



उत्तर प्रदेश, UTTAR PRADESH

85AA 760977

CONSORTIUM AGREEMENT

This Consortium Agreement ("Agreement") is made and executed on this 21st day of May, 2014 at Ghaziabad ;

BY AND BETWEEN :

M/s Utility Estates Pvt. Ltd., a company incorporated under the provisions of the Indian Companies Act, 1956, having its office at G-79, Preet Vihar, Delhi – 110092, through its Authorized Signatory, Mr. Ved Prakash Garg, (hereinafter referred to as "Lead Member"), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the "FIRST PART".

AND

M/s Ether Conbuild Pvt. Ltd., a company incorporated under the provisions of the Indian Companies Act, 1956, having its office at 11, New Rajdhani Enclave, Vikas Marg, Delhi – 110092, through its Authorized Signatory, Mr. Bir Singh Pundir, (hereinafter referred to as "Member Company No. 1"), which expression shall, unless repugnant to

For Utility Estates Pvt. Ltd.

Authorized Signatory/Director

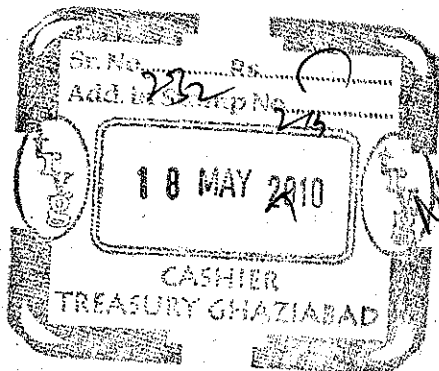
For Ether Conbuild Pvt. Ltd.

Authorized Signatory/Director
Authorized Signatory

For Expanse Conbuild Private Limited
For Expanse Conbuild Pvt. Ltd.

Authorized Signatory/Director
Authorized Signatory

21 MAY 2014



MS Utility Estate Pvt Ltd
Delhi

the meaning or context thereof, be deemed to mean and include its successors and permitted assigns of the "SECOND PART".

AND

M/s Expanse Conbuild Pvt. Ltd., a company incorporated under the provisions of the Indian Companies Act, 1956, having its office at 11, New Rajdhani Enclave, Vikas Marg, Delhi - 110092, through its Authorized Signatory, Mr. Ashok Kumar Rai (hereinafter referred to as "Member Company No. 2"), which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns of the "THIRD PART".

NOW THIS CONSORTIUM AGREEMENT WITNESSETH AS UNDER:-

1. Lead Member :

All the Consortium members have mutually decided to appoint M/s. Utility Estates Private Limited as the Lead Member of the Consortium.

2. Aim and Scope of Consortium Agreement :

All the three consortium members are proposing to contribute and consolidate land as per detail attached in order to make the land contiguous in order to achieve the ultimate object of development of Affordable Group Housing Project in a planned manner as per the Policy of State Government of Uttar Pradesh at Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, Uttar Pradesh, here-in-after known as "Project" as per the norms and bye laws of the Ghaziabad Development Authority.

3. Project Management Structure and Roles of the Member :

- a) The Lead Member either severally or jointly with the other members of the consortium may arrange for the approval and sanction of the drawing and/or layout plan of the entire project/part of the project from the various authorities, departments, government and non government agencies.
- b) The parties to this agreement may contribute land/support for the project and may carry out any other work as may be assigned to them from time to time on the basis of mutual discussion held among the parties.
- c) The Lead Member and other members of the consortium may arrange for registration with various authorities, departments, government and non-government agencies in respect of the towers situated on the land parcels respectively owned by the consortium members in their own name.
- d) The Lead Member and/or other member companies of the consortium may jointly develop the common area facilities falling in the entire project area and all

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For Utility Estates Pvt. Ltd.

Authorized Signatory/Director
Authorised Signatory

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For Expanse Conbuild Private Limited
For Expanse Conbuild Pvt. Ltd.

Authorized Signatory/Director
Authorised Signatory

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members and their allottees will be entitled to use and enjoy those common area facilities without any hindrance or objection by any of the consortium member companies.

4. Funding and Basis of Sharing the Expenditure and Remuneration:

- a) Each Consortium Member will construct towers which falls on the land respectively owned by them and they will bear all sorts of construction, development and other cost and expenses for their own tower.
- b) Each Consortium Member will also be entitled to market, sell, accept booking and sale proceeds, execute sale deeds in respect of flats/units situated in their own respective towers.
- c) Each Consortium Member will earn its own profits and incomes out of towers launched by each respective member.
- d) Each Consortium Member will bear their own tax and other sorts of liabilities for the towers launched by them. One member will not be responsible and liable for the acts of other members. If any liability falls upon any member for the tower launched by that member, it will keep the other members indemnified in respect of that liability.
- e) Each member will be individually responsible to handle all sorts of disputes related to customers, bankers, authorities, government departments for the towers launched by each respective member.

5. Change of Name of Member Companies

The Member Company No. 1 is proposing to change its name from Ether Conbuild Private Limited to Shubhhomes Realcon Private Limited and the Member Company No. 2 is proposing to change its name from Expanse Conbuild Private Limited to UH Realcon Private Limited, subject to the approval by the Registrar of Companies. None of the member companies has any objection to the proposed change of name of the member companies.

6. General Terms and Conditions:

- a. **GOVERNING LAW:** This Consortium Agreement shall be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws, the later shall prevail.
- b. **FORCE MAJEURE:** None of the member shall be held in default in the performance of the obligation under this Consortium Agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but not limited to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other to tackle the force majeure situation.

For Utility Estates Private Limited
For Utility Estates Pvt. Ltd.

Authorized Signatory/Director
Authorised Signatory

For Ether Conbuild Pvt. Ltd.
For Ether Conbuild Pvt. Ltd.

Authorized Signatory/Director
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For Expanse Conbuild Private Limited
For Expanse Conbuild Pvt. Ltd.

Authorized Signatory/Director
Authorised Signatory

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- c. **WAIVER:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of any subsequent breach.
- d. **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members. If any modification is required in future, the said proposed modification with the consent of all members will be reduced in to writing and signed by them or their duly authorized representatives as amendment to this Consortium Agreement. This Consortium Agreement also supersedes all previous communications and other Consortium Agreement between the members written or oral for this project, if any.
- e. **CONFIDENTIALITY:** All members shall be under the obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Uttar Pradesh, if required by the same.
- f. **MODIFICATION/AMENDMENT:** The term and conditions of this Consortium Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the Consortium Members.
- g. **VALIDITY:** If any term or provision of this Consortium to any extent, be held invalid or unenforceable, the remainder of terms and provisions other than those which are held as invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Consortium shall be valid and be enforced to the fullest extent as permitted by law.
- h. **TERMINATION OF CONSORTIUM AGREEMENT:** This Consortium Agreement shall be terminated upon the arrival of the first of the following events, with the mutual consent of all members :-
- a. Upon the Completion of the entire Project,
 - b. All the members mutually decide to terminate.
- k. **MISCELLANEOUS/LIABILITY:** Nothing in this agreement shall be construed providing for the sharing of the profit & losses arising out of the efforts of any of the members to the other members, except as expressly written herein. No party shall be liable for any financial compensation arising out of termination of the Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one member or otherwise. No member will be directly and indirectly liable to pay for any sort of taxes on behalf of each other.

For Utility Estates Private Limited

Authorized Signatory/Director
Authorized Signatory

For Ether Conbuild Pvt. Ltd.

For Ether Conbuild Pvt. Ltd.

Authorized Signatory/Director

Authorized Signatory

For Expanse Conbuild Private Limited

For Expanse Conbuild Pvt. Ltd.

Authorized Signatory/Director
Authorized Signatory

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CONSORTIUM MEMBERS

Village	S. No.	Khasra No.	Area of Project (In Hect.)	Name of the Consortium Members
Bamheta	1	2243	0.1366	Shubhhomes Realcon Private Limited
Bamheta	2	2243	0.0274	Shubhhomes Realcon Private Limited
Bamheta	3	2244	0.1266	Shubhhomes Realcon Private Limited
Bamheta	4	2244	0.0254	Shubhhomes Realcon Private Limited
Bamheta	5	2246	0.2660	Shubhhomes Realcon Private Limited
Bamheta	6	2380	0.0447	Shubhhomes Realcon Private Limited
Bamheta	7	2381	0.0259	Shubhhomes Realcon Private Limited
Bamheta	8	2382	0.3092	Shubhhomes Realcon Private Limited
Bamheta	9	2383	0.3290	Shubhhomes Realcon Private Limited
Bamheta	10	2384	0.2546	Shubhhomes Realcon Private Limited
Bamheta	11	2385	0.5690	Shubhhomes Realcon Private Limited
Bamheta	12	2388	0.3670	Shubhhomes Realcon Private Limited
Bamheta	13	2396	0.2020	Shubhhomes Realcon Private Limited
Bamheta	14	2399	0.2530	Shubhhomes Realcon Private Limited
Bamheta	15	2400	0.1520	Shubhhomes Realcon Private Limited
Bamheta	16	2401	0.2780	Shubhhomes Realcon Private Limited
Bamheta	17	2402	0.4550	Shubhhomes Realcon Private Limited
Bamheta	18	2403	0.0170	Shubhhomes Realcon Private Limited
Bamheta	19	2406	0.0632	Shubhhomes Realcon Private Limited
Bamheta	20	2247	0.0500	Shubhhomes Realcon Private Limited
Bamheta	21	2375	0.1875	UH Realcon Private Limited
Bamheta	22	2377	0.7210	UH Realcon Private Limited
Bamheta	23	2378	0.2780	UH Realcon Private Limited
Bamheta	24	2380	0.2843	UH Realcon Private Limited
Bamheta	25	2381	0.3031	UH Realcon Private Limited
Bamheta	26	2382	0.1338	UH Realcon Private Limited
Bamheta	27	2406	0.1648	UH Realcon Private Limited
Bamheta	28	2407	0.3040	UH Realcon Private Limited
Bamheta	29	2410	0.3650	UH Realcon Private Limited
Bamheta	30	2411	0.2660	UH Realcon Private Limited
Bamheta	31	2422	0.1015	UH Realcon Private Limited
Bamheta	32	2247	0.1520	Utility Estates Private Limited
Bamheta	33	2379	0.2660	Utility Estates Private Limited
		Total	7.4786	

For Utility Estates Private Limited

Authorized Signatory/Director

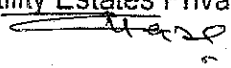
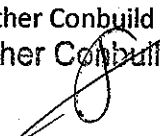
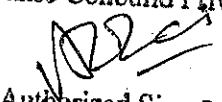
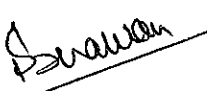
For Ether Conbuild Pvt. Ltd.

Authorised Signatory/Director

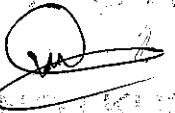
For Expanse Conbuild Private Limited

Authorized Signatory/Director

IN WITNESSES WHEREOF the members hereto have executed this Consortium Agreement on/at the date/place mentioned above and have caused this Consortium Agreement to be signed on their behalf in the manner set out below :

Lead Member For Utility Estates Pvt. Ltd. For Utility Estates Private Limited  (Ved Prakash Garg) Authorized Signatory/Director Authorised Signatory	
Member Company No. 1 For Ether Conbuild Pvt. Ltd. For Ether Conbuild Pvt. Ltd.  Authorized Signatory/Director Authorised Signatory	Member Company No. 2 For Expanse Conbuild Pvt. Ltd. For Expanse Conbuild Private Limited  Authorized Signatory/Director Authorised Signatory
WITNESS - 1  Name: <u>(SUNIL DHAWAN)</u> Address: <u>11, New Rajdhani, Endave</u> <u>Vikas Marg, Delhi - 110092</u>	WITNESS - 2  Name: <u>Manvi Kumar</u> Address: <u>352, Thane wali Col</u> <u>Burnia, Hazratnagar</u>



ATTESTED

MANOJ KUMAR
Assistant Secretary
Govt. of India