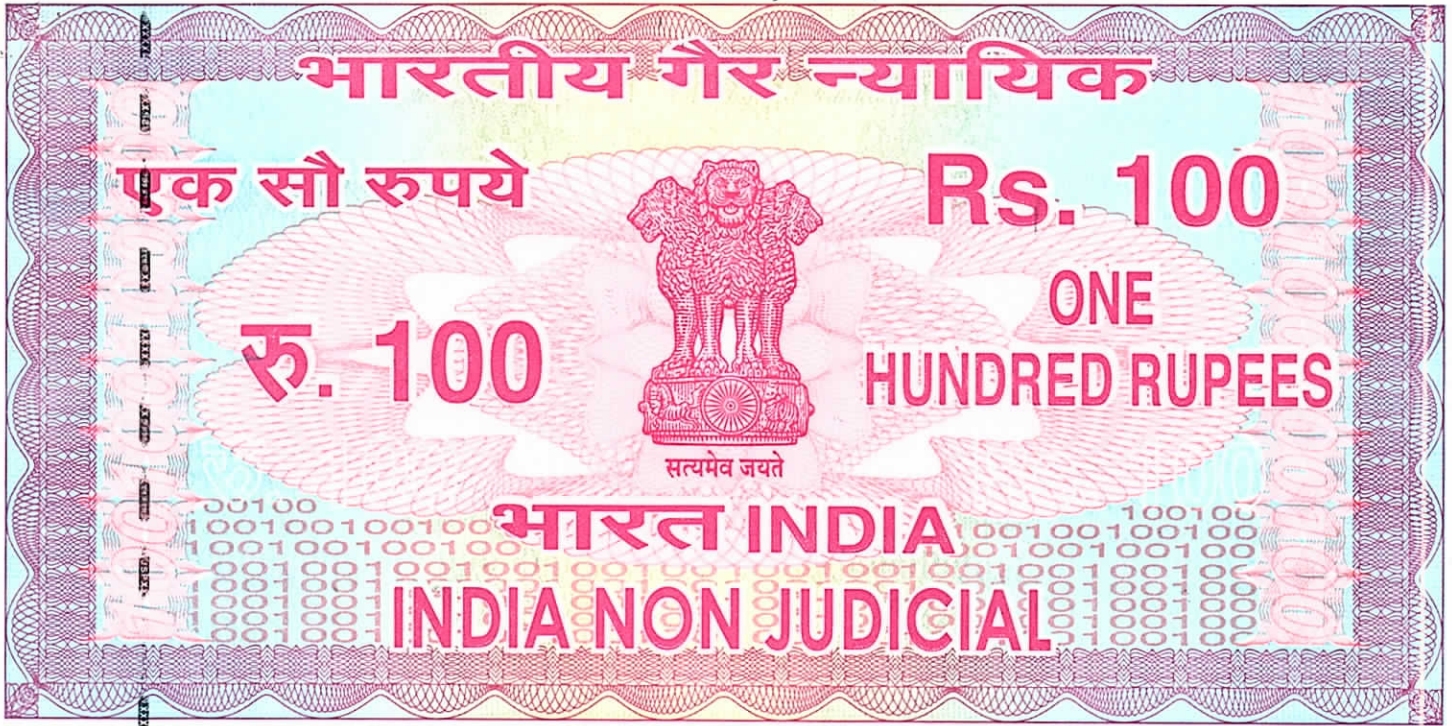


(ORIGINAL)

3RD FLOOR. LOT NO - VI
(2ND FLOOR Plate from west)



दिल्ली DELHI

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AGREEMENT TO SELL

This Agreement is made this 25th day of September, 2007 between National Buildings Construction Corporation Limited, a limited company incorporated under the Companies Act, 1956, having its registered office at NBCC Bhawan, Lodhi Road, New Delhi-110003 acting through its General Manager, Real Estate Division, hereinafter called "Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART and M/s Consolidated Construction Consortium Ltd. having its registered office at 5, 2nd Link Street, CIT Colony, Mylapore, Chennai - 600004, acting through its Sh. S. Sivaram Krishnan Son of V S Subramoney hereinafter called the "Buyer" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) OF THE OTHER PART.

WHEREAS, Plot of size 24280.568 Sqm, situated in Sector-V, Pushp Vihar, New Delhi has been allotted to NBCC on lease hold basis by the Ministry of Urban Development, Govt. of India, New Delhi.

AND WHEREAS, the perpetual lease in respect of the said plot of land, on which the aforesaid building known as NBCC PLAZA has been constructed, is to be executed between the President of India and the Lessee (NBCC). This lease deed shall be executed on production of completion certificate to the Ministry.

AND WHEREAS, NBCC has constructed Ground plus five storeyed Community Centre-cum- Commercial Complex known as NBCC PLAZA on the said plot of land as per sanctioned plans from local authorities.

For CONSOLIDATED CONSTRUCTION CONSORTIUM LIMITED




S. SIVARAM KRISHNAN
Managing Director

CONSOLIDATED AGREEMENT 3RD FLOOR

W6810 13 SEP 2007

Name.....
S/o Shri.....
Address.....
Purpose.....
Through.....

H.P. SINGH

L.No. 499 Patiala House Court, N.D

01-01-0000

01-01-0000

01-01-0000

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AND WHEREAS, NBCC on the basis of the offer of the Buyer on prescribed rates of NBCC has agreed to sell to the Buyer built up Space at Third Floor (Lot No-VI i.e. 2nd Floor Plate from west side of the building) {measuring 9467 Sft in Super Saleable Area} on lump sum and on "as is where is area" basis along with 10 (Ten) Nos Car Parking slots in the basement (on ownership basis) and 5 (Five) Nos Car parking slots in open at Ground Floor level (on right to use basis) at Rs. 16,89,38,615.00 (Rupees sixteen crore and eighty nine lac thirty eight thousand six hundred fifteen only) in NBCC PLAZA, Pushp Vihar, Sector-V, New Delhi vide letter No. NBCC/RE/PushpVihar/2007/1306 dated 16.08.2007 at the terms and conditions hereinafter appearing:-

NOW THIS DEED WITNESSES:-

- 1.0 That Seller does hereby agree to sell to the Buyer space measuring 9467 Sft of super saleable area on lump-sum basis and on "as is where is area" basis situated on third Floor (Lot No-VI i.e. 2nd Floor Plate from west side of the building) along with 10 (Ten) Nos car parking spaces in Basement (on ownership basis) and 5 (Five) numbers open car parking space at ground floor (on right to use basis) of NBCC PLAZA, Pushp Vihar, Sector-V, New Delhi, as described in the schedule below and hereinafter referred to as "Scheduled Property", for a total cost of Rs. 16,89,38,615.00 (Rupees sixteen crore and eighty nine lac thirty eight thousand six hundred fifteen only). It is agreed and understood that the sale price includes the proportionate price of super area element. The measure of super saleable area and allotment of car parking space shall be governed by following clauses:-
- 1.1 The total super saleable area 9467 Sft at Lot No-VI at 3rd Floor i.e. 2nd Floor Plate from west side of the building along with the designated Ten Nos car parking slots in the basement and Five Nos open car parking spaces at ground level is as per provisions of tender document (NIT No. NBCC/GM/RE/2007/27) on the basis of which the buyer has submitted their tender/bid for this space on lump sum price basis.
- 1.2 That the super area includes entire covered area for Lot No-VI at 3rd Floor along with proportionate share of area under passage, staircase, wall, lifts, lobbies, substation, DG Room, control room, pump room, underground water tank, overhead water tanks, machine rooms, 100% area of attached balconies, AHU rooms etc.
- 1.3 That the price towards area if utilized in expansion of services provided or for adding new proposed services necessitated due to change in statutory requirement will be charged from the buyer in proportion to the super area allotted along with the capital cost of such additions/modifications. All expansion/new services shall be with the prior consultation of the Buyer.



For CONSOLIDATED CONSTRUCTION CONSORTIUM LIMITED

S. SIVARAMA KRISHNAN
Managing Director

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- 1.4 That designated 10 nos (Ten) numbers equivalent car parking spaces in the basement and 5 (Five) numbers car parking spaces in open at ground level entitled to the Buyer are allotted in the basement/ ground floor as per discretion of NBCC. Any request for alternate space will not be entertained under any circumstances. Allotment of car parking slots/spaces are on notional basis and no back up calculations for entitled area shall be provided by the seller.
- 1.5 That the Buyer will not make any structural additions/alterations in the space or other part of the building without written permission from the Seller and the concerned authorities.
- 2 a) Total amount payable by M/s Consolidated Construction Consortium Ltd. for sale of space & parking is as under:-

I) SALE CONSIDERATION

Towards built up space on third floor (Lot No-VI. 2nd Floor Floor Plate from West Side of the Building)) along with 10 (Ten) nos car parking slots in the basement (On Ownership Basis) and 5 (Five) Nos. Car Parking Slots in open at Ground Floor Level (On right to use basis in NBCC Plaza, Pushp Vihar, Sector-V, New Delhi

Rs. 16,89,38,615.00

(Rupees sixteen crore and eighty nine lac thirty eight thousand six hundred fifteen only)

II) ALLIED CHARGES

Towards Ground rent
Applicable from the date of Possession

Rs. Nil

Advance maintenance for one Qtr.
(Applicable from the date of letter of handing over of physical possession of the space)

Rs. 5,68,020.00

Total

Rs. 16,95,06,635.00

Against the above sale NBCC acknowledges having received the following payment through Pay Orders/Demand Drafts as below:

S.No.	Ch./DD/PO No.	Dtd.	Amount	Remarks
i)	168603	14.08.07	Rs. 4,22,34,654.00	SBI

Total Rs. 4,22,34,654.00



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S. SIVARAMA KRISHNAN
Managing Director

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The Buyer undertakes to make the balance sum of Rs 12,72,71,981.00 (Rupees twelve crore twenty two lac thirty four thousand six hundred and fifty four only) on or before the date 12.11.2007 as per acceptance/allotment letter.

- b) That the aforesaid sale will be subject to the requisite permission being accorded by Land and Development Officer, Ministry of Urban Development & Poverty Alleviation, Income Tax Authorities and any other Competent Authority as required under the prevailing rules, letter of allotment of plot to NBCC by Ministry of Urban Development, Govt. of India and also the conditions of the lease deed of the said plot (to be executed by the Seller with Land and Development Officer, Ministry of Urban Development, Government of India). It shall be the responsibility of the Seller to obtain the requisite permission.
- c) That all betterment charges or development levies, over and above the existing charges/levies unearned increase etc., if any charged by the Government or local authorities, shall be borne by the Buyer in proportion to the area purchased, if it relate to the period after the date of physical possession of above premises. The Buyer shall in the same proportion pay to the Seller all other amounts fixed or periodically payable under the terms of the perpetual lease governing the said plot. The Buyer shall keep the Seller indemnified against the said payment(s).
3. The Seller shall complete the sale and effect conveyance of the property to Buyer by executing sub-lease in favour of Buyer after getting the format of sub-lease approved from L&DO. The Buyer shall abide by the terms of lease to be executed between NBCC & L&DO in respect of plot at Pushp Vihar, Sector-V, New Delhi & terms of tender documents vide NIT No.NBCC/RE/2007/27. The Seller shall obtain all requisite permission within a reasonable time from the date of signing of this agreement. Sub Lease Deed shall be signed with the buyer after the Lease deed is signed between NBCC and L & D O which is subject to production of completion certificate from local authorities by the buyer.
4. That the stamp duty and all other charges/expenses in connection with the registration of the space which is the subject matter of the agreement will exclusively be borne by the Buyer as per rate prevailing at the time of registration of the deed.
- 5 a) That the Buyer is entitled to use and occupation of the said space without any interference or hindrance but subject to the terms and conditions stipulations and restrictions contained herein.
- b) Even after execution of the perpetual sub-lease deed in favour of the Buyer, the Seller will continue to have as before the right to make additions, raise storey or put up additional structures as may be permitted by Delhi Development Authority, Municipal Corporation of



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Managing Director

CONSOLIDATED AGREEMENT 3RD FLOOR

Delhi and other competent authorities as the terrace rights will remain with the Seller only and such additional structures and storey shall be the sole property of the Seller who will be entitled to dispose it off in any way he chooses without any interference on the part of the buyer by himself or with one or more or the rest of the Buyers and Buyer hereby consents to the same. The Seller shall be entitled to connect the electric, water, sanitary and drainage sources but at its (Seller's) own cost. The Buyer hereby gives consent to the same and agrees that it shall not be entitled to raise any objection or claim of any reduction in the price of the space agreed to be sold to them and/or to any compensation or damages on the ground of inconvenience or any other ground whatsoever. Any consequent cost incurred for additional services, enhancement in statutory charges/levies due to such additions/raising of storeys etc. shall however be borne by the Seller.

6. That on possession of the said space being given to the Buyer with all rights to enjoy and use, they shall have no claim against the Seller as to any item of work, quality of work, materials installations etc. in the said space or any other ground whatsoever and claim if any shall be deemed to have been waived. All such complaints, defects, if any, are to be got removed by the Buyer from NBCC before taking possession.
7. That 30 (thirty) days after the release of entire sale consideration alongwith allied charges as per allotment letter and terms of tender-cum-e auction document to the Seller physical possession of the said space shall be handed-over to the Buyer. Additions or alterations, if any, in or about or relating to the said building as required to be carried out by the Government/Delhi Development Authority/Delhi Municipal Corporation or any statutory authority or in pursuance to any statutory requirement, the same shall be carried out by the Buyer in Co-operation with the Buyers of other office/shopping space etc., in the same building at their own cost and the Seller shall not be in any manner liable or responsible for the same. All such additions and alterations shall be carried-out after getting the plans thereof sanctioned by the Delhi Development Authority/Delhi Municipal Corporation or other concerned authorities.
8. That maintenance of the building will be arranged by the Seller. The Seller would charge lump sum flat charges @ Rs 20.00 (Rupees Twenty only) per sft per month of allotted saleable super area from the successful bidder from the date of letter of handing over physical possession or physical possession whichever is earlier. After every three years from the date of physical possession of the built up space to the buyer there shall be an increase of 20% (Twenty Percent) in maintenance charges i.e. for first three years the rate applicable shall be Rs 20/- per Sft, after completion of first three years the applicable rate shall be Rs 24/- per Sft and further it shall be Rs 28.80 per Sft and so on.



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- 9 a) The cost towards Final finishing of the Halls, providing ducts for air conditioning, fixing electrical fixtures such as fans, lights is not included in the cost of space. The space buyers shall install such fixtures inside their space at their own cost. The Seller shall install electrical fixtures in common areas as per the requirement ascertained and finalized by the Seller only. The cost towards such fixtures shall be deemed to be included in the rates offered by the space buyer.
- b) Cost on account of modification required by statutory bodies in the services after the date of acceptance letter would be charged to the successful bidder on pro-rata basis.
- c) That any other charges pertaining to facilities other than specified which the buyer would like to avail, shall be paid by the buyer as per actual along with agency charges of 10% (ten percent).
10. The seller has not taken the completion certificate for the building. The buyer shall complete partitions interiors as per his requirements after approval from MCD or statutory authorities and then shall get completion certificate of the built up area sold to the buyer. The seller however, shall assist the buyer in getting the completion certificate from the concerned authorities.
- 11 a) That if any charges are levied, or if any existing charges are enhanced with retrospective effect after the date of possession by Municipal Corporation of Delhi or any other local/central Government Body towards ground/lease rent, vacant land tax/house tax, property tax or any other taxes, levies or charges, the same shall be borne by the buyer on pro-rata basis from the date of actual possession of the space. All such charges/ levies/ costs including past arrears if any for period prior to the date of taking over possession by the Buyer shall be borne by the Seller.
- b) That the House Tax / Property Tax will be payable by the Buyer to Municipal Corporation of Delhi. However, if assessment of House Tax (Property Tax) is not made separately for respective space Buyer and consolidated demand is made by the Municipal Corporation of Delhi for entire building then in that event space Buyer will pay the proportionate share to the Seller on the basis of area of space or the annual letting value as the case may be.
12. Although common areas are charged to in the super area calculations, for this built up space, all the users / occupiers of the building have equal right to use this common space. The buyer shall not have any exclusive right of such common spaces and shall in no way encroach / block such common spaces.
13. As per terms of lease deed, ground rent shall be payable by the buyer in proportion to the space allotted to the buyer w.e.f the date of letter of possession. Ground rent is payable by the buyer to the Seller every




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For CONSOLIDATED CONSTRUCTION CONSORTIUM LIMITED
S. SIVARAMA KRISHNAN
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half yearly, whether demanded or not as the Seller is depositing consolidated payment of ground rent to the L&DO. The delayed payment of Ground rent to the Seller shall attract interest charges at the rates specified by L&DO, which shall be borne by the Buyer.

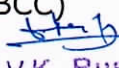
14. That the conditions of contract mentioned in the sale document shall also be mutatis-mutandis applicable to this agreement in so far as those which have not been specifically incorporated in this agreement to sell and the parties shall abide the same.
15. That the Courts in Delhi/New Delhi alone will have jurisdiction to deal with matters arising out of this agreement.
16. That this Agreement has been executed in duplicate. The Seller will retain the copy and the original will be handed over to the Buyer.


IN WITNESS WHEREOF the parties hereto have set their hands on these presents in the presence of witnesses on the day, month and year first above written.

WITNESSES FOR NBCC

1.  (V.K. GOEL)
DGM, REAL ESTATE DIV
NBCC, NBCC BHAWAN.

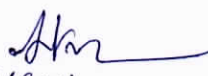
SIGNED BY/ ON BEHALF OF
THE SELLER (NBCC)

 23.09.2007
विके रूस्तोगी / V.K. Rustogi
नियंत्रक / General Manager
एन.बी.सी.सी. लि. / N.B.C.C. Ltd.
लोधी रोड / Lodhi Road,
नई दिल्ली-03 / New Delhi-03

2.  A.K. Kapoor
A.O. Real Estate Div.
NBCC, NBCC BHAWAN.


WITNESSES FOR BUYER

SIGNED BY/ON BEHALF OF THE BUYER

1.  AKHILESH KUMAR
REGIONAL ADMIN MANAGER
A1/263, S.J. ENCLAVE
NEW DELHI - 110029

For CONSOLIDATED CONSTRUCTION CONSORTIUM LIMITED


S. SIVARAMA KRISHNAN
Managing Director

2.  G. BOOPATHI
PLANNING MANAGER
CCCL
A1/263, S.J. ENCLAVE
NEW DELHI - 110029