



उत्तर प्रदेश UTTAR PRADESH

DZ 833824

#### Affidavit cum Declaration

Affidavit cum Declaration of Mr. Ayush Garg S/o Sh. Rajesh Kumar Gupta duly authorized by Shreya Dwellers Pvt Ltd (consortium) Promoter of the Project, vide their Board resolution dated 14<sup>th</sup> May 2018.

I, duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That Gajanan Educational Trust have a legal title to the land on which the development of the proposed project is to carried out And a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances.

3. That the time period with in which the project shall be completed by promoter is 5 years.

4. That seventy percent of the amount realized by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that propose.

5. That the amount forms the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

For Shreya Dwellers Pvt. Ltd. (Consortium)

Authorized signatory



6. That the amount from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

7. That promoter shall get the accounts audited within six month after the end of every financial year by a chartered accountant in practice, and shall produce a statement of account duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That promoter shall take all the pending approvals on time, from the competent authorities.

9. That promoter has furnished such other documents as have been prescribed by the rules and regulation made under the act.

10. That promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot of building, as the case may be, on any grounds.

For Shreya Dwellers Pvt. Ltd. (Consortium)

*[Signature]* Deponent  
Authorised signatory

Verification

The contents of my above affidavit cum declaration are true correct and nothing material has been concealed by me there from.

For Shreya Dwellers Pvt. Ltd. (Consortium)

*[Signature]* Deponent  
Authorised signatory

Verified by me at Ghaziabad on 31<sup>st</sup> July, 2018



ATTESTED  
*[Signature]*  
S. K. Sharma  
Advocate  
NOTARY PUBLIC  
INDIA  
31.07.18

COPY OF AGREEMENT

209

22  
2015



उत्तर प्रदेश UTTAR PRADESH

राजकुमार शर्मा

राजकुमार शर्मा

AN 417802



Consortium MOU

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MOU') is made and entered into this 23<sup>rd</sup> day of the month of February 2015, by and among:

1. M/s **Shreya Dwellers Pvt Ltd** a Company registered under the Companies Act, 1956/2013 through Authorized Signatory **Shri. Vinit Kumar** having their principal place of business at Office No 102, F/F, L.S.C. Gazipur, Plot No. 2, Vardhman Master Plaza Delhi - 110092 which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;
2. M/s **Growel Green Homz Developers Pvt Ltd** a Company registered under the Companies Act, 1956/2013 or a firm or a person through Authorized Signatory **Shri Ayush Garg** having their principal place of business at SK-IV/463, Second Floor, Indrapuram, Ghaziabad - 201014, UP, which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;

For SHREYA DWELLERS PVT. LTD.

For Growel Green Homz Developers Pvt. Ltd.

For Growel Educational Trust

FOR GROWEL GREEN PVT. LTD

Authorized Signatory

Authorized Signatory

Authorized Signatory

Direct

नं. ५ ..... स्टाम्प विक्रय की तिथि 23/3/15

यह दस्तावेज बनाने का प्रयोजन 23

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की संख्या/पृष्ठ

संजीव कुमार शर्मा स्टाम्प विक्रेता

ता. नं. 360.

साइलेंट को नवीनीकरण की अवधि 31-3-2015

अधिकृत विक्रेता बनने का स्थान चेम्बर नं. 62

राष्ट्रीय सम्पादन, राजियाबाद

Shriye Dwalla P. LTD. from  
Shri Vinit Kumar Gazipur Delhi

### भागीदारी विलेख

भागीदारी की धनराशि

श्री

पुत्र श्री

व्यवसाय अन्य

निवासी स्थान

अस्थायी पता

ने वह केन्द्र का नाम

का, निवासी के नाम

मे. श्रेया डवेल प्रा० लि० द्वारा विनीत कुमार  
स्व० सतीश चन्द

102/एफ/एफ एल एस सी गाजीपुर प्लाट नं-2 वर्धमान मार्गदर प्लाजा

दिनांक 29/2/2015

समय 3:30 PM

विक्रेता के नाम व पता

भागीदारी

श्री मे. श्रेया डवेल प्रा० लि० द्वारा

पुत्र श्री स्व० सतीश चन्द

पेशा अन्य

निवासी 102/एफ/एफ एल एस सी गाजीपुर प्लाट

नं-2 वर्धमान मार्गदर प्लाजा दिल्ली

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गर्ग

पुत्र श्री राजेश कुमार गुप्ता

पेशा अन्य

निवासी एस के-4/463 सीकिन्ड फ्लोर इन्दिरापुरम

गाबाद

श्री मे. गजानन एजुकेशन ट्रस्ट राजेश कुमार गुप्ता

पुत्र श्री स्व० यनवारी लाल गुप्ता

पेशा अन्य

निवासी डी-22 ज्योति नगर ईस्ट शाहदरा दिल्ली

श्री मे. सनसिटी ग्रीन प्रा० लि० द्वारा सपिन गर्ग

पुत्र श्री रमेश चन्द गर्ग

पेशा अन्य

निवासी सी/10 गोविन्दपुरी एक्स० कालकाजी नई

दिल्ली

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3. **Gajanan Education Trust** a trust through Authorized Signatory **Shri. Rajesh Kumar Gupta** having their principal place of business at D-22, Jyoti Nagar, East Shahdara, Delhi – 110032 which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;
4. **M/s Suncity Green Pvt Ltd** a Company registered under the Companies Act, 1956/2013 or a firm or a person through Authorized Signatory **Shri. Sachin Garg** having their principal place of business at C/10, Govindpuri Extension, Kalkaji, New Delhi 110019 which expression shall unless repugnant to the context thereof include his Successors, of the of the FOURTH PART;

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

- (a) The Members intend to register as Private Developer under category D in Awas Bandhu, Uttar Pradesh for implementation of Samajwadi Awas Yojna under the Affordable Housing Policy issued vide G.O. No.74/3492/Eight-14-34 Meeting/14 dated 12<sup>th</sup> December, 2014 and G.O. No. 73/2965/ Eight-14-34 Meeting/2014, dated 12<sup>th</sup> December, 2014, respectively (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 Scheme on the terms and conditions as set forth in this 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 Affordable Housing 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;

For SHREYAS ESTATES PVT. LTD.

  
Authorized Signatory

For Suncity Green Homes Developer Pvt. Ltd.

  
Authorized Signatory

For Gajanan Education Trust

  
Authorized Signatory

SUNCITY GREEN PVT. LTD.

Direct

- (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) 'Lead Member' means the member of the Consortium who has been designated so by other members of the Consortium as per the eligibility criteria laid down for registration of Private Developers for implementation of Samajwadi Awas Yojna and also authorized to take the lead in the management of the Consortium's affairs;
- (f) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- (g) '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.
- (h) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013;
- (i) '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;
- (j) 'Scheme' means the proposed housing scheme for which the Applicant intends to register as Private Developer in Awas Bandhu, Uttar Pradesh;

## 1.2 Interpretation

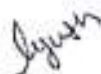
- (a) For the purpose of this MoU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.

For SHREYA DWITERS PVT. LTD.



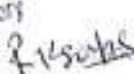
Authorized Signatory

For Grown Green Home Developers Pvt. Ltd.



Authorized Signatory

For Galan Education Trust



Authorized Signatory

SUNCITY GREEN PVT. LTD.



Director

# भागीदार

Registration No.: 209

Year: 2015

Book No: 1

0101 मे. श्रेया डबे0 प्रा0 लि0 द्वारा विनीत कुमार

रज0 सहीश बन्द

102/एफ/एफ एल एस सी भाजीपुर प्लाट नं-2 कोयन महरार पल  
अन्य



0102 मे. घोषेल घीन होम्ज टेवे0 प्रा0 लि0 द्वारा आयुष गर्ग

राजेश कुमार गुप्ता

एस के-4/453 सेकिन्ट फाल्गेर इन्दिरापुरम गन्नाद  
अन्य



0103 मे. राजानन एजुकेशन ट्रस्ट राजेश कुमार गुप्ता

रज0 बनवारी लाल गुप्ता

डी-22 ज्योति नगर ईस्ट शाहदरा दिल्ली

अन्य



0104 मे. सनसिटी घीन प्रा0 लि0 द्वारा राघिन गर्ग

रमेश बन्द गर्ग

सी/10 गौहिन्दपुरी एनएच कासफाजी नई दिल्ली

अन्य



- (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.
- (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 or 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.

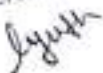
## 4. Coordinator

- 4.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Scheme. It is hereby agreed by the Members that for the purpose of the MoU M/s. Shreya Dwellers Pvt Ltd 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.

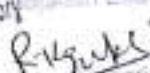
an SPDC (W) D/W PVT. LTD.

  
Authorized Signatory

For Growth Green Home Developers Pvt. Ltd.



Authorized Signatory



Authorized Sign

SUNCITY GREEN PVT. LTD.



Director

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 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 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.

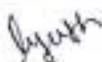
(c) Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this MoU and also abide by the terms and condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.

For SHREYA DWIVEDYERS PVT. LTD.



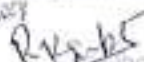
Authorized Signatory

For Green Green Home Developers Pvt. Ltd.



Authorized Signatory

For Green Green Educational Trust



Authorized Signatory

SUNCITY GREEN PVT. LTD



Director

- (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.

### 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:

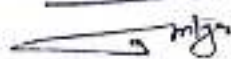
Subject always to such other undertakings and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Scheme and from its use of knowledge and/or knowhow.

## 8. Representation and warranties

### 8.1 The Members hereby represent and warrant that:

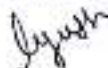
- (a) They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this MoU and to perform their obligations under this MoU.
- (b) This MoU constitutes a valid and binding obligation of the Members, enforceable against them in accordance 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.

For SHREYA DWELLERS PVT. LTD.



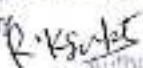
Authorized Signatory

For Green Green Home Developers Pvt. Ltd.



Authorized Signatory

For Green Green Educational Trust



Authorized Signatory

SUNCITY GREEN PVT. LTD.



Director

(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 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:-

- 12.1 Rejection of the application for registration as 'Private Developer' by the Awas Bandhu, Uttar Pradesh.
- 12.2 Upon exit from the Scheme subject to terms and conditions of the Samajwadi Awas Yojna and Affordable Housing Policy.
- 12.3 Upon completion of the Scheme.

For SHREYA PVT. LTD.

Authorised Signatory

For Suncity Green Home Developers Pvt. Ltd.

Authorised Signatory

Authorised Signatory

SUNCITY GREEN PVT. LTD.

Director

### 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 Awas Bandhu, Uttar Pradesh 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 Awas Bandhu, Uttar Pradesh.
- 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 Awas Bandhu, Uttar Pradesh.

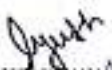
**IN WITNESS WHEREOF**, the Members have entered into this MoU on the day, month and year first mentioned above:

1. Common Seal of Shreya Dwellers Pvt Ltd has been affixed in my presence pursuant to the Board of Directors resolution dated 19<sup>th</sup> Feb 2015

For Shreya Dwellers Pvt. Ltd.

Signature..... Name **Vinit Kumar** Designation **Authorized Signatory**  
Authorized Signatory

2. Common Seal of Growel Green Homz Developers Pvt Ltd has been affixed in my presence pursuant to the Board of Directors resolution dated 19<sup>th</sup> Feb 2015

Signature..... Name **Ayush Garg** Designation **Director**  
Authorized Signatory

SHREYA DWELLERS PVT. LTD.

For Growel Green Homz Developers Pvt. Ltd.

Authorized Signatory

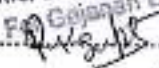
Authorized Signatory

Authorized Signatory


SUNSHINE GREEN PVT. LTD.

Director

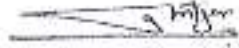
3. Common Seal of Gajanan Education Trust has been affixed in my presence pursuant to the Board of Directors resolution dated 19<sup>th</sup> Feb 2015

For Gajanan Education Trust  
Signature.....  Name **Rajesh Kumar Gupta** Designation **Settler**  
Authorized Signatory

4. Common Seal of Suncity Green Pvt Ltd has been affixed in my presence pursuant to the Board of Directors resolution dated 19<sup>th</sup> Feb 2015

**SUNCITY GREEN**  
Signature.....  Name **Sachin Garg** Designation **Director**

For and on behalf of Lead Member: **Shreya Dwellers Pvt Ltd**

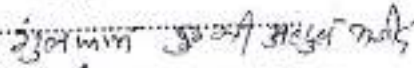
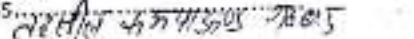
Name: **Vinit Kumar**   
Designation: **Authorized Signatory** Authorized Signatory

Date: **23/02/2015**

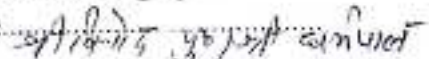
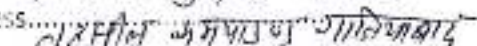
Seal:

WITNESSES:

1. Signature..... 

Name.....   
Address..... 

2. Signature..... 

Name.....   
Address..... 



## Schedule-1

# Roles and Responsibilities of Each Individual Member of the Consortium

(Refer Clause-4.1, 4.4 and 13.4)

Sl. No.	Type of Member	Average Annual Net worth (Rs. Crore)	Roles and Responsibilities
1	2	3	4
1	<b>Lead Member</b> Shreya Dwellers Pvt Ltd Office No 102, F/F, L.S.C. Gazipur, Plot No. 2, Vardhman Master Plaza Delhi - 110092  Ph.No - 9810388429	4,99,28,600/-	Planning and Detailing of the project Providing Technical Know-how to the members of the Consortium  Share % - 37%
2	<b>Member-1</b> Growel Green Homz Developers Pvt Ltd SK-IV/163, Second Floor Indirapuri, Ghaziabad - 201014 UP Ph. No. - 9999295656	21,52,000/-	Securing the land/land Development and construction as per the plan Management Maintenance of Services  Share Percentage - 25%
3	<b>Member-2</b> Gajanan Education Trust D-22, Jyoti Nagar, East Shubhara, Delhi - 110032  Ph.No - 9811523999	---	Local School Land Assembly  Share Percentage - 13%
4	<b>Member-3</b> Surelty Green Pvt Ltd, C/10, Govindpuri Extension, Kirti Nagar, New Delhi 110019  Ph.No - 9999111693	1,17,119/-	Development and construction as per the plan Management Share Percentage - 25%
<b>Total</b>		5,22,47,727/-	100%

For SHREYA DWELLERS PVT. LTD.

Signature.....

Authorized Signatory

Name: NINIT KUMAR

Date: 23/02/2015

For Growel Green Homz Developers Pvt. Ltd.

Signature

Authorized Signatory

For Gajanan Education Trust

Signature

Authorized Signatory

SURELTY GREEN PVT. LTD

Director

रजि कुमार शर्मा  
एडवोकेट

अध्यक्ष  
वहशील कॉम्प्लेक्स संघ (पंजी.)  
सदर वहशील कॉम्प्लेक्स

आज दिनांक 23/02/2015 को

दही में 4 किन्तु में 925

पृष्ठ में 53 से 72 पर क्रमांक 209

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रार के अधिकारी के हस्ताक्षर

पी० के० अरथाना  
उप निबन्धक (चतुर्थ)  
गाजियाबाद



REPLY GREEN PAF LTD

Director