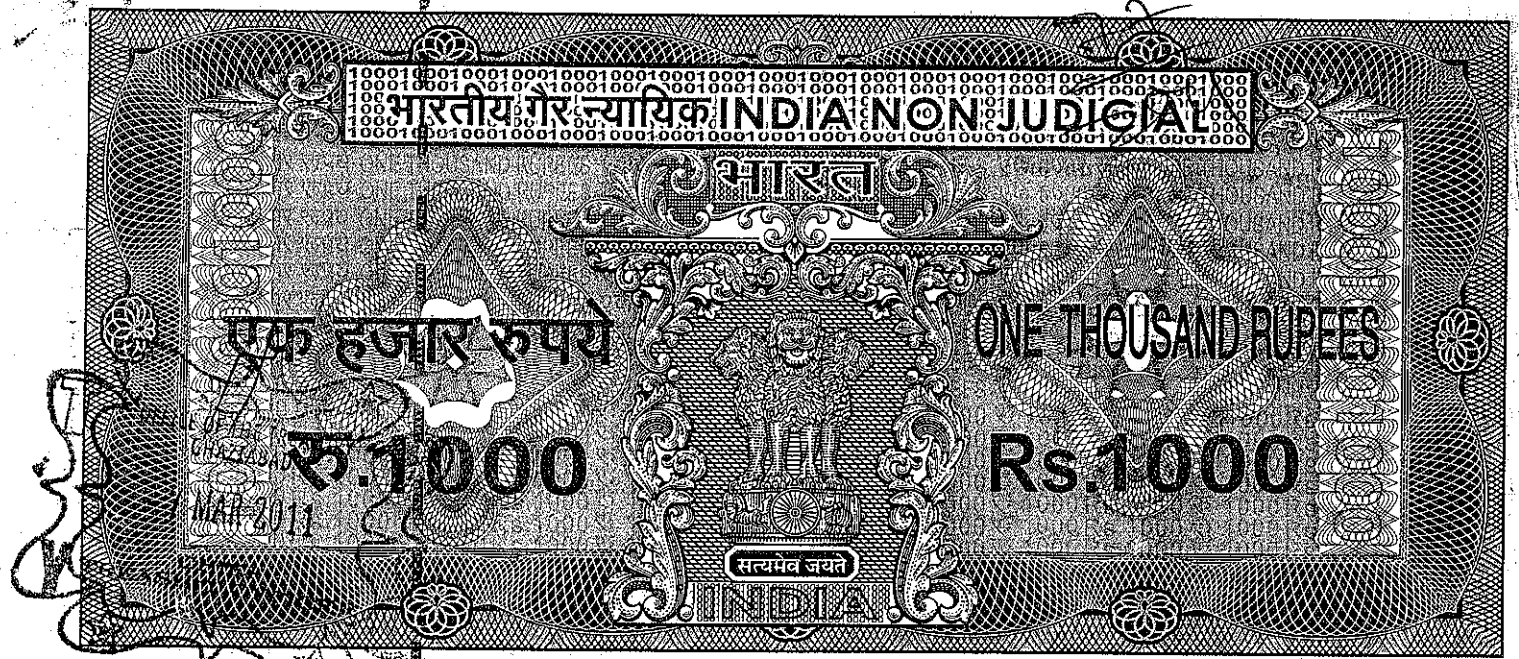




उत्तर प्रदेश UTTAR PRADESH

N 869933

CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT dated 17/03/2011 is made through Consortium of M/s. Agarwal Associates (Promoters) Limited, Private Developer (PD) in continuation of a Consortium Agreement/Memorandum of Understanding (MOU) dated 01-07-2005 submitted to Ghaziabad Development Authority (GDA) for the development of an Integrated Township. Through M/s. Agarwal Associates (Promoters) Limited which is the leading member company of the said consortium incorporated under the provisions of the Companies Act, 1956 and having its registered office at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092, through Mrs. Uma Agarwal W/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092, duly authorized vide document dated 01-07-2005.

And

M/s. Sunglow Builders Private Limited, having its registered office situated at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092, through Mrs. Uma Agarwal W/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092, duly authorized vide document dated 01-07-2005.

And

M/s. V. K. Agarwal & Co. having its office situated at 9/18, Nehru Enclave (East), Kalkaji Extn., New Delhi-110019, through Mrs. Uma Agarwal W/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092, duly authorized vide document dated 01-07-2005.

And

M/s. Manchanda & Manchanda Builders Private Limited, having its registered office situated at HSI 24, Kailash Colony Market, New Delhi-110048, through Mrs. Uma Agarwal W/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092, duly authorized vide document dated 01-07-2005.

[Handwritten signatures]

क्रम सं० 70 स्टाम्प विक्रय की तिथि 17/3/11
 स्टाम्प क्रय करने का प्रयोजन.....
 स्टाम्प क्रय करने वाले का नाम.....
 पता.....
 स्टाम्प की धनराशि..... (500/-) रु

Aggarwal Associates Promoters Ltd
 Dlt.

जितेन्द्र सिंह स्टाम्प विक्रेता
 ला० न० 305, लाईसेन्स की अवधि-31-3-2011
 विक्रय स्थान - 30 प्र० आवास एवं विकास परिषद
 गुरुदास पारिषद, गाजियाबाद

Jitendra
 मुख्याधिकारी नामा आम

10,000.00

60

10,060.00

3,000

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्रीमती मै० अग्रवाल एसोसियेट आदि द्वारा उमा अग्रवाल
 पत्नी श्री स्व बी बी अग्रवाल
 व्यवसाय व्यापार/अन्य/स्त्री

निवासी स्थायी 10 न्यू राजधानी एन्क विकास मार्ग दिल्ली
 अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 17/3/2011 समय 6:20PM
 वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Manish
 प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

17/3/2011

निष्पादन लेखपत्र चाद सुनने व समझने मजमून

मुख्तार कर्ता

श्रीमती मै० अग्रवाल एसोसियेट आदि द्वारा उमा
 अग्रवाल

पत्नी श्री स्व बी बी अग्रवाल

पेशा व्यापार/अन्य/स्त्री

निवासी 10 न्यू राजधानी एन्क विकास मार्ग दिल्ली



मुख्तार

श्री मै० मेगा ड्रीम हाउसिंग आदि आदित्य अग्रवाल

पुत्र श्री स्व बी बी अग्रवाल

पेशा व्यापार/अन्य/स्त्री

निवासी 10 न्यू राजधानी एन्क विकास मार्ग दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री प्रहलाद सिंह चौधरी

पुत्र श्री स्व नाहर सिंह

पेशा व्यापार/अन्य/स्त्री

निवासी 4989 सीलमपुर दिल्ली

व श्री अविनाश चौधरी

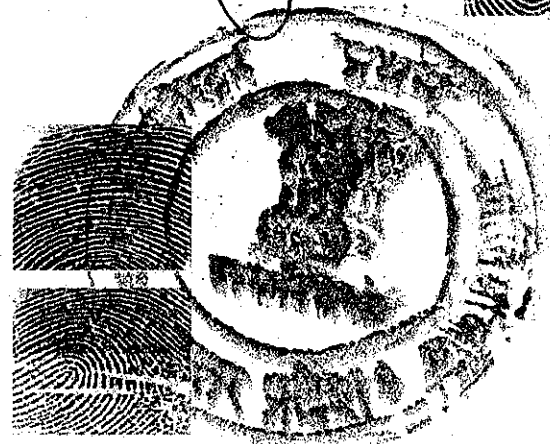
पुत्र श्री रामवीर सिंह

पेशा व्यापार/अन्य/स्त्री

निवासी III A-37 नेहरू नगर गावाड

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Manish
 प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

And

M/s. Mega Dream Housing Private Limited, having its registered office situated at G-79, Preet Vihar, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, duly authorized vide document dated 17-03-2011 :

And

M/s. Kanika Buildwell Private Limited, having its registered office situated at G-79, Preet Vihar, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, duly authorized vide document dated 17-03-2011 :

And

M/s. Joggers Park Infradeveloper Private Limited, having its registered office situated at G-79, Preet Vihar, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, duly authorized vide document dated 17-03-2011 :

And

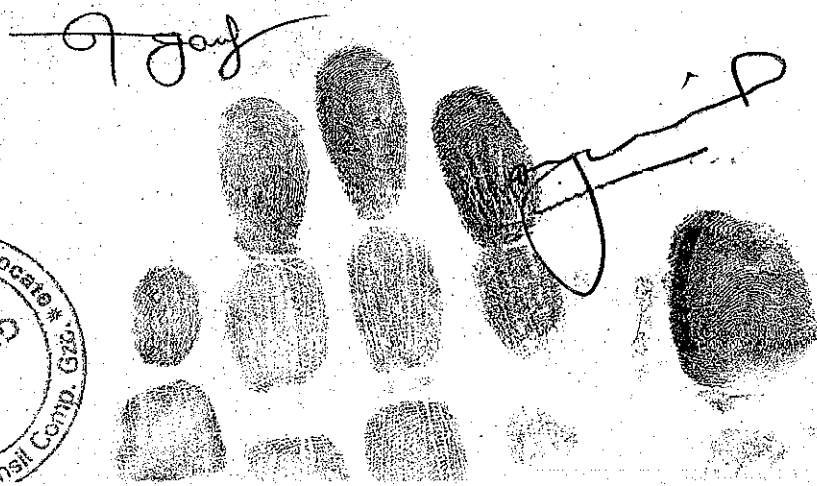
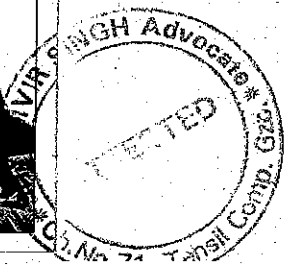
M/s. Agarwal Associates Private Limited, having its registered office situated at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, duly authorized vide document dated 17-03-2011 ;

And

M/s. Agarwal Associates Colonizers Limited, having its registered office situated at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, duly authorized vide document dated 17-03-2011 ;

And

M/s. Garden City Infracon Private Limited, having its registered office situated at G-79, Preet Vihar, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, duly authorized vide document dated 17-03-2011 ;



मुख्तार कर्ता

Registration No.:

77

Year :

2,011

Book No. :

4

0101 मै0 अग्रवाल एसोसियेट आदि द्वारा उमा अग्रवाल

स्व बी बी अग्रवाल

10 न्यू राजधानी एन्क विकास मार्ग दिल्ली

व्यापार/अन्य/स्त्री



And

M/s. Leisure City Buildwell Private Limited, having its registered office situated at G-79, Preet Vihar, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092, duly authorized vide document dated 17-03-2011 ;

And

M/s. Leisure Valley Promoters Private Limited, having its registered office situated at G-79, Preet Vihar, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092, duly authorized vide document dated 17-03-2011 ;

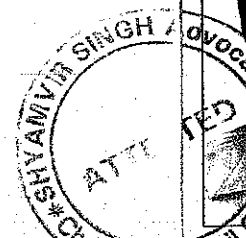
And

M/s. Agarwal Associates Promoters Consortium Limited, having its registered office situated at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092, through Mr. Aditya Agarwal S/o Late Mr. B. B. Agarwal R/o 10, New Rajdhani Enclave, Vikas Marg, Delhi 110092, duly authorized vide document dated 17-03-2011.

WHEREAS all of the above mentioned parties are either members of the consortium/sister concerns have entered and executed in to this CONSORTIUM AGREEMENT to form a Consortium of Developer Companies with the object of development of Integrated Township in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh for selection of Private Developer for development of Integrated Township in the State of Uttar Pradesh.

AND WHEREAS the parties mentioned above had entered in to a MOU on 01-07-2005 to form a consortium, having its main object to develop Township in the state of Uttar Pradesh in terms of GO No. 2711/VIII-1-05-34 VIVIDH/2003 dated 21-05-2005, for its registration as Developer with the Awas Bandhu/Development Authority/Housing & Development Board/Any Other Nominated Authority of the Government of U. P.(Here-in-after referred to as Government Agency) for development of Township(s) and to acquire land, design, develop, finance, construct, operate and maintain the said Township(s) in Uttar Pradesh, here-in-after referred to as Project, on exclusive basis with this Special Purpose Consortium.

AND WHEREAS the Lead member was registered as Private Developer under Category "A" by the Ghaziabad Development Authority (GDA) on 10.02.2006 for the purpose of Land Assembly, Infrastructure Development and Construction Works for Housing Schemes with in Ghaziabad Planning area under the policy on land assembly and infrastructure development for housing schemes through Private Investment in urban areas in Uttar Pradesh declared by the State Government on May 21st, 2005.



मुख्तार

Registration No. :

77

Year :

2,011

Book No. :

4

0201 मै0 मेगा ड्रीम हार्जसिंग आदि आदित्य अग्रवाल
स्व बी बी अग्रवाल
10 न्यू राजधानी एन्क विकास मार्ग दिल्ली
व्यापार/अन्य/स्त्री



AND WHEREAS the GDA later on granted license on 29-05-2006 for development of a housing scheme at Village Shahpur Bamhetta, Tehsil & Distt. Ghaziabad.

AND WHEREAS M/s. Agarwal Associates (Promoters) Limited is the lead member of the Consortium consisting of above entities and having all sort of rights including right of representation before any authority granted vide documents dated 01-07-2005, 23-03-2007 and 20-04-2007.

AND WHEREAS the various parties mentioned here-in-above shall unless contrary or repugnant to the context be deemed to include their executors, representatives, assigns, authorized representatives or successors, as the case may be.

NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER :-

1. LEAD MEMBER

All the Consortium members have mutually decided to appoint M/s. Agarwal Associates (Promoters) Limited as Private Developer and Lead Member of the Consortium.

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT

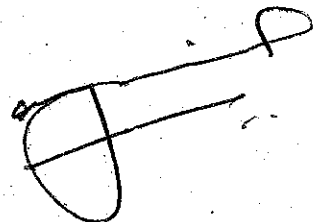
The sole aim of this consortium agreement is for the development of the Integrated Township in the district of Ghaziabad, Uttar Pradesh.

- a. The Lead Member shall prepare and submit a joint proposal for the selection of the Developer Consortium to design, develop, finance, construct, sell, operate and maintain the said Integrated Township.

3. SHAREHOLDING BASIS IN CONSORTIUM

- a. M/s. Agarwal Associates (Promoters) Limited (PD) shall act as a lead member of the Consortium. The other member of the consortium shall execute, if not already executed, a General Power of Attorney in favor of M/s. Agarwal Associates (Promoters) Limited (PD) in relation of the said Integrated Township project through this consortium agreement.
- b. The Shareholding of all the members of the consortium inter-se shall be mutually decided later on.

4. PROJECT MANAGEMENT STRUCTURE AND ROLES OF THE MEMBER





a) M/s. Agarwal Associates (Promoters) Limited will work as a Private Developer as per definition and prescribed conditions of Ghaziabad Development Authority and arrange for technical know how, technical qualification, land assembly, finance arrangement, operational arrangement and construction arrangement for the implementation of the project or will carry on any other work as required by the Government Agency.

b) M/s. Sunglow Builders Private Limited, M/s. Mega Dream Housing Private Limited, M/s. Kanika Buildwell Private Limited, M/s. Joggers Park Infradeveloper Private Limited, M/s. Agarwal Associates Private Limited, M/s. Agarwal Associates Colonizers Limited, M/s. Garden City Infracon Private Limited, M/s. Leisure City Buildwell Private Limited, M/s. Leisure Valley Promoters Private Limited and M/s. Agarwal Associates Promoters Consortium Limited will assist in arranging technical know how, technical qualification, land assembly, finance arrangement, operational arrangement and construction arrangement for the implementation of the project.

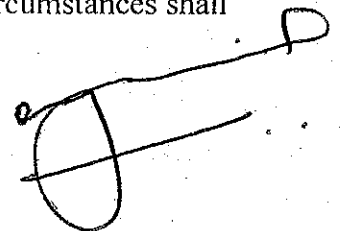
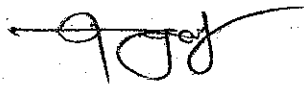
c) M/s. V. K. Aggarwal & Co. and M/s. Manchanda & Manchanda Builders Private Limited will provide/has provided technical know how/technical qualification for the implementation of the project.

5. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION

- a. Up to the Allotment of the Project in the name of Consortium, all cost relating to the Project has been borne by the lead member of the consortium.
- b. The Consortium either through itself or through lead member shall raise loans from the Financial Institutions/Banks for the project and any shortfall in the financing of the Project shall be contributed by the consortium members in the ratio of their shareholding.
- c. Up to or after completion of the Project any profit or loss shall be shared by the Consortium members in the ratio of their shareholding.

6. GENERAL TERMS & CONDITIONS

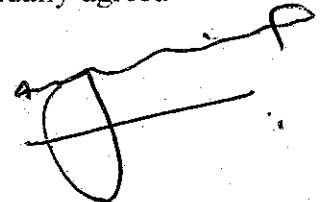
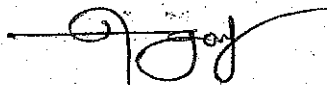
- a. **GOVERNING LAW :** This Consortium Agreement shall in respect be constructed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws, the later shall prevail.
- b. **FORCE MAJEURE :** None of the member shall be held in default in the performance of the obligation under this Consortium Agreement, in such circumstances of force majeure, that is to say, circumstances shall





include, but without any limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the member of the Consortium Agreement undertake to consult each other.

- c. **SETTLEMENT OF DISPUTES** : All members agree to settle amicably all disputes arising out of or concerning this consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the Lead Member who will act as a sole arbitrator, whose decision shall be binding.
- d. **WAIVER** : The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of any subsequent breach.
- e. **TOTALITY** : This Consortium Agreement embodies the entire understanding of the members and there are no promises, terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provision of this Consortium Agreement shall be binding on all the parties unless reduced to writing and signed by them or their duly authorized representatives or duly authorized attorney as amendment to this Consortium Agreement. This Consortium Agreement also supersedes all previous communications and other Consortium Agreement between the members written or oral for this project.
- f. **CONFIDENTIALITY** : All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Uttar Pradesh.
- g. **NOTICES** : Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement at the address appearing in the beginning of the Consortium Agreement.
- h. **MODIFICATION/AMENDMENT** : The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the consortium members.





7. **VALIDITY:**

TERMINATION OF CONSORTIUM AGREEMENT: This Consortium Agreement shall be terminated upon the arrival of the first of the following events:

- a). Upon Completion of the Project.
- b). All the members mutually decide to terminate.

In normal circumstances, the Consortium Agreement shall be valid and enforceable till the completion of the Project.

8. **MISCELLANEOUS/LIABILITY :** Nothing in this agreement shall be construed providing for the sharing of the profit & losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub-contract or Consortium Agreement have any obligation or liability to the other nor shall any remedy be available to the other members, except as expressly written herein. No party shall be liable for any financial compensation arising out of termination of the Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one member or otherwise. This Consortium Agreement is in continuation of the MOU, which was duly registered in the office of Sub-Registrar Seelampur, Delhi, at SL No. 11800 on pages 183 to 187 on 01-07-2005.

IN WITNESSES WHEREOF THE MEMBERS HAVE EXECUTED THIS CONSORTIUM AGREEMENT ON THIS _____ DAY OF _____, 2011, AT GHAZIABAD AND HAVE CAUSED THIS CONSORTIUM AGREEMENT TO BE SIGNED ON THEIR BEHALF IN THE MANNER SET OUT BELOW :

Witnesses :

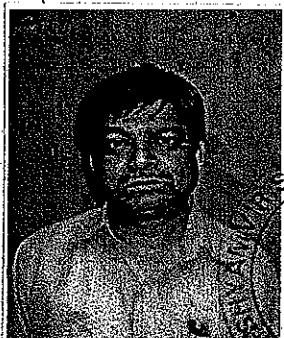
1. *P. S. Chaudhary*
9/9909 Eastab
Seelampur Delhi - 110031

For Agarwal Associates (Promoters) Limited

[Signature]
Authorised Signatory

For Sunglow Builders Private Limited

[Signature]
Authorised Signatory



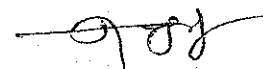


2. ~~At 2nd~~

AVINASH CHOUDHARY.
S/O RAMVEER SINGH.

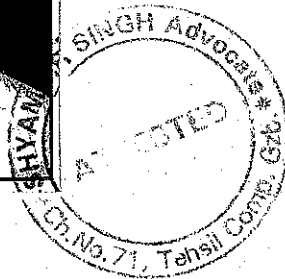
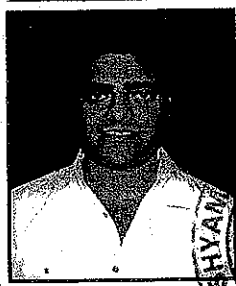
III-A-37 NEHRU NAGAR 6-2-B.

For V. K. Aggarwal & Co.

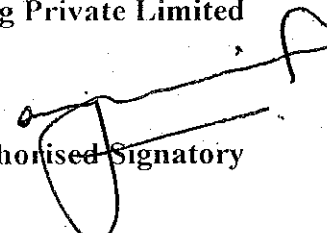

Authorised Signatory

For Manchanda & Manchanda Builders Pvt. Ltd.

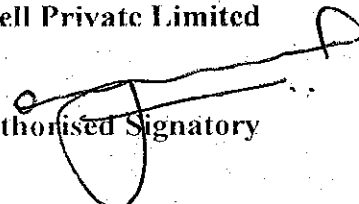

Authorised Signatory



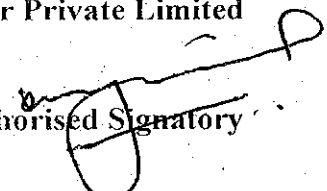
For Mega Dream Housing Private Limited


Authorised Signatory

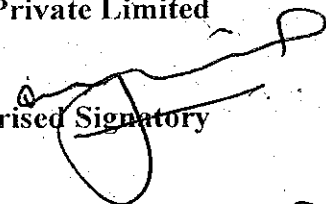
For Kanika Buildwell Private Limited


Authorised Signatory

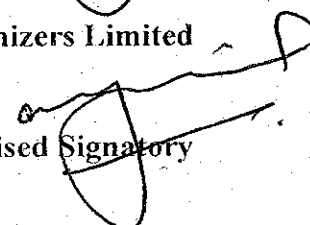
For Joggers Park Infradeveloper Private Limited


Authorised Signatory

For Agarwal Associates Private Limited


Authorised Signatory

For Agarwal Associates Colonizers Limited


Authorised Signatory



For Garden City Infracon Private Limited

Authorised Signatory

For Leisure City Buildwell Private Limited

Authorised Signatory

For Leisure Valley Promoters Private Limited

Authorised Signatory

For Agarwal Associates Promoters Consortium Limited

Authorised Signatory

आज दिनांक 17/03/2011 को

वही सं. 4 जिल्द सं. 824

पृष्ठ सं. 65 से 82 पर क्रमांक 77

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Mentha

प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

17/3/2011

