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भारतीय गैर न्यायिक INDIA NON JUDICIAL

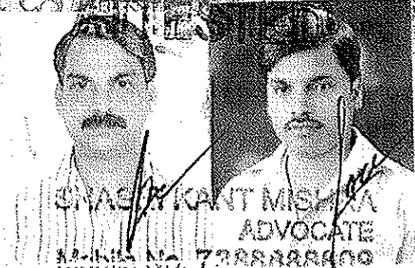
एक हजार रुपये

ONE THOUSAND RUPEES

₹.1000

Rs.1000

उत्तर प्रदेश UTTAR PRADESH



SHASHIKANT MISHRA
ADVOCATE
Mobile No. 7388488400

AS 552848
22 OCT 2015

CONSORTIUM MOU

This Agreement is made and executed at Lucknow on this 14th day of October, of 2015.

BETWEEN

- 1) **M/S ARINDAM SEKHAR GARMENTS MARKETING PRIVATE LIMITED**, a company registered under the Companies Act, 1956 through Authorized Signatory **Ajay Srivastava** having its principal place of business at 705, 706, 707 & 708, 7th Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow. hereinafter referred to as "**Lead Member**" which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;

PANTAL PROJECT PVT.LTD. Three Infradevelopers Ltd.
 Authorized Signatory
 For PRANATNA CONSTRUCTION PVT. LTD.
 S.M. Infrabuilder Ltd.
 Authorized Signatory

PANTAL INFRACON PVT. LTD

Arindam Sekhar Garments Marketing Pvt. Ltd.

Authorized Signatory

Niranjan Housing Pvt. Ltd.

Authorized Signatory

Prasiddhi Constructions Pvt. Ltd.

Authorized Signatory

Bisss Constructions Pvt. Ltd.

Authorized Signatory

Mahal Constructions Pvt. Ltd

Authorized Signatory

Milaap Constructions Pvt. Ltd.

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Aadesh Constructions Pvt. Ltd.

Authorized Signatory

Mentor Buildwell Pvt. Ltd.

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Contd.
Mentor Infrabuild Pvt. Ltd.

Authorized Signatory

MENTOR INFRA TECH PVT LTD

Authorized Signatory

METROPOLE RESIDENCY PRIVATE LIMITED

Authorized Signatory

PANTAL CONSTRUCTIONS PVT. INFANTAIL BUILDERS PVT. LTD
 Authorized Signatory
 Authorized Signatory

2) **M/s NIRANJAN HOUSING PRIVATE LIMITED**, a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **13th Floor, Trade World D-Wing, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai-400 013, Maharashtra**, hereinafter referred to as "Member" which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;

3) **M/s PRASIDDHI CONSTRUCTIONS PRIVATE LIMITED**, a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226 010**, hereinafter referred to as "Member" which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;

4) **M/s BLISS CONSTRUCTIONS PRIVATE LIMITED**. a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226 010**, hereinafter referred to as "Member" which expression shall unless repugnant to the context thereof include his Successors, of the FOURTH PART;

5) **M/s ELDECO HOUSING & INDUSTRIES LIMITED**, a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **Shop No. 16, 2nd Floor, Eldeco Station-1, Site No. 1, Sector-12, Faridabad, Haryana-121 007**, hereinafter referred to as "Member" which expression shall unless repugnant to the context thereof include his Successors, of the FIVETH PART;

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SJM Infrabuilder LLP
Authorized Signatory

Times InfraDevelopers LLP
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PARNAL INFRACON PVT.LTD./PRARATNA CONSTRUCTION PVT.LTD.
Authorized Signatory

Adesh Sector Cement Marketing Pvt. Ltd.


Authorized Signatory

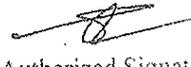
Eldeco Housing & Industries Pvt. Ltd.


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Mentor Buildwell Pvt. Ltd.


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Mentor Infrabuild Pvt. Ltd.


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Niranjan Housing Pvt. Ltd.


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Mahal Constructions Pvt. Ltd.


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Prasiddhi Constructions Pvt. Ltd.


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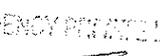
Adesh Constructions Pvt. Ltd.


Authorized Signatory

MENTOR INFRASTRUCTURE PVT LTD


Authorized Signatory

METROPOLIS RESIDENCY PRIVATE LIMITED


Authorized Signatory

Bliss Constructions Pvt. Ltd.


Authorized Signatory

Adesh Constructions Pvt. Ltd.


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PARNAL CONSTRUCTIONS PVT.LTD
Authorized Signatory

PARNAL BUILDERS PVT.LTD
Authorized Signatory



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6) **M/s MAHAL CONSTRUCTIONS PRIVATE LIMITED.** a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226 010**, hereinafter referred to as "Member" which expression shall unless repugnant to the context thereof include his Successors, of the SIXTH PART;

7) **M/s MILAAP CONSTRUCTIONS PRIVATE LIMITED.** a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226 010**, hereinafter referred to as "Member" which expression shall unless repugnant to the context thereof include his Successors, of the SEVENTH PART;

8) **M/s AADESH CONSTRUCTIONS PRIVATE LIMITED.** a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226 010**, which expression shall unless repugnant to the context thereof include his Successors, of the EIGHT PART;

9) **M/s MENTOR BUILDWELL PRIVATE LIMITED,** a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **498/143, Gopal Sadan, Faizabad Road, Near I.T. Crossing, Lucknow (U.P.)-226 020**, which expression shall unless repugnant to the context thereof include his Successors, of the NINTH PART;

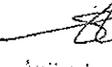
For PUNJAB CONSTRUCTION PVT. LTD.
Authorized Signatory
SMJ Infrabuild LLP
Authorized Signatory

MAHAL CONSTRUCTIONS PRIVATE LTD.
Authorized Signatory
AADESH CONSTRUCTIONS PRIVATE LIMITED
Authorized Signatory

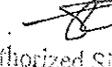
Arindam Sekhar Garments Marketing Pvt. Ltd.


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Industries Pvt. Ltd.


Authorized Signatory

Mentor Buildwell Pvt. Ltd.


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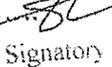
Niranjan Housing Pvt. Ltd.


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Milaap Constructions Pvt. Ltd.


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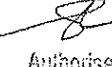
Mentor Infrabuild Pvt. Ltd.

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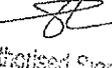
Infra Developers LLP


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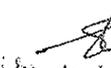
Aadesh Constructions Pvt. Ltd.


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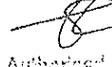
MENTOR INFRA TECH PVT LTD


Authorized Signatory

Bills Constructions Pvt. Ltd.

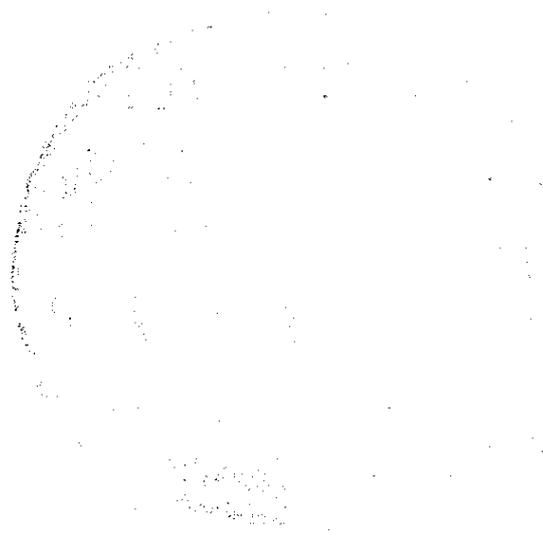

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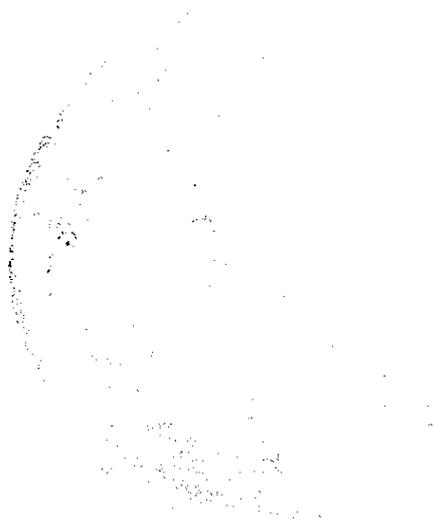
MICROPCLE RESIDENCY PRIVATE LIMITED


Authorized Signatory


Authorized Signatory

SMJ Infrabuild LLP
Authorized Signatory
Times Infradevelopers LLP
Authorized Signatory





15) M/s PINTAIL INFRACON PRIVATE LIMITED, a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **G-40, Basement, Jangpura Extension, Birbal Park, New Delhi-110 014**, which expression shall unless repugnant to the context thereof include his Successors, of the FIFTEEN PART;

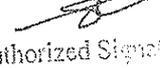
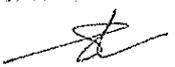
16) M/s PINTAIL PROJECTS PRIVATE LIMITED, a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **G-40, Basement, Jangpura Extension, Birbal Park, New Delhi-110 014**, which expression shall unless repugnant to the context thereof include his Successors, of the SIXTEEN PART;

17) M/s PRAYATNA CONSTRUCTIONS PRIVATE LIMITED. a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow (U.P.)-226 010**, which expression shall unless repugnant to the context thereof include his Successors, of the SEVENTEEN PART;

18) M/s SMJ INFRABUILDER LLP. a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **5/51, IInd Floor, WEA Karol Bagh, Near Harnam Singh Hospital, New Delhi-110 005**, which expression shall unless repugnant to the context thereof include his Successors, of the EIGHTEEN PART;

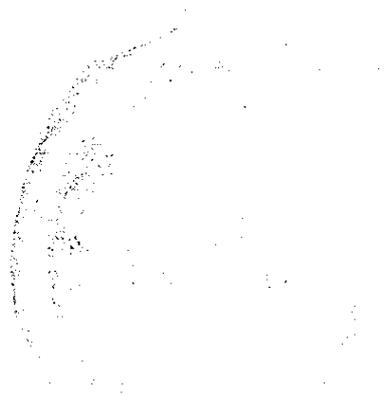
19) M/s TIMES INFRADEVELOPERS LLP. a company registered under the Companies Act, 1956 through Authorized Signatory **Satyendra Kumar** having its principal place of business at **GF-10, City Centre, 2, China Bazar Road, Lucknow (U.P.)-226 001**, which expression shall unless repugnant to the context thereof include his Successors, of the NINETEEN PART;

All the above parties for the purpose of this MoU hereinafter individually called the 'Member' and collectively called the 'Members.'

<i>Random Sphar Gannots Marketing Pvt. Ltd.</i>	<i>Eldeco Housing & Industries Pvt. Ltd.</i>	<i>Mentor Buildwell Pvt. Ltd. Contd.....</i>
 Authorized Signatory	 Authorized Signatory	 Authorized Signatory
<i>Mentor's Building Pvt. Ltd.</i>	<i>Prayatna Constructions Pvt. Ltd.</i>	<i>Mentor Infrabuild Pvt. Ltd.</i>
 Authorized Signatory	 Authorized Signatory	 Authorized Signatory
<i>Prayatna Constructions Pvt. Ltd.</i>	<i>Prayatna Constructions Pvt. Ltd.</i>	<i>MENTOR INFRA TECH PVT LTD</i>
 Authorized Signatory	 Authorized Signatory	 Authorized Signatory
<i>Bifec Constructions Pvt. Ltd.</i>	<i>MENTOR INFRA TECH PVT LTD</i>	<i>METROPOLE RESIDENCY PRIVATE LIMITED</i>
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PINTAIL INFRACON PVT LTD
 PINTAIL PROJECTS PVT LTD
 PRAYATNA CONSTRUCTION PVT LTD
 SMJ Infrabuilder LLP
 TIMES INFRADEVELOPERS LLP

PINTAIL INFRACON PVT LTD
 PINTAIL PROJECTS PVT LTD
 PRAYATNA CONSTRUCTION PVT LTD
 SMJ Infrabuilder LLP
 TIMES INFRADEVELOPERS LLP



WHEREAS

- (a) The Member intend to develop an Integrated Township at Village-Madharmau Kala, Bakkas & Mastemau, Pargana and Tehsil-Mohanlaiganj, District-Lucknow, Uttar Pradesh in accordance with the provisions of Integrated Township Policy-2014, hereinafter referred to as "Policy" issued vide Government Order No. 520/8-3-14-37 Vividh/13, dated 4th March, 2014 (as amended from time to time);
- (b) The Members have agreed to join hands in the form of a Consortium to provide the financial, technical, managerial and other services for the said Project on the terms and conditions as set forth in the MoU;

NOW, THEREFORE, this MoU witnesses as follows:-

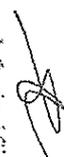
In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

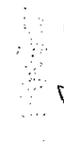
Capitalized terms used in this MoU shall have their respective defined meanings, and/or shall have the meanings specified in the Integrated Township Policy and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

- (a) 'Applicant' means the Consortium Applicant;
- (b) 'Authority' means the Uttar Pradesh Housing and Development Board or the respective Development Authority as the case may be;


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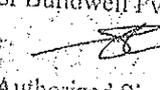
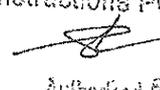
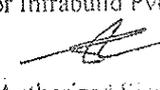
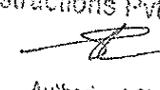
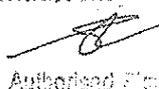

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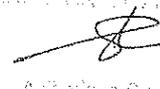

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Arindam Sekhar Garments Marketing Pvt. Ltd.

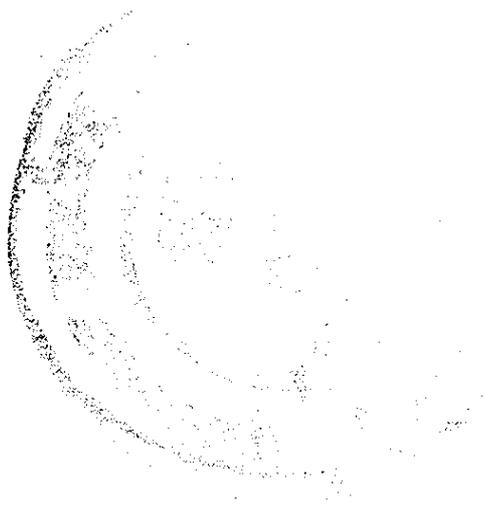
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 Arindam Housing & Industries Pvt. Ltd.

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 Mahal Constructions Pvt. Ltd.

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 Kilaap Constructions Pvt. Ltd.

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 Freedhill Constructions Pvt. Ltd.

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 Aadesh Constructions Pvt. Ltd.

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 Bifs Constructions Pvt. Ltd.

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(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) 'Development Authority' means Development Authority as defined in section-2 (g) of Uttar Pradesh Urban Planning and Development Act, 1973;

(f) 'Housing Commissioner' means the Housing Commissioner of the Uttar Pradesh Housing and Development Board;

(g) 'Integrated Township' means a self-contained township planned, designed and developed in accordance with the provisions of Integrated Township Policy-2014;

(h) 'Lead Member' means the member of the Consortium which has been designated so by the other members of the Consortium as per the eligibility conditions laid down in the Integrated Township Policy, 2014 and also authorized to take the lead in the management of the Consortium's affairs;

(i) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;

(j) 'MoU' (Memorandum of Understand) means a legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.

(k) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013;

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Munim Sekhar Gannots Marketing Pvt. Ltd.

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Housing & Industries Pvt. Ltd.

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Mentor Buildwell Pvt. Ltd.

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Prasidhi Constructions Pvt. Ltd.

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PVT. LTD.

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Bifs Constructions Pvt. Ltd.

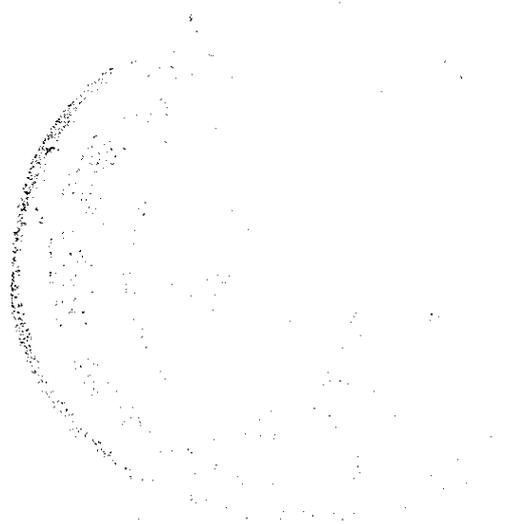
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Aardesh Constructions Pvt. Ltd.

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METROPOLE RESIDENCY PRIVATE LIMITED

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(l) 'Private Developer' means an individual, 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 and to whom a license has been granted by the Authority;

(m) 'Project' means the proposed Integrated Township for which the Applicant intends to procure license;

(n) 'Turnover' means as defined under section-2(91) of the Companies Act, 1956/2013;

(o) 'Uttar Pradesh Housing and Development Board' means Board as defined in section-2(d) of Uttar Pradesh Avas Evam Vikas Parishad Adhiniyam, 1965;

(p) 'Vice Chairman' means the Vice Chairman of the concerned Development Authority.

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 feminine gender and vice-versa.

(b) References to a 'person' if any shall, where the context so admits, include 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.

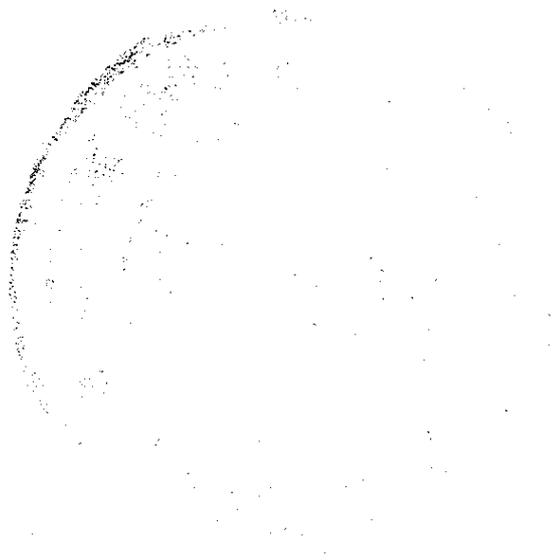
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SMA Infrastructure LLP
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FOR PRAGATI CONSTRUCTION PVT. LTD.

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Tanco InfraDevelopers LLP

Arindam Sekhar Garments Marketing Pvt. Ltd. Authorised Signatory
Eco Housing & Industries Pvt. Ltd. Authorised Signatory
Mentor Buildwell Pvt. Ltd. Contd. Authorized Signatory
Mentor Infrabuild Pvt. Ltd. Authorized Signatory
Mahal Constructions Pvt. Ltd. Authorised Signatory
Killaap Constructions Pvt. Ltd. Authorised Signatory
Aadash Constructions Pvt. Ltd. Authorised Signatory
Mentropole Residency Private Limited Authorised Signatory
Prasiddhi Constructions Pvt. Ltd. Authorised Signatory
Ziba Constructions Pvt. Ltd. Authorised Signatory

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PANTAL CONSTRUCTION PVT. LTD.



(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 Project including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development 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 Project. The termination would be subject to clauses 13.5 to 13.8.

4. COORDINATOR

4.1 The Members hereby understand and agree that there shall be 'Lead Member' who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the MoU **M/S ARINDAM SEKHAR GARMENTS MARKETING PRIVATE LIMITED** has been appointed as Lead Member. The Lead Member shall be specifically

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Authorized Signatory

Times InfraDevelopers LLP

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MENTOR INFRACON PVT LTD

Authorized Signatory

Mentor InfraBuild Pvt. Ltd. (Mentor InfraBuild)

Authorized Signatory

Arindam Sekhar Garments Marketing Pvt. Ltd.

Eldero Housing & Industries Pvt. Ltd.

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Prasiddhi Constructions Pvt. Ltd.

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Mahel Constructions Pvt. Ltd.

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Mentor Buildwell Pvt. Ltd.

Aadesh Constructions Pvt. Ltd.

Authorized Signatory

Niranjan Housing Pvt. Ltd.

PINTAIL CONSTRUCTIONS PVT LTD.

Elis Constructions Pvt. Ltd.

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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 Project.

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 Project 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 Project to the Members concerned.

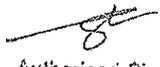
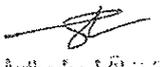
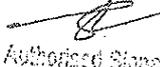
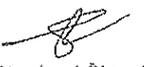
5.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.

PRATAP PROJECT PVT.LTD.
Authorized Signatory
PRATAP INFRACON PVT.LTD.
Authorized Signatory

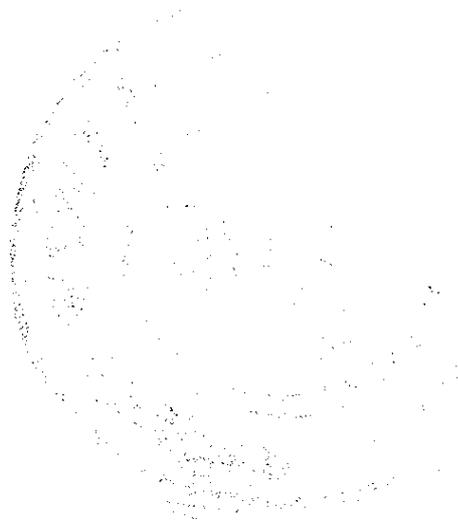
PRATAP CONSTRUCTIONS PVT.LTD.
Authorized Signatory

FOR PRATAP CONSTRUCTION PVT.LTD.
Authorized Signatory

PRATAP BUILDERS PVT.LTD.
Authorized Signatory

Adindam Gokhar Gannara Marketing Pvt. Ltd.  Authorized Signatory	Elidco Housing & Industries Pvt. Ltd.  Authorized Signatory	Mentor Buildwell Pvt. Ltd.  Authorized Signatory
Kharjan Housing Pvt. Ltd.  Authorized Signatory	Global Constructions Pvt. Ltd.  Authorized Signatory	Conte Authorized Signatory Mentor Infrabuild Pvt. Ltd.  Authorized Signatory
Prasiddhi Constructions Pvt. Ltd.  Authorized Signatory	Udaap Constructions Pvt. Ltd.  Authorized Signatory	Authorized Signatory
Elas Constructions Pvt. Ltd.  Authorized Signatory	Aadesh Constructions Pvt. Ltd.  Authorized Signatory	Authorized Signatory

METROPOLIS RESIDENCY PRIVATE LIMITED



5.4 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively 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 Project; and
- (ii) to inform other Members of relevant communications it receives from third parties in relation to the Project.

(b) Each Member shall act in good faith and use reasonable efforts to ensure time-bound 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 conditions 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 Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Project 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

Arindam Gekhar Garments Marketing Pvt. Ltd.

Elenco Housing & Industries Pvt. Ltd.

Mentor Buildwell Pvt. Ltd. Contd.....

Authorized Signatory

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Authorized Signatory

Elenco Housing Pvt. Ltd.

Nahal Constructions Pvt. Ltd

Mentor Infrabuild Pvt. Ltd.

Authorized Signatory

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Authorized Signatory

Prasiddhi Constructions Pvt. Ltd.

Prasiddhi Constructions Pvt. Ltd.

MENTOR INFRA TECH PVT LTD

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Authorized Signatory

Authorized Signatory

Elko Constructions Pvt. Ltd.

Elko Constructions Pvt. Ltd. LITTAPOLE RESIDENCY PRIVATE LIMITED

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PANTAL PROJECT PVT. LTD.
Authorized Signatory

PANTAL INFRACON PVT. LTD.
Authorized Signatory

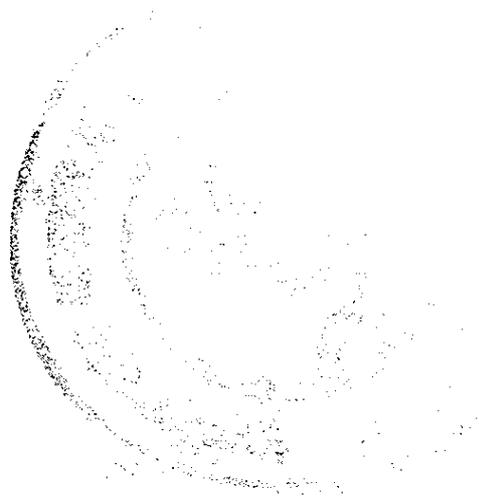
SMA Infrastructure LLP
Authorized Signatory

ESTERAMIA CONSTRUCTION PVT. LTD.
Authorized Signatory

Times Interdevelopment LLP
Authorized Signatory

PANTAL CONSTRUCTION PVT. LTD.
Authorized Signatory

PANTAL BUILDERS PVT. LTD.
Authorized Signatory



deliverables of his part under the terms and conditions of this MoU.

7.2 Indemnification of a Member for each other:

Each Member shall indemnify 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 Project 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

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Authorised Signatory
Authorised Signatory

For PRANVA CONSTRUCTION PVT LTD
Authorised Signatory

Authorised Signatory
Authorised Signatory

Authorised Signatory

Authorised Signatory

Arindam Sekhar Garments Marketing Pvt. Ltd.

Authorised Signatory

Elisco Housing & Industries Pvt. Ltd.

Authorised Signatory

Mentor Buildwell Pvt. Ltd.

Contd.....
Authorized Signatory

Wishu Housing Pvt. Ltd.

Authorised Signatory

Kahal Constructions Pvt. Ltd

Authorised Signatory

Mentor Infrabuild Pvt. Ltd.

Authorised Signatory

Prasidhi Constructions Pvt. Ltd.

Authorised Signatory

Milasp Constructions Pvt. Ltd

Authorised Signatory

MENTOR INFRA TECH PVT LTD

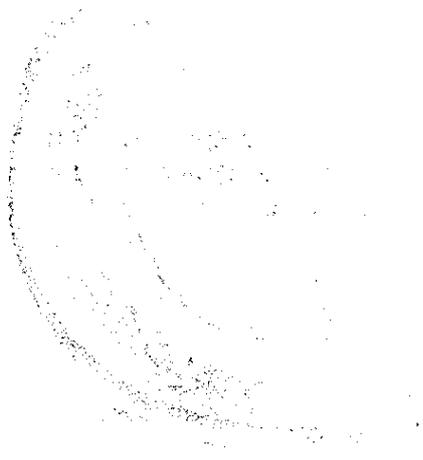
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Pilbs Constructions Pvt. Ltd.

Authorised Signatory

METROPOLIS RESIDENCY PRIVATE LISTED

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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.

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 the arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration.

Authorized Signatory
[Signature]
PRANATI CONSTRUCTION PVT. LTD.

Authorized Signatory
[Signature]
SUN INFRABUILD LLP

Authorized Signatory
[Signature]
THIRAS INFRADEVELOPERS LLP

Authorized Signatory
[Signature]
PRANATI CONSTRUCTION PVT. LTD.

Authorized Signatory
[Signature]
SUN INFRABUILD LLP

Authorized Signatory
[Signature]
THIRAS INFRADEVELOPERS LLP

Authorized Signatory
[Signature]
PRANATI CONSTRUCTION PVT. LTD.

Authorized Signatory
[Signature]
SUN INFRABUILD LLP

Arundhan Bekhar Concrete Marketing Pvt. Ltd.
[Signature]
Authorized Signatory

Contd. [Signature] Authorized Signatory
Mentor Buildwell Pvt. Ltd.
Mentor Infrabuild Pvt. Ltd.
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Authorized Signatory

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[Signature]
Aadash Constructions Pvt. Ltd.
METROPOLE RESIDENCY PRIVATE LIMITED
[Signature]
Authorized Signatory



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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:-

- 12.1 Rejection of the application for grant of license by the Authority.
- 12.2 Upon exit from the Integrated Township Policy subject to terms and conditions of the policy.
- 12.3 Upon completion of the Project.

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

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PUNITAL INFRACON PVT. LTD.
 Authorized Signatory

SNU InfraBuilder LLP
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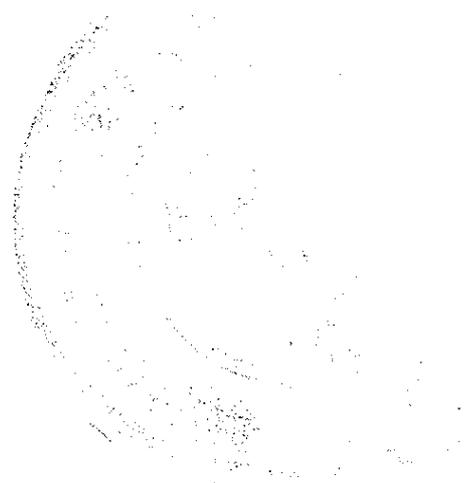
FOR PRANVINA CONSTRUCTION PVT. LTD.
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Times InfraDevelopers Ltd.
 Authorized Signatory

CIVIL CONSTRUCTIONS PVT. LTD.
 Authorized Signatory

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Aarindam Sekhar Garments Marketing Pvt. Ltd. Authorized Signatory	Eldoco Housing & Industries Pvt. Ltd. Authorized Signatory	Mentor Buildwell Pvt. Ltd. Contd..... Authorized Signatory
Anjan Housing Pvt. Ltd. Authorized Signatory	... Authorized Signatory	Mentor Infrabuild Pvt. Ltd. Authorized Signatory
Prasiddhi Constructions Pvt. Ltd. Authorized Signatory	Milaap Constructions Pvt. Ltd. Authorized Signatory	MENTOR INFRA TECH PVT LTD Authorized Signatory
... Authorized Signatory	Aashish Constructions Pvt. Ltd. Authorized Signatory	METROPOLE RESIDENCY PRANVINA LTD Authorized Signatory



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 of the Consortium can only be changed with the prior approval of the concerned Authority subject to fulfillment of minimum financial capability of the Consortium.

13.6 Lead Member can only be changed with the prior approval of the Authority (Board) subject to completion of all development works under the first Development Agreement including construction of the prescribed number of houses for the Economically Weaker Section and Low Income Group families, development/ construction of public amenities and development of village Abadies falling within the Project area as envisaged and approved under the project.

13.7 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted to the Authority by the Lead Member.

13.8 No variation or modification to the terms of MoU shall be made except as may be permitted by the concerned Authority.

PUNITAL PROJECT PVT. LTD.
 Authorized Signatory

PUNITAL INFRACON PVT. LTD.
 Authorized Signatory

SNU INFRABUILD LLP
 Authorized Signatory

For PRAYAGRA CONSTRUCTION PVT. LTD.
 Authorized Signatory

PUNITAL BUILDERS PVT. LTD.
 Authorized Signatory

PUNITAL CONSTRUCTION PVT. LTD.
 Authorized Signatory

Arindam Sekhar Garments Marketing Pvt. Ltd.
 Authorized Signatory

Miloco Housing & Industries Pvt. Ltd.
 Authorized Signatory

Mentor Buildwell Pvt. Ltd.
 Contd. Authorized Signatory

Global Constructions Pvt. Ltd.
 Authorized Signatory

Mentor Infrabuild Pvt. Ltd.
 Authorized Signatory

Miloap Constructions Pvt. Ltd.
 Authorized Signatory

METROPOLIS RESIDENCY PRIVATE LIMITED
 Authorized Signatory

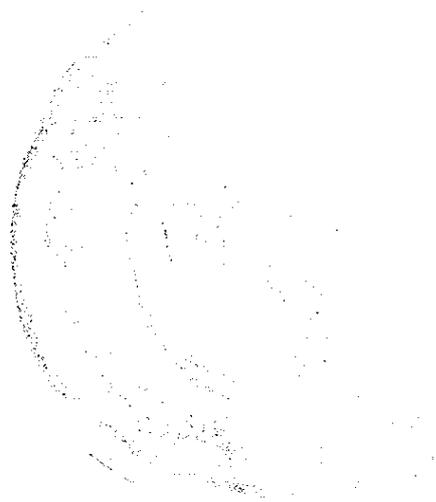
Asadeh Constructions Pvt. Ltd.
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Times Infrastructure and LLP
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Punital Housing Pvt. Ltd.
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Punital Constructions Pvt. Ltd.
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Punital Constructions Pvt. Ltd.
 Authorized Signatory



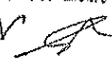
21-11-2017

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

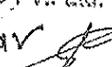
1. Common Seal of **M/s ARINDAM SEKHAR GARMENTS MARKETING PRIVATE LIMITED** has been affixed in my presence pursuant to the Board of Directors resolution dated 12-10-15

Signature.....
Name..... Ajay Srivastava 
Designation.....
Arindam Sekhar Garments Marketing Pvt. Ltd.
Authorised Signatory

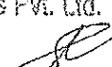
2. Common Seal of **M/s NIRANJAN HOUSING PRIVATE LIMITED** has been affixed in my presence pursuant to the Board of Directors resolution dated.....

Signature.....
Name..... Satyendra Kumar 
Designation.....
Niranjan Housing Pvt. Ltd.
Authorised Signatory

3. Common Seal of **M/s PRASIDDHI CONSTRUCTIONS PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated.....

Signature.....
Name..... Satyendra Kumar 
Designation.....
Prasiddhi Constructions Pvt. Ltd.
Authorised Signatory

4. Common Seal of **M/s BLISS CONSTRUCTIONS PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated.....

Signature.....
Name..... Satyendra Kumar 
Designation.....
Bliss Constructions Pvt. Ltd.
Authorised Signatory

Contd.....



5. Common Seal of **M/s ELDECO HOUSING & INDUSTRIES LIMITED** has been affixed in my presence pursuant to the Board of Directors resolution dated.....

Signature..... *Eldeco Housing & Industries Pvt. Ltd.*

Name..... *Satyendra Kumar* 

Designation..... *Authorised Signatory*

6. Common Seal of **M/s MAHAL CONSTRUCTIONS PRIVATE LIMITED** has been affixed in my presence pursuant to the Board of Directors resolution dated.....

Signature..... *Mahal Constructions Pvt. Ltd.*

Name..... *Satyendra Kumar* 

Designation..... *Authorised Signatory*

7. Common Seal of **M/s MILAAP CONSTRUCTIONS PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... *Milaap Constructions Pvt. Ltd.*

Name..... *Satyendra Kumar* 

Designation..... *Authorised Signatory*

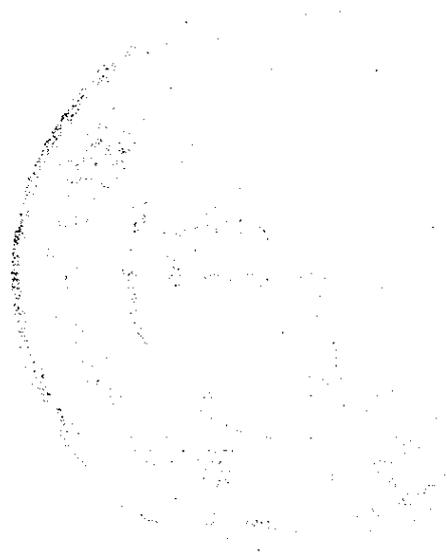
8. Common Seal of **M/s AADESH CONSTRUCTIONS PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... *Aadesh Constructions Pvt. Ltd.*

Name..... *Satyendra Kumar* 

Designation..... *Authorised Signatory*

Contd.....



9. Common Seal of **M/s MENTOR BUILDWELL PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... Mentor Buildwell Pvt. Ltd.
Name Satyendra Kumar 
Designation..... Authorized Signatory

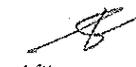
10. Common Seal of **M/s MENTOR INFRABUILD PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... Mentor Infrabuild Pvt. Ltd.
Name Satyendra Kumar 
Designation..... Authorized Signatory

11. Common Seal of **M/s MENTOR INFRATECH PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... MENTOR INFRATECH PVT LTD
Name Satyendra Kumar 
Designation..... Authorised Signatory

12. Common Seal of **M/s METROPOLE RESIDENCY PRIVATE LIMITED,** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... METROPOLE RESIDENCY PRIVATE LIMITED
Name Satyendra Kumar 
Designation..... Authorised Signatory

Contd.....

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13. Common Seal of **M/s PINTAIL BUILDERS PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... PINTAIL BUILDERS PVT. LTD
Name... Satyendra Kumar 
Designation..... Authorised Signatory

14. Common Seal of **M/s PINTAIL CONSTRUCTION PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

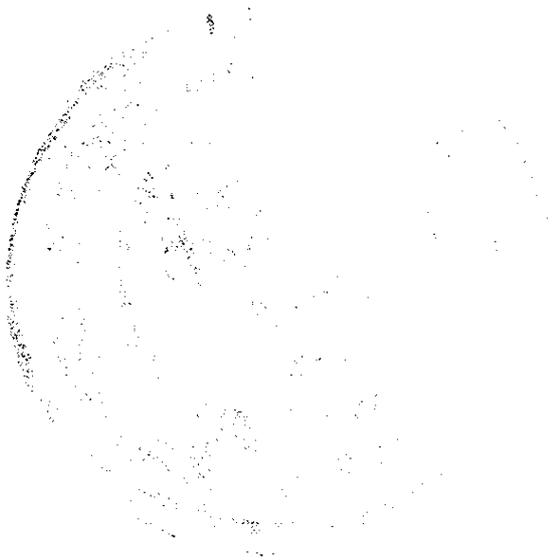
Signature..... PINTAIL CONSTRUCTION PVT. LTD
Name... Satyendra Kumar 
Designation..... Authorised Signatory

15. Common Seal of **M/s PINTAIL INFRACON PRIVATE LIMITED,** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... PINTAIL INFRACON PVT. LTD
Name... Satyendra Kumar 
Designation..... Authorised Signatory

16. Common Seal of **M/s PINTAIL PROJECTS PRIVATE LIMITED,** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... PINTAIL PROJECTS PVT. LTD
Name... Satyendra Kumar 
Designation..... Authorised Signatory



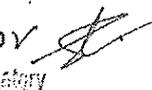
17. Common Seal of **M/s PRAYATNA CONSTRUCTIONS PRIVATE LIMITED.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... For PRAYATNA CONSTRUCTION PVT. LTD.
Name Satyendra Kumar 
Designation.....
Authorized Signatory

18. Common Seal of **M/s SMJ INFRABUILDER LLP.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... *SMJ Infrabuilder LLP*
Name Satyendra Kumar 
Designation.....
Authorized Signatory

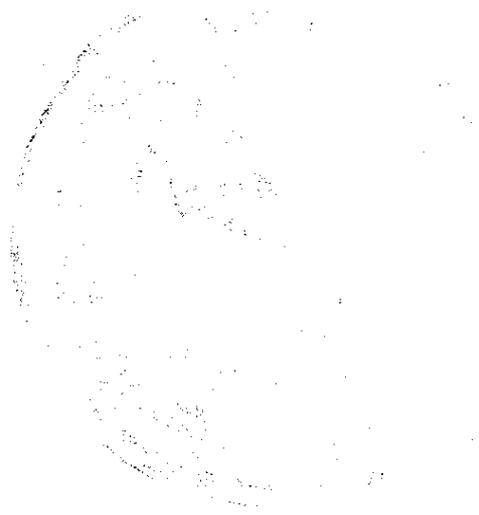
19. Common Seal of **M/s TIMES INFRADEVELOPERS LLP.** has been affixed in my presence pursuant to the Board of Directors resolution dated

Signature..... *Times Infradevelopers LLP*
Name Satyendra Kumar 
Designation.....
Authorized Signatory

For and on behalf of Lead Member:

Name.....
Designation.....
Date :.....
Seal :.....

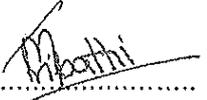
Contd.....



WITNESSES :

1. Signature. 

Name. Sandeep Singh
107
Address. Collectorate Court
Lucknow

2. Signature. 

Name. Mukesh Mani Tripathi
Address. Collectorate Court
Lucknow

Typed by



(Sonu Balaji)
Collectorate, Lucknow

Drafted by



SHASHI KANT MISHRA
ADVOCATE
Mobile No. 7338888909

(Shashikant Mishra)
Advocate
Collectorate, Lucknow

विक्रय अनुबंध विलेख

प्रतिफल 100.00 20 120.00 1.000
प्रथम रजिस्ट्री नकल व प्रति शुल्क योग शब्द नगभग

मे.अरिन्दम शेखर गार्मेंट मार्के.प्रा.लि.द्वारा अजय श्रीवारस्तव

लवसाय प्राईवेट नौकरी

निवासी प्थार्थी 705, 706, 707, 708 सातवां तल एल्टिको कार्पो.टावर विभूति खण्ड :

अथार्थी पता

मे यह लेखपत्र इस कार्यालय में दिनांक 14/10/2015 मग्न 4:56PM

वर्गे निबन्धन हेतु पेश किया :



रजिस्ट्रारकण अधिकारी के हस्ताक्षर

डी.एन.वर्मा

उप-निबन्धक तृतीय

लखनऊ

14/10/2015

निष्पादन लेखपत्र बाध मुनन व समझन मजमून

प्रथम पक्ष

द्वितीय पक्ष

मे.अरिन्दम शेखर गार्मेंट मार्के.प्रा.लि.द्वारा अजय श्रीवारस्तव

पेशा प्राईवेट नौकरी

निवासी 705, 706, 707, 708 सातवां तल एल्टिको कार्पो.टावर विभूति खण्ड गोमतीनगर लखनऊ

मे.निरंजन हाऊ.प्रा.लि.द्वारा सत्येन्द्र कुमार

पेशा प्राईवेट नौकरी

निवासी 13वां तल ट्रेडवर्ड डी विंग कमाला मील कम्पाउण्ड लोअर परेल मुम्बई

श्री मे.मेंटोर बिल्डवेल प्रा.लि.व अन्य कम्प. द्वारा सत्येन्द्र कुमार

पेशा प्राईवेट नौकरी

निवासी 498/143 गोपाल सदन फैजाबाद रोड निकट आई टी चौराहा लखनऊ



Details of the Applicant
(Separate Response Sheets for each Consortium Member in case of Consortium)
Organizational Profile

Sl. No.	Description	Details (to be filled by the Applicant/ Each Member)
1	Name of the Applicant	ARINDAM SEKHAR GARMENTS MARKETING PRIVATE LIMITED
2	Offical Address	149-A , 4TH FLOOR, 205 RABINDRA SARANI, KOLKATA, WEST BENGAL - 700 007
3	Phone No and Fax No:	022-66735852/53 and 022 - 66735850
4	E- mail Address	arindamsekhar2005@gmail.com
5	Corporate Headquarters Address	Unit No. 16, Mezzanine Floor, Kaliandas Udyog Bhavan PCSL, Near Century Bazar, Prabhavdevi, Mumbai – 400 025, Maharashtra
6	Phone No and Fax No:	022-66735852/53 and 022 - 66735850
7	E- mail Address	arindamsekhar2005@gmail.com
8	Website Address	NA
9	Details of Company's Registration (In case of Lead Member), please enclose attested copies of the documents	U18101WB2005PTC103996
10	Name of Registration No.	ARINDAM SEKHAR GARMENTS MARKETING PRIVATE LIMITED
11	Registration No and Year of Registration	U18101WB2005PTC103996 2005-06
12	Service Tax Registration No	NA
13	CST/LST/VAT Registration No	NA
14	Permanent Account Number	AAFCA5281R
15	Provident Fund Registration Number	NA

Note : The Applicant may be a single entity (Individual Applicant) or a group of entities (Consortium Applicant).

(Signature)

ने निष्पादन स्वीकार किया ।

निजकी पहचान श्री संदीप सिंह एडवोकेट

श्री फलेक्ट्रेट लखनऊ

पेशा वकालत

निवासी

य मुकेश मणि त्रिपाठी एडवोकेट कलेक्ट्रेट लखनऊ

पुत्र श्री

पेशा वकालत

निवासी

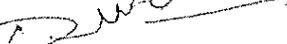
ने की ।

पर्यक्षतः भद्र गार्हियों के निजान अंगूठे नियमानुसार बिचे गये हैं ।

पदाकारों ने येन प्रस्तुत किया



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

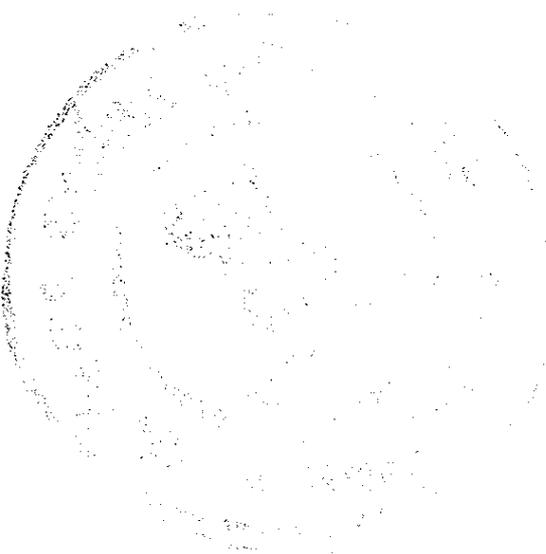


डी.एन.वर्मा

उप-निबन्धक तृतीय

लखनऊ

14/10/2015



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)

Sr. No.	Type of Member	Average Annual Turnover (Rs. Crore)	Annual Net Worth (Rs. Crore)	Roles and Responsibility
1	2	3	4	5
1	Lead Member Name & Address Arindam Sekhar Garments Marketing Private Limited Unit No.-16, Mezzanine Floor, Kaliandas Udyog Bhwan Pcsl, Near Centry Bazar, Prabhadevi, Mumbai - 400025	125.86	95.26	
2	Member-1 Name & Address Pintail Infracon Private Limited G40 , Basement, Jangpura Extension, Birbal Park, New Delhi- 110014	-	0.02	All Works Related to Coordination, Planning Promotion & Development etc of entire Integrated Township Project
3	Member-2 Name & Address Niranjan Housing Private Limited 13Th Floor, Trade World D - Wing, Kamala Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, Maharashtra	343.72	53.40	
4	Member-3 Name & Address Prasiddhi Constructions Private Limited 2Nd Floor, Eledeco Corporate Chamber- 1 , Vibhuti Khand, Gomti Nagar , Lucknow, Up-226010	-	0.01	
5	Member-4 Name & Address Bliss Constructions Private Limited 2Nd Floor, Eledeco Corporate Chamber- 1 , Vibhuti Khand, Gomti Nagar , Lucknow, Up-226010	-	0.00	
6	Member-5 Name & Address Eldeco Housing & Industries Limited Shop No.16 ,Second Floor,Eldeco Station 1,Site No 1, Sector- 12,Faridabad Haryana -121007	-	-	
	Member-6 Name & Address Mahal Constructions Private Limited 2Nd Floor, Eledeco Corporate Chamber- 1 , Vibhuti Khand, Gomti Nagar , Lucknow, Up-226010	-	0.00	
8	Member-7 Name & Address Milaap Constructions Private Limited 2Nd Floor, Eledeco Corporate Chamber- 1 , Vibhuti Khand, Gomti Nagar , Lucknow, Up-226010	-	-0.00	
9	Member-8 Name & Address Aadesh Constructions Private Limited 2Nd Floor, Eledeco Corporate Chamber- 1 , Vibhuti Khand, Gomti Nagar , Lucknow, Up-226010	0.10	-0.00	
10	Member-9 Name & Address Mentor Buildwell Private Limited 498/143, Gopal Sadan, Faizabad Road, Near IT Crossing Lucknow, Uttar Pradesh-226020	-	0.01	

प्रथम पक्ष

Registration No.: 699

Year : 2.015

Book No. : 4

0101 मे.अरिन्दम शेखर गार्मेन्ट मार्के.प्रा.लि.द्वारा अजय श्रीवास्तव

705, 706, 707, 708 सातवां तल एडिडको कार्पो.टावर विभूति रु
प्राईवेट नौकरी



0102 मे.निरंजन हाऊ.प्रा.लि.द्वारा सत्येन्द्र कुमार

13वां तल टुडबर्ड डी विंग कम्पला मिल कम्पाउण्ड लोअर परेस म
प्राईवेट नौकरी



0103 मे.मेन्टोर बिल्डवेल् प्रा.लि.व अन्य कम्प. द्वारा सत्येन्द्र कुमार

498/143 गोपाल सदन फेजाबाद रोड निकट आई टी चौराहा ल
प्राईवेट नौकरी



Sr. No.	Type of Member	Average Annual Turnover (Rs. Crore)	Annual Net Worth (Rs. Crore)	Roles and Responsibility
11	Member-10 Name & Address Mentor Infrabuild Private Limited 498/143, Gopal Sadan, Faizabad Road, Near IT Crossing Lucknow ,Uttar Pradesh-226020	-	0.01	
12	Member-11 Name & Address Mentor Infratech Private Limited 498/143, Gopal Sadan, Faizabad Road, Near IT Crossing Lucknow ,Uttar Pradesh-226020	0.01	0.01	
13	Member-12 Name & Address Metropole Residency Private Limited 1St Floor 498/143, Gopal Sadan, Faizabad Road, Near IT Crossing Lucknow ,Uttar Pradesh-226020	-	0.01	
14	Member-13 Name & Address Pintail Builders Private Limited G40 , Basement, Jangpura Extension, Birbal Park, New Delhi- 110014	-	0.01	
15	Member-14 Name & Address Pintail Constructions Private Limited G40 , Basement, Jangpura Extension, Birbal Park, New Delhi- 110014	-	0.01	
16	Member-15 Name & Address Pintail Projects Private Limited G40 , Basement, Jangpura Extension, Birbal Park, New Delhi- 110014	-	0.01	
17	Member-16 Name & Address Prayatna Constructions Private Limited 2Nd Floor, Eledeco Corporate Chamber- 1 , Vibhuti Khand, Gomti Nagar , Lucknow, Up 226010	-	0.01	
18	Member-17 Name & Address SMJ Infrabuilder LLP 5/51, Second Floor Wea Karol Bagh, Near Harnam Singh Hospital New Delhi- 110005	-	0.01	
19	Member-18 Name & Address Times Infradevelopers LLP Gf10 , City Centre,, 2 China Bazar Road, Lucknow ,Uttar Pradesh-226001	-	0.01	

आज दिनांक 14/10/2015 को
वही नं. 4 जिल्ला नं. 442
पृष्ठ नं. 65 में 112 पर क्रमांक 699
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



डी.एन.वर्मा

उप-निबन्धक तृतीय

लखनऊ

14/10/2015

