

2/21/03

ADDENDUM AGREEMENT

This Agreement is made at this 16th day of December 2003

Between

SAHARA INDIA COMMERCIAL CORPORATION LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at Sahara India Sadan, 2A, Shakespeare Sarani, Kolkatta – 700 071 hereinafter referred to as "**SICCL**", ((which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **First Part;**

AND

BANSIDHARA REALTY AND ESTATE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered address at Sahara India Point, CTS 40-44, S V Road, Goregaon (W), Mumbai – 400 104, hereafter referred to as "**BREPL**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Second Part;**

AND

DHARAMVEER DEVELOPMENT AND REALTY PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered address at Sahara India Point, CTS 40-44, S V Road, Goregaon (W), Mumbai – 400 104, hereafter referred to as "**DDRPL**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Third Part;**

AND

MADHURI REALTY AND LEASING PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered address at Sahara India Point, CTS 40-44, S V Road, Goregaon (W), Mumbai – 400 104, hereafter referred to as "**MRLPL**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Fourth Part;**

AND

MAGAN DEVELOPMENT AND FINANCE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered address at Sahara India Point, CTS 40-44, S V Road, Goregaon (W), Mumbai – 400 104, hereafter referred to as "**MDFPL**" (which

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expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Fifth Part**;

AND

MAHAVAAJA REALITY AND DEVELOPMENT PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered address at Sahara India Point, CTS 40-44, S V Road, Goregaon (W), Mumbai - 400 104, hereafter referred to as "**MRDPL**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Sixth Part**;

AND

MAHESH DEVELOPMENT AND FINANCE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered address at Sahara India Point, CTS 40-44, S V Road, Goregaon (W), Mumbai - 400 104, hereafter referred to as "**MDFPL**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Seventh Part**;

AND

SHRI AYODHYA PRASAD, s/o of Shri Palak Dhari, an adult Indian citizen having his office/place of residence at Behanampurwa, Vibhuti Khand, Behind Sahara Bazaar, Gomati Nagar, Lucknow, India, hereinafter referred to as "**SHRI AYODHYA PRASAD**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Eight Part**;


AND

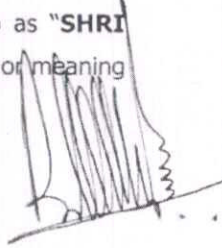
SHRI ASHOK KUMAR SINGH, s/o of Shri Ram Janam Singh, an adult Indian citizen having his office/place of residence at E-II/ 123, Sector C, Aliganj, Lucknow, India, hereinafter referred to as "**SHRI ASHOK KUMAR SINGH**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Ninth Part**;

AND

SHRI RAMPAL RAWAT SINGH, s/o of Shri Fakeree Rawat, an adult Indian citizen having his office/place of residence at Khurram Nagar, Lucknow, India, hereinafter referred to as "**SHRI RAMPAL RAWAT SINGH**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Tenth Part**;

AND

Approved for 



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SHRI ABDUL QUADIR, s/o of Shri Abdul Zabbar, an adult Indian citizen having his office/place of residence at 14/229, Vikas Nagar, Lucknow, India, hereinafter referred to as "**SHRI ABDUL QUADIR**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Eleventh Part**;

AND

SHRI BUDDESHWAR PANDEY, s/o of Shri T.N. Pandey, an adult Indian citizen having his office/place of residence at 306, Pragati Virar, Kalyan Pur, Lucknow, India, hereinafter referred to as "**SHRI BUDDESHWAR PANDEY**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Twelfth Part**;

AND

SHRI RUDRANATH YADAV, s/o of Shri Ram Lakhan Yadav, an adult Indian citizen having his office/place of residence at 2/553, Sector H, Jankipuram, Kalyan Pur, Lucknow, India, hereinafter referred to as "**SHRI RUDRANATH YADAV**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Four Thirteenth Part**;

AND

SHRI JAGDISH PRASAD, s/o of Shri Khakanu Prasad, an adult Indian citizen having his office/place of residence at Behanampurwa, Vill Vibhuti Khand, Gomati Nagar, Lucknow, India, hereinafter referred to as "**SHRI JAGDISH PRASAD**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Fourteenth Part**;

AND

SHRI JAGESHWAR PRASAD, s/o of Shri Nanhey Ram, an adult Indian citizen having his office/place of residence at Raiben Khera, Mohanlal Ganj, Lucknow, India, hereinafter referred to as "**SHRI JAGESHWAR PRASAD**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title) of the **Fifteenth Part**;

AND

SHRI RAM SAGAR GAUTAM, s/o of Shri Keshav Gautam, an adult Indian citizen having his office/place of residence at Village Punchbhari Post, Jugruwa district, Barabanki, hereinafter referred to as "**SHRI RAM SAGAR GAUTAM**" (which expression shall, unless repugnant to the

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स/ओ श्री नान्हेय राम

श्री राम सगर गौतम
स/ओ श्री केशव गौतम

श्री बुद्धेश्वर पण्डेय
स/ओ श्री टी.एन. पण्डेय

श्री रुद्रनाथ यादव
स/ओ श्री राम लखन यादव

श्री जगदीश प्रसाद
स/ओ श्री खकानु प्रसाद

श्री जगेश्वर प्रसाद
स/ओ श्री नान्हेय राम

श्री राम सगर गौतम
स/ओ श्री केशव गौतम

context or meaning thereof, be deemed to mean and include its successors-in-title) of the Sixteenth Part;

SICCL, BREPL, DDRPL, MRLPL, MDFPL, MRDPL, MDFPL, SHRI AYODHYA PRASAD, SHRI ASHOK KUMAR SINGH, SHRI RAMPAL RAWAT SINGH, SHRI ABDUL QUADIR, SHRI BUDDESHWAR PANDEY, SHRI RUDRANATH YADAV, SHRI JAGDISH PRASAD, SHRI JAGESHWAR PRASAD and SHRI RAM SAGAR GAUTAM shall hereinafter collectively be referred to as Members and individually as Party.

WHEREAS:

- a) **SICCL, BREPL, DDRPL, MRLPL, MDFPL, MRDPL, MDFPL, SHRI AYODHYA PRASAD, SHRI ASHOK KUMAR SINGH, SHRI RAMPAL RAWAT SINGH, SHRI ABDUL QUADIR, SHRI BUDDESHWAR PANDEY, SHRI RUDRANATH YADAV, SHRI JAGDISH PRASAD, SHRI JAGESHWAR PRASAD and SHRI RAM SAGAR GAUTAM** have entered into an Agreement dated December 12, 2003 ("Agreement").
- b) The Parties are now desirous of making certain additions to the Agreement which are mentioned herein below.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. It is hereby mutually agreed that the joint venture as referred in the Agreement would come into existence on obtaining all the below mentioned approvals:
 - (i). Change in Land Use (CLU) approval;
 - (ii). Layout and Building Plan approval;
 - (iii). Environmental Clearances;
 - (iv). Commencement Certificate;
 - (v). High Rise clearance;
 - (vi). Amenities Buildings approval;
 - (vii). Hospital & Hotel Building approval; and
 - (viii). Local Shopping & permission from National Highway Authority of India regarding entry from Highway.

2. If any of the aforesaid approvals / permissions / licenses are not obtained by June 30, 2007, then the Agreement shall be deemed to be null and void and accordingly treated as *void ab initio*.

3. In the event of the Agreement becoming null and void as mentioned above,
 - (i). all the expenses incurred for the project shall be borne by the members as on June 30, 2007 in the ratio of capital contributed as on June 30, 2007 by them.
 - (ii). No contribution of any kind would be deemed to have been made vide the Agreement.

4. MISCELLANEOUS:

- (i). This Addendum Agreement shall form an integral part of the Agreement

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श्री राम सगर गौतम

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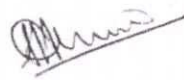
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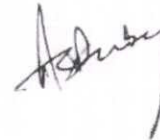
(ii). All capitalized terms used herein and not defined shall have the meaning ascribed to them under the said Agreements respectively.

In Witnesses Whereof, the Parties hereto have executed this Addendum Agreement as of the day and the year hereinabove referred to:


Signed and Confirmed by the withinnamed
SAHARA INDIA COMMERCIAL CORPORATION LIMITED
Through its authorized signatory Mr Asad Ahmad

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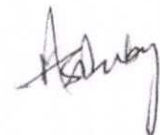
Signed and Confirmed by the withinnamed
BANSIDHARA REALTY AND ESTATE PRIVATE LIMITED
Through its authorized signatory Mr R.S. Dubey

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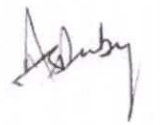
Signed and Confirmed by the withinnamed
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Through its authorized signatory Mr R.S. Dubey

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Signed and Confirmed by the withinnamed
MADHURI REALTY AND LEASING PRIVATE LIMITED
Through its authorized signatory Mr R.S. Dubey

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Through its authorized signatory Mr R.S. Dubey

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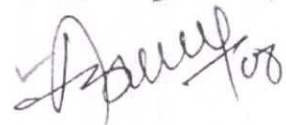
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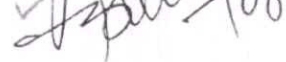

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MAHESH DEVELOPMENT AND FINANCE PRIVATE LIMITED
Through its authorized signatory Mr R.S. Dubey

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Signed and Confirmed by the withinnamed
Shri AYODHYA PRASAD

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Signed and Confirmed by the withinnamed
SHRI ASHOK KUMAR SINGH

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Signed and Confirmed by the withinnamed
SHRI RAMPAL RAWAT

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श्री रामपाल रावत
