

Ramesh Tiwari

(Advocate)

Ch.No. 283, Civil Court Compound,
Raj Nagar Ghaziabad U.P.

Email ID:

rameshtiwari.advocate@gmail.com

Mobile No. 9811336773

Ref:13.....

Dated: 20-10-2022

To,

The Secretary,

Uttar Pradesh Real State Regulatory Authority

Naveen Bhawan, Rajya Niyojan Sansthan,

Kala Kankar House, Lucknow U.P.-226007

Subject:- Verification certificate of Khasra No. 1523M Area 0.1010 Hec. Village- Shahpur Bamheta, Pargana Dasna and Tehsil and District Ghaziabad U.P.


Sir,

As per instruction of my client M/s S.M.V. Agencies Pvt. Ltd. having its registered office at S-25, Main Market, Green Park, New Delhi.

I have perused following documents which are produced by my above mentioned client:-

1. Consortium Agreement dated 27-03-2010
2. Sale deed dated 07-06-2013 which is duly registered in office of Sub Registrar (First) Ghaziabad as on Bahi No.-1 Jild No. 11133 Page No. 79 to 374 Serial No. 5290 on dated 07-06-2013.
3. Integrated Township License No. I-4/GZB/04 in name of S.M.V. Agencies Pvt. Ltd.
4. Map sanction letter dated 07-02-2022 for site C-1A/B.
5. Computerized copy of Non Encumbrance certificate No. 22022136000435 dated 28-07-2022.

On the basis of above mentioned documents, I have reached on the following conclusion.


RAMESH TIWARI
(Advocate)
Ch. No. 283 Road No. 1989/1989
Raj Nagar Ghaziabad U.P.

Ramesh Tiwari

(Advocate)

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Raj Nagar Ghaziabad U.P.

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Mobile No. 9811336773

Ref:

Dated: 20-10-2022

- 1- That the area 0.1010 Hectare of Khasra No. 1523 M situated at Vill. Shahpur Bamheta, Pargana Dasna, Tehsil & Distt. Ghaziabad is the developing part of integrated township in name of Jaipuria Sunrise Greens NH-24, Ghaziabad.
- 2- That on the basis of non-encumbrance certified issued by office of Sub-Registrar -I, Sadar Ghaziabad on dated 28-07-2022 found "no charge" between 01-04-2011 to 27-07-2022.
- 3- That as per sanctioned letter dated 07-02-2022 the GDA has sanctioned the map of site No. C-1A/B in favour of my client.

Above report is submitted

with ^{out} prejudice

Enclosure:-

1. Non encumbrance certificate dated 28-07-2022
2. Consortium Agreement dated 27-03-2010.
3. Map sanction letter dated 07-02-2022

20/10/22
Ramesh Tiwari
RAMESH TIWARI
(Advocate)

Ch. No.: 283 Regd. No. 1989/1985
Civil Court Compound Raj Nagar
Ghaziabad

कार्यालय उपनिबंधक सदर प्रथम गाजियाबाद जनपद गाजियाबाद

आवेदन संख्या :22022136000434

प्रमाण संख्या :22022136000435

भार मुक्त प्रमाण-पत्र
(रजि० मैनुअल के नियम 328)

श्री. के.के. पुत्र- छीतर मल तहसील गाजियाबाद जिला गाजियाबाद ने निम्नलिखित सम्पत्ति से सम्बन्धित प्रपत्रों द्वारा प्रस्तुत भार मुद्रित प्रमाण पत्र हेतु प्राथना पत्र प्रस्तुत किया है।

सम्पत्ति का विवरण : ग्राम/मोहल्ला - शाहपुर बम्हैटा, वार्ड/परगना- डासना, कृषि- सूची वैभव डबलपत्तों, कृषि भूमि, 1523

मैं एतद्वारा प्रमाणित करता हू कि इडेक्स सं 02 तथा उससे सम्बन्धित सूची प्रपत्रों की तलाश दिनांक 01/04/2011 से दिनांक 27/07/2022 तक उक्त सम्पत्ति के सम्बन्ध में की गयी जिसमें निम्नलिखित भार पाये गये

कोई भार नहीं पाया गया

दिनांक :28-07-2022

नोट - 1. इस प्रमाण-पत्र के समस्त विवरण आवेदन द्वारा दिए गए संपत्ति के स्वामी के आधार पर किये गए हैं। यदि रजिस्ट्रीकृत लेखपत्र में संपत्ति को आवेदक द्वारा आवेदन में दिये गए वर्णन से किसी दूसरे दंग से वर्णित किया गया हो तो ऐसे लेखपत्रों से प्राप्त सूचना को प्रमाण पत्र में दर्ज नहीं किया जायेगा।

2. वांछित तलाश कार्यालय द्वारा यथासंभव सावधानी के साथ किया गया है, और विभाग प्रमाण पत्र में शामिल सूचना के लिए उत्तरदायी नहीं होगा।

3. इस प्रमाण-पत्र में उन लेखपत्रों से सम्बन्धित सूचना शामिल नहीं है जो प्रस्तुत हो चुके हैं परन्तु जिनका आज की तारीख तक रजिस्ट्रीकरण नहीं हुआ है।

4. यह प्रमाण-पत्र किसी रूप में के स्वत्व का प्रमाण नहीं है।

तलाशकर्ता एवं प्रमाण पत्र बनाने वाले निबन्धन लिपिक: **संजीव कुमार गौतम क०नि०स०।**

मिलाल करने वाले निबन्धन लिपिक: **संजीव कुमार गौतम क०नि०स०।**

RAVINDE
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उपनिबन्धक सदर प्रथम

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उत्तर प्रदेश UTAR PRADESH

L-088446

(1/21)

CONSORTIUM AGREEMENT

This Consortium Agreement dated 27th March, 2010 is made through Consortium of M/s SMV AGENCIES PVT. LTD. Private Developer (PD) in continuation of a consortium agreement dated 19.01.2006 submitted to Ghaziabad Development Authority for the development of an Integrated Township. Though M/s SMV Agencies Pvt. Ltd. which is the leading member company of the said consortium, incorporated under the provisions of the Indian Companies Act 1956 and having its registered office at 1862, Mahaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006, through its Director Mr. SURYA KANT JAPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

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AND

M/s ANS CONSTRUCTION LTD., a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 144/2, Ashram, New Delhi 110014, hereinafter referred to as Member Company through its Authorized Official **Mr. SURYA KANT JAIPURIA**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s K.N. CONSULTANTS PVT. LTD., a company incorporated under the Companies Act, 1956 and having its registered office at 517-A, Fifth Floor, Narain Manzil, 23, Barakhamba road, Connaught Place, New Delhi-110001 through its Authorized Signatory **Mr. Ankur Jain**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s NITI SHREE BUILDTech LIMITED (Formerly known as **M/s NITI SHREE BUILDTech PVT. LTD.**), a company incorporated under the Companies Act, 1956 and having its registered office at 78-B, Sec-22, DDA Flats, group-II, Kondli, Ghazoli, Mayapuri Vihar Phase-III, Delhi-96 through its Authorized Signatory **Mr. Ankur Jain**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s JAIPURIA INFRASTRUCTURE DEVELOPERS PVT. LTD., a company incorporated under the Companies Act, 1956 and having its registered office at S-25, Green Park, Main Market, New Delhi 110016, acting through its Director **Mr. SURYA KANT JAIPURIA**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.



M/s VIBHU DRINKS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. F-4(A), MIDC Industrial area, Hingna, Nagpur, Maharashtra- 440016, acting through its authorized signatory Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s RISK FREE TRADERS PRIVATE LIMITED., a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006, acting through its authorized signatory Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s SURYA VAIBHAV DEVELOPERS PRIVATE LIMITED., a company incorporated under the Companies Act, 1956 and having its registered office at S-25, Green Park, Main Market, New Delhi 110016, acting through its Director Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

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AND

SHASHABH MARKETING PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 14B, Raja Santosh Road, Kolkata, West Bengal, acting through its authorized signatory **Mr. SURYA KANT JAIPURIA**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s JAIPURIA LEO SOFTWARE & SYSTEMS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. F-4(A), MIDC Industrial area, Hingna, Nagpur, Maharashtra- 440016, acting through its authorized signatory **Mr. SURYA KANT JAIPURIA**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s HYDERABAD BEVERAGES PRIVATE LIMITED, a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered at G-4 & G6, Ground Floor, Plot No. 4, Park View Colony, Srinidhi Residency, hasmatpet, Beside Reliance Fresh, secunderabad, Andhra Pradesh-500009, acting through its authorized signatory **Mr. SURYA KANT JAIPURIA**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

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ADVOCATE
COMPOUND,
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AND

M/s JAIPURIA ADVANCE TECHNOLOGIES PRIVATE LIMITED., a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006, acting through its Director Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s JAIPURIA COSMETICS PRIVATE LIMITED., a company incorporated under the Companies Act, 1956 and having its registered office at S-25, Green Park, Main Market, New Delhi 110016, acting through its Director Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s BANKE BIHARI INFRASTRUCTURE DEVELOPERS PRIVATE LIMITED., a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006, acting through its Director Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

 A. J. K. J. P.

AND

M/s STEEL CITY BEVERAGES PRIVATE LIMITED., a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered office at Adityapur Industrial area, Kandra Road, Jamshedpur, Jharkhand-831109, acting through its Director Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s NAGPUR FROZEN FOODS PRIVATE LIMITED., a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. F-4(A), MIDC Industrial area, Hingna, Nagpur, Maharashtra-440016, acting through its authorized signatory Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s SREERAM DRINKS PRIVATE LIMITED., a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered office at Nimpur, Jagatpur, cuttack, Orissa-754021, acting through its authorized signatory Mr. SURYA KANT JAIPURIA, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

The block contains three handwritten signatures in black ink. The first signature is a stylized cursive 'S' followed by 'K J'. The second signature is 'S K J'. The third signature is 'Surya Kant Jaipuria' written in a more legible, slightly cursive hand.

AND

M/s UNIVERSAL DRINKS PRIVATE LIMITED, a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered office at Somalwada wardha Road, Nagpur, Maharashtra-440015, acting through its Director **Mr. SURYA KANT JAIPURIA**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s NITISHREE INFRASTRUCTURE LTD., (Formerly known as **M/s SHOURYA TOWERS PRIVATE LIMITED**), a company incorporated under the Companies Act, 1956 and having its registered office at 78-B, Sec-22, DDA Flats, group-II, Kondli, Gharoli, Mayur Vihar Phase-III, Delhi-95, acting through its Authorised Signatory **Mr. Ankur Jain**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s SHOURYA BUILDERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 78-B, Sec-22, DDA Flats, group-II, Kondli, Gharoli, Mayur Vihar Phase-III, Delhi-95, acting through its Authorised Signatory **Mr. Ankur Jain**, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.



AND

M/s NITISHREE INTERNATIONAL PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 78-B, Sec-22, DDA Flats, group-II, Kondli, Gharoli, Mayur Vihar Phase-III, Delhi-96, acting through its Authorised Signatory Mr. Ankur Jain, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s FUN 'N' FOOD PRIVATE LIMITED, a company incorporated under the provisions of the Indian Companies Act 1956 and having its registered at 27A, Metal Calf Street, 3rd Floor, P.S. Bar Bazar, Kolkata, west Bengal-700013, acting through its Director Mr. Prem Kumar, R/O Vill. Shafipur Barnhetta, Ghaziabad, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s PRE STAR TRADING PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 26, Bhogal Road, 78-B, Sec-22, DDA Flats, group-II, Kondli, Gharoli, Mayur Vihar Phase-III, Delhi-96, acting through its Authorised Signatory Mr. Ankur Jain, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s JAIPURIA DURO BUILD PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at S-25, Green Park, Main Market, New Delhi 110016, acting through its Director Mr. Surya Kant Jaipuria, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

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AND

M/s SMV REALTORS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at S-25, Green Park, Main Market, New Delhi 110016, acting through its Director Mr. Surya Kant Jaipuria, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s JAIPURIA TOWNPLANNERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at S-25, Green Park, Main Market, New Delhi 110016, acting through its Director Mr. Surya Kant Jaipuria, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s SHOURYA BUILDCON PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 78-B, Sec-22, DDA Flats, group-II, Kondli, Gharoli, Mayur Vihar Phase-III, Delhi-96, acting through its Authorised Signatory Mr. Ankur Jain, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s SHOURYA INFRASTRUCTURE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 78-B, Sec-22, DDA Flats, group-II, Kondli, Gharoli, Mayur Vihar Phase-III, Delhi-96, acting through its Authorised Signatory Mr. Ankur Jain, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

S. K. Jaipuria *Mr. Ankur Jain* *Bank*

AND

M/s SHOURYA PROMOTERS PVT. LTD., a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 78-B, Sector D-2, DDA Flats, Kondli Gharoli, Mayur Vihar, Phase-III, Delhi-110096, hereinafter referred to as Second Part through its Authorised Signatory Mr. Ankur Jain, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s ANS APPARTMENTS PVT. LTD., a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 78-B, Sector D-2, DDA Flats, Kondli Gharoli, Mayur Vihar, Phase-III, Delhi-110096, hereinafter referred to as Second Part through its Authorised Signatory Mr. Ankur Jain, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

AND

M/s AURA INFRASTRUCTURE PVT. LTD., a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 78-B, Sector D-2, DDA Flats, Kondli Gharoli, Mayur Vihar, Phase-III, Delhi-110096, hereinafter referred to as Second Part through its Authorised Signatory Mr. Ankur Jain, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors, representatives and assigns or successors.

WHEREAS all the above mentioned parties are either members of consortium dated 19.06.2006 or its sister concerns have entered and executed this CONSORTIUM AGREEMENT to form a Consortium of Developer Companies with the object of development of Integrated Township in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh for selection of Private Developer for development of Integrated Township in the State of Uttar Pradesh.

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NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:-

1. Lead Member

- 1.1 All the Consortium members have mutually decided to appoint M/s SMV AGENCIES PVT. LTD. as Private Developer and Lead Member of the Consortium.

2. Aim and Scope of Consortium Agreement

- 2.1 The sole aim of this Consortium Agreement is for the development of the Integrated Township in the district of Ghaziabad, Uttar Pradesh.

- 2.2 The Lead Member shall prepare and submit a joint proposal for the selection of the Developer Consortium to design, develop, finance, construct, sell, operate and maintain the said Integrated Township.

3. Shareholding basis in Consortium

- 3.1 M/s SMV Agencies Pvt. Ltd. (PD) shall act as a lead member of the Consortium. The other member of the consortium shall execute a General Power of Attorney in favour of M/s SMV Agencies Pvt. Ltd. (PD) in relation to the said Integrated Township project through this consortium agreement.
- 3.2 The Shareholding of all the members of the consortium inter-se shall be mutually decided later on.

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Project Management Structure and Roles of the Members

M/s SMV AGENCIES PVT. LTD., will work as Private Developer as per definition and prescribed conditions of Ghaziabad Development Authority and arrange for Land and finances for the project.

M/s ANS CONSTRUCTIONS LTD., will provide technical know how for the implementation of the project.

M/s K.N. CONSULTANTS PYT. LTD., will arrange finance and look after implementation of the project.

M/s NITISHREE BUILDTECH LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s JAIPURIA INFRASTRUCTURE DEVELOPERS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.


M/s VIBHU DRINKS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s RISK FREE TRADERS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s SURYA VAIBHAV DEVELOPERS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s RUSHABH MARKETING PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s JAIPURIA LEO SOFTWARE & SYSTEMS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.



M/s HYDERABAD BEVERAGES PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s JAIPURIA ADVANCE TECHNOLOGIES PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s JAIPURIA COSMETICS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s BANKE BIHARI INFRASTRUCTURE DEVELOPERS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s STEEL CITY BEVERAGES PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s NAGPUR FROZEN FOODS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s SREE RAM DRINKS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s UNIVERSAL DRINKS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s NITISHREE INFRASTRUCTURE LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s SHOURYA BUILDERS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s NITISHREE INTERNATIONAL PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s FUN 'N' FOOD PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

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assistance for the implementation of the project M/s PRESTAR TRADING PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s JAIPURIA DURO BUILD PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s SMV REALTORS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s JAIPURIA TOWN PLANNERS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s SHOURYA BUILDCON PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s SHOURYA INFRASTRUCTURE PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s SHOURYA PROMOTERS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s ANS APARTMENTS PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

M/s AURA INFRASTRUCTURE PVT. LTD., will arrange technical staff and technical assistance for the implementation of the project.

5. Funding and Basis of Sharing the Expenditure and Remuneration

5.1 Upto the Allotment of the Project in the name of Consortium, all cost relating to

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the Project shall be borne by the consortium members in ratio of their shareholding.

5.2 The Consortium shall raise loans from the Financial Institutions/Banks for the project and any shortfall in the financing of the Project shall be contributed by the consortium members in the ratio of their shareholding.

5.3 Upto completion of the Project any profit or loss shall be shared by the Consortium members in ratio of their shareholding.

6. GENERAL TERMS AND CONDITIONS

6.1 **GOVERNING LAW:** This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

6.2 **FORCE MAJEURE:** None of the members 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 limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the member of the Consortium Agreement undertake to consult each other.

6.3 **SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this Consortium Agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.

6.4 **WAIVER:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of any subsequent breach.

6.5 **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises, terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation,

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modification or alteration of any of the provision of this Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment to this Consortium Agreement. This Consortium Agreement also supercedes all previous communications and other Consortium Agreement between the members written or oral for this project.

- 6.6 **CONFIDENTIALLY**: All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Uttar Pradesh.
- 6.7 **NOTICES**: Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement or sent by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.
- 6.8 **MODIFICATION/ AMENDMENT** : The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the consortium members.

VALIDITY :

- 6.9 **(i) TERMINATION OF CONSORTIUM AGREEMENT**: This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-
- Rejection of our proposal by the Government of Uttar Pradesh.
 - Upon Completion of the Project.
- (ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project.
- 6.10 **MISCELLANEOUS/LIABILITY**: Nothing in this shall be construed providing for the sharing of the profit & losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub-contract or Consortium

Sheela Singh

Agreement have any obligation or liability to the other nor shall any remedy be available to the other members, except as expressly written herein. No party shall be liable for any financial compensation arising out of termination of the Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one member or otherwise. This Consortium Agreement is the continuation of the Consortium Agreement, which was duly registered in the office of Sub-Registrar-II Noida, in Book No.IV, Volume No.1823, on pages 251 to 272, as Document No.39 dt 19-01-2006.

IN WITNESSES WHEREOF the members have executed this Consortium Agreement on this 28th day of March 2010, at Ghaziabad and have caused this Consortium Agreement to be signed on their behalf in the manner set out below

For M/s SMV Agencies Pvt. Ltd.

Director

For M/s ANS Constructions Ltd.

Authorised Official

For M/s Jaipuria Infrastructure Developers Pvt. Ltd. For M/s K.N. Consultants Pvt. Ltd.

Director

Authorised Signatory

For M/s Vibhu Drinks Pvt. Ltd.

Authorised Signatory

For M/s Nitishree Buildtech Ltd.

Authorised Signatory

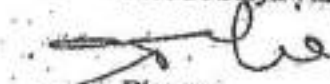
For M/s Risk Free Traders Pvt. Ltd.

For M/s NitiShree Infrastructure Ltd.

Ltd.

Authorised Signatory


For M/s Surya Vaibhav Developers Pvt. Ltd.



Director

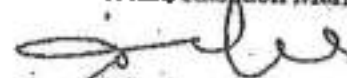
Authorised Signatory

For M/s Shourya Builders Pvt. Ltd.



Authorised Signatory

For M/s Rushabh Marketing Pvt. Ltd.



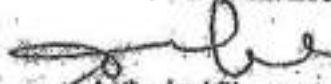
Authorised Signatory

For M/s NitiShree International Pvt. Ltd.



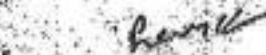
Authorised Signatory

For M/s Jaipuria Leo Software & Systems Pvt. Ltd.



Authorised Signatory

For M/s Fun 'N' Food Pvt. Ltd.



Director

For M/s Hyderabad Beverages Pvt. Ltd.




Authorised Signatory

For M/s Pre Star Trading Pvt. Ltd.



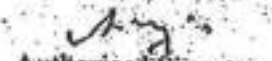
Authorised Signatory

For M/s Jaipuria Advance Technologies Pvt. Ltd.



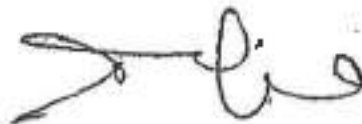
Authorised Signatory

For M/s Shourya Buildcon Pvt. Ltd.



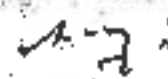
Authorised Signatory

For M/s Jaipuria Cosmetics Pvt. Ltd.



Authorised Signatory

For M/s Shourya Infrastructure Pvt. Ltd.



Authorised Signatory

(1971)

Authorised Signatory

Authorised Signatory

For M/s Banke Bihari Infrastructure Developers Pvt. Ltd. For M/s Shourya Promoters Pvt. Ltd.


Authorised Signatory


Authorised Signatory

For M/s Steel City Beverages Pvt. Ltd.

For M/s ANS Appartments Pvt. Ltd.

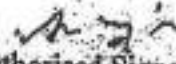

Authorised Signatory


Authorised Signatory


For M/s Nagpur Frozen Foods Pvt. Ltd.

For M/s AURA Infrastructure Pvt. Ltd.


Authorised Signatory


Authorised Signatory

For M/s Sree Ram Drinks Pvt. Ltd.


Authorised Signatory

For M/s Universal Drinks Pvt. Ltd.



For M/s SMV Realtors Pvt. Ltd.

[Signature]
Authorised Signatory

[Signature] *[Signature]*

For M/s Jaindria Town Planners Pvt. Ltd.

[Signature]
Authorised Signatory

WITNESSES:

1. SANJEEV SHARMA
S/o Sh. J.K. SHARMA
R/O S-25, GREEN PARK,
MAIN MARKET,
N-DELHI



[Signature]
ADVOCATE
HAZIL COMPOUND,
HAZIABAD

2. *[Signature]*
ARUN K. SHARMA
S/o Sh. R. S. SHARMA
R/O D. 202 GOVIND
PURAM GED.



[Signature]
ADVOCATE
HAZIL COMPOUND,
HAZIABAD

Dated :- 27-03-2010 Drafted by Ch. Brahmopal Singh Vichhan,
Advocate, Ch. No. 53, Tehsil Compound Ghaziabad. 9811131429

Authorized Signatory

For Mrs. Jazvanti Datta Build Pvt. Ltd.

Authorized Signatory

[Handwritten Signature]

2

दिनांक 28/03/2010 को

पृष्ठ सं. 4 जिल्द सं. 815

पृष्ठ सं. 1 से 42 पर कर्मांक 48

जिस्ट्रीकृत किया गया।

जिस्ट्रीकरण अधिकारी के निवादा

(Signature)
एस 0 के 0 सिंह

उप निबन्धक (प्रथम)

गाजियाबाद

28/3/2010

सत्यप्रति लिपि

पढ़ा.....

सुना.....

सदर जिल्ला प्रथम
गाजियाबाद





GHAZIABAD DEVELOPMENT AUTHORITY

4003

SANCTION LETTER

PERMIT DATE : 07 Feb 2022

FILE No. : GDA/BP/21-22/0027

Site Address : C1A/B, Jaipuria sunrisegreen NH24 ghaziabad

PERMIT NO. : Retail Shop:02560/GDA/BP/21-22/0027/02022022

USE : Commercial

SCHEME : SMV AGENCIES pvt ltd

PROPERTY : Plot No./Survey No. : C 1A/B II
BLOCK JAIPURIA SUNRISE
GREEN, NH-24 GHAZIABAD
LandMark: shahpur bahneta
Revenue Village: NA
Tehsil: Ghaziabad
District: Ghaziabad

NAME : SMV AGENCIES PVT LTD

ADDRESS : 9B, Hanahatya, Barakhamba Road, New Delhi, GHAZIABAD Uttar Pradesh, 110093

Your proposal submitted with reference to above has been examined as per rules and found suitable as per proposal drawing building Bylaws-2008 (Amended till-2018)

Date of Validity: 06 Feb 2027 or Expiry date of lease deed whichever is earlier

Restrictions Required:

1. This permission is given based on the inputs on pages, documents and drawing provided by Applicant/ Architect. Applicant/ Architect confirms that the documents/ drawings submitted electronically or inputs by them are correct.
2. The permission accorded does not confer any ownership rights. The permission will be revoked at later stage, if it is found that the documents or information are false and fabricated.
3. Subject to obtaining of all required NOC s.

STANDARD CONDITIONS

1. This map is valid up to five years from the date of approval.
2. Before commencement of construction information shall be given to the Authority and after completion of construction, Completion Certificate shall be obtained from the Authority before occupying of the building or part thereof as per provision of Building Bye Laws 2008 (as amended 2011/2016).
3. Before starting of construction, a board 4 ft x 3 ft shall be put up at the site on which Name of approving Authority, permit number, approval date, validity date and name of architect are to be mentioned.
4. Responsibility of Structure safety and quality shall be of Applicant.

5. Government Orders in force time to time shall be complied.
6. If approving Authority issue any demand letter in future, the applicant has to deposit the same without any objection.
7. If any dispute at any point of ownership arises in future, the permission shall be forfeited automatically (without giving any show cause notice) The approval of map does not give land rights to the applicant.
8. If any information is concealed or given wrong by the applicant, the map shall be cancelable.
9. Regarding construction, the standard/conditions specified in the Building Bye-Laws shall be implemented.
10. The building will be used only for which it is sanctioned.
11. Indian Electricity Rules shall not be violated and the conditions mentioned on NOC(s) issued by the different departments shall also be followed.

Next Application Process:

- Apply for Work start intimation on work start for intimation to authority from UPOBPAS
- Apply for Plinth Completion after completion of Plinth from UPOBPAS
- Apply for Occupancy after completion of Building through UPOBPAS.

NGT CONDITIONS

- 1) Owner shall put tarpaulin on scaffolding around the area of construction and the building. No person including owner, owner can be permitted to store any construction material particularly sand on any part of the street, roads in any colony.
- 2) The construction material of any kind that is stored in the site will be fully covered in all respects so that it does not disperse in the air in any form.
- 3) All the construction material and debris shall be carried in the trucks or other vehicles which are fully covered and protected so as to ensure that the construction debris or the construction material does not get dispersed into the air or atmosphere, in any form whatsoever.
- 4) The dust emissions from the construction site should be completely controlled and all precautions taken in that behalf.
- 5) The vehicles carrying construction material and construction debris of any kind should be cleared before it is permitted to ply on the road after unloading of such material.
- 6) Every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris shall be provided with masks to wear for protection of

construction material and construction debris shall be provided with mask to prevent inhalation of dust particles

- 7) Owner shall be under obligation to provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relating to dust emission.
- 8) It shall be the responsibility of owner to transport construction material and debris waste to construction site, dumping site or any other place in accordance with rules and in terms of this order.
- 9) All owners/owners should take appropriate measures and strictly comply with: by fixing sprinklers and creations of green air barriers on construction site. Compulsory use of wet-jet in grinding and stone cutting.
- 10) Wind breaking walls around construction site.
- 11) All owners shall ensure that C&D waste is transported and disposed to the C&D waste site only and due record in that behalf shall be maintained by the owners and transporters.
- 12) Use of covering sheets should be done for trucks to prevent dust dispersion from the trucks, implemented by district offices.
- 13) Proponent shall ensure that periodical auto maintenance report from the contractor to avoid vehicular pollution.
- 14) Proponent should manage transportation route for vehicles in a well-planned manner to avoid traffic havocs.
- 15) The entry and exit points design is very important as it should not disturb the existing traffic.
- 16) Inspection & Maintenance has definite ability on emission performance, Regular vehicle inspection to be done by the contractor to enhance the efficiency of work and to reduce the risk of unwarranted air pollution.
- 17) Fitness certification is a statutory requirement for commercial vehicles and public transport vehicles. Periodicity for certification is once in a Year.
- 18) Pollution Under Control (PUC) certificates are required to be obtained every three months for all categories of vehicles. In case of diesel vehicles, free acceleration smoke is measured.
- 19) Life of vehicle should be inspected to avoid further air pollution.
- 20) Overloading is another big challenge and the shall be dealt by the proponent as well as State

Authorities by installing check booth at entry points.

- 21) Viable emission control technologies exist to reduce diesel exhaust emissions designed to control particulate matter (PM) should be installed/used such as Diesel oxidation catalysts (DOCs), Diesel particulate filters (DPFs), Exhaust gas recirculation (EGR), Selective catalytic reduction (SCR), Lean NOx catalysts (LNCs), Lean NOx traps (LNTs).
- 22) Green belt creation will also act as a mitigating factor.

SPECIAL CONDITIONS :

NA

Signature valid
Digitally signed by ASHISH KUMAR
DN: cn=07 Feb 2022 10:14:59
Organization= Ghaziabad Development Authority
Designation= Chief Engineer and Town Planner



GHAZIABAD DEVELOPMENT AUTHORITY