

राजकुमार शर्मा (एडवोकेट),
रजि. नं०-119-2231/89

399

2021



उत्तर प्रदेश UTTAR PRADESH

BS 443043

Consortium Agreement

Paid Stamp Duty Rs. 1,000/-

This Consortium Agreement (CA) is made and registered into on this 28th day of, January 2021.

By and Between

M/S TOUCH STONE FOUNDATION VRINDAVAN-NCR (TSF), a Charitable Trust established vide Trust Deed Dated 30.07.2012 and having its office at 141, Nehru Nagar II, F Block, Ghaziabad, Uttar Pradesh, PIN-201001, (PAN-AACTT2142G) represented by Sri. Yudhisthira Krishna Dasa Alias Sri. Yogesh K P, (Aadhaar No. -3379 5348 6762) S/o Mr. Puttarudraiah R/o Vrindavan Chandrodaya Mandir, Akshayapatra, Thana -Vrindavan, Vrindaban Bangar, Mathura, Uttar Pradesh, PIN - 281121 hereinafter referred to as "**Lead Member**" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the Trustees for the time being of the said Trust and their successors and/or successors-in-office).

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

आवेदन सं०: 202100739009252

27/1/21

M/s. Touch Stone Foundation Charitable Trusts & Co. Ltd. Kharakhera, Kanha

अनुबंध विलेख संख्या: 399

रजिस्ट्रेशन सं०: 399

वर्ष: 2021 Date

बही सं०: 4

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिनिधिकरण शुल्क - 140 योग: 240

श्री मैसर्स टच स्टोन फाउन्डेशन वृन्दावन एन सी आर द्वारा योगेश के पी अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री पुत्रवुधरि: व्यवसाय: अन्य निवासी: हाल निवासी 141 नेहरु नगर सेकिण्ड ब्लॉक एफ गाजियाबाद



श्री. मैसर्स टच स्टोन फाउन्डेशन वृन्दावन एन सी आर द्वारा योगेश के पी अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 28/01/2021

एवं 11:32:58 AM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Handwritten signature of Ravindra Mehta in blue ink.

रविन्द्र . मेहता

उप निबंधक :सदर प्रथम

गाजियाबाद

28/01/2021

संजीव कुमार मातिस

निबंधक लिपिक



And


M/S HARE KRISHNA MOVEMENT, VRINDAVAN (HKMV), a Charitable Trust established vide Trust Deed Dated 26.02.2008 and having its office at Vrindavan Chandrodaya Mandir, Bhaktivedanta Swami Marg, Chhatikara Road, Vrindavan, District Mathura, Uttar Pradesh, PIN-281121, (PAN-AAATH7073G) represented by Sri. Arjun Nath Das aka Sri. Amit Joshi, (Aadhaar No.-2094 8342 4242) S/o Mr. Mahesh Chandra Joshi R/o Vrindavan Chandrodaya Mandir, Bhaktivedanta Swami Marg, Chhatikara Road, Vrindaban Bangar, Mathura, Uttar Pradesh, PIN-281121 hereinafter referred to as the **"Member"** (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the Trustees for the time being of the said Trust and their successors and/or successors-in-office).

(The **"Lead Member"** and the **"Member"** of this CA are collectively referred to as Members and individually as Member.)

NOW THEREFORE, THIS CA WITNESSTH AS UNDER:

In consideration of the mutual covenant of the members, the sufficiency whereof is hereby acknowledged, the Members have agreed as follows:

Touchstone Foundation Vrindavan MCR


Authorized Signator

For Hare Krishna Movement Vrindavan


Authorized Signatory




62. तहसील गान्धियाबाद
राज्य नं०-उ.प्र.-2331/89
गान्धियाबाद
Touchstone Foundation Vrindavan
01/5



आवेदन सं०: 202100739009252

बही सं०: 4

रजिस्ट्रेशन सं०: 399

वर्ष: 2021

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

प्रथम पक्ष: 1

श्री मैसर्स टच स्टोन फाउन्डेशन वृन्दावन एन सी आर के
द्वारा योगेश के पी. पुत्र श्री पुत्रुधरि:निवासी: हाल निवासी 141 नेहरु नगर सैकिण्ड ब्लॉक एफ
गाजियाबाद

व्यवसाय: अन्य

द्वितीय पक्ष: 1

श्री मैसर्स हरे कृष्णा मूवमेंट वृन्दावन के द्वारा अमित जोशी,
पुत्र श्री महेश चन्द्र जोशीनिवासी: वृन्दावन चंद्रोदय मन्दिर भक्ति वेदांता स्वामी मार्ग
वृन्दावन मथुरा

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री आशीष श्रीवास्तव, पुत्र श्री राजेन्द्र प्रसाद श्रीवास्तव

निवासी: एस ए 15/132ए आईएफ-4 हरनारायण विहार
कालोनी वाराणसी

व्यवसाय: अन्य

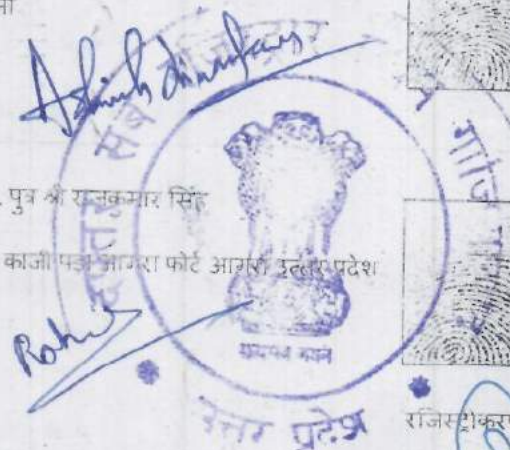
पहचानकर्ता: 2



श्री राहुल कुमार, पुत्र श्री राजकुमार सिंह

निवासी: 24/105 काजी पड्डा जागरा फोर्ट आगरा, उत्तर प्रदेश

व्यवसाय: अन्य



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

रविन्द्र मेहता

उप निबंधक: सदर प्रथम

गाजियाबाद

सर्जित कुमार गौतम

निबंधक लिपिक


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

दिनांक


1. DEFINITIONS

- (A) **Applicant:** shall mean the consortium applicant.
- (B) **Authority(ies):** Means any concerned authority, The Development Authority or The Industrial Area Development Authority, that may/shall grant approvals in connection with the Property and/or the project and/or any transaction contemplated herein as also any government including but not limited to Central Government or Government of Uttar Pradesh or any other state(s) of Indian Republic, any entity exercising executive, legislative, judicial, regulatory or administrative function of or pertaining to government or any other government authority including but not limited to Mathura Vrindavan Development Authority (MVDA), other local and public bodies and planning authority(ies).
- (C) **Approval(s):** Means any and all approvals, authorizations, permits, licenses, registrations, permissions, consents, clearances, no-objections certificates required to be obtained including designing, developing, constructing and any clearances and conversions that may be necessary for the project(s).
- (D) **Apartment:** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means aseparate and self-containe dpart of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purposes pecified.

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory




नामकेश्वर शर्मा (एडवोकेट),
सूरी 20, प्लॉट-2331/89
62, तद्वर्षित, ग्वाल्दर, ग्वाल्दर, ग्वाल्दर

For Hare Krishna Movement Vrindavan



1. DEFINITIONS


- (A) **Applicant** shall mean the consortium applicant.
- (B) **Authority** Means any concerned authority. The Development Authority of The Industrial Area Development Authority that may shall grant approvals in connection with the property and/or the project and/or any transaction contemplated herein as also any Government including but not limited to Central Government or Government of Uttar Pradesh or any other state(s) of India, including any entity exercising executive, legislative, judicial, regulatory or administrative function or pertaining to Government or any other government authority including but not limited to Ministry of Industries Development Authority (MIDA), other local and public bodies and planning authority(ies).
- (C) **Approvals** Means any and all approvals, authorizations, permits, licenses, registrations, permissions, consents, clearances, no-objection certificates required to be obtained including designing, developing, constructing and any clearances and consents that may be necessary for the project(s).
- (D) **Agreement** whether called block charter, dwelling unit, flat, office, showroom, shop, godown, premises, out-tenement, unit or by any other name, means separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, showroom, godown or for carrying on any business, occupation, profession, trade or any other type of use ancillary to the purposes specified in the agreement.



Handwritten text and stamps at the bottom of the page, including a date stamp '2023' and other illegible markings.

- (E) **Brand Name:** Means the name of the project "**Madhav Kutir**" as mutually decided by the Members of CA for the Project being constructed at Vrindavan, District Mathura however the members may mutually decide the brand name of the Project(s) to be carried out by the said consortium in future.
- (F) **Consortium Agreement:** Shall mean the Consortium Agreement (CA) entered between the Members, including each parties role and responsibility and all schedules and annexures attached to it, all read together and shall include any modification to this CA from time to time in accordance with the terms of this Consortium Agreement (CA) in writing.
- (G) **Designs and Drawings:** Shall mean all the plans, manuals, drawings, designs, calculations, samples, models and documents pertaining to the project(s) or in connection with the execution of the project(s).
- (H) **Development:** Shall mean and include the development of the project(s) in accordance with the approval(s) granted by the Government including the state government and the Authority(ies) of concerned area(s) where the Project(s) is/are situated and also as per the applicable laws and terms and conditions of this CA.
- (I) **Development Cost:** Shall mean all costs and expenses related to a particular project including but not limited to: -
- I. **Construction Cost:** Including Cost of Material, Labor, Contractor and all allied works and infrastructure cost, sales gallery etc. Cost of approach roads and allied services on roads like sewer, Water line, Street Lighting etc.
 - II. All approval costs.
 - III. Consultants cost like Architect and design cost, fees and expenses for consultants.
 - IV. All cost and expenses incurred towards the marketing/sales, administrative personnel as per organization structure.
 - V. Marketing and Promotion Cost.
 - VI. Legal Fees.
 - VII. Any other overhead cost along with applicable taxes relating to the project.

Touchstone Foundation Vrindavan MCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

(E) Brand Name: Means the name of the project "Madhav Kuti" as mutually decided by the Members of CA for the project being constructed at Vindavan, District Mathura however the members may mutually decide the brand name of the Project(s) to be carried out by the said consortium in future.

(F) Consortium Agreement: Shall mean the Consortium Agreement (CA) entered between the Members, including each party's role and responsibility and all schedules and annexures attached to it, all read together and shall include any modification to this CA from time to time in accordance with the terms of this Consortium Agreement (CA) in writing.

(G) Plans and Drawings: Shall mean all the plans, manuals, drawings, designs, calculations, samples, models and documents pertaining to the project(s) or in connection with the execution of the project(s).

(H) Development: Shall mean and include the development of the project(s) in accordance with the approvals granted by the Government including the state Government and the Authorities of concerned areas where the Project(s) is/are situated and also as per the applicable laws and remaining conditions of this CA.

(I) Development Cost: Shall mean all costs and expenses related to a particular project including but not limited to:-

- I. Construction Cost: including Cost of Material, Labor, Contractor and all allied works and infrastructure cost, sales gallery etc. Cost of approach roads and allied services on roads like sewer, Water line, Street lighting etc.
- II. All approval costs.
- III. Consultant's cost like Architectural, Civil, Electrical, Mechanical, Administrative consultants.
- IV. All cost and expenses on staff, office, transport, telephone, administrative personnel as per approved budget.
- V. Marketing and Promotional cost.
- VI. Legal fees.
- VII. Any other overhead cost, which is not a part of the project.



[Faint, illegible text and signatures at the bottom of the page, likely representing the official approval and signing of the document.]


- (J) **Force Majeure:** Shall mean and include acts of god, fire, explosion, vandalism, storm or other similar catastrophes or any other civil or military, national emergencies riots, wars or strikes, lockouts order passes by government or other authorities, courts, tribunals which suspends / stops the development of the project.
- (K) **Master Account:** Shall have the meaning ascribed to it in clause.
- (L) **Project:** Shall mean the project to be developed on the Property (Plot).
- (M) **Property:** Plot of Land whether allotted by the local Competent Authority (ies) including the Development Authority(ies) or arranged by the Member as freehold land on which the Project(s) is/are to be constructed.
- (N) **Project Account:** Shall have the meaning ascribed to it in clause.
- (O) **RERA:** Shall mean The Real Estate (Regulation and Development) Act, 2016.
- (P) **Taxes:** Shall mean all form of taxation, duties levies including GST and other transaction tax, municipal taxes, any type of cess, duties or taxes by whatever named called together with any related interest, penalties, surcharges or fines due payable, levied and imposed or claimed to be owed in any relevant jurisdiction in relation to the Property and the project.

2. **INTERPRETATIONS**

In this CA, unless otherwise specified: -

- (a) The use of words importing the singular shall include plural and masculine shall include feminine gender and vice – versa;
- (b) Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted by the Central Government or the State Government in which the Project(s) is / are being developed;
- (c) Reference to the words includes or including shall be construed without limitation;
- (d) Reference to this CA, or other instruments or document shall be construed as a reference to this CA, or other instrument or document as the same may be from time to time executed, amended, varied, supplemented or novated;

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

- (e) The headings in this CA are for convenience only and do not affect its construction and interpretation;
- (f) The recitals and schedules form an integral part of this CA;
- (g) And the parties acknowledge that this CA has been drafted jointly by the parties.

3. **OBJECTIVE**

The Member has propagation of Krishna Consciousness philosophy, as one of its core objects. In pursuance of this core object, Member plans to conceptualize the design and development of a grand temple(s), cultural complex(s), forest-based theme park(s)/cottage(s)/Apartment(s) and also to create a community of devotees at various places, who can live in close proximity to the temple(s) so developed and practice the Krishna Consciousness philosophy regularly.

WHEREAS, "Member" does not have the sufficient expertise, man power and resources to build and develop the above said grand temple(s), cultural complex(s), forest-based theme park(s) / cottage(s) / Apartment(s) hence it has approached the **"Lead Member"** who shall develop, construct and sell the above said developed properties in terms of the objectives mentioned herein above.

The purpose of this CA is to specify the responsibilities of the Members towards the development and execution of the project(s) including the arrangement of the Land at various places, preparation of the project report, Designs and Drawings, securing the sanctions and clearance for the Project(s) from the concerned Competent Authority(ies) to develop and construct the project on the Property(ies) and to be arranged by the **"Member"** at various places and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this CA.

The Lead Member shall be responsible to prepare and submit all proposals concerning the designs and Drawings, development, construction, and finance to the concerned authority(ies). The Lead Member shall also be responsible to market, sell, operate, and maintain the project / society.

Touchstone Foundation Vrindavan MCB


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

- (e) The headings in this CA are for convenience only and do not affect its construction and interpretation.
- (f) The recitals and schedules form an integral part of this CA.
- (g) And the parties acknowledge that this CA has been drafted jointly by the parties.

3. OBJECTIVE

The Member has propagation of Ashram Consciousness philosophy as one of its core objects in pursuance of the core object. Member plans to conceptualize the design and development of a grand temple(s), cultural complex(s), forest-based theme park(s)/cottage(s)/Apartment(s) and also to create a community of devotees at various places, who can live in close proximity to the temple(s) so developed and practice the Krishna Consciousness philosophy regularly.

WHEREAS "Member" does not have the sufficient expertise, man power and resources to build and develop the above said grand temple(s), cultural complex(s), forest-based theme park(s) / cottage(s) / Apartment(s) hence it has approached the "Lead Member" who shall develop construct and sell the above said developed properties in terms of the objectives mentioned herein above.

The purpose of this CA is to specify the responsibilities of the Member towards the development and execution of the project(s) including the arrangement of the land at various places, preparation of the project report, Design and Drawing, securing the sanction and clearance for the project(s) from the concerned Competent Authority(ies) to develop and construct the project on the property stand to be arranged by the "Member" at various places and to set out the terms and conditions of the Member supplementing the above objectives present in this CA.

The Lead Member shall prepare and submit all proposals concerning the project to the concerned Competent Authority(ies) and before to the concerned Competent Authority(ies) the Lead Member shall also be responsible to market sell the property to the society.



4. DURATION

This CA is being registered on the date mentioned hereinabove, however the same has been signed by the Members and had come into force on 01st Day of October 2018. This CA shall remain effective till the complete discharge of all obligations by the Members concerning the completion and handover of the project(s).

5. COORDINATOR

1. The Member has decided to appoint and have agreed that Touchstone Foundation–Vrindavan-NCR(TSF) shall be the Lead Member of the consortium and shall be the point of contact for all purposes for the project(s) developed under this CA.
2. TSF, the “Lead Member” is engaged in the business of the development of the Real Estate Projects and have the necessary expertise and requisite infrastructure to develop, manage and market grand temple(s), cultural complex(s), forest-based theme park(s) / cottage(s) / Apartment(s).
3. The other Member of the consortium specifically convey a general Power of Attorney in favor of Lead Member, TSF and authorize the said Lead Member to make representation and declaration and to carry out necessary documentation in relation to the project(s) however the members of the consortium be individually responsible to discharging its obligation as specified in the Schedule– I and jointly and severally liable for the successful completion and handover of the project(s).
4. The Lead Member shall be the single point of contact for the Authority(ies) and shall have the overall responsibility of the management of the project(s). The Lead Member shall also ensure to the Member of the consortium that the terms and conditions set out in the CA are complied with.
5. All instruction/communication from the Authority(ies) to the Lead Member or vice versa shall be deemed to have been duly provided to the Member of the consortium.

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

4. DURATION

The CA is being registered on the date mentioned hereinafter, however, the same has been signed by the Members and had come into force on 01st Day of October 2018. This CA shall remain effective till the complete discharge of all obligations by the Members concerning the completion and handover of the project.

5. COORDINATOR

1. The Member has decided to appoint and have agreed that Touchstone Foundation (Vindavan-NCR) shall be the Lead Member of the consortium and shall be the point of contact for all purposes for the project(s) devolved under this CA.

2. TSP, the "Lead Member" is engaged in the business of the development of the Real Estate Project and have the necessary expertise and requisite infrastructure to develop, manage and market ground (temples), cultural complex(s), forest based theme park(s) / cottage(s) / Apartment(s).

3. The other Member of the consortium specifically convey a general Power of Attorney in favor of Lead Member, TSP and authorize the said Lead Member to make representation and decision and to carry out necessary documentation in relation to the project(s) however, the members of the consortium be individually responsible to discharging its obligations specified in the Schedule - Land jointly and severally liable for the successful completion and handover of the project(s).

4. The Lead Member shall be the single point of contact for the Authority(ies) and shall have the overall responsibility of the management of the project(s). The Lead Member shall be responsible for the completion of the consortium that the terms and conditions of the project(s) are complied with.

5. All instruction/communication from the Authority(ies) to the Member of the consortium shall be directed to the Lead Member.



Signature and Stamp of the Lead Member

6. RIGHTS AND OBLIGATIONS OF THE "Lead Member"

- (A) The "Lead Member" shall develop and construct Apartments on any Property provided by the "Member" and shall offer the same for purchase to various Allottee(s). The "Lead Member" shall develop the Project(s) on the Property(ies) as per the plans sanctioned by the Competent Authority(ies).
- (B) The "Lead Member" shall not commence any work of development on the Property provided by the "Member", unless no objection and commencement permission is issued by the State Government/Competent Authority/Real Estate Regulatory Authority (RERA) for the Project.
- (C) The "Lead Member" shall only be responsible for complying with all statutory and regulatory requirements, law in force today as well as to be enacted and enforced in future, for the development and construction of the Apartments on the Property (ies) as per this CA.
- (D) The "Lead Member" shall have full authority to develop on any Property(ies) of the Member, the Project along with the structures, requisite facilities and infrastructure as also all internal and external amenities and utilities as may be required, in accordance with the plans and approvals and complete the same in all respects.
- (E) The "Lead Member", as decided by the Members of Consortium shall endeavor to develop, complete and handover the Apartment on the Property(ies) subject to Force Majeure events as set out in clause below.
- (F) The "Lead Member" shall develop, construct, market and sell, grand temple(s), cultural complex(s), forest-based theme park(s)/cottage(s)/Apartment(s) as described in this CA, to be developed and constructed on the Property(ies) of "Member", subject to the requisite developmental permissions and consents being obtained by the "Lead Member" from the State, local, municipal and other Competent authorities including the Development Authority(ies). The receivable against the sold Property of a

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

6. RIGHTS AND OBLIGATIONS OF THE "Lead Member"

- (A) The "Lead Member" shall develop and construct Apartments on any Property provided by the "Member" and shall offer the same for purchase to various Allottee(s). The "Lead Member" shall develop the Project(s) on the Property(ies) as per the plans sanctioned by the Competent Authority(ies).
- (B) The "Lead Member" shall not commence any work of development on the Property provided by the "Member", unless no objection and commencement permission is issued by the State Government/Competent Authority/Real Estate Regulatory Authority (RERA) for the Project.
- (C) The "Lead Member" shall only be responsible for complying with all statutory and regulatory requirements, law in force today as well as to be enacted and enforced in future, for the development and construction of the Apartments on the Property (ies) as per this CA.
- (D) The "Lead Member" shall have full authority to develop on any Property(ies) of the Member, the Project along with the structures, requisite facilities and infrastructure as also all internal and external amenities and utilities as may be required, in accordance with the plans and approvals and complete the same in all respects.
- (E) The "Lead Member", as decided by the Members of Consortium shall endeavor to develop, complete and handover the Apartment of the Property(ies) subject to Force Majeure events as set out in clause below.
- (F) The "Lead Member" shall develop, construct, market and sell, stand, temples, cultural complex, etc. (work(s)/colony(s)) constructed on the Property(ies) of "Member" and shall obtain all necessary permissions and consents from the State, local, municipal and Development Authority(ies) including the



Project shall be deposited in the Master Account and in the Project Account of that particular project, as set out in Clause below. The payments of the entire cost to be incurred for development, construction, marketing and selling of the Apartments in that Project shall be paid from the said account, the "Lead Member" has been authorized to open and operate such account.

- (G) The "Lead Member" is authorized to pay the entire development and construction cost towards the Project(s) developed under this "CA" including architects fee and charges, fee if any, to be paid for obtaining plans sanction on the Property and all necessary permissions and approvals thereof. In case any fine or penalty/fee/ to be imposed on the said complex for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area or change within the bye-laws, the "Lead Member" is also authorized to pay the same.
- (H) The "Lead Member" shall manage the Project(s) developed under this CA and the day-to-day affairs of the same and shall be in full control and charge of any Project being developed, and will use its technical know-how, experience and expertise to manage and maintain the same till the completion of construction and handover of the Project.
- (I) All day-to-day decisions related to any Project developed under this CA shall be taken by the "Lead Member". The "Lead Member" shall be entitled to take decisions relating to pricing and marketing of the Project. The "Lead Member" shall also be entitled to take all decisions relating to appointment of the necessary staff, architects, contractors, engineers and structural engineers for development and construction of the Project(s).
- (J) The "Lead Member" shall engage architects, contractors and other advisors, professionals, workmen etc. as required for the execution and completion and handover of the Project(s). In case of any dispute with contractors, architects, engineers and other workmen, vendors, suppliers of materials, or any agency employed in any project, the same shall be settled by the "Lead Member".

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

Project shall be deposited in the Master Account and in the Project Account of that particular project as set out in Clause below. The payments of the entire cost to be incurred for development, construction, marketing and selling of the Apartments in that Project shall be paid from the said account, the "Lead Member" has been authorized to open and operate such account.

(G) The "Lead Member" is authorized to pay the entire development and construction cost towards the Project(s) developed under this "CA" including architects fee and charges, fee if any, to be paid for obtaining plan sanction on the Property and all necessary permissions and approvals thereof. In case any fine or penalty/fee to be imposed on the said complex for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area or change within the by-laws, the "Lead Member" is also authorized to pay the same.

(H) The "Lead Member" shall manage the Project(s) developed under this CA and the day-to-day affairs of the same and shall be in full control and charge of any Project being developed and will use its technical know-how, experience and expertise to manage and maintain the same till the completion of construction and handover of the Project.

(I) All day-to-day decisions related to any Project developed under this CA shall be taken by the "Lead Member". The "Lead Member" shall be entitled to take decisions relating to pricing and marketing of the Project. The "Lead Member" shall also be entitled to take all decisions relating to appointment of the necessary staff, including architects, engineers and structural engineers for development.

(J) The "Lead Member" shall engage professional, technical and other advisors, professional, technical and other advisors for the development, construction, marketing and handover of the Project. The "Lead Member" shall be entitled to take all decisions relating to appointment of any agency for the supply of materials, or any agency engaged by the "Lead Member".



- (K) The "Lead Member" as it deems fit shall engage such professionals, consultants, workmen, agents, advisors, etc. including, but not limited to, engineers, contractors and requisite workforce for the purposes of any Project developed under this CA.
- (L) The "Lead Member" shall be entitled to engage agents or third parties to undertake the construction and development activities in respect of the Project(s).
- (M) The "Lead Member" shall mobilize the work force necessary to carry out the Project work undertaken by them. The "Lead Member" shall be responsible for all the payments pertaining to the costs of construction and materials and also be responsible for the timely payment of wages to the labourers as employed for the execution of construction work. The "Lead Member" shall take requisite license, if any, from Labour Deptt. Of Uttar Pradesh and comprehensive insurance risk cover for the Project work as per the trade practice.
- (N) The "Lead Member" shall be entitled to promote the Property(ies) or any part thereof in the outdoors, print or in any other manner as the case may be.


7. THE "Lead Member" HEREBY DECLARES, REPRESENTS AND WARRANTS THAT

- a. The execution, delivery and performance of this CA has been duly authorized by all necessary actions on its part and that it has legal capacity to undertake its obligations as contemplated in this CA and to perform and observe the terms and provisions hereof applicable to it and that this CA constitutes legal, valid and binding obligations.
- b. The "Lead Member" has the necessary infrastructure, manpower, financial strength and marketing potential to undertake the Project(s), and complete and handover the same.

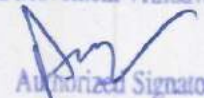
8. RIGHTS AND OBLIGATIONS OF "Member"

1. The "Member" shall make the arrangement of the Property(ies) for the project(s). "Member" do hereby appoint the aforesaid "Lead Member" as the "Developer" of the said Property(ies) and grant to the "Lead Member", who hereby accepts from the "Member" the authority, to develop and

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

(K) The "Lead Member" as it deems fit shall engage such professional consultants, workmen, agents, advisors, etc. including but not limited to, engineers, contractors and requisite workforce for the purpose of any Project developed under this CA.

(L) The "Lead Member" shall be entitled to engage agents or third parties to undertake the construction and development activities in respect of the Project(s).

(M) The "Lead Member" shall mobilize the work force necessary to carry out the project work undertaken by them. The "Lead Member" shall be responsible for all the payments pertaining to the costs of construction and materials and also be responsible for the timely payment of wages to the labourers as employed for the execution of construction work. The "Lead Member" shall take requisite license, if any, from Labour Dept. Of Uttar Pradesh and comprehensive insurance that cover for the project work as per the trade practice.

(N) The "Lead Member" shall be entitled to promote the Property(s) or any partnership in the outdoors, print or in any other manner as the case may be.

7. THE "Lead Member" HEREBY DECLARES, REPRESENTS AND WARRANTS THAT

a. The execution, delivery and performance of this CA has been duly authorized by all necessary actions on its part and that it has legal capacity to undertake its obligations as contemplated in this CA and to perform and observe the terms and provisions of this CA and that this CA constitutes legal, valid and binding contract between the parties.

b. The "Lead Member" has the financial, technical, managerial, legal, strength and marketing capability to carry out the project(s) completely and handover the same to the Developer.

8. RIGHTS AND OBLIGATIONS OF THE "MEMBER" (a) The "Member" shall stand as a stakeholder in the "Lead Member" project(s). (b) The "Member" shall be entitled to the "Lead Member" who hereby accepts from the "Lead Member" the right to develop and



[Handwritten signature]

[Handwritten signature]

construct grand temple(s), cultural complex(s), forest-based theme park(s) / cottage(s)/Apartment(s) and Other facilities on the Property(ies) and for carrying out all activities for completing the Project(s) and performing all acts, deeds, matters and things incidental or ancillary thereto. Provided however that nothing contained in this CA or otherwise shall be construed as the grant of possession in part performance of an CA under the Transfer of Property Act, 1882 or under section 2 (47)(v) and (vi) of the Income Tax Act, 1961.

This CA has been entered in to between the Members on Principal-to-Principal basis and does not constitute any transfer of Land amongst the Members of this Consortium.

2. **"Member"** through this CA has granted the **"Lead Member"** an irrevocable general Power of Attorney (i.e. "Power of Attorney"), in respect of the Property(ies) authorizing the **"Lead Member"** to, inter-alia, develop, construct, market and sell the grand temple(s), cultural complex(s), forest-based theme park(s)/cottage(s)/Apartment(s) to be developed and construed on the Property and apply for and obtain various permissions required for development of the Property and all other powers and authorizations as required by the **"Lead Member"** for carrying out development on the Property and matters incidental thereto. It shall be the responsibility and obligation of **"Lead Member"** to sign and execute all necessary applications, papers, and documents and do all acts, deeds and things as the **"Lead Member"** may lawfully require for submission of any document or application to the Authorities or the **"Lead Member"** may in order to give effect to the provisions of this CA.
However, the **"Member"** also authorize the **"Lead Member"** to obtain the sanction of the plans, Designs and Drawings and all no objection certificates and permissions from the Competent Government(s) and Authority(ies) including the Development Authority(ies), any modifications to such plans sanctioned by the Governmental Authorities and accepted by the **"Lead Member"** shall be binding on the **"Member"**.
3. **"Member"** undertakes to provide, clear and marketable title to each and any Property(ies) free from all encumbrances, claims and demands for the Project(s).

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

construct grand temples, cultural complexes, forest-based theme parks (cottages/Apartments) and other facilities on the Properties) and for carrying out all activities for completing the Projects) and performing all acts, deeds, matters and things incidental or ancillary thereto. Provided however that nothing contained in this GA or otherwise shall be construed as the grant of possession in part performance of an GA under the Transfer of Property Act, 1882 or under section 2 (d)(v) and (vi) of the Income Tax Act, 1961.

This GA has been entered in to between the Members on Principal-to-Principal basis and does not constitute any transfer of land amongst the Members of the Consortium.

2. "Member" through this GA has granted the "Lead Member" an irrevocable General Power of Attorney (i.e. Power of Attorney) in respect of the Properties) authorizing the "Lead Member" to inter alia develop, construct, market and sell the grand temples, cultural complexes, forest-based theme parks(Apartments) to be developed and constructed on the Property and apply for and obtain various permissions required for development of the Property and all other powers and authorizations as required by the "Lead Member" for carrying out development on the Property and matters incidental thereto. It shall be the responsibility and obligation of "Lead Member" to sign and execute all necessary applications, forms and do all acts, deeds and things as the "Lead Member" may deem fit for submission of any document or application to the relevant authorities in order to give effect to the development of the Properties. However, the "Lead Member" shall also ensure "Lead Member" to obtain the sanction of the Designated Authority (Government) and Certificates and other necessary permissions and authorizations (including but not limited to) and modifications to such plans sanctioned by the Designated Authority and accepted by the "Lead Member" and its "Lead Member".



3. "Member" undertakes to provide and market the to each and any Properties) free from all encumbrances, claims and demands for the Properties).

[Signature]
[Name]

[Signature]
[Name]

4. **"Member"** shall provide to the **"Lead Member"** certified copies/ photocopies of all original title deeds documents and papers relating to the Property(ies). The **"Lead Member"** shall retain photocopies/certified copies of the original documents pertaining to the Property including title deeds etc. however, the original documents will be produced by the **"Member"** for inspection and photocopies will be given whenever required by the **"Lead Member"**.
5. **"Member"** hereby agrees to execute the Sale Deed(s) / Sub-Lease Deed(s) along with the **"Lead Member"** in favour of the prospective Allottee(s) of the grand temple(s), cultural complex(s), forest-based theme park(s)/ cottage(s)/Apartment(s) in terms of this CA.
9. **Member hereby declares, represents and warrants that:**
- "Member"** is duly authorised by a resolution to enter into terms of this CA and person signing this CA is duly authorized by the Trust to sign and execute and carry out actions in terms thereof.
 - "Member"** shall always have good, clear, and marketable title to the Property(ies), free from all encumbrances, claims, and demands and **"Member"** has good rights, full power and absolute authority to enter into this CA.
 - No other party shall have any legal or beneficial right, claim, title, interest, or demand whatsoever to or in respect of the Property(ies) or any part thereof.
 - "Member"** shall not create any mortgage, charge, lease, lien or other encumbrance in respect of the Property(ies) or any part thereof and the Property or any part thereof shall not be subject to any third-party claim, demand, encumbrances, attachment or any process issued by any law, court or authority.
 - There is no existing arrangement with any party other than the Members of this CA with regard to the Property(ies) to be developed as per this CA.
 - "Member"** represents that the boundaries, plans and drawings and all other information regarding the Property(ies) shall be true and accurate.
 - The **"Member"** shall provide the Property(ies) for the Development of the Project(s) free from any legal encumbrance and free from any encroachments.

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

A "Member" shall provide to the "Lead Member" certified copies/photocopies of all original title deeds documents and papers relating to the Property(ies). The "Lead Member" shall retain photocopies/certified copies of the original documents pertaining to the Property including title deeds etc. however, the original documents will be produced by the "Member" for inspection and photocopies will be given whenever required by the "Lead Member".

2. "Member" hereby agrees to execute the Sale Deed(s) / Sub-Lease Deed(s) along with the "Lead Member" in favour of the prospective Abotee(s) of the stand temple(s), cultural complex, forest based theme park(s), cottage(s)/Apartment(s) in terms of this CA.

3. "Member" hereby declares, represents and warrants that:

a. "Member" is duly authorized by a resolution to enter into terms of this CA and person signing this CA is duly authorized by the Trust to sign and execute and carry out actions in terms thereof.

b. "Member" shall always have good, clear and marketable title to the Property(ies), free from all encumbrances, claims and demands and "Member" has good rights, full power and absolute authority to enter into this CA.

c. No other party shall have any legal or beneficial right claim, title, interest or demand whatsoever to or in respect of the Property(ies) or any part thereof.

d. "Member" shall not create any mortgage, charge, lease, lien or other encumbrance in respect of the Property(ies) or any part thereof and the Property or any part thereof shall not be subject to any third party claim, demand, encumbrance, attachment or any other legal process issued by any court or authority.

e. There is no existing litigation or legal proceedings pending against the Member of this CA with regard to the Property(ies) or any part thereof and all other information regarding the Property(ies) is true and accurate.

f. The "Member" shall provide all necessary documents and information for the development of the Project(s) (see from the enclosure).



- h. There is no impediment in any law, rule or regulation which prevents construction of the Project on the Property(ies).
- i. **"Member"** shall have good right, full power and absolute authority to deal with the Property(ies) in the manner stipulated in this CA and, as incidental thereto, the right to hold, use and occupy the Property(ies) and they will not, nor anyone else on their behalf, shall commit or omit any act, deed, matter or thing whereby the Property or the **"Lead Member's** rights herein, is or can be forfeited, affected, extinguished or rendered void or voidable and **"Member"** shall indemnify and keep indemnified the **"Lead Member"** from or against all actions, suits and proceedings and all claims, demands, fines, penalties, proceedings, prosecutions, costs, charges, losses, expenses, damages and/or other liabilities of whatsoever nature made or suffered or incurred by or caused or imposed or levied on the **"Lead Member"** by reason or virtue of any non-performance or non-observance by **"Member"** of any of the terms, conditions, , covenants and provisions stated herein this CA.
- j. There would be no statutory bar or prohibition or any claims to acquire/hold the Property and vest it as per this CA.
- k. Property shall neither be subject to any acquisition, requisition or set-back nor have **"Member"** received any notice from any Court(s), Governmental authorities bodies or any other local bodies affecting the Property(ies)(as a result of which as contemplated in this CA cannot be consummated).
- l. **"Member"** shall make aware the **"Lead Member"** of any other facts, circumstances, conditions on account whereof the authority of the **"Lead Member"** hereunder or the proposed development is prejudicially affected.

10. RESPONSIBILITY TOWARDS EACH OTHER:

Each member undertakes as under: -

1. Each member shall act in good faith and use reasonable efforts to ensure compliance of their obligations under this CA.
2. To promptly notify each other about any significant delay in the fulfillment of the milestone in relation to the project(s).

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

There is no agreement in any law, rule or regulation which prevents construction of the Project on the Property(s).

"Member" shall have good right, full power and absolute authority to deal with the Property(s) in the manner stipulated in this CA and, as incidental thereto, the right to hold, use and occupy the Property(s) and they will not, nor anyone else on their behalf, shall commit or omit any act, deed, matter or thing whereby the Property of the Lead Member's rights hereof is or can be forfeited, affected, extinguished or rendered void or voidable and "Member" shall indemnify and keep indemnified the "Lead Member" from or against all actions, suits and proceedings and all claims, damages, fines, penalties, proceedings, prosecutions, costs, charges, losses, expenses, damages and/or other liabilities of whatsoever nature made or suffered or incurred by or caused or imposed or levied on the "Lead Member" by reason or virtue of any non-performance or non-compliance by "Member" of any of the terms, conditions, covenants and provisions stated herein this CA.

There shall be no statutory bar or prohibition or any claims to acquire/hold the Property and vest it as per this CA.

Property shall neither be subject to any acquisition, requisition or set-back not have "Member" received any notice from any Govt(s), Governmental authorities bodies or any other local bodies affecting the Property(s) as a result of which as contemplated in this CA (and be commenced).

"Member" shall make all arrangements for the completion of any other acts, circumstances, conditions, obligations, duties and responsibilities of the Lead Member, hereunder, attached.

10. RESPONSIBILITY TOWARDS EACH OTHER

Each member under this agreement shall make all necessary efforts to ensure compliance of their obligations.

If a member notifies each other of any delay in the fulfillment of the milestone in relation to the project, the member shall be liable for the delay.



3. Each member shall keep confidential all information of confidential nature, whatever written or oral, concerning to this CA and also abide by the terms and conditions of the Sale Deed/Lease Deed of the property executed by the Vendor/Competent Authority in favor of the Member.

11. LIABILITIES TOWARDS EACH OTHER:

Liabilities towards each other shall be as under

- (1) Each Member shall be individually liable for any default with regard to the deliverable of his part under the terms and conditions of this CA.
 (2) Indemnification of member each other in respect of liability resulting from the act or omission of the Member.

12. LIABILITY TOWARDS THIRD PARTY

Liabilities towards third party shall be as under

1. Subject always to such other undertakings and warranties as are provided for in this CA. Each member shall be solely liable for any loss, damage or injury to the third party(ies) resulting from carrying out its part in the project(s) and from its use of knowledge and know-how.

13. REPRESENTATIONS AND WARRANTIES: -

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 CA and to perform their obligations, roles and responsibilities as prescribed under this CA.
 (b) That this CA 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 CA 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.

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

3. Each member shall keep confidential all information of confidential nature, whatever written or oral, concerning to this CA and also abide by the terms and conditions of the Sale Deed/Lease Deed of the property executed by the Vendor/Competent Authority in favor of the Member.

11. LIABILITIES TOWARDS EACH OTHER

11.1. Liabilities towards each other shall be as under:
(1) Each Member shall be individually liable for any default with regard to the delivery of his part under the terms and conditions of this CA.
(2) Indemnification of member each other in respect of liability resulting from the act or omission of the Member.

12. LIABILITY TOWARDS THIRD PARTY

12.1. Liabilities towards third party shall be as under:
1. Subject always to such other undertakings and warranties as are provided for in this CA, Each member shall be solely liable for any loss, damage or injury to the third party(ies) resulting from carrying out its part in the project(s) and from its use of knowledge and know-how.

13. REPRESENTATIONS AND WARRANTIES

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 CA and to perform their obligations, roles and responsibilities as prescribed under this CA.

(b) That this CA constitutes a valid and binding obligation of the Member, enforceable against them in accordance with the terms hereof, and the execution, delivery, performance and observance of this CA and all instruments or agreements thereunder, in whole or in part, do not constitute a default of or breach of any provision of any agreement or instrument to which the Member is a party and by



- (c) That each of the representations and warranties shall be construed as a separate representation and warranties, covenant or undertaking as the case may be, and shall not be limited by terms of any other representation or warranty or by any other terms of this CA.
- (d) The Members have read, understood, and agreed with the terms and conditions of this CA.

14. BANK ACCOUNTS AND OPERATIONS RELATED TO THE PROJECT

(1) Master Account

It is agreed between the members that the entire receivable arising in relation to a particular project shall be collected by the "Lead Member" and as per the provisions of The Real Estate (Regulation and Development) Act, 2016 shall be deposited in the "Collection Escrow Account" to be opened and operated with any scheduled bank by the "Lead Member". No other amount shall be deposited in the said Master Account.

The Master Account shall have a standing instruction for the transfer of the moneys received in the said account on daily basis to the "Designated Escrow Account" (Project Account), to be opened with any scheduled bank.


Such transfer shall be as under: -

- (a) **70% of the receivable to be transferred to the Project Account Number – 1 (RERA Designated Escrow Account) to be operated by the "Lead Member".**
- (b) **30% of the receivable to be transferred to the Project Account Number – 2 (Current Account) to be operated by the "Lead Member".**

The amount lying in the Project Account Number–1 (RERA Designated Escrow Account) shall only be withdrawn in terms of The Real Estate (Regulation and Development) Act, 2016.

In case any funding is received against a particular Project from any Bank / Financial Institution/Unsecured Loan, the same shall be transferred to the Project Account Number–1 (RERA Designated Escrow Account) of the said Project.

Touchstone Foundation Vrindavan MCB


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

(c) That each of the representations and warranties shall be construed as separate representations and warranties, covenant or undertaking as the case may be, and shall not be limited by terms of any other representation or warranty or by any other terms of this CA.

(d) The Members have read, understood and agreed with the terms and conditions of this CA.

12. BANK ACCOUNTS AND OPERATIONS RELATED TO THE PROJECT

(i) Master Account

It is agreed between the members that the entire receivable arising in relation to a particular project shall be collected by the "Lead Member" and as per the provisions of The Real Estate (Regulation and Development) Act, 2016 shall be deposited in the "Collection Escrow Account" to be opened and operated with any scheduled bank by the "Lead Member". The other amount shall be deposited in the said Master Account.

The Master Account shall have a standing instruction for the transfer of the monies received in the said account on daily basis to the "Designated Escrow Account" (Project Account), to be opened with any scheduled bank.

Such transfer shall be as under:-

(a) 70% of the receivables to be transferred to the Project Account Number - 1 (RERA Designated Escrow Account) to be operated by the "Lead Member".

(b) 30% of the receivables to be transferred to the Project Account Number - 2 (Current Account) to be operated by the "Lead Member".

The amount lying in Project Account Number 1 (RERA Designated Escrow Account) shall be deposited in the Project Account Number 2 (Current Account) and vice versa.

(Regulation and Development) Act, 2016 shall be deposited in the "Collection Escrow Account" to be opened and operated with any scheduled bank by the "Lead Member".

In case any funding is received from any bank / financial institution, the same shall be transferred to the Project Account Number 1 (RERA Designated Escrow Account) of the said Project.



[Faint signatures and stamps at the bottom of the page, including a signature on the left and a stamp on the right.]

15. SHAREHOLDING IN CONSORTIUM

- (1) TSF shall act as the Lead Member of the consortium, the other Member of the consortium give General Power of Attorney in favor of TSF in relation to the said project through this Consortium Agreement.
- (2) The shareholding of the Members of the consortium shall be mutually decided later on and upon completion of the Project any profit or loss as the case may be, shall be shared by the Members of the Consortium in the ratio of their Shareholding.

16. MISCELLANEOUS

1. This CA supersedes all prior discussions and agreements (whether oral and written) including all correspondence between the Members with respect to the subject matter of this CA.
2. Any provision of this CA which is invalid or unenforceable shall be ineffective to the extent of such invalidity and unenforceability, without affecting in any way the remaining provisions hereof.
3. This CA shall be governed and interpreted by and construed in accordance with the laws of India without giving effect to the principal of conflict of laws there under.
4. The schedule-I shall have the same force and effect as if expressly set in the body of this CA and any reference of this CA shall include the Schedule -I.
5. Any member including the Lead Member of the consortium may be changed with the prior approval of the Members of the consortium subject to the fulfillment of minimum financial and technical capabilities of the consortium.
6. Any variation/modification to the terms of this CA as may be mutually agreed by the Members shall be reduced in writing and the members shall put their signature in approval of the same.

17. NOTICES

1. Except as specifically provided elsewhere in this CA, all notices required or permitted to be given under this CA shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any

Touchstone Foundation Vrindavan MCR


 Authorized Signatory

For Hare Krishna Movement Vrindavan


 Authorized Signatory

12. SHAREHOLDING IN CONSORTIUM

- (1) TSE shall act as the Lead Member of the Consortium, the other Member of the Consortium give General Power of Attorney in favor of TSE in relation to the said project through this Consortium Agreement.
- (2) The shareholding of the Members of the Consortium shall be mutually decided later on and upon completion of the project any profit or loss as the case may be, shall be shared by the Members of the Consortium in the ratio of their shareholding.

13. MISCELLANEOUS

- 1. This CA supersedes all prior discussions and agreements (whether oral and written) including all correspondence between the Members with respect to the subject matter of this CA.
- 2. Any provision of this CA which is invalid or unenforceable shall be ineffective to the extent of such invalidity and unenforceability, without affecting in any way the remaining provisions hereof.
- 3. This CA shall be governed and interpreted by and construed in accordance with the laws of India without giving effect to the principle of conflict of laws thereunder.
- 4. The schedule-I shall have the same force and effect as if expressly set in the body of this CA and any reference of this CA shall include the schedule.
- 5. Any member including the Lead Member of the Consortium may be changed with the prior approval of the Members of the Consortium subject to the fulfillment of all technical capabilities of the Consortium.
- 6. Any variation or amendment to this CA as may be mutually agreed by the Members of the Consortium and the members shall be in writing and shall be signed by all the Members of the Consortium and their authorized representatives.

14. NOTICES

- 1. Except as specifically provided herein, all notices required or permitted to be given shall be in writing and shall be delivered by any sufficient mode (i) by hand or (ii) by registered post (including delivery by any other mode).



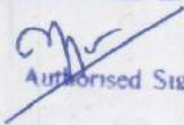
commercial delivery service with acknowledgment received); or (ii) by registered or certified mail, postage prepaid, return receipt requested, email to the Members at the respective addresses as set out in beginning of the CA. The date upon which such notice is actually delivered, shall be deemed to be the date of receipt of such notice.

2. The notice shall be served on the address as mentioned in the title clause of this CA.

18. ARBITRATION

1. Any and all disputes, controversies and conflicts ("Disputes") arising out of this CA between the Parties or arising out of or relating to or in connection with this CA or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall in the first instance be attempted to be resolved amicably, however in case the disputes or the matters mentioned herein above are not resolved and settled amicably within Thirty (30) business days of the arising thereof, shall be referred for the Arbitration at the request in writing of any Member to the dispute under the provisions of Arbitration and Conciliation Act, 1996 and any modification or re-enactment thereof for the time being in force i.e. as per the Arbitration Act. For the purpose of such Arbitration the "Lead Member" shall appoint one Arbitrator, and the "Member" shall collectively appoint one Arbitrator. Two Arbitrators so appointed shall then jointly appoint a Third Arbitrator who shall serve as a Chairman. All the three Arbitrators shall be collectively referred to as the Arbitration Tribunal.
2. The Place of Arbitration shall be Vrindavan, District Mathura and the language used in Arbitral Proceeding shall be English.
3. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Members shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this CA except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.

Touchstone Foundation Vrindavan NCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

commercial delivery advice with acknowledgment received; or (ii) by registered or certified mail, postage prepaid, return receipt requested, to the Member at the respective address as set out in beginning of the CA. The date upon which such notice is actually delivered, shall be deemed to be the date of receipt of such notice.

3. The notice shall be served on the address as mentioned in the title clause of the CA.

18. ARBITRATION

1. Any and all disputes, controversies and conflicts ("Disputes") arising out of this CA between the Parties or arising out of or relating to or in connection with this CA or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall in the first instance be attempted to be resolved amicably; however in case the dispute or the matters mentioned herein above are not resolved and settled amicably within Thirty (30) business days of the arising thereof, shall be referred for the Arbitration at the request in writing of any Member to the dispute under the provisions of Arbitration and Conciliation Act, 1996 and any modification or enactment thereof for the time being in force i.e. as per the Arbitration Act for the purpose of such Arbitration the "Lead Member" shall appoint one Arbitrator and the "Member" shall appoint a Third Arbitrator. Two Arbitrators so appointed shall constitute the Arbitral Tribunal. The Arbitrator who shall serve as the Arbitrator shall be appointed collectively by the Parties to be the Arbitrator. The Arbitrator shall be appointed in writing by the Parties and the language used in Arbitral proceedings shall be in Hindi and the official language of the Party and shall be enforceable in the court of law. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any modification or enactment thereof for the time being in force i.e. as per the Arbitration Act, 1996. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any modification or enactment thereof for the time being in force i.e. as per the Arbitration Act, 1996. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any modification or enactment thereof for the time being in force i.e. as per the Arbitration Act, 1996.



[Handwritten signature]

[Handwritten signature]

4. Pending the submission to arbitration and thereafter, till the Arbitration Tribunal renders its award or decision, the Members shall, except in the event of termination of this CA or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this CA.

19. FURTHER ASSURANCE

1. Each Member convents and agrees that, subsequent to the execution and delivery of this CA each party shall execute and deliver any further legal instrument and perform any acts that are or may become necessary to effectuate the purposes of this CA.

20. AMENDMENTS AND MODIFICATIONS

1. The CA and the Schedules together constitutes a complete and exclusive understanding of the terms of CA between the parties on the subject thereof and not amendment or modification hereto shall be valid and effective unless agreed to by both the Members hereto and evidenced in writing.

21. STAMP DUTY AND REGISTRATION

1. The cost of stamp duty and registration if required, payable on this CA shall be borne and paid jointly by the Members of the Consortium.

22. RELATIONSHIP OF PARTIES

1. This CA is being entered into on a principal-to-principal basis and without any consideration. The parties are an independent entity of each other and not an agent of each other. Nothing in this CA shall be deemed to create or constitute to create employment relationship between "Lead Member" and the "Member" for any purpose.

23. WAIVER

1. There shall be no waiver of any term, provision, or condition of this CA unless such waiver is evidenced in writing and signed by the waiving Member. No omission or delay on the part of any Member in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.

Touchstone Foundation Vrindavan MCR


Authorized Signatory

For Hare Krishna Movement Vrindavan

Authorized Signatory

4. Pending the submission to arbitration and thereafter till the Arbitration Tribunal renders its award or decision, the Members shall, except in the event of termination of this CA or in the event of any interim order/award is granted under the state stated Act, continue to perform their obligations under this CA.

19. FURTHER ASSURANCE

1. Each Member consents and agrees that subsequent to the execution and delivery of this CA each party shall execute and deliver any further legal instrument and perform any acts that are or may become necessary to effectuate the purpose of this CA.

20. AMENDMENTS AND MODIFICATIONS

1. The CA and the Schedules together constitutes a complete and exclusive understanding of the terms of CA between the parties on the subject thereof and not amendment or modification hereof shall be valid and effective unless agreed to by both the Members hereto and evidenced in writing.

21. STAMP DUTY AND REGISTRATION

1. The cost of stamp duty and registration if required, payable on this CA shall be borne and paid jointly by the Members of the Consortium.

22. RELATIONSHIP OF PARTIES

1. This CA is being entered into on a principal-to-principal basis and without any consideration. The parties are an independent entity of each other and not an agent of each other. Nothing in this CA shall be deemed to create or constitute to create employment relationship between "Lead Member" and the "Member".

23. WAIVER

1. There shall be no waiver of any right or condition of this CA unless such waiver is in writing and signed by the waiving Member. No oral or implied waiver shall be effective. A waiver of any right, power or privilege shall not constitute a waiver of any other right, power or privilege. The rights, powers or privileges of any other right, power or privilege are cumulative with and not exclusive of the rights, powers or privileges provided by law.



2. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

24. SEVERABILITY

1. Provisions of this CA are severable. Unenforceability, due to law, of any one or more of its provisions shall not be deemed as unenforceability of entire CA. The remaining provisions shall be enforced and complied by the Members.
2. In the event that any provision hereof conflicts with the applicable laws or if any such provision is held invalid by a competent authority, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the CA will remain in full force and effect.


25. ENTIRE CA

1. This CA contains the entire understanding between the Members with respect to the subject matter hereof and there are no further or other promises, representations, warranties or CAs or understandings, whether written or oral, except as contained herein. This CA supersedes all previous understandings, agreements, correspondence, etc. on this subject between the Members hereto.
2. This CA cannot be modified and amended in anyway except through the Addendum or Memorandum of Understanding (MOU) as the case may be, to be reduced in writing and signed by the Members through their authorized representatives. The said amendment shall be binding on the Members of this CA and shall be read with this Consortium Agreement.


26. FORCE MAJEURE

1. Neither Member shall be liable for any delay in compliance with its obligations under this CA in the event that such delay is due to any event of force majeure such as civil commotion, war, earthquake, riots, strikes, lock-outs, fire, accident or other event of God or due to any prohibitory order or injunction or directive of any Government Tribunal, Quasi-tribunal, local or public body or authority or competent authority or any Act, Ordinance, Statutes, Rules, Regulations, Bye-laws, Notifications by

Touchstone Foundation Vrindavan NCR


Authorized Signator

For Hare Krishna Movement Vrindavan


Authorized Signatory

2. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

24. SEVERABILITY

1. Provisions of this CA are severable. Unenforceability of one or more of its provisions shall not be deemed as unenforceability of entire CA. The remaining provisions shall be enforced and complied by the Member.

2. In the event that any provision hereof conflicts with the applicable law or if any such provision is held invalid by a competent authority, such provision will be deemed to be revised to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the CA will remain in full force and effect.

25. ENTIRE CA

1. This CA contains the entire understanding between the Member with respect to the subject matter hereof and there are no further or other promises, representations, warranties or CAs or understandings, whether written or oral, except as contained herein. This CA supersedes all previous understandings, agreements, correspondence, etc. on this subject between the Member hereto.

2. This CA cannot be modified and amended in anyway except through the Addendum or Memorandum of Understanding (MOU) as the case may be, to be reduced in writing and signed by the Member through their authorized representatives. The said amendment shall be binding on the Member of this CA and shall be read with this Consortium Agreement.

26. FORCE MAJEURE

1. Neither Member shall be liable for delay in compliance with its obligations under this CA due to any event of force majeure as defined in the Consortium Agreement. Force majeure shall include, but not be limited to, natural disasters, war, terrorism, strikes, lock-outs, fire, or any other event beyond the control of the Member. The Consortium Agreement shall be suspended during the period of force majeure. The Consortium Agreement shall be terminated if the force majeure continues for a period of more than 180 days. The Consortium Agreement shall be terminated if the force majeure continues for a period of more than 180 days. The Consortium Agreement shall be terminated if the force majeure continues for a period of more than 180 days.



[Faint signature or stamp]

Government (State and Central) or municipal or other local bodies or competent authorities or as a result of any industry-wide event or as a result of the non-availability of steel, cement or other building material. In addition, the Members shall not be liable for any delay in development/ construction of the Property as a result of any stop work notice, or order or direction by any Court or authority, not attributable to any act of omission or commission on the part of or in any way relating to the Members.

27. JURISDICITON AND GOVERNING LAWS

1. This CA shall be governed and construed in accordance with laws of India and shall be subject all applicable laws and regulations as may in force from time to time subject to the arbitration clause, the Court having jurisdiction in any/or all matters arising out of or in relation to this CA shall entertain and dispose of the same.


28. VALIDITY

1. The Consortium Agreement (CA) shall be valid and enforceable till the completion of the project(s) undertaken as per this CA.
2. The CA shall be terminated upon completion / handing over of the project(s) undertaken as per this CA.
3. The CA may be terminated with the mutual agreement and consent of the parties, such agreement / consent shall be reduced in writing.

Touchstone Foundation Vrindavan MCR


Authorized Signatory

For Hare Krishna Movement Vrindavan


Authorized Signatory

Government (State and Central) or Municipal or other local bodies or competent authorities or as a result of any industry-wide event or as a result of the non-availability of steel, cement or other building materials. In addition, the Members shall not be liable for any delay in development, construction of the Property as a result of any stop work notice, or order or direction by any Court or authority, not attributable to any act of omission or commission on the part of or in any way relating to the Members.

27. JURISDICTION AND GOVERNING LAWS

1. This CA shall be governed and construed in accordance with laws of India and shall be subject to all applicable laws and regulations as may in force from time to time subject to the arbitration clause. The Court having jurisdiction in any/all matters arising out of or in relation to this CA shall entertain and dispose of the same.

28. VALIDITY

1. The Consortium Agreement (CA) shall be valid and enforceable till the completion of the project(s) undertaken as per this CA.
2. The CA shall be terminated upon completion / handing over of the project(s) undertaken as per this CA.
3. The CA may be terminated with the mutual agreement and consent of the parties, such agreement / consent shall be reduced in writing.






भारत सरकार
 Government of India


 नाम: अनिल जोशी
 Anil Joshi
 जन्म तिथि/DOB: 26/09/1982
 लिंग/ GENDER: MALE



2094 8342 4242
 VID: 9128 3773 1096 8076

मेरा .भारत. मेरी पहचान


भारतीय विशिष्टता प्राधिकरण
 Unique Identification Authority of India

नाम:
 C/O महेश चंद्रा जोशी, वृन्दावन चन्द्रोदय मंदिर
 भक्तिवेदान्त स्वामी मठ, चंडीकारा रोड, वृन्दावन बंगला,
 मथुरा,
 उत्तर प्रदेश - 281121

Address:
 C/O Mahesh Chandra Joshi, Vrindavan
 Chandrodaya Mandir Bhaktivedanta
 Swami Math, Chhatikare Road,
 Vrindaban Bangla, Mathura,
 Uttar Pradesh - 281121



2094 8342 4242
 VID: 9128 3773 1096 8076

QR Code with Photograph

For Hare Krishna Movement Vrindavan

[Handwritten Signature]
Authorized Signatory

आयकर विभाग
 INCOME TAX DEPARTMENT


भारत सरकार
 GOVT. OF INDIA

HARE KRISHNA MOVEMENT
VRINDAVAN

26/02/2008
 Permanent Account Number:
AAATH7073G



Signature





भारत सरकार
GOVERNMENT OF INDIA



आशीष श्रीवास्तव

Ashish Srivastava

जन्म तिथि / DOB: 22/06/1981

पुरुष / MALE

Mobile No.: 9886666739

7825 2016 6216

VID : 9187 4304 0629 6222



मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

आत्मज: राजेंद्र प्रसाद श्रीवास्तव, सा 15/132-ए एल
एन-4, हरमयन विहार कॉलोनी नवईया, वाराणसी,
वाराणसी,
उत्तर प्रदेश - 221007

Address:

S/O: Rajendra Prasad Srivastava, sa 15/132
-a 1 f-4, harmayan vihar colony navaiya,
Varanasi, Varanasi, Uttar Pradesh - 221007

Download Date: 20/06/2019

7825 2016 6216
VID : 9187 4304 0629 6222

QR Code with Photograph



Generation Date: 27/06/2019

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Ashish Srivastava

संस्कृत विद्यापीठ
मुंबई

संस्कृत विद्यापीठ
मुंबई

संस्कृत विद्यापीठ
मुंबई

संस्कृत विद्यापीठ
मुंबई

संस्कृत विद्यापीठ
मुंबई

संस्कृत विद्यापीठ, मुंबई

संस्कृत विद्यापीठ, मुंबई




भारत सरकार
GOVERNMENT OF INDIA


राहुल कुमार
Rahul Kumar
जन्म वर्ष / Year of Birth : 1994
पुरुष / Male



8135 7674 5378

आधार — आम आदमी का अधिकार


भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O राज कुमार सिंह, 24/105, काजी पाड़ा, आगरा फोर्ट ह.ओ., आगरा, उत्तर प्रदेश, 282003
Address: S/O Raj Kumar Singh, 24/105, KAJI PADA, Agra Fort H.O., Agra Fort, Agra, Uttar Pradesh, 282003

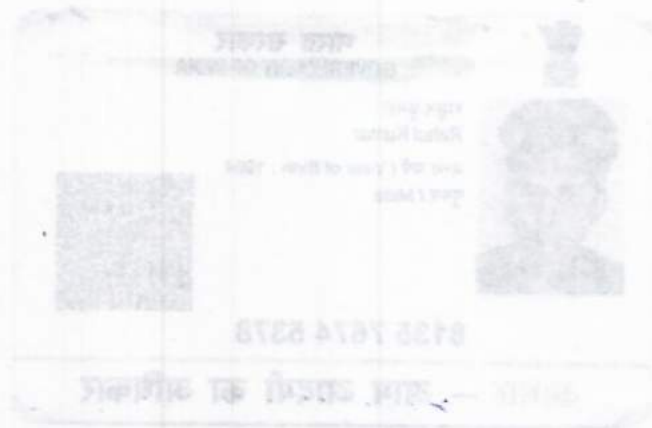
 1947
1800 180 1947

 help@uidai.gov.in

 www.uidai.gov.in

 P.O. Box No.1947,
Bangaluru-560 001

Rahul



Faded text lines, possibly a header or address, including what appears to be a date and some organizational details.



IN WITNESS WHEREOF THE MEMBERS TO THIS CONSORTIUM AGREEMENT(CA) HAVE SET THEIR RESPECTIVE HANDS.

<p>SIGNED AND DELIVERED On behalf of Touchstone Foundation Vrindavan-NCR by its authorized signatory</p> <p><i>[Signature]</i> Touchstone Foundation Vrindavan NCR</p> <p>Name: Yudhishthira Krishna Dasa aka Yogesh K P Title: Authorised Signatory</p> <p>In the presence of</p> <p><i>[Signature]</i> Mr. Ashish Srivastava S/o Mr. Rajendra Prasad Srivastava R/o sa 15/132a I f-4, harnarayan vihar colony mavaiya, Varanasi, Uttar Pradesh, PIN - 221007 AADHAAR No-7825 2016 6216</p>	<p>SIGNED AND DELIVERED On behalf of Hare Krishna Movement, Vrindavan by its authorized signatory</p> <p><i>[Signature]</i> For Hare Krishna Movement Vrindavan</p> <p>Name: Arjun Nath Das aka Amit Joshi Title: Authorised Signatory</p> <p>In the presence of</p> <p><i>[Signature]</i> Mr. Rahul Kumar S/o Mr. Rajkumar Singh R/o 24/105, Kaji Pada, Agra Fort, Agra, Uttar Pradesh, PIN - 282003 AADHAAR No-8135 7674 5378</p>
---	--



Ashish Srivastava



Rahul

IN WITNESS WHEREOF THE MEMBERS TO THIS CONSORTIUM
AGREEMENT(S) HAVE SET THEIR RESPECTIVE HANDS.

<p>SIGNED AND DELIVERED On behalf of Late Krishna Movement, Windaon by its authorized signatory</p> <p><i>[Signature]</i></p> <p>Name: <i>[Signature]</i> Late Sri. Anil Kumar</p> <p>Title: Authorized Signatory</p> <p>in the presence of</p> <p><i>[Signature]</i></p> <p>Mr. Ramesh Kumar S/o Mr. Rajendra Singh R/o 24/105, Kaji Path, Agri Path, Agri, Uttar Pradesh, PIN - 282003 AADHAR No-8135 7574 5778</p>	<p>SIGNED AND DELIVERED On behalf of Touchstone Foundation Windaon-NCR by its authorized signatory</p> <p><i>[Signature]</i></p> <p>Name: Yashvir Singh Khatwa Yogesh P Title: Authorized Signatory</p> <p>in the presence of</p> <p><i>[Signature]</i></p> <p>Mr. Anil Srivastava S/o Mr. Rajendra Prasad Srivastava R/o 12/132, 1st, Hanuman Vihar colony, Mayapuri, Varanasi, Uttar Pradesh, PIN - 221007 AADHAR No-7852 2016 6516</p>
---	---



IN WITNESS WHEREOF THE MEMBERS TO THIS CONSORTIUM AGREEMENT(CA) HAVE SET THEIR RESPECTIVE HANDS.

<p>SIGNED AND DELIVERED On behalf of Touchstone Foundation Vrindavan-NCR by its authorized signatory</p> <p><i>[Signature]</i> Touchstone Foundation Vrindavan NCR</p> <p>Name: Yudhisthira Krishna Dasa aka Yogesh K P Title: Authorised Signatory</p> <p>In the presence of</p> <p><i>[Signature]</i> Mr. Ashish Srivastava S/o Mr. Rajendra Prasad Srivastava R/o sa 15/132a I f-4, hamarayan vihar colony mavaiya, Varanasi, Uttar Pradesh, PIN - 221007 AADHAAR No-7825 2016 6216</p>	<p>SIGNED AND DELIVERED On behalf of Hare Krishna Movement, Vrindavan by its authorized signatory</p> <p><i>[Signature]</i> For Hare Krishna Movement Vrindavan</p> <p>Name: Arjun Nath Das aka Amit Joshi Title: Authorised Signatory</p> <p>In the presence of</p> <p><i>[Signature]</i> Mr. Rahul Kumar S/o Mr. Rajkumar Singh R/o 24/105, Kaji Pada, Agra Fort, Agra, Uttar Pradesh, PIN – 282003 AADHAAR No-8135 7674 5378</p>
---	--



[Handwritten signature]



[Handwritten signature]

IN WITNESS WHEREOF THE MEMBERS TO THIS CONSORTIUM
AGREEMENT(CA) HAVE SET THEIR RESPECTIVE HANDS.

<p>SIGNED AND DELIVERED On behalf of Mrs. Kanna Movement, Vrindavan by its authorized signatory</p> <p>Name: Anil Kumar Singh Title: Authorized Signatory</p> <p>in the presence of</p> <p>Mr. Ramesh Kumar S/o Mr. Rajiv Kumar Singh R/o 24/102, Kirti Park, Agra Fort, Agra, Uttar Pradesh, PIN - 282003 AADHAR No-8132 3274 9378</p>	<p>SIGNED AND DELIVERED On behalf of Touchstone Foundation Vrindavan-NCR by its authorized signatory</p> <p>Name: Yogesh Kumar Das Title: Authorized Signatory</p> <p>in the presence of</p> <p>Mr. Anil Srivastava S/o Mr. Rajendra Prasad Srivastava R/o 24/102, Kirti Park, Agra Fort, Agra, Uttar Pradesh, PIN - 282003 AADHAR No-7822 2010 6218</p>
---	--



[Handwritten signature]

SCHEDULE - I**Roles and responsibilities of each individual member of the consortium**

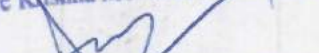
S.No.	Type of Member	Roles and Responsibilities
1	Lead Member	Overall development, implementation, Management of the project(s) till its completion and handover
	Name: Touchstone Foundation Vrindavan-NCR	Technical, Financial and Marketing Support
	Address: 141, Nehru Nagar II, F Block, Ghaziabad, Uttar Pradesh, PIN -201001	
2	Member	Arrangement of Land "Property" on which the project(s) is/are to be developed
	Name: Hare Krishna Movement, Vrindavan	
	Address: Vrindavan Chandrodaya Mandir, Bhaktivedanta Swami Marg, Chhatikara Road, Vrindavan, District Mathura, Uttar Pradesh, PIN - 281121	

Touchstone Foundation Vrindavan NCR




Authorized Signatory

For Hare Krishna Movement Vrindavan



Authorized Signatory

Dated:- 28-01-2021 Drafted by **RAJKUMAR SHARMA**, Advocate Registration No.2331/89, Ch. No.62, Tehsil Compound, Ghaziabad Phone No.2755044 has prepared/written the deed as per facts explained by both the Parties & their's photographs have been attested on the basis of I.D. Proofs.



राजकुमार शर्मा (एडवोकेट)
रजि० नं०-U.P.-2331/89
62, तहसील कम्पाउण्ड, गाजियाबाद

आवेदन सं०: 202100739009252

बही संख्या 4 जिल्द संख्या 1397 के पृष्ठ 169 से 220 तक क्रमांक 399 पर दिनांक 28/01/2021 को रजिस्ट्रीकृत किया गया।

2 No.	Type of Member	Roles and responsibilities of each individual member of the consortium
1	Lead Member	Overall development, Implementation, Management of the project) till its completion and handover
2	Member	Technical, Financial and Marketing Support

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(Handwritten signature)

गणेश . मेहता

उप निबंधक : सदर प्रथम

गाजियाबाद

28/01/2021



Dated: 28-01-2021 Filed by RAJKUMAR SHARMA, Advocate Registration No. 233189, C.A. No. 62, Teraal Compound, Ghaziabad Phone No. 2755044 has prepared/written the deed as per facts explained by both the Parties & their photographs have been attested on the basis of I.D. Photos.

रजिस्ट्रार ऑफ कंपनियों (प्रमुख)
 2021-01-28
 गाजियाबाद