

आवेदन सं०: 201900739018970

बही संख्या 4 जिल्द संख्या 1125 के पृष्ठ 359 से 394 तक क्रमांक
508 पर दिनांक 27/02/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रविन्द्र मेहता

उप निबंधक : सदर प्रथम

गाजियाबाद

27/02/2019



508



उत्तर प्रदेश UTTAR PRADESH

EN 689124

CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT (herein "Consortium") is executed on this 27th day of February 2019.

BETWEEN

M/s. Himgiri Hotels Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956, having its Registered Office at 1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi - 110001, through its Director Shri Chaitanya Chaudhry S/o Shri Neiraj Chaudhry, duly authorized vide Board's Resolution dated 11.02.2019, hereinafter referred to the "HHPL" and/or "FIRST PARTY", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors - in - interest and assigns, of the FIRST PART

For HIMGIRI HOTELS PVT. LTD. For President/Chairman (P/Ch)

Atch

Signature

Director

Signature

21 FEB 2019

75

मैसर्स हिमगिरी होटल्स प्रा० लि० द्वारा चेतन्य चौधरी

रकम की धनराशि ₹ 100/-

संजय कुमार गौतम

आवेदन सं०: 201900739018970

भारत के नवीनीकरण का अधिनियम 31-3

अधिकृत विभाग द्वारा लघु न्याय के तहत

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 508

वर्ष: 2019

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 100 योग : 200

श्री मैसर्स हिमगिरी होटल्स प्रा० लि० द्वारा
चेतन्य चौधरी अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री नीरज चौधरी

व्यवसाय: अन्य

निवासी: 1204, निर्मल टावर 26, बाराखम्बा रोड कनॉट पेलेस नई दिल्ली

CLY



श्री, मैसर्स हिमगिरी होटल्स प्रा० लि० द्वारा

चेतन्य चौधरी अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक

27/02/2019 एवं 04:29:46 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रार के हस्ताक्षर

रविन्द्र मेहता

उप निबंधक : सदर प्रथम

गाजियाबाद

27/02/2019

संजीव कुमार गौतम

कनिष्ठ सहायक (निबंधन) - नियमित



2. M/s. Pheasant Infrastructure Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956, having its Registered Office at 1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi – 110001, through its Director, Shri Sarish Chaudhry S/o Late Shri O.P. Chaudhry, duly authorized vide Board's Resolution dated 11.02.2019, hereinafter referred to as the "PHIPL", and/or "SECOND PARTY", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors – in – interest and assigns, of the **SECOND PART**

3. M/s. Pine Infrastructure Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956, having its Registered Office at 1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi – 110001, through its Director, Neiraj Chaudhry S/o Shri H.K. Chaudhry, duly authorized vide Board's Resolution dated 11.02.2019, hereinafter referred to as the "PIPL", and/or "THIRD PARTY", which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors – in – interest and assigns, of the **THIRD PART**

The First Party, Second Party & Third Party hereinafter, collectively referred to as "Parties" and individually referred to as "Party" and/or "Member".

WHEREAS:-

- A. Parties hereto have considerable experience, technical capability and financial capacity and are engaged in the business of consolidation of real estate and have interest in the development and constructions activities on the real estate so consolidated / to be consolidated, which inter-alia includes land development, housing and colonizing etc. As such, by execution of these presents, the Parties hereto agree to form a Consortium, as an individual legal entity, to pool their respective expertise/experience and financial resources and so collectively equip the Consortium with such inherent consolidated strength to achieve the objectives envisaged herein.

For HIMGIRI HOTELS PVT. LTD.

[Signature]
Director

For Pheasant Infrastructure (P) Ltd.

[Signature]
Director

For Pine Infrastructures Pvt. Ltd.

[Signature]
Director

आवेदन सं०: 201900739018970

बही सं०: 4

रजिस्ट्रेशन सं०: 508

वर्ष: 2019

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

प्रथम पक्ष: 1

श्री मैसर्स हिमगिरी होटल्स प्रा० लि० के द्वारा चेतन्य
चौधरी, पुत्र श्री नीरज चौधरी
निवासी: 1204, निर्मल टावर 26, बाराखम्बा रोड कर्नाट
पेलेस नई दिल्ली
व्यवसाय: अन्य



प्रथम पक्ष: 2

श्री मैसर्स फैसेन्ट इन्फ्रास्ट्रक्चर प्रा० लि० के द्वारा सरीश
चौधरी, पुत्र श्री स्व० ओ०पी० चौधरी
निवासी: 1204, निर्मल टावर 26, बाराखम्बा रोड कर्नाट,
पेलेस नई दिल्ली
व्यवसाय: अन्य



प्रथम पक्ष: 3

श्री मैसर्स पाइन इन्फ्रास्ट्रक्चर प्रा० लि० के द्वारा नीरज
चौधरी, पुत्र श्री एच० के० चौधरी
निवासी: 1204, निर्मल टावर 26, बाराखम्बा रोड कर्नाट
पेलेस नई दिल्ली
व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री आकाश खण्डेलवाल, पुत्र श्री एम०सी० खण्डेलवाल
निवासी: 195, तुराब नगर गाजियाबाद
व्यवसाय: अन्य



- B. Pursuant to the contents of the foregoing para, the Parties hereto have decided to participate in the development of real estate, as aforesaid, and as such have agreed to join hands in terms hereof and to form this Consortium in the name and style of **"Himgiri Enclave RNE Consortium"**, (herein also the **"Consortium"**), mainly for the purpose of developing the land holdings of the Members, by setting - up a well planned integrated colony (herein **'Project'**), and thus promoting their individual business activities on a much larger planet possible only in this consolidated and unified manner and for undertaking, promoting, executing, marketing and selling such other Project of real estate nature involving their respective expertise, technical capability and financial capacity.

NOW, THEREFORE, THIS CONSORTIUM AGREEMENT WITNESSETH AS UNDER:

OBJECTIVE

1. The main explicit objective of this Consortium is duly recorded in the recital hereto and thereby enabling the Consortium and the Members thereof to submit proposals for the Project requiring approvals from the Regulatory Authorities including Ghaziabad Development Authority (herein **"GDA"**) and/or such other upcoming real estate project(s) and to undertake, implement, develop, finance, promote, execute, sell, operate and maintain the said projects, from time to time, and thereby promoting the activities relating to real estate development and infrastructure businesses, and connected with:
 - i. Setting - up integrated residential housing Project in consonance with rapid pace of urbanization containing better urban facilities for improving the life style, cultural and social interaction of people.
 - ii. To provide access to affordable housing for various section of the society (including Economically Weaker Section and Low Income Group) in a healthy environment.

For HIMGIRI HOTELS PVT. LTD.

(Signature)
Director

For Pheasant Infrastructure (P) Ltd.

(Signature)
Director

For Pine Infrastructure Pvt. Ltd.

(Signature)
Director

पहचानकर्ता : 2

श्री अतुल कुमार जिन्दल, पुत्र श्री जयकिशन जिन्दल

निवासी: 221, न्यू आर्य नगर गाजियाबाद

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रविन्द मेहता

उप निबंधक : सदर प्रथम

गाजियाबाद

सजीब कुमार गौतम

कनिष्ठ सहायक (निबंधन) -

नियमित

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे

नियमानुसार लिए गए हैं।

टिप्पणी :



- iii. Development of an integrated physical environment for community living and institutions to function in a co-ordinated manner.
- iv. Setting – up of entertainment facilities.
- v. Maintain and operate social cultural centers/clubs.
- vi. Development of infrastructure and community facilities such as hospitals, educational institutions etc.
- vii. Constructions, promotion, development, operation and marketing of residential and commercial properties.

DURATION

- 2.1 This Said Consortium stand duly constituted and operative in terms of Memorandum of Understanding dated 11.02.2019 and stands ratified from the date of signing and execution of this Consortium Agreement by the Parties/Members hereto and shall continue in force without any let or hindrance for the entire period till complete discharge of all obligations undertaken by the Parties for carrying out the Project under this Agreement, which shall always be so ensured by the Leader, defined hereinafter.
- 2.2 If any Members enters into bankruptcy or liquidation, or any other arrangement for the benefit of its creditors, the other Members shall, subject to approval by the Consortium, be entitled to take over the fulfillment of such Member's obligation. In such event, all rights and obligations under this Consortium shall in good faith be redistributed among the remaining Members and the affected Member on the basis of work performed by the affected Member prior to occurrence of the said circumstances.

For HIMGIRI HOTELS PVT. LTD.

Chit Ch
Director

For Phoenix Infrastructure Pvt. Ltd.

[Signature]
Director

For Pine Infrastructures Pvt. Ltd.

Niraj Chandel
Director

CONSORTIUM OPERATIONS



VIRENDRA PAL SINGH
Advocate
Ch. No. 56, Tehsil Compound

LEADER OF THE CONSORTIUM:

- 3.1 The Parties hereto have hereby nominated and appointed M/s. Himgiri Hotels Pvt. Ltd. as the leader of the Consortium (herein also called the "Leader"), who is entitled to sign, verify, execute and file any application, affidavit, indemnity bond, agreement, undertaking required for obtaining approvals from the Regulatory Authorities including GDA in connection with the Project / project(s), for and on behalf of the Consortium.

3.2 AUTHORIZED PERSON:

- (a) Any person, duly authorized by the HHPL through Board's Resolution, shall be entitled to sign, verify, execute and file any application, affidavit, indemnity bond, agreement, undertaking required for obtaining approvals from the Regulatory Authorities including GDA in connection with the Project / project(s) to achieve the object of this Consortium Agreement, for and on behalf of the Consortium, and he shall always be deemed to have been also authorized for and on behalf of the Consortium and to do all the act, deeds and matters as specified in para 3.1 above.
- (b) HHPL is also entitled to authorize through Board's Resolution any person to sign and execute any sale deed/transfer deed/conveyance deed or any other such document required to be registered and to present the same for registration before the Registrar of Assurances concerned.

3.3 CONSORTIUM ACCOUNT:

- (a) To achieve the objectives of this Consortium, HHPL is authorized to maintain account, for and on behalf of the Consortium, relating to the

For HIMGIRI HOTELS PVT. LTD.

At ch
Director

For Pheasant Infrastructure (Pvt.) Ltd.

hms

Director

For Pheasant Infrastructure Pvt. Ltd.

ch
Director

Project/project(s), prior to or after undertaking of the Project by the Consortium.

- (b) HHPL shall also maintain day-to-day relevant records pertaining to accounts, whether statutory or otherwise, which shall be open to inspection by other Members of the Consortium.
- (c) HHPL shall maintain day to day accounts of expenses, which may be incurred for development, construction and business development etc., duly approved by Consortium co – ordination Committee.

3.4 PROJECT DEVELOPMENT

HHPL, being Leader of the Consortium, and since having technical capability to conceive, execute and implement the Project, and shall be entitled to do all acts, things and matters pertaining to the development of the Project as contemplated under this Agreement including obtaining necessary permissions, approvals and certificates on behalf of the Consortium. The Parties undertake to execute such other and further documents as may be required by HHPL for the seamless and effective implementation of the Project by HHPL.

The role and obligation of each of the Members for development of the Project shall be decided by Lead Member of the Consortium.

4. COST AND EXPENSES

The Parties agree that the entire amount required for the cost and development of construction of the Project including the charges and fees of the Architect(s), engineers, contractors, preparation of Plans as also all other statutory fees and charges incidentals including enhancements and all amounts required to be paid towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and from the Effective Date to the Government and/or any other authority for the provision of peripheral or external services/ amenities to the Project shall be paid in accordance with the decision of the Lead Member.

For HIMGIRI HOTELS PVT. LTD.

CLT ch
Director

For Pheasant Infrastructure (P) Ltd.

[Signature]
Director

For Pine Infrastructure Pvt. Ltd.

Niraj chand
Director



[Signature]
KENDRA PAL SINGH

Advocate

RESPONSIBILITIES OF MEMBERS

5. Each member undertakes

- to make reasonable endeavors to perform and fulfill, promptly, actively and on time all of its obligations under this Consortium Agreement.
- To notify each of the Parties promptly of any significant delay in performance.
- To inform other Parties of relevant communication received from third parties in relation to the Project/project(s) undertaken.
- To refer all disagreements or issues while discharging its duties/obligations under this Agreement for redressal to the Lead Member.

6. INDEMNIFICATION

Each Party shall indemnify each of the other Parties, in respect of liability resulting from acts or omissions of itself, its employees or its agents provided that such indemnity shall not extend to claims for indirect or consequential loss or damages such as but not limited to loss of profit, revenue, contracts or the like.

7. LIABILITY

- 7.1 Subject to such other undertakings and warranties as are provided for in this Consortium Agreement, each Party shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project.
- 7.2 Each Party shall be fully responsible for the performance of any part of its share of the Project, in respect of which it enters into any contract obligation, or any contract with a Third Party and shall ensure (a) such contracts to enable fulfillment of the Project undertaken and (b) that the Third Party shall not have access to any other Party's knowledge or know-how without that other Party's written consent.

For HIMGIRI HOTELS PVT. LTD.

CH CH
Director

For Pheasant Infrastructure (P) Ltd.

[Signature]
Director

For Pine Infrastructures Pvt. Ltd.

[Signature]
Director

VIRENDRA SINGH
Advocate
Ch. No. 56, Tehsil Compound



8. DISABILITY

All the Parties represented by their respective signatory are authorized and competent to sign this agreement and hereafter shall not claim any disability in respect of this Agreement.

9. NOTICE

Any notice required to be given under this Consortium Agreement shall be in writing and must be left at the address of the party, given in the preamble hereof or at such other address as may later on be communicated by a party for the purposes, to whom it is addressed (the "recipient"), or sent by prepaid ordinary post or registered post or by courier to the address of the recipient. Any such notice, if sent, to/by either of the Parties shall be deemed to be issued and served on the Other Party.

ASSIGNMENT

10. Any Party of this Consortium shall not be entitled to assign and/or transfer their rights, partially or wholly in the Consortium to any third person(s).

11. CONFIDENTIALITY

11.1 All such information of whatever nature or form as is:

- a) disclosed to a Member in connection with the Project;
- b) disclosed to a Member in connection with the proposal for a project(s) after signing but which is:
 - (i) clearly marked as confidential
 - (ii) is disclosed orally at the time of disclosure that the information supplied is confidential in nature,
 - (iii) is by its very nature confidential

each Member agrees that such information is communicated on a confidential basis and its disclosure may be prejudicial to the interest of the Consortium and undertakes that;

For HUMGIRI HOTELS PVT. LTD. For Pheasant Infrastructure (P) Ltd. For Pine Infrastructures Pvt. Ltd.

[Signature] Director *[Signature]* Director *[Signature]* Director

- (i) It shall not use such information for any purpose other than in accordance with the terms of this Consortium Agreement, and
- (ii) Shall treat the same as confidential and not disclose the same to any third Person(s) without the prior written consent of Parties to the Consortium,

Provided that:

Such Agreement and undertaking shall not extend to any information, which the receiving Party (Third Party) can show:

- a) was at the time of disclosure to the Party published or otherwise generally available to the Public;
- b) has after disclosure to the Party been published or become generally available to the Public otherwise than through any act or omission on the part of the receiving (Third) Party.
- c) Was already in possession of the receiving (Third) Party, without any restrictions on disclosure, at the time of disclosure to the Party
- d) Was rightfully acquired from other without any undertaking of confidentiality.

12. ENTIRE AGREEMENT

This Consortium Agreement constitutes the entire agreement between the Members in respect of the Project or the project(s), which may subsequently be undertaken. Amendments or changes to this Consortium shall be valid only if made in writing and signed by each of the Members.

13. JURISDICTION

- 13.1 This Consortium Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
- 13.3 The Courts at Ghaziabad shall have the jurisdiction in all matters arising out of and / or concerning this agreement.

For HIMGIRI HOTELS PVT. LTD.

CLT
Director

For Pheasant Infrastructure (P) Ltd.

[Signature]
Director

For Pine Infrastructures Pvt. Ltd.

[Signature]
Director

14. DISPUTE RESOLUTION

14.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be first referred to the conciliation of the Lead Member. In the event the parties are unable to resolve the matter through the conciliation of the Lead Member, the disputes arising out of or in connection with the Agreement, shall be referred to and be finally and exclusively settled by arbitration in Ghaziabad in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

14.2 The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

15. COUNTERPARTS

The Consortium Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

16. SEVERABILITY

16.1 If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed not to form part of the Agreement and the validity and enforceability of the remainder of this Agreement will not be affected by any such invalidity or unenforceability.

16.2 The Parties hereto agree not to do, or cause to be done, any act prejudicial to the interest of this Consortium.

16.3 The decision of the Leader relating to the objectives of the Consortium shall be final and binding, and who shall inform the Members promptly.

For HUMGIRI HOTELS PVT. LTD. For Pheasant Infrastructure (P) Ltd. For Pine Infrastructures Pvt. Ltd.

CLT CLT
Director

[Signature]
Director

Ning Chande
Director



VIRENDER PAL SINGH
Advocate
Off. No. 56, Tehsil Compound



Himgiri Hotels (P) Ltd.

1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001

CIN:U55101DL2007PTC170363

EXTRACTS OF THE BOARD OF DIRECTORS MEETING OF M/S HIMGIRI HOTELS PRIVATE LIMITED HELD ON ELEVENTH DAY OF FEBRUARY, 2019 AT THE REGISTERED OFFICE OF THE COMPANY.

RESOLVED THAT the Company do hereby execute Consortium & Memorandum of Understanding (MOU) for the development of plotting project at Raj Nagar Extension, NH-58, Ghaziabad

BETWEEN

1. M/s. Himgiri Hotels Pvt. Ltd. hereinafter referred to the "HHPL"
2. M/s. Pheasant Infrastructure Pvt. Ltd hereinafter referred to as the "PHIPL"
3. M/s. Pine Infrastructure Pvt. Ltd hereinafter referred to as the "PIPL"

RESOLVED THAT the company do hereby accept the role of the leader of the Consortium (herein also called the "Leader"), and is entitled to sign, verify, execute and file any application, affidavit, indemnity bond, agreement, undertaking required for obtaining approvals from the Regulatory Authorities including GDA in connection with the Project / project(s), for and on behalf of the Consortium & To accept General Power of Attorney in own favor of in this connection, if required.

RESOLVED THAT the company is also entitled to authorize through Board's Resolution any person to sign and execute any sale deed/transfer deed/conveyance deed or any other such document required to be registered and to present the same for registration before the Registrar of Assurances concerned.

RESOLVED THAT Shri Chaitanya Chaudhry, Director of the company is authorized to sign and execute all agreement with HHPL in respect to consortium & MOU on behalf of the company.

RESOLVED FURTHER that Shri Chaitanya Chaudhry, Director be and is hereby authorized to appear and act on behalf of and represent the Company in all matters before HHPL and to sign and execute all applications, returns, objections, documents, agreements and papers that may be required for and on behalf of the Company in or in relation to any matter in which it is interested or may be concerned in any way.

CERTIFIED TRUE COPY

For & On Behalf of the board

For HIMGIRI HOTELS PVT. LTD.

For Pheasant Infrastructure (P) Ltd.

For Pine Infrastructures Pvt. Ltd.

Director

Director

Director

Pine Infrastructure (P) Ltd.

1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001
CIN:U45201DL2005PTC143514

EXTRACTS OF THE BOARD OF DIRECTORS MEETING OF M/S PINE INFRASTRUCTURE PRIVATE LIMITED HELD ON ELEVENTH DAY OF FEBRUARY, 2019 AT THE REGISTERED OFFICE OF THE COMPANY.

RESOLVED THAT the Company do hereby execute Consortium & Memorandum of Understanding (MOU) for the development of Plotting project at Raj Nagar Extension, NH-58, Ghaziabad.

RESOLVED THAT the company do hereby nominate and appoint M/s. Himgiri Hotels Pvt. Ltd hereinafter referred to the "HHPL" as the leader of the Consortium (herein also called the "Leader"), who is entitled to sign, verify, execute and file any application, affidavit, indemnity bond, agreement, undertaking required for obtaining approvals from the Regulatory Authorities including GDA in connection with the Project / project(s), for and on behalf of the Consortium. The other members of the Consortium agree to execute a General Power of Attorney in favor of HHPL in this connection, if required.

HHPL is also entitled to authorize through Board's Resolution any person to sign and execute any sale deed/transfer deed/conveyance deed or any other such document required to be registered and to present the same for registration before the Registrar of Assurances concerned.

RESOLVED THAT Shri Neiraj Chaudhry, Director of the company is authorized to sign and execute all agreement with HHPL in respect to consortium & MOU on behalf of the company.

RESOLVED FURTHER that Shri Neiraj Chaudhry, Director be and is hereby authorized to appear and act on behalf of and represent the Company in all matters before HHPL and to sign and execute all applications, returns, objections, documents, agreements and papers that may be required for and on behalf of the Company in or in relation to any matter in which it is interested or may be concerned in any way.

CERTIFIED TRUE COPY

For & On Behalf of the board

For HIMGIRI HOTELS PVT. LTD. For Pheasant Infrastructure (P) Ltd.

For Pine Infrastructures Pvt. Ltd.

Director

Director

Director

Pheasant Infrastructure (P) Ltd.

1204, Nirmal Tower, 26, Barakhamba Road, Connaught Place, New Delhi-110001

CIN:U45201DL2005PTC131783

EXTRACTS OF THE BOARD OF DIRECTORS MEETING OF M/S PHEASANT INFRASTRUCTURE PRIVATE LIMITED HELD ON ELEVENTH DAY OF FEBRUARY, 2019 AT THE REGISTERED OFFICE OF THE COMPANY.

RESOLVED THAT the Company do hereby execute Consortium & Memorandum of Understanding (MOU) for the development of Plotting project at Raj Nagar Extension, NH-58, Ghaziabad.

RESOLVED THAT the company do hereby nominate and appoint M/s. Himgiri Hotels Pvt. Ltd hereinafter referred to the "HHPL", as the leader of the Consortium (herein also called the "Leader"), who is entitled to sign, verify, execute and file any application, affidavit, indemnity bond, agreement, undertaking required for obtaining approvals from the Regulatory Authorities including GDA in connection with the Project project(s), for and on behalf of the Consortium. The other members of the Consortium agree to execute a General Power of Attorney in favor of HHPL in this connection, if required.

HHPL is also entitled to authorize through Board's Resolution any person to sign and execute any sale deed/transfer deed/conveyance deed or any other such document required to be registered and to present the same for registration before the Registrar of Assurances concerned.

RESOLVED THAT Shri Sarish Chaudhry, Director of the company is authorized to sign and execute all agreement with HHPL in respect to consortium & MOU on behalf of the company.

RESOLVED FURTHER that Shri Sarish Chaudhry, Director be and is hereby authorized to appear and act on behalf of and represent the Company in all matters before HHPL and to sign and execute all applications, returns, objections, documents, agreements and papers that may be required for and on behalf of the Company in or in relation to any matter in which it is interested or may be concerned in any way.

CERTIFIED TRUE COPY





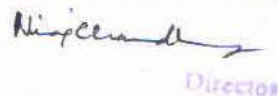
For & On Behalf of the board

For HUMGIRI HOTELS PVT. LTD. For Pheasant Infrastructure (P) Ltd.


Director


Director

For Pine Infrastructures Pvt. Ltd.


Director



सत्यमेव जयते

प्रारूप एक

Form 1

निगमन का प्रमाण पत्र

Certificate of Incorporation

सं० U45201DL2005PTC143514.....1926-1927.....

No. U45201DL2005PTC143514.....2005-2006.....

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज पाइन इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड।

कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that.....**PINE INFRASTRUCTURE PRIVATE LIMITED**.....

is this day Incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is Limited.

मेरे हस्ताक्षर से आज ता०.....18 अग्रहायण,.....1927.....को दिया गया।

Given under my hand at.....NEW DELHI.....this.....NINTH.....day of.....DECEMBER.....TWO THOUSAND AND FIVE.....



Sd/-

(ई. तिरकी)

सहायक कम्पनी रजिस्ट्रार

Asst. Registrar of Companies

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

N.C.T. OF DELHI & HARYANA

For HTMGIRI PRIVATE LTD

For Pine Infrastructures Pvt. Ltd.

For Pine Infrastructures Pvt. Ltd.

Director

Director

Director



प्रारूप 1

पंजीकरण प्रमाण पत्र

कार्पोरेट पहचान संख्या : U55101DL2007PTC170363

2007-2008

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स **HIMGIRI HOTELS PRIVATE LIMITED** का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।
यह निगमन-पत्र आज दिनांक तेरह नवम्बर दो हजार सात को मेरे हस्ताक्षर से दिल्ली में जारी किया जाता है।

Form 1

Certificate of Incorporation

Corporate Identity Number : U55101DL2007PTC170363

2007-2008

I hereby certify that **HIMGIRI HOTELS PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given under my hand at Delhi this **THIRTEENTH** day of **NOVEMBER TWO THOUSAND SEVEN**.



Sd/-

(**MAHESH CHANDRA SAXENA**)

सं० कम्पनी रजिस्ट्रार / Asst. Registrar of Companies
राष्ट्रीय राजधानी क्षेत्र दिल्ली एवं हरियाणा
National Capital Territory of Delhi and Haryana

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office :

HIMGIRI HOTELS PRIVATE LIMITED

A-1/402, RANG RASAYAN APARTMENTS, SECTOR-13, ROHINI, NEW DELHI-110085, Delhi, INDIA



सत्यमेव जयते

प्रारूप एक

Form 1

निगमन का प्रमाण पत्र

Certificate of Incorporation

सं० U45201DL2005PTC131783.....1925-1926.....

No. U45201DL2005PTC131783.....2004-2005.....

मैं एतद द्वारा प्रमाणित करता हूँ कि आज..... फैसेन्ट इन्फ्रस्ट्रक्चर प्राइवेट लिमिटेड ।
..... कम्पनी अधिनियम 1956 (1956 का 1) के अधीन निगमित की गई है और यह
कम्पनी परिसीमित है।

I hereby certify that..... PHEASANT INFRASTRUCTURE PRIVATE
LIMITED is this day incorporated under the Companies Act, 1956 (No. 1
of 1956) and that the Company is Limited.

मेरे हस्ताक्षर से आज ता०..... 13 पौष ,1926.....को दिया गया ।

Given under my hand at NEW DELHI this THIRD
day of JANUARY TWO THOUSAND ... and FIVE.....



Sd/-

(विष्णू काटकर)

सहायक कम्पनी रजिस्ट्रार

Asst. Registrar of Companies

रा. रा. क्षेत्र दिल्ली एवं हरियाणा

N.C.T. OF DELHI & HARYANA

For HUMGIRI INFRASTRUCTURE PVT. LTD.

For Pheasant Infrastructure (P) Ltd.

For Pine Infrastructures Pvt. Ltd.

Director

Director


Director

Director


IN WITNESS WHEREOF, the Parties hereto have set their hands and seal to these presents on the day, month & year first above written in the presence of the following witnesses;

WITNESSES:

1.


 (ARASH KHANDLWAL)
 S/o S. M. C. Khandelwal
 H/o 195, Turab Nagar, G28

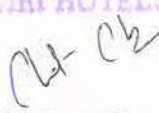
2.


 (ARUN KUMAR JINDAL)
 S/o S. Jai Kishan Jindal
 H/o 221 New Arun Nagar
 Ghaziabad

SIGNED, SEALED & EXECUTED BY:

(i) For M/s. Himgiri Hotels Pvt. Ltd.

Through its Director
 For HIMGIRI HOTELS PVT. LTD.


 (Chaitanya Chaudhry)
 First Party


(ii) For M/s. Pheasant Infrastructure Pvt. Ltd.


Through its Director
 For Pheasant Infrastructure (P) Ltd.


 (Sarish Chaudhry)
 Second Party

(iii) For M/s. Pine Infrastructure Pvt. Ltd.

Through its Director
 For Pine Infrastructures Pvt. Ltd.


 (Neiraj Chaudhry)
 Third Party


 VIRENDRA PAL SINGH
 Advocate
 Ch. No. 56, Tehsil Compound

भारतीय गैर न्यायिक INDIA NON JUDICIAL

Chief Treasury Officer
उत्तर प्रदेश UTTAR PRADESH

C 733313

C 733313

(1)

लेख पत्र का संक्षिप्त विवरण

1. भूमि का प्रकार (कृषि/आवासीय/वाणिज्यिक/औद्योगिक/अन्य) :- आवासीय
2. वार्ड परगना परगना लौनी
3. मौहल्ला/ग्राम ग्राम नूरनगर
4. सम्पत्ति का विवरण (सम्पत्ति नं.) आवासीय भूमि, खसरा नम्बर-1264
5. मापन की इकाई (हेक्टेयर/वर्ग मीटर) :- वर्गमीटर
6. सम्पत्ति का क्षेत्रफल :- 1632 वर्गमीटर
7. सड़क की स्थिति (परिशिष्ट के अनुसार) 500 मीटर से अधिक दूरी पर स्थित है
8. अन्य विवरण (9 मीटर/कार्नर इत्यादि) नहीं
9. सम्पत्ति का प्रकार :- आवासीय भूमि
प्लॉट/फ्लैट/मकान/दुकान/कृषि

Manmohan Buildtech Pvt. Ltd.

Authorised Signatory

Sr. No.
 Rs.
 Add. in Stamp No.
 22 APR 2013
 Office of The Treasury
 Ghaziabad
 Cashier

हिमगिरी होटल प्रॉपर्टी

दिनांक 22/4/2013



विक्रय पत्र

14,688,000.00 / 19,584,000.00 10,000.00 100 10,100.00 5,000

फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

प्रतिफल

मालियत

श्री असवीर सिंह प्रतिनिधि मै0 हिमगिरी होटल्स प्रा0 लि0

पुत्र श्री सुखवीर सिंह

व्यवसाय व्यापार

निवासी स्थायी 108 कोट गॉव गा0 बाद

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 22/4/2013 समय 4:41PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक द्वितीय

गाजियाबाद

22/4/2013

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

विक्रेता

क्रेता

श्री पंकज त्यागी
 प्रतिनिधि मै0 मनमोहन विल्डटेक प्रा0 लि0
 पुत्र श्री बाबुराम त्यागी
 पुत्र/पत्नी श्री पेशा नौकरी



श्री असवीर सिंह
 प्रतिनिधि मै0 हिमगिरी होटल्स प्रा0 लि0
 पुत्र श्री सुखवीर सिंह
 पेशा व्यापार
 निवासी 108 कोट गॉव गा0 बाद



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री ओमदत्त कौशिक

पुत्र श्री एस0 एन0 कौशिक

पेशा व्यापार

निवासी 20 तह0 कमपा0 गा0 बाद

व श्री योगेश शर्मा

पुत्र श्री

पेशा व्यापार

निवासी एम-445 बी संजय नगर गा0 बाद

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक द्वितीय

गाजियाबाद

22/4/2013



(2)

- | | | |
|-----|--|-----|
| 10. | सम्पत्ति का कुल क्षेत्रफल (बहुमंजिला भवन की स्थिति में) :- | नही |
| 11. | कुल आच्छादित क्षेत्रफल :- | नही |
| 12. | स्थिति-फिनिशड/सेमीफिनिशड/अन्य :- | नही |
| 13. | पेडो का मूल्यांकन :- | नही |
| 14. | बोरिंग/कुँआ/अन्य :- | नही |
| 15. | निर्मित क्षेत्रफल :- | नही |
| 16. | निर्माण का वर्ष :- | नही |
| 17. | सहकारी आवास समिति के सदस्य से सम्बन्धित है - हाँ/नही :- | नही |
| 18. | प्रतिफल की धनराशि-1,46,88,000/-रुपये। | |

प्रथम पक्ष की संख्या (1)

द्वितीय पक्ष की संख्या (1)

Manmohan Buildtech Pvt. Ltd.

Authorised Signatory

(Signature)

Sr. No.
 Rs.
 Add. in Stamp No.
 22 APR 2013
 Office of The Treasurer
 Ghaziabad



विक्रेता

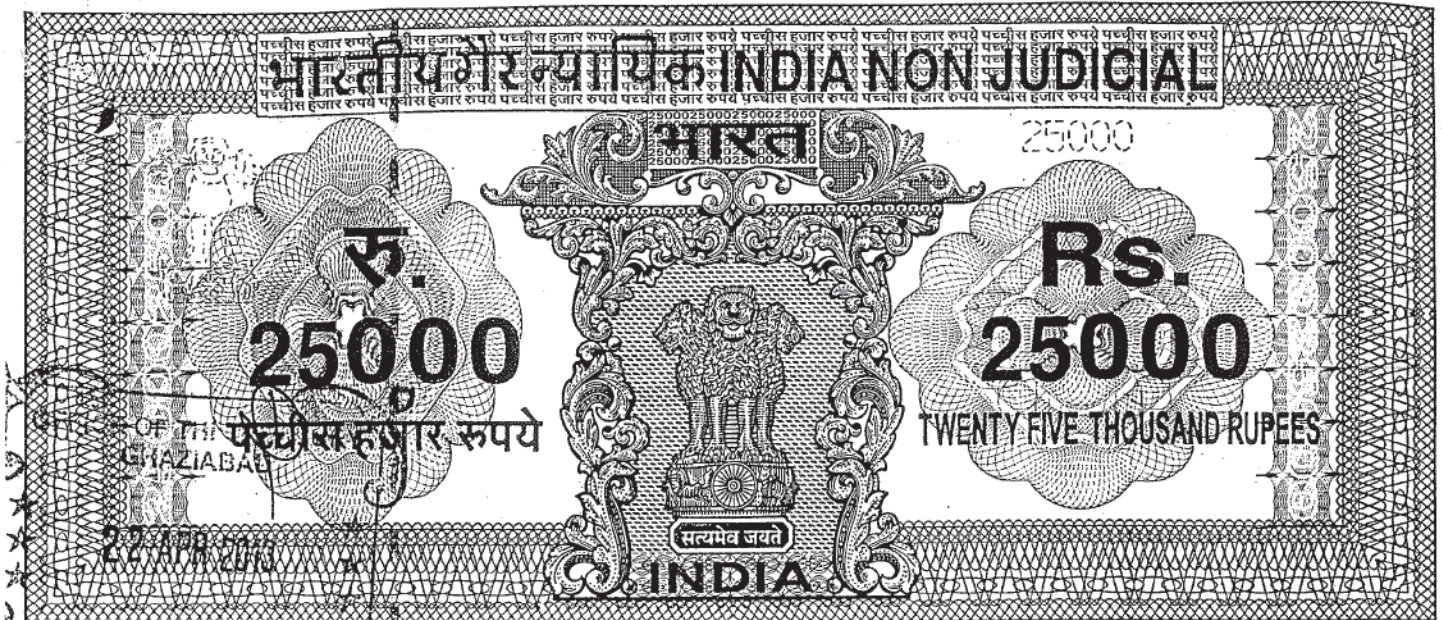
Registration No.: 6093

Year: 2,013

Book No.: 1

0101 पंकज त्यागी प्रतिनिधि मै0 मनमोहन बिल्डटेक प्रा0 लि0
 बाबुराम त्यागी Pankaj Tyagi
 सी-11 वैस्ट मॉडल टाउन गा0 बाद
 नौकरी





उत्तर प्रदेश UTTAR PRADESH

C 733311

C 733311

(3)

विक्रय पत्र अंकन-1,46,88,000/-रुपये का।

स्टाम्प जिलाधिकारी महोदय द्वारा निर्धारित दर के अनुसार

अंकन-1,95,84,000/-रुपये पर अदा किया गया है।

स्टाम्प अंकन-13,71,000/-रुपये का।

विक्रय भूमि का विवरण

सालिम भूमि रकबई 0.1632 हैक्टेयर यानि 1952 वर्गगज अर्थात्

1682 वर्गमीटर निम्नसीमा सम्बन्धित खाता नम्बर-604 खसरा

नम्बर-1264 स्थित ग्राम नूरनगर परगना लौनी तहसील व जिला

गाजियाबाद। उक्त भूमि ग्राम समाज, वक्फ व पट्टे की नहीं है।

Manmohan Buildtech Pvt. Ltd.

Manmohan Buildtech Pvt. Ltd.
Authorised Signatory

Manmohan Buildtech Pvt. Ltd.

Sr. No. 625
 Rs. 6000/-
 Add. in Stamp No. 6000/-
 22 APR 2013
 Office of The Treasurer
 Ghaziabad



क्रेता

Registration No. : 6093

Year : 2013

Book No. : 1

0201 असवीर सिंह प्रतिनिधि 10 हिमगिरी होटल्स प्रा0लि0

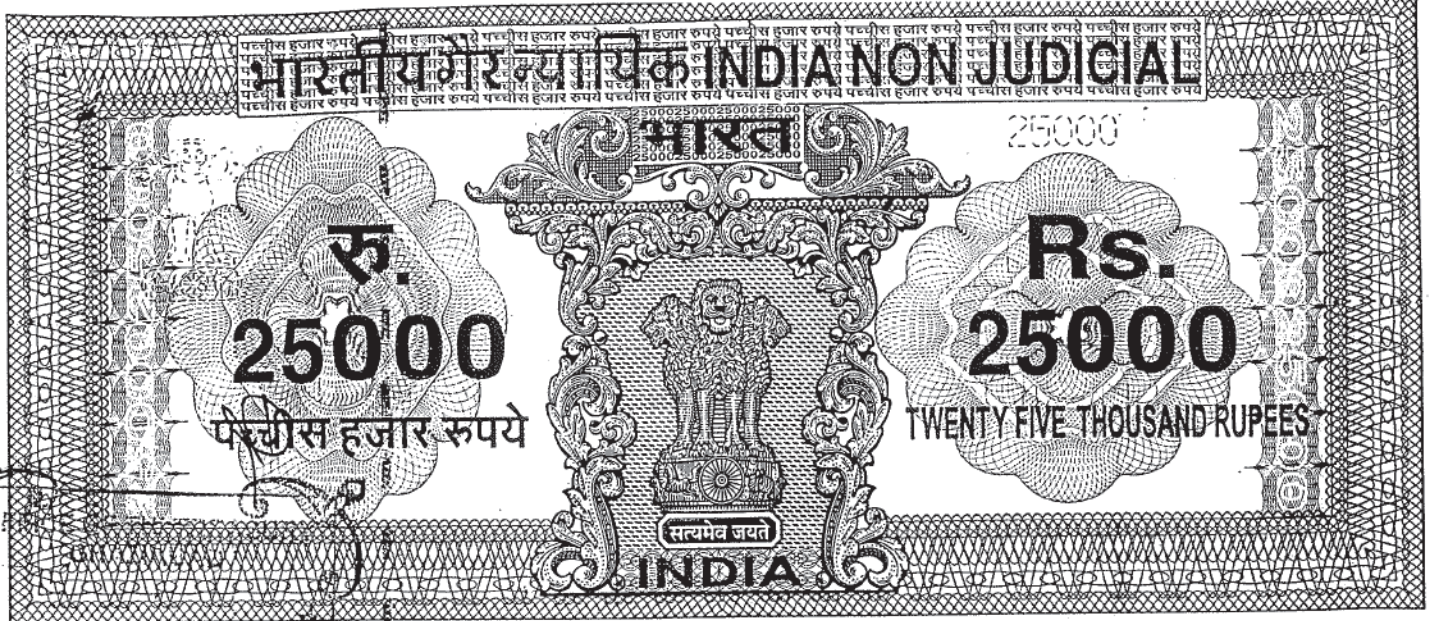
सुखवीर सिंह

108 कोट गॉव गा0 बाद

व्यापार

Signature





22 APR 2013
उत्तर प्रदेश UTTAR PRADESH

C 733310

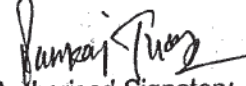
C 733310

Chief Treasury Officer

(4)

सरकारी दर-12,000 / -रुपये प्रति वर्गमीटर है जिससे विक्रय भूमि
की मालियत अंकन-1,95,84,000 / -रुपये होती है जबकि विक्रेता

Manmohan Buildtech Pvt. Ltd.


Authorised Signatory



63

22/4/2013

क्रमा संख्या.....स्टाम्प विक्रय की तिथि.....

स्टाम्प प्रत्य करने का प्रयोजन.....

स्टाम्प केला का नाम व पूरा पता.....

स्टाम्प की प्रकृति.....

मुद्रण कुनार गोयल स्टाम्प प्रिंटर

ला. सं. 16

ला. सं. 14

अधिकार

तहसील

जिला

आज दिनांक 22/04/2013 को

वही सं. 1 जिल्द सं. 7027

पृष्ठ सं. 319 से 446 पर क्रमांक 6093

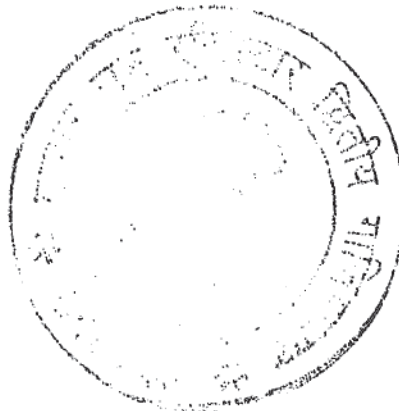
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक द्वितीय

गाजियाबाद

22/4/2013



MANMOHAN BUILDTECH PVT LTD.

A-148, Cabin No-4, Kilokari, Opp Maharani Bagh, New Delhi-110014

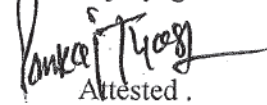
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN A MEETING OF BOARD OF DIRECTORS OF THE COMPANY HELD AT THE REGISTERED OFFICE ON 17TH APRIL, 2013

"RESOLVED that Mr. Pankaj Tyagi, S/o. Sh. Babu Ram Tyagi, R/o. C-11 West Model Town, Ghaziabad, Uttar Pradesh be and he is hereby authorized for doing all necessary acts related to the execution of sale deed/registry of land/exchange deed/ agreement to sell/ collect consideration/ negotiate ect in parts or full with respect to company's land as per the following list to M/s Hingiri Hotels Pvt. Ltd.

Khata No	Khasra No	Area(hect)	Area(Acre)	Area(Sq Yds)
474	1264	0.1632	0.403	1952.00


Situated at village Noor Nagar, Ghaziabad, UP for being registered in the name of the buyer(s) i.e. M/s Hingiri Hotels Pvt. Ltd. of said land. He is also further authorised to collect the payment, from the buyer(s) of the above said land, in the name of the company – Manmohan Buildtech Pvt Ltd."


Specimen Signature of Mr. Pankaj Tyagi



Attested.


For Manmohan Buildtech Pvt Ltd.

for Manmohan Buildtech Pvt Ltd.


Narender Jain
(Director)


Naseem Ahmed
(Director)


(Narender Jain)
Director


(Naseem Ahmed)
Director

Date: 17th April, 2013
Place: New Delhi.