





FORMAT - 6

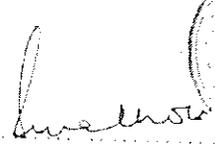
From, Omaxe Ltd. (Lead Member) 7, Local Shopping Center, Kalka Ji, New Delhi-110019	To, Executive Director, Awes Bandhu, Uttar Pradesh, 1 st Floor, Janpath Market, Lucknow - 226001
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Subject: Proposal for development of Hi-tech Township at Lucknow

We Omaxe Ltd. Lead Member of Consortium herewith enclose proposal for selection of our Consortium for the development of Hi-tech Township at Lucknow.

Yours Faithfully,

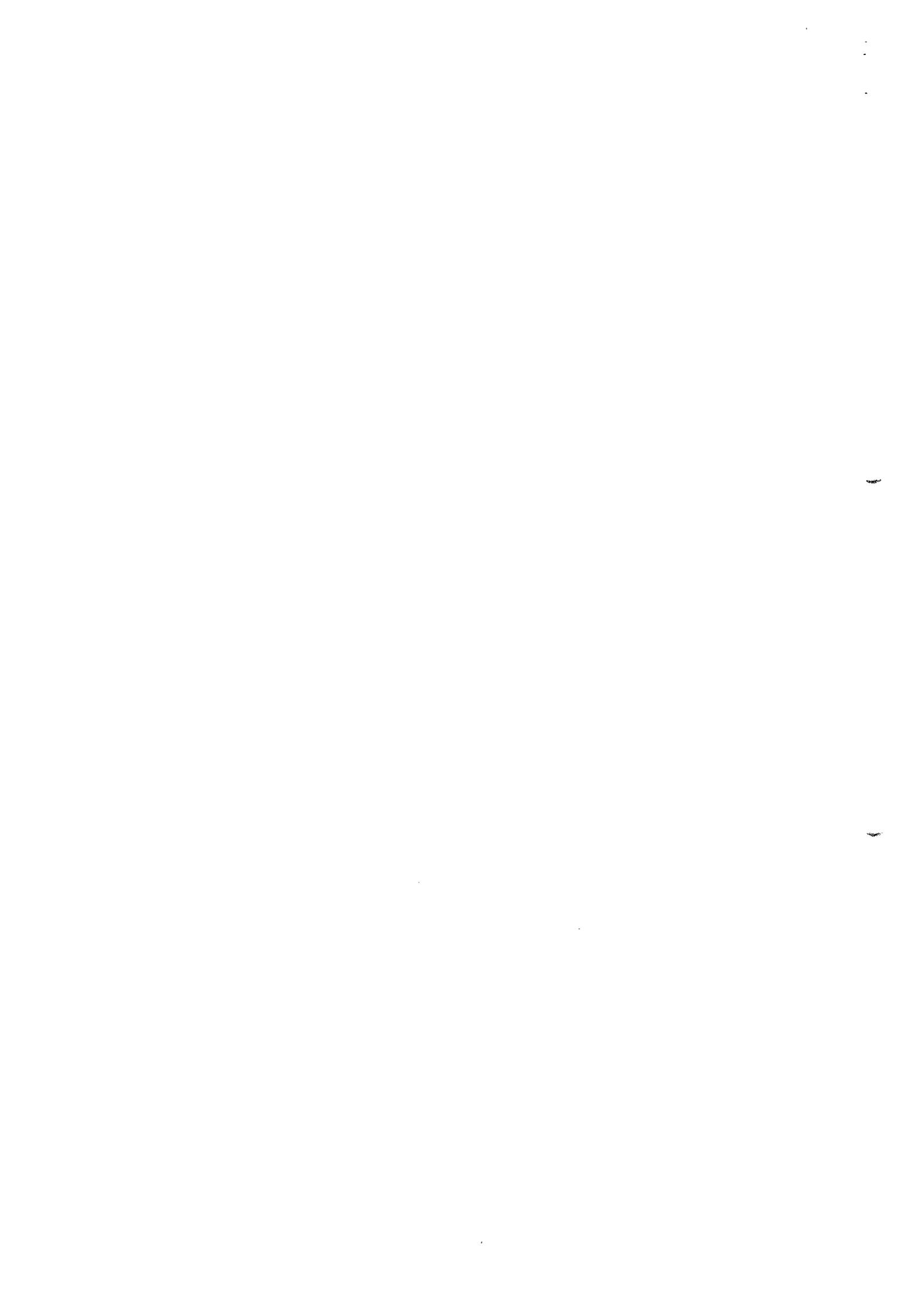
Signature


21-02-2018

Sunil Malhotra
Chief Operating Officer
Omaxe Ltd. (Lead Member)

Postal Address: 7, Local
Shopping Center, Kalka Ji,
New Delhi-110019

E-mail address of Consortium:
sunimalhotra@omaxe.com



Receipt

Receipt Book (A)
Sub Registrar Office Sub Registrar VII

Duplicate

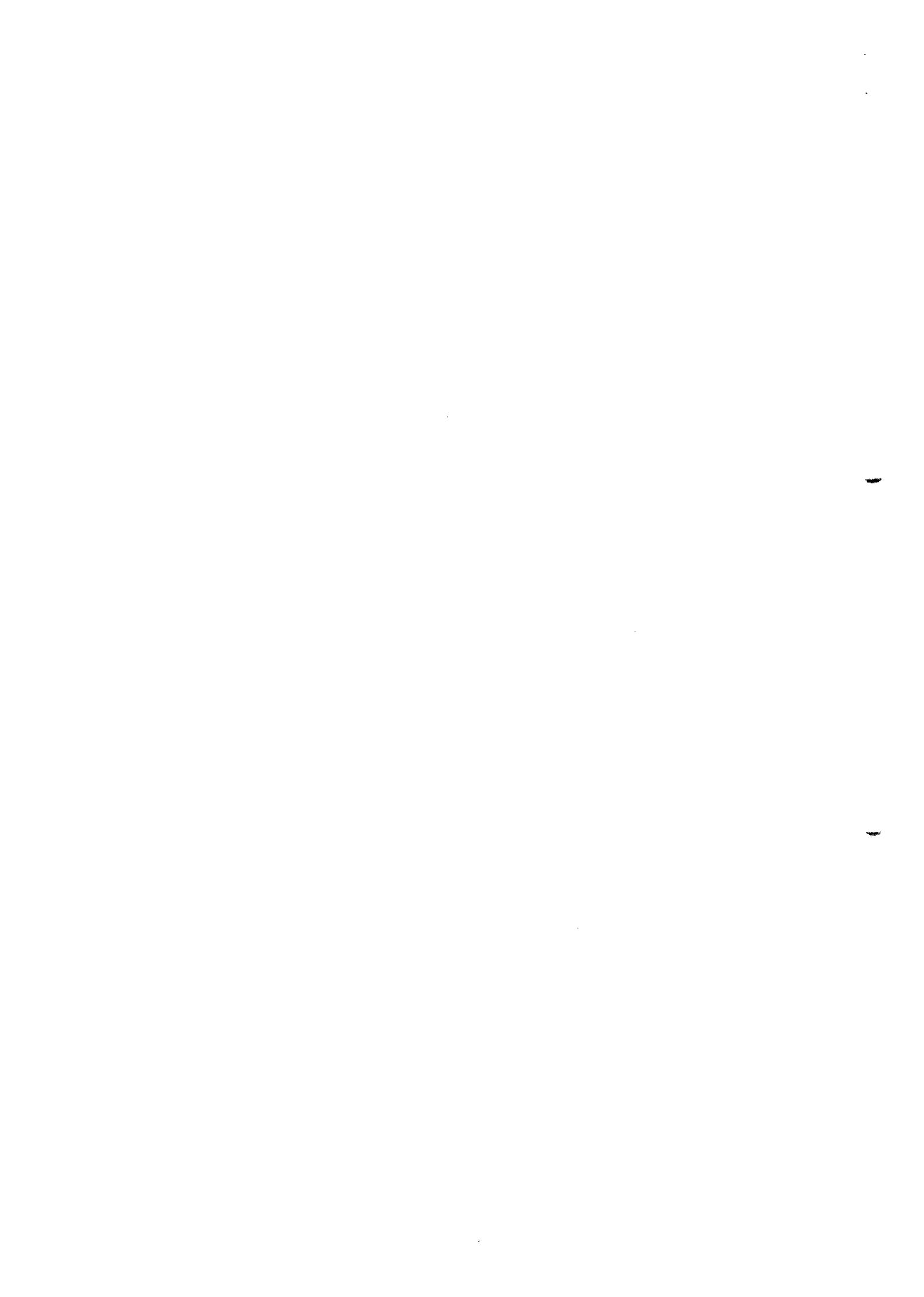
No. 2949 Registration Date 19/02/2009
Name of First Part Rivaj Infratech P Ltd th
Date of Execution 19/02/2009
Date of Presentation 19/02/2009
Type of Deed GENERAL AGREEMENT
Consideration Value 0.00
Stamp Duty 100.00
Registry Fees 3.00
Copying Fees 1.00
Total Fees 4.00

Sub Registrar

Sub Registrar VII

Receipt Book (A)

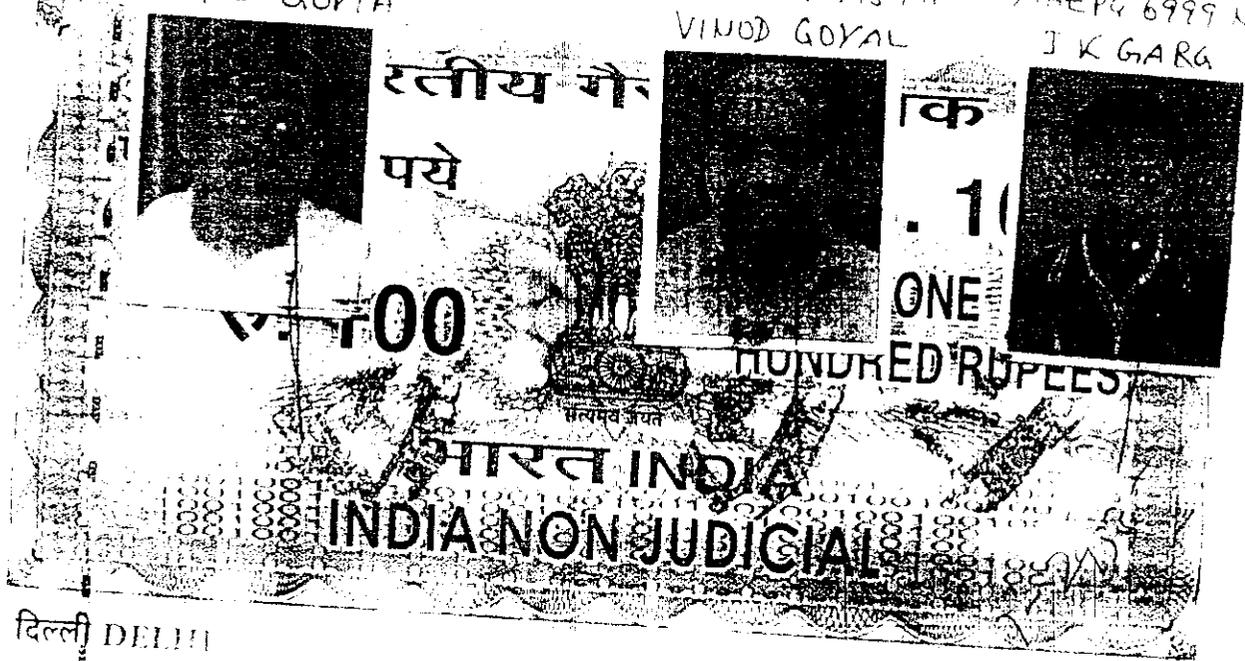
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Consortium MOU

This Memorandum of Understanding (MOU) is made on 19th February, 2009 between the following parties

M/s. Omaxe Ltd. a company incorporated under the companies Act, 1956 having its registered office at 7, L.S.C., Kalkaji, New Delhi - 110019 and represented by Shri Vimal Gupta (Hereinafter referred to as OI.)

And

M/s Mehboob Builders Private Limited a company incorporated under the companies Act, 1956 having its registered office at 10, L.S.C., Kalkaji, New Delhi 110019 and represented by Shri Vinod Goyal (Hereinafter referred to as MBPL)

And

M/s. Mehboob InfraTech Private Limited a company incorporated under the companies Act, 1956 having its registered office at 10, L.S.C., Kalkaji, New Delhi 110019 and represented by Shri Jitender Kumar Garg (Hereinafter referred to as MIPL)

FOR OMAXE LTD.

For Mehboob Builders Private Limited

For Mehboob InfraTech Pvt. Ltd.

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory/Director

WHEREAS M/s OL is having business in real estate and have average annual net worth of Rs 573.69 Crores (as per last audited balance sheet as at 31.03.2008)

AND WHEREAS M/s MBPL is having business in real estate and have average annual net worth of Rs NIL (being a new company incorporated on 13.06.2008)

AND WHEREAS M/s MIPL is having business in real estate and have average annual net worth of Rs NIL (being a new company incorporated on 13.06.2008)

AND WHEREAS the eligible entities are required to submit their applications/ proposals for the development of Hi-tech Township under the Hi-tech Township Policy-2007 as amended from time to time to; Awas Bandhu, Housing & Urban Planning Department, Government of Uttar Pradesh with an earnest money of Rs.1,00,00,000/- and non-refundable processing fee of Rs.1,00,000/-

AND WHEREAS M/s OL, M/s MBPL and M/s MIPL are desirous to submit application/ proposal by forming a Consortium amongst themselves;

AND WHEREAS this Consortium shall facilitate meeting the requirements of Housing & Urban Planning Department, Government of Uttar Pradesh (hereinafter referred to as the "Government") and having the required net worth and experience for developing and managing the Hi-tech Township according to the provisions of Hi-Tech Township Policy-2007 as amended from time to time

AND WHEREAS the said Consortium is proposed to be formed in the name of M/s Garv Buildtech Private Limited (Consortium Company)

AND WHEREAS all the parties hereto have agreed forming the hereinbefore mentioned consortium called M/s Garv Buildtech Private Limited (Consortium Company) upon agreeing the following terms and conditions:-

I. Lead Member

- (i) M/s Omaxe Ltd. shall be the lead member of the M/s Garv Buildtech Private Limited (Consortium Company) for project implementation.
- (ii) Consortium means M/s Garv Buildtech Private Limited (Consortium Company)
- (iii) Consortium members mean the parties to this Memorandum of Understanding who have associated to form Consortium under the name and style of M/s Garv Buildtech Private Limited

For OMAXE LTD.

For M/s

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

For M/s

[Signature]
Authorized Signatory / Director
Page 2 of 5



2 Rights and Obligations of the Parties

2.1 The Consortium represented by M/s. OI, M/s MBPL and M/s MIPL shall submit application/ proposal for aforesaid project promoted by the Government. The project i.e. Hi-Tech Township (Lucknow) shall be taken up by the Consortium.

2.2 M/s OI shall provide technical expertise of development of the Hi-Tech Township (Lucknow) project and M/s MBPL & MIPL shall operate and maintain the Hi-Tech Township (Lucknow) project as this/ these company/ companies are having adequate experience of developing and maintaining townships, and M/s OI having average annual net worth of Rs.573.00 Crores, M/s MBPL having average annual net worth of Rs.NIL (being a new company incorporated on 13.06.2008) and M/s MIPL having average annual net worth of Rs.NIL (being a new company incorporated on 13.06.2008) shall be meeting eligibility criteria laid down for the selection of the Developer Company of having minimum net worth, et-cetera.

2.3 The Management of this Consortium shall vest with representatives nominated by each of the Consortium members. For the time being Mr. Sunil Malhotra shall be the Chief Operating Officer and the correspondence address of the Consortium shall be 10, Local Shopping Centre, Kalkaji New Delhi-110 019.

3 Funding; Cost Sharing

3.1 The Consortium members shall contribute and share profits as following:

a) Capital contribution by M/s. OI, M/s MBPL and M/s MIPL shall be in the ratio of 51:26:23 (aggregate minimum 51 percent) of share capital of proposed Developer Company

b) Net profit sharing ratio shall be same as of capital contribution ratio

3.2 Earnest Money of Rs.1,00,00,000/- shall be contributed by Consortium members as may be mutually decided. The other project expenditures, as may be required, shall be paid by either of the Consortium members. The Consortium members shall maintain a separate Consortium account (of this Consortium arrangement) in their books, wherein entries shall be made as per terms of this MoU

3.3 Each Consortium member shall be entitled to get refund of any amount contributed, as agreed jointly by all the representatives of the Consortium members

FD.
For M/s OI

For M/s MBPL

For M/s MIPL



3.4 The net profit shall be arrived at after payment of all statutory dues including any taxes and Consortium members shall be paid their entitled percentage of net profits after refunding from Consortium account, contribution amounts individually made by the Consortium members and/ or after refunding individual Consortium members the expenses incurred by them on behalf of Consortium

3.5 In case of any loss arising out of this Consortium arrangement, the same shall be borne in the same ratio as of capital contribution

4 Validity

This MOU shall be valid and enforceable till the completion of the Project and can not be terminated by any of the Consortium members through mutual consent, or otherwise till the completion of the Project. No member of this Consortium shall be entitled, for whatsoever reason, to make exit from this Consortium before completion of the Project

5 Confidentiality

All Consortium Members shall be under obligation not to disclose any information or terms of this MoU to any third Party. All documents and information exchanged between the Consortium Members, for the purpose of this Project, shall be treated as strictly confidential by the other Consortium members and shall not be shared with any outside agency, except with AWAS BANDHU and to the extent required to be advised to the AWAS Bandhu in accordance with the terms of the Project

6 Amendment

The terms and conditions of this MoU can be revised/ amended only with prior approval of Government

7 Governing

This MoU shall in all respects be governed in accordance with the laws of India, as amended from time to time, and in the event of conflict between the provisions of this MoU and the said law, the later shall prevail

8 Totality

This MoU embodies the entire understanding of the Members, and there are no promises, terms conditions or obligations, oral or written, express or implied, other than those contained herein.

We, the members of Consortium hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by the lead member pursuant to this MoU and that all acts, deeds and things done by the lead member shall and shall always be deemed to have done by us/ Consortium



1950-1951

1950-1951

Reg. No. Reg. Year Book No.

14

2007



1st Party

श्रीमती



2nd Party

श्री



3rd Party

श्री



1st Party

2nd Party

श्रीमती

Accomax Ltd in A. mal Court

Party 2007

M/s. Mehboob Builders Pvt. Ltd.

Party 2007

M. Mohan, Jitratech Ltd.

Jitender Kumar Singh

Party 2007

Shri Mohan Goyal - Ravi Kant

Certificate (Section 60)

Registration No. 114 in additional Book No. 4 Vol. No. 1358

pages 181 to 185 on the date 09/02/2009

left thumb impressions has have been taken in my presence

[Signature]

Sub Registrar

Sub Registrar VII

New Delhi, India

09/02/2009