 25% of the Lease Premium to Ghaziabad Development Authority (the Allotting Body/Lessor) for IHC Project i.e. Rs. 17,84,35000/- (Rs. Seventeen Crores Eighty Four Lac Thirty Five Thousand only), each respective Member shall, as on date, have deemed proportionate rights and interest in the IHC Project monetarily so quantified below:-

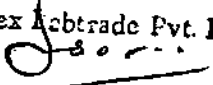
For Indirapuram Habitat Centre Pvt. Ltd.


Authorized Signatory

or AEZ Infratech Pvt. Ltd.


Authorized Signatory

For Emtex Fabtrade Pvt. Ltd.


Authorized Signatory

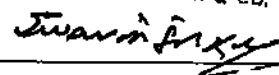
For S M Towers Pvt. Ltd.


Authorized Signatory

Madhuvan Tieup Pvt Ltd


Authorized Signatory

FOR R. S. AVTAR SINGH & CO.



PARTNER

For Aerens Developers & Engg. Ltd.


Authorized Signatory

For Vatika Landbase Limited


Authorized Signatory

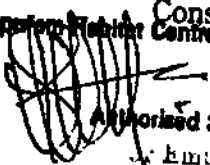
For Aeren R Entertainment Private Limited


Auth. Sign.

Name of Member	Notional value of deemed proportionate rights of each respective member in Rs
Indirapuram Habitat Centre Private Limited	163678426
AEZ Infratech Private Limited	7958201
S M Towers Private Limited	3920217
Emtex Fabtrade Private Limited	1124141
Madhuvan Tieup Private Limited	1141984
Aerens Developers and Engineers Limited	110630
Aeren R Entertainment Private Limited	92786
Vatika Landbase Limited	289065
R S Avtar Singh & Co	119551
Total	178435000

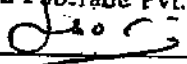
3. Vatika Landbase Ltd., party no. 8 herein, having expressed its desire to withdraw from SCIPL Consortium, hereby withdraws from the Consortium and its deemed rights and interest in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) hereinafter vest solely with a co-member, AEZ Infratech Private Ltd (AIPL) party no. 2 herein. With immediate effect the said Vatika Landbase Ltd. ceases to have any right, claim, interest or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present / future, and similarly Vatika Landbase Ltd is absolved of each and every obligation and liability under the SCIPL Consortium Agreement.

For Indirapuram Habitat Centre Pvt. Ltd.



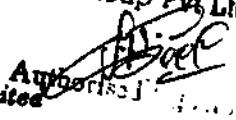
Authorized Signatory

For Emtex Fabtrade Pvt. Ltd.



Authorized Signatory

For Madhuvan Tieup Pvt. Ltd.



Authorized Signatory

For Vatika Landbase Limited



Authorized Signatory

For Aerens Developers & Engg. Ltd.



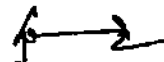
Authorized Signatory

For Aeren R Entertainment Private Limited
For Aeren R Entertainment Private Limited



Authorized Signatory

For AEZ Infratech Pvt. Ltd.



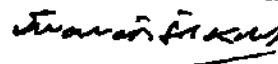
Authorized Signatory

For S M Towers Pvt. Ltd.



Authorized Signatory

FOR R. S. AVTAR SINGH & CO.



PARTNER

Page 9 of 11

4. Similarly, R.S. Avtar Singh & Co., party no. 9 herein, having expressed its desire to withdraw from SCIPL Consortium, hereby withdraws from the Consortium and its deemed rights and interest in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) hereinafter vest solely with a co-member, S.M. Towers Pvt. Ltd. (SMTPL), party no. 3 herein. With immediate effect the said R.S. Avtar Singh & Co., ceases to have any right, claim, interest or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present/future, and similarly R.S. Avtar Singh & Co., is absolved of each and every obligation and liability under the SCIPL Consortium Agreement.
5. IHCPL (SCIPL), the Leader of the Consortium, has satisfied itself that the status as to financial standing and construction work experience of the Consortium meets the overall requirement of Ghaziabad Development Authority for the bid of the IHC Project on the date of such aforementioned withdrawals.
6. The Parties agree that the terms of this Supplementary Agreement are in furtherance of the Consortium Agreement on the understanding and subject to the condition that this Supplementary Agreement is intended to and shall be construed to form part of the Consortium Agreement.

For Indrapuram Habitat Centre Pvt. Ltd. *[Signature]* Authorized Signatory

or AEZ Infratech Pvt. Ltd. *[Signature]* Authorized Signatory

for S M Towers Pvt. Ltd. *[Signature]* Authorized Signatory

Madhuvan Tieup Pvt. Ltd. *[Signature]* Authorized Signatory

For Emtex Fabtrade Pvt. Ltd. *[Signature]* Authorized Signatory

For Vastha Landbase Limited *[Signature]* Authorized Signatory

For Access Developers & Engineers Ltd. *[Signature]* Auth. Sign.

For Asten R Entertainment Pvt. Ltd. *[Signature]* Auth. Sign.

FOR R. S. AVTAR SINGH & CO.
[Signature]
 PARTNER

7. Each Party hereto represents that it has been duly authorized to execute and deliver this Supplementary Agreement and this Supplementary Agreement has been duly executed and delivered in the name of and on behalf of such Party by its respective duly authorised representative and constitutes a legally valid and binding agreement of such Party enforceable subject to and in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on this Supplementary Agreement on the day, month and year first written above.

WITNESSES:

DL No 207 (HE)
 dated 14/02/2001

1. *[Signature]*
MANISH KUMAR
 1/4th G.D. Dindes
 12/11, Pathar Wars
 Conzgam (HR)
2. *[Signature]*
NAND KISHORE, Advocate
 S/o - SHRI RAM
 E/o - D-16/17, Punjab Estate
 Nehru House,
 Safdar Hashmi Aung
 New Delhi - 110001

(Voter I.D. No. KDS0600650)

1. Indrapuram Habitat Centre Pvt. Ltd.
 For Indrapuram Habitat Centre
[Signature]
 (Authorized Signatory)

2. AEZ Infratech Private Ltd
[Signature]
 (Authorized Signatory)

3. S M Towers Private Pvt. Ltd.
 For S M Towers Pvt. Ltd.
[Signature]
 (Authorized Signatory)

4. M/s Madhuvan Tie-up Private Ltd
 Madhuvan Tieup Pvt. Ltd.
[Signature]
 (Authorized Signatory)

5. M/s Madhuvan Tie-up Private Ltd
[Signature]
 (Authorized Signatory)

6. M/s ~~Madhuvan Tie-up Private Ltd~~
 For ~~Madhuvan Tie-up Private Ltd~~
[Signature]
 (Authorized Signatory)

7. M/s Acrea R Entertainment Private Ltd
 For Acrea R Entertainment Private Ltd
[Signature]
 (Authorized Signatory)

8. M/s Vatika Landbase Pvt. Ltd.
 For Vatika Landbase Pvt. Ltd.
[Signature]
 (Authorized Signatory)

9. M/s R.S. Avtar Singh & Co.,
 FOR R. S. AVTAR SINGH & CO.
[Signature]
 (Partner)



Suz...
S... 10

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DIA... 52...

ST-36 59304

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12/9/05

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT (herein "Consortium") is executed and
Dated on the 12th day of September, 2005, and

BETWEEN

For Shree...
Authorized Signatory
For Samu...
Authorized Signatory

For Aarens Kolmet Infrastructure Pvt. Ltd.
Authorized Signatory

Aarens Developers & Engineers Ltd
Authorized Signatory

Madhuvan Tieup Pvt. Ltd.

For S.M. Towers Pvt. Ltd.

For Entex Fabtrade Pvt. Ltd.

For Vatika Landbase Pvt. Ltd.

Authorized Signatory

L. S. AVTAR SING & CO.



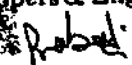

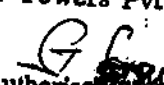
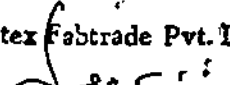


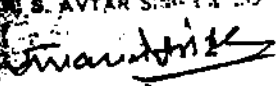
1. Showman Clubs & Inns Pvt. Ltd., a Private Limited Company registered under the Companies Act, 1956, and having its Registered Office at F-1/2B Flats, G-8 Area, Hari Nagar, New Delhi, through its Authorised Signatory Shri Subhash Chand Gupta, duly authorized vide Board's Resolution dated 10.09.2005, hereinafter referred to as the "SCIPL", of the first part.

AND

2. Aerens Kolmet Infrastructures Pvt. Ltd. (An Aerens Group Associate Company), a Private Limited Company registered under the Companies Act, 1956, and having its Registered Office at 707 Chiranjiv Towers, 43 Nehru Place, New Delhi, through its Authorized Signatory Shri Subash Chand Swain, duly authorized vide Board Resolution dated 10.09.2005, hereinafter referred to as "AKPL", of the second part.

AND

3. Aerens Developers & Engineers Ltd. (An Aerens Group Associate Company), a Public Limited Company registered under the Companies Act, 1956, and having its Registered Office at 6th floor, Mahendra Towers, 2-A, Bhikaji Cama Place, New Delhi, through its Authorized Signatory Prabal Jain, duly authorized vide Board Resolution dated 10.09.2005, hereinafter referred to as "ADEL", of the third part.

For Showman Clubs & Inns Pvt. Ltd.  Authorized Signatory	For Aerens Kolmet Infrastructures Pvt. Ltd.  Authorized Signatory	For Aerens Developers & Engineers Ltd.  Authorized Signatory
For Sahara Entertainment Pvt. Ltd.  Authorized Signatory	For S M Towers Pvt. Ltd.  Authorized Signatory	For Entex Fabtrade Pvt. Ltd.  Authorized Signatory
Madhuvan Tieup Pvt. Ltd.  Authorized Signatory	For Vatika Landbase Pvt. Ltd.  Authorized Signatory	S. AVTAR SINGH I.D.O  MANAGING PARTNER

AND

4. Samurai Entertainment Pvt. Ltd. (An Aerens Group Associate Company), a Private Limited Company registered under the Companies Act, 1956, and having its Registered Office at 6th floor, Mahendra Towers, 2-A, Bhikaji Cama Place, New Delhi through its Authorized Signatory Saurabh Bansal, duly authorized vide Board's Resolution dated 10.09.2005, hereinafter referred to as "SEPL", of the fourth part.

AND

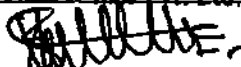
5. S. M. Towers Pvt. Ltd. (An Aerens Group Associate Company), a Private Limited Company registered under the Companies Act, 1956, and having its Registered Office at 707 Chiranjiv Towers, 43 Nehru Place, New Delhi, through its Authorized Signatory Shri S.N.Gaur, duly authorized vide Board's Resolution dated 10.09.2005, hereinafter referred to as "SMT", of the fifth part.

AND

6. Emtex Fabtrade Pvt. Ltd. (An Aerens Group Associate Company), a Private Limited Company registered under the Companies Act, 1956, and having its Registered Office at 6, J. L. Nehru Road, 4th Floor, Kolkata, through its Authorized Signatory Shri M. P. Somani, duly authorized vide Board Resolution dated 10.09.2005, hereinafter referred to as "EFPL", of Aerens Developers & Engineers Ltd. the sixth part.

For Aerens Kolmet Infrastructures Pvt. Ltd.


For Showman Clubs & Inns Pvt. Ltd.


Authorized Signatory


Authorized Signatory


Authorized Signatory

For Emtex Fabtrade Pvt. Ltd.


Authorized Signatory

For Samurai Entertainment Pvt. Ltd.


Authorized Signatory

For S M Towers Pvt. Ltd.


Authorized Signatory

Madhuvan Tieup Pvt. Ltd.


Authorized Signatory

For Vatika Language Pvt. Ltd.


Authorized Signatory

FOR R. S. AVTAR SINGH & CO.


MANAGING PARTNER

AND

7. Madhuvan Tie-up Pvt. Ltd. (An Aerens Group Associate Company), a Private Limited Company registered under the Companies Act, 1956, and having its Registered Office at 7, Rabindra Sarani, Kolkatta-700001, through its Authorized Signatory Shri S.N. Goel, duly authorized vide Board Resolution dated 10.09.2005, hereinafter referred to as "MTPL" of the seventh part.

AND

8. Vatika Landbase Pvt. Ltd. (A Vatika Group Associate Company), a Private Limited Company registered under the Companies Act, 1956, and having its Registered Office at 308, Vishal Bhawan, 95, Nehru Place New Delhi-19, through its Authorized Signatory Bhupesh Sharma duly authorized vide Board Resolution dated 12.09.2005, hereinafter referred to as "VLPL", of the eighth part.

AND

9. M/s. R. S. Avtar Singh & Co., having its office at 1407 Chiranjiv Tower, 43 Nehru Place, New Delhi, through its Partner Sri S. S. Kohli, duly authorized in that behalf, hereinafter referred to as "Firm", of the ninth part

For Showman Clubs & Inns Pvt. Ltd.

[Signature]
Authorized Signatory

For Aarons Kolmet Infrastructures Pvt. Ltd.

[Signature]
Authorized Signatory

Aerens Developers & Engineers Ltd.

[Signature]
Authorized Signatory

For Samurai Entertainment Pvt. Ltd.

[Signature]
Authorized Signatory

For S.M. Entertainment Pvt. Ltd.

[Signature]
Authorized Signatory

For Emtex Habtrade Pvt. Ltd.

[Signature]
Authorized Signatory

Madhuvan Tieup Pvt. Ltd.

[Signature]
Authorized Signatory

For Vatika Landbase Pvt. Ltd.

[Signature]
Authorized Signatory

FOR R. S. AVTAR SINGH & CO.

[Signature]
4
MANAGING PARTNER



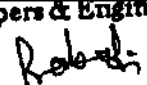


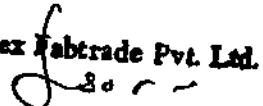

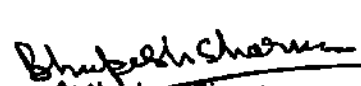
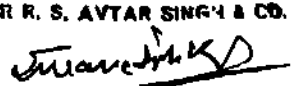
The expressions, SCIPL, AKIPL, ADEL, SEPL, SMTPL, EFPL, MTPL, VLPL, and Firm, described herein above, unless repugnant to context or meaning thereof, shall mean and include their respective successors – in- interests and assigns.

The Parties hereinafter collectively referred to as the "Parties" and severally referred to as the "Party or the Member"

WHEREAS

A. Each of the parties hereto have considerable experience and necessary finance and are engaged in the operation of clubs and social/cultural centres, etc. including management and tie ups of entertainment centres, virtual reality multiplexes, such as IMAX theatres and hobby centres etc., and construction and development of world class commercial complexes and real estate development, and by the execution of these presents this Consortium is created as an individual legal entity to reflect the pooled expertise / experience and financial resources of all the members hereto and so collectively equip the Consortium with such inherent consolidated strength to achieve the objectives envisaged herein.

B. Pursuant to the contents of the foregoing para the Parties hereto have agreed to join hands in terms hereof and to form this Consortium in the name and style of SCIPL Consortium (herein also the "Consortium"), for

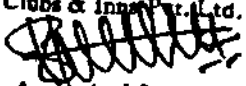
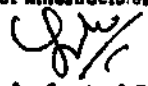



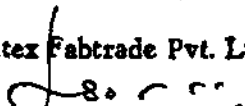
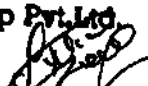

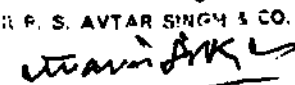
<p>For Showmen Clubs & Inns Pvt. Ltd.  Authorized Signatory</p>	<p>For Aajans Kolmet Institutions Pvt. Ltd.  Authorized Signatory</p>	<p>Aarens Developers & Engineers Ltd.  Authorized Signatory</p>
<p>For Samurai Entertainment Pvt. Ltd.  Authorized Signatory</p>	<p>For S M Towers Pvt. Ltd.  Authorized Signatory</p>	<p>For Emtex Fabtrade Pvt. Ltd.  Authorized Signatory</p>
<p>Madhuvan Tieup Pvt. Ltd.  Authorized Signatory</p>	<p>For Vatika Landbase Pvt. Ltd.  Authorized Signatory</p>	<p>FOR R. S. AVTAR SINGH & CO.  MANAGING PARTNER</p>

the purposes of promoting their individual business activities on a much larger plane possible only in this consolidated and unified manner and for undertaking and executing projects of multifarious nature and dimensions (hereinafter the Projects) involving their respective expertise and resources.

NOW, THEREFORE, THIS AGREEMENT RECORDS AS UNDER:

OBJECTIVE

1. The main objective of this Consortium is duly recorded in the preamble hereto and thereby enabling the Consortium and the Member thereof to submit proposals for upcoming Projects involving participation in bids, auctions, tenders and thereafter to undertake, implement, develop and promote, execute and operate such projects, which are promoted by Central or State Governments, Development Authorities, local bodies etc. ("Principal"), from time to time, and thereby promoting the activities relating to businesses, and connected with:
 - i. Creation of better urban facilities for improving the lifestyle and cultural and social interaction of people
 - ii. Development of infrastructure and facilities such as clubs, entertainment centers, housing, multiplex cinemas, Virtual reality/IMAX theatres etc., and convention centers and conference facilities.

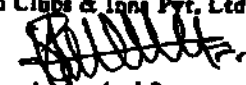

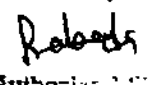
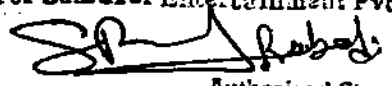

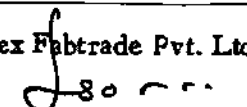
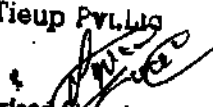
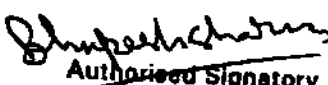
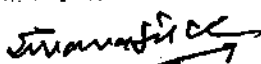
For Showman Clubs & Inns Pvt. Ltd.  Authorized Signatory	For Adyana Kalnet Infrastructures Pvt. Ltd.  Authorized Signatory	Aerens Developers & Engineers Ltd.  Authorized Signatory
For Samursi Entertainment Pvt. Ltd.  Authorized Signatory	For S M Towers Pvt. Ltd.  Authorized Signatory	For Emtex Fabtrade Pvt. Ltd.  Authorized Signatory
Madhuvan Tieup Pvt. Ltd.  Authorized Signatory	For Vatika Landbase Pvt. Ltd.  Authorized Signatory	6 FOR P. S. AVTAR SINGH & CO.  MANAGING PARTNER

iii. Construction, Promotion and Development of residential and commercial complexes.

DURATION

2.1 The Said Consortium shall stand duly constituted and operative from the date of signing and execution of this Consortium Agreement by the Parties/Members hereto and shall continue in force without any let or hindrance for the entire initial term of Eight Years from the date hereof or till complete discharge of all obligations undertaken by the Parties for carrying out the Projects under this Agreement, whichever is later, which shall always be so ensured by the Leader.

2.2 However, any Member may withdraw from this Consortium after 130 days after execution of these presents. In such eventuality it will be the responsibility of the Leader, who in turn hereby undertakes, to forthwith replace such withdrawn Member by incorporating a fresh Member in the Consortium, possessing an equivalent status (to that of the withdrawing Member) both in terms of financial standing and construction work experience, in a manner which does not compromise the financial and work experience worthiness of the Consortium in any way whatsoever.

<p>For Showmen Clubs & Inns Pvt. Ltd.  Authorized Signatory</p>	<p>For Aefens Kolmet Infrastructures Pvt. Ltd.  Authorized Signatory</p>	<p>For Aeris Developers & Engineers Ltd.  Authorized Signatory</p>
<p>For Samurai Entertainment Pvt. Ltd.  Authorized Signatory</p>	<p>For S M Towers Pvt. Ltd.  Authorized Signatory</p>	<p>For Emtex Fabtrade Pvt. Ltd.  Authorized Signatory</p>
<p>For Madhuvan Tieup Pvt. Ltd.  Authorized Signatory</p>	<p>For Vatika Landscapes Pvt. Ltd.  Authorized Signatory</p>	<p>For P. S. AVTAR SINGH & CO.  MANAGING PARTNER</p>

CONSORTIUM OPERATIONS

3.1 Leader of the Consortium: The Parties hereto have hereby nominated and appointed SCIPL as the leader of the Consortium (hereinafter "Leader") and SCIPL is entitled to sign, verify, execute, and file any auction / bid / bid documents, affidavits, undertaking, indemnity bonds, contracts etc. for and on behalf of the Consortium, and to represent the Consortium and depose on behalf of the same before the "Principal" and /or other competent authorities concerned.

3.2 Authorized Person: Any person, duly authorized by the SCIPL through Board's Resolution, shall be entitled to participate in bid, auction etc., for and on behalf of the Consortium, and he shall always be deemed to have been also authorized for and on behalf of the Consortium and to do all the act, deeds and matters as specified in para 3.1 above.

3.3 Consortium Account:

3.3.1 To achieve the objectives of this Consortium, SCIPL is authorized to maintain account, for and on behalf of the Consortium, relating to any project, and as such, is entitled to make payment, earnest money, allotment money etc., payable to Principal prior to or after undertaking of any project by the Consortium.

Showman Clubs & Inns Pvt. Ltd.
[Signature]
Authorized Signatory

Aerens Developers & Engineers Ltd.
[Signature]
Authorized Signatory

For Aajana Kolmet Infrastructures Pvt. Ltd.
[Signature]
Authorized Signatory

For Samurai Entertainment Pvt. Ltd.
[Signature]
Authorized Signatory

For S M Towers Pvt. Ltd.
[Signature]
Authorized Signatory

For Entex Fabtrade Pvt. Ltd.
[Signature]
Authorized Signatory

Madhuvan Tieup Pvt.Ltd.
[Signature]
Authorized Signatory

For Vatika Landbase Pvt. Ltd.
[Signature]
Authorized Signatory

FOR R. S. AVTAR SINGH & CO.
[Signature]
8
MANAGING PARTNER

3.3.2 SCIPL shall also maintain day-to-day relevant records pertaining to accounts, whether statutory or otherwise, which shall be open to inspection by other Members of the Consortium.

3.4 Consortium Coordination Committee:



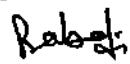


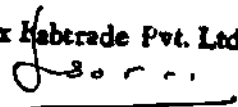
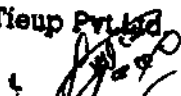
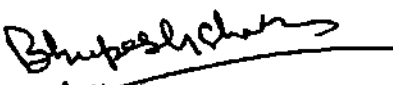
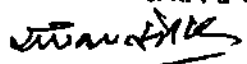
3.4.1 To facilitate the herein envisaged operations of the Consortium the Members shall form a Consortium Coordination Committee, comprising of duly authorized representative of each Party.

3.4.2 Each Party shall have the right to replace its representative and/or appoint a proxy, after due intimation of the same, in writing to the other Parties.

3.4.3 The Committee shall meet at least once in each quarter and as and when necessary to discuss the progress of the Projects or any other matter ancillary or incidental thereto.

3.4.4 The Consortium Coordination Committee shall be chaired by the Leader's representative.

3.4.5 The Consortium Coordination Committee shall, from time to time, identify the Projects of interest to the Consortium and investments

For Showman Clubs & Inns Pvt. Ltd.	For Aareon Karmat Infrastructures Pvt. Ltd.	Aareon Developers & Engineers Ltd.
 Authorized Signatory	 Authorized Signatory	 Authorized Signatory
For Samurai Entertainment Pvt. Ltd.	For S M Towers Pvt. Ltd.	For Kintex Habtrade Pvt. Ltd.
 Authorized Signatory	 Authorized Signatory	 Authorized Signatory
Madhuvan Tieup Pvt. Ltd.	For Vatika Landbase Pvt. Ltd.	FOR R. S. AVTAR SINGH & CO.
 Authorized Signatory	 Authorized Signatory	 MANAGING PARTNER

in respective Projects (both at auction bid / implementation stage) be made by each Member in the form of financial inputs and / or expertise as may be determined by the Consortium Coordination Committee which, at such time, shall also identify the distribution of envisaged income from the Project under question between the Members of the Consortium, each Member being liable to bear and pay the tax liability on its respective apportioned income. In any case, any allotment of land pursuant to a successful auction bid by the Consortium shall always be in the name of Showman Clubs & Inns Pvt. Ltd., and the decision of the Leader shall be final and binding in all aforementioned matters.

RESPONSIBILITIES OF MEMBERS

- 4 Each member undertakes
- to make reasonable endeavours to perform and fulfill, promptly, actively and on time all of its obligations under this Consortium Agreement.
 - To notify each of the Parties promptly of any significant delay in performance.
 - To inform other Parties of relevant communication received from third parties/Principal in relation to the Projects undertaken.

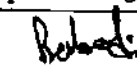
For Showman Clubs & Inns Pvt. Ltd.


Authorized Signatory


For Aajans Kolmet Infrastructures Pvt. Ltd.


Authorized Signatory

For Aarons Developers & Engineers Ltd.


Authorized Signatory

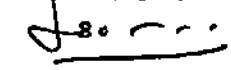
For Samura Entertainment Pvt Ltd.


Authorized Signatory

For S M Towers Pvt. Ltd.


Authorized Signatory

For Emtex Fabtrade Pvt. Ltd.


Authorized Signatory

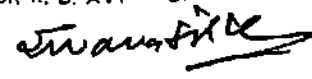
Madhuvan Tieup Pvt. Ltd.


Authorized Signatory

For Vatika Landbase Pvt. Ltd.


Authorized Signatory

FOR R. S. AVTAR SINGH & CO.


MANAGING PARTNER

> To refer all disagreements or issues while discharging its duties / obligations under this Agreement for redressal to the Consortium Coordination Committee who by itself, or through sole arbitrator to be appointed by the Leader, shall resolve the issue, and any such decision shall be final and binding. However, under any such circumstances the progress of the Project undertaken shall not be obstructed or delayed.

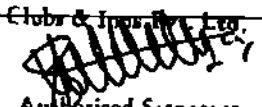

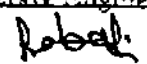
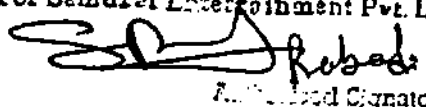
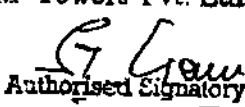
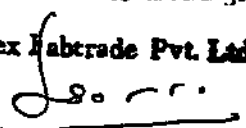

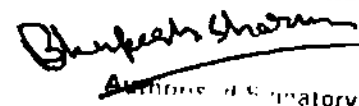
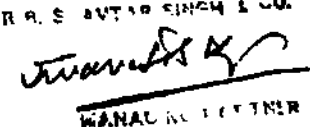
INDEMNIFICATION

5. Each Party shall indemnify each of the other Parties, in respect of liability resulting from acts or omissions of itself, its employees or its agents provided that such indemnity shall not extend to claims for indirect or consequential loss or damages such as but not limited to loss of profit, revenue, contracts or the like.

LIABILITY

6.1 Subject to such other undertakings and warranties as are provided for in this Consortium Agreement, each Party shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project.

6.2 Each Party shall be fully responsible for the performance of any part of its share of the Project, in respect of which it enters into any contract

For Showmen Clubs & Inns Pvt. Ltd.	For Aarons Kolmet Infrastructure Pvt. Ltd.	Aarons Developers & Engineers Ltd.
 Authorized Signatory	 Authorized Signatory	 Authorized Signatory
For Samurai Entertainment Pvt. Ltd.	For S M Towers Pvt. Ltd.	For Emtex Habtrade Pvt. Ltd.
 Authorized Signatory	 Authorized Signatory	 Authorized Signatory
Madhuvan Tieup Pvt. Ltd.	For Vatika Landbase Pvt. Ltd.	11 FOR M. S. BUTAR SINGH & CO. MANAGER
 Authorized Signatory	 Authorized Signatory	 MANAGER

obligation, or any contract with a Third Party and shall ensure (a) such contracts enable fulfillment of the Project undertaken and (b) that the Third Party shall not have access to any other Party's knowledge or know-how without that other Party's written consent.

NOTICE

7.1 Any notice required to be given under this Consortium Agreement shall be in writing and must be left at the address of the party, given in the preamble hereof or at such other address as may later on be communicated by a party for the purposes, to whom it is addressed (the "recipient"), or sent by prepaid ordinary post or registered post or by courier to the address of the recipient. Any such notice, if sent, to/by either of the Parties shall be deemed to be issued and served on the Other Party.

ASSIGNMENT

8.1 Any Party of this Consortium shall not be entitled to assign and/or transfer their rights, partially or wholly in the Consortium to any third person(s), without the written consent of the Parties hereto, except if the said assignment or transfer is made inter-se the members. However, in any event, the Leader shall be responsible to ensure that at all time the

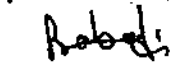
For Showman Clubs & Inns Pvt. Ltd.


Authorized Signatory

For Aastha Kolmet Infrastructures Pvt. Ltd.


Authorized Signatory

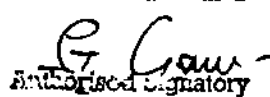
For Arcens Developers & Engineers Ltd.


Authorized Signatory

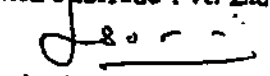
For Sauraj Entertainment Pvt. Ltd.


Authorized Signatory

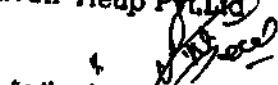
For S W Towers Pvt. Ltd.


Authorized Signatory

For Emtex Fabtrade Pvt. Ltd.


Authorized Signatory


Madhuvan Tieup Pvt. Ltd.


Authorized Signatory

For Vatika Landbase Pvt. Ltd.


Authorized Signatory

12
M. R. S. ANTON CORP. CO.


MANAGING PARTNER

Consortium meets the basic requirements of the Principal and the decision of the leader will be final and binding.

CONFIDENTIALITY

- 9. As respects all such information of whatever nature or form as is:
 - a) disclosed to a Party in connection with the submission of the proposal for the Project pending signing of the Project;
 - b) disclosed to a Party in connection with the proposal for the Project after signing of the Project but which is:
 - (i) clearly marked as confidential
 - (ii) is disclosed orally at the time of disclosure that the information supplied is confidential in nature,
 - (iii) is by its very nature confidential

each Party agrees that such information is communicated on a confidential basis and its disclosure may be prejudicial to the interest of the Consortium and undertakes that;

- (i) It shall not use such information for any purpose other than in accordance with the terms of this Consortium Agreement, and

For Showman Clubs & Inns Pvt. Ltd.

Authorized Signatory

For Ashoka Karmat Infrastructures Pvt. Ltd.

Authorized Signatory

For Aerens Design Services & Engineers Ltd

Authorized Signatory

For Saffron Entertainment Pvt. Ltd.

Authorized Signatory

For S of Towers Pvt. Ltd.

Authorized Signatory

For Emtex Fabrtade Pvt Ltd.

Authorized Signatory

Madhuvan Tieup Pvt Ltd

Authorized Signatory

For Vatika Landbase Pvt. Ltd.

Authorized Signatory

FOR R. S. AVTAR SINGH & CO.

MANAGING PARTNER

- (ii) Shall treat the same as confidential and not disclose the same to any third Person(s) without the prior written consent of Parties to the Consortium,

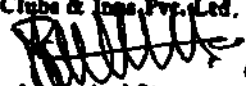

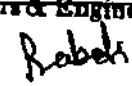
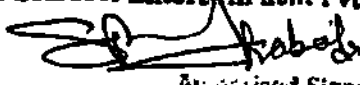
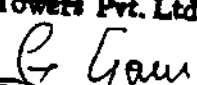
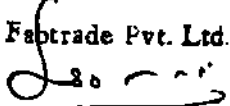
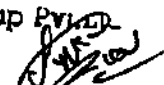
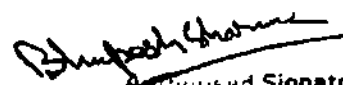
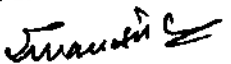
Provided that:

Such Agreement and undertaking shall not extend to any information, which the receiving Party (Third Party) can show:

- a) was at the time of disclosure to the Party published or otherwise generally available to the Public;
- b) has after disclosure to the Party been published or become generally available to the Public otherwise than through any act or omission on the part of the receiving (Third) Party.
- c) was already in possession of the receiving (Third) Party, without any restrictions on disclosure, at the time of disclosure to the Party
- d) was rightfully acquired from other without any undertaking of confidentiality.

COUNTERPARTS

10. The Consortium Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

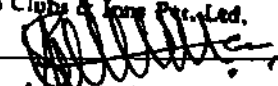
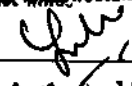
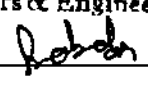

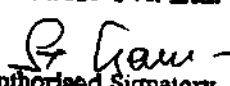
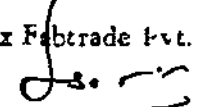
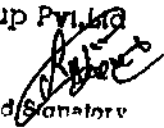
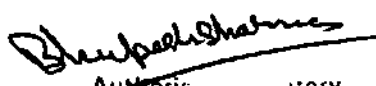
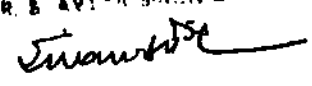
For Showmen Clubs & Inns Pvt. Ltd.  Authorized Signatory	For Asans Kolmat Infrastructures Pvt. Ltd.  Authorized Signatory	Asans Developers & Engineers Ltd  Authorized Signatory
For Samursi Entertainment Pvt. Ltd.  Authorized Signatory	For S M Towers Pvt. Ltd.  Authorized Signatory	For Emtex Fabtrade Pvt. Ltd.  Authorized Signatory
Madhuven Tieup Pvt. Ltd.  Authorized Signatory	For Vatika Language Pvt. Ltd.  Authorized Signatory	FOR R. S. AVTAR SHISHA & CO.  MANAGING PARTNER

SEVERABILITY

11. If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed not to form part of the Agreement and the validity and enforceability of the remainder of this Agreement will not be affected any such invalidity or unenforceability.

GENERAL

- 12.1 On undertaking of any project, the members of the Consortium shall be assigned roles, according to their expertise.
- 12.2 The Leader of the Consortium shall always maintain the statutory and non statutory records, or as may be required by the Principal relating to accounts, administration, management etc., and shall also be responsible to file returns thereunder.
- 12.3 The Parties hereto agree not to do, or cause to be done, any act prejudicial to the interest of this Consortium.
- 12.4 The decision of the Leader in electing to participate in any bid and / or undertake to execute any project relating to the objectives of the Consortium shall be final and binding, and who shall inform the Members promptly.

For Showmen Clubs & Jong Pvt. Ltd.  Authorized Signatory	For Axioms Structures Pvt. Ltd.  Authorized Signatory	Axioms Developers & Engineers Ltd.  Authorized Signatory
For Samurai Entertainment Pvt. Ltd.  Authorized Signatory	For S M Towers Pvt. Ltd.  Authorized Signatory	For Entex Fabtrade Pvt. Ltd  Authorized Signatory
Machavan Tieup Pvt. Ltd  Authorized Signatory	For Vatika Landbase Pvt. Ltd.  Authorized Signatory	FOR R. B. AVTAR SINGH & CO.  MANAGING PARTNER

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESS:

1. *P. Mahesh Kumar*
DLV. 771
19/11/11 P. Mahesh Kumar
Crzyan (H)

44
M. R. JAGGI, ADVOCATE
11 Floor, Malish Chamber, L.S.S.
Maya Vihar, Phase-II, Delhi-110001.
Law. No. P 346 950

SIGNED, SEALED & EXECUTED

1. For Showmen Clubs & Inns, India Ltd.

[Signature]
Authorized Signatory

For Aajans Kolmat Infrastructures Pvt. Ltd.

2. *[Signature]*
Authorized Signatory

3. Axiens Developers & Engineers Ltd.

[Signature]
Authorized Signatory

4. For Samurai Entertainment Pvt. Ltd.

4. *[Signature]*
Authorized Signatory

5. For S M Towers Pvt. Ltd.

[Signature]
Authorized Signatory

6. For Emtez Habtrade Pvt. Ltd.

[Signature]
Authorized Signatory

7. M. Mahavan Tieup Pvt. Ltd.

[Signature]
Authorized Signatory

8. For Vatika Landbase Pvt. Ltd.

9. *[Signature]*
Authorized Signatory

FOR R. S. AVTAR SINGH & CO.

[Signature]
MANAGING PARTNER



An ISO 9001: 2008 Certified Company

TO,
VICE CHAIRMAN
GHAZIABAD DEVELOPMENT AUTHORITY
GHAZIABAD
U.P

SUBJECT: REQUEST YOU TO RECORD THE DETAILS OF SUPPLEMENTRY CONSORTIUM AGREEMENT DATED 30TH APRIL 2015 OF INDIRAPURAM HABITATE CENTRE PVT LTD SITUATED AT PLOT BEARING NUMBER 16, AHINSA KHAND 1, INDIRAPURAM GHAZIABAD IN YOUR RECORD.

Respected Sir,

In respect of above mentioned subject it is to inform you that parties to the consortium agreement have considered it necessary and expedient to execute supplementary consortium agreement to supplementary consortium agreement dated 25-07-2013 for the purpose of undertaking, implementing and executing the project more effectively and efficiently. As per the supplementary consortium agreement dated 25/7/2013 it was agreed by and between the member that consortium members shall hold such right and interest in the IHC project in the following ratio.

DETAILS OF MEMBERS TO CONSORTIUM AGREEMENT DATED 25/07/2013 AND THEIR RESPECTIVE SHARE

S.NO-	MEMBER OF CONSORTIUM	SHARE
1	M/S INDIRAPURAM HABITATE CENTRE PVT LTD (EARLIER SHOWMAN CLUBS & INNS PRIVATE LIMITED)	52.484%
2	AEZ INFRA TECH PRIVATE LIMITED (EARLIER AERENS KOLMET INFRASTRUCTURE PVT LTD)	6.886%
3	EMTEX FABTRADE PRIVATE LIMITED	0.630%
4	MADHUVAN TIEUP PRIVATE LIMITED	19.00%
5	ALLUVION BUILDCON PRIVATE LIMITED	10.00%
6	ALAN BUILDCON PRIVATE LIMITED	11.00%

जन शिल्पकी कार्यालय
समिति/विभाग विभाग
पत्र प्रसारण का दि०



INDRAPURAM HABITAT CENTRE PVT. LTD.

CIN NO. : U74899DL2002PTC114606
Registered/Corporate Off : 702-704, D Mall, Netaji Subhash Place, Pitampura, New Delhi-110034
E-mail : Info@victoryinfra.com, Website : www.victoryinfra.com, Phone No.: 011-47042000

It is Imperative to mention here that for the purpose of undertaking, implementing, executing the above mentioned consortium project more effectively and efficiently parties to the supplementary consortium agreement dated 30/4/2015 consented to change their respective share in consortium agreement with other members of consortium. Although it is made clear that no new member has been incorporated in supplementary consortium agreement dated 30/04/2015 except to change in their respective share in it .As per the supplementary consortium agreement dated 30/4/2015 it was agreed by and between the member that consortium member shall hold the right and interest in the IHC project in the following ratio.

DETAILS OF MEMBERS TO SUPPLEMENTARY CONSORTIUM AGREEMENT DATED 30/04/2015 AND THEIR RESPECTIVE SHARE

S.NO-	MEMBER OF CONSORTIUM	SHARE
1	M/S INDIRAPURAM HABITATE CENTRE PVT LTD (EARLIER SHOWMAN CLUBS & INNS PRIVATE LIMITED)	60 %
2	MADHUVAN TIEUP PRIVATE LIMITED	19.00.%
3	ALLUVION BUILDCONJ PRIVATE LIMITED	10.00%
4	ALAN BUILDCON PRIVATE LIMITED	11.00%

Therefore you are kindly requested to record the details of supplementary consortium agreement dated 30/04/2015 in your respective record. Copy of supplementary consortium agreement dated 30/04/2015 is attached herewith for your kind reference. Further you are kindly requested to get the sub lease deed executed/registered with the concerned authority at the earliest. Kindly expedite the process of registration of sub lease deed.

For

Indirapuram Habitate centre


Authorized Signatory.



**VICTORY
PROJECTS**
SINCE 1994
COMMITTED TO WIN

An ISO 9001 : 2008 Certified Company

CERTIFIED TRUE COPY RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF INDIRAPURAM HABITAT CENTRE PRIVATE LIMITED DULY CONVEYED, HELD AND CONSTITUTED ON 16/02/2015 AT THE REGISTERED OFFICE OF THE COMPANY AT 702-704, D-MALL, NETAJI SUBHASH PLACE PITAMPURA, NEW DELHI-110034 IN WHICH THE REQUISITE QUORUM WAS PRESENTED

The Chairman informed the Board that the Management has decided to modify the Supplementary Consortium agreement dated 25/07/2013 to changes in the interest and sharing in SCIPL CONSORTIUM. In this regard an authorization is required to one of the official to sign the said Supplementary Consortium Agreement in behalf of the Company. The board discussed the matter and passed the following Resolution:

***RESOLVED THAT the Consent of the Board of Directors be and is hereby accorded to make amendments in Supplementary Consortium Agreement dated 25/07/2013 to be executed with other Consortium Members, and New SCIPL Consortium List as provided below be and is hereby approved :**

M/S INDIRAPURAM HABITAT CENTRE PRIVATE LIMITED	60%
M/S ALLUVION BUILDCON PRIVATE LIMITED	10%
M/S ALLAN BUILDCON PRIVATE LIMITED	11%
M/S MADHUVAN TIEUP PRIVATE LIMITED	19%

FURTHER RESOLVED THAT Mr. Pramod Goel , Director of the Company be and is hereby authorized sign the said supplementary consortium agreement and to make modification if any required in behalf of the Company and generally to do all such acts and deeds as may be necessary for the said purpose and for all matters connected therewith and/or incidental thereto.

Certified True Copy

For M/S INDIRAPURAM HABITAT CENTRE PRIVATE LIMITED


PRAMOD GOEL
(DIRECTOR)
DIN: - 00009553


ANIL GUPTA
(DIRECTOR)
DIN: - 02024341

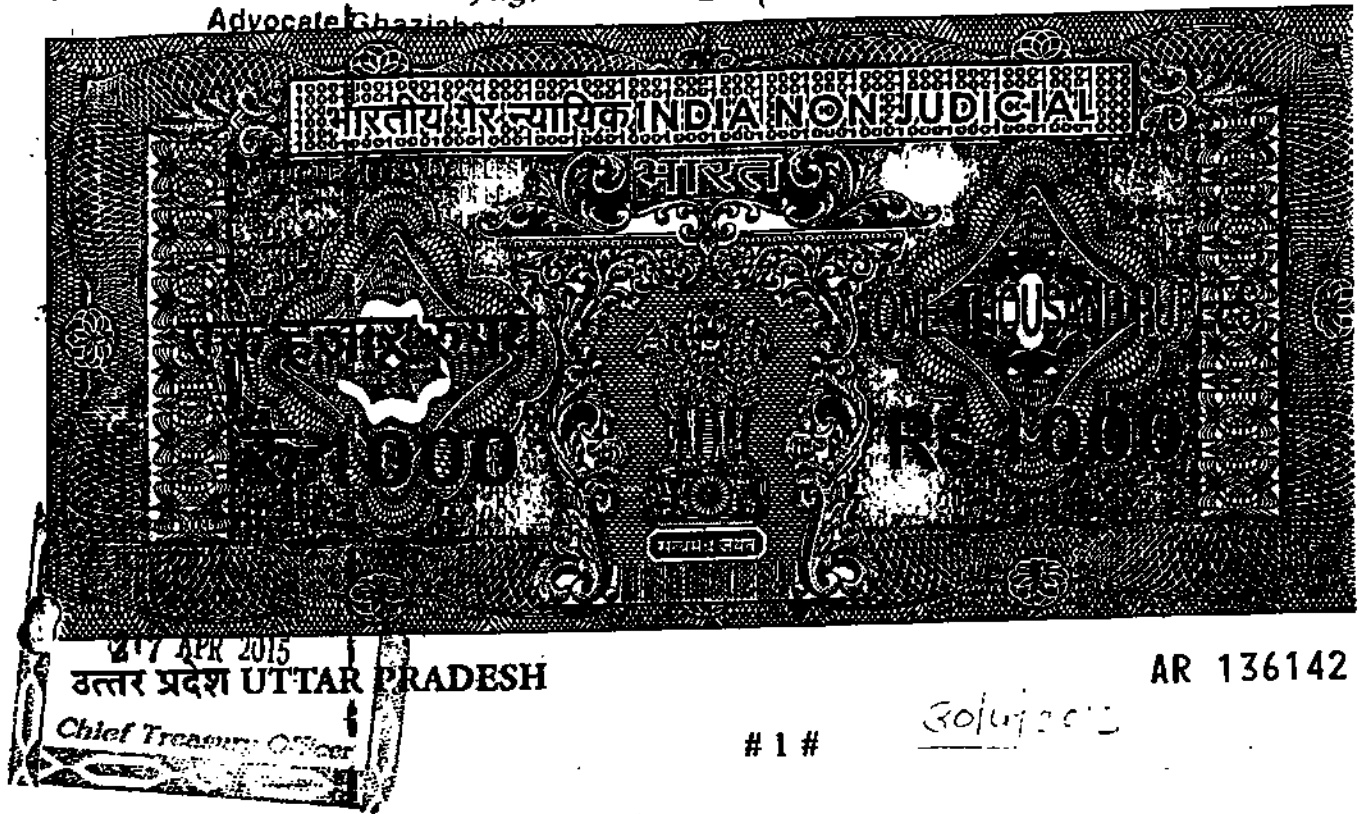


INDRAPURAM HABITAT CENTRE PVT. LTD.

CIN NO. : U74899DL2002PTC114606

Registered/Corporate Off : 702-704, D Mall, Netaji Subhash Place, Pitampura, New Delhi-110034

E-mail : info@victoryinfra.com, Website : www.victoryinfra.com, Phone No.: 011-47042000



SUPPLEMENTARY CONSORTIUM AGREEMENT

This Supplementary Consortium Agreement is executed at Ghaziabad on this 30 th day of April 2015 by and between members of SCIPL Consortium named herein below, and serves the purpose of an amendment to the Supplementary Consortium Agreement dated 25/07/2013 and 14/03/2007 and Consortium agreement dated 12.09.2005 executed by SCIPL members.

1. Indirapuram Habitat Centre Private Ltd (IHCPL)(formerly known as Show man Chubs & inns Private Ltd) (SCIPL), having its Registered Office at 702-704, D-Mall Netaji Subhash Place, Pitampura, New Delhi 110034,(hereinafter called, the First party.)through its Director Mr Pramod Goel S/o Late Mr Naresh Kumar Goel, having pan card no-AAHPG5708L duly authorized vide Board Resolution dated 16-02-2015.

For INDIRAPURAM HABITAT CENTRE PVE. LTD.

Pramod Goel
Director

For Alluvion Bulldcon Pvt.Ltd.

Auth
Auth. Signatory/Director

For Alan Bulldcon Pvt.Ltd.

Auth Sign
Auth. Signatory/Director

For MADHUN TIEC

Kuldeep Singh
Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

Auth Sign
Authorized Signatory/Director

For EMTEK FARTRADE PV

Auth Sign
Director/A

2. **M/s Alluvion Buildcon Pvt.Ltd**, having its Registered office at Shop No.G-9,Plot No-G-1, Community Centre, Vikaspuri, New Delhi 110018,(hereinafter called the Second party.) through its authorized Signatory **Mr Kanhaiya Kumar S/o Mr. Kedar singh**, having pan card No-ARDPK9022G duly authorized vide Board Resolution dated 15-04-2015

3. **M/s Alan Buildcon Pvt.Ltd.**having its registered office at Shop No.G-9, Plot No-G-1, Community Centre, Vikaspuri,New Delhi 110018,(hereinafter called the Third party.)through its Authorized Signatory **Mr Ashwani Kumar Shukla S/o Mr. Ram Prashad shukla**, having Pan Card No-AGKPS7865B duly authorized vide Board Resolution dated 09-04-2015

4. **M/s Madhuvan Tie-up Private Ltd (MTPL)**having its Registered. Office at 7, Rabindra Sarani, Kolkata,(hereinafter called the Fourth party.)through its authorized Signatory **Mr Kuljeet Singh S/o Mr Swarn Singh**, having Voter card No-ZSX0231142 duly authorized vide Board Resolution dated 04-04-2015.

5. **AEZ Infratech Private Ltd.(AIPL)**(formerly known as Aerens Kolmet Infrastructure Private Ltd.(AKIPL),having its Registered Office at 301, Bakshi House, 40-41,Nehru Place, New Delhi 110019,(hereinafter called the Fifth party.)through its Authorized Signatory **Mr Sanjay Aggarwal S/o Mr Panna Lal**, having Pan Card No-AFGPA0558N duly authorized vide Board Resolution dated 13-04-2015

For INDRAPURAM HABITAT CENTRE PVT. LTD.

[Signature]
Director



[Signature]
Advocate Ghazlabad

For MADHUVAN TIEUP PVT LTD.

[Signature]
Authorized Signatory



For Alluvion Buildcon Pvt.Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buildcon Pvt.Ltd.

[Signature]

For AEZ INFRA TECH PVT. LTD.

[Signature]
Authorized Signatory/Director

EMTEX FABTRADE PVT. LTD.

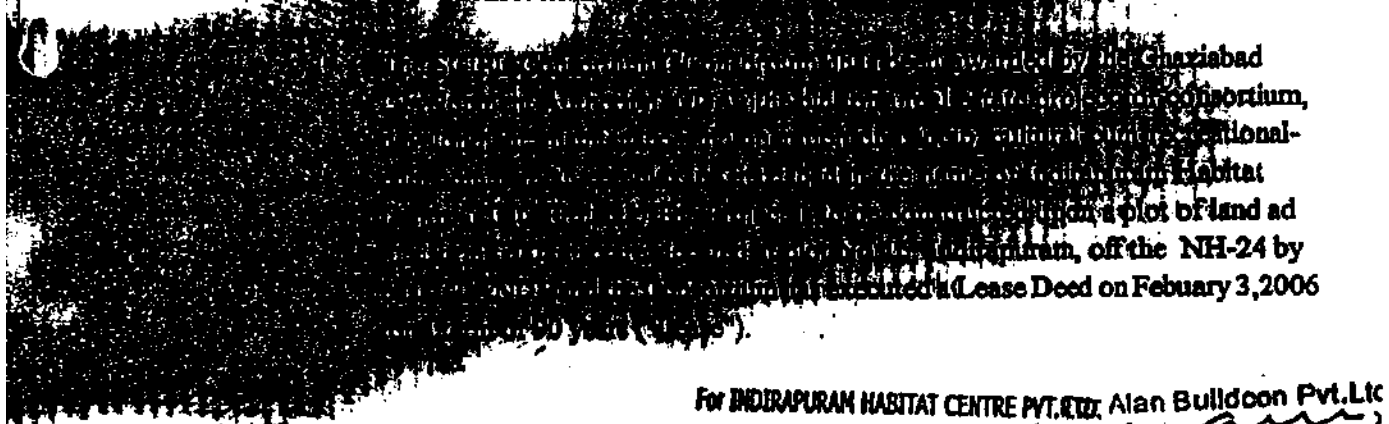
[Signature]
Director/Auth Signatory



6. M/s Emtex Fabtrade Private Ltd (EFPL), having its Registered Office at 301, Bakshi House, 40-41, Nehru Place, New Delhi 110019, (hereinafter called the Sixth party.) through its Authorized Signatory Mr Sat Narain Goel S/o Mr. M.C. Goel, having Voter Card No-CQ80840082 duly authorized vide Board Resolution dated 03-04-2015

Now, therefore, this Supplementary contract entered into in pursuance of the Supplementary

Consortium Agreement dated 12/01/2015 is confirmed under:



For INDIRAPURAM HABITAT CENTRE PVT. LTD. Alan Buldoon Pvt. Ltd

Alan Buldoon
Director/ Auth. Signatory/Director

For Alluvion Bulldcon Pvt. Ltd.

Goel
Auth. Signatory/Director

For AEZ INFRATECH PVT. LTD.

Goel
Authorized Signatory/Director

Goel

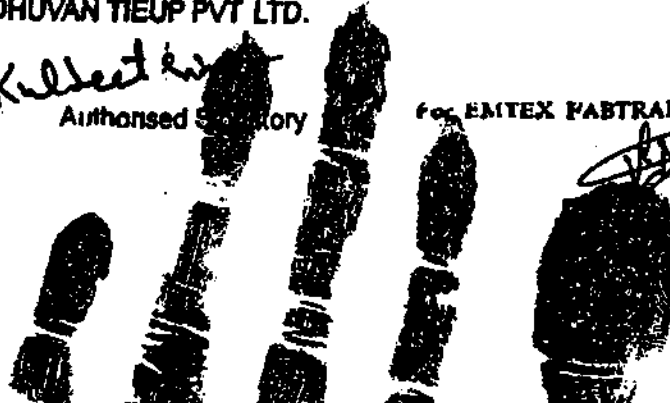
Advocate Ghaziabud

For MADHUVAN TIEUP PVT LTD.

Kuldeep
Authorized Signatory

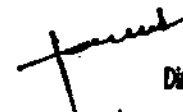
For EMTEX FABTRADE PVT. LTD.

Goel
Auth Signatory



2. Vide Consortium Agreement dated 12.09.2005, ("Agreement") parties thereto, agreed to form the Consortium on the terms contained therein, and the same was Registered on 28.09.2005 at S.No. 10713, Book No.IV, Volume No.2609, at Pages 54 to 69 in the office of Sub-Registrar-V, New Delhi, to participate in the IHC Project.
3. The Parties hereto considered it necessary and expedient to execute and register this Supplementary Agreement for the purposes of undertaking, implementing and executing the Project, more effectively and efficiently, and thus thereby delineating the roles and functions of the Parties with respect to the Project in terms of previous registered consortium agreement.
4. Further for the purpose of undertaking, implementing and executing the IHC Project, the parties to the Consortium Agreement executed a Supplementary Consortium Agreement dated 14.03.2007 delineating the roles and functions of the parties with respect to the IHC Project, which agreement was registered in the office of the Sub-Registrar-IV, Ghaziabad as Document No.1005 in Book No.IV, Volume No.2987 on page nos.173 to 183 on 14.03.2007.
5. Further for the purpose of undertaking, implementing and executing the IHC Project, the parties to the Consortium Agreement executed a Supplementary Consortium Agreement dated 25/07/2013 delineating the roles and functions of the parties with respect to the IHC Project, which agreement was registered in the office of the Sub-Registrar-IV, Ghaziabad..... as Document No.33755 in Book No.1, Volume No.25444 on Page No.37 to 74 dated on 25.07.2013.

For INDIRAPURAM HABITAT CENTRE PVT LTD Alluvion Buildcon Pvt.L


Director Auth. Signatory/Direc




Advocate Ghaziabad
For MADIFF/AN TIFUP PVT LTD.

For AEZ INFRATECH PVT LTD. For Alan Buildcon Pvt.Ltd

Authorized Signatory/Director Auth. Signatory/Direct


Authorized Signatory

EMTEX FABTRADE PVT.LTD.

Director/Authorized Signatory

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6. In view of the above said Supplementary Consortium Agreements executed between the parties, members to SCIPL consortium is desirous of executing a Supplementary consortium to Supplementary consortium agreements dated 25/07/2013 thereby delineating the role and function of SCIPL member for operation of a socio_cultural-cum-recreational-cum commercial complex in Ghaziabad in the name of Indirapuram Habitat Centre ("IHC Project"). As per consortium agreement dated 25/07/2013 it was agreed by and between the SCIPL members that the Consortium members shall hold such rights and interest in the IHC Project in the following ratio.

S.No.	Member of Consortium	Share
1.	M/s Indirapuram Habitat Centre Pvt.Ltd. (earlier Showroom Clubs & Inns Private Limited)	52.484%
2.	AEZ Infratech Private Limited (earlier Aerens Kolmet Infrastructure Pvt.Ltd.)	6.886%
3.	Emtex Fabtrade Private Limited	0.630%
4.	Madhuvan Tieup Private Limited (hereinafter referred to as "MTPL")	19.00%
5.	Alluvion Buildcon Private Limited	10.00%
6.	Alan Buildcon Private Limited	11.00%

For INDIRAPURAM HABITAT CENTRE PVT. LTD.

Director
For Alluvion Buildcon Pvt.Ltd.

For AEZ INFRATECH PVT. LTD.

Auth. Signatory/Director
For Alan Buildcon Pvt.Ltd.

For MADHUVAN TIEUP PVT LTD.

Authorized Signatory
Auth. Signatory/Director

For ALAN BUILDCON PVT. LTD.

Auth. Signatory

7. In terms of the Supplementary Consortium Agreement, AEZ Infratech Private Limited expressed its desire to withdraw from the SCIPL Consortium and, therefore, agreed that all rights and interest in the IHC Project i.e 6.886% and any other future projects of the SCIPL Consortium shall vest solely with M/S Indirapuram habitat Centre Private Limited .
8. In terms of the Supplementary Consortium Agreement, Emtex Fabtrade Private Limited also expressed its desire to withdraw from the SCIPL Consortium and, therefore, agreed that all its rights and interest in the IHC Project i.e .630% and any other future projects of the SCIPL Consortium shall vest solely with M/S Indirapuram habitat Centre Private Limited.
9. Thus, as on date, consortium members of the IHC Project is having right, title, interest for undertaking, implementing and executing the project more effectively and efficiently in following ratios:-

For INDIRAPURAM HABITAT CENTRE PVT. LTD.

Jainat
Director

For Alluvion Buldcon Pvt.Ltd.

Auth

For AEZ INFRA TECH PVT. LTD.

Auth. Signatory/Director

Gogus
Authorized Signatory/Director

For Alan Buldcon Pvt.Ltd.

Auth
Auth. Signatory/Director



Advocate Ghaziabad

For MADHUVAN TIEUP PVT LTD.

Kuldeep Singh
Authorized Signatory

For EMTX FABTRADE PVT. LTD.

Auth
Director/ Auth Signatory



S.No	Member of Consortium	Share
1	M/s Indrapuram Habitat Centre Pvt.Ltd (earlier Showman Clubs & Inns Private Limited)	60 %
2	Madhuvan Group Private Limited ("MTPL")	19.00%
3	Alluvion Buildcon Private Limited	10.00%
4	Alan Buildcon Private Limited	11.00%

A. Therefore the parties hereto have considered it necessary and execute and register the present Supplementary Consortium Agreement to Supplementary Consortium Agreement Dated 25.07.2013 for undertaking, implementing and executing the project more effectively and efficiently thereby further delineating the roles and functions of the parties more specifically restricting the roles and functions of IHCPL (Lead Member of SCIPL)

For INDIRAPURAM HABITAT CENTRE PVT. LTD.



Mukesh Kumar Tyagi
Advocate Ghaziabad

For Alluvion Buildcon Pvt.Ltd.

Auth. Signatory/Director
For Alan Buildcon Pvt.Ltd.

Auth. Signatory/Director

For AEZ INFRA TECH PVT. LTD.

Kuldeep Singh
Authorized Signatory

Authorized Signatory

For EMTEX FAB TRADE PVT. LTD.

Director/ Auth Signatory



B. The Parties agree that the terms of this Supplementary Consortium Agreement are in furtherance of the supplementary Consortium Agreement Dated 25/07/2013 & Supplementary Consortium Agreement Dated 14-03-2007 and consortium agreement dated 12/09/2005 on the understanding and subject to the condition that this present Agreement is intended to and shall be construed to form part of the Consortium Agreement Dated 12-09-2005 & Supplementary Consortium Agreement Dated 14-03-2007 and supplementary consortium agreement dated 25/07/2013.

C. That all terms and conditions of this Supplementary Consortium Agreement shall be harmoniously construed with the original Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 and supplementary Consortium Agreement dated 25/07/2013 in case of any conflict of any of the terms of the Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 and supplementary Consortium Agreement dated 25.07.2013 with this Supplementary Consortium Agreement, the terms and conditions of this Supplementary Consortium Agreement shall prevail upon the original Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 and supplementary Consortium Agreement dated 25.07.2013 thereto in terms of the above arrangement.

D. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.

For Alluvion Bulldcon Pvt.Ltd.

For INDIRAPURAM HABITAT CENTRE PVT. LTD.


Director


Auth. Signatory/Director

For Alan Bulldcon Pvt.Ltd.


Auth. Signatory/Director

For MADHUVAN TIEUP PVT LTD.


Auth. Signatory

For AEZ INFRATECH PVT. LTD.


Auth. Signatory/Director

For EMTEX FABTRADE PVT. LTD.


Director/Auth. Signatory

E. The failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

F. That no modification, representation, promises or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.

G. That any notice, letter or communication to be made, served or communicated unto any of the parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed at the address shown above or changed address as may be intimated by the said party.

H. Each party hereto represents that it has been duly authorized to execute and deliver this Supplementary Consortium Agreement. This Supplementary Consortium Agreement has been duly executed and delivered in the name of and on behalf of such party by its respective duly authorized representative and constitute a legally valid and binding agreement of such Party enforceable subject to and in accordance with its terms. That the Parties have signed this Agreement after understanding the terms stipulated in this Agreement after understanding the terms stipulated in this Agreement and also the Obligation arises in terms of this Agreement.

For Alluvion Buildcon Pvt.Ltd.


Auth. Signatory/Director

For INDIRAPURAM HABITAT CENTRE PVT. LTD.


Director

For Alan Buildcon Pvt.Ltd.


Auth. Signatory/Director

For MADHUVAN TIEUP PVT LTD.


Authorised Signatory

For AEZ INFRA TECH PVT. LI


Authorised Signatory/Director

For EMTEX FAB TRADE PVT. LTD.


Director/Auth Signatory

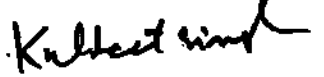
- I. This Agreement will be governed by and construed in accordance with the laws of India.
- I. In the event of any dispute or difference arising between the Parties herein relating to the construction, meaning or effect of this Supplementary Consortium Agreement or regarding the rights and liabilities of the Parties herein, the same shall be referred to a sole arbitrator appointed by written mutual consent of the parties, who shall adjudicate the reference in accordance with the Arbitration and Conciliation Act, 1996 or any amended or substituted statute for the time being in force.
 - ii The parties shall not at any time during the subsistence or after termination of this Supplementary Consortium Agreement, question in any manner the authority of the Arbitrator named herein in any manner or on any ground whatsoever.
 - iii The named Arbitrator shall not be substituted unless he dies or refuses to hold the office of Arbitrator. In case of either eventuality, the parties shall alone be entitled to substitute the Arbitrator to decide the dispute in accordance with this Supplementary Consortium Agreement.
 - iv. The award given by the Arbitrator shall be final and binding between the parties.
 - V. The venue of arbitration shall be at Delhi alone and the Parties agree that they shall be subject to the exclusive jurisdiction of the Courts in Delhi only.

IN WITNESS WHEREOF, the Parties have affixed their signatures on this Supplementary Agreement on the day, month and year first written above.


For INDIRAPURAM HABITAT CENTRE PVT. LTD.


Director

For MADHUVAN TIE UP PVT. LTD.


Authorized Signatory

For Alluvion Buildcon Pvt. Ltd.


Auth. Signatory/Director

For AEZ INFRATECH PVT


Authorized Signatory

For Alan Buildcon Pvt. Ltd.


Auth. Signatory/Director

For EMTEX FABTRADE PVT. LTD.


Director/Auth Signatory

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For Alluvion Buildcon Pvt.Ltd. For Alan Buildcon Pvt.Ltd.

For INDIRAPURAM HABITAT CENTRE PVT. LTD.

[Signature] *[Signature]*

Auth. Signatory/Director Auth. Signatory/Director

[Signature]
Director

For MADHUVAN TIEUP P.V.

For AEZ INFRATECH PVT. LTD.

For EMTEX FABTRADE PVT

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory/Director

[Signature]
Director/Author Sign

Witness

1. *[Signature]*
D.K. Gupta
808h, J. N. Gupta
R/o G-56 Greenfield
Noida-16
AD No. 9035409042U
2. *[Signature]*
Ashwani Mittal s/o Sh. M. P. Mittal
R/o. 906-G, Royal Legacy Sec 18
Vaughan, Ghaziabad.
DN. 44 US/R/S/O.

Dated : 30-04-2015 Drafted By MUKESH KUMAR TYAGI (ADVOCATE),
Ch.No-94, Tehsil Compound Ghaziabad, Dist. Ghaziabad, U.P. Pin-201002, 9650
Advocate Ghaziabad



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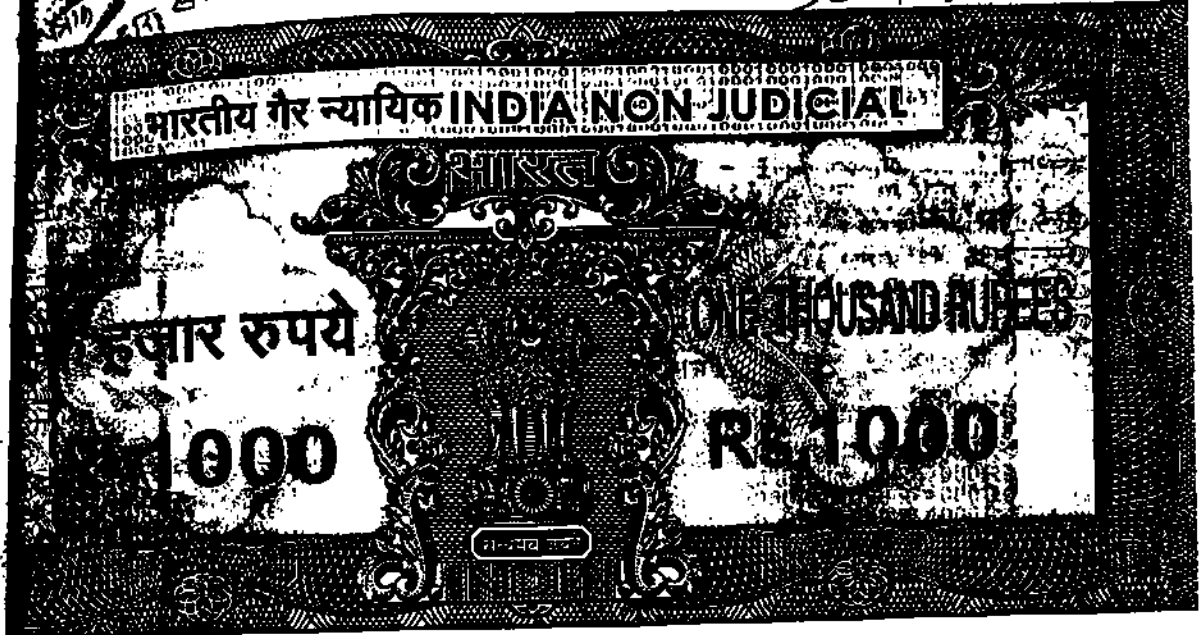
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SUPPLEMENTARY CONSORTIUM AGREEMENT

This Supplementary Consortium Agreement is executed at Ghaziabad on this 25th day of July 2013 by and between all members of SC IPL Consortium, named herein below, and serves the purpose of an amendment to the Supplementary Consortium Agreement dated 14/03/2007 and Consortium agreement dated 12-09-2005 executed by and between such members

For Indrapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For AEZ Infotech Pvt. Ltd

[Signature]
Authorised Signatory

Vinay

For Madhuvan Tieup Pvt. Ltd.

[Signature]
Auth. Signatory

For EMTEX FABTRADS PVT. LTD.

[Signature]
Director/Authorised Signatory

For Aeron...

Vinay
Authorised Signatory

For Aeron...

Vinay

For Alluvion Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

For Alen Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

Vinay
Secretary



- 500 kg
- 21/4/13

- 1 Indirapuram Habitat Centre Private Ltd (IHCPL) (formerly known as Showman Clubs & Inns Private Ltd) (SCIPL), having its Registered Office at 702-704, D- Mall, Netaji Subhash Place, Pitampura, New Delhi 110034, through its Director Mr. Ajay Gupta S/o Late Mr. P.D. Gupta, duly authorized vide Board Resolution dated 20-07-2013.
- 2 AEZ Infratech Private Ltd (AIPL) (formerly known as Aerens Kolmet Infrastructures Private Ltd) (AKIPL), having its Registered Office at 301, Bakshi House, 40-41, Nehru Place, New Delhi 110019, through its Authorized Signatory Mr. Sanjay Agarwal S/o Late Mr. Panna Lal Agarwal, duly authorized vide Board Resolution dated 19-07-2013.
- 3 M/s Madhuvan Tie-up Private Ltd (MTPL), having its Registered Office at 7, Rabindra Sarani, Kolkata, through its Authorized Signatory Mr. Gurmeet Singh Matharoo (LICENCE No.-DL-0319970307404) S/o Mr. Piara Singh, duly authorized vide Board Resolution dated 22-07-2013.
- 4 M/s Emtex Fabtrade Private Ltd (EFPL), having its Registered Office at 301, Bakshi House, 40-41, Nehru Place, New Delhi 110019, through its Authorized Signatory Mr. Rajesh Singh S/o Mr. Ram Chet Singh, duly authorized vide Board Resolution dated 22-07-2013.

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कारी के हस्ताक्षर

तुर्थ)

For Indirapuram Habitat Centre Private Ltd
Director/Authorized Signatory

For AEZ Infratech Pvt. Ltd
Authorized Signatory

For EMTEX FABTRADE PVT. LTD.
Director/Authorized Signatory

Aerens Development & Engineers Ltd.
Authorized Signatory

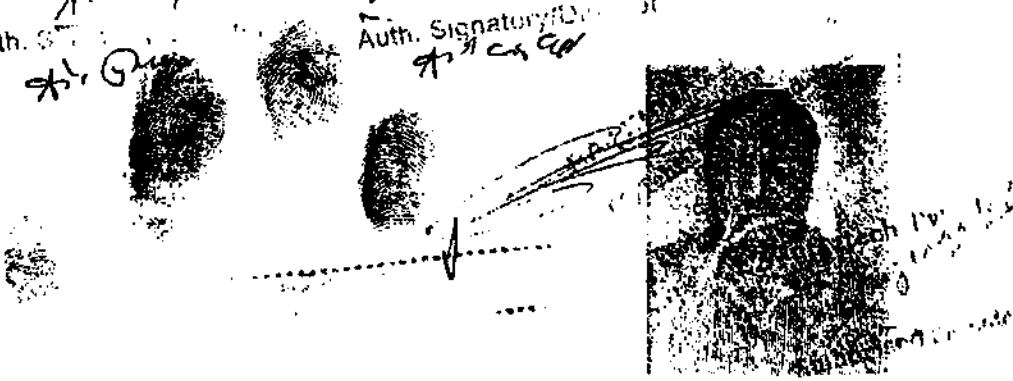
For Aerens Kolmet Infrastructures Pvt. Ltd.
Authorized Signatory

For Madhuvan Tie-up Pvt. Ltd.
Authorized Signatory


For Emtex Fabtrade Pvt. Ltd.
Authorized Signatory

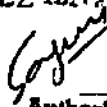
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Auth. Signatory



- 5 M/s Aerens Developers & Engineers Pvt. Ltd (ADEL) (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having its Registered Office at 6th Floor Mahindra Towers, 2-A Bhikaji Cama Place, New Delhi, through its Authorized Signatory Mr. Vinay Kumar S/o Late Mr. Tej Singh, duly authorized vide Board Resolution dated 22-07-2013.
- 6 M/s Aeren R Entertainment Pvt. Ltd (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having its Registered Office at 6th Floor Mahindra Towers, 2-A Bhikaji Cama Place, New Delhi, through its Authorized Signatory Mr. Vinay Kumar S/o Late Mr. Tej Singh, duly authorized vide Board Resolution dated 22-07-2013.
- 7 M/s Alluvion Buildcon Pvt. Ltd., having its Registered Office at Shop No. G-9, Plot No. G-1, Community Centre, Vikaspuri, New Delhi-110018 through its Authorized Signatory Mr. Virendra Kumar Dubey S/o Mr. Bhagwan Dutt Dubey, duly authorized vide Board Resolution dated 22-07-2013.
- 8 M/s Alan Buildcon Pvt. Ltd. having its registered office at Shop No. G-9, Plot No. G-1, Community Centre, Vikaspuri, New Delhi 110018, through its Authorized Signatory Mr. Virendra Kumar Dubey S/o Mr. Bhagwan Dutt Dubey, duly authorized vide Board Resolution dated 22-07-2013.

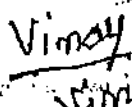
For Indrapuram Habitat Centre Pvt. Ltd.

 Director/Authorized Signatory

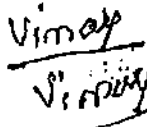
For AEZ Infratech Pvt. Ltd.

 Authorized Signatory

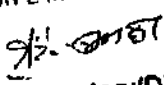
For M/s [unclear] Pvt. Ltd.

 Auth. Signatory

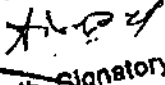
For LMTEX FABTRADERS PVT. LTD.

 Director/Auth Signatory

For Aerens Developers Pvt. Ltd.

 Authorized Signatory

For M/s [unclear] Pvt. Ltd.

 Authorized Signatory

For Alluvion Buildcon Pvt. Ltd.

 Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

 Auth. Signatory/Director

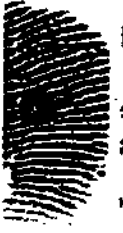
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पुर्थ)

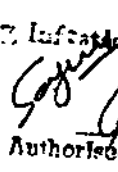


WHEREAS

- A. The SCIPL Consortium ("Consortium") has been awarded by the Ghaziabad Development Authority ("GDA") the bid for a real estate project for construction, development, maintenance and operation of a socio-cultural-cum-recreational-cum-commercial complex in Ghaziabad in the name of Indirapuram Habitat Centre ("IHC Project"). The Project is to be constructed upon a plot of land admeasuring 5.08 hectares located at plot No: 16, Indirapuram, off the NH-24 bypass ("Land") and the Consortium has executed a Lease Deed on February 3, 2006 for a term of 90 years ("Lease").
- B. Vide Consortium Agreement dated 12.09.2005, ("Agreement") parties thereto, agreed to form the Consortium on the terms contained therein, and the same was Registered on 28.09.2005 at S. No. 10713, Book No. IV, Volume No. 2609, at Pages 54 to 69 in the office of Sub-Registrar-V, New Delhi, to participate in the IHC Project.
- C. The Parties hereto considered it necessary and expedient to execute and register this Supplementary Agreement for the purposes of undertaking, implementing and executing the Project, more effectively and efficiently, and thus thereby delineating the roles and functions of the Parties with respect to the Project in terms of Para 12.1 of the Consortium Agreement dated 12/09/2005.



For Indirapuram Habitat Centre Pvt. Ltd.

 Director/Authorised Signatory

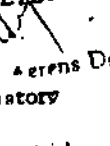
For AET Infrastructure Pvt. Ltd.

 Authorised Signatory

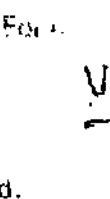
For Madhava Tripathi Pvt. Ltd.

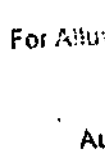
 Auth. Signatory

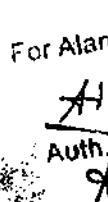
EMTEX FABTRADE PVT. LTD.

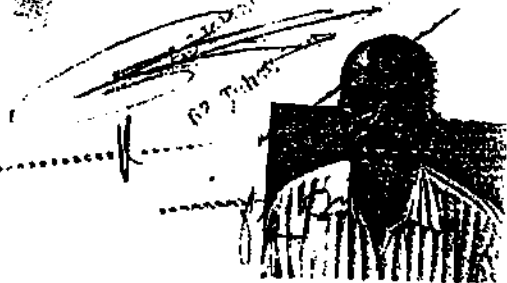
 Director/Author Signatory

Verens Developers & Engineers Ltd

 Authorised Signatory

For

 Vinay

For Alluvion Buildcon Pvt. Ltd.

 Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

 Auth. Signatory/Director



D. Further for the purposes of undertaking, implementing and executing the IHC Project, the parties to the Consortium Agreement executed a Supplementary Consortium Agreement dated 14.03.2007 delineating the roles and functions of the parties with respect to the IHC Project, which agreement was registered in the office of the Sub-Registrar-IV, Ghaziabad as Document No. 1005 in Book No. IV, Volume No. 2987 on page nos. 173 to 183 on 14.03.2007.

E. In terms of the said Supplementary Consortium Agreement, it was agreed that the profit and loss ratio for the IHC Project amongst the Consortium members shall be as under and each of the members of the Consortium shall hold such rights and interest in the IHC Project to the said extent.

S.No.	Member of Consortium	Share
1.	M/s. Indirapuram Habitat Centre Pvt. Ltd (earlier Showman Clubs & Inns Private Limited)	91.730%
2.	AEZ Infratech Private Limited (earlier Aerens Kolmet Infrastructures Pvt. Ltd)	4.460%



For Indirapuram Habitat Centre Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd

[Signature]
Authorised Signatory

[Signature]
Signatory

* EMTX PATTRADE PVT. LTD.

[Signature]
Director/Authorised Signatory

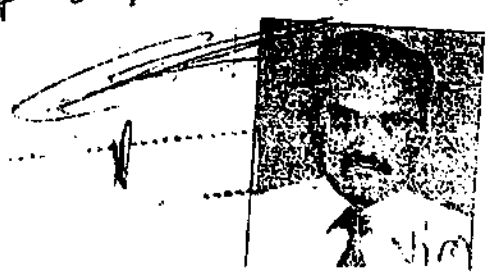
[Signature]
Authorised Signatory

[Signature]
[Signature]

For Alan Buildcon Pvt. Ltd.

[Signature]
[Signature]

[Signature]
Auth. Signatory/Director



3.	SM Towers Private Limited	2.197%
4.	Emtex Fabtrade Private Limited	0.630%
5.	Madhuvan Tieup Private Limited (hereinafter referred to as "MTPL")	0.640%
6.	Aerens Developers and Engineers Private Limited	0.062%
7.	Aeren R Entertainment Private Limited (earlier Samurai Entertainment Pvt Ltd.	0.052%
8.	Vatika Landbase Limited	0.162%
9.	RS Avtar Singh & Co.	0.067%

F. In terms of the Supplementary Consortium Agreement, Vatika Landbase Limited expressed its desire to withdraw from the SCIPL Consortium and, therefore, agreed that all its rights and interest in the IHC Project and any other future projects of the SCIPL Consortium shall vest solely with AEZ Infratech Private Limited and

For Madhapuram Habitat Pvt. Ltd. *[Signature]*
 Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd. *[Signature]*
 Authorised Signatory

For Madhuvan Tieup Pvt. Ltd. *[Signature]*
 Auth. Signatory

For EMTEX FABTRADE PVT. LTD. *[Signature]*
 Director/Auth Signatory

For Aerens Developers and Engineers Pvt. Ltd. *[Signature]*
 Auth. Signatory

For Alluvion Builders Pvt. Ltd. *[Signature]*
 Auth. Signatory/Director

For Alan Builders Pvt. Ltd. *[Signature]*
 Auth. Signatory/Director

[Signature]
 Auth. Signatory



in pursuance of the Supplementary Consortium Agreement, executed a conveyance deed dated 23.03.2007 in respect of its 0.162% share in the IHC Project and in the said Land in favour of AEZ Infratech Private Limited, which conveyance deed was duly registered in the office of the Sub-Registrar IV, Ghaziabad as Document No. 6875 In Book No. I, Volume No. 8129 on page nos. 54 to 77 on 23.03.2007.

G. In terms of the Supplementary Consortium Agreement, R.S. Avtar Singh & Co. also expressed its desire to withdraw from the SCIPL Consortium and, therefore, agreed that all its rights and interest in the IHC Project and any other future projects of the SCIPL Consortium shall vest solely with S.M. Towers Private Limited and in pursuance of the Supplementary Consortium Agreement executed a conveyance deed dated 23.03.2007 in respect of its 0.067% share in the IHC Project and in the said Land in favour of S.M. Towers Private Limited, which conveyance deed was duly registered in the office of the Sub-Registrar IV, Ghaziabad as Document No. 6910 in Book No. I, Volume No. 8130 on page nos. 271 to 280 on 23.03.2007.

For Indrapuram Habitat Centre Pvt. Ltd. For AEZ Infratech Pvt. Ltd.
[Signature] *[Signature]*
Director/Authorised Signatory Authorised Signatory

For EMTEX FABTRADE PVT. LTD. For Sarens Development & Engineers Ltd.
[Signature] *[Signature]*
Director/Auth Signatory Director/Signatory

For Alluvion Bulldozer Pvt. Ltd. For Alan Bulldozer Pvt. Ltd.
[Signature] *[Signature]*
Auth. Signatory/Director Auth. Signatory/Director


[Signature]
[Signature]

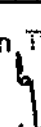
H. In the meanwhile, SM Towers Pvt. Ltd. stood merged with AEZ Infratech Private Limited and all the rights and interest of SM Towers Pvt. Ltd. in the IHC Project stood transferred to AEZ Infratech Private Limited. Thus, as on date, the IHC Project including the said Land is owned by the following members of the Consortium in the following ratios:

S.No.	Member of Consortium	Share
1.	M/s. Indrapuram Habitat Centre Pvt. Ltd (earlier Showman Clubs & Inns Private Limited)	91.730%
2.	AEZ Infratech Private Limited (earlier Aerens Kolmet Infrastructures Pvt. Ltd.)	6.886%
3.	Emtex Fabtrade Private Limited	0.630%
4.	Madhuvan Tie up Private Limited ("MTPL")	0.640%
5.	Aerens Developers and Engineers Private Limited (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)	0.062%
6.	Aeren R Entertainment Private Limited (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)	0.052%

For Indrapuram Habitat Centre Pvt. Ltd.

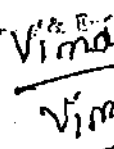
 Director/Authorised Signatory

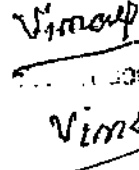
For AEZ Infratech Pvt. Ltd.

 Authorised Signatory

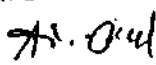
For Madhuvan Tieup Pvt. Ltd.

 Auth. Signatory

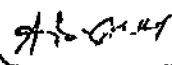
For EMTEX FABTRADE PVT. LTD.


 Director/Auth. Signatory

For Aerens Developers & Engineers Pvt. Ltd.

 Auth. Signatory

For Aeren R Enterprises Pvt. Ltd.

 Authorised Signatory

For Alluvion Buildcon Pvt. Ltd.

 Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

 Auth. Signatory/Director

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- I. In SCIPL Consortium financial outlays till date were being made solely by the IHCPL (Lead Member of SCIPL). However, since now MTPL has made a considerable fiscal payment to IHCPL (Lead Member of SCIPL), consequent thereto IHCPL Lead Member in SCIPL Consortium has agreed to transfer 18.36% of its shareholding in SCIPL Consortium to MTPL along with consequential proportionate rights of administration and governance. Henceforth the MTPL shall have 19% shareholding in SCIPL Consortium.
- J. IHCPL (SCIPL) has also expressed its desire to transfer its some rights and interest in IHC project to M/s Madhuvan Tieup Pvt. Ltd, M/s Alluvion Buildcon Pvt. Ltd and M/s Alan Buildcon Pvt. Ltd. Also M/s Aerens Developers and Engineers Pvt. Ltd. and M/s Aeren R Entertainment Pvt. Ltd. (Both now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.) has expressed their desire to withdraw from SCIPL consortium
- K. Therefore the parties hereto have considered it necessary and execute and register the present Supplementary Consortium Agreement to Supplementary Consortium Agreement Dated 14-03-2007 for undertaking, implementing and executing the project more effectively and efficiently thereby further delineating the roles and functions of the parties more specifically restricting the roles and functions of IHCPL (Lead Member of SCIPL) and defining the role of MTPL another financial investor in IHC Project.

For Indrapuram Habitat Centre Pvt. Ltd.
 [Signature]
 Director/Authorised Signatory

For AEZ Infotech Pvt. Ltd.
 [Signature]
 Authorised Signatory

For M/s [Signature]
 [Signature]

For EMTEX FABTRADE PVT LTD.
 [Signature]
 Director/Authorised Signatory

For Aerens Developers & Engineers Pvt. Ltd.
 [Signature]
 Authorised Signatory

For Aerens Enterprises Pvt. Ltd.
 [Signature]
 Director

For Alluvion Buildcon Pvt. Ltd.
 [Signature]
 Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.
 [Signature]
 Auth. Signatory/Director

Now, therefore, this Supplementary Agreement to the Consortium Agreement dated 14.03.2007 records as under:

- 1 M/s Indirapuram Habitat Centre Pvt. Ltd., Lead consortium member, having expressed its desire to transfer 18.36% deemed rights and interest to Co-member M/s Madhuvan Tieup Pvt. Ltd., 9.938% deemed rights and interest to New member M/s Alluvion Buildcon Pvt. Ltd. and 10.948% deemed rights and interest to another new member M/s Alan Buildcon Pvt. Ltd. in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) with immediate effect. The said Indirapuram Habitat Centre Pvt. Ltd. will have only 52.484% right, claim, interest, liability, obligation or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present / future.
- 2 Similarly, Aerens Developers And Engineers Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having expressed its desire to withdraw from SCIPL Consortium, hereby withdraws from the Consortium and its deemed rights and interest in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) hereinafter vest solely with a New member, Alluvion Buildcon Pvt. Ltd. with immediate effect and the said Aerens Developers and Engineers Ltd., ceases to have any right, claim, interest or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present/future, and similarly Aerens Developers and Engineers Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), is absolved of each and every obligation and liability under the SCIPL Consortium Agreement.

For Indirapuram Habitat Centre Pvt. Ltd. *[Signature]*
Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd. *[Signature]*
Authorised Signatory

For FMTX FABTRADE PVT. LTD. *[Signature]*
Auth. Signatory

For Alluvion Buildcon Pvt. Ltd. *[Signature]*
Auth. Signatory/Director

[Signature]
Auth. Signatory/Director

[Signature]
Auth. Signatory

[Signature]
Auth. Signatory

[Signature]
Auth. Signatory

- 3 Similarly, M/s Aeren R Entertainment Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), having expressed its desire to withdraw from SCIPL Consortium, hereby withdraws from the Consortium and its deemed rights and interest in SCIPL Consortium and the projects of the Consortium present and future as agreed by all parties hereto (the remaining co-members of the Consortium) hereinafter vest solely with a New member, Alan Buildcon Pvt. Ltd. with immediate effect and the said M/s Aeren R Entertainment Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), ceases to have any right, claim, interest or concern of any nature whatsoever with SCIPL Consortium or the Consortiums projects present/future, and similarly M/s Aeren R Entertainment Pvt. Ltd. (now stand amalgamated with M/s Aeren R Enterprises Pvt. Ltd.), is absolved of each and every obligation and liability under the SCIPL Consortium Agreement.
- 4 As per the agreement between the Parties, the Parties have obtained the requisite permission from Ghaziabad Development Authority vide letter No 522 dated 06.06.2013 which is annexed herewith as Annexure-A, the Parties hereto profess and recognise that consequent to MTPL's major fiscal contribution in share of IHCPL in SCIPL Consortium, IHCPL along with other consortium members in SCIPL Consortium, has put 19% area of IHC Project under the use and occupation of MTPL and remaining 81% under the charge and responsibility of other members, in SCIPL Consortium. 19% area of IHC Project put under control of MTPL shall be delineated as area on which 'Integrated Centre For Learning For Young Children' has been constructed including upper basement, ground floor, first floor, second floor and third floor) in Socio Cultural Block of IHC Project including upper basement, ground floor, first floor, second floor and third floor and from which 'PRESIDIUM' School is being run. The respective areas have been delineated in the plan attached as Annexure 1.

Indrapuram Habitat Centre Pvt. Ltd.
Director/Authorised Signatory

For AEZ Infrotech Pvt. Ltd.
Authorised Signatory

For FMTEX FABTRADE PVT. LTD.
Director/Author Signatory

For Alluvion Builders Pvt. Ltd.
Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.
Auth. Signatory/Director

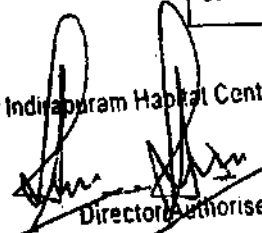
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Vinay

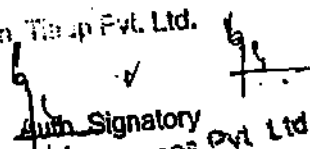
5 Thus after execution of these presents MTPL to the extent of above defined 19% and remaining constituents to the extent of remaining 81% respectively shall be solely entitled to and responsible for now and at all times hereinafter be entitled to; including but not limited to govern, operate, manage, reign, control administer regulate, man, staff, etc. which shall purport, mean, include, imply, denote, signify, etc. MTPL and other constituents of SCIPL Consortium respectively shall have the right in the Land underneath thereof to the respective extent of their shareholding and also in each and every aspect of effective governance and administration without any limitation, curb, restraint, and/or control of each other.

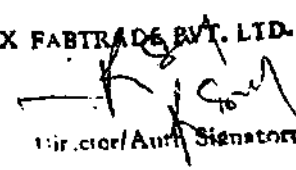
6 Thus, as on date, the IHC Project including the said Land is owned by the following members of the Consortium in the following ratios: -

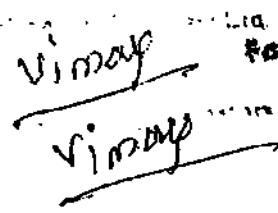
S.No.	Member of Consortium	Share
1.	M/s. Indirapuram Habitat Centre Pvt. Ltd (earlier Showman Clubs & Inns Private Limited)	52.484%
2.	AEZ Infratech Private Limited (earlier Aerens Kolmet Infrastructures Pvt. Ltd.)	6.886%
3.	Emtex Fabtrade Private Limited	0.630%
4.	Madhuvan Tie up Private Limited ("MTPL")	19.00.0%
5.	Alluvion Buildcon Private Limited	10.00%
6.	Alan Buildcon Private Limited	11.00%

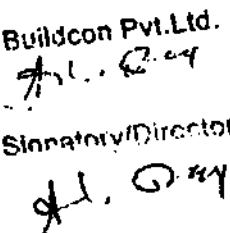
For Indirapuram Habitat Centre Pvt. Ltd.

 Director/Authorised Signatory

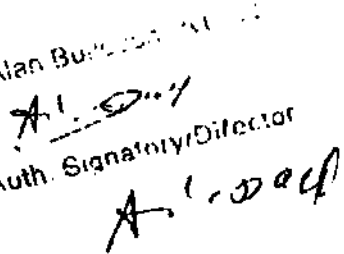
For AEZ Infratech Pvt. Ltd.

 Authorised Signatory

For Madhuvan Tie up Pvt. Ltd.

 Auth. Signatory

For EMTEX FABTRADE PVT. LTD.

 Director/Authorised Signatory

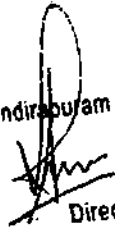
For Aerens R En Infrastructures Pvt. Ltd.

 Authorised Signatory

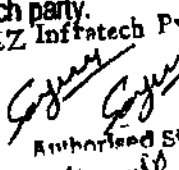
For Alluvion Buildcon Pvt. Ltd.

 Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

 Auth. Signatory/Director

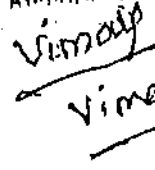
7. The Parties agree that the terms of this Supplementary Consortium Agreement are in furtherance of the Consortium Agreement Dated 12-09-2005 & Supplementary Consortium Agreement Dated 14-03-2007 on the understanding and subject to the condition that this present Agreement is intended to and shall be construed to form part of the Consortium Agreement Dated 12-09-2005 & Supplementary Consortium Agreement Dated 14-03-2007.
8. That all terms and conditions of this Supplementary Consortium Agreement shall be harmoniously construed with the original Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 and in case of any conflict of any of the terms of the Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 with this Supplementary Consortium Agreement, the terms and conditions of this Supplementary Consortium Agreement shall prevail upon the original Consortium Agreement dated 12.09.2005 and supplementary Consortium Agreement dated 14.03.2007 thereto in terms of the above arrangement.
9. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the agreement.
10. The failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

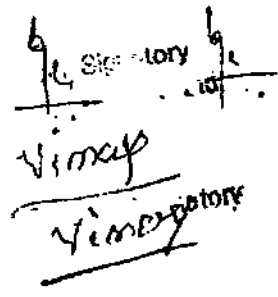
For Indira Jayam Habitat Centre Pvt. Ltd/ or AEZ Infotech Pvt. Ltd

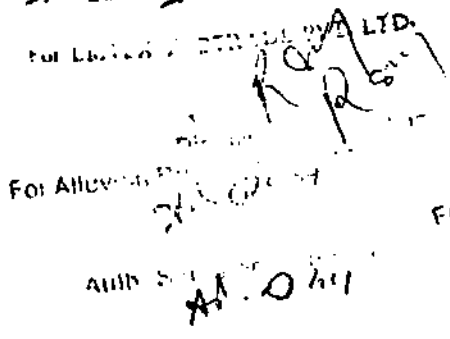

Director/Authorised Signatory


Authorised Signatory

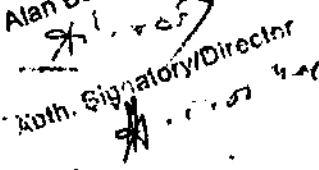
For L... .. LTD.


Vimay


Vimay
Vimay

For All... ..


For Alan Bull... .. Pvt. Ltd.


Auth. Signatory/Director

11. That the interest of each of the members hereto shall be equivalent to their percentage above in the Said Lands subject matter of the lease executed between the GDA and the Consortium. It is further clarified that in case the Said Lands are converted into free hold, then each of the members shall be entitled to get respective percentage of the land as earmarked in the plan annexed hereto out of the Said Land registered in their respective names
12. That the parties have further agreed that in case any of the parties seeks partition of their respective areas as delineated in the plan annexed hereto and takes possession of the area falling in its share then such party shall be deemed to be the owner thereof for all intent and purposes.
13. That no modification, representation, promises or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the parties.
14. That any notice, letter or communication to be made, served or communicated unto any of the parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is addressed at the address shown above or changed address as may be intimated by the said party
15. Each party hereto represents that it has been duly authorized to execute and deliver this Supplementary Consortium Agreement. This Supplementary Consortium Agreement has been duly executed and delivered in the name of and on behalf of such party by its respective duly authorized representative and constitute a legally valid and binding agreement of such Party enforceable subject to and in accordance with its terms.

For Indrapuram Habitat Centre Pvt. Ltd.
 Director/Authorized Signatory

For AEZ Infrotech Pvt. Ltd

Authorized Signatory

For FMTX FABTRADE PVT. LTD.

Director/Auth Signatory

For Alluvion Builders Pvt. Ltd.

Auth. Signatory/Director

For Alan Builders Pvt. Ltd.

Auth. Signatory/Director

Vimay
 Vimay

16. This Agreement will be governed by and construed in accordance with the laws of India.

- a. In the event of any dispute or difference arising between the Parties herein relating to the construction, meaning or effect of this Supplementary Consortium Agreement or regarding the rights and liabilities of the Parties herein, the same shall be referred to a sole arbitrator appointed by written mutual consent of the parties, who shall adjudicate the reference in accordance with the Arbitration and Conciliation Act, 1996 or any amended or substituted statute for the time being in force.
- b. The parties shall not at any time during the subsistence or after termination of this Supplementary Consortium Agreement, question in any manner the authority of the Arbitrator named herein in any manner or on any ground whatsoever.
- c. The named Arbitrator shall not be substituted unless he dies or refuses to hold the office of Arbitrator. In case of either eventuality, the parties shall alone be entitled to substitute the Arbitrator to decide the dispute in accordance with this Supplementary Consortium Agreement.
- d. The award given by the Arbitrator shall be final and binding between the parties.
- e. The venue of arbitration shall be at Delhi alone and the Parties agree that they shall be subject to the exclusive jurisdiction of the Courts in Delhi only.

For Indrapuram Habitat Centre Pvt. Ltd. or AEZ Infotech Pvt. Ltd

[Signature]
Director/Authorised Signatory

For Madhavan Teamp Pvt. Ltd.

[Signature]
Auth. Signatory

For EMTEX FABTRALL PVT. LTD.

[Signature]
Director/Auth Signatory

[Signature]
Vijaya
[Signature]
Vijaya

[Signature]
Vijaya
[Signature]
Vijaya

For Alan Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

For Alan Buildcon Pvt. Ltd.

[Signature]
Auth. Signatory/Director

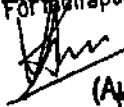
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[Signature]

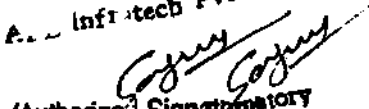
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IN WITNESS WHEREOF, the Parties have affixed their signatures on this Supplementary Agreement on the day, month and year first written above.

1. Indrapuram Habitat Centre Private Limited
For Indrapuram Habitat Centre Pvt. Ltd.

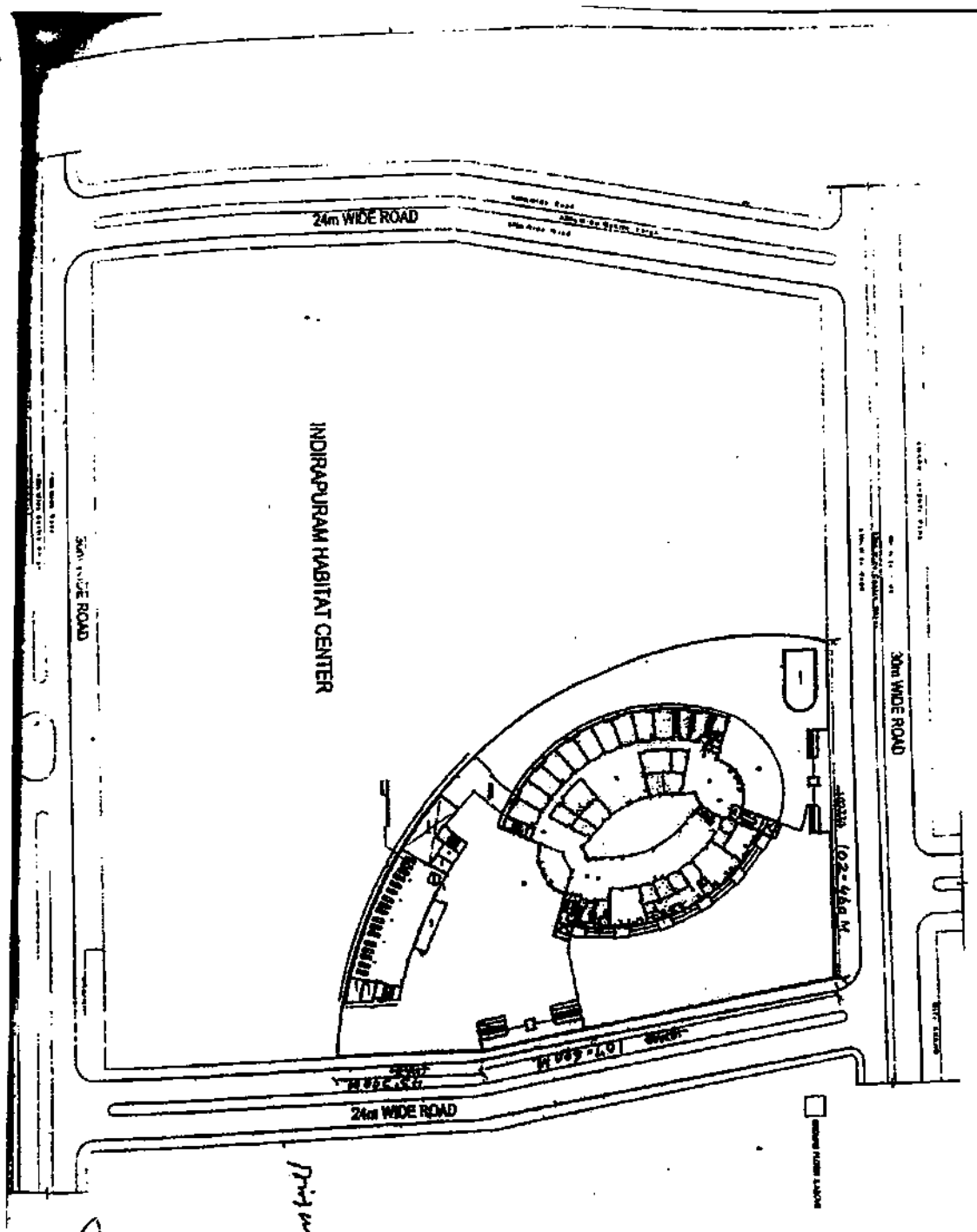

(Authorized Signatory)

Infotech Pvt. Ltd.
or A. Infotech Pvt. Ltd.


(Authorized Signatory)

3. M/s Madhu Tieup Private Limited


(Authorized Signatory)



Indirapuram Habitat Centre Pvt. Ltd.
 Director/Authorised Signatory

For AEZ Infotech Pvt. Ltd.
 Authorised Signatory

For Aerotech Enterprises Pvt. Ltd.
 Director/Author Signatory

For Alluvion Builders Pvt. Ltd.
 Auth. Signatory/Director

For Alluvion Builders Pvt. Ltd.
 Auth. Signatory/Director

For Aerotech Enterprises Pvt. Ltd.
 Authorised Signatory

Habiter Centre Pvt. Ltd.

Authorized Signatory

Infretech Pvt. Ltd.

Authorized Signatory

Thuvan Tieup Pvt. Ltd.

Auth. Signatory

ABI

Director/ Auth Signatory

Alan Buldoon Pvt. Ltd.

Auth. Signatory/Director



4. M/s Emtex Fabtrade Private Limited

(Authorized Signatory)

5. M/s Aerens Developers & Engineers Pvt. Ltd (ADEL) (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)

(Authorized Signatory)

6. Aeren R Entertainment Pvt. Ltd (now stands amalgamated with M/s Aeren R Enterprises Pvt. Ltd.)

(Authorized Signatory)

7. M/s Alluvion Buldoon Pvt. Ltd. For Alluvion Buldoon Pvt. Ltd.

(Authorized Signatory)

8. M/s Alan Buldoon Pvt. Ltd. For Alan Buldoon Pvt. Ltd.

(Authorized Signatory)

(Authorized Signatory)



For Indrapuram Habitat Centre Pvt. Ltd.
 Director/Authorised Signatory

For AEZ Infratech Pvt. Ltd.
 Authorised Signatory

For M...
 Auth. Signatory

EMTEX FABTRADE PVT. LTD.
 Director/Auth Signatory

Aerens Developers & Engineers Ltd
 Authorised Signatory

For Aerens... Pvt. Ltd.
 Authorised Signatory

For Alluvion Buildcon Pvt.Ltd.
 Auth. Signatory/Director

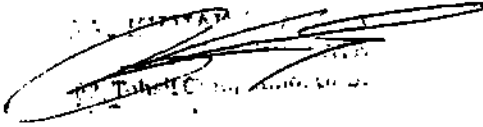
For Alan Buildcon Pvt.Ltd.
 Auth. Signatory/Director

WITNESS :

1- Mr. Vinod Kumar S/o Mr. Dharpal Singh
 R/o- Tehsil Compound, Ghaziabad
 DL No.:-V9490/NT

2- Mr. 

Date:-25-07-2013 Drafted by **RAJKUMAR SHARMA**,
 Advocate, Registration No.2331/89, Ch. No.62,
 Tehsil Compound, Ghaziabad has prepared/written
 as per facts explained by the parties & parties
 photographs have been attested on the basis of I.D.
 proof.





गाजियाबाद विकास प्राधिकरण

विकास पथ, गाजियाबाद

पत्र सं. : 522/व्यव.अनु./12-13

दिनांक : 06/6/13

सेवा में,

मै० एस. सी. आई. पी. एल. कन्सोर्शियम,
702-704, डी मॉल, नेताजी सुभाष पैलेस,
पोतमपुरा, नई दिल्ली-110034.

विषय : मै० एस. सी. आई. पी. एल. कन्सोर्शियम, द्वारा प्रस्तुत नया पैटर्न अनुमत्त किये जाने के सम्बन्ध में।
महोदय,

उपयुक्त विषयक आपके पत्र दिनांक 11.03.2013 के सम्बन्ध में अवगत कराना है कि उपाध्यक्ष महोदय द्वारा प्रदत्त स्वीकृति दिनांक 05.06.2013 के क्रम में आपके अनुरोध पत्र दिनांक 11.03.2013 में दर्शाया गया निम्नानुसार न्यू पैटर्न लागू किये जाने में पूरक कन्सोर्शियम अनुबन्ध निष्पादित कराये जाने की शर्त पर प्राधिकरण को कोई आपत्ति नहीं है:-

NEW PATTERN

S.No.	Name of the Members	Percentage
1	Indirapuram Habitat Centre Pvt. Ltd.	52.484 %
2	AEZ Infratech Pvt. Ltd.	6.886 %
3	Alluvion Buildcon Pvt. Ltd	10.000 %
4	Alan Buildcon Pvt. Ltd.	11.000 %
5	Emtex Fabtrade Pvt. Ltd.	0.630 %
6	Madhuvan Tie Up Pvt. Ltd.	19.000 %
	Total	100.000 %

कृपया उपरोक्त अनापत्ति न्यू पैटर्न के अनुसार पूरक कन्सोर्शियम अनुबन्ध निष्पादित कराकर इसकी एक प्रति अधोहस्ताक्षरी को प्रेषित करने का कष्ट करें।

भवदीय,

[Handwritten Signature]

06/6/13
(ज्ञानेन्द्र वर्मा)
संयुक्त सचिव (व्यव.)

673

MISCELLANEOUS CONSORTIUM, DELHI

In pursuance of order of Collector No. memo dated 03/02/06 Passport under section 10-A of the Stamp Act, 1899 that an amount of Rs. 78511400/- (Rupees Seven crore eighty five lakh eleven thousand four hundred only)

has been Paid in Cash as Stamp duty in respect of this instrument in the State Bank of India (SBI) / Sub-Treasury of Ghaziabad by M/S. Showman Clubs & Inns Pvt. Ltd. Dated 03/02/06 a copy of which is annexed here with.

Officer-in-charge
Treasury, Ghaziabad
03/02/06

For Showman Clubs & Inns Pvt. Ltd.
[Signature]



Lease Deed 31/02/2006

GHAZIABAD DEVELOPMENT AUTHORITY

LEASE DEED

THIS INDENTURE MADE THIS 3 day of 02 in the year 2006 between the Ghaziabad Development Authority (herein after called the Authority/Lessor which expression shall unless the context does not so admit, include its successors and assigns) of the one part.

..... Lessor

AND

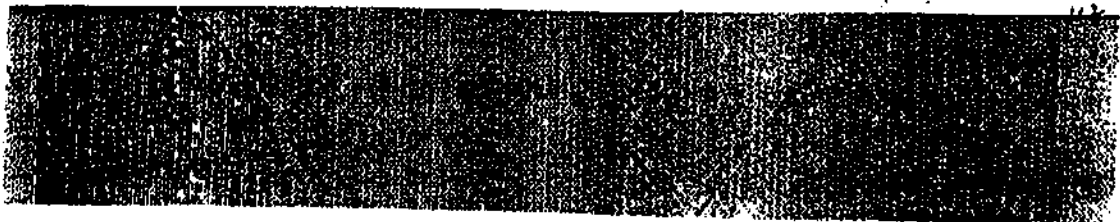
TTS
[Signature]

M/S Showman Clubs & Inns Pvt. Ltd. Consortium, represented through its leader Showman Clubs & Inns Pvt. Ltd having its registered office at F-89, Green Park, New Delhi - 16 through its authorized signatory Shri Subhash



For Showman Clubs & Inns Pvt. Ltd.
[Signature]
Authorized Signatory

[Signature]
विराट कार्यालय
गान्धिमार्ग, नया दिल्ली
भारत



Chand Gupta duly authorized by board resolution dated 23.01.06, hereinafter referred to as the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof shall mean and include its members and the members which may be included subsequently and their respective successors- In- Interest and assigns of the other part.

..... Lessor

WHEREAS UNDER THE RULES framed by the Govt. of Uttar Pradesh under U. P. Urban Planning and Development Act., 1973, U. P. Act No. 30 of 1974, the first party developed the Indirapuram Housing Scheme on about 1280 acre of land advantageously located on NH Bye pass. It is the fast developing scheme catering residential units for various HIG, MIG, LIG, EWS categories including buildup houses/flats & plots of various size, plus other community facilities.

- 1. During the last few years major housing projects are being developed in and around Delhi within the NCR towns. Often these housing complexes are set up in isolation at different locations depriving people of Socio Cultural and other related facilities, which should have been developed along with housing.

Indirapuram Habitat Centre (IHC) has been inspired and is proposed to be developed on the lines of India Habitat Centre. The objective of India Habitat Centre was to " develop an integrated physical environment in which various professionals and institutions dealing with different facets of Habitat and Habitat related environmental issues could function, interact and attempt to resolve Habitat related problems in a coordinated manner", Indirapuram Habitat Centre would be developed with the objective of providing integrated facilities.

The USP of the project will be its unique concept of amalgamating multidisciplinary activities under one roof. The concept is unique and the Infrastructure and facilities would be comparable to the International standards.

Another USP of the project would be the host of facilities that would be offered by the center to the various age groups (the residents), located within the complex as well as the residents of nearby cities. In other words, it will be a facility that provides for the enrichment of the habitat.

The Indirapuram Habitat Centre will have convention facilities, auditoriums, lecture halls, Library-cum-lounge club house with dining and indoor recreational facilities. The convention center will

PLC
3



Indirapuram Habitat Centre & Inns Pvt. Ltd.
Authorized Signatory

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विशेष कार्यसिकारी
नाबिवासा विकास प्राधिकरण
नाबिवासा



be a venue for a host of cultural activities and will have facilities like exhibition area, art gallery, Open Air concert facility, Open-Air Sculpture Garden, etc. Further the complex will have a shopping mall with multiplex, virtual reality, theaters, guest rooms, modern science gallery, etc., etc.

The main features would include

1. Develop an integrated physical environment for professionals and institutions interact in a coordinated manner.
2. Promote awareness, education, research, training and development of all habitat issues.
3. Create better urban / rural facilities related to the lifestyle of people.
4. Inculcate awareness and sensitivity of creative human activity in habitat.
5. Document information related to habitat, human settlements and environmental issues.
6. Create conference center.
7. Set-up virtual reality and multiplex.
8. Comprehensive convention center with facilities for concurrent session.
9. State of the art audio visual equipment, computer controlled conference and simultaneous interpretation system in auditorium.
10. Finest dining and reception facilities.
11. Club House
12. Cultural and entertainment facilities
13. Car Parking
14. Internet, Multimedia, videos and latest newspapers / periodicals, reference books - library.
15. Members' facilities - guest rooms, restaurants and bar; health spa, fitness center & swimming pool.
- Commercial hub + mall for shops
- Art Gallery
- Offices
- Modern Science Gallery



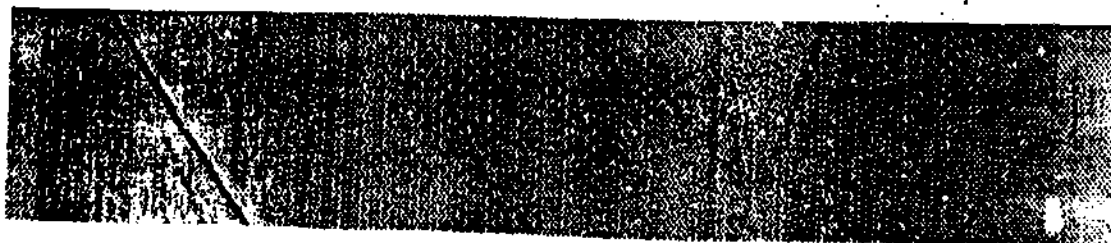
Habitat Centre will have three major land uses :

Socio-Cultural :

Convention facilities along with auditoriums, lecture halls, e-Library-our-lounge, an exhibition area, art gallery, Open Air Concert facility, Open Air Sculpture Garden, integrated health and educational facilities for young

For Signature: *[Signature]*
Authorized Signature

[Signature]
डिप्टी कार्डिफिकरी
गणिकाबाद विकास प्राधिकरण
नरसिंहाबाद



children, science gallery and facilities for socio-cultural activities, etc. and such facilities as falling under the social cultural use, and such socio cultural facilities as determined by the First Party

Recreational :

Club house dining, banquet, swimming pool, health club with multi gym., guest rooms etc. and such facilities as falling under recreational use, and such recreational facilities as determined by the less or

Commercial :

Shopping Mall with Multiplex etc and such facilities as falling under commercial use, and such commercial facilities as determined by the lessor

The plot No-16, Indirapuram is located of the NH-24, bypass, bounded by the following developments:

Table-1: Site details of the plot proposed for Indirapuram Habitate Centre (IHC)

	Direction	Details
24.0 mtr. Wide road Gp. Housing	West	4-Lane Road
30.0mtr. wide road, Swarn Jayanti Park	North	4-Lane divided Road
24.0 mtr. Wide road Op. Housing	East	4-Lane Road
30.0 mtr. Wide road Gp. Housing	South	4-Lane divided Road

The Controls :

Plot Area : 5.08 Hectares
 Permissible Ground Coverage : 40%
 Permissible F.A.R. : 120

Other guide lines as per Building regulations and Directions 2000 and Govt. orders issued from time to time.

Breakup percentage of various Land use distribution within the complex.

Socio-Cultural :

50% of FAR

Convention facilities along with auditoriums, lecture halls, e-Library cum- centre, an exhibition area, art gallery, Open Air Concert facility, Open Air Sculpture Garden, integrated health and educational facility for young children, and science gallery etc. and such facilities falling under the social cultural use, and such socio cultural facilities as determined by the First Party,

IHC



For: ~~Signature~~ & Inns Pvt. Ltd,
Respected Signature: 17

Signature

विशेष कार्यधिकारी
पानिपत विकास प्राधिकरण
पानिपत

Recreational :

30% FAR

Club house with dining, banquet, indoor recreational facilities, swimming pool, health club with multi gym., guest rooms etc. and such facilities falling under recreational use, and such recreational facilities as determined by the lessor.

Commercial :

20% of FAR

Shopping mall with multiplex etc and such facilities falling under commercial use, and such commercial facilities as determined by the lessor.

The above percentages are indicative and flexible and the builder/ Developer will have the liberty to change them up to maximum of 10% from one category to the other.

The lessee shall always ensure that within each category there would be reasonable mix of various facilities, such that the basic character and integrity of the center, as envisaged by the First Party, is not destroyed or diluted. In this regard, the decision of the first party shall be final.

Ample under ground multi level parking provisions are to be made within the complex keeping in mind the future demand.

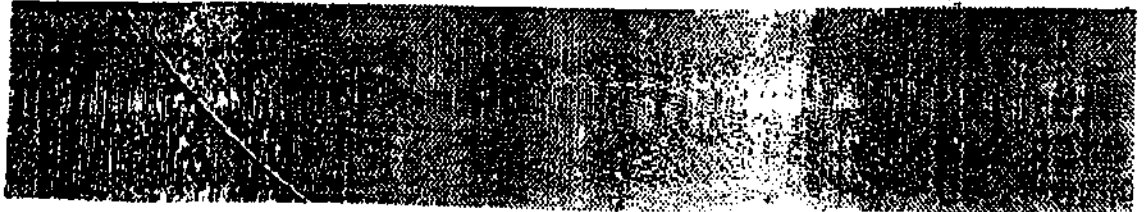
In a public auction with commercial rates (i.e. double the sector rate + 10% surcharge for infrastructure fund) as the reserve price, highest bid offered by the second party was accepted by the lessor and as such the plot in question was allotted to the second party in the consideration of Rs. 71,37,40,000 (in words ~~Seventy One Crore Thirty Seven Lacs Forty Thousand~~ 7,13,74,000) (in words.....) has been deposited at the time of fall of the hammer and next 15% amount was deposited on 7.9.07. Thus the lessee has paid Rs. 10,70,61,000 (in words ~~Ten Crore Seventy One Lacs One Thousand~~ 10,70,61,000) and 10% of the total premium amounting to Rs. 7,13,74,000 (in words ~~Seven Crore Thirteen Lacs Seventy Four Thousand~~ 7,13,74,000) has been paid as lease rent plot in question. The total sum of Rs. 17,84,35,000 (in words ~~Seventeen Crore Eighty Four Lacs Thirty Five Thousand~~ 17,84,35,000) paid by the lessee which is acknowledged by the lessor through this deed.

Now, therefore, this Lease Deed witnesseth as under:-

1. In consideration of the premium and lease rent as mentioned above herein reserved, the lessor grants lease of the Plot No.16, Indirapuram, admeasuring 5.08 hectares, located mentioned as above to the lessee for a period of 90 years, commencing from the execution of this deed.

JK
For Share
Authorized Signatory
Pvt. Ltd.

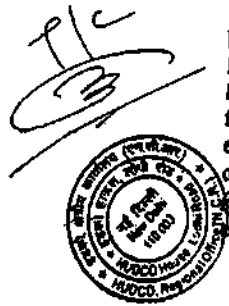
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विशेष कार्यधिकारी
पानिवायर विकास प्राधिकरण
पानिवायर



and on other terms and conditions as stated hereinafter. The lessee has paid a sum of as rupees mentioned above, being 25 % of the total premium before the execution and registration of this lease deed and the balance 75 % shall be payable by the lessee to the lessor as per Clause 4.

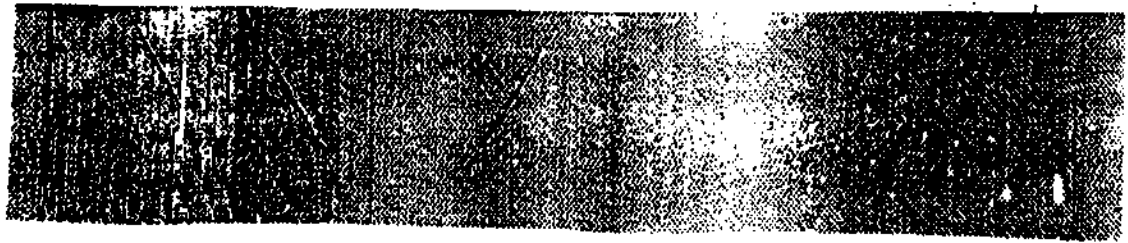
2. The lessee will have to take over possession within 120 days from the date of allotment, In case of failure to take over possession within the stipulated period, the lease deed will be cancelled and 10% of the total premium will be forfeited from the deposits made and balance, if any shall be returned to the lessee without any interest. However, in exceptional circumstances beyond the control of both the parties may grant extension of time upto 90 days. Extension if granted will be subject to the payment of extension charges @ Rs. 1000/- per day upto 60 days for all 60 days and @ Rs. 3000/- per day upto 90 days for all 90 days. Beyond 90 days, extension will not be granted under any circumstances.
3. The lessee will be required to submit the details of the project for the complex as well as building plans within four months from the date of allotment or extended period as per clause-1 of this deed, which plans shall be scrutinized and decided by the Authority within 60 days thereafter as per terms and conditions of the scheme.
4. The lessee agree and under take to pay the balance of 75% of the total premium in 8 half yearly installments along with interest @ 12% p.a. compounded half yearly on outstanding premium. However, there will be moratorium of two years without interest on the payment of premium during the construction period allowed. A grace period of 29 days shall be permissible for payment but any delay, after the expiry of grace period shall liable for payment of interest @ 15% Per annum on the defaulted amount for the defaulted period. However, if due amount is not paid within a period of 3 months from the expiry of due date, the plot shall be cancelled and money deposited shall be refunded after deducting 10% of the premium. The payment schedule considering the date of map approval as the zero date will be issued by Lessor.

No extension for payment of installment will be granted and if the lessee fails to pay the installments within due dates, this agreement to lease will be cancelled and amount equivalent to 10% premium forfeited by the first party. However, in exceptional circumstances, extension for deposit of installment/interest will be granted at the sole discretion of the lessor, but it will be subject to payment of interest @15% p.a. compounded half yearly on defaulted amount for defaulted period.



For Signature of _____

राजेश कुमार शर्मा
 निदेशक विकास प्रसिद्धता
 राजेश्वर



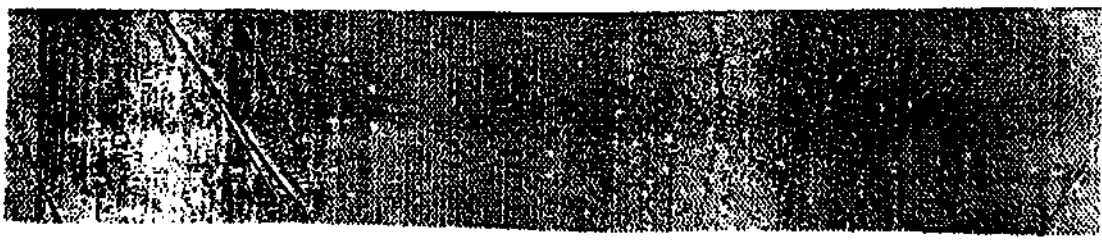
The lessee shall have to erect and complete the construction in the complex within 2 years from the date of approval of the building plans in accordance with terms and conditions, building bye-laws and building plans approved by the first party or within such extended time as may be extended in writing by the lessor and will finish erection work within the time stipulated in these presents or within such extended period as may be allowed by the lessor in writing. The lessee will run the habitat center according to rules for which lessee will mortgage 25% land of plot in favour of the lessor or give performance bank guarantee equivalent to 25% of value of the plot to the lessor. The lessee shall be free to mortgage 75% land / land not mortgaged in favour of Bank or Financial Institutions. After five years satisfactory completion of Habitat Centre 25% land, if mortgaged, will be released by lessor. Land will be given on 90 years lease. 10% of total bid amount has been charged as lease rent before the execution of this lease agreement. If the lessee use the land according to the conditions mentioned in the this deed, the lessor will grant free hold rights according to the terms & conditions prevailing at that time after the center has been constructed and full amount paid and the center has run for 5 years after completion of construction. Free hold charge applicable at commercial rate according to the Ghaziabad Development rules and regulations shall be payable. In case of not running the center as provided herein, the lessor may take possession of the land and 10% bid amount would be forfeited. Failure to complete the construction as per approved plan within the prescribed or extended period may result in termination of lease and forfeiture of premium and other amounts paid by the lessee to the lessor. The structures, if not removed within three months from the date of notice, would vest in the lessor.

5. The lessor have right to inspect the building during the construction period, after giving due notice to the lessee, to ensure that construction is as per norms. The inspection period shall be excluded from the construction period.
6. After allotment execution of lease & handing over of possession of the said leased land by lessor, the lessee will have rights to create charge/lien/mortgage or any other encumbrance over 75% of right in land / land not mortgaged in favour of the lenders/banks/PI's etc.

In case of any dispute on the interpretation of any word or terms and conditions of the lease agreement, the decision of the lessor shall be final and binding on the lessee, his successor and transferee.

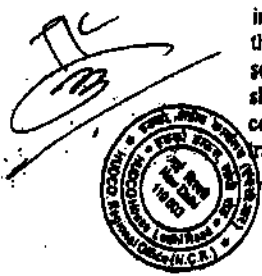
Handwritten initials "T/C" and a signature. Below the signature is a circular stamp of the Government of Uttar Pradesh, Ghaziabad District, with the text "1983".

Handwritten signature and a stamp in Hindi: "विशेष अधिकारी" (Special Officer) and "मिनिस्ट्री ऑफ़ हौसिंग एंड एयर्स" (Ministry of Housing and Urban Affairs).



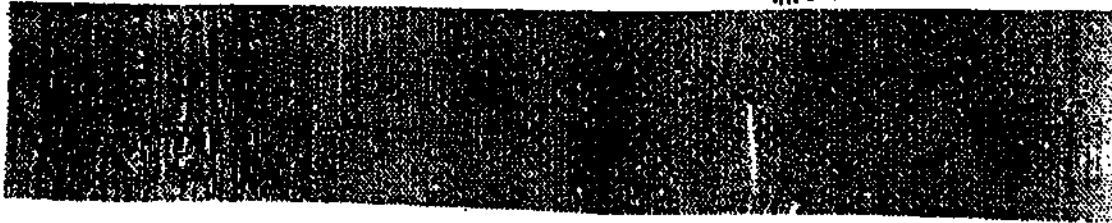
- 8. The lessor reserves the right to all mines, minerals coals, washing goods, earth oils, quarries in over or under the plot in question and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining, removing and enjoy the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon, provided always that the Authority shall make reasonable compensation to the lessee for all damages directly occasioned by exercise of such rights. To decide the amount of reasonable compensation the decision of the lessor will be final and binding on the lessee.
- 9. If the lessee fails to deposit the due money within the given or such extended time period as is allowed by the lessor or commits any breach of the terms and conditions as laid down in this lease deed shall be liable to be cancelled / determined and 10% of total premium together with interest, extension charges or any other charges paid/ payable shall be forfeited in favour of the authority. Possession of the plot with structure in exists thereon shall be resumed in favour of the authority and the lessee shall not be entitled to claim any compensation for the same.
- 10. Provided that no cancellation, termination, forfeiture or re-entry as aforesaid clauses shall be effected until the lessor has serviced on the lessee a notice in writing.
 - a) Specifying the particular breach complained of, and
 - b) Requiring the lessee to remedy the breach, and if the lessee fails, within such reasonable time as may be mentioned in the notice, to remedy the breach, may terminate, re-enter and forfeit as aforesaid after the lessee is afforded reasonable opportunity of being heard and in the event of termination, forfeiture or re-entry, the lessor may in his discretion waive such action on such term and conditions as he thinks proper.

11. It is agreed between the parties that the essence and spirit of this land allotment and the auction of land, was to have a private investor invest in the land and building as commercial rates but to operate the IHC for the socio-cultural activities of the citizens users of the NCR area. The socio-cultural area shall constitute the crux and core of the project and shall be operated by the developer directly or along with associates or collaborates. The socio-cultural part of the FAR only shall be non-transferable to any other party. These stipulations shall always be subject to the over-riding condition that this is a socio cultural facility-



For the...
 [Handwritten signature]

[Handwritten signature]
 Director, Capital Region Development Authority
 National Capital Region Development Authority



a Habitat Centre-and that the usage should be such that the basic character of the facility does not get diluted or destroyed.

- 12. The lessee shall have the right to display only such advertisement, hoarding or notice and such publicity material on the demised land and structure thereon as may be permitted by any local, state or national law for the time being in force.
- 13. The lessor shall provide all necessary help for the land development and facilitate that the premises become/habitable/operational.
- 14. The cost and expenses of preparation stamp and registering the lease deed and its copies and all other incidental expenses shall be paid by the lessee. The lessee shall also pay all rates and taxes imposed on immovable property levied by the municipal corporation or any other duty or charges as may be levied by any other authority.
- 15. The lessor may, with written consent of the lessee make such amendments, addition and alteration or modification to these terms/conditions as may be considered just and expedient in public interest. The lessee and his successor and transferee shall provide by the provisions of the U.P. Urban Planning and Development Act and such rules and regulations or directions as are made or issued thereunder from time to time.

IN WITNESSES WHEREOF executed and signed by the parties.

WITNESSES:

1. *[Signature]*

For Ghaziniabad Development Authority
LESSOR

SUDASH CHANDRA SWAIN

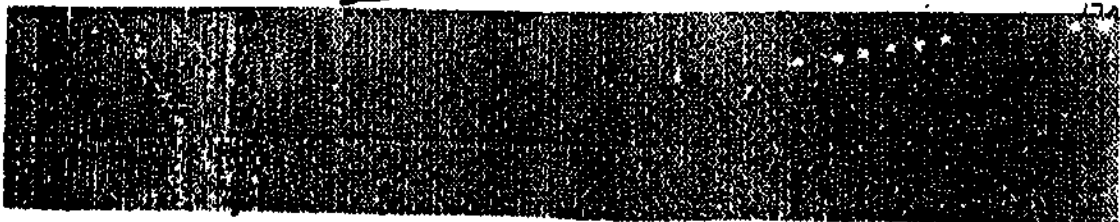
S/o - Late Sh. Pransuwan Swain,
B-802, GD Colony,
Mayapuri Vihar - 3
Delhi - 110096

2. *[Signature]*
MOHINDER GINASH SODRA

S/o Late Gumbharan Singh,
Bh 2-209 Ram Prastha Colony
Sohna of Ghaziniabad.

[Signature]
LESSEE

[Signature]



कायदलिन रूप १० रुपय ११५०१५
भारतीय नैर न्यायिक



उत्तर प्रदेश UTTAR PRADESH

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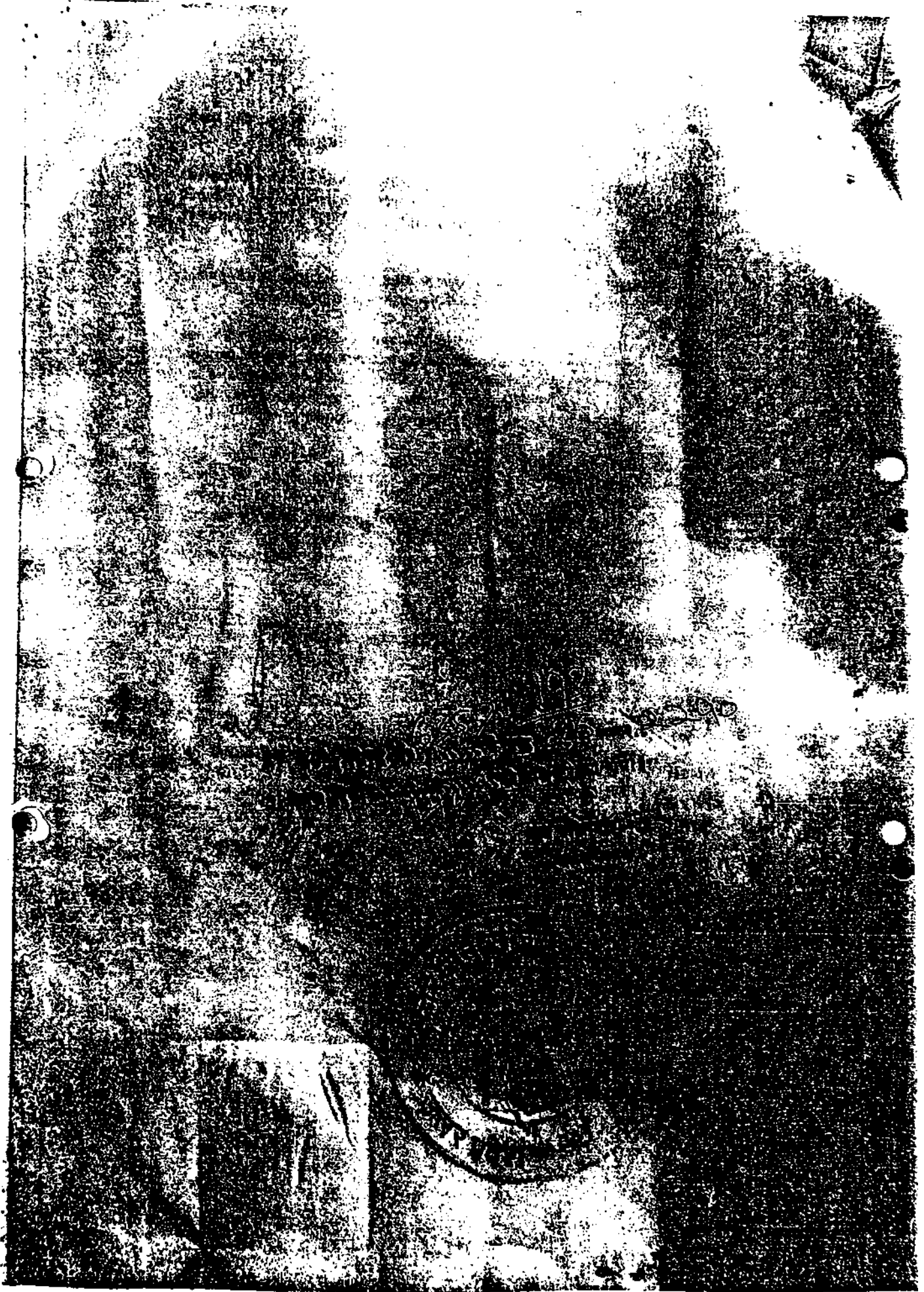


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गाजियाबाद विकास प्राधिकरण

प्रेषक:

अधिशाली अभियन्ता(व्यवसायिक)
गाजियाबाद विकास प्राधिकरण
गाजियाबाद

सेवा में,

M/s SCIPL, Consortium
F-89, Green park
New Delhi- 110016

पत्र संख्या... 738/आव-अड/05

दिनांक... 26-10-05

विषय:- इन्दिरापुरम योजना के अहिंसा खण्ड-। स्थित इन्दिरापुरम हेबिटेट सेन्टर भूखण्ड सं० 16 के आवंटन के सम्बन्ध में।

महोदय,

उपरोक्त विषयक सूचित किया जाता है कि दिनांक 29.9.05 को हुई नीलामी में इन्दिरापुरम हेबिटेट सेन्टर भूखण्ड सं० 16 अनुमानित क्षेत्रफल 50800.00 वर्गमीटर के लिये प्राप्त उच्चतम आपकी बोली रूपये 14050/- प्रति वर्गमीटर उपाध्यक्ष महोदय के आदेश दिनांक 5.10.05 द्वारा स्वीकार कर ली गयी है। जिसके अनुसार उक्त भूखण्ड का कुल मूल्य रूपये 71,37,40,000/- (शब्दों में रूपये इक्कत्तर करोड सेतीस लाख चालीस हजार मात्र) होता है। इसके अतिरिक्त 10 प्रतिशत लीज रेन्ट शुल्क अलग से कब्जे से पूर्व देय होगा। आप द्वारा जमा की गयी धरोहर राशि रूपये 6,71,00,000/- को समायोजित करते हुए कुल बिड मूल्य की 10 प्रतिशत धनराशि की अवशेष राशि के विरुद्ध रूपये 50,00,000/- जमा करा दिये गये हैं। बिड मूल्य की 15 प्रतिशत धनराशि की शेष राशि रूपये 10,63,35,000/- पत्र जारी होने की तिथि से 7 दिन में बिना ब्याज के जमा करायी जानी है। उक्त 25 प्रतिशत धनराशि एवं लीज रेन्ट जमा कराये जाने के उपरान्त नियमानुसार अनुबन्ध विलेख कराकर भूखण्ड का कब्जा दिया जायेगा। अवशेष 75 प्रतिशत धनराशि का भुगतान विवरण अलग से प्रेषित किया जायेगा। शेष नियम व शर्तों ब्रोशर के अनुसार होगी।

भवदीय

अधिशाली अभियन्ता
(व्यवसायिक)



गान्धियाबाद विकास प्राधिकरण, गान्धियाबाद

दिनांक 27⁰ 706/10 का 8/10/06 को 5/10/06 03/2/06

अधिकार परिवर्तन प्रपत्र

योजना का नाम... श्रीदत्त 2005-1 ... श्रीदत्त 2005-1 ... श्रीदत्त 2005-1 ...

प्लॉट संख्या	प्लॉट की नाप	क्षेत्रफल वर्ग गज/वर्ग मीटर	विशेष विवरण
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श्रीदत्त 2005-1
16

उत्तर..... 204.35 m
दक्षिण..... 243.03 m
पूर्व..... 220.03 (102.09 + 117.94)
पश्चिम..... 220.34 (105.96 + 114.38)

मैंने उपरोक्त प्लॉट का अधिकार आज दिनांक 3.2.06 को 7:25 PM बजे मध्याह्न पूर्व/पश्चात प्राप्त कर लिया है। प्लॉट की पूर्ण पट्टे में दर्शायी गई/नाप मेरे सामने की गई है, जिससे मैं पूर्णतः संतुष्ट हूँ।

अधिकार दिया गया [Signature]
(अधिकार प्रदान कर्ता के हस्ताक्षर)
तथा पद DR

[Signature]
अधिकार प्राप्त किया
(अधिकार प्राप्त कर्ता के हस्ताक्षर)
नाम.....

गान्धियाबाद विकास प्राधिकरण की ओर से

दिनांक 3-2-06

नाम M/S S.C.I.P.L
पता Consortium
F-89 Green Park
दिनांक New Delhi

मेरे समक्ष अधिकार प्राप्त किया गया है [Signature]
SUNESH CHANDRA SWAIN, B. 202, GD Colony Mayapuri, Delhi

प्रतिलिपि सहायक अभियन्ता/संयुक्त सचिव प्राधिकरण, गान्धियाबाद को सूचनार्थ एवं कार्यवाही हेतु।

दिनांक..... अथर अभियन्ता।

सहायक अभियन्ता

**HAZIABAD DEVELOPMENT AUTHORITY
VIKAS PATH, GHAZIABAD**



**TERMS AND CONDITIONS FOR ALLOTMENT OF PLOT
NO. 16 FOR
INDRAPURAM HABITAT CENTRE IN
AHINSHA KHANDI, INDRAPURAM, GHAZIABAD
THROUGH OPEN AUCTION**

**PLACE : G.D.A. CONFERENCE HALL
DATE : 29.09.2005
TIME : 12.00 NOON**

COST Rs. 2000/-

A CENTER TO ENRICH THE SOCIAL FABRIC OF GHAZIABAD

Auction of Plot for Habitat Center

at Indirapuram Ahinsakhand-I

FEATURES

1. Develop an integrated physical environment for professionals and institutions to function, jointly in a coordinated manner.
2. Promote awareness, education, research, training and development of all habitat issues.
3. Create better urban / rural facilities related to the lifestyle of people.
4. Inculcate awareness and sensativity of creative human activity in habitat.
5. Document information related to habitat, human settlements and environmental issues.
6. Create conference center.
7. Set-up virtual reality and multiplex.
8. Comprehensive convention center with facilities for concurrent session.
9. State of the art audio visual equipment, computer controlled conference and simultaneous interpretation system in auditorium.
10. Finest dining and reception facilities.
11. Club House.
12. Cultural and entertainment facilities.
13. Car parking.
14. Internet, multimedia, videos and latest newspapers / periodicals / reference books - library.
15. Members' facilities - guest rooms, restaurants and bar, health spa, fitness center & swimming pool.
16. Commercial hub + mall for shops.
17. Art Gallery.
18. Offices.
19. Modern science Gallery.

Auction Date 29-09-2005	Time 12 noon	Place GDA Conference Hall
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BASIC DETAILS

Plot Area	Current Coverage	Plot Area	Plot Area	Plot Area	Plot Area	Plot Area	Plot Area	Plot Area
1000 sq. ft.	1000 sq. ft.	1000 sq. ft.	1000 sq. ft.	1000 sq. ft.	1000 sq. ft.	1000 sq. ft.	1000 sq. ft.	1000 sq. ft.

TERMS & CONDITIONS

The bidder shall be bound to get his bid accepted by the Authority. The Authority reserves the right to accept or reject any bid without any obligation to give any reason therefor. The Authority shall not be bound to accept or reject any bid without any obligation to give any reason therefor. The Authority shall not be bound to accept or reject any bid without any obligation to give any reason therefor.

GHAZIABAD DEVELOPMENT AUTHORITY
A BEAUTIFUL CITY... OUR COMMITMENT

GENERAL TERMS OF A PLOT NO AHINSHA

SCHEME Indira

GHAZIABAD

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GENERAL TERMS & CONDITIONS FOR ALLOTMENT OF A PLOT NO. 16, INDIRAPURAM HABITAT CENTRE, AHINSHA KHAND-I, INDIRAPURAM, GHAZIABAD THROUGH OPEN AUCTION

SCHEME :

Indirapuram Housing Scheme has been developed by Ghaziabad Development Authority on about 1280 acres of land, advantageously located on N.H. Bye-Pass about 12 Km. from Connaught Place, New Delhi. It is a fast developing scheme catering for residential units for various MIG, LIG, EWS categories including built up houses/flats and plots of various sizes, plus other commercial and community facilities.

2.0 THE CONCEPT:

During the last few years major housing projects are being developed in and around Delhi within the NCR towns. Often these housing complexes are set up in isolation at different locations depriving people of facilities which should have been developed along with housing.

Indirapuram Habitat Centre has been inspired and is proposed to be developed on the lines of India Habitat Centre. The objective of India Habitat Centre was to develop an integrated physical environment in which various professionals and institutions dealing with different facets of Habitat and Habitat related environmental issues could function, interact and attempt to resolve Habitat related problems in a coordinated manner. Indirapuram Habitat Centre would be developed with the objective of providing integrated facilities.

The USP of the project will be its unique concept of amalgamating multi disciplinary activities under one roof. The concept is unique and the facilities and facilities would be comparable to the international standards.

Another USP of the project would be the cost of facilities and would be offered by the center to the various age groups (the residents) located within the complex as well as the residents of nearby cities.

The site

The Indirapuram Habitat Centre proposed on a 18 hectares plot in de Ahinsha Khand-I, Indirapuram, Ghaziabad, opposite National Sector 52, NOIDA. Large numbers of reputed builders have already started their group housing schemes in the area.

The Facilities :

The Indirapuram Habitat Centre will have convention facilities, auditoriums, lecture halls, e-Library cum lounge, club house with dining and indoor recreational facilities. The Convention center will be a venue for a host of cultural activities and will have facilities like exhibition area, art gallery, Open Air Concert facility, Open Air Sculpture Garden, etc. Further, the complex will have a shopping mall with multiplex, integrated health and educational facilities, virtual reality, guest rooms, modern science gallery, etc., etc.

The Indirapuram Habitat Centre will have three major land uses.

Socio Cultural :

Convention facilities along with auditoriums, lecture halls, e-Library cum lounge, an Exhibition area, art gallery, Open Air concert facility, Open Air Sculpture Garden, integrated health and educational facilities.

Recreational :

Club house with dining, banquet and indoor recreational facilities, Swimming pool, health club with multi gym, guest rooms.

Commercial :

Shopping Mall and Multiplex.

The plots located on the NH-24 bye pass, bounded by the following developments:

Table-1: Site Details of the plot proposed for Indirapuram Habitat Centre (HO)

Bounded by	Direction	Details
240mtr. Wd. road G. H. 1st St.	West	1 Lane Road
300mtr. Wd. road S. Vin. Jyoti Park	North	1 Lane Divided Road
240mtr. Wd. road G. H. 2nd St.	East	1 Lane Road
300mtr. Wd. road G. H. 3rd St.	South	1 Lane Divided Road

The controls

- 1. Height
- 2. Density
- 3. Floor Space Index
- 4. Setback
- 5. Land Use
- 6. etc.

Other guidelines
 - 3000 sq. per
 - Socio-C
 - Conv
 - Air
 - sc

430

Other guidelines as per Building Regulations and Directions 2000 and Govt. orders issued.

Breakup percentage of various Land use distribution within the complex

Socio-Cultural 50% OF FAR

Convention facilities along with auditoriums, lecture halls, a library cum lounge, an Exhibition and gallery, Open Air Concert facility, Open-Air Sculpture Garden, Integrated health and educational facilities for young children, science gallery, virtual reality etc.

Recreational 30% OF FAR

Club house with dining, banquet and indoor recreational facilities, Swimming Pool, health club with sauna, gym, guest rooms etc.

Commercial 20% OF FAR

Shopping mall with multiplex

The above percentages are indicative and flexible and the builder/Developer will have the liberty to vary them up to maximum of 10%.

Adequate underground multi level parking provisions are to be made within the complex to cater to the future demand.

WHO CAN APPLY

Any person, firm, company or a registered co-operative society, construction having interest personally or jointly to enter into contract may participate in the auction.

In case of a firm, company or a registered co-operative society, the application form in case of PVT. Ltd. Company/Co-operative Society must be accompanied by the Board/Committee resolution authorizing the application to be made on behalf of the company/co-operative society. This should be attached with the application form.

The application form should be accompanied by the duly signed and stamped documents from the applicant, which should be submitted before the time of auction upto 12.00 noon on 29/09/2005. The application form should be submitted before the time of auction upto 12.00 noon on 29/09/2005.

The Facilities :
The Indrapuram Habitat Centre
with dining and in
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10 AUCTION:

4.1 An open Auction will be held for allotment of Indrapuram Habitat Centre plot in GDA Conference Hall at 12.00 noon on 29.09.2005.

The application form would be submitted at GDA Conference Hall upto 12.00 noon on 29.09.2005. Bidders are advised to inspect the site and understand the details of every kind before participating in the auction. Objection of any kind subsequent to the auction will not be entertained.

4.2 Incomplete or conditional applications shall be summarily rejected. Change in the name of the Auction purchaser will not be allowed under any circumstances.

4.3 As per eligibility criterion envisaged in Annexure 'A' application form along with the earnest money of Rs. 67 lacs in the form of Bankers Cheque or Bank draft in favour of Vice chairman, GDA, Ghaziabad would be submitted before the time of auction.

4.4 Highest bids offered shall be decided upon by the Vice Chairman, Ghaziabad Development Authority. The Vice Chairman, GDA may accept or reject any bid including the highest bid without assigning any reason and such decision in this behalf shall be conclusive and final and will not be questioned by any bidder.

4.5 10% of the Total Bid Amount must be deposited by highest bidder including earnest money at the time of fall of hammer. No extension of time shall be granted to deposit the amount in the event of non deposit of the amount. 50% of the earnest money shall be forfeited. Next 15% bid amount will be payable within 7 days of acceptance letter.

4.6 The allottee will have to execute the lease agreement and take over possession within 120 days from the date of allotment. In case of failure to execute the lease deed and take over possession within the stipulated period, the allotment will be cancelled and 10% of the total premium will be forfeited from the deposits made and balance, if any shall be returned to the allottee without any interest. However, in exceptional circumstances V.C. GDA may grant extension of time for execution of lease agreement and taking over possession and such extension if granted will be subject to the payment of extension charges @ Rs. 1000 per day upto 60 days or all 60 days and @ Rs. 3000 per day upto 90 days or all 90 days. Beyond 90 days, extension will not be granted under any circumstances. Provided that the possession shall be given after the lease agreement is registered provided further that the lease rent i.e. 10% of the premium amount offered will be paid before registration of the lease agreement.

4.7 The allottee will be required to submit the details of the project or the scheme, as well as site plan and time frame for completion of the Authority within four months to the date of allotment or a longer period as determined by which plans shall be sanctioned and decided by the Authority within 60 days thereafter.

- 499
18. The balance of 75% of the bid amount shall be payable in Eight half yearly instalments along with interest @ 12% p.a. compounded half yearly on outstanding premium. However, there will be moratorium of two years without interest during the construction period allowed.
 19. The Construction period for the completion of projects will be two years from the date of approval of maps.
 - 4.10. 25% bid amount and lease hold charges will be deposited before possession is given.
 - 4.10.1 A grace period of 29 days shall be permissible for payment but any delay, after the expiry of grace period shall be liable for payment of interest @ 15% per annum on the defaulted amount for the defaulted period. However, if due amount is not paid within a period of 3 months from the expiry of due date, the plot shall be cancelled and money deposited shall be refunded after deducting 10% of the bid amount.
 - 4.11. The payment schedule considering the date of map approval as the zero date will be issued by GDA.
 No extension for payment of instalment will be granted and if allottee fails to pay the instalment as within due dates allotment will be cancelled and amount equivalent to 10% premium forfeited to the Authority. However in exceptional circumstances extension for deposit of instalment interest will be granted only for discretion of the Vice Chairman, Ghaziabad Development Authority but it will be subject to payment of interest @ 15% p.a. compounded half yearly on defaulted amount for defaulted period.
 12. The lessee shall have to erect and complete the constructions in the complex within 2 years from the date of approval of plans strictly in accordance with terms and conditions of the approved plans and approved plans approved by GDA. The allottee will be bound to furnish habitat centre according to the approved plans within three years for which it is compulsory for purchaser to mortgage 25% and to obtain approval of Ghaziabad Development Authority. After that purchaser will get permission to mortgage the balance 75% from any Bank or Financial Institutions. After five years satisfactory rating of habitat centre 25% will be released to the allottee by GDA. In case of non-furnishing habitat centre satisfactory by purchaser GDA will take over the project and refund the purchaser and 10% of bid amount also will be forfeited by GDA. Failure to mortgage within stipulated time will be approved plans of the complex and obtain completion certificate from GDA within stipulated time period will result in termination of the lease and forfeiture of the premium equal to 10% of the bid amount. In such circumstances, the plot along with the structures standing thereon will be sold to the highest bidder and all encumbrances will not be removed within 3 months from the date of notice to vacate.
 13. The area of land announced by the GDA being only approximate, the allottees whose bids are accepted shall have to accept variation into 5% either way in the area of land. Consequently, commensurate changes may occur in the final permissible covered area for which the bid has been offered and accepted subject to cause of proportionate increase or decrease in the price of the land or payment of refund as the case may be. The

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cost of land would be calculated on the basis of bid price.

- 4.14 GDA will have no objection to allottee raising loans against the 75% of leased land for construction and development of the proposed complex, proportionate to the land for which all dues of the authority have been paid by the allottee.

5.0 TERMS AND CONDITIONS:

- 5.1 According to the proposed terms and conditions ground coverage will be 40% and FAR will be 1.5.
- 5.2 Uses will remain according to India Habitat Centre - socio cultural/community facility and will be 50% Recreational use 30% and Commercial Use 20%. It is also decided that upto 10% of area of use will be allowed.
- 5.3 Applicant firm should be sound both technically as well as financially and will submit all documents as per Annexure A and C with earnest money Rs. 571 lacs through Bank Draft Payable to the authority in favour of Vice Chairman GDA payable at Ghaziabad along with application form at the time of Auction.
- 5.4 Applicant should have minimum 10 years experience in construction out of which last 5 years experience should be of developers/builders. He should have constructed at least 6 lakh sq. ft. in urban planned construction. Out of them one building should have at least 1 lakh sq. ft. covered area.
- 5.5 Annual turnover of last three years of the applicant company should be Rs. 25 crores per annum to show the strong financial position of the company. Verification should be done by the certificate issued by Income Tax Department for the last three years and balance sheet.
- 5.6 Net worth of applicant should be at least Rs. 8.09 crore.
- 5.7 Two years moratorium period free of interest will be granted to the applicant in the payment of land cost. Four years time will be granted in paying the instalment. In case of default, the rate of interest will be fixed according to the rule.
- 5.8 Land will be given on 99 years lease. 10% of total bid amount will be charged as lease rent at the time of lease agreement. If the applicant company use the land according to the conditions mentioned in the lease deed, GDA will grant free no. of rights after the center has been constructed and full amount paid and the center has to be essentially or 5 years after completion of construction. Free hold charge applicable at commercial rate according to city rules and regulations.
- 5.9 Final approval of the architectural plan will be given by GDA Board.

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COST OF STAMP DUTIES:

The cost and expenses of preparation stamp and registering the lease deed/sale deed and its copies and all other incidental expenses shall be paid by the allottee. The allottee shall also pay all rates and taxes imposed on immovable property levied by the municipal corporation or any other duty or charges as may be levied by any other authority.

CANCELLATION/SURRENDER:

Before expiry of the specified period of 6 months from the date of allotment, the lessee/allottee may apply for the surrender of the plot to GDA, and the V.C. in his discretion may permit the same. In case surrender has been permitted to the allottee/lessee, 10% of the total premium of the plot together with interest paid payable will be forfeited to the Authority and the balance amount shall be refunded to the lessee without any interest on the condition that the plot is handed back to the Authority in the same condition as was on the date of taking over possession. The allottee/lessee will forfeit all rights over the plot on acceptance on his application for surrender and possession of the plot has been taken over by the Authority.

7.2 If it is discovered that the lease of the plot has been obtained by suppression of any fact or mis-statement or mis-representation or fraud or if there is any breach of the conditions of the lease or if the lessee does not abide by the terms and conditions of the building rules and regulation or violate any of the terms of the lease deed, the lease may be cancelled by the lessor, the possession of the demised premises thereon shall be taken over by the lessor from the lessee. In such event, the lessee shall be entitled to any compensation whatsoever or to refund of any premium or any other amount paid.

7.3 If due to any FORCE MAJEURE or circumstances beyond Authority's control, the allottee is unable to take allotment or take possession of allotted plot, the entire amount of money on the deposits will be refunded with interest @ 6% per annum if delay in refund is more than three months.

ISCELLANEOUS:

The Vice Chairman, GDA/Urban Development Authority will be the final authority for the interpretation of the allotment lease/sale deed in the building rules or

The lessee and his successor and transferor shall be bound by the provisions of the Urban Development Act and all the rules and regulations and regulations in force from time to time.

The Vice Chairman, GDA reserves the right to make such amendments in the lease terms and conditions as may be considered fit and desirable.

In case of any disputes, the interpretation of any word or term and condition of the lease deed shall be final and binding on the allottee.

8.5 Ghaziabad courts will have exclusive jurisdiction for adjudication of disputes on any application received from outside Ghaziabad.

8.6 The Authority reserves the right to all mines, minerals, coals, washing goods, earth oils, quarries in over or under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoy the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon, provided always that the Authority shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of such rights. To decide the amount of reasonable compensation the decision of the Vice Chairman, GDA will be final and binding on the allottee/lessee.

9.0 CONSEQUENCES OF BREACH OF TERMS AND CONDITIONS

If the allottee fails to deposit the due money within the given or such extended time period as is allowed by the Vice Chairman, GDA or his duly authorized representative or commits any breach of the terms and conditions as laid down in this brochure/allotment letter/lease deed, the allotment/lease shall be liable to be cancelled/determined and 10% of total premium together with interest or any other charges paid/payable shall be forfeited in favour of the authority. Possession of the plot with structures exists. Thereon shall be resumed in favour of the authority and the lessee shall not be entitled to claim any compensation for the same.

VICE CHAIRMAN
GHAZIABAD DEVELOPMENT AUTHORITY
GHAZIABAD

SIGNATURE
NAME OF LESSEE

ADDRESS

DATE

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ANNEXURE-A

ELIGIBILITY CRITERIA AND OTHER TERMS FOR APPLICANTS

Net worth of the individual / company / society of value not less than Rs. 8.83 Crores and Turnover of the applicants not less than Rs. 25 Crores per annum for last three years. Proof of the same vide Audited Balance Sheet should be submitted at the time of Auction.

Been in construction work for 10 years, with 5 lac sq ft built up area in multi-story building in last 5 years with at least 1 building of 1 lac sq ft.

The applicant is advised to have experience of tie-up for clubs, hotels, entertainment, recreation, conference facilities etc., although this is not a compulsory condition to bid in the auction.

Anticipated/proposed financial/corporate support of the project.

And as per Annexure B of the terms and conditions of the project.

Proforma of notarized affidavit with photo to be submitted along with the application at the time of Auctio form and technical bid. Before the vice chairman, Ghaziabad Development Authority, Ghaziabad

Affidavit of Aged about years S/o. Shri R/o Director/Managing Director or Authorized Signatory of (Name of the applicant with full address is as follows:.....)

I the above names deponent do hereby solemnly affirm and state:

1. That the above named deponent is the authorized signatory of the and is competent and Authorised to file the affidavit on behalf of the aforesaid applicant.
2. That the aforesaid is not blacklisted till date by any firm, company, local authority or any Government department whatsoever.
3. That no proceedings under Economic Offenses Act or Criminal Act, Monopolies Restricted Trade Practice or in any Consumer Dispute Redressal Forum or Commission are pending against the aforesaid
4. That no any criminal proceedings in particular under section 76B or 420 or 405 or 409 or 317 IPC or under the provisions of U.P. Urban Planning and Development Act, 1978 are pending in any Criminal Court against the aforesaid Or any of its director or official forming part of the Management.
5. That the aforesaid does hereby assure and undertake that it will strictly perform the obligations and shall not approach any court in the event of any dispute which will be referred to the Vice Chairman or his nominee for adjudication and the decision of the Vice Chairman or his nominee in the case may be.
6. That the shall not transfer its rights and obligations to any other person and will perform the venture itself.

DEPONENT

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Application Form No.

ANNEXURE-C

SHAZIABAD

DEVELOPMENT

AUTHORITY

APPLICATION FORM FOR ALLOTMENT OF INDIRAPURAM HABITAT CENTRE PLOT THROUGH OPEN AUCTION

A. PARTICULARS OF THE BIDDER

- 1. Name of the Applicant (in block letter)
- 2. Father/Husband's Name
- 3. Whether Auction is participated for self or company or society or firm or trust or consortium.
 - 3A. If Auction is participated for company or society or firm or trust or consortium the status of person of that company or society or firm or trust or consortium and authorization letter should be produced
 - 3B. If the Auction for company, society, firm or trust its registration letter should also be produced
- 4. FDI ADDRESS:
 - (i) Permanent
 - (ii) Correspondence
- 5. FAX No.

Paste a pass port size photo attested by Gazetted Officer or Public Notary

NATURE OF PLOT

Indrapuram Habitat Centre Plot No. 15 Abanindranagar

DETAILS OF DEPOSIT

No.	DD No.	DD Dt.	Name of Bank	Amount

Signature of the Bidder



राजियाबाद विकास प्राधिकरण

विकास पथ, गजियाबाद

दिनांक : 06/6/13

पत्र सं. : S.22/व्य.अनु./12-13

मै० एस. सी. आई. पी. एल. कन्सोर्शियम,
702-704, डी मॉल, नेताजी सुभाष पैलेस,
भीतमपुरा, नई दिल्ली-110034.

विषय : मै० एस. सी. आई. पी. एल. कन्सोर्शियम, द्वारा प्रस्तुत गया चैटर्न अनुमति किये जाने के सम्बन्ध में।

विषय : मै० एस. सी. आई. पी. एल. कन्सोर्शियम, द्वारा प्रस्तुत गया चैटर्न अनुमति किये जाने के सम्बन्ध में।

संयुक्त विषयक आपके पत्र दिनांक 11.03.2013 के सम्बन्ध में अवगत कराना है।

कि सपाध्यक्ष महोदय द्वारा प्रदत्त स्वीकृति दिनांक 05.06.2013 के 'कम में आपके अनुरोध पत्र दिनांक 11.03.2013 में दर्शाया गया निम्नानुसार न्यू चैटर्न लागू किये जाने में पूरक कन्सोर्शियम अनुमति निष्पादित कराये जाने की शर्त पर प्राधिकरण को कोई आपत्ति नहीं है:-

NEW PATTERN

S.No.	Name of the Members	Percentage
1	Indrapuram Habitat Centre Pvt. Ltd.	52.484 %
2	AEZ Infrotech Pvt. Ltd.	6.886 %
3	Alluvion Buildcon Pvt. Ltd	10.000 %
4	Alan Buildcon Pvt. Ltd.	11.000 %
5	Emtex Fabtrade Pvt. Ltd.	0.630 %
6	Madhuvan Tie Up Pvt. Ltd.	19.000 %
	Total	100.000 %

कृपया उपरोक्त अनापत्ति न्यू चैटर्न के अनुसार पूरक कन्सोर्शियम अनुमति निष्पादित कराकर इसकी एक प्रति अधोहस्ताक्षरी को प्रेषित करने का कष्ट करें।

ALAN BUILDCON PVT. LTD.

Authorized Signatory ALAN BUILDCON PVT. LTD.

Authorized Signatory

Indrapuram Habitat Centre Pvt. Ltd

Authorized Signatory

For Madhuvan Tieup Pvt.Ltd

Auth. Signatory

भवदीय,

(सुबोध वर्मा)

संयुक्त सचिव (व्यव.)