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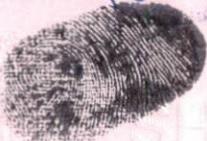


Certificate No. : IN-UP74121701294661V  
 Certificate Issued Date : 17-Nov-2023 01:55 PM  
 Account Reference : NEWIMPACC (SV)/ up14104004/ MATHURA/ UP-MTH  
 Unique Doc. Reference : SUBIN-UPUP1410400443887577828776V  
 Purchased by : OMAXE LTD  
 Description of Document : Article 5 Agreement or Memorandum of an agreement  
 Property Description : NA  
 Consideration Price (Rs.) :  
 First Party : OMAXE LTD  
 Second Party : NA  
 Stamp Duty Paid By : OMAXE LTD  
 Stamp Duty Amount(Rs.) : 1,000  
 (One Thousand only)



Please write or type below this line

M/s OMAXE LIMITED  
Authorized Signatory



Authorised Signatory

M/s SPP Developers & Suppliers Pvt. Ltd.

Director/ Authorized Signatory



M/s GIRRAJ LAND  
Partner/Authorized Representative



M/s Shyam Realty  
Partner/Authorized Representative



M/s Braj Vass Real Estate  
Partner/Authorized Representative



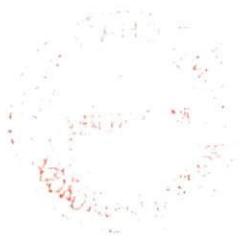
M/s VASUDEV EARTH  
Partner/Authorized Representative



IRD 0008644422



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SHCIL



LIMITED

factory

IRRA LAND

EARTH

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**CONSORTIUM MOU**

**THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the 'MoU') is made and entered into this 17<sup>th</sup> day of the month of November, 2023 by and amongst:

1. **M/s Omaxe Limited** (CIN L74899HR1989PLC051918) (Erstwhile Omaxe Construction Ltd.), a Company incorporated under the provisions of companies Act, 1956, having its registered office at Shop No. 19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon -122001, and Corporate Office at 7, Local Shopping Centre, Kalkaji, New Delhi-110019 through its Authorized Signatory **Mr. Sunil Kumar Solanki** duly authorized vide resolution passed by the Subcommittee of Board of Directors dated 06.11.2023 (hereinafter referred to as "**First Party**", which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;

Handwritten signature in blue ink.

**AND**

2. **M/s Omaxe Be Together Project Developers Private Limited** (earlier known as M/s. Be Together Vrindavan Developers Pvt. Ltd.) having Corporate Identification Number U70200DL2022PTC409081 and PAN AALCB3213, a Company registered under the provisions of the Companies Act, 1956, having its registered office at 7 Local Shopping Centre, Kalkaji, New Delhi-110019 acting through its Authorized Signatory **Mr. Sunil Kumar Solanki** duly authorized vide Board Resolution dated 06.11.2023 (hereinafter referred to as "**Second Party**", which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;

Handwritten signature in blue ink.

**AND**

3. **M/s Braj Vaas Real Estate** (PAN AAXFB6618G), a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at 238 Gopi Nath Bazar, Vrindavan, Mathura-281121 vide Partnership Deed dated 10.02.2021 read with Deed of Admission cum Retirement dated 21.10.2022 duly registered vide Document No. 03004/2022-2023, Registration no. MAT/ 0013717, dated 08.12.2022, before Director of Firms, Agra, Uttar Pradesh (hereinafter referred to as "**Third Party**") having its current Partners Mr. Meghshyam Varshney (PAN AEJPV0718A and Aadhar No. 568833351935) S/o Shri Harish Chand Varshney, Mr. Ashish Kaushik (PAN AUEPK0557A and Aadhar No. 999303611330) S/o Shri Ramesh Chand Kaushik, Ms. Divya Kaushik (PAN CUOPK8726P and 209152781399) D/o Mr. Ramesh Chand Kaushik and Ms. Sweta Kaushik (PAN DYRPK4362M and Aadhar No. 598450112556) D/o Shri Suresh Chand Kaushik (hereinafter individually referred to as the "**Partner**" and collectively referred to as the "**Partners**") and acting through its Partner and

  
**M/s OMAXE LIMITED**  
 Authorized Signatory  


**M/s Shyam Realty**  
 Partner/Authorized Representative  
**M/s Omaxe Be Together Project Developers Private Limited**  
 Authorized Signatory  


**M/s Braj Vass Real Estate**  
 Partner/Authorized Representative  


**M/s VASUDEV EARTH**  
 Partner/Authorized Representative  


**M/s SPP Developers & Suppliers Pvt. Ltd.**  
 Director/ Authorized Signatory  


**M/s GIRRAJ LAND**  
 Partner/Authorized Representative  


STATE OF TEXAS

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Authorized Representative **Mr. Meghshyam Varshney** in terms of Clause 15 of the Partnership Deed, which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the Third Party and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc. of the THIRD PART;

AND

4. **M/s Vasudev Earth** (PAN AAWFV1101F), a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 vide Partnership dated 04.05.2022, read with Deed of Retirement dated 16.11.2022, duly registered vide Document No. 03006/2022-2023 registration no. MAT/0013719 dated 08.12.2022 before Director of Firms, Agra, Uttar Pradesh (hereinafter referred to as "**Fourth Party**") having its current Partners Mr. Meghshyam Varshney (PAN AEIPV0718A and Aadhar No. 568833351935) S/o Shri Harish Chand Varshney, Ms. Sweta Kaushik (PAN DYRPK4362M and Aadhar No. 598450112556) D/o Shri Suresh Chand Kaushik, Mr. Ashish Kaushik (PAN AUEPK0557A and Aadhar No. 999303611330) S/o Shri Ramesh Chand Kaushik, Mrs. Vandana Bhargava (PAN BIRPB3790E and Aadhar No. 566183796657) W/o Mr. Neeraj Sharma R/o H. No. A-62, Sector 39, Near Golf Course Metro Station, Noida, Gautam Budh Nagar, Uttar Pradesh-201301, Ms. Mansi Kaushik (PAN INJPK1324M and Aadhar No. 866718307847) D/o Mr. Ramesh Chandra Kaushik R/o H. No.-C 16, Bank Colony, Krishna Nagar, Mathura, Uttar Pradesh-281004 (hereinafter individually referred to as the "**Partner**" and collectively referred to as the "**Partners**"), and acting through its Partner and Authorized Representative **Mr. Meghshyam Varshney** in terms of Clause 15 of the Partnership Deed, which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the **Fourth Party** and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc. of the FOURTH PART;

AND

5. **M/s Shyam Realty** (PAN AEVFS7706L), a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 vide Partnership Deed dated 07.10.2022 read with Deed of Retirement dated 16.11.2022 duly registered vide Document No. MAT/ 19718 dated 08.12.2022, before Director of Firms, Agra, Uttar Pradesh (hereinafter referred to as "**Fifth Party**") having its current Partners Mr. Meghshyam Varshney (PAN AEIPV0718A and Aadhar No. 568833351935) S/o Shri Harish Chand Varshney, Ms. Sweta Kaushik (PAN DYRPK4362M and Aadhar No. 598450112556) D/o Shri Suresh Chand Kaushik, Mr. Ashish Kaushik (PAN

M/s Shyam Realty  
मेघश्याम वास्वानी  
Partner/Authorized Representative

M/s SPP Developers & Suppliers Pvt. Ltd.  
मेघश्याम वास्वानी  
Director/ Authorized Signatory

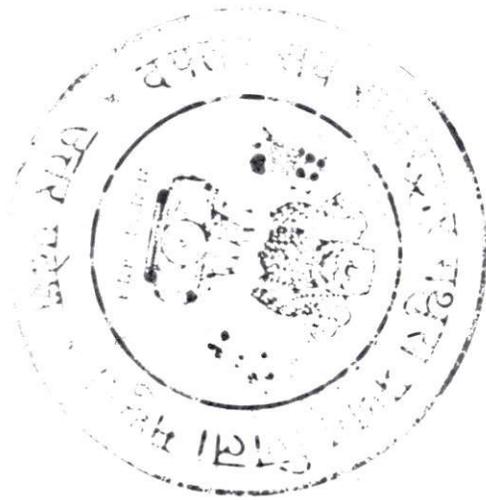
M/s OMAXE LIMITED  
मेघश्याम वास्वानी  
Authorized Signatory

M/s Omaxe Be Together Project Developers Private Limited  
मेघश्याम वास्वानी  
Authorized Signatory

M/s GIRRAJ LAND  
मेघश्याम वास्वानी  
Partner/Authorized Representative

M/s Braj Vass Real Estate  
मेघश्याम वास्वानी  
Partner/Authorized Representative

M/s VASUDEV EARTH  
मेघश्याम वास्वानी  
Partner/Authorized Representative



AUEPK0557A and Aadhar No. 999303611330) S/o Shri Ramesh Chand Kaushik, Mrs. Vandana Bhargava (PAN BIRPB3790E and Aadhar No. 566183796657) W/o Mr. Neeraj Sharma R/o H. No. A-62, Sector 39, Near Golf Course Metro Station, Noida, Gautam Budh Nagar, Uttar Pradesh-201301, Ms. Mansi Kaushik (PAN INJPK1324M and Aadhar No. 866718307847) D/o Mr. Ramesh Chandra Kaushik R/o H. No.-C 16, Bank Colony, Krishna Nagar, Mathura, Uttar Pradesh-281004 (hereinafter individually referred to as the “Partner” and collectively referred to as the “Partners”), and acting through its Partner and Authorized Representative **Mr. Meghshyam Varshney** in terms of Clause 15 of the Partnership Deed, which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the Fifth Party and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc. of the FIFTH PART;

AND

6. **M/s Girraj Land** (PAN AAYFG9128M), a Partnership Firm duly constituted under the provisions of Partnership Act, 1932 having its registered office at C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 vide Partnership Deed dated 07.10.2022 read with Deed of Retirement dated 16.11.2022 duly registered vide Document No. 03003/2022-2023, Registration no. MAT/0013716, dated 08.12.2022, before Director of Firms, Agra, Uttar Pradesh (hereinafter referred to as “Sixth Party”) having its current Partners Mr. Meghshyam Varshney (PAN AEIPV0718A and Aadhar No. 568833351935) S/o Shri Harish Chand Varshney, Ms. Sweta Kaushik (PAN DYRPK4362M and Aadhar No. 598450112556) D/o Shri Suresh Chand Kaushik, Mr. Ashish Kaushik (PAN AUEPK0557A and Aadhar No. 999303611330) S/o Shri Ramesh Chand Kaushik, Mrs. Vandana Bhargava (PAN BIRPB3790E and Aadhar No. 566183796657) W/o Mr. Neeraj Sharma R/o H. No. A-62, Sector 39, Near Golf Course Metro Station, Noida, Gautam Budh Nagar, Uttar Pradesh-201301, Ms. Mansi Kaushik (PAN INJPK1324M and Aadhar No. 866718307847) D/o Mr. Ramesh Chandra Kaushik R/o H. No.-C 16, Bank Colony, Krishna Nagar, Mathura, Uttar Pradesh-281004 (hereinafter individually referred to as the “Partner” and collectively referred to as the “Partners”), and acting through its Partner and Authorized Representative **Mr. Meghshyam Varshney** in terms of Clause 15 of the Partnership Deed, which expression, unless repugnant to the context of this Deed, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the Sixth Party and also the Partners (both in their personal capacity and as Partners of the concern) and their respective heirs, administrators, legal representatives, successors, executors, assigns etc. of the SIXTH PART;

AND

7. **M/s SPP Developers & Suppliers Pvt. Ltd.**, Corporate Identification Number U70109DL2012PTC241823 and PAN AASCS0817Q, a Company registered under the

**M/s Shyam Realty**  
मेघश्याम वाल्कीय  
Partner/Authorised Representative

**M/s OMAXE LIMITED**  
Authorised Signatory

**M/s Omaxe Be Together Project Developers Private Limited**  
Authorised Signatory

**M/s SPP Developers & Suppliers Pvt. Ltd.**  
मेघश्याम वाल्कीय  
Director/ Authorized Signatory

**M/s GIRRAJ LAND**  
मेघश्याम वाल्कीय  
Partner/Authorized Representative

**M/s Braj Vass Real Estate**  
मेघश्याम वाल्कीय  
Partner/Authorized Representative

**M/s VASUDEV EARTH**  
मेघश्याम वाल्कीय  
Partner/Authorized Representative



provisions of the Companies Act, 1956, having its registered office at B-158, Second Floor Priyadarshini Vihar, New Delhi-110092 and acting through its Authorized Signatory **Mr. Meghshyam Varshney** authorized vide Board Resolution dated 10.02.2023 (hereinafter referred to as the "Seventh Party") which expression, unless repugnant to the context of this agreement, shall mean and include administrators, legal representatives, successors, executors, assigns etc. of the **SEVENTH PART**.

All the above parties for the purpose of this MOU hereinafter individually called the Member' and collectively called the 'Members.'

**WHEREAS:**

- a) The Members intend to develop Township at Village Raal & Magera, Tehsil Sadar and District. Mathura, Uttar Pradesh in accordance with the provisions of Uttar Pradesh Township Policy (hereinafter referred to as "Policy" issued vide Government Order No. 1559/8-3-23-172 Vividh/2016/TC, Dated 5th July, 2023;
- b) All the above-mentioned Members being desirous of developing an Integrated Township Project, have agreed join hands in the form of a Consortium to provide the financial, technical, managerial and other services for the Integrated Township Project on the terms and conditions as set forth in this MoU and to enter and execute this Consortium MOU to form a consortium with an object of submitting the layout plan and for obtaining all sanctions, approvals, permissions, registrations etc. from all competent authorities for development/construction/sale of an Integrated Township Project at Mathura/Vrindavan in the State of Uttar Pradesh through the First Party, i.e., M/s Omaxe Ltd. as Lead Member as per terms enumerated herein.
- c) The Second Party as One Part and the Third Party, Fourth Party, Fifth Party, Sixth Party and Seventh Party as Other Part have earlier entered into necessary arrangement for development of Integrated Township Project on land at Mathura-Vrindavan, Uttar Pradesh.
- d) It is agreed that the Third Party, Fourth Party, Fifth Party, Sixth Party and Seventh Party shall arrange for land for development of the Integrated Township Project. The First Party, as Private Developer as per definition of Mathura-Vrindavan Development Authority, Mathura and as Lead Member shall arrange to apply and obtain necessary permission(s)/approval(s) from the concerned authorities with respect to construction and development of the Integrated Township Project. Both the First Party and the Second Party shall undertake development, marketing and advertising of the Integrated Township Project.

M/s Shyam Realty

मेघश्याम वार्ष्णेय  
Partner/Authorized Representative

M/s SPP Developers & Suppliers Pvt. Ltd.

मेघश्याम वार्ष्णेय  
Director/ Authorized Signatory

M/s OMAXE LIMITED

मेघश्याम वार्ष्णेय  
Authorized Signatory

M/s Omaxe Be Together Project Developers Private Limited

मेघश्याम वार्ष्णेय  
Authorized Signatory

M/s GIRRAJ LAND

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Partner/Authorized Representative

M/s Braj Vass Real Estate

मेघश्याम वार्ष्णेय  
Partner/Authorized Representative

M/s VASUDEV EARTH

मेघश्याम वार्ष्णेय  
Partner/Authorized Representative



- e) The Consortium Members have agreed to use trademark and trade name of the First Party and the Second Party in the name of the Project to be developed by the Consortium.

**NOW, THEREFORE, THIS MOU WITNESSES AS FOLLOWS:-**

In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 **Definitions** Capitalized terms used in this MoU shall have their respective defined meanings, and/or shall have the meanings specified in the Uttar Pradesh Township Policy-2023 and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

- a) 'Applicant' means the Consortium Applicant;
- b) 'Authority' means the Uttar Pradesh Housing and Development Board or the respective Development Authority as the case may be;
- c) 'Company' means a company formed and registered under the Companies Act, 1956/ 2013;
- d) 'Consortium' means the Consortium formed between the Members in accordance with this MoU;
- e) 'Development Authority' means Development Authority as defined in section-2 (g) of Uttar Pradesh Urban Planning and Development Act, 1973;
- f) 'Housing Commissioner' means the Housing Commissioner of the Uttar Pradesh Housing and Development Board;
- g) 'Township' means a self-contained township planned, designed and developed in accordance with the provisions of Uttar Pradesh Township Policy-2023;
- h) 'Lead Member' means the member of the Consortium which has been designated so by the other members of the Consortium as per the eligibility conditions laid down in the Uttar Pradesh Township Policy-2023 and also authorized to take the lead in the management of the Consortium's affairs;
- i) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- j) 'MoU' (Memorandum of Understanding) means a legal document describing the tenure and details of an agreement between two or more parties, including each

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शुभम शर्मा  
Partner/Authorized Representative

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शुभम शर्मा  
Director/ Authorized Signatory

M/s OMAXE LIMITED  
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Partner/Authorized Representative

M/s VASUDEV EARTH  
शुभम शर्मा  
Partner/Authorized Representative



party's role and responsibilities.

- k) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/ 2013;
- l) 'Private Developer' means an individual, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development and to whom a license has been granted by the Authority;
- m) 'Project' means the proposed Township for which the Applicant intends to procure license;
- n) 'Turnover' means as defined under section-2(91) of the Companies Act, 1956/ 2013;
- o) 'U.P. Housing and Development Board' means Board as defined in section-2 (d) of Uttar Pradesh Avastha Vikas Parishad Adhiniyam, 1965;
- p) 'Vice Chairman' means the Vice Chairman of the concerned Development Authority.

## 1.2. Interpretation

- a) For the purpose of this MOU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MoU.
- d) References to the word 'include' and 'including' shall be construed without limitation.
- e) Any reference to 'day' shall mean a reference to a calendar day.

## 2. PURPOSE OF CONSORTIUM MOU

- 2.1 The purpose of this MoU is to specify the responsibilities of the Members towards the execution of the Project including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.

M/s Shyam Realty  
शुभम शर्मा  
Partner/Authorised Representative

M/s OMAXE LIMITED  
Authorized Signatory

M/s Omaxe Be Together Project Developers Private Limited  
Authorized Signatory

M/s SPP Developers & Suppliers Pvt. Ltd.  
शुभम शर्मा  
Director/ Authorized Signatory

M/s GIRRAJ LAND  
शुभम शर्मा  
Partner/Authorized Representative

M/s Braj Vass Real Estate  
शुभम शर्मा  
Partner/Authorized Representative

M/s VASUDEV EARTH  
शुभम शर्मा  
Partner/Authorized Representative



3. DURATION

3.1 This MoU shall come into force and effect on as of the date of signing of this MoU by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project. The termination would be subject to clauses 16.5 to 16.8.

4. COORDINATOR

4.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the MoU, M/s. Omaxe Ltd. has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire Project.

4.2 The Parties hereby agree that the First Party, as Private Developer as per definition of Mathura-Vrindavan Development Authority, Mathura and as Lead Member shall arrange to apply and obtain necessary permission(s)/approval(s) from the concerned authorities with respect to construction and development of the Integrated Township Project. The Third Party, Fourth Party, Fifth Party, Sixth Party and Seventh Party shall arrange for land for development of the Integrated Township Project. Both the First Party and the Second Party shall undertake development, marketing and advertising of the Integrated Township Project.

4.3 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.

4.4 All instructions/communications from the Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.

4.5 For the avoidance of doubt, it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by them under this MOU.

M/s Shyam Realty  
शेखराम बालीय  
Partner/Authorized Representative

M/s SPP Developers & Suppliers Pvt. Ltd.  
शेखराम बालीय  
Director/ Authorized Signatory

M/s OMAXE LIMITED  
शेखराम बालीय  
Authorized Signatory

M/s Omaxe Be Together Project Developers Private Limited  
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शेखराम बालीय  
Partner/Authorized Representative

M/s VASUDEV EARTH  
शेखराम बालीय  
Partner/Authorized Representative



5. **CHANGE IN OWNERSHIP**

The First Party shall continue to hold 30% of the subscribed and paid equity of the Second Party till completion of the Project and shall not reduce its equity contribution in the Second Party till completion of the Project without prior consent of the Third Party to Seventh Party.

6. **SHAREHOLDING BASIS IN CONSORTIUM**

6.1 The Shareholding of the members of the Consortium shall be as under:

**First Party: 51 %; Second Party: 9%; Third Party, Fourth Party, Fifth Party, Sixth Party and Seventh Party: 40%**

6.2 The Consortium Members shall share the gross sale proceeds in proportion to their shareholdings after deducting Pass Through Charges.

7. **PROJECT MANAGEMENT STRUCTURE AND ROLES OF THE MEMBERS**

7.1 The Parties hereby agree that the First Party, as Private Developer as per definition of Mathura-Vrindavan Development Authority, Mathura and as Lead Member shall arrange to apply and obtain necessary permission(s)/approval(s) from the concerned authorities with respect to construction and development of the Integrated Township Project. The Third Party, Fourth Party, Fifth Party, Sixth Party and Seventh Party shall arrange for land for development of the Integrated Township Project and both the First Party and the Second Party shall undertake marketing and advertising of the Integrated Township Project.

7.2 The Parties further agree that the turnover and net worth of Lead Member of the Consortium shall be taken as a parameter for issuance of license for development of Integrated Township Project by the concerned authority.

8. **RIGHTS AND OBLIGATIONS**

8.1. For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible.

8.2. The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.

8.3. The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.

M/s Shyam Realty  
शेखरप्रताप चौधरी  
Partner/Authorised Representative

M/s SPP Developers & Suppliers Pvt. Ltd.  
शेखरप्रताप चौधरी  
Director/ Authorized Signatory

M/s OMAXE LIMITED  
शेखरप्रताप चौधरी  
Authorized Signatory

M/s Omaxe Be Together Project Developers Private Limited  
शेखरप्रताप चौधरी  
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Partner/Authorized Representative

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शेखरप्रताप चौधरी  
Partner/Authorized Representative

M/s VASUDEV EARTH  
शेखरप्रताप चौधरी  
Partner/Authorized Representative





8.4. Each Member shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all of its obligations under this MoU.

**9. RESPONSIBILITIES TOWARDS EACH OTHER**

9.1. (a) Each Member undertake:

- i. to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Project; and
  - ii. to inform other Members of relevant communications it receives from third parties in relation to the Project.
- b) Each Member shall act in good faith and use reasonable efforts to ensure time bound compliance of their obligations under this MoU and promptly act to correct any error therein as soon as it came into the knowledge.
- c) Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this MoU and also abide by the terms and condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.
- d) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third party benefit.

**10. LIABILITIES**

10.1. Liability towards each other:

The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this MoU.

10.2. Indemnification of a Member for each other:

Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

M/s Shyam Realty  
शुभ्रश्याम वास्तु  
Partner/Authorised Representative  
M/s Omaxe Be Together Project Developers Private Limited

M/s SPP Developers & Suppliers Pvt. Ltd.  
शुभ्रश्याम वास्तु  
Director/ Authorized Signatory

M/s OMAXE LIMITED  
शुभ्रश्याम वास्तु  
Authorized Signatory

M/s GIRRAJ LAND  
शुभ्रश्याम वास्तु  
Partner/Authorized Representative

M/s Braj Vass Real Estate  
शुभ्रश्याम वास्तु  
Partner/Authorized Representative

M/s VASUDEV EARTH  
शुभ्रश्याम वास्तु  
Partner/Authorized Representative



25

**10.3. Liability towards Third Parties:**

Subject always to such other undertakings and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or knowhow.

**11. REPRESENTATION AND WARRANTIES**

**11.1** The Members hereby represent and warrant that:

- a) They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this MoU and to perform their obligations under this MOU.
- b) This MoU constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this MoU and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and by which the Members are or may be bound.
- c) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this MoU.
- d) The Members have read, understood and agreed with the terms and conditions of this MoU.

**12. NOTICES**

**12.1.** Notices, demands or other communication required or permitted to be given or made under this MoU shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written continuation of receipt or by registered letter or by courier subsequently confirmed by letter.

**12.2.** Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address.

**13. ARBITRATION**

**13.1.** Any and all disputes or differences between the Members arising out of or in connection

M/s SHYAM REALTY  
मेधराम बालीय  
Partner/Authorised Representative

M/s OMAXE LIMITED  
Authorised Representative

M/s Omaxe Be Together Project Developers Private Limited  
Authorised Signatory

M/s SPP Developers & Suppliers Pvt. Ltd.  
मेधराम बालीय  
Director/ Authorized Signatory

M/s GIRRAU LAND  
मेधराम बालीय  
Partner/Authorised Representative

M/s Braj Vass Real Estate  
मेधराम बालीय  
Partner/Authorised Representative

M/s VASUDEV EARTH  
मेधराम बालीय  
Partner/Authorised Representative



with this MoU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

- 13.2. Any dispute arising in connection with this MoU which cannot be resolved by the Members in accordance with the terms of this MoU shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration

14. **FORCE MAJEURE**

None of the members shall be held in default in the performance of the obligation, under this MoU, in the events of force majeure which without any limitation include war, civil, commotion, riots/ Act of God, Government Action. In the event of force majeure, the members of the Consortium MoU undertake to consult each other.

15. **TERMINATION OF CONSORTIUM MOU**

This Consortium MoU may be terminated upon the arrival of the first of following events:-

- 15.1 Rejection of the application for grant of license by the Authority.  
15.2 Upon exit from the Uttar Pradesh Township Policy subject to terms and conditions of the Policy.  
15.3 Upon completion of the Project.

16. **MISCELLANEOUS**

- 16.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.  
16.2 Any provision of this MoU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.  
16.3 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.  
16.4 The Schedule-1 shall have the same force and effect as if expressly set in the body of

M/s Shyam Realty  
मेधराम बालोड  
Partner/Authorised Representative

M/s OMARE LIMITED  
मेधराम बालोड  
Authorized Signatory

M/s Omaxe Be Together Project Developers Private Limited  
मेधराम बालोड  
Authorised Signatory

M/s SPP Developers & Suppliers Pvt. Ltd.  
मेधराम बालोड  
Director/ Authorized Signatory

M/s GIRRAJ LAND  
मेधराम बालोड  
Partner/Authorised Representative

M/s Braj Vass Real Estate  
मेधराम बालोड  
Partner/Authorised Representative

M/s VASUDEV EARTH  
मेधराम बालोड  
Partner/Authorised Representative



this MoU and any reference to this MoU shall include the Schedule-1.

- 16.5 Any Member of the Consortium can only be changed with the prior approval of the concerned authority subject to fulfilment of minimum financial capability of the Consortium.
- 16.6 Lead Member can only be changed with the prior approval of the committee under the Chairmanship of Principal Secretary/Addl. Chief Secretary Housing and Urban Planning Department, GoUP on recommendation of Authority (Board) subject to completion of all development works under the first Development Agreement including construction of the prescribed number of houses for the Economically Weaker Section and Low Income Group families, development/construction of public amenities and development of village. Abadies falling within the Project area as envisaged and approved under the project.
- 16.7 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted to the Authority by the Lead Member.
- 16.8 No variation or modification to the terms of this MoU shall be made except as may be permitted by the concerned Authority.

SPP Developers & Suppliers Pvt. Ltd.  
મેઘરયાન વાલ્જાન  
Director/ Authorized Signatory

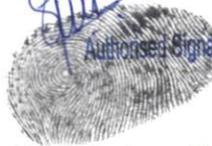
M/s OMAXE LIMITED

Authorized Signatory



M/s Omaxe Be Together Project Developers Private Limited

Authorized Signatory



M/s GIRRAJ LAND

મેઘરયાન વાલ્જાન  
Partner/Authorized Representative



M/s Shyam Realty

મેઘરયાન વાલ્જાન  
Partner/Authorised Representative



M/s Braj Vass Real Estate

મેઘરયાન વાલ્જાન  
Partner/Authorized Representative



M/s VASUDEV EARTH

મેઘરયાન વાલ્જાન  
Partner/Authorized Representative





IN WITNESS WHEREOF, the Members have entered into this MoU on the day, month and year first mentioned above.

For M/s Omaxe Ltd.

M/S OMAXE LIMITED

Authorized Signatory  
First Party/Lead Member:

For M/s Omaxe Be Together Project Developers Pvt. Ltd.

M/s Omaxe Be Together Project Developers Private Limited

Authorized Signatory  
Second Party

For M/s Braj Vaas Real Estate

मेधराम बाळीय  
Partner/Authorized Representative



Authorized Signatory  
Third Party

For M/s Vasudev Earth

मेधराम बाळीय  
Partner/Authorized Representative



Authorized Signatory  
Fourth Party

For M/s Shyam Realty

M/s Shyam Realty  
मेधराम बाळीय  
Partner/Authorized Representative



Authorized Signatory  
Fifth Party

For M/s Giriraj Land

M/s GIRRAJ LAND  
मेधराम बाळीय  
Partner/Authorized Representative



Authorized Signatory  
Sixth Party



पु.

पुस्तक

संख्या

पुस्तक संख्या

पुस्तक संख्या

पुस्तक संख्या

पुस्तक संख्या

पुस्तक संख्या



For M/s SPP Developers & Suppliers Pvt. Ltd.

M/s SPP Developers & Suppliers Pvt. Ltd.

अश्वयुक्त बाबु

Director/ Authorized Signatory

Authorized Signatory  
Seventh Party



WITNESSES:

- 1.
- 2.



शुभकार त्रिपाठी  
HAROR



Gaurav Goel  
श्री सुधीर प्रकाश  
Civilian-2 Palan  
Goel





**Schedule-1**

**Roles and Responsibilities of Each Individual Member of the Consortium**  
(Refer Clause-4.1, 4.4 and 17.4)

(Describe the Roles and Responsibilities of each individual Member of the Consortium)

SI. No.	Type of Member	Average Annual Turn Over of the last three financial years (Rs. Crore)	Annual Net Worth of last three financial years (Rs. Crore)	Roles and Responsibilities
1	2	3	4	5
1.	Lead Member Name: <b>M/s Omaxe Ltd.</b> Address: Shop No. 19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon -122001	392.60	395.73	Construction and development, marketing, advertising, selling and leasing of saleable/leasable area of the Project.
2.	Member-1 Name: <b>M/s Omaxe Be Together Project Developers Pvt. Ltd.</b> Address: 7 Local Shopping Centre, Kalkaji, New Delhi-110019 Phone No.....	NIL	NIL	Development, Marketing and advertising of the Project

M/s  
Authorized Signatory



**M/s GIRRAJ LAND**  
मेघरमण वाळोड  
Partner/Authorized Representative



Authorized Signatory



**M/s Shyam Realty**  
मेघरमण वाळोड  
Partner/Authorized Representative



**M/s VASUDEV EARTH**  
मेघरमण वाळोड  
Partner/Authorized Representative




**M/s SPP Developers & Suppliers Pvt. Ltd.**  
मेघरमण वाळोड  
Director/ Authorized Signatory



**Vass Real Estate**  
मेघरमण वाळोड  
Partner/Authorized Representative



आवेदन सं०: 202300764065074

अनुबंध विलेख/घोषणा पत्र

वही सं०: 4

रजिस्ट्रेशन सं०: 460

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 40 योग : 140

श्री ओमेक्स लि० द्वारा  
सुनील कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री यशपाल सिंह  
व्यवसाय : व्यापार  
निवासी: ओमेक्स सिटी वृन्दावन मथुरा




श्री, ओमेक्स लि० द्वारा

सुनील कुमार अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 17/11/2023 एवं 05:18:59  
PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



ए० के० त्रिपाठी

उप निबंधक :सदर प्रथम

मथुरा  
17/11/2023

प्रदीप अग्रियाय .

निबंधक लिपिक

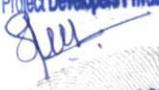
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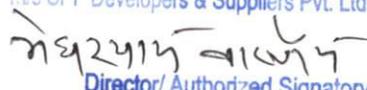


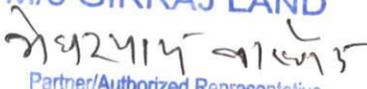
17/11/2023

3.	Member-2 Name: <b>M/s Braj Vaas Real Estate</b> Address: 238 Gopi Nath Bazar, Vrindavan, Mathura-281121 Phone No.....	NIL	NIL	To arrange for land for development of the Project
4.	Member-3 Name: <b>M/s Vasudev Earth</b> Address: C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 Phone No.....	NIL	NIL	To arrange for land for development of the Project
5.	Member-4 Name: <b>M/s Shyam Realty</b> Address: C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 Phone No.....	NIL	NIL	To arrange for land for development of the Project

  
M/s OMAXE LIMITED  
Authorized Signatory

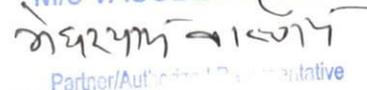
M/s Omaxe Be Together Project Developers Private Limited  
  
Authorized Signatory

M/s SPP Developers & Suppliers Pvt. Ltd.  
  
Director/ Authorized Signatory

M/s GIRRAJ LAND  
  
Partner/Authorized Representative

M/s Shyam Realty  
  
Partner/Authorized Representative

M/s Braj Vass Real Estate  
  
Partner/Authorized Representative

M/s VASUDEV EARTH  
  
Partner/Authorized Representative









आवेदन सं०: 202300764065074

बही सं०: 4

रजिस्ट्रेशन सं०: 460

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने भजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री ओमेक्स लि० के द्वारा सुनील कुमार , पुत्र श्री यशपाल सिंह

निवासी: ओमेक्स सिटी वृन्दावन मथुरा

व्यवसाय: व्यापार



द्वितीय पक्ष: 1

श्री ब्रजवास रियल एस्टेट आदि के द्वारा मेघश्याम वाणोंय , पुत्र श्री हरीशचन्द्र

निवासी: 238 गोपी नाथ बाजार वृन्दावन मथुरा

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री पंकज कुमार त्यागी, पुत्र श्री राजेश्वर त्यागी

निवासी: 1016 न्यू श्री नगर हापुड गाजियाबाद

व्यवसाय: व्यापार



पहचानकर्ता : 2

श्री गौरव गोयल , पुत्र श्री सत्य प्रकाश

निवासी: बी -2 सिविल लाइन्स पलवल हरियाणा

व्यवसाय: व्यापार

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी :

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

ए० के० त्रिपाठी

उप निबंधक : सदर प्रथम

मथुरा

17/11/2023

प्रदीप उपाध्याय .

निबंधक (नैपिक) मथुरा

17/11/2023

प्रिंट करें

6.	Member-5 Name: <b>M/s Girraj Land</b> Address: C 16, Geeta Enclaves, Bank Colony, Krishna Nagar, Mathura-281004 Phone No.....	NIL	NIL	To arrange for land for development of the Project
7.	Member-6 Name: <b>M/s SPP Developers &amp; Suppliers Pvt. Ltd.</b> Address: B-158, Second Floor Priyadarshini Vihar, New Delhi-110092 Phone No.....	NIL	NIL	To arrange for land for development of the Project
Total		392.60	395.73	

  
M/s OMAXE LIMITED  
Authorized Signatory

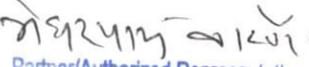
M/s Omaxe Be Together Project Developers Private Limited

  
Authorized Signatory

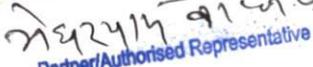
M/s SPP Developers & Suppliers Pvt. Ltd.

  
Director/ Authorized Signatory

M/s GIRRAJ LAND

  
Partner/Authorized Representative

M/s Shyam Realty

  
Partner/Authorized Representative

M/s Braj Vass Real Estate

  
Partner/Authorized Representative

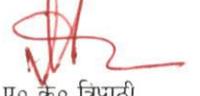
M/s VASUDEV EARTH

  
Partner/Authorized Representative

आवेदन सं०: 202300764065074

बही संख्या 4 जिल्द संख्या 379 के पृष्ठ 111 से 116 तक क्रमांक 460 पर दिनांक 17/11/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



ए० के० त्रिपाठी

उप निबंधक : सदर प्रथम

मथुरा

17/11/2023

प्रिंट करें



GRANT OF LICENSE

Registered

No. 1950 Dated 29/12/2023

To.

M/s Omaxe Ltd. Authorised Signatory  
Shri Sunil Kumar S/o Shri Yashpal Singh,  
Omaxe House, 7 LSC, Kalka Ji, New Delhi.

Subject : Grant Of License for development of a Township under Uttar Pradesh Township Policy-2023 on acres of land at 101.13 (Name of Village/locality), Village-Ral & Maghera, Near-Chhatikara, Tehsil and District Mathura, Uttar Pradesh.

With reference to your application No ----- dated 20/11/2023 this license is granted under the Integrated Township Policy issued vide Government Order No. 1559/8-3-23-172vividh/2016 T.C., dated 5<sup>th</sup> July 2023 (as amended from time to time) for development of a township on 101.13 acres of land at Village-Ral & Maghera (Name of Village/locality, Tehsil and District-Mathura, Uttar Pradesh).

1. The particulars of the land and its location on shajra plan wherein the aforesaid township is to be set up are given on the schedule annexed hereto and duly signed by the Competent Authority.
2. This License is granted subject to the condition that the proposed township shall conform to the terms and conditions of Development Agreement to be executed between the Applicant and the Authority.
3. The license shall be valid till completion of the project unless cancelled earlier.
4. The license may be cancelled if at any time/stage, it comes to the notice of the Authority that :-
  - (a) A false/material misrepresentation has been made by the Applicant;
  - (b) The Applicant has been debarred by any central or State Government Agency from carrying out real estate activity in the Country/State;
  - (c) The Applicant has been convicted by any Court of Law for any of the offences under any governing laws relating to criminal omission or conviction in property construction/development operation activities regarding which a case has been registered against him/her by a public authority;
  - (d) The Applicant has defaulted in complying with the milestones laid down in the policy.

Enclosure : As above.

Received  
[Signature]  
29/12/2023

The Vice-Chairman,  
Mathura Vrindavan Development Authority.  
Mathura.