

H 776695







### CONSORTIUM AGREEMENT

This Consortium Agreement is made on this 10th day of December 2007 at Muzaffarnagar by and

### BETWEEN

I.M/s DWARIKA PROJECTS LIMITED, a company incorporated in NCT of NCT of SIMITED

FOR DWARIKA PROJECTS LIMITED

FOR SHIVE BUILDERS

Partner

Partner

1.M/s DWARIKA PROJECTS LIMITED, a company incorporated in NCT of SIMITED CONSTRUCTION

FOR SHIVE Sai Builders

For Shive Sai Builders

For Shive Builders

For Sita Ram Builders

For Sita Ram Builders

Partner

Partner

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Delhi of Haryana, Registered under Companies Act 1956, having their registered office at 2, Park End, Vikas Marg Delhi- 110092, through its authorized director Sh. Raj Kishore Verma S/o Sh. Raghubir Singh, R/o B-7 Sector 36, Noida which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called DWARIKA as Lead constituent.

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### AND

- 2. M/s HUMERA ENGINEERING (P) LIMITED, a company incorporated in Utter Pradesh, Registered under Companies Act 1956, having their regtistered office at 324, North Civil Lines, Muzaffarnagar 251001, through ist authorized director Sh. Shashank Jain S/o Surendra Kumar Jain, R/o Panchara, Abupura, Mazaffarnagar 251001, which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called HUMERA as Constituent
- 3. M/s SHREE BALAJI CONSTRUCTION, A partnership firm, having their registered office at 377, Patel Nagar, New Mandi, Muzaffarnagar 251001, througt its partner and attorney holder Sh. Ajay Kumar Bansal S/o Sh. Janeshwer Dayal, R/o 36, Imam Bara, Prem Puri, Muzaffarnagar 251001, which expressions shall unless contrary for repugnant to the context here be deemaed to be included their executers and assigns or successors hereinafter called BALAJI as Constitument

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FOI Shire Sai Builders

For Shire Sai Builders

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पुत्र / पर्ली श्री रघुवीर सिह

वशा व्यापार

निवामी स्थायी बी 7 सैक्टर 36 नोयडा

अम्थाया पता

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वजं निवन्धन हेतु पेश किया।

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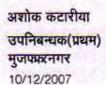


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4. M/s. SHREE RADHA KRISHAN ASSOCIATES, A partnership firm, having their registered office at 377, Patel Nagar, New Mandi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Ajay Kumar Bansal S/o Sh. Janeshwer Dayal, R/o 36, Imam Bara, Prem Puri, Muzaffarnagar 251001, Which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called RADHA - KRISHAN as constituent

#### AND

5.M/s. SHREE SAI BUILDERS, A partnership firm, having their registered office at 39, Suthra, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Shashank Jain S/o Sh. Surendra Kumar Jain, R/o Panchdara, Abupura, Muzaffarnagar - 251001, which expressions shall unless contrary for repugnant to the context here

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For Shree Sai Builders

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- 251001, which expressinons shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called SAI as Constitumet

6. M/s. SHREE SIDHI VINAYAK BUILDERS, A partnership firm, having their registered office at 39, Suthra Sahi, Muzaffarnagar - 251001, through its partner and attorney holder Mohd. Yaqub S/o Sh. Habib Ahmed, R/o 844/1 A, Yogendra Puri, Meerut Road, Muzaffanagar 251001, which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assingns or sucessors hereinafter called SIDHI as Constituent

#### AND

7. M/s SITA RAM BUILDERS, A partnership firm, having their registered office at 39, Sutrha Sahi, Muzaffanagar - 251001, thourgh its partner and attorney holder Sh. Vinit Bansal S/o sh. Parmeshwer Dayal Bansal, R/o 39, Sutra Sahi, Muzaffarnagar 251001, which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called SITA - RAM as Constituent

For Sita Ram Builders

Sidhi Vinayak Builders

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नार गर्ग (श्टाप्य विश्रेता) सहरीय त्टर, मुजप्फरनगर अस्तित्य सन् 8 पाइनित्य जो अवस्ति 31-3-2011

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Year:

2007

Book No. :

Registration No.:

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#### AND

8. M/s SHIVA BUILDERS, A partenship firm having their registered office at 39, Sutra Sahi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Ajay Kumar S/o Sh. Janeshwar Dayal, R/o 36, Imam Bara, Prempuri, Muzaffarnagar - 251001, which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called SHIVA as Constituent

Where as all the above mentioned Parties have agreed to form a Consortium of Developers with the object of development of integrated township at Muzaffarnagar in the state of Uttar Pradesh and for submitting the proposal to Government of UP for private developers for development of intergrated township at Muzaffarnagar in the state of Uttar Pradesh.

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परमेश्वर दयाल 39 सुथराशाही मु0नगूर

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जनेश्वर दयाल 36 इनामबाडा मु0नगर

व्यापार





Earlier Consortium Agreement was executted on 14-09-2007 between parties No.1 to 7 and parterns of party No.8 i.e Sh. Rajeshwer Dayal and Sh. Parmeshwer Dayal and Sh. Ajay Kumar Bansal now who are the parterns of firm SHIVA BUILDERS. All three parteis constitutted firm SHIVA BUILDERS so earlier Consortium Agreement Dated 14-09-2007 his here by canceled and this fresh Consortium agreement is executted.

### 1.0 NAME OF CONSORTIUM:

The name of this Consortium shall be in the style of DWARIKA BALAJI with their registered office at 2, PARK END, VIKAS MARG, DELHI - 110092 & Branch office at shop No. 1 & 2, Kunwar Vinod Market, Mahaveer Chowk,

For Shiva Builders

# 1.0 NAME OF CONSORTIUM:

The name of this Consortium shall be in the style of DWARIKA BALAJI with their registered office at 2, PARK END, VIKAS MARG, DELHI - 110092 & Branch office at shop No. 1 & 2, Kunwar Vinod Market, Mahaveer Chowk, Muzaffarnagar.

### 2.0 LEAD PARTNER:

All Consortium members have mutually decided to appoint M/s DWARIKA PROJECTS LIMITED as the lead member of the consoutium.

# 3.0 AIM AND SCOPE OF CONSORTIUM AGREEMENT:

The sole aim to form this consortium is for applying and getting registration for and making development of integrated township in the State of Uttar Pradesh as per U.P. Government housing scheme for development of housing town pulled to the consortium of the state of the state

and making development of integrated to what have been present to thousing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing the housing town as per U.P. Government housing town as per U.P

Shree Radha Krishan Associates

For Sin Ram Builders

shps for pritvate developers in the state. The Joint venture Consotium is being formed for taking part in the business of Real Estate Development projects, Construction projects & other works as mutually agreed & decided by the parties as per prevailing housing scheme of U.P State and as they deem fit depending on the situations arising from time of time.

# 4.0 SHAREHOLDING BASIS IN THE CONSORTIUM:

A. M/s DWARIKA PROJECTS LIMITED, the lead member of the Consortiumm, shall have a general power to work on behalf of the consourtium. The othermembers of the Consortium shall give a genral power of attorney in favor of DWARIKA PROJECTS LIMITED, in relation to the project of the Consor tium.

B. The share holding of all the members of the consortium shall be mutually decied and shall be entered in writing in form of M.O.U. which will be binding on all the constituents of Consortium.

Each Party shall enjoy profit/suffer loss amongst other rights/ liabities in proportion

to their Equity of Share-FOR DWARKA Shree Radha Krishan

# 5.0 PROJECT MANAGEMENT STRUCTURE AND ROLES OF MEMBERS OF THE CONSORTIUM

M/s DWARIKA PROJECTS LIMITED: shall work as lead partner in the consortium and shall look after all administrative, financial, technical & execution works. DWARIKA shall provide all technical know how and shall arrange/prepare DPR & execution of the project as per norms of Government scheme and would be in charge of the project.

M/s. HUMERA ENGINEERING (P) LIMITED: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SHREE BALAJI CONSTRUCTION: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

look after implementation as per DPR & instruction sof lead partner.

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M/s SHREE RADHA KRISHAN ASSOCIATES: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SHREE SAI BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SHREE SIDHI VINAYAK BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SITA RAM BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

Enr D'IARIN CASINE CONSTRUCTION FOR Shreet Balajea Construct

DIRECTOR FOR Shreet Balajea Construct

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For Sita Ram Builders

Partner

For Sita Ram Builders

For Sita Ram Builders

For Sita Ram Builders



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M/s SHIVA BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner. The Parties will combine their resources as agreed between them before taking up any work & will carry out the same accordingly.

# 6.0 FUNDING & BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:

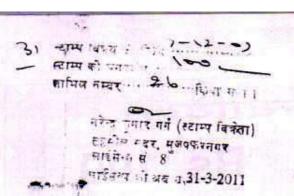
- a) All costs relating to this project right from registration, procurement expecution, sales, maintenace etc would be born by all the members of the Consortium as per ratio of their share holding as agreed.
- b) The Consortium shall raise loans from the financial instituition / Banks for the project and any short fall in the financing of the project shall be contributed by the Consortium members in the ratio of their share holding.
- c) Up on completion of the project any profit and loss shall be shared by the consotium members in the ratio of their share holding.
- d) All financial transections pertaining to the Consortium shall be carried out through a seperate Bank Account in the name of the consortium operable through the authorized representatives of consortium.

For SHIVA BUILDERS

Partner

Partner

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SHIVA BUILDERS

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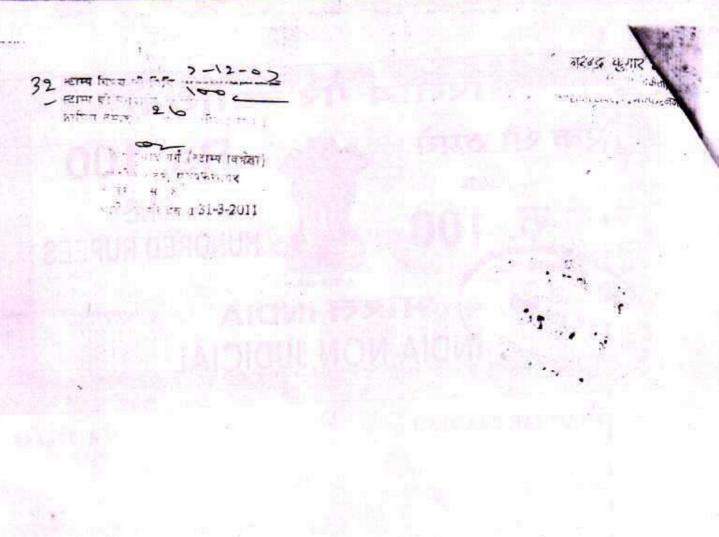
## 7.0 GENERAL TERMS & CONDITIONS:

i. This Consortium Agreement shall in all respect be constructed in accordance with the laws of Union of India as amended time to time, and in the event of conflict between the provisions of this Consortium agreement and the said laws the later shall prevail.

ii. The Managing Director of the Lead Partner will be the Chairperson of the Consortium will be legally authorized to execute the dicision (s) pertaining to all policy matters as well as day to day activities of the consortium. He is also authorized to delegate day / all of his powers to a person, in the interest of the consortium.

iii. All the policy decisions pertaining to the work will be taken in joint discussions between the parties. However, in case the difference of pointon is not sorted out amicably, then te opinon of the 2/3rd members of the Consor-

For DWARKATEROJETT SHEWHIT as final & binding.



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iv. FORCE MAJEURE: None of the members of the consortium shall be held in default in the performance of the obligation, under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limition to war, civil, commotion, riots, act of God, Government actions, and change of law. in the event of force majeure the members of the Consortium agreement undertake to consult each

# 8.0 TERMINATION OF CONSORTIUM AGREEMENT:

a. This Consortium Agreement shall not be terminated during the currency of contact/project approved by Development Authority.

b. This Consortium Agreement shall be valid and enforceable and binding on all constitute and justing the project in all respect.

For Shrea Sai Builders

Fartner

Si ree Rocha Krisian Associates

For Sita Ram Builders

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- c. The Consortium Agreement shall be terminated upon the arrival of first of the following events:
- i) Completion of the project and its tekeover by the Competent Authority
- ii) Rejection of the application for Registration / License bt the Competent Authority and all the members of the Consortium resolving to terminate the Consortium agreement.

#### 9.0 RESOLVING THE DISPUTE:

All disputes between the parties shall be sorted out mutually according to the prsvision of agreement herein above. However, in case, any one of the consortium member fails to accept the decision of the Chairperson of the Consortium as final & binding on him, the aggrieved party shall send his representation before the lead member of the consortium and then the disputes shall be referred to the Arbitration of the Indian Council for Arbitration

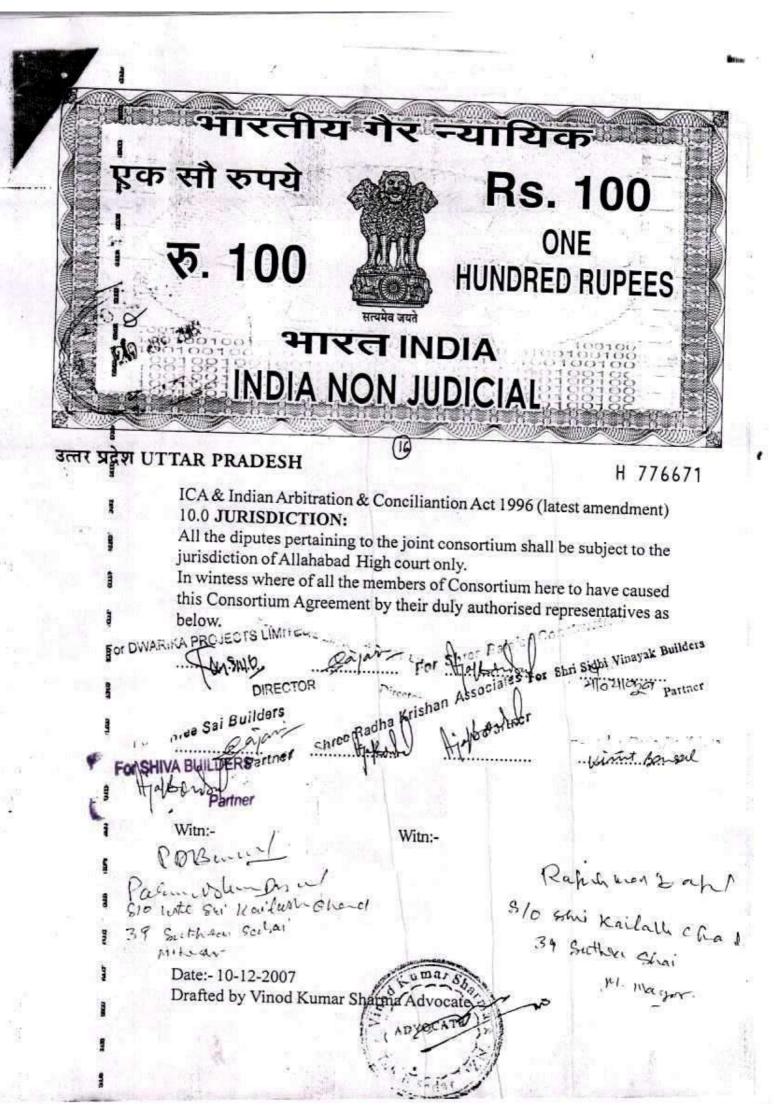
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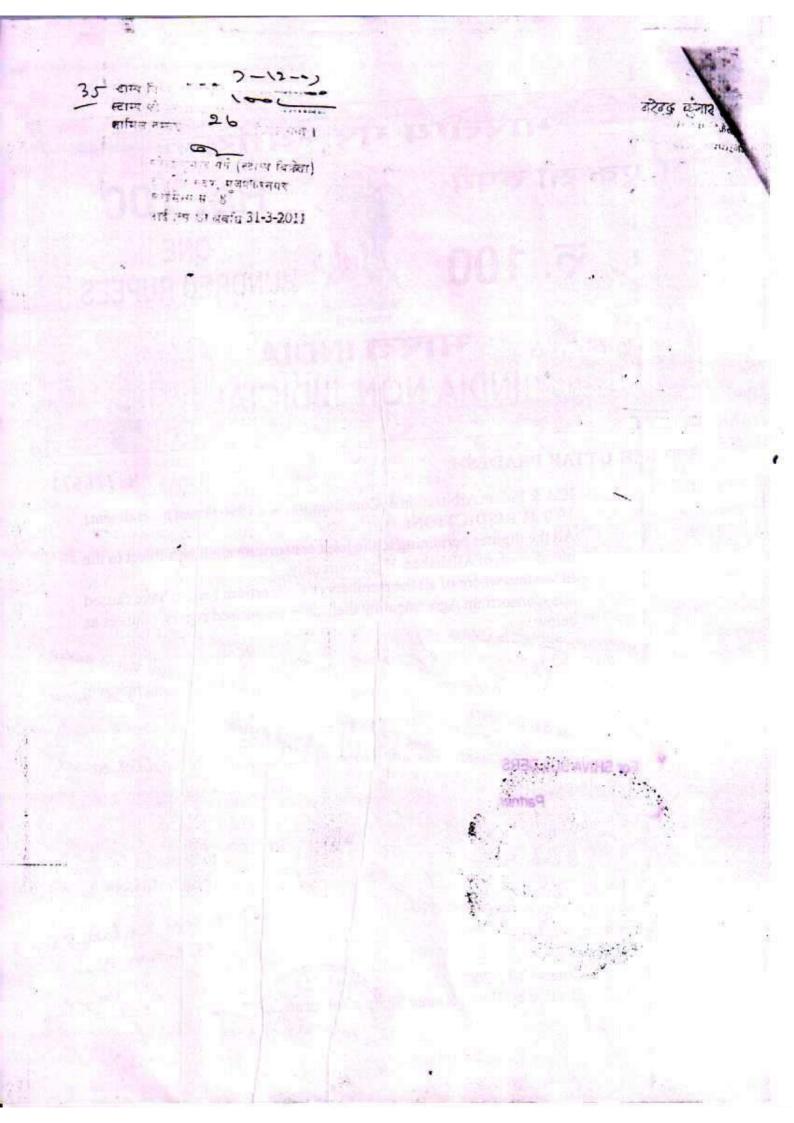
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पाईसन्त हो बदाय 31-3-2011





पक्षकार का नाम ..... वाग किओ

	अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
दायाँ हाथ					
बाँया हाथ					

पक्षकार का नाम क्षेत्राक्ष जी

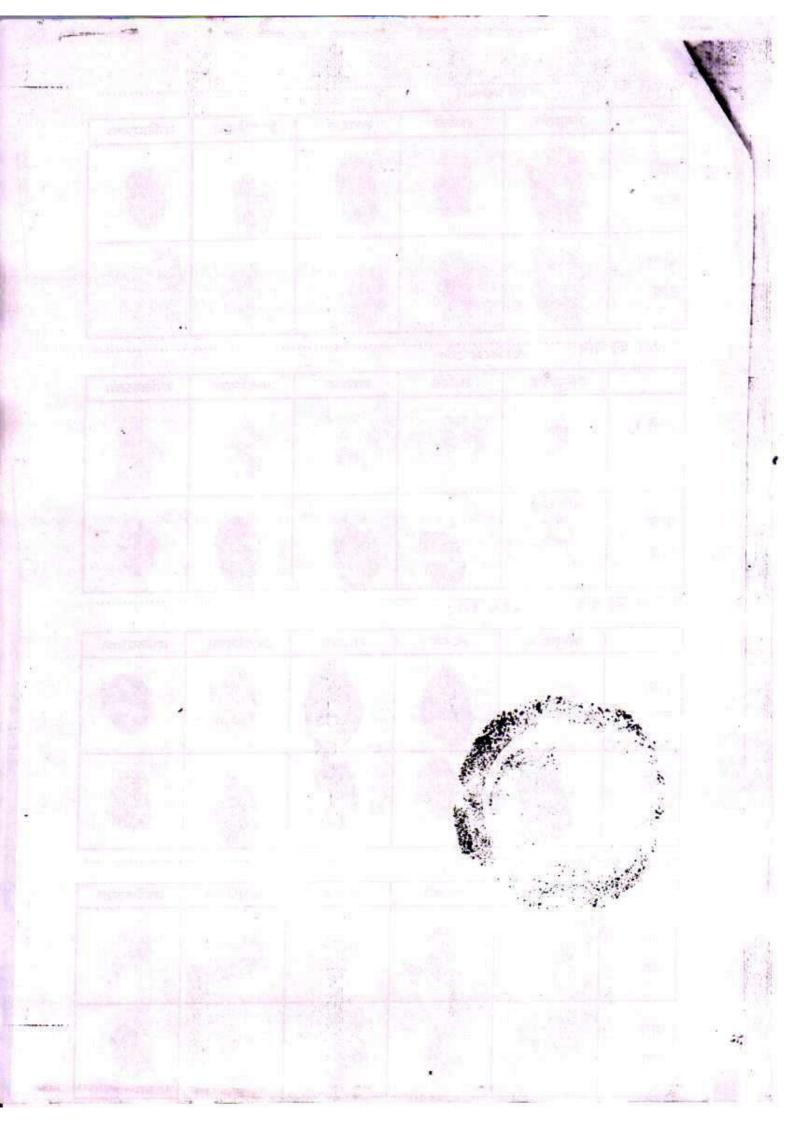
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पक्षकार का नाम ''' अठाफ नेम्ल

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दायाँ हाथ					
बाँया हाथ	2011				3

पक्षकार का नाम की आश्रद

	अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
दायाँ हाथ					
बाँया हाथ					*



	अगुखंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
दायाँ - हाथ					Ô
बाँया हाथ		2			

### पक्षकार का नाम

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दायाँ					4 - 4
हाथ					Y p . 25
बाँया					
हाथ					

# पक्षकार का नाम

	अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
दायाँ					
हाथ					
बाँया हाथ					

आज दिनांक <u>10/12/2007</u> की

वहीं मं <u>4</u> जिल्द मं <u>94</u>

पृष्ट सं <u>71</u> में <u>106</u> पर कमांक <u>192</u>

रितस्ट्रीकृत किया गया ।

अशोक कटारीया

10/12/2007