

H 776695







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 of

NCT of

PROJECTS LIMITED

For Shires Sai Builders

For Shires Sai Builders

For Shires Sai Builders

Partner

Partner

Partner

Partner

Partner

Partner

* A1240





मीक्याक्ष



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.

THIS THE DIRECTOR

Director

silo snaya

For Shice Sai Builders

Haptonbal

Vind Pose

į

2121

2) न्हाम्य विश्व की शिष्य ? -12 - ->
- स्टाम्य की धनर ि 16 किया गया।

तरे हुमार गर्ग (श्टाम्प विश्वेता) तहरील त्वर, मुख्यफरनगर साईग्रेश सं 8 पाईसन्त शो अवधि 31-3-2011



ARENI ISPITA SIGILI NOMATOL



H 776664

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

assigns or successors hereinafter called BALAJI as Constitument

For Director

For Shipe Sai Builders

दाम्य विश्व भी 'गांच

ातः वर्गं (स्टाम्प विनेता) मा र भा प्रथम, मुख्यप्रियम्गर w::= # 3 भाई अप ती अव म 31-3-2011

5,000.00

20 5,020.00 800

फोस गीनस्ट्री

नकल व प्रति भुलक

श्रद्ध सुगभग

भागादांग को धनगशि

द्वाराका प्रोOलिOमिO द्वारा डायेक्टर राजकिशोर वर्ना

पुत्र / पनी थी रघुवीर सिह

वंशा व्यापार

निवामी स्थापी बी 7 सेक्टर 36 नोयडा

अम्बावी पता

ने यह नेन्द्रपत्र इस कार्यालय ने हिनांक 10/12/2007 मध्य 7:34PM

वर्ज निवन्धन हेनु पेश किया।



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

निष्पादन लेखपत्र बाद मुनने व समझने मजमून

र्भ√श्रीमती द्वाराका प्रो0लि0मि0 द्वारा डायेक्टर राजकिशोर वर्मा पुत्र/पत्नी श्री रघुवीर सिह निवासी बी 7 रॉक्टर 36 नोयडा



श्री/श्रीमती मेससं हुमेरा इंजी0 प्राइवेट लि0मि0 द्वारा डायेक्टर शंशाक जैन पुत्र/पत्नी श्री सुरेन्द्र कुमार जैन पेशा व्यापार निवासी 1 अबूपुरा पंचदरा



श्री/श्रीमती श्री वालाजी कन्सट्र0 द्वारा पार्टनर अजय कुमार बंसल पुत्र/पत्नी श्री जनेश्वर दयाल पेशा व्यापार निवासी 36 इमामबाडा प्रेमपुरी मु0नगर



श्री/श्रीमती मैससं श्री राघा कृष्ण एसो0 द्वारा पार्टनर अजय कुमार बंसल पुत्र/पत्नी श्री जनेश्वर दयाल पेशा व्यापार निवासी 36 इमामबाडा प्रेमपुरी मु0नेशर







H 776665

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

For Shires Sai Builders

श्री/श्रीमती मेसर्स श्री साई बिल्डर्स द्वारा पार्टन्र श्री पुत्र/पत्नी श्री सुरेन्द्र कुमार जैन निवासी 1 अबुपुरा पंचदरा मु0नगर



श्री/श्रीमती श्री सिद्धीविनायक बिल्डर्स द्वारापार्टन पुत्र/पत्नी श्री हबीब अहमद भि पेशा व्यापार निवासी 844/1 ए योगेन्दपुरी मु0नगर



औ/श्रीमती मैसर्स सीताराम बिल्डर्स द्वारा पार्टनर विनित बंसल पुत्र/पत्नी श्री परमेश्वर दयाल पेशा व्यापार निवासी 39 सुयराशाही मु0नगर



श्री/श्रीमती मैसर्स शिवा विल्डर्स द्वारा पार्टनर अजय कुमार बंसल

पुत्र/पत्नी श्री जनेश्वर दयाल पेशा व्यापार

निवासी 36 इमामबाडा मु0नगर



ने निप्पादन स्वीकार किया । परमेश्वर दयाल जिनकी पहचान थी

कैलाशचन्द पुत्र थी

वंजा स्यापार 39 सुधराशाही मु0नगर निवानी

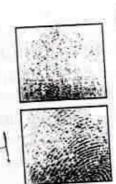
राजेश्वर दयाल

पुत्र श्री केलशिचन्द

पंजा

39 सुधराशाही मु0नगर निवामी

प्रत्यक्षतः पट साक्षियों के निशान अंगूट नियमानुमार नियं गये हैं।



अशोक कटारीया उपनिबन्धक(प्रथम) मुजफ्मर नगर

गरें के नार मन



H 776666

 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 SAI as Constitumet

6. 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 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

Sai Builders

Shree Radha Krishan Assoficies

Partner For Sita Ram Builders

Partner

30 टाम्प विषय ा गिर ? -12 -कामित राहर .. हिना गता।

्यार गर्गे (श्टाम्य विश्वेता) तहरीतं गहर, मुख्यप्रानगर् कार्यक्षेत्राम् स्टब्स ाईनन्य जो अबन्धि 31-3-2011

भागीदार

Year:

2007

Book No. :

Registration No.:

192

0101 द्वाराका पो0लि0मि0 द्वारा डायेक्टर राजिकशोर वर्मा

रपुवीर सिष्ठ

ही 7 सेक्टर 35 नोयका

व्यापार





0102 मैसर्स हुमेरा इंजी0 प्राइवेट लि0मि0 हारा डायेक्टर शंशाक जैन

सुरेन्द्र कुमार जैन

1 अबुपुरा पंचदरा

व्यापार





0103 श्री बालाजी कन्तदूर द्वारा पार्टनर अजय कुमार बंसल

जनेश्वर दयाल

36 इमामबाडा प्रेमपुरी





0104 मैसर्स श्री राधा कृष्ण एसो० द्वारा पार्टनर अजय कुंगार बंदर

जनेश्वर दयास

36 इमामबाका प्रेमपुरी नु0नगर

धापार





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.

NOW THIS CONSORTIUM AGREEMENT AND TERMS & CONDITIONS ARE WITHNESSTH AS UNEDER

ARE WITHOUSETH AS UNEDER

FOR ONLE SAI BUILDERS

Partner

Partner

Limit Build

Lim

भागीदार

Registration No.:

192

Year:

2007

Book No. ;

0105 मैसर्स श्री साई बिल्डर्स द्वारा पार्टनर श्री शंशाक जैन

सुरेन्द्र कुमार जैन 1 अबूपुरा पंचदरा मु0नगर

ध्यापार



0106 श्री सिद्धीविनायक बिल्डर्स द्वारापार्टन मी0 याकूब

्रहवीब अहमद

844/1 ए योगेन्दपुरी मु0नगर

व्यापार





0107 मेसर्स सीताराम बिल्डर्स द्वारा पृद्धंनुरुविनित बंसल.

परमेश्वर दयाल

39 मुधराशाही मु0नगृह

व्यापार





0108 मैसर्स शिवा बिल्डर्स द्वारा पार्टनर अजय कुमार बंसल

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 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.

Muzaffarnagar.

For Hamera Engineeribs (P) Lto Balaine Construction

For Shirth Builders

For SHIVA 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 hounsing town as per U.P. Government housing scheme for development of hounsing 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 housing town as per U.P. Government housing scheme for development housing town as per U.P. Government housing scheme for development housing town as per U.P. Government housing scheme for development housing town as per U.P. Government housing scheme for development housing town as per U.P. Government housing the per U.P. Government housing town as per U.P. Government housing town as per U.P. Government housing the U.P. Government ha Dicertor

hree Radha Krishan

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-FOI DWARKA Shree Radha Krishan

5.0 PROJECT MANAGEMENT STRUCTURE AND ROLES OF MEMBERS OF THE CONSORTIUM

M/s DWARIKA 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.

look after implementation as per DPR & instruction sof lead partner.

For District Process of the partner of shirt partner of shirt partners of shirt partne

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.

Sai Builders

Sai Builders

Pariner

Pariner

Pariner

Pariner

Pariner

Pariner

Pariner

Pariner



H 776667

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 withorized representatives of consortium.

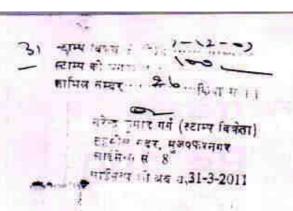
For DVIARIKA PHONESTON TO THE PROPERTY OF THE SHOP VINDYAK Builders

For SHIVA BUILDERS

Partner

Partner

Partner



PASHIM BUILDERS



H 776668

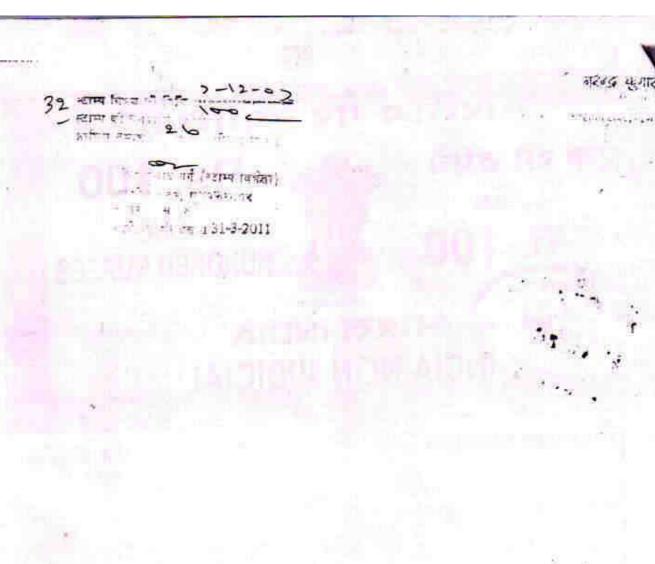
7.0 GENERAL TERMS & CONDITIONS:

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 pointon is

not sorted out amicably, then te opinon of the 2/3rd members of the Consor-For DWARKATERO WIT SHEWAIT as final & binding. dhe Krishan Ass





I UTTAR PRADESH

H 776669

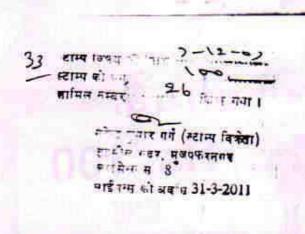
iv. FORCE MAJEURE: None of the members of the consortium shall be held in default in the performance of the obligation, under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limition to war, civil, commotion, riots, act of 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 THE Completion of the project in all respect.

For Sita Ram Builders



मारेग्द्र कुमार म

The Art Media



H 776670

- 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

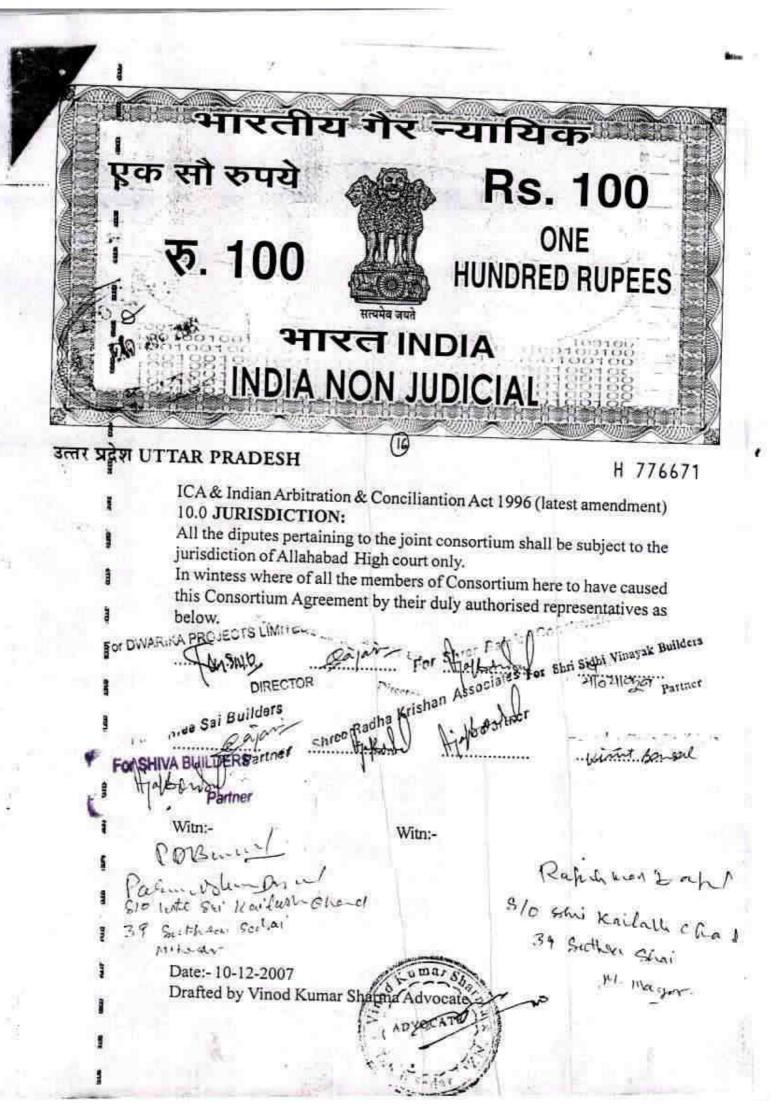
For DWAKIKA PROTERSOLVING THE same by a sole Arbitsmooth der the fules of

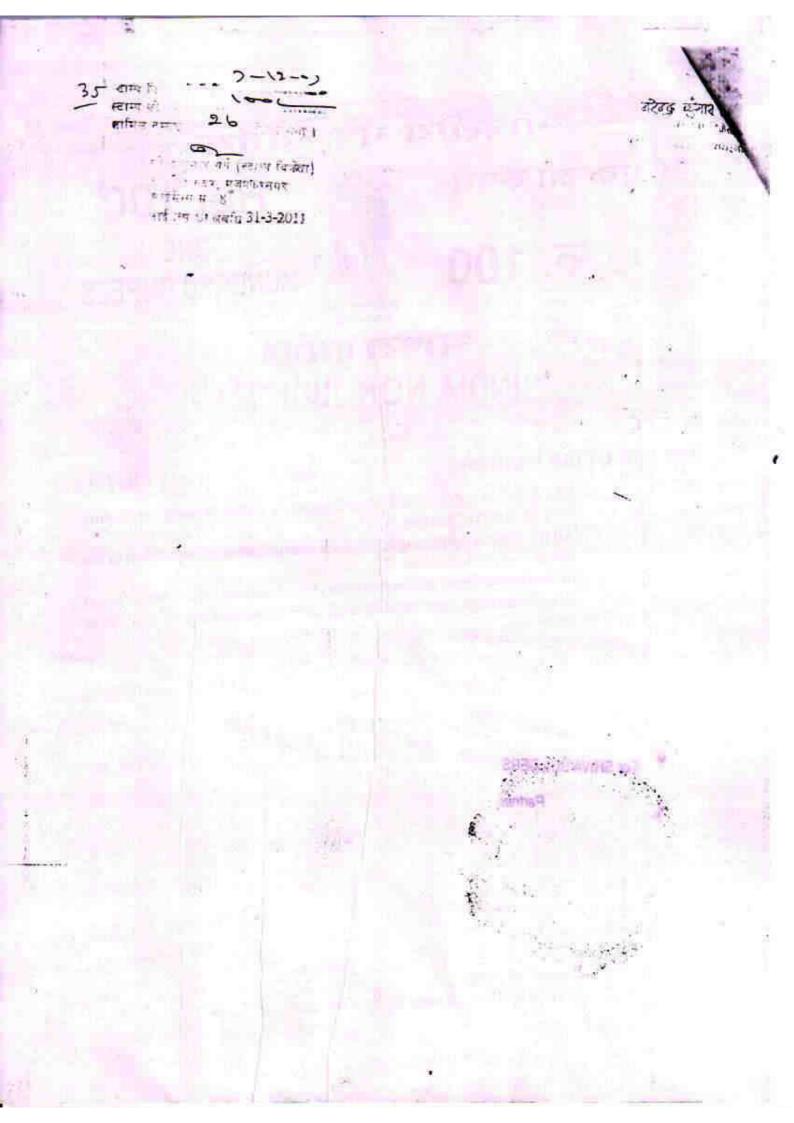
Shree Radha Krishan Associa

34 states --- 3-(3-0)

ने द हुनार गर्ग (स्टाप्प विकेश) शहरीत स्वर, मृजव्यस्तवर स्वामेल्स सं - 8 वार्षसम्म को जबान 31-3-2011 गरेग्द्र सुमार गर्म

SHOW SHEET SHEET





	अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
दायाँ हाय					
बाँया हाथ					*

पक्षकार का नाम अभिराम औ

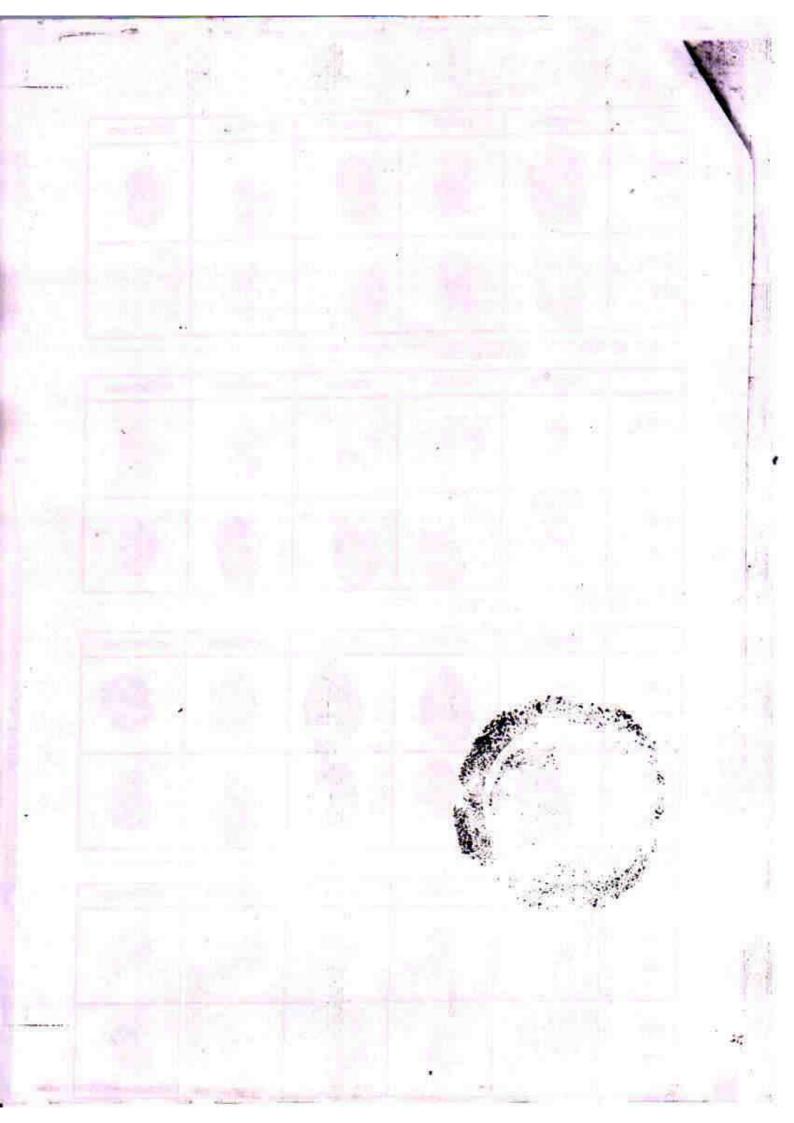
	अगुष्ठंक	तर्जनी	मध्यमा	अमामिका	कनिष्ठका
दायाँ हाथ		23	Jan S	***	
बाँया हाथ					

पक्षकार का नाम अक्राफ नेर्क

	अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
दायाँ हाथ					
वाँया हाथ					3

पक्षकार का नाम की आश्र

	अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
दायाँ हाथ		4		Visto	
बाँया हाथ					



	अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कमिष्ठका
दायाँ - हाथ	4.				0
बाँया हाथ		2.5			

पक्षकार का नाम "

	अगुट्ठंक	तर्जनी	मध्यमा	अमामिका	कनिष्ठका
दायाँ हाथ					
बाँया हाथ					

पक्षकार का नाम

अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
	अगुष्ठक	अगुष्ठक तजना	अगुष्ठक तजना मध्यमा	अगुष्ठक तजना मध्यमा जनामका

पक्षकार का नाम"

अगुष्ठंक	तर्जनी	मध्यमा	अनामिका	कनिष्ठका
				7
-				
				Siglebas

आज दिनांक <u>10/12/2007</u> की

वहीं में 4 जिल्द में 94

पृष्ट म. <u>71</u> में <u>106</u> पर कमांक <u>192</u>

रिजस्ट्रोकुन किया गया न

अशोक कटारीया

10/12/2007