



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

बृजेंद्र चरण सहाय

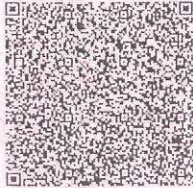
ई-स्टाम्प विक्रिता (Acc. Cou-UP14248104)

ला 6 नं० 73 / 95

आर.डी.ओ. ऑफिस, कानपुर

फोन-9235893073, 9335626996

Certificate No. : IN-UP87704625119792U  
 Certificate Issued Date : 23-Dec-2022 12:12 PM  
 Account Reference : NEWIMPACC (SV)/ up14248104/ KANPUR SADAR/ UP-KNP  
 Unique Doc. Reference : SUBIN-UPUP1424810468845394135127U  
 Purchased by : TREADSTONE LIMITED  
 Description of Document : Article 46 Patnership  
 Property Description : PARTNERSHIP DEED  
 Consideration Price (Rs.) :  
 First Party : TREADSTONE LIMITED  
 Second Party : Not Applicable  
 Stamp Duty Paid By : TREADSTONE LIMITED  
 Stamp Duty Amount(Rs.) : 750  
 (Seven Hundred And Fifty only)



E-STAMP

LOCKED SR

Please write or type below this line



फोटो से चेहरे का मिलान किया

फोटो से चेहरे का मिलान किया

फोटो से चेहरे का मिलान किया



Himanshu Trivedi  
 Advocate-Unnao  
 Reg. No. UP05436/12  
 Mob. 9696936832  
 8299456760

Authorised Signatory

JD 0030931706

Statutory Alert

1. The authenticity of the Stamp certificate should be verified at [www.indiastamp.com](http://www.indiastamp.com) or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



## Consortium MoU

FOR THE IMPLEMENTATION OF THE COMPANY'S PRESTIGIOUS PROJECT NAMELY PMAY situated at Magarwara Near Gokulbaba Mandir, Unnao (as per the guideline of the PMAY project) company is to enter into consortium MoU.

ACCORDINGLY THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this 30<sup>st</sup> day of the December of 2022, by and among:

1. M/s TREADSTONE LIMITED a company registered under the Companies Act, 1956/2013 through Authorized Signatory Mr. Krishan Kumar Wadhwa having their principal place of business at 52/3,4,5 Block T, Fazalganj, Kanpur and local address Magarwara Near Gokulbaba Mandir, Unnao which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;

2. M/s TREADSTONE INTERNATIONAL LIMITED a company registered under the Companies Act, 1956/2013 or a firm or a person through Authorized Signatory Mr. Krishan Kumar Wadhwa having their principal place of business at 52/3,4,5 Block T, Fazalganj, Kanpur which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;

3. Mr. KRISHAN KUMAR WADHWA, S/o Late Sh. Om Prakash Wadhwa, R/o C-33, Sarvodaya Nagar, Kanpur which expression shall unless repugnant to the context thereof include his Successors, of the THIRD 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 is hereby acknowledge and other good valuable considerations, the Members have agreed as follows:

### 1. Definitions and interpretations

#### 1.1 Definitions

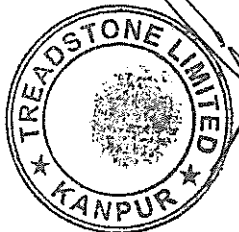
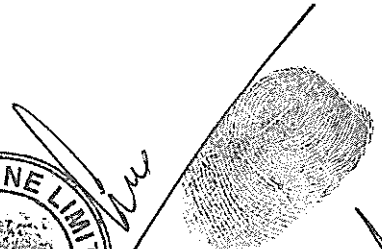
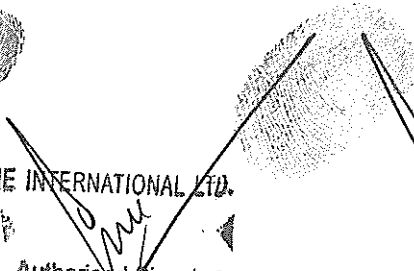
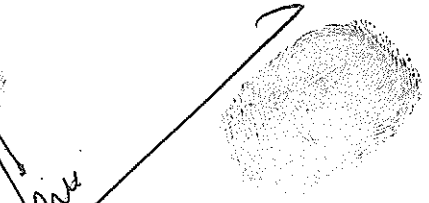
Capitalized terms used in this MoU shall have their respective defined meanings:-

(a) 'Applicant' means the Consortium Applicant;

The image shows the signatures and stamps of the parties to the MoU. On the left is a circular stamp for Treadstone Limited, Kanpur. In the center, there is a signature over a stamp for Treadstone International Ltd. Below this stamp, the text 'Authorised Signatory' is written. To the right, there is another signature and a circular stamp.



- (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, 1956 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.
- (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 and there will be no immovable property transfer by this MoU between them.

   
  
  
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## 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.

## 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.

## 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. Treadstone Ltd. has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations, declarations, sale and registrations done of the assets on their behalf. However, every Member of the Consortium shall be individually responsible for dispatching 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.

   
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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 under taking 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. Distribution of Profit in Share

6.1 Share in profit shall be Distributed on the basis of the Book value of Non-Movable Assets i.e. properties of the Company.(As per schedule-1).

6.2 In case any delay in the Project due to unforeseen circumstances and/or unavoidable reason profit ratio shall be accounted for and/or adjusted as per mutual understanding between all the Partners.

## 7. Responsibilities towards each other

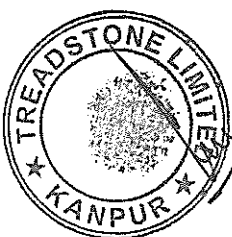
7.1(a) Each Member undertake:

(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



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condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.

(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 here by 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.

## 8. Liabilities

### 8.1 Liability towards each other:

The Members here by 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.

### 8.2 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.

### 8.3 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.

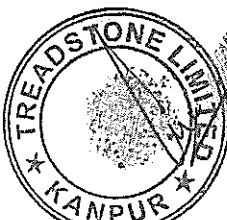
## 9. Representation and warranties

### 9.1 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



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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.

#### 10. Notices

10.1 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.

10.2 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.

#### 11. Arbitration

11.1 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.

11.2 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 Member agree to comply with the awards resulting from arbitration. The place of arbitration shall be Lucknow.

#### 12. 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.

#### 13. 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.

12.5 Upon completion of the scheme.



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#### 14. Miscellaneous

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 Any Member including the Lead Member of the consortium may be changed with the prior approval of Government Agency subject to fulfillment of minimum financial and technical capability of the Consortium.

14.6 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.

14.7 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.



TREADSTONE INTERNATIONAL LTD.

Authorised Signer

आवेदन सं०: 202200816034331

भागीदारी विलेख

वही सं०: 4

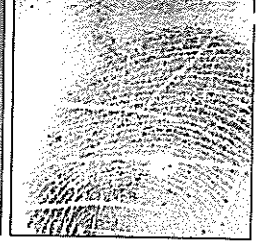
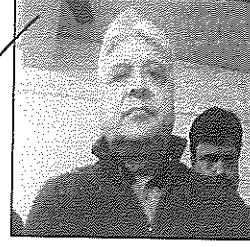
रजिस्ट्रेशन सं०: 233

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 750 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री ट्रेडस्टोन लि० द्वारा  
 कृष्ण कुमार वाघवा अधिकृत पदाधिकारी/ प्रतिनिधि,  
 पुत्र श्री ओमप्रकाश वाघवा  
 व्यवसाय : व्यापार  
 निवासी: सी-33 सर्वोदय नगर हंस नगर कानपुर नगर

*(Handwritten Signature)*  
 कृष्ण कुमार वाघवा अधिकृत पदाधिकारी/  
 प्रतिनिधि



श्री. ट्रेडस्टोन लि० द्वारा

ने यह लेखपत्र इस कार्यालय में दिनांक 30/12/2022 एवं 04:37:07

PM बजे

निबंधन हेतु पेश किया।

*(Handwritten Signature)*  
 रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम .  
 उप निबंधक :सदर  
 उन्ना.  
 30/12/2022  
 19  
 हरि किशोर शुक्ल  
 निबंधक लिपिक  
 30/12/2022



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

1. Common Seal of TREADSTONE LIMITED (Lead Member of the Consortium)

has been affixed in my presence pursuant to the Board of Directors resolution dated 30<sup>th</sup> December 2022

Signature.....  
Name : Krishan Kumar Wadhwa  
Designation : Managing Director



2. Common Seal of TREADSTONE LIMITED has been affixed in my presence pursuant to the Board of Directors resolution dated 30<sup>th</sup> December 2022

Signature.....  
Name : Krishan Kumar Wadhwa  
Designation : Managing Director  
Mob. No 9336818391

Authorised Signatory

3. KRISHAN KUMAR WADHWA

Signature.....

WITNESSES:

1. Signature.....  
Manish Kumar Srivastava  
S/o Radhey Shyam Srivatava  
R/o H.No. 1/4 Araji No. 57n  
Block Behind kaushalya guest  
house yashoda nagar  
Kidwai nagar Kanpur  
Mob. No. 9369339921



फोटो से चेहरे को मिलान किया

2. Signature.....  
Jhan tu das S/o Dulal Das  
R/o ekamalipur, Gazkipur  
Kismat, paschim Medinipur  
West Bengal  
Mob. No. 8494868467



फोटो से चेहरे का मिलान किया



TREADSTONE INTERNATIONAL LTD.

Authorised Signatory

Signature.....

आवेदन सं०: 202200816034331

वही सं०: 4

रजिस्ट्रेशन सं०: 233

वर्ष: 2022

निष्पादन लेखपत्र बाद सुचने व समझने मजसुन व प्राप्त धनराशि रु प्रलेखातुसार उक्त

भागीदार: 1

श्री ट्रेडस्टोन लि० के द्वारा कृष्ण कुमार वाधवा, पुत्र श्री ओमप्रकाश वाधवा

निवासी: सी-33 सर्वोदय नगर हंस नगर कानपुर नगर

व्यवसाय: व्यापार

भागीदार: 2

श्री ट्रेडस्टोन इण्टरनेशनल लि० के द्वारा कृष्ण कुमार वाधवा, पुत्र श्री ओमप्रकाश वाधवा

निवासी: सी-33 सर्वोदय नगर हंस नगर कानपुर नगर

व्यवसाय: व्यापार

भागीदार: 3

श्री कृष्ण कुमार वाधवा, पुत्र श्री ओमप्रकाश वाधवा

निवासी: सी-33 सर्वोदय नगर हंस नगर कानपुर नगर

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री मनीष कुमार श्रीवास्तव, पुत्र श्री राधेश्याम श्रीवास्तव

निवासी: म०न० 1/4 आराजी नं० 57 एन ब्लॉक विहाइण्ड कौशल्या गेस्ट हाउस यशोदा नगर किरवई नगर कानपुर नगर

व्यवसाय: अन्य

पहचानकर्ता : 1

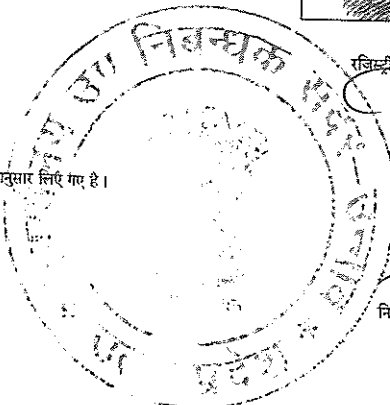
श्री संदू दास, पुत्र श्री हुनाल दास

निवासी: एकमालीपुर गाँव हीरू किम्मत पश्चिम मेदिनीपुर वेन्ट बंगाल

व्यवसाय: अन्य

*[Handwritten Signature]*

ने की। प्रत्यक्षतः भद्र प्राधिकारों के निशान अंगुठे नियमानुसार लिए गए हैं।  
टिप्पणी:



रजिस्ट्रार अधिकारी के हस्ताक्षर

विकास गौतम

उप निबंधक : सदर

उन्नाव

30/12/2022

हरि किशोर शुक्ल

निबंधक लिपिक उन्नाव

30/12/2022

Schedule-1

Roles and Responsibilities of Each Individual Member of the Consortium

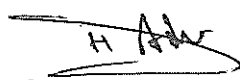
(Describe the Roles and Responsibilities of each individual Member of the Consortium)

Sl. No.	Type of member	Average Annual Net Worth (Rs. Crore)	Roles and Responsibilities and share percentage
1	2	3	4
1.	Lead Member Name TREADSTONE LIMITED Address: 52/3,4,5 Block-T, Fazalganj, KANPUR/ Magarwara Near Gokulbaba Mandir, Unnao Phone No : +91 9336336613	23.07	Lead Member. All operations and financial arrangement Share Capital : 47.50%
2.	Member-1 Name TREADSTONE INTERNATIONAL LIMITED Address: 52/3,4,5 Block-T, Fazalganj, KANPUR/ Magarwara Near Gokulbaba Mandir, Unnao Phone No : +91 9026867460	0.65	Owns part of land which is being given to the Consortium for the project Share Capital : 27.5%
3.	Member-2 Name KRISHAN KUMAR WADHWA Address : C-33, Sarvodaya Nagar, KANPUR/ Magarwara Near Gckulbaba Mandir, Unnao Phone No : +91 9336818391	19.23	Owns part of land which is being given to the Consortium for the project Share Capital : 25%
Total		42.95	

Signature.....

Name.....

Date.....

  
*Himanshu Trivedi*  
Advocate-Unnao  
Reg. No. UP05436/12  
Mob. 9696936832  
8299456760



TREADSTONE INTERNATIONAL LTD.

Authorised Signatory



आवेदन सं०: 202200816034331

बही संख्या 4 जिल्द संख्या 193 के पृष्ठ 211 से 230 तक क्रमांक 233 पर दिनांक 30/12/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम .

उप निबंधक : सदर

उन्नाव

30/12/2022

