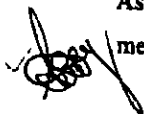

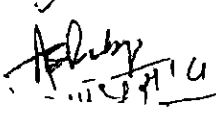
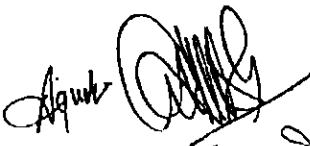
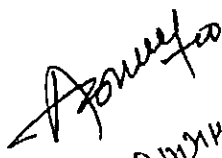
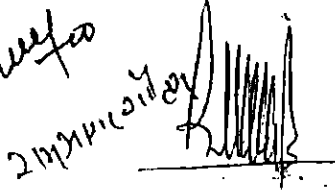


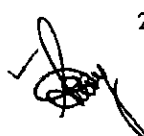
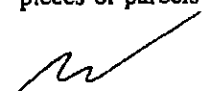



registered office at Dosibai Industrial Estate, 3rd Floor Ram Mandir Road, Goregaon (W), Mumbai hereinafter called "DDRPL" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the **Third Part MADHURI REALITY AND LEASING PVT. LTD.**, a company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office at Durga Nagar, Jogeshwari-Vikhroli Link Road, Opp. Namaskar Building, Jogeshwari (E), Mumbai, hereinafter called "MRLPL" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the **Fourth Part MAGAN DEVELOPMENT AND REALITY PVT. LTD.**, a company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office at Durga Nagar, Jogeshwari-Vikhroli Link Road, Opp. Namaskar Building, Jogeshwari (E), Mumbai, hereinafter called "MDRPL" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the **Fifth Part MAHA AVAJA REALITY AND DEVELOPMENT PVT. LTD.**, a company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office at Durga Nagar, Jogeshwari-Vikhroli Link Road, Opp. Namaskar Building, Jogeshwari (E), Mumbai, hereinafter called "MRDPL" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the **Sixth Part MAHESH DEVELOPMENT AND FINANCE PVT. LTD.**, a company incorporated and registered under the provisions of Companies Act, 1956 and having its registered office at Rajratan Building Ground floor, Off Western Express Highway, Near BMC Garden, Jogeshwari (E), Mumbai, hereinafter called "MDFPL" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the **Seventh Part Shri Ayodhya Prasad S/o Shri Palak Dhari R/o Behamanpurwa, Vibhuti Khand, Behind Sahara Bazar, Gomti Nagar, Lucknow**, hereinafter called "Shri Ayodhya Prasad" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the **Eighth Part Shri Ashok Kumar Singh S/o Shri Ram Janam Singh, R/o E-II/123, Sector C, Aliganj, Lucknow** hereinafter called "Shri Ashok Kumar Singh" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the **Ninth Part Shri Rampal**

Rawat S/o Shri Fakeere Rawat, R/o Khurram Nagar, Lucknow hereinafter called "Shri Ram Pal Rawat" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the Tenth Part Shri Abdul Quadir S/o Shri Abdul Zabbar, R/o 14/229, Vikas Nagar, Lucknow hereinafter called "Shri Abdul Quadir" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the Eleventh Part Shri Buddeshwar Pandey, S/o Shri T.N. Pandey R/o 306, Pragati Vihar, Kalyan Pur, Lucknow hereinafter called "Shri Buddeshwar Pandey" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the Twelfth Part Shri Rudranath Yadav, S/o Shri Ram Lakhani Yadav R/o 2/553, Sector-H, Jankipuram, Lucknow hereinafter called "Shri Rudranath Yadav" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the Thirteenth Part Shri Jagdish Prasad, S/o Shri Khakanu Prasad R/o Behemanpurwa, Vill. Vibhuti Khand, Gomti Nagar, Lucknow hereinafter called "Shri Jagdish Prasad" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the Fourteenth Part Shri Jageshwar Prasad, S/o Shri Nanhey Ram R/o Raibhan Kehra, Mohanlal Ganj, Lucknow hereinafter called "Shri Jageshwar Prasad" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the Fifteenth Part and Shri Ram Sagar Gautam, S/o Shri Keshav Gautam R/o Village Punchbhari Post, Jugruwa Distt. Barabanki hereinafter called "Shri Ram Sagar Gautam" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in title) of the Sixteenth Part

WHEREAS:

1. SICCL is a Company having Infrastructure and Housing Development activities as one of the main objects and has already acquired expertise in developing and maintaining high-tech Townships and has ability to arrange financial resources for such activities.
2. BREPL is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur

24/12/14
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- Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 12.449 acres equivalent to 50393.552 sq.mtrs. or thereabouts;
3. DDRPL is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 12.082 acres equivalent to 48907.936 sq.mtrs. or thereabouts;
 4. MRLPL is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 10.531 acres equivalent to 42629.488 sq.mtrs. or thereabouts;
 5. MDRPL is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 7.912 acres equivalent to 32027.776 sq.mtrs. or thereabouts;
 6. MRDPL is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 11.950 acres equivalent to 48373.600 sq.mtrs. or thereabouts;
 7. MDFPL is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 10.117 acres equivalent to 40953.616 sq.mtrs. or thereabouts;
 8. Shri Ayodhya Prasad is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 12.404 acres equivalent to 50211.392 sq.mtrs. or thereabouts;
 9. Shri Ashok Kumar Singh is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow,

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Distt. - Lucknow admeasuring 11.333 acres equivalent to 45875.984 sq.mtrs. or thereabouts;

10. Shri Rampal Rawat is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 12.281 acres equivalent to 49713.488 sq.mtrs. or thereabouts;

11. Shri Abdul Quadir is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 6.353 acres equivalent to 25716.944 sq.mtrs. or thereabouts;

12. Shri Buddeshwar Pandey is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 12.278 acres equivalent to 49701.344 sq.mtrs. or thereabouts;

13. Shri Rudranath Yadav is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 10.117 acres equivalent to 40953.616 sq.mtrs. or thereabouts;

14. Shri Jagdish Prasad is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 12.476 acres equivalent to 50502.848 sq.mtrs. or thereabouts;

15. Shri Jageshwar Prasad is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow,

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Distt. - Lucknow admeasuring 5.680 acres equivalent to 22992.640 sq.mtrs. or thereabouts;

16. Shri Ram Sagar Gautam is seized and possessed of or otherwise well and sufficiently entitled to pieces or parcels of land or ground situate, lying and being at Village Narharpur Tehsil - Bakshi Ka Talab / Allu Nagar - Tehsil - Lucknow, Distt. - Lucknow admeasuring 10.900 acres equivalent to 44123.200 sq.mtrs. or thereabouts;

17. The properties as aforesaid written are all adjoining properties and are hereinafter collectively referred to as "the said property" ;

18. In order to have a homogeneous development of the said property M/S BREPL, M/S DDRPL, M/S MRLPL, M/S MDRPL, M/S MRDPL, M/S MDFPL, Shri Ayodhya Prasad, Shri Ashok Kumar Singh, Shri Ram Pal Rawat, Shri Abdul Quadir, Shri Buddeswar Pandey, Shri Rudranath Yadav, Shri Jagdish Prasad, Shri Jageshwar Prasad and Shri Ram Sagar Gautam have all agreed to jointly develop their respective properties with the help of Sahara India Commercial Corporation Limited under a joint venture arrangement ;

19. M/S BREPL, M/S DDRPL, M/S MRLPL, M/S MDRPL, M/S MRDPL, M/S MDFPL, Shri Ayodhya Prasad, Shri Ashok Kumar Singh, Shri Ram Pal Rawat, Shri Abdul Quadir, Shri Buddeswar Pandey, Shri Rudranath Yadav, Shri Jagdish Prasad, Shri Jageshwar Prasad and Shri Ram Sagar Gautam have all jointly agreed that as SICCL is having better knowledge, experience and expertise in developing properties ; they would look to SICCL for its guidance, experience and expertise in development of the said property and for selling/letting out units therein to third parties as well as for administering the Joint Venture.

20. With the aforesaid purpose in mind, the parties hereto have arrived at certain understanding amongst themselves and are desirous of recording the same in the manner hereinafter appearing : .

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under :

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श्री अजय कुमार सिंह

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1. M/S BREPL, M/S DDRPL, M/S MRLPL, M/S MDRPL, M/S MRDPL, M/S MDFPL, Shri Ayodhya Prasad, Shri Ashok Kumar Singh, Shri Ram Pal Rawat, Shri Abdul Quadir, Shri Buddeswar Pandey, Shri Rudranath Yadav, Shri Jagdish Prasad, Shri Jageshwar Prasad and Shri Ram Sagar Gautam with the help of SICCL, shall jointly develop their respective properties admeasuring in aggregate 158.863 acres equivalent to 643077.424 sq.mtrs. or thereabouts and delineated on the plan thereof hereto annexed and thereon shown surrounded by Red colour boundary line (hereinafter collectively called "the said property") as a joint venture and shall carry out implement and complete the work of construction on the said property as one composite work of development as per the plans that may be sanctioned by the Municipal Corporation and/or other concerned government bodies and authorities.
2. (i) M/s BREPL has brought into the joint venture the land which has been valued at Rs.1,32,48,512/- (Rupees One Crore Thirty Two Lacs Forty Eight Thousand Five Hundred & Twelve only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by M/s BREPL out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (ii) M/s DDRPL has brought into the joint venture the land which has been valued at Rs. 1,32,12,387/- (Rupees One Crore Thirty Two Lacs Twelve Thousand Three Hundred & Eighty Seven only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by M/s DDRPL out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (iii) M/s MRLPL has brought into the joint venture the land which has been valued at Rs. 92,63,130/- (Rupees Ninty Two Lacs Sixty Three Thousand One Hundred & Thirty only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by M/s MRLPL out of the sale proceeds of units in the newly constructed building to be put up on the said property.

Ashok
 Ashok Kumar Singh

Buddeswar
 Buddeswar Pandey

Rudranath
 Rudranath Yadav

Ram Sagar
 Ram Sagar Gautam

Jagdish
 Jagdish Prasad

- (iv) M/s MDRPL has brought into the joint venture the land which has been valued at Rs. 55,07,550/- (Rupees Fifty Five Lacs Seven Thousand Five Hundred & Fifty only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by M/s MDRPL out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (v) M/s MRDPL has brought into the joint venture the land which has been valued at Rs. 62,44,100/- (Rupees Sixty Two Lacs Fourty Four Thousand & One Hundred only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by M/s MRDPL out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (vi) MDFPL has brought into the joint venture the land which has been valued at Rs. 92,47,100/- (Rupees Ninty Two Lacs Forty Seven Thousand & One Hundred only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by MRDPL out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (vii) Shri Ayodhya Prasad has brought into the joint venture the land which has been valued at Rs. 1,32,44,525/- (Rupees One Crore Thirty Two Lacs Fourty Four Thousand Five Hundred & Twenty Five only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Ayodhya Prasad out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (viii) Shri Ashok Kumar Singh has brought into the joint venture the land which has been valued at Rs. 1,22,43,499/- (Rupees One Crore Twenty Two Lacs Forty Three Thousand Four Hundred & Ninety Nine only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Ashok Kumar Singh out of the sale proceeds of units in the newly constructed building to be put up on the said property.

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सहकारिता

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सहकारिता

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- (ix) Shri Rampal Rawat has brought into the joint venture the land which has been valued at Rs. 1,33,49,960/- (Rupees One Crore Thirty Three Lacs Forty Nine Thousand Nine Hundred & Sixty only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Rampal Rawat out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (x) Shri Abdul Quadir has brought into the joint venture the land which has been valued at Rs. 70,12,813/- (Rupees Seventy Lacs Twelve Thousand Eight Hundred & Thirteen only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Abdul Quadir out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (xi) Shri Buddeshwar Pandey has brought into the joint venture the land which has been valued at Rs. 1,19,76,700/- (Rupees One Crore Nineteen Lacs Seventy Six Thousand & Seven Hundred only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Buddeshwar Pandey out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (xii) Shri Rudranath Yadav has brought into the joint venture the land which has been valued at Rs. 92,47,100/- (Rupees Ninety Two Lacs Forty Seven Thousand & One Hundred only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Rudranath Yadav out of the sale proceeds of units in the newly constructed building to be put up on the said property.
- (xiii) Shri Jagdish Prasad has brought into the joint venture the land which has been valued at Rs. 1,39,43,987/- (Rupees One Crore Thirty Nine Lacs Forty Three Thousand Nine Hundred & Eighty Seven only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Jagdish Prasad out of the sale proceeds of units in the newly constructed building to be put up on the said property.



Shri Rampal Rawat
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Shri Abdul Quadir



21/12/12-2012

Shri Buddeshwar Pandey
 21/12/12-2012



(xiv) Shri Jageshwar Prasad has brought into the joint venture the land which has been valued at Rs. 61,70,630/- (Rupees Sixty One Lacs Seventy Thousand Six Hundred & Thirty only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Jageshwar Prasad out of the sale proceeds of units in the newly constructed building to be put up on the said property.

(xv) Shri Ram Sagar Gautam has brought into the joint venture the land which has been valued at Rs. 1,24,76,025/- (Rupees One Crore Twenty Four Lacs Seventy Six Thousand & Twenty Five only) and which amount will be credited to its capital account in the books of the joint venture and shall be paid to and recovered by Shri Ram Sagar Gautam out of the sale proceeds of units in the newly constructed building to be put up on the said property.

3. The work of construction shall commence on the said property after the plans for developing the said property are sanctioned by the Lucknow Development Authority and other concerned authorities. The parties hereto mutually agree with each other that they shall comply with all the terms and conditions that may be laid down by the Lucknow Development Authority and other concerned bodies and authorities and shall indemnify each other from and against any claim made on the other on account of the breach committed by them.
4. As SICCL is having experience and expertise in developing properties, BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayodhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam hereby authorize SICCL to be in the day to day control and management of the project.
5. The Joint Venture shall be known as 'SAHARA CITY HOMES - LUCKNOW'.
6. All the activities of the Joint Venture shall be carried on from Sahara India Centre 2, Kapoorthala, Complex, Lucknow or from such other place or places as may be mutually agreed upon by and between the parties hereto.
7. The Bankers of the Joint Venture shall be The Hindustan Cooperative Bank Limited or The Bank of Rajasthan Limited and or such other Bank or Banks as may be mutually agreed upon by and between the parties hereto.

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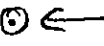
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- (a). The Bank account in the name of the Joint Venture shall be operated jointly by the person nominated with mutual consent of the Joint Venture Participants . All cheques, Bank documents, papers and undertakings shall be signed jointly by such nominated persons and the Bank shall be instructed to act only on joint signatures and not at the instance of any one of them.
- (b). BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayodhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam may permit SICCL to open a Bank account for the purposes of Joint Venture. However such permission shall be given on a specific request being made by SICCL. SICCL shall maintain complete and proper account and accounting records and books of transactions pertaining to the Joint Venture effected through such Bank account/accounts. BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Shri Ayodhya Prasad, Shri Ashok Kumar Singh, Shri Ram Pal Rawat, Shri Abdul Quadir, Shri Buddeswar Pandey, Shri Rudranath Yadav, Shri Jagdish Prasad, Shri Jageshwar Prasad and Shri Ram Sagar Gautam shall have full right and assess at any point of time to scrutinize such account, accounting records etc. maintained by SICCL in respect of transactions pertaining to the Joint Venture effected through such Bank account/accounts.
9. The accounts of the Joint Venture shall be made up on 31st of March in each year. The final account of the Joint Venture shall be made up on the completion of the project. At the end of each accounting year, the profit and loss account and the balance sheet shall be prepared and each party hereto shall be entitled to a copy thereof.
10. The usual and proper books of account shall be kept or caused to be kept by the Joint Venture which shall be properly posted and shall not be removed from the office of the Joint Venture at Sahara India Centre, 2, Kapoorthala Complex, Lucknow without the consent of all the parties. Each party shall have free access to the said books of account and at all times shall be at liberty to make such extracts in such account.


 31/03/2010

31/03/2010

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11. The Joint Venture shall maintain a proper account of all the amounts received by the Joint Venture from the sale of the units. The Joint Venture shall out of the sale proceeds of the units be entitled to disburse the following amounts :

- (a) All municipal taxes and other outgoings payable in respect of the said property including development charges, if any, levied by the Lucknow Development Authority in Lucknow Municipal Corporation from time to time ;
- (b) The expenses incurred by the Joint Venture for carrying out the development activities on the said property ;
- (c) Fees payable to Architects, Contractors, Sub-Contractors, Structural Engineers, Lawyers and salary wages and other statutory dues payable to the labourers, workers and other persons employed for the Project ;
- (d) Interest payable on the construction loan taken by the Joint Venture.
- (e) Payment of Income-tax and other tax dues, if any, payable in connection with the work done by the Joint Venture.
- (f) Any such other payment directly related to the work of Joint Venture.

12. After the disbursement of the amounts specified in clause 11 above, the parties will be at a liberty to withdraw the amounts lying to their credit in the capital of the Joint Venture.

13. After the units are sold a final account shall be made up by the Joint Venture and out of the net amount realized by the Joint Venture, after providing for the expenses as provided in clause 11 hereinabove, from the sale proceeds of the units and after adjusting all the amounts payable by the parties hereto as specified in clause 12 above, the balance amount that remains with the Joint Venture shall be shared in the following proportion :-

✓ Ashby
✓ [Signature]
[Signature]
[Signature]
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[Signature]
[Signature]

SL. No.	<u>JOINT VENTURE PARTICIPANTS</u>	<u>SHARES</u>
1.	Sahara India Commercial Corporation Ltd., Sahara India Sadan, 2A, Shakespeare Sarani, Kolkata - 700071	64.50%
2.	Bansidhara Reality and Estate Pvt. Ltd., 25, Vakharia Industrial Estate, Ram Mandir Road, Goregaon (W), Mumbai	3.00%
3.	Dharmveer Development & Reality Pvt. Ltd., Dosibai Industrial Estate, 3 rd Floor Ram Mandir Road, Goregaon (W), Mumbai	3.00%
4.	Madhuri Reality and Leasing Pvt. Ltd., Durga Nagar, Jogeshwari-Vikhroli Link Road, Opp. Namaskar Building, Jogeshwari (E), Mumbai	2.50%
5.	Magan Development and Reality Pvt. Ltd., Durga Nagar, Jogeshwari-Vikhroli Link Road, Opp. Namaskar Building, Jogeshwari (E), Mumbai.	1.25%
6.	Mahaavaaja Reality and Development Pvt. Ltd., Durga Nagar, Jogeshwari-Vikhroli Link Road, Opp. Namaskar Building, Jogeshwari (E), Mumbai	1.50%
7.	Mahesh Development and Finance Pvt. Ltd., Rajratan Building Ground Floor, Off Western Express Highway, Near BMC Garden, Jogeshwari (E), Mumbai,	2.00%
8.	Shri Ayodhya Prasad, S/o Shri Palak Dhari	3.00%
9.	Shri Ashok Kumar Singh, S/o Shri Ram Janam Singh,	2.75%
10.	Shri Rampal Rawat, S/o Shri Fakeere Rawat,	3.00%
11.	Shri Abdul Quadir, S/o Shri Abdul Zabbar,	1.50%
12.	Shri Buddheswar Pandey, S/o Shri T.N. Pandey	2.75%
13.	Shri Rudranath Yadav, S/o Shri Ram Lakhani Yadav	2.00%
14.	Shri Jagdish Prasad, S/o Shri Khakanu Prasad	3.00%
15.	Shri Jageshwar Prasad, S/o Shri Nanhey Ram	1.50%
16.	Shri Ram Sagar Gautam, S/o Shri Keshav Gautam	2.75%
	TOTAL	100%

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It is hereby agreed by and between the parties hereto that the losses, if any, incurred by the joint venture shall be shared in the same proportion.

14. The parties hereto have mutually agreed that all finances that are required for carrying out the work of developing the said property shall be brought in by the parties hereto in manner as may be agreed upon by and between its parties from time to time.

15. It is hereby expressly agreed and understood by and between the parties hereto that the sale of the units shall be made under the joint signatures of SICCL on the one hand and by one of the representative of BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayoudhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam, respectively. SICCL shall have the entire charge of the Project and will use their technical know-how, experience and expertise to develop the said property. It is hereby agreed by and between the parties hereto that the decision regarding the development of the said property including designing the entire project, preparing plans and getting the same approved by the Corporation and for providing infrastructure for such development shall be decided by SICCL. BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayoudhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam shall however be at liberty to give their suggestions and comments as may be necessary and required for the aforesaid work and SICCL, shall be bound and liable to take into account the suggestion and comments given by the representatives of BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayoudhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul


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Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam.

As far as the decision as to when the units are to be sold and at what price the units are to be sold/ let out in the said building to be constructed by the joint venture shall be decided jointly by SICCL, BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayodhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam and the decision of the majority shall be final and binding on the parties hereto. The representatives of SICCL, BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayodhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam shall be at liberty to participate in all meetings connected to the project and shall be entitled to at all stages examine and scrutinize the accounts, disbursements and payments made by the Joint Venture from time to time. In case if there are any differences between the parties regarding the development the opinion given by the Architect of the Joint Venture shall be final and binding on the parties hereto.

17. Each party shall pay their separate debts and taxes and shall indemnify each other and the Joint Venture from any such liability claims and demands made on the other on account of non-payment of taxes.

18. Each party shall be just and faithful to each other at all times and shall give to the other or others full information and truthful explanation of all accounts relating to the


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affairs of the Joint Venture and shall offer every assistance on their part in carrying out the business of the Joint Venture for the mutual advantage.

19. SICCL shall be at liberty to engage for the Joint Venture, Architects, Contractors, Sub-Contractors, Labourers, Structural Engineers, Lawyers, etc., of their own choice as may be necessary and required for carrying on development activities on the said property and pay their fees and dues as and when the same become due and payable and the same shall be borne and paid by the Joint Venture.
20. For enabling SICCL to develop the said property as one composite project, BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayodhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam shall execute Power of Attorney in favour of SICCL authorizing SICCL to carry out development activities on the said property and also authorizing them to make representations before various authorities, getting the plans sanctioned, amended and modified from time to time and obtain Occupation Certificate and building Completion Certificate from the concerned authorities.
21. The Joint Venture shall complete the work of construction in all respects and shall obtain the Occupation Certificate including Part Occupation Certificate from the concerned authorities and shall also obtain Building Completion Certificate from the concerned authorities as soon as the building is completed and is ready for occupation.
22. In the event of the Joint Venture being desirous of letting out the premises in the said building, the same shall be done under the joint signature of the parties hereto.
23. The parties hereto are aware that each of the parties hereto have separate business carried on by them either singly or jointly with others. It is accordingly agreed that nothing herein contained shall affect such separate business whether the same be of

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the same nature as the business of the Joint Venture or not, nor shall any of the parties be precluded to carry on either by himself/themselves or jointly with other any business whether the same be of the same nature as the business of the Joint Venture or not.

24. In the event of any party being adjudicated as insolvent, the remaining party shall be entitled to carry on the business of the Joint Venture and shall pay to the retiring party or to the estate of the insolvent party, as the case may be, its share in the business of the Joint Venture as on the date of retirement or the date of it being declared as insolvent, as the case may be, within a period of three months.

25. It is hereby agreed by and between the parties hereto that the Joint Venture shall continue and shall not come to an end unless and until the said property is fully developed in all respects and all the units in the building constructed by the Joint Venture have been sold and the full amount in respect thereof has been received and/or realised by the Joint Venture. After the said property is fully developed and all the units are sold SICCL, BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayoudhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam shall convey their interests in the said respective properties and the Joint Venture shall convey the building to the Society or the Condominium that may be formed of the various unit purchasers. It is hereby expressly agreed and understood by and between the parties hereto that SICCL shall not be entitled to assign and transfer the benefits of this Agreement to any third party without prior written consent of BREPL, DDRPL, MRLPL, MDRPL, MRDPL, MDFPL, Ayoudhya Prasad, Ashok Kumar Singh, Ram Pal Rawat, Abdul Quadir, Buddeswar Pandey, Rudranath Yadav, Jagdish Prasad, Jageshwar Prasad and Ram Sagar Gautam in that behalf.

26. It is clearly agreed and understood by and between the parties hereto that this Agreement does not amount to a partnership and no partnership is being entered into by the parties. The joint Venture shall not be responsible for any personal debt or liability of any of the parties to the Joint Venture nor they shall create any such liability against the Joint venture for personal benefits/gains.

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27. In the event of any dispute or difference arising by and between the parties to this Joint Venture regarding the interpretation of this Joint Venture or any clause thereof either upon or after its termination, such dispute or difference shall be referred to Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory reenactment or modification thereof for the time being in force. All arbitration proceedings shall take place at Lucknow and the courts in Lucknow shall alone have the jurisdiction in the matter.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

For SAHARA INDIA COMMERCIAL CORPORATION LIMITED


(Dr. C.B. Thapa)
Company Secretary

For Bansidhara Reality and Estate Pvt. Ltd.,


(R.S. Dubey)
Director

For Dharmveer Development and Reality Pvt. Ltd.,


(Sudhin Dey)
Director

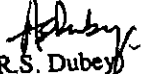
For Madhuri Reality and Leasing Pvt. Ltd.,


(R.S. Dubey)
Director

For Magan Development and Reality Pvt. Ltd.,

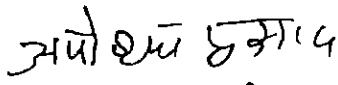

(Sudhin Dey)
Director

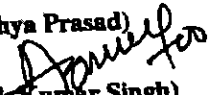
For Mahaavaaja Reality and Development Pvt. Ltd.,


(R.S. Dubey)
Director

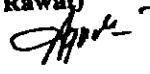
For Mahesh Development and Finance Pvt. Ltd.,


(Sudhin Dey)
Director


(Ayodhya Prasad)


(Ashok Kumar Singh)


(Rampal Rawat)


(Abdul Quadir)


(Buddhaswar Pandey)



(Rudranath Prasad)



(Jagdish Prasad)


(Jageshwar Prasad)


(Ram Sagur Gautam)

Witness:

1. 
(Pradeep Singh)
2, XAPOORWAH COMPLEX
ALIGARH.
LUCKNOW.

2. 
VIRAS RUFFA
B/1248, Sector - G, Jankipura,
LUCKNOW.