

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding is made on this 10 Decmber day of 2007 at Muzaffanagar by and

BETWEEN

 M/s DWARKIA PROJECTS LIMITED, a company indorprorated in NCT of Delhi & Haryana, Registered under the Cpmpanies act 1956, having their registered office at 2, Park End, Vikash Marg Delhi - 110092 Through its authorized director Sh.5

For Division Shree L. Shree L.

Shree Radha Krisha

Wight Of Street

Raj Kishore Verma S/o Sh. Raghubir Singh, R/o B-7, Sector 36, Noida which expressions shall unless contrary for repuganat to the context here be deemed to be included their excuters and asigns of succeddors hereinafter called DWARIKA as lead constituent (17).

AND

2. M/s HUMERA ENGINEERING (P) LIMITED a company incorporated in uttar Pradesh, Registered under The Companies Act 1956, having their registered office at 324, North Civil Lines, Muzaffarnagar - 251001, through its authorized director Sh. Shashank Jain S/o Sh. Surendra Kumar Jain, R/o Panchadra, Abupura, Muzaffarnagar - 251001, which expressions shall nulell contrary for repugnant to the context here be deemed to be included their executers and assigns of successors hereinafter called HUMERA as Constituent: The second contrary for repugnant to the context here be deemed to be included their executers and assigns of successors hereinafter called humera.

AND

 M/s SHREE BALAJI CONSTRUCTION, A partnership firm, having their registered office at 377, Patel Nagar, New Mandi, Muzaffarnagar - 251001, though its partner and attorney holder Sh. Ajay Kumar Bansal S/o Sh. Jandeshwar Dayal, R/o 36, Imam Bara,

Ajay Kumar Bansal S/o Sh. Jandeshwar Dayal, R/o 36, Imam Bansal S/o Sh. Jandeshwar Dayal, R/o Sh. Jandeshwar Dayal

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Prem Puri, Muzaffarnagar - 251001, which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called BALAJI as Constituent, NOVA (Y)

AND

4. M/s SHREE RADHA KRISHAN ASSOCIATES, A partnership firm having their registered office at 377, Patel Nagar, New mandi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Ajay Kumar Bansal S/o Sh. Janeshwar Dayal, R/o 36, Imam Bara, Prem Puri, Muzaffarnagar - 251001, which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called RADHA KRISHAN as Constituent:

AND

5. M/s SHREE SAI BUILDERS, A partnership firm having their registered office at 39, Suthra Sahi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Shashank Jain S/o Sh. Surendra-Kumar Jain, R/o Penchadra, Abupura, Muzaffarnagar - 2510019 which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called SAI as Constituent.

AND

 M/s SHREE SIDHI VINAYAK BUILDERS, A partnership firm having their registered office at 39, Suthra Sahi, Muzaffarnagar -251001, through its partner and attorney holder Sh. Mohd. Yaqub/ S/o Sh. Habib Ahmad, R/o 844/1, A Yougendar Puri, Meerut Rough



Muzaffarnagar - 251001, which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called SIDHI as Constituent. (CT. 15.7)

AND

7. M/s SITA RAM.BUILDERS, A partnership firm having their registered office at 39, Suthra Sahi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Vineet Bansal S/o Sh. Parmeshwar Dayal Bansal, R/o 39, Suthra Sahi, Muzaffarnagar - 251001, which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called SITA RAM as Constituent.

AND

8. SHIVA BUILDERS, A partnership firm having their registered office at 39, Suthra Sahi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Ajay Kumar Bansal S/o Sh. Janeshwar Dayal, R/o 36, Imam Bara, Prem Puri, Muzaffarnagar - 251001, which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called SHIVA as Constituent.

hereafter referred to severally as party & jointly as parties. Where as all the above mentioed Parties vide their consortion executed on 10-12-2007 has already formed a consortium in the name & style of DWARIKA BLALAJI and as agreed in article 4.0(b) the parties are now executing this MOU for finalizing the equity of shares between the parties?

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NOW THIS MEMORANDUM OF UNDERSTANDING AND TERMS & CONDITIONS ARE WITHNESSTH AS UNDER:

1. M/s DWARIKA PROJECTS LIMITED as the lead partner of the consortium shall take after all administrative, financial, and techinical & execution works. DWARIKA shall provide all techanical know how and shall arrange/prepare DPR & execution of the project as per normes of Government sheme and would be incharge of the prject. M/s DWARIKA as a working member of the consortium shall have the equity shares of 10% (ten Percent) against expertise & credential provided by him 2000.

2. All the other parties to the consortium will be finacial cum working members of the consortium. The will invest in from of land and/or money. The equity share of the parties well be proportionate to their investment after adjisting the equity share of DWARIKA towards provision of expertise & credentials.

3. In general equite shares of the consortium are not transferable. Howevr, in case in any unaboidable circumstances, the party concerned may transfer his/their shares to another party of the consortium only. in case no settlement can be achieved between the parties of consortium, the interested party may transfer his share to some repputed outsider whose name has to be got approved in the meeting of the consortium. In such case, the incoming member shall have to pay a membership fees equivalent to 5% of the transfr value of the shares, to the consortium.

In wintness where of all the members of consortium has been executed tis MEMORANDUM OF UNDERSTANDING by their duly authorized representatives as below?

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CONSORTIUM AGREEMENT

This Consortium Agreement is made on this 10th day of December 2007 at Muzaffarnagar by and

BETWEEN

I.M/s DWARIKA PROJECTS LIMITED, a company incorporated in

NCT of

NCT



ज़्तर प्रद्रेश UTTAR PRADESH

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मीक्सावक्ष



Delhi of Haryana, Registered under Companies Act 1956, having their registered office at 2, Park End, Vikas Marg Delhi- 110092, through its authorized director Sh. Raj Kishore Verma S/o Sh. Raghubir Singh, R/o B-7 Sector 36, Noida which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called DWARIKA as Lead constituent.

THE DIRECTOR

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For Shroa Sal Builders

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AND

- 2. M/s HUMERA ENGINEERING (P) LIMITED, a company incorporated in Utter Pradesh, Registered under Companies Act 1956, having their regtistered office at 324, North Civil Lines, Muzaffarnagar 251001, through ist authorized director Sh. Shashank Jain S/o Surendra Kumar Jain, R/o Panchara, Abupura, Mazaffarnagar 251001, which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called HUMERA as Constituent
- 3. M/s SHREE BALAJI CONSTRUCTION, A partnership firm, having their registered office at 377, Patel Nagar, New Mandi, Muzaffarnagar 251001, througt its partner and attorney holder Sh. Ajay Kumar Bansal S/o Sh. Janeshwer Dayal, R/o 36, Imam Bara, Prem Puri, Muzaffarnagar 251001, which expressions shall unless contrary for repugnant to the context here be deemaed to be included their executers and assigns or successors hereinafter called BALAJI as Constitument

For Evilla La Francisco Sai Builders

For Shice Sai Builders

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पुत्र / पनी थी रघुवीर सिह

वंशा व्यापार

निवामी म्यापी बी 7 सेक्टर 36 नोयडा

अस्यको प्रमा

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अशोक कटारीया उपनिबन्धक(प्रथम) मुजफारनगर 10/12/2007



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4. M/s. SHREE RADHA KRISHAN ASSOCIATES, A partnership firm, having their registered office at 377, Patel Nagar, New Mandi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Ajay Kumar Bansal S/o Sh. Janeshwer Dayal, R/o 36, Imam Bara, Prem Puri, Muzaffarnagar 251001, Which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called RADHA - KRISHAN as constituent

AND

5.M/s. SHREE SAI BUILDERS, A partnership firm, having their registered office at 39, Suthra, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Shashank Jain S/o Sh. Surendra Kumar Jain, R/o Panchdara, Abupura, Muzaffarnagar - 251001, which expressions shall unless contrary for repugnant to the context here

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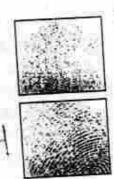
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प्रन्यक्षना पर पाकियों के निशान अगृहे नियमानुमार निर्दे गये हैं।



अशोक कटारीया उपनिबन्धक(प्रथम) गुजफ्कर नगर

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- 251001, which expressinons shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called SAI as Constitumet

M/s. SHREE SIDHI VINAYAK BUILDERS, A partnership firm, having their registered office at 39, Suthra Sahi, Muzaffamagar - 251001, through its partner and attorney holder Mohd. Yaqub S/o Sh. Habib Ahmed, R/o 844/1 A, Yogendra Puri, Meerut Road, Muzaffanagar 251001, which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assingns or sucessors hereinafter called SIDHI as Constituent

AND

7. M/s SITA RAM BUILDERS, A partnership firm, having their registered office at 39, Sutrha Sahi, Muzaffanagar - 251001, thourgh its partner and attorney holder Sh. Vinit Bansal S/o sh. Parmeshwer Dayal Bansal, R/o 39, Sutra Sahi, Muzaffarnagar 251001, which expressions shall unless contrary for repugnant to the context here be deemed to be included their executers and assigns or successors hereinafter called SITA - RAM as Constituent

Shree Radha Krisha

For Sita Ram Builders

Sidhi Vinayak Builders

- नार गर्ग (भ्टाम्य विश्वता) त्तरीय तहर, मुबद्धानगर् काहे.चस्तर है नाइनिम्म को अबन्ति 31-3-2011

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Year:

2007

Registration No.:

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AND

8. M/s SHIVA BUILDERS, A partenship firm having their registered office at 39, Sutra Sahi, Muzaffarnagar - 251001, through its partner and attorney holder Sh. Ajay Kumar S/o Sh. Janeshwar Dayal, R/o 36, Imam Bara, Prempuri, Muzaffarnagar - 251001, which experssion shall unless contrary for repugnant to the context here be deemed to be included their excuters and assigns or successors hereinafter called SHIVA as Constituent

Where as all the above mentioned Parties have agreed to form a Consortium of Developers with the object of development of integrated township at Muzaffarnagar in the state of Uttar Pradesh and for submitting the proposal to Government of UP for private developers for development of intergrated township at Muzaffarnagar in the state of Uttar Pradesh.

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मैससं सीताराम बिल्डर्स द्वारा पृष्टंनर विनित बंसल.

परमेश्वर दयाल 39 सुपराशाही मु0न व्यापार





मैसर्स शिवा बिल्डर्स द्वारा पार्टनर अजय कुमार बंसल 0108

> जनेश्वर दयाल 36 इमामबाढा मु0नगर व्यापार





Earlier Consortium Agreement was executted on 14-09-2007 between parties No.1 to 7 and parterns of party No.8 i.e Sh. Rajeshwer Dayal and Sh. Parmeshwer Dayal and Sh. Ajay Kumar Bansal now who are the parterns of firm SHIVA BUILDERS. All three parteis constitutted firm SHIVA BUILDERS so earlier Consortium Agreement Dated 14-09-2007 his here by canceled and this fresh Consortium agreement is executted.

1.0 NAME OF CONSORTIUM:

The name of this Consortium shall be in the style of DWARIKA BALAII with their registered office at 2, PARK END, VIKAS MARG, DELHI - 110092 & Branch office at shop No. 1 & 2, Kunwar Vinod Market, Mahaveer Chowk, Muzaffarnagar

Muzaffarnagar.

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For Ship Indian Builders

For SHIVA BUILDERS

For SHIVA BUILDERS

1.0 NAME OF CONSORTIUM:

The name of this Consortium shall be in the style of DWARIKA BALAJI with their registered office at 2, PARK END, VIKAS MARG, DELHI - 110092 & Branch office at shop No. 1 & 2, Kunwar Vinod Market, Mahaveer Chowk, Muzaffarnagar.

2.0 LEAD PARTNER:

All Consortium members have mutually decided to appoint M/s DWARIKA PROJECTS LIMITED as the lead member of the consoutium.

3.0 AIM AND SCOPE OF CONSORTIUM AGREEMENT:

The sole aim to form this consortium is for applying and getting registration for and making development of integrated township in the State of Uttar Pradesh as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing scheme for development of housing town as per U.P. Government housing the housing town as per U.P. Government housing the housing town as per U.P. Government housing the housing the

shps for pritvate developers in the state. The Joint venture Consotium is being formed for taking part in the business of Real Estate Development projects, Construction projects & other works as mutually agreed & decided by the parties as per prevailing housing scheme of U.P State and as they deem fit depending on the situations arising from time of time.

4.0 SHAREHOLDING BASIS IN THE CONSORTIUM:

A. M/s DWARIKA PROJECTS LIMITED, the lead member of the Consortiumm, shall have a general power to work on behalf of the consourtium. The othermembers of the Consortium shall give a genral power of attorney in favor of DWARIKA PROJECTS LIMITED, in relation to the project of the Consor tium.

B. The share holding of all the members of the consortium shall be mutually decied and shall be entered in writing in form of M.O.U. which will be binding on all the constituents of Consortium.

Each Party shall enjoy profit/suffer loss amongst other rights/ liabities in proportion

to their Equity of Share-FOR DWARLKE Shree Padha Krishon

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5.0 PROJECT MANAGEMENT STRUCTURE AND ROLES OF MEMBERS OF THE CONSORTIUM

M/s DWARKA PROJECTS LIMITED: shall work as lead partner in the consortium and shall look after all administrative, financial, technical & execution works. DWARIKA shall provide all technical know how and shall arrange/prepare DPR & execution of the project as per norms of Government scheme and would be in charge of the project.

M/s. HUMERA ENGINEERING (P) LIMITED: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SHREE BALAJI CONSTRUCTION: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

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M/s SHREE RADHA KRISHAN ASSOCIATES: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SHREE SAI BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SHREE SIDHI VINAYAK BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

M/s SITA RAM BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner.

Sor EVARITY CASHIDE CONSTRUCTION FOR Shrape Balajag Construct

Signature Sig



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M/s SHIVA BUILDERS: shall work as supporting consortium member and shall arrange for the land and finances for the project in future, and also shall look after implementation as per DPR & instruction sof lead partner. The Parties will combine their resources as agreed between them before taking up any work & will carry out the same accordingly.

6.0 FUNDING & BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:

- a) All costs relating to this project right from registration, procurement expecution, sales, maintenace etc would be born by all the members of the Consortium as per ratio of their share holding as agreed.
- b) The Consortium shall raise loans from the financial instituition / Banks for the project and any short fall in the financing of the project shall be contributed by the Consortium members in the ratio of their share holding.
- c) Up on completion of the project any profit and loss shall be shared by the consotium members in the ratio of their share holding.
- d) All financial transections pertaining to the Consortium shall be carried out through a seperate Bank Account in the name of the consortium operable through the duffiorized representatives of consortium.

FOR SHIVE BUILDERS

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7.0 GENERAL TERMS & CONDITIONS:

i. This Consortium Agreement shall in all respect be constructed in accordance with the laws of Union of India as amended time to time, and in the event of conflict between the provisions of this Consortium agreement and the said laws the later shall prevail.

ii. The Managing Director of the Lead Partner will be the Chairperson of the Consortium will be legally authorized to execute the dicision (s) pertaining to all policy matters as well as day to day activities of the consortium. He is also authorized to delegate day / all of his powers to a person, in the interest of the consortium.

iii. All the policy decisions pertaining to the work will be taken in joint discussions between the parties. However, in case the difference of poinion is not sorted out amicably, then te opinon of the 2/3rd members of the Consor-

For DWAR KALPRO WIT BALVEITES final & binding.

Radha Krishan Ass



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iv. FORCE MAJEURE: None of the members of the consortium shall be held in default in the performance of the obligation, under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limition to war, civil, commotion, riots, act of God, Government actions, and change of law. in the event of force majeure the members of the Consortium agreement undertake to consult each

8.0 TERMINATION OF CONSORTIUM AGREEMENT:

a. This Consortium Agreement shall not be terminated during the currency of contact/project approved by Development Authority.

b. This Consortium Agreement shall be valid and enforceable and binding on For DWARIKA CONSTITUTE AND TO COMpletion of the project in all respect.

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- c. The Consortium Agreement shall be terminated upon the arrival of first of the following events:
- i) Completion of the project and its tekeover by the Competent Authority
- ii) Rejection of the application for Registration / License bt the Competent Authority and all the members of the Consortium resolving to terminate the Consortium agreement.

9.0 RESOLVING THE DISPUTE:

All disputes between the parties shall be sorted out mutually according to the prsvision of agreement herein above. However, in case, any one of the consortium member fails to accept the decision of the Chairperson of the Consortium as final & binding on him, the aggrieved party shall send his representation before the lead member of the consortium and then the disputes shall be referred to the Arbitration of the Indian Council for Arbitration for members have a selected to the Arbitration of the Indian Council for Arbitration

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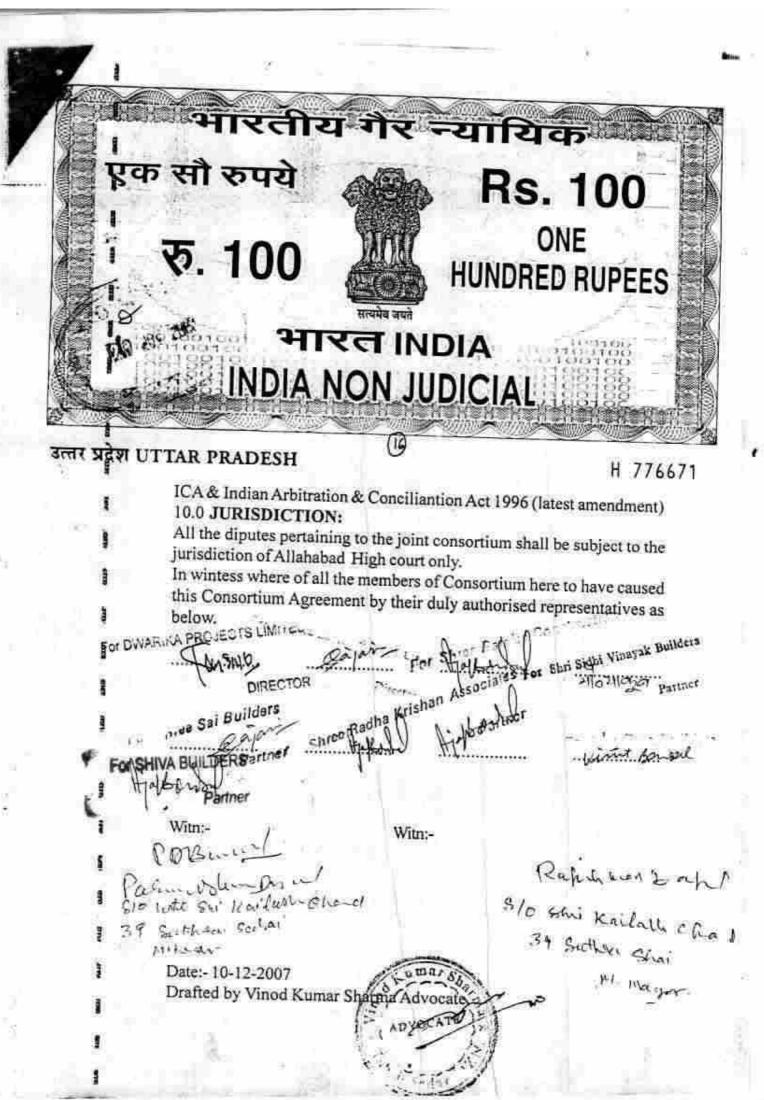
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10/12/2007