

(3) चालन अनुझप्ति संख्या इस अनुज्ञप्ति के घारक को निमालिखित जारी किये जाने की विशिद्ध वर्ण के वाहनों को भारत में सर्वत्र वलाने की अनुइस्ति दी जाती है। अमुजापन प्राधिकारी के बिना गियर वाली मोटर साइकिल हेस्तादार, ओर पंदल्लीन गियर वाली मोटर साइकिल 11/10 40015 Jumy 1/1605 इत्तरीलिंड गाडी > १५/५-अस्यायो पता/कार्यालय प्रहा (यदि कोई हो परिवहने यान मध्यम् यात्री वाह्यम् 🗸 🗥 ए अनुप्राप्ति परिवहन यान के अतिरिक्त 明明 前,高水水平 对高水水平 संचातित करने की अनुमति वैद्यता श्रेणता परिवहन गान चलाने, की अनुवास निविसास्य है। शार्म्य एक्टर

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- पर परितय एक अकलार्याच है तक शरियलका में प्रवेक वाली जनक सुन्धा कर्मियों इंग्र मांच करते पर इसकी विद्याना आवश्यक है। इन प्रिकट प्रसन्दर्शन कर का होई स्रोह की दिख्यों में सुरुष्ट रिवेचान



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'आयुक्तर विमाण NUMBER DESIGNATION

भारत सरकार GOVI OF INDIA

SHREF HARI DANIER LIMITED

92/06/1999

Permonent Account number

AAHCS5311E



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SELECTION SECURETAL VALUE KAMLA PRASAD SRIVASTAVA

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Ashok Mars. Lucknew.

Housing Polloy and subsequently executed Development Agreement petween 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 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) 'Lead Member' means the member of the Consortium who has been designated so by other members of the Consortium as per the eligibility criteria laid down for registration of Private Developers for implementation of Samajwadi Awas Yojna and also authorised to take the lead in the management of the Consortium's affairs;
- (f) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- (g) '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.
- (h) 'Net worth' means as defined under section -2 of (29-A) of the Companies Act, 1956/2013;
- (i) 'Private Developers' means an individual, 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 and to whom a license has been granted by the Authority:
- (j) 'Scheme' means the proposed housing scheme for which the Applicant intends to register as Private Developer in Awas Bandhu Uttar Pradesh.

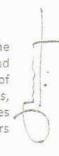
1.2 Interpretation

- (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 government 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 the 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.

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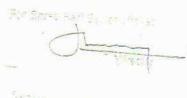
2. Purpose of Consortium MoU

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



FOR BEST TIE-UP PRIVATE LIMITED

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FOR GRAND VYAPAAR PRIIMTE LIMITED

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of all poligations by the Members concerning the completion of the

Coordinator

- 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 Shree Hari Barter Ltd. 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.
- For the purpose of this MoU, the Lead Member shall be the single 4.2 point of contact for the Authority and shall have the overall responsibility of the management of the Scheme and shall have single point reasonability for ensuring that all Members of the Consortium are complying with the terms and conditions set out in
- All instructions/communications from the Authority to the Lead 4.3 Member shall be deemed to have been duly provided to all the Members of the Consortium.
- For the avoidance of doubt it is hereby clarified that the all Members 4.4 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.

Rights and obligations 5.

- 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
- The Lead Member shall be responsible for the transmission of any 5.2 documents and information connected with the Scheme to the Members concerned.



- 8.1 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 to 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 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.

FOR BEST TIE-UP PRIVATE LIMITED

DIRECTOR

OF GRAND VYAPAAR PRIVATE LIMITED

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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 Lucknow.

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

12. Termination of Consortium MoU

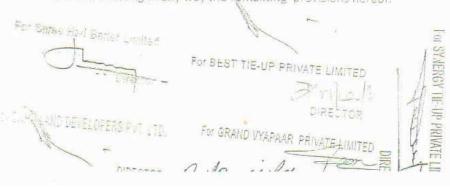
This Consortium MoU may be terminated upon the arrival of the first of following events: -

- 12.1 Rejection of the application for registration as 'Private Developer' by the Awas Bandhu, Uttar Pradesh.
- 12.2 Upon exit from the Scheme subject to terms and conditions of the Samajwadi Awas Yojna and Affordable Housing Policy.
- 12.3 Upon completion of the Scheme.

13. Miscellaneous

13.1 This MoU supersedes all prior discussions and agreements (wither 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.



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- 18.2 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.
- 13.5 Any Member including the Lead Member of the Consortium may be changed with the prior approval of Awas Bandhu, Uttar Pradesh subject to fulfillment 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 Awas Bandhu, Uttar Pradesh.
- 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 Awas Bandhu, Uttar Pradesh.

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

Common Seal of ...has been affixed in my presence pursuant to the Board of Directors resolution dated......

Signature..... Name – Jai Vilas Dubey Designation – Director

Signature..... Name – Neeraj Kumar Sahu Designation – Member

Signature And A Name – Lavkush Tripathi Designation - Director

FOR BEST TIE-UP PRIVATE LIMITED

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DIRECTOR

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For SYMERGY THE-UP PRIVATE LIMITED

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Name - Ram Gopal Designation - Director Signature..... Name - Rajesh Kumar Dixit Designation - Director Between del Signature..... Name - Bihari Lal Designation - Member For and on behalf of Lead Member : Name - Jai Vilas Dubey Designation - Director Seal :..... Witnesses: मस्तिव लजनक दिवास प्राधिकरण Signature Name - Sanjay Srivastava S/o Late Kamla Prasad Srivastava Address - C-.....Indira Nagar, Lucknow. Signature Sull Name - Sudhir Shukla Address - L1/352, Priyadarshini Colony, Sitapur Road, Lucknow Typed by: CNL Manoj Singh Civil Court, Lucknow Civil Court, Lucknow For Shrep Hending FOR BEST TIE-UP PRIVATE LIMITED Buharidal

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FORMAT - 2 Consortium MoU

Refer Para-2.1 (II) and (III)

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this 26th day of the month of August, 2015, by and among:

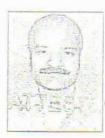
- SHRI HARI BARTER LIMITED a Company registered under the Companies Act, 1956 through Authorized Signatory Jai Vilas Dubey S/o Shri Ram Vilas Dubey, having their principal place of business at Room No. 105, 1st floor Prince Complex, Hazratganj, Lucknow, which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;
- SAHU LAND DEVELOPERS PVT. LTD. a Company registered under the Companies Act, 1956 through Authorized Signatory Neeraj Kumar Sohu S/o Late Shiv Norain Sahu having their principal place of business at 8-46, J Park Mahanagar Extension, Lucknow having authority to design, develop, construct, sell, operate, negotiate, transfer & maintain the properties of all others consortium members which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART:

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- Mr. NEERAJ KUMAR SAHU a person 5/o Late Shiv Narain Sahu having their principal place of business at 35-A, Friends Colony, Gokhley Marg, Lucknow which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;
- 4. BEST TIE-UP PVT. LTD. a Company registered under the Companies Act, 1956 through Authorized Signatory Lavkush Tripathi S/o Shri Kailash Nath Tripathi having their principal place of business at B-46, J Park, Mahanagar Extension, Lucknow which expression shall unless repugnant to the context thereof include his Successors, of the FOURTH PART;
- 5. GRAND VYAPAR PVT. LTD. a Company registered under the Companies Act, 1956 through Authorized Signatory Ram Gopal S/o Late Chunni Lal having their principal place of business at B-46, J Park, Mahanagar Extension, Lucknow which expression shall unless repugnant to the context thereof include his Successors, of the FIETH PART;
- 6. SYNERGY TIE-UP PVT. LTD. a Company registered under the Companies Act, 1956 through Authorized Signatory Rajesh Kumar Dixit S/o Late Raj Narain Dixit having their principal place of business at B-46, J Park, Mahanagar Extension, Lucknow which expression shall unless repugnant to the context thereof include his Successors, bot the SIXTH PART:

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DIRECTOR FOR SYNERGY TIE-UP PRIVATE LIMITED

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BIHARI LAL a person S/p Late Dayaram having their principal place
of business at Village and Post - Cherol, purks. Barabanki, which
expression shall unless repugnant to the context thereof include his
Successors, of the SEVENTH PART;

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

WHEREAS

- (a) The Members intend to register as Private Developer under category(A/B/C/D) in Awas Bandhu, Uttar Pradesh for implementation of Samajwadi Awas Yojna under the Affordable Housing Policy issued vide G.O. No. 74/3492/Eight -1-14-34 Meeting / 14 dated 12th December, 2014 and G.O. No. 73/2965/Eight 1-14-34 Meeting / 2014, dated 12th December, 2014, respectively (as amended from time to time).
- (b) The members have agreed to join hands in the form of a Consortium to provide and financial, technical, managerial and other services for the said Scheme on the terms and conditions as set forth in this MoU:.

NOW, THEREFORE, this MoU witnesses as follows : -

In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged 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 there respective defined meaning and / or shall have the meanings specified in the Afordable



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- The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.
- Each Member shall use reasonable efforts to perform and fulfill, promptly, actively an on time, all of its obligations under this MoU.
- Responsibilities towards each other 6.
- 6.1 (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 communication it receives from third parties in relation to the Scheme.
 - (c) 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.
 - (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.

Liabilities 7.

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.

Indemnification of a Member for each other: 7.2 Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

Liability towards Third Parties : 7.3 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.

Representation and warranties



দিংকিত হয় , ইন বিভাগ কুট চাটাংলা চাইচাত সাল Ville Date विद्या का नाम । राक्त विद्याम हुई ः Fithers Name : Aim Villes Dube Ring / Ses : 1554 Male

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विका का साम े : स्व कमला प्रसाद श्रीदासकर Father's Name Late Kamis Praces Shivestein

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एवा - म.सं.स 1348/2, ए बहाल इन्दिरा नगर.

กระที่กากปกล, ให้หญ่-พบคร โรกหัฐ -226018

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