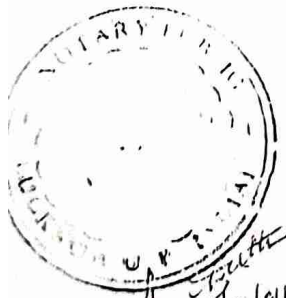


5 July 1996



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THIS SUPPLEMENTARY AGREEMENT is entered into between **M/s Vijay Gopal HUF** through its Karta, **Sri Vijay Gopal**, son of late **Sri Ram Gopal**, resident of 23/13, Gokhlay Marg, Lucknow (herein-after referred to as 'the First Party' or 'the Owner', which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include its successors, transferees and assignees including heirs, legal representatives, administrators and assigns of the Co. members/ Members of the said HUF) of the one part and **Sri Sumer Agarwal**, Proprietor **"Virath Ram Sagar Market"**, resident of 109/7C, Model Houses, Lucknow (herein-after referred to as 'the Second Party' or 'the

Developer', which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include heirs and legal representatives of Sri Sumer Agarwal) of the other part.

WHEREAS, the First Party is the owner in possession of freehold plot of land bearing Khasra plot No. 569 measuring 12 Biswas, 10 Biswansi, Khasra plot No. 572 measuring 12 Biswas and Khasra plot No. 578 measuring 15 Biswas, total 2 Bighas 9 Biswas and 10 Biswansis (about 67,580 square feet) in village Ghazipur Saedunnisa, Pargana, Tehsil and District Lucknow (now Post Office Ram Sagar Misra Nagar, also known as Indira Nagar, Faizabad Road, Lucknow), morefully described in Schedule to this Agreement; and

WHEREAS, in a portion of the said premises, the First Party was having a Cold Storage known as "Gopal Cold Storage" and in the other portion of the said premises, there is a show-room of "Gopal Auto Enterprises, and a Workshop behind it ; and

WHEREAS, since in the business of Cold Storage, the First Party was suffering recurring losses, the First Party closed the cold storage business in the year 1986; and

WHEREAS, the First Party was interested in having a multi-storeyed Complex on a portion of the said premises marked by letters A B C D E F A to be known as Plot No. 'A' measuring 56,550 square feet and shown by blue colour in the plan annexed to this Agreement which portion of the said premises is hereinafter referred to as "the demised premises" is the subject matter of this Agreement, the remaining portion of the demised premises marked by letters D E F C D measuring 10,830 square feet, shown by red colour is retained by the First Party for its own purposes; and

WHEREAS, the Second Party, who is actively engaged in the construction of multi-storeyed Commercial/Residential building and have several projects in hand, approached the First Party for the development and the exploitation of the demised premises of the First Party; and

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WHEREAS, a Memorandum of Understanding was reduced to writing between the parties on 17th April, 1996, which is duly registered in the office of the Sub Registrar, Lucknow on 28.6.1996; and

WHEREAS, since now the parties have settled their detailed terms with regard to the said Project, they have considered it proper to reduce the terms of their Agreement into writing by way of this Supplementary Agreement.

NOW THIS AGREEMENT WITNESSETH as under :-

- (1) That this Agreement is in furtherance and in continuation of the Memorandum of Understanding dated 17th April, 1996 registered on 28.6.1996 in the office of Sub Registrar, Lucknow, entered into between the parties and sharing for the construction/of the building to be constructed over the portion of plots No. 569, 575 and 578 situated at village Ghazipur Saeedunnisa, Faizabad Road, Lucknow, to be known as Plot No. 'A' marked by letters A B C D E F A and shown by blue colour in the annexed plan, measuring about 56,550

square feet (hereinafter referred to as "the demised premises"). Further, the portion marked by letters E F I H and shown by yellow colour in the annexed plan would be 20 feet wide common passage, which would remain open for the use of the First Party for its show-room and Workshop etc.

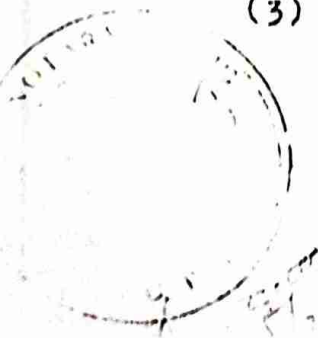
(2) That according to the First Party, he is the Owner in possession of the Demised Premises, however, U.P. Avas Evam Vikas Parishad claims that only about half of the area of the said land has been acquired in the Indira Nagar Acquisition Scheme and as such, this Agreement shall be confined to that part of plot 'A', which is ultimately held to be not acquired in the said Scheme.

(3) That the First Party hereby further declares and assures that there is no surplus vacant land in the said premises and it further informs the Second Party that vide judgement dated 6.11.1989, passed by Sri I.S. Mathur, the then

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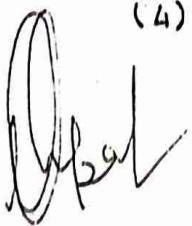
commercially exploit the said premises in any manner by constructing thereon commercial/ residential multi-storeyed building.

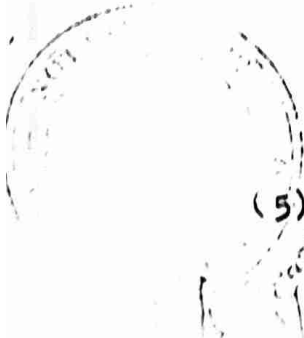
- (6) That plan for the sanction of multi-storeyed Complex has already been submitted to the U.P. Avas Evam Vikas Parishad and in fact, U.P. Avas Evam Vikas Parishad have granted sanction for the construction of building on a portion of the said plot No. A. However, sanction in respect of remaining portion of the said plot have yet not been granted by the Parishad.
- (7) That it is agreed that the Second Party shall pursue and get sanctioned the plan from the Parishad in respect of remaining portion of the said plot No. A out of his own expenses for which the Second Party shall be entitled to submit such other plan/plans to the Parishad as deemed fit and proper to the Appropriate Authority for sanction/permission.
- (8) That the First Party hereby authorise the Second Party that if during the course of construction

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U.P. Avas Evam Vikas Parishad
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District Judge, Lucknow (His Lordship Hon'ble Mr. Justice I.S. Mathur) in M.C.A. No. 210 of 1988 (Vijay Gopal Versus State of U.P. & Others) while allowing the appeal of the First Party, it was held that there was no surplus vacant land in the said premises with the First Party. The First Party further assures that to its knowledge and information no Writ, Revision or Review etc. has been filed by the State against the said judgement dated 6th November, 1989, passed by the District Judge, Lucknow in M.C.A. No. 210 of 1988 and that the said judgement has become final.


(4) That the name of the proposed Complex shall be ~~GOPAL TIRATH PLAZA~~ or as may be mutually agreed between the First Party and the Second Party. None of the parties unilaterally or any of the prospective bueyrs shall have any right to change the name of the said Complex.


(5) That the First Party hereby grants, exclusive right to the Second Party to build upon and to

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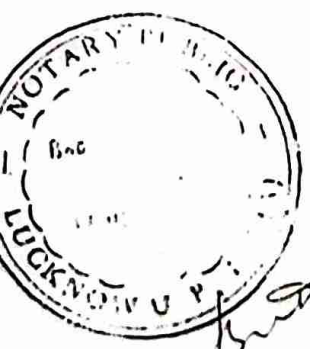
of the proposed Complex any alteration, changes, deviations etc. from the sanctioned plan become necessary, desirable or convenient, the same may be carried out by the Second Party provided all charges, compounding fee or penalty shall be borne by the Second Party. However, it is agreed that the Second Party shall make lower ground, upper ground and a minimum of three floors subject to sanction by the Competent Authority in respect of Block No. 1 facing Faizabad Road while in all other blocks the Second Party shall construct minimum of ground and three floors with maximum coverage. It is further agreed that if the rules will permit and the parties would mutually consider that it is beneficial to construct further floors over the roof of the Third Floor, the Second Party shall construct further floors, which would be shared between the parties in the same proportion in which that particular Block has been agreed to be shared between them. It is further agreed that the Second Party shall lay the plinth of all the Blocks of such strength, which may bear the load of a

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minimum of six floors. Further, the Second Party shall get prepared and submit building plan of a minimum of six floors exclusive of basement for sanction to the Competent Authority. It is further agreed that in case construction above the roof of the third floor would be permissible but the Second Party may not be interested in constructing over the roof of the third floor or the ultimate floor of the building, in such contingency after 60 days notice in writing, the First Party to the Second Party, the First Party shall have right to raise construction over the ultimate roof of the Building to the extent of the floors, which may be permitted by the Competent Authority, for which the First Party shall have right to take any partner or Builder(s) etc. and the Second Party shall have no right to raise any objection or obstruction for such additional floors by the First Party and will render all possible help to First Party in raising such constructions.



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S. A. J. S. M. S.

(9) That the Second Party acting on behalf of and as Attorney of the First Party shall from time to

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time submit all further plans and/or applications and other documents and papers and do all further acts, deeds, matters and things as may be required to obtain permission for the development of the premises for the construction of multi-storeyed building thereon and to obtain clearance of the building plans for the building from the Appropriate Authority/Government and/or any of the Authorities contemplated in the rules or otherwise relevant for the purpose and/or otherwise to obtain all such clearances, sanctions, permission and/or authorities as shall be necessary for the construction of the building on the said premises expeditiously

(10) That it shall be the sole responsibility and liability of the Second Party to apply for and obtain all required permissions/sanctions of the plans and approval for connections of the sewage, electric power and water for the constructions to be made on Plot 'A' for the constructions of the Complex from the Government and all concerned authorities and departments and such further permissions, which may be required from time to

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agreement for the development of the demised premises. The First Party has further assured that there are no Income-tax dues on the First Party and that if required, it shall obtain and produce "No Dues Certificate" from the Income-tax Authorities. It is further agreed that if required, the First Party shall produce the Income-tax Clearance under Section 230-A of the Income-Tax Act, 1961, at its own cost and expenses. However, it is agreed that the sanction of the Urban Land (Ceiling & Regulation) Act, 1976 (if required) for the redevelopment of the demised premises and clearance under Section 269 U.C. of the Income-tax Act, 1961, shall be obtained by the Second Party for which all expenses shall be borne by the Second Party. However, it is further agreed that the First Party shall render all possible help and assistance; such as signing all applications, affidavits, etc. for the purposes of obtaining sanction of the Urban Land (Ceiling & Regulation) Act, 1976 and clearance under Section 269 U.C. of the Income-Tax Act, 1961.

time under any law, rule or regulation for the time being in force and as may be in force at its own cost and expenses.

(11) That all applications, plans and other papers and documents referred to hereinabove shall be submitted by or in the name of the First Party but otherwise at the cost and expenses in all respect of the Second Party. Second Party shall pay and bear all submissions and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the said multi-storeyed Complex on the demised premises.

(12) That the First Party has assured and satisfied the Second Party that in view of the orders dated 6.11.1989, passed by Sri I.S. Mathur, the then District Judge, Lucknow in M.C.A. No. 210 of 1988 (Vijay Gopal Versus State of U.P. & Others), there is no surplus vacant land in the demised premises with the First Party and that there is no impediment under the Urban Land (Ceiling & Regulation) Act, 1976 for entering into this

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(13) That in order to secure the interest of the First Party for due performance of the obligation of the Second Party for the construction of Complex and handing over the First Party's share in the proposed Complex in terms of this Agreement said M.O.U. dated 17th April, 1996, registered on 28.6.1996 in the office of Sub Registrar, Lucknow, the Second Party has agreed to pay a sum of Rs. 4,00,000/- (Rs. four lacs only) as interest-free security, which amount would be refundable by the First Party to the Second Party within one month of the delivery of the complete possession of the constructed portion of the share of the First Party in the proposed Complex. However, in case the First Party shall fail to return the security amount despite delivery of the possession of the First Party's share in the proposed Project, in such contingency the Second Party shall have right to recover the same together with interest at the rate of 24 per month from the First Party. Till the repayment of the Security amount, the First Party shall not sell atleast one flat on the top floor of the proposed Complex.

- (14) That on sanction of the construction plans for Plot 'A' the First Party's share (First Party's allocation) shall be marked on two sets of such plans and each party shall sign the same and one such set of plans shall be retained by each party.
- (15) That the malwa of the existing building shall belong to the First Party and the First Party shall demolish/remove the constructions, fittings, fixtures, etc. standing on Plot 'A' at its own expenses within a period of two months of the intimation by the Second Party to the First Party after the sanction of the plan of the proposed Complex.
- (16) That it has been agreed that the Second Party shall construct such members of separate and independent blocks as may be permissible and be considered proper by the parties and in consideration of the First Party having agreed to grant exclusive right to the Second Party to exploit the demised premises in the manner specified here and in M.O.U. dated 17th April, 1996 and registered on 28.6.1996 in the office of Sub Registrar, Lucknow and the Second Party having agreed to the same, shall be entitled to retain 60% of the total saleable space of commercial front ~~back~~ Block facing Faizabad Road and 65% in respect of the other residential Blocks (hereinafter referred to as "the Second Party's allocation) and the First Party shall be entitled to 40% of the built-up area on vertical division basis in the First Block facing Faizabad Road

sanction of the plan for the proposed Complex by the Appropriate Authority or from the date of allowing access to the Second Party for the purposes of the development activity by the First Party to the Second Party, whichever is later. The said amount of compensation shall neither be refundable nor adjustable in any account and it will be in addition to the built-up area of the agreed share of the First Party in the proposed Complex. However, in case the construction of First Party's share of the Complex is not completed within the stipulated and extended period of six months, the First Party shall have right to get the construction of his share in the proposed Complex completed out of the security amount deposited by the Second Party; in case additional amount is spent in the completion of the First Party's share, the same will be recoverable from the Second Party, which amount the First Party may recover from the Second Party's share in the proposed building and/or from the person and property of the Second Party. Further, in case of default in payment of compensation of Rs. 10,000/- (Rs. ten thousand only) per month for the extended period of six months, the First Party shall have right to recover and realise the same alongwith the 2% interest per month thereon from the Second Party. However, it is agreed that in case despite fulfilling the obligations by the First Party and allowing the Second Party access to the demised premises for the constructions to be made thereon, to the Second Party and if the Second Party fails to commence construction activity of the proposed multi-storeyed

and 35% in the remaining Blocks (hereinafter referred to as 'the First Party's allocation). Irrespective of what has been stated above, it is agreed that in Commercial Blocks, portions, the share of the Owners/Promoter i.e. First and Second Party shall be 40% of the built-up area while in residential Blocks/portions the ratio shall be 35% to 65% whether front or other portion. The said ratio shall also apply to parking, open space and roof etc.

- (17) That it is further agreed that after getting the plan sanctioned, the Second Party shall complete the proposed Complex within a period of three years from the date of sanction of the plan or from the date of allowing access to the Second Party for the purposes of the development activity on demised premises by the First Party to the Second Party, whichever is later and will handover the vacant and peaceful Group Housing Complex portion of the First Party in good and proper condition within the said period of three years. However, the Second Party shall be entitled for an extension of six months period for the delivery of vacant and peaceful possession of the First Party's share in the proposed Complex on payment of Rs. 10,000/- (Rs. ten thousand only) per month as compensation for the extended period which compensation shall be payable to the First Party by 7th of each month, after the expiry of three years period from the date of




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Complex on the said Plot 'A' within a period of three months from the date of sanction of plan or from the date of allowing access to the Second Party to the demised premises by the First Party, whichever is later, the First Party shall have right to cancel this Agreement, which will be subject to the arbitration clause provided in the said Agreement by giving 30 days notice in writing.

(18) That the Second Party shall install and provide in the building at its own costs fire-fighting equipment, lifts, if required, tube-wells, water reservoir, internal electric connection and other facilities and amenities as are normally contained/required in a multi-storeyed building in the area. However, External Electricity charges and cost of transformer, if any, shall be shared proportionately by the parties in proportion of their share.

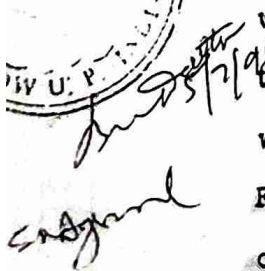
(19) That it is further agreed that the completion of Complex would mean :-

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- (i) Completion of the entire R.C.C. structural and brick work;
 - (ii) Plastering, flooring and colouring of the building;
 - (iii) All wooden works (doors, windows, frames, including its polishing and painting);
 - (iv) All internal electrical wiring;
 - (v) All sanitary work;
 - (vi) Installation of lift, if required;
 - (vii) Water arrangement;
 - (viii) Stair-case.
 - (ix) Parking facility;

(20) That the First Party shall be entitled to transfer or dispose of the First Party's allocation in the building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, enter into arrangements for sale and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Second Party and the Second Party or any person(s) lawfully claiming through him shall not in any way interfere with or disturb the quiet and peaceful possession of the First Party's allocation or any person or persons claiming through or the nominee(s) of the First Party. However, it is made clear that unless and untill the possession of the share/portion of the First Party is delivered by the Second Party to the First Party completes in all respect in the proposed Complex, the Second Party shall neither part with possession of whole of any part of the Second Party's allocation/share and nor shall execute any Deed of Sale/Lease/or any other Deed of Transfer in respect of his share/allocation/portion in the proposed Complex.

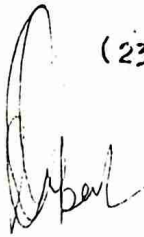



(21) That the Second Party shall be exclusively entitled to the Second Party's allocation in the said building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, enter into Agreement for sale and transfer the same without any right, claim, demand or interest whatsoever or howsoever of the First Party and the First Party or any of them or any person or persons claiming through them shall not in any way interfere



with or disturb the quiet and peaceful possession of the Second Party's allocation or any person or persons claiming through or the nominee(s) of the Second Party. However, till such time the First Party's allocation is completed and its possession is handed over to the First Party, the Second Party shall neither part with possession nor shall execute Sale-Deed in respect of any part of his allocation.

(22) That all rates, taxes, charges, whatsoever on the said share of the Complex of the First Party shall be the responsibility of the First Party and/or the First Party's allottee(s); and all rates, taxes, charges on the share of the Second Party shall be Second Party's and/or Second Party's allottee(s)'s responsibility. The responsibility of the First Party as above, will be from the date of handing over possession of the First Party's share by the Second Party to the First Party.


(23) That from the date of possession of the Owner's share to the Owner, the Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Second Party the proportionate share in terms and on the same basis the service charges for the common facilities in the building payable with respect to the First Party's allocation. The said charges shall include water, fire and scavenging charges and taxes, light, sanitation and lift maintenance and management of the common facilities,


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renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipments, stair-ways, corridors, halls, passage, walls, lifts, shafts, garden, parkways and other common facilities whatsoever including creation of a sinking funds. Similarly, as and from the said date the Second Party shall also be responsible to pay and bear and shall forthwith pay the proportionate share in terms on the same basis, the service charges for the common facilities in the building payable with respect to the Second Party's allocation, said charges to include all outgoings including creation of a sinking fund, as enumerated hereinabove.

(24) That should any of the parties or person(s) responsible for payment of any amount in respect of the said rates or service charges for the common facilities fail to pay any such amount within 16 days of the demand in this behalf, such parties or person(s) responsible shall be liable to pay interest on the amount outstanding at the rate as charges to all residents per annum for the amount from the last due date of payment unto the date of actual payment.

(25) That the Owner and the Promoter undertake to execute all documents, agreements or assurances that may be necessary to be given and vouchsafed to the other/her/his/its allottee(s) of the floor space/portion of the proposed

commercial Building at the cost and expense of the other, her/its allottee(s).

(26) That both the Owner and the Promoter shall maintain their respective portions of the proposed Commercial Complex in good and subsisting condition and neither of them shall demolish or permit the demolition of all or any part thereof without the written consent of the other.

(27) That the Owner or the Promoter or any of their transferees shall not use or permit the use of their respective allocation in the said building or any portion thereof for a carrying on any obnoxious, illegal and immoral trade or activity, nor use or allow the use thereof for any purpose, which may create a nuisance or hazard to the other occupier(s) of the said building.

(28) That the Owner and the Promoter and any of their transferees shall keep the interior and walls, sewer, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in their respective allocation in the Complex in good working condition and repair and in particular so as not to cause any damage to the building or any space or accommodation therein and shall keep the Owner or the Promoter and the other occupiers of the Complex as the case may be indemnified from and against the consequences of any breach.

(29) That no goods or other items shall be kept by the Owner or the Promoter or any of their transferee(s)

workmen and others at all reasonable times to enter into and upon their respective allocation and every part thereof for the purposes of maintaining or repairing any part of the building and /or for the purposes of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purpose.

(33) That the Second Party shall at its own expense construct the building on the said premises in accordance with the building plan sanctioned without any hindrance or obstruction from the First Party or any person(s) claiming through it. The type of construction specification of materials to be used and the detailed design of the building shall be of Class-I standard building.

(34) That the Second Party shall be authorised in the name of the First Party in so far as necessary to apply for and obtain quota entitlements and other allocations of or for cement, steel, bricks and other materials allocable to the First Party for the constructions of the building and similarly to apply for and obtain temporary and/or permanent connections of water, electricity, power and/or gas to the building and other inputs and facilities for the construction or enjoyment of the building.

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for display or otherwise in the corridors or other places of common use in the building and in case any such hindrance is caused, the Owner or the Promoter of the Management/Society/Association/Holding Organisation shall be entitled to remove the same at the risk and cost of the person, who keeps such goods or creates such hindrance.

(30) That the Owner or the Promoter or any of their transferees shall not allow or throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulate in or about the building or in the compounds, corridors or any other portion or portions of the said Complex.

(31) That the Owner or the Promoter or any of their transferees shall permit the Promoter or Management /Society/Association/Holding Organization or its ~~i~~ servants and agents with or without workmen and others at all reasonable times to enter into and upon their respective allocations in the said Complex and any part thereof to view and examine the state and condition thereof and the Owner or the Promoter, or any of their transferees, as the case may be shall rectify immediately upon the receipt of such notice all such defect of which notice in writing shall be given by the Promoter or the Management /Society/Association/Holding Organization.

(32) That the Owner or the Promoter or any of their transferees shall permit the Owner or the Management/Society/Association/Holding Organization and its servants and agents with or without

- (35) That the Second Party shall bear the expenses to be incurred on the advertisement etc. for the promotion and sale of the proposed building.
- (36) That the Second Party assures and undertakes to keep the First Party indemnified against all third party's claim and actions ~~ar~~ arising out of any sort of act or omission of the Second Party in or relating to the construction(s) of the proposed Complex.
- (37) That all persons, workers and labourers employed or engaged by the Second Party in the development and construction of the said plot No. 'A', shall be entirely under the control and supervision of the Second Party and shall always and at all times and for all purposes be deemed to be the employees of the Second Party and the First Party shall have no liability or concern with them. All demands of the employees/workers/labourers of the Second Party shall be met by the Second Party. Likewise, the Second Party alone shall be responsible for all or any compensation or damages on account of accident either to any employee/worker/labourer of the Second Party shall under no circumstances be deemed to be the employer of the employees/workers/labourers of the Second Party or any other party/parties working on plot No. 'A'. It is also clearly understood by and between the parties that the Second Party shall keep the First Party fully indemnified and harmless in any mishap or accident or against any claim

or demand by any employee/worker/labour engaged or employed by the Second Party in the development and construction activity on Plot 'A' by any contractor/petty contractor/or any other aggrieved party.

- (38) That in the M.O.U. reduced to writing between the parties on 17th April, 1996 and registered on 8.6.1996 in the office of Sub Registrar, Lucknow, it was agreed that either the parties would agree for sale of the proportionate share/portion of the plot ~~of~~ to the Second Party or for sharing of proportionate built-up area in the proposed Complex. Finally, it was agreed between the parties for sharing of the proportionate built-up area in the proposed Complex and as such the option given to the Second Party for the purchase of land under the said M.O.U. (in particular in Clauses 5 and 6 of the M.O.U.) is no more open to the Second Party and the Second Party is not entitled to transact in respect of the said land. However, it would be open to the Second Party to enter into agreement/contract in respect of his allocation/share in the proposed Complex and all agreements, contracts and sale etc., which may be entered into by the Second Party with regard to the constructions of the said proposed Complex shall always be attorned by the First Party and shall always be binding on the First Party provided that the First Party shall never be deemed to attorn any financial or other liability imposed by such Agreement/Contract the responsibility of the payment of which may be fastened on the First Party.

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(39) That the parties to this Agreement shall abide by law rules and regulations of the Government, Local Bodies/Authorities, etc.

(40) That it is hereby agreed that both the parties shall directly meet the requirements of Income-tax, Wealth-tax, Capital Gains tax and other statutory liabilities as applicable to them in respect of their respective shares in the said Complex.

(41) That the First Party or the Second Party, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure with a view that obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible compulsion or coercion recognised as irresistible and shall include flood, earth-quake, riots, abnormal storm, tempest, civil commotion, statewide strike and any other act beyond the reasonable control of the party so affected thereby but shall not include normal bad weather or processions, civil commotions, etc. which are normal to the city of Lucknow.

(42) That the Second Party shall in consultation with the First Party be entitled to frame Scheme for Management and Administration of the said building and/or common parts thereof. The parties hereto

ag agree to abide by all such rules and regulations approved by them of such management/Society/ Association/Holding Organization and hereby give their consent to abide by the same.

(43) That the Second Party shall have right to nominate/assign his right under this Agreement in favour of a Private Limited Company or the Partnership, which may be formed by him at any later stage. However, such private Limited Company or the Partnership shall comprise of only family members of the Second Party; namely his wife and children as shareholder of the Company or the partners of the firm as the case may be in which major percentage of share shall be of Sri Sumer Agarwal.

(44) That the amendments, if any, to this Agreement may be carried out by Supplementary unregistered Agreement by exchange of letters between the parties, which shall be deemed to be part of this Agreement.

(45) That the stamp duty, registration charges and other charges on this Indenture have been borne by the Second Party.

(46) That all the Agreements, Contracts and Sale etc. which may be entered into by the Second Party with regard to their (Second Party's) allocation in the proposed constructions shall always be attorned by the First Party and shall

always be binding on the First Party provided that the First Party shall never be deemed to atorn any financial, personal or other liability imposed by such agreement/contract, the responsibility of the payment etc. of which may be fastened on the First Party.

(47) That all notices, letters shall be delivered by hand delivery or be sent through Registered Acknowledgement Due Post addressed to each party at the addresses first above given or at such duly notified changed address and the same shall be deemed to have been received only after the receipt of the Acknowledgement duly signed by the Receiver.

(48) That in case of breach of the terms of this Agreement by the Second Party, the First Party shall have right to cancel this Agreement, which will be subject to the Arbitration Clause provided in this Agreement.

(49) That in case any dispute or difference arises between the parties as to the interpretation or operation or effect of any clause (s) of this ~~Agreement~~ ^{Agreement} or regarding the rights or liabilities of either part under this Agreement including the implementation of Project, its sharing matters incidental thereto shall be referred to the sole Arbitration of Sri N. K. Seth, ^{Son of} ~~Son of~~ Sri K. K. Seth, Resident of 1-2, Kaishubagh ~~Delhi~~ whose Award shall be final and binding between the

parties. Any party to the Agreement shall have right to make reference of dispute whether jointly or severally. The venue of the arbitration proceedings shall be at Lucknow subject to the Arbitration Clause, the courts at Lucknow alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this Agreement.

(50) That the courts at Lucknow alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this Agreement.

(51) That all the terms and conditions of the Memorandum of Understanding dated 17th April, 1996 registered on 28.6.1996 in the office of Sub Registrar, Lucknow, entered into between the parties except those, which have been modified by this Supplementary Agreement shall be binding on the parties to this Agreement.

SCHEDULE OF THE DEMISED PREMISES

Plot marked as 'A' out of plots No. 569, 572, 573 and 578 measuring about 56,550 square feet marked by letters A B C D E F A and shown by blue colour in the annexed plan situated at Village Ghazipur Saeedunnisa (now Post Office Ram Sagar Misra Nagar, also known as Indira Nagar, Faizabad Road), Lucknow.

IN WITNESS WHEREOF, the parties to this Supplementary Agreement have put their respective signatures on this 5th day of July, 1996 at Lucknow.



5/7/96
WITNESSES

1. Mandley
M.P. Mandley
Civil Court
H.O.

2. Aslam
Aslam Siddiqui
Sharma Nagar
Lucknow

[Signature]
FIRST PARTY

[Signature]
SECOND PARTY

Know the contents of this and who
has signed it before me
Drafted by : M.P. Mandley
Advocate
5/7/96

Typed by : [Signature]
Typist.

Admitted
[Signature]
5/7/96
Public
Lucknow