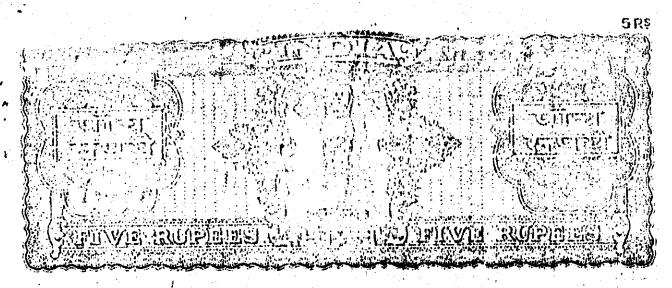
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ARTICLES OF AGREEMENT made at Hyderabad (A.P) the 1st day of January

1984 Between (1) CHIMANIAL JAGJIVANDAS SHETH (2) SHANTIKUMAR J.SHETH

(5) LAXMIKANT C.SHETH (4) BELKKE S.SHETH and (5) JAYAKUVAR J.SHETH all of

Hyderabad Hindu Indian Inhabitants, hereinafter called "the Owners" (which

expression shall, unless it be repugnant to the context or meaning thereof,

mean and be deemed to include their respective heirs, executors, administrators

and assigns) of the One Part and MESSRS. MEERA INDUSTRIES a partnership firm

having its registered office at Hill Street, Secunderabad (A.P), hereinafter

called "the Developer" (which expression shall, unless it be repugnant to the

sontext or meaning thereof, mean and be deemed to include the partners or

person for the time being constituting the said firm and their successors or

successors in business or assigns) of the OTHER PART:

WHEREAS

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(a) The Owners own absolutely, free from encumbrances, as on-owners, each having a distinct share therein, a large immovable property situated at Rascolpura, Begumpet, Secunderabad (A.P)

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(b) Being desirous of putting up construction on a portion of the said property vizton a portion admeasuring approximately 1625 Sq. metres, described in the Soledule hereunder writen and shown on the plan here to annexed thereon surrounded by red colour boundary lines (hereinafter referred to as "the said property") the Owners agreed with the Developer to allow the Developer to develop the said property and to carry out work of construction thereon on terms and conditions suitually agreed upon by and between the parties here to which are hereby reduced to writing and recorded.

NOW THIS ACREMENT WITNESSETH as unders-

The Owners nereby agree and allow the Developer to develop the said property and to construct on the said property a building or structures for being used for any purpose or purposes on may be permissible by law and as may be planned and/or designed by the Developer.

- 2. The Developer shall get the building plans prepared, at the cost of the Developer, for constructing such building and structures as may be planned or esired by the Developer but it shall be the responsibility of the Owners to get such building plans sanctioned and/or approved or get the construction of the building or structures in accordance with such building plans regularised by the authorities concerned, the cost in this connection to be borne and paid by the Developer.
- 3. It is shearly clearly and distinctly understood and a greed as a vital part and integral term and condition of this Agreement
 - (a) though the cost of construction of the said building and structures small be borne and paid by the Developer alone, such construction shall be carried out and completed by the Developer for and on benalf of shd in the name of the Owners.

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- progresses, the same shall belong and form part of the property of the Owners and shall us two same of the Owners and such completed structures shall also belong to the Owners.
- proprietary rights in or to such building or structures or any part thereof.
- The Developer shall pay the Owners (to be shared by the Owners in their respective determined shares) compensation calculated at the rate of 15 paiso (fifteen paise) per Sq.Ft per month of the area of construction that may be put up by the Developer on the said property, commencing from the date the construction in question is completed and put to use.
- 5. It is estimated that the Developr would require about two years time for completeing the construction on the said was property. Consequently
 - (a) the Developer shall have a "free period" of two years from

 1st January 1,-4 i.e., only a token sum of Re.1/- (one)

 per month shall be payable as compensation by the Developer
 to the Owners for the aforesaid period of two years.
 - (b) However, if the construction is put up by the Developer on the said property within the aforesaid period of two years and the same or any part thereof is put to use or occupied prior to the expiry of the aforesaid period of two years, then and in such event, compensation at the full rate of 15 paise per Sq.Ft per month shall be payable by Developer to the Owners in respect of such construction put to use even prior to the expiry of the aforesaid period of two years
 - (c) If such construction is not completed by the Developer with the aforesaid period of two years, then and in such event, after expiry of the aforesaid period of two years, the Developer shall be liable to pay the Owners compensation at a fixed rate of Rs.1,500/- per month, commencing from the 25th month up to the time such construction or any part thereof is completed or put to use and from the date the

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is put to use full compensation at the rate of 15 paise per Sq.Ft. per month or Rs.1, 500/- per month, whichever is more, shall be payable by the Developer to the Owners.

- Property tax and all other outgoings and use in respect of the said property and/or the development thereof shall be borne and paid by the Development for the duration of this Agreement.
- This Agreement shall be valid and operative for a period of 11 years from 1st January 1984.
- During the period of this Agreement, the Developer shall be at liberty to give out on rental or on any other basis, to persons and/or concerns and/or bodies to be selected and of the choice of the Developer, the new building and structures to be so constructed by the Developer on the said preperty or portions of such building and structures, at such rental and/or on such terms and conditions as the Developer may choose or decide, it being olearly understood that
 - (a) the right of the Developer to receive such gent and/or other benefit or realisation shall be limited to the period of this Agreement but no further.
 - (b) Since such building and structures to be put up by the Doveloper on the said property is to form part of the said property and is to belong to the Owners and is to be the asset of the Owners, all such rents and/or benefit shall belong to the Owners for the period commencing from the expiry of the aforesaid term of 11 years.
 - (c) Any advance rent and/or deposit and/or other consideration that may be received or obtained by the Developer from the tenants or others shall be on condition that the game would be

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adjusted and/or appropriated and/or exhausted litest by
the expiny of the term or period of this Agreement
viz. latest by the end of 11 years so that after the
expiny of the aforesaid period of 11 years, there would
be no outstanding right from the tenant or other occupant
of the said building obstructures or any part thereof
which could be cisimally against the Owners.

- (d) For the period commencing from the empiry of the aforesaid period of 11 years all property taxes, dues and other outgoings shall be borne and paid by the Owners.
- (e) The Owners would be entitled to vacant possession of the said property, viz. of the land with building and structures on the expiry of the aforesaid period of 11 years.
- 9. It is hereby clarified that the Developer shall be entitled to obtain from the prospective tenants/occupants of the said building and structures and/or a portion thereof advance rent/compensation/contribution towards the construction costs or any other consideration, with right to adjust and appropriate the same towards the rental or compensation receivable by the Developer over the aforesaid period of 11 years.
- 10. It is also clearly understood and agreed that the Developer shall not be required to obtain consent or concurrences of the Owners for the arrangement which may be negotiated and/or entered into by the Doveloper with outsiders viz.prospective tenants and/or occupants, the intention being that the Developer shall be at liberty and be entitled directly to enter into agreements with outsiders i.e., tenants/occupants in respect of the building and structures to be so constructed by the Developer on the said property or any portion of such building or structures PROVIDED HOWEVER if so desired by the Developer or tenant/occupant, the Owners shall be obliged to endorse on such document the consent and concurrence thereto of the Owners.
- 11. Both the parties hereto shall from time to time do and execute all further acts, deeds, matters and things as may be reasonably required by the other party to carry out and implement the term and intent of this agreement.

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between the parties hereto as regards the construction or interpretation of any torm or provision hereof, and/or the respective rights and/or obligations of the respective parties and/or any other matter or things arising out of, relating to, concerning or outching this Agreement, the same shall be referred to arbitration of two Arbitrators, one to be appointed by the Owners and one to be appointed by the Developer and the provisions of the Arbitration Act 1940 and the statutory amendments or modifications and/or revenactments thereof for the time being in fibros shall apply to guch arbitration. The Arbitrators or the umpire as the case may be shall have summary powers.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hand on this document and plans on this day and your first hereinabove written.

SIGNED AND NELIVERED by the withinnamed Owners -

- 1. CHILANIAL JAGJIVANDAS SHETH
- 2. SHANTIKUMAR J.SHETH 3. LAGUKANT
- J.SHETH 4. BEFREN S.SHETH and
- 5.JAYAK"VAR J.SHETH in the presence

of

SICKED AND DELIVERED by the withinshed Developer MESSRS. MEERA INDUSTRIES. in the presence of

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Subsh make Parties