

उत्तर प्रदेश UTTAR PRADESH

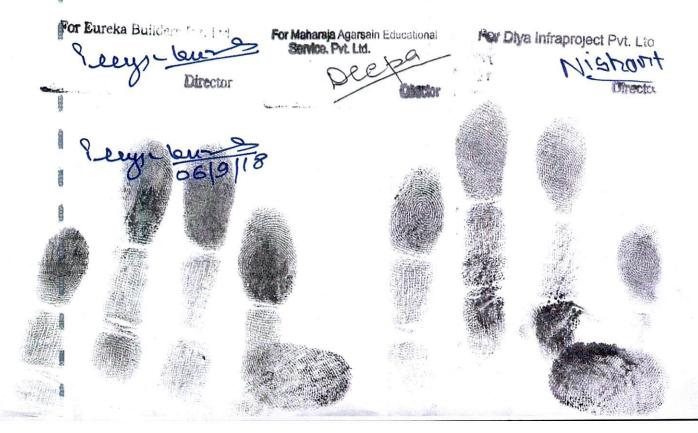
EF 011256

Consortium MoU

Refer Para-2.1 (II) and (III)

(To be executed on Rs. 100/- Stamp Paper and to be registered in the office of the Sub-Registrar of the concerned district)

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this 6th day of the month of Sep 2018, by and among:



ाम केता मा भारता विन्द्र मि पाए किए वेस्ट प्रमाल नाम आहरूम मिल -खास') लाण्डाण वीयुव सुभाज स्टाप्य विजेता तहरीति ऋषासन्त प्राताना

जिला हागुङ् तीर ४० १४ विक्री माना अन्त था। १



- M/s. Eureka Builders Private Limited (Pan No. AAACE2084M) a Company registered under the Companies Act, 1956/2013 having its Registered Office at Eureka House, A-30/2, West Jyou Magar, Shahdara, Delhi 94 and having its property bearing Khasra No. 156/924 measuring 7140 Sq. Meters at Village: Kandola, Teh. Dholana Distt. Hapur through its Authorized Signatory Mr. Peeyush Kumar S/o Sh. Manmohan Das R/o 119, bagh Bhatiari, Near Palika Bazar, G.T. Road, Ghaziabad 201001 which expression shall unless repugnant to the context thereof include his Successors, of the FIRST PART (LEAD MEMBER CONSORTIUM);
- 2. M/s. Maharaja Agarsain Educational Services Private Limited (Pan No. AAECM7558G) a Company registered under the Companies Act, 1956/2013 having its Registered Office at Eureka House, A-30/2 West Jyoti Nagar, Shahdara, Delhi 94 and having its land bearing Khasra No. 630 and 632 measuring 46,670 Sq. Meters at Village: Khera, Dehat, Teh. Dholana Distr. Hapur through its Director Smt. Deepa Garg W/o Sh. Peeyush Kumar R/o 119, Bagh Bhatiari, Near Palika Bazar, G.T. Road, Ghaziabad 201001 which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART (MEMBER CONSORTIUM);
- 3. M/s. Diya Infraproject Private Limited (PAN No.: AADCD9241N) a Company registered under the Companies Act, 1956/2013 having its Registered Office at Eureka House, A-30/2 West Jyoti Nagar, Shahdara, Delhi 94 and Part owner of land bearing Khasra No. 1000 & 1004 measuring 20960 Sq. Meters at Village: Khera Dehat, Teh. Dholana Distt. Hapur through its Director Mr. Nishant Garg S/o Sh. Peeyush Kumar R/o 119, Bagh Bhatiari, Near Palika Bazar, G.T. Road, Ghaziabad 201001 which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART (MEMBER CONSORTIUM);
- Peeyush Kumar (Pan No. AEWPK2177E) S/o Sh. Manmohan Das R/o 119, Bagh Bhatiari, Near Palika Bazar, G.T. Road, Ghaziabad – 201001 which expression shall unless repugnant to the context thereof include his Successors, of the FOURTH PART (MEMBER CONSORTIUM);

For Eureka Builders Pot.

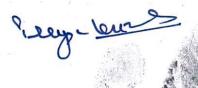
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अनुबंध विलेख/घोषणा पत्र

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पुत्र श्री मनमोहन दास

व्यवसाय : अन्य

निवासी: 119 बाग भटियारी निकट पालिका बाजार जी टी रोड गाजियाबाद

श्री, मैसर्स यूरेका बिल्डर्स प्रा लि द्वारा

पीयूष कुमार अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 27/09/2018 एवं 11:17:01 AM बजे निबंधन हेतु पेश किया।





रजिस्ट्रीकरण अधिकार्य्य के हस्ताक्षर

हरेन्द्र सिंह प्रभारी उप निबंधक :धौलाना

> हापुड 27/09/2018

कनिष्ठ सहायक (निबंधन) - नियमित



All the above parties for the purpose of this MoU hereinafter individually called the 'Member' and collectively called the 'Members.' NOW, THEREFORE, this MoU witnesses as follows:-

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

1. Definitions and interpretations

1.1 Definitions

Capitalized terms used in this MoU shall have their respective defined meanings, and/or shall have the meanings specified in the Policy issued vide G.O. No. 10/2017/2130/8-1-17-36Misc.2017 dated 25.10.2017 and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

- (a) 'Applicant' means the Consortium Applicant;
- (b) 'Authority' means the Uttar Pradesh Housing and Development Board or the Development Authority or the Special Area Development Authority or the Controlling Authority or any other authority designated by the Government of Uttar Pradesh, as the case may be;
- (c) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- (d) 'Consortium' means the Consortium formed between the Members in accordance with this MoU;
- (e) "Government Agency" means Development Authority constituted under Uttar Pradesh Urban Planning and Development Act, 1973 or Uttar Pradesh Housing & Development Board constituted under Uttar Pradesh Housing and

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श्री मैसर्स यूरेका बिल्डर्स प्रा लि के द्वारा पीयूष कुमार ,

पुत्र श्री मनमोहन दास

निवासी: 119 बाग भटियारी निकट पालिका बाजार जी

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प्रथम पक्षः 2

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निवासी: 119, बाग भटियारी निकट पालिका बाजार जी

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व्यवसाय: अन्य



प्रथम पक्षः 3

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प्रथम पक्षः 4

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ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

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पहचानकर्ता ;





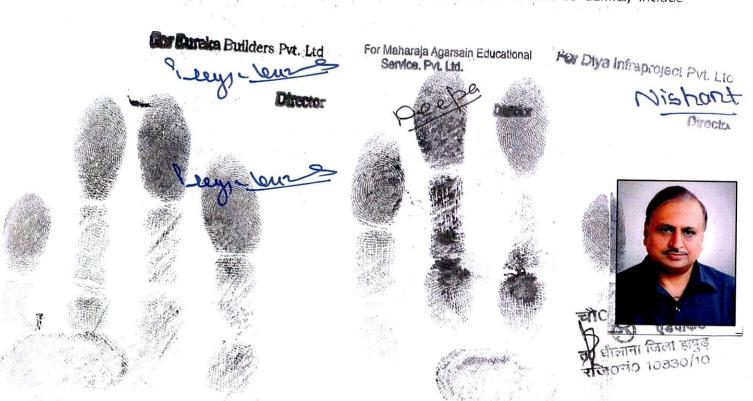
Development Board Act, 1955 or Centrolling Authority constituted under Uttar Pradesh (Regulation of Building Operations Act, 1958 or Special Area Development Authority constituted under Uttar Pradesh Special Area Development Authorities Act, 1986.

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- (f) 'Lead Member' means the member of the Consortium who holds minimum 26% equity in the consortium.
- (g) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- (h) 'MoU' (Memorandum of Understanding) means a legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.
- (i) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013;
- (j) 'Private Developer' means an individual, legal person, consortium, registered trust, registered society, co-operative housing society, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development.
- (k) 'Scheme' means the proposed housing scheme.

1.2 Interpretation

- (a) For the purpose of this MoU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the ferninine gender and vice-versa.
- (b) References to a 'person' if any shall, where the context so admits, include



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हरेन्द्र सिंह प्रभारी

उप निबंधक : धौलाना

पसन् ग्रामा -

कनिष्ठ सहायक (निबंधन) - नियमित



references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.

- (c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MoU.
- (d) References to the word 'include' and 'including' shall be construed without limitation.
- (e) Any reference to 'day' shall mean a reference to a calendar day.

2. Purpose of Consortium MoU

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

3. Duration

3.1 This MoU shall come into force and effect on as of the date of signing of this MoU by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Scheme.

4. Coordinator

4.1 The Members hereby understand and agree that there shall be a 'Lead Member'

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who shall be the point of coctact for the purpose of the Scheme. It is hereby agreed by the Members that for the purpose of the MoU M/s. Eureka Builders Private Limited has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire Scheme.

- 4.2 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Scheme and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.
- 4.3 All instructions/communications from the Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.
- 4.4 For the avoidance of doubt it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by them under this MoU.

5. Rights and obligations

- 5.1 For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible.
- 5.2 The Lead Member shall be responsible for the transmission of any documents and information connected with the Scheme to the Members concerned.
- 5.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.
- 5.4 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively

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For Maharaja Agarsain Educational Service, Pvt. Ltd.

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and on time, all of its obligations under this MoU.

6. Responsibilities towards each other

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

7. Liabilities

7.1 Liability towards each other:

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

For Eureka Builders Pvt. Ltd.

Director

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For Maharaja Agarsain Educational
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7.2 Indemnification of a Member for each other:

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

7.3 Liability towards Third Parties:

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

8. Representation and warranties

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

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9. Notices

- 9.1 Notices, demands or other communication required or permitted to be given or made under this MoU shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.
- 9.2 Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address.

10. Arbitration

- 10.1 Any and all disputes or differences between the Members arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.
- 10.2 Any dispute arising in connection with this MoU which cannot be resolved by the Members in accordance with the terms of this MoU shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration. The place of arbitration shall be Lucknow.

11. Force Majeure

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

12. Termination of Consortium MoU

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

For Eureka Builders Pvt. Ltd.

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For Maharaja Agarsain Educational Service, Pv. Ltd.

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Director

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- 12.1 Upon exit from the Scheine subject to terms and conditions of the Pradhan Mantri Awas Yojna and Affordable Housing Policy.
- 12.2 Upon completion of the Scheme.

13. Miscellaneous

- 13.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.
- 13.2 Any provision of this MoU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 13.3 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.
- 13.4 The Schedule-1 shall have the same force and effect as if expressly set in the body of this MoU and any reference to this MoU shall include the Schedule-1.
- 13.5 Any Member including the Lead Member of the Consortium may be changed with the prior approval of Government Agency subject to fulfillment of minimum financial and technical capability of the Consortium.
- 13.6 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted by the Lead Member to Government Agency.
- 13.7 Any variation or modification to the terms of this MoU as may be mutually agreed by the members can only be made with prior approval of Government

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For Maharaja Agarsain Educational

For Diya Infraproject Pvt. Lto

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

For and on behalf of Lead Member:

M/s Eureka Builders Pvt. Ltd.

For and on behalf of Consortium Member:

M/s Maharaja Agarsain Educational Services Pvt. Ltd.

(DEEPA GARG)

Director

For and on behalf of Consortium Member:

Diya Infraproject Private Limited

Nishort

(NISHANT GARG)

Director

For and on behalf of Consortium Member:

Peeyush Kumar Leys lamas



Roles and Responsibilities of Each Individual Member of the Consortium

(Refer Clause-4.1, 4.4 and 13.4)

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

S. No.	Type of Member	Average Annual Net worth (Rs. In Lacs)	Roles and Responsibilities
1.	2	3	4
1.	Lead Member Name Eureka Builders (P.) Ltd. Address Eureka House, A- 30/2 West Jyoti Nagar, Shahdara, Delhi – 94 Phone No: 9810046733 Email ID: pk46733@gmail.com	Rs. 1065.00 Lacs	Shares in Consortium - 26% Lead member shall be responsible for arrangement of financial & Technical resources for execution and completion of project of Affordable Houses to be constructed under Pradhan Mantri Awas Yojna.
2.	Member-2 Name: Maharaja Agarsain Educational Services Pvt. Ltd. Address: Eureka House, A- 30/2 West Jyoti Nagar, Shahdara, Delhi – 94 Phone No: 8439943087	Rs. 50.00 Lacs	Shares in Consortium - 51% Consortium member is owner of Landmeasuring 46,670 Sq. mtr of Khasra No. 630 and 632 situated at Vill: Khera Dehat, Teh. Dholana, Distt. Hapur and willing to provide above land for the project named DIYA GREENCITY NH-24 for the affordable housing scheme under Pradhan Mantri Awas Yojna.
3.	Member-3 Name: Diya InfraProject Pvt. Ltd. Address: Eureka House, A- 30/2 West Jyoti Nagar, Shahdara, Delhi — 94 Phone No: 8527092832	Rs. 50.00 Lacs	Shares in Consortium - 18% Consortium member is owner of Land measuring 20,960 Sq. mtr of Khasra No. 1000 & 1004 situated at Vill: Khera Dehat, Teh. Dholana, Distt. Hapur, and willing to provide above land for the project named GOPAL KIRAN for the affordable housing scheme under Pradhan Mantri Awas Yojna.

For Eureka Builders Pvt. Ltd. For Maharaja Agarsain Educational Service. Pvt. Ltd.

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Shares in Consortium - 5% Member-4 Consortium member is having active Name Peeyush Kumar S/o experience of 30 years in real estate and Sh. Manmohan Das under his guidance developing an Address 119 Bagh Bhatiari, Rs. 1051.00 Lacs affordable housing project named Diya G.T.Road, Ghaziabad Greencity at Rajnagar, Extention, Ghaziabad under Samajwadi Awas Yojna. He will be responsible for Phone No: 9810046733 implementation of the projects under

2216.00 Lacs Total

For Eureka Builders Pvt. Ltd.

Ernail ID: pk46733@gmail.com

For Maharaja Agarsain Educational Service. Pvt. Ltd.

Director

For Diya Infraproject Pvt. Lic

Pradhan Mantri Awas Yojna.

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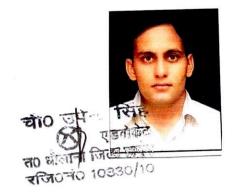
WITNESSES:

1. Signature Daly
Name. U. F. T. D. D. A. K. Y. D. S. flasher Ship Ship
Address. Shipping.

DATE: 06.09.2018

PLACE: DHOLANA, HAPUR

THO CHAIR CONTRACTOR



स्त क्ष्मिल (10330/10

बही संख्या 4 जिल्द संख्या 19 के पृष्ठ 345 से 374 तक क्रमांक 67 पर दिनाँक 27/09/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हरेन्द्र सिंह प्रभारी

उप निबंधक : धौलाना

हापुड 27/09/2018

