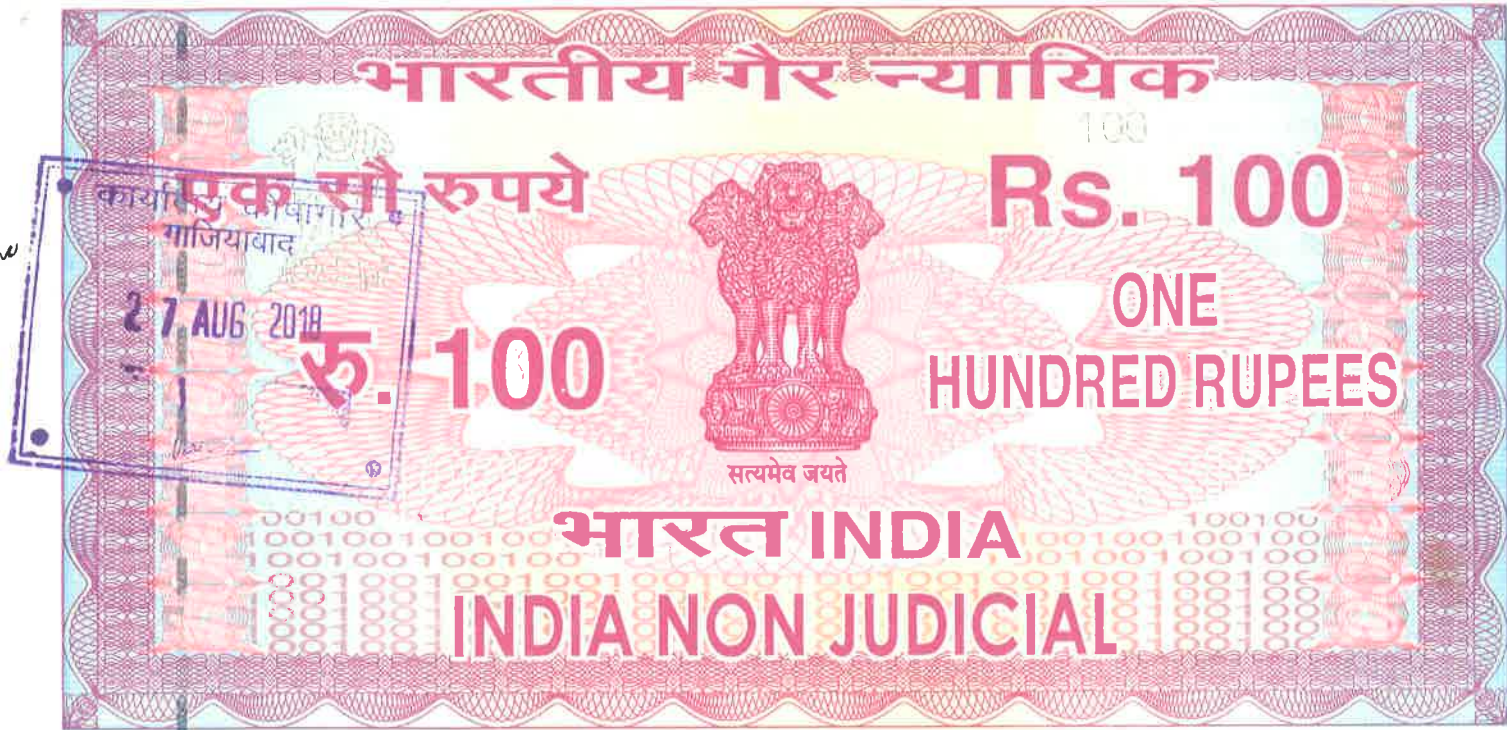


21425



उत्तर प्रदेश UTTAR PRADESH

EG 541358

Consortium MoU



THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this 9th day of the month of October, 2018 by and among:

1. **Aradhyam Builders Partnership Firm** registered under the Partnership Act 1932 through Partner **Ritesh Jain** having their principal place of business at "C/o Mange Ram Bhatta Company, Khasra No. 988 & 989, NH 58, Meerut Road, Opposite Jain Tube Company, Tehsil & District Ghaziabad (Uttar Pradesh) which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;
2. **Vijay Kumar S/o Mange Ram R/o R-2/177 Raj Nagar Ghaziabad Uttar Pradesh - 201002** owner of various Khasra Nos which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;

[Handwritten signatures and fingerprints]

- 9 OCT 2018

क्र.सं. 18

स्टाम्प क्रेय करने का प्रयोजन

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की धनराशि 100/-

पंकज शर्मा स्टाम्प विक्रेता, लाईसेन्स नं० 355

लाईसेन्स की अवधि 31-3-2019

नहसाल कम्पाउण्ड गाजियाबाद

आयुधम बिल्डिंग, मेरठ रोड गाजियाबाद इ.प. रितेश

जैन



अनुबंध विलेख/घोषणा पत्र

प्रतिफल: 0 स्टाम्प शुल्क - 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 100 योग 200

श्री आशुधरम बिल्डिंग्स द्वारा

रितेश जैन अधिकृत पदाधिकारी/प्रतिनिधि

पुत्र श्री रमेश जैन

आयुधम अन्य

जैन जी, फ्लोर ऑफ मांगे राम भट्टा कंपनी खसरा नम्बर-988 व 989, एन एच-58,

वीरठ रोड, गाजियाबाद

Ritesh Jain



श्री आशुधरम बिल्डिंग्स द्वारा

रितेश जैन अधिकृत
पदाधिकारी/प्रतिनिधि

दो शर्त लेखपत्र इस कार्यालय में दिनांक 10/10/2018

दिनांक 10/10/2018 पर पेश करें

अनुबंध हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नारायण कुमार एस/0

उप निबंधक सदर द्वितीय

गाजियाबाद

10/10/2018

विनीत कुमार निषिध

कनिष्ठ सहायक (निबंधन) - नियमित

3. **Sudhan Kumar** S/o Mange Ram R-9/202 Sector-9 Raj Nagar Ghaziabad Uttar Pradesh - 201002 Owner of various Khasras Nos which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;
4. **Vijay Kumar** S/o Mange Ram R-2/177 Raj Nagar Ghaziabad Uttar Pradesh – 201002 holder of Power of attorney of Ramnaresh Rawat which expression shall unless repugnant to the context thereof include his Successors, of the Fourth PART;
5. **Vijay Kumar** S/o Mange Ram R-2/177 Raj Nagar Ghaziabad Uttar Pradesh – 201002 holder of Power of attorney of Pushpendra Rawat which expression shall unless repugnant to the context thereof include his Successors, of the Fifth PART;
6. **Sudhan Kumar** S/o Mange Ram R-9/202 Sector-9 Raj Nagar Ghaziabad Uttar Pradesh - 201002 Trustee of The Trinity Education Trust which expression shall unless repugnant to the context thereof include his Successors, of the SIXTH PART;

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

NOW, THEREFORE, this MoU witnesses as follows:-

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





निष्पादन लेखपत्र वाद सुनने व समझने भजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री अराध्यम बिल्डिंस के द्वारा रितेश जैन, पुत्र श्री राजेन्द्र जैन

निवासी: केयर ऑफ मांगे राम भट्टा कम्पनी खसरा नम्बर 988 व 989, एन एच 58, मेरठ रोड, गाजियाबाद

व्यवसाय: अन्य

Signature



प्रथम पक्ष: 2

श्री विजय कुमार, पुत्र श्री मांगे राम

निवासी: आर-2/177, राजनगर, गाजियाबाद

व्यवसाय: अन्य

Signature



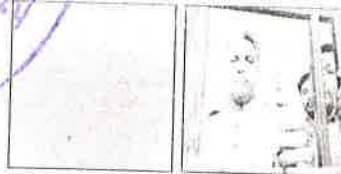
प्रथम पक्ष: 3

श्री सुधन कुमार, पुत्र श्री मांगे राम

निवासी: आर-9/202, सेक्टर-9, राजनगर, गाजियाबाद

व्यवसाय: अन्य

Signature



प्रथम पक्ष: 4

श्री राम नरेश रावत के द्वारा विजय कुमार, पुत्र श्री मांगे राम

निवासी: आर-2/177 राजनगर, गाजियाबाद

व्यवसाय: अन्य

Signature



प्रथम पक्ष: 5

श्री पुष्पेन्द्र रावत के द्वारा विजय कुमार, पुत्र श्री मांगे राम

निवासी: आर-2/177, राजनगर, गाजियाबाद

व्यवसाय: अन्य

Signature



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 Policy issued vide G.O. No 10/2017/2130/8-1-17-36 vivid/2017 dated 25/10/2017 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 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) "Government Agency" means Development Authority constituted under Uttar Pradesh Urban Planning and Development Act, 1973 or Uttar Pradesh Housing & Development Board constituted under Uttar Pradesh Housing and Development Board Act, 1965 or Controlling Authority constituted under Uttar Pradesh (Regulation Of Building Operations) Act, 1958 or Special Area Development Authority constituted under Uttar Pradesh Special Area Development Authorities Act, 1986.



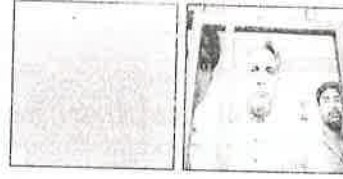
प्रथम पक्ष: 6

श्री टिरिन्टी एजुकेशन ट्रस्ट के द्वारा सुधन कुमार, पुत्र श्री मांगेराम

निवासी: आर-9/202, सैंक्टर-9, राजनगर, गाजियाबाद

व्यवसाय: अन्य

सुधन



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री दीपक कुमार, पुत्र श्री ब्रहमपाल

निवासी: तहसील कम्पाउन्ड, गाजियाबाद

व्यवसाय: अन्य

पहचानकर्ता : 2

श्री सुनील कुमार, पुत्र श्री ब्रहम सिंह

निवासी: ग्राम दुहाई जिला गाजियाबाद

व्यवसाय: अन्य

Sul



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी :

शर्मा नविन कुमार एस0

उप निबंधक : सदर द्वितीय

गाजियाबाद

विनीत कुमार लिपिक

कनिष्ठ सहायक (निबंधन) -

नियमित

- (f) 'Lead Member' means the member of the Consortium who holds minimum 26% equity in the Consortium.
- (g) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- (h) '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.
- (i) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013;
- (j) 'Private Developer' means an individual, legal person, consortium, registered trust, registered society, cooperative housing society, 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.
- (k) 'Scheme' means the proposed housing scheme.

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.





(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.

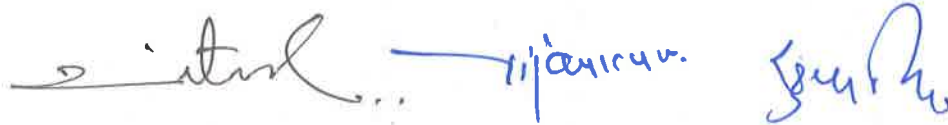
(e) Any reference to 'day' shall mean a reference to a calendar day.

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 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.

Three handwritten signatures in blue ink are present. The first signature on the left is a cursive 'S'. The middle signature is a cursive 'M'. The signature on the right is a cursive 'J'.



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 Aradhyam Builders 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.
- 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 fulfil, promptly, actively and on time, all of its obligations under this MoU.
- 5.5 For the purpose of this MOU Aradhyam Builders, the lead member shall have the 50% of equity in the consortium.

6. Responsibilities towards each other

6.1 (a) Each Member undertake:

- (i) To promptly notify each of the Members about any significant delay in fulfilment 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.

The block contains three handwritten signatures or initials in blue ink. The first is a cursive signature on the left. The second is a signature in the middle with the word 'Aradhyam' written in a smaller, more legible script below it. The third is a cursive signature on the right.



(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.

7.1 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.

7.3 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.

8.1 The Members hereby represent and warrant that:

(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

— stiel — rücken. 2. 2. 2.



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.

(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.

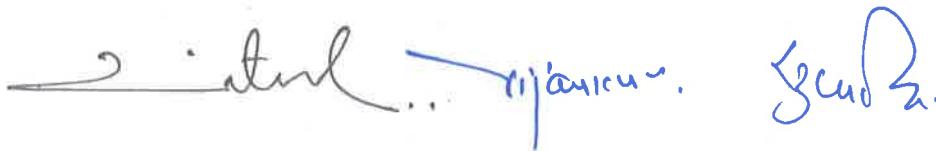
10. Arbitration

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 Ghaziabad.

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,

The block contains three handwritten signatures in blue ink. The first signature on the left is a cursive script. The middle signature is more stylized and appears to be 'Rajendra'. The signature on the right is also cursive and appears to be 'Sudhakar'.



Government Action. In the event of force majeure, the members of the Consortium MoU undertake to consult each other.

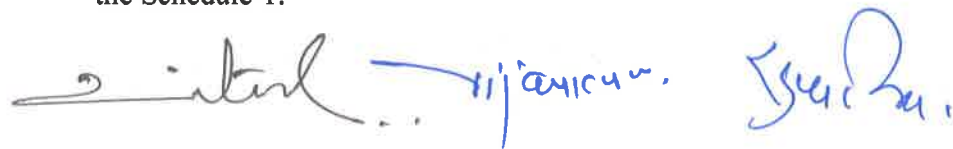
12. Termination of Consortium

MoU This Consortium MoU may be terminated upon the arrival of the first of following events:-

- 12.1 Upon exit from the Scheme subject to terms and conditions of the scheme.
- 12.2 Upon completion of the Scheme.

13. Miscellaneous

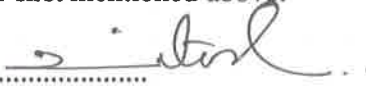
- 13.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently 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.

The block contains three handwritten signatures in blue ink. The first signature on the left is a stylized cursive signature. The middle signature is a cursive signature followed by the word "Signature" written in a similar cursive style. The third signature on the right is a cursive signature.



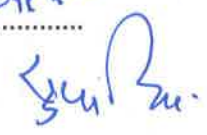
- 13.5 Any Member including the Lead Member of the Consortium may be changed with the prior approval of Government Agency subject to fulfilment of minimum financial and technical capability of the Consortium.
- 13.6 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted by the Lead Member to Government Agency.
- 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 Government Agency.

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

1. 
Signature.....
For Aradhyam Builders
Ritesh Jain
Partner

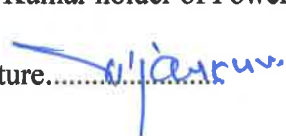
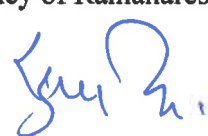
2. Vijay Kumar


Signature.....

3. Sudhan Kumar 

Signature.....

4. Vijay Kumar holder of Power of attorney of Ramanaresh Rawat

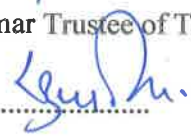
 
Signature.....



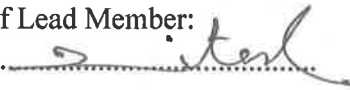
5. Vijay Kumar holder of Power of attorney of Pushpendra Rawat

Signature.....

6. Sudhan Kumar Trustee of Trinity Education Trust

Signature.....

For and on behalf of Lead Member:

Name: Ritesh Jain.....

Designation: Partner

Aradhyam Builders

Date:09/10/2018

WITNESSES: 1. Signature.....

Name.....*Mr. Deepak Kumar Sr. Brahm Pal*
Address.....*Talsil. Compound - S. Bad.*

2. Signature.....

Name.....*Sunil Kumar Sr. Brahm Singh.*
Address.....*Vill - Duhai - S. Bad.*

Drafted by :





SCHEDULE - 1

Roles and Responsibilities of Each Individual Member of the Consortium
(Describe the Roles and Responsibilities of each individual Member of the Consortium)

Sl.No.	Type of Member	Average Annual Net worth (Rs. Crore)	Roles and Responsibilities
1	2	3	4
1.	Lead Member Name: Aradhyam Builders Address: "C/o Mange Ram Bhatta Company, Khasra No.988 & 989, NH 58, Meerut Road, Opposite Jain Tube Company, Tehsil & District Ghaziabad (Uttar Pradesh). Phone No: 9999537800		Overall responsibility including planning, obtaining all clearances, approvals, selling, collecting all sales proceeds, construction & overall administration of project. For the purpose of this MOU Aradhyam Builders the lead member shall have the 50% of equity in the consortium.
2.	Member-1 Vijay Kumar R/O R-2/177 Raj Nagar Ghaziabad Uttar Pradesh - 201002 Phone No: 9711410000	8.06	Technical and financial consultancy
3.	Member-2 Sudhan Kumar Address: Phone No: 9818488999		Monitoring of Group Housing
4.	Member-3.		Monitoring of Group





	Vijay Kumar holder of Power of attorney of Ramnaresh Rawat Address :R-2/177 Raj Nagar Ghaziabad Uttar Pradesh - 201002 Phone No 9711410000		Housing
5.	Member-4. Vijay Kumar holder of Power of attorney of Chaudhary Mange Ram Address:R-2/177 Raj Nagar Ghaziabad Uttar Pradesh - 201002 Phone No: 9711410000		Monitoring of Group Housing
6	Member-5. Sudhan Kumar Trustee of Trinity Education Trust Address:	8.06	Monitoring of Group Housing



Signature..... 

For Aradhyam Builders

Ritesh Jain

Partner

1. Vijay Kumar

Signature..... 

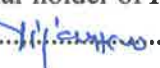
2. Sudhan Kumar

Signature..... 

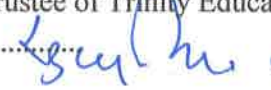
3. Vijay Kumar holder of Power of attorney of Ramanresh Rawat

Signature..... 

4. Vijay Kumar holder of Power of attorney of ~~Ramanresh Rawat~~

Signature..... 

5. Sudhan Kumar Trustee of Trinity Education Trust

Signature..... 

Date 09/10/2018

13
शहीद समाज 4 जिल्द संख्या 594 के पृष्ठ 393 से 432 तक क्रमांक
10/10/2018 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

RPK

शर्मा लविनकुमार एस०

उप निबंधक : सदर द्वितीय

गाजियाबाद

10/10/2018