

IV-438/2011

282



उत्तर प्रदेश UTTAR PRADESH

K 675751

ATTACHED WITH THE MEMORANDUM
OF AGREEMENT DATED
BETWEEN :-

- (1) SHUBHKAMNA BUILDTech (PVT) LTD.
- (2) RUDRA BUILDWELL PROJECTS (PVT.) LTD.
- (3) JSS BUILDCON (PVT.) LTD.

For Shubhkamna Buildtech Pvt. Ltd

[Signature]
Managing Director

JSS BUILDCON PRIVATE LIMITED

[Signature]

Director

For Rudra Buildwell Projects Private Limited

[Signature]

Director

28 MAR 2011

(21)

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उत्तर प्रदेश UTTAR PRADESH

AN 598222

ATTACHED WITH THE MEMORANDUM
OF AGREEMENT DATED

BETWEEN

- (1) SHUBHKAMNA BUILDTech (PVT.) LTD.
- (2) RUDRA BUILDWELL PROJECTS (PVT.) LTD.
- (3) JSS BUILDCON (PVT.) LTD.

For Shubhkamna Buildtech Pvt. Ltd.

Divakar Man
Managing Director

JSS BUILDCON PRIVATE LIMITED

[Signature]
Director

For Rudra Buildwell Projects Private Limited

[Signature]

Director

(212)

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फौस रजिस्ट्री

नकल व प्रति शुल्क

व्योप

शब्द लगभग

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घनश्याम दत्त

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197-ई पोकेट-4 मयूर विहार फेस-1 दिल्ली-91

दिनांक 1/4/2011

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वर्ज निवन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राज बहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

निष्पादन लेखपत्र वाद सुनने व समझने मजामून

प्रथम पक्ष

द्वितीय पक्ष

1/4/2011

मै० शुभकामना बिल्डटेक प्रा०लि० द्वारा आय०

दिवाकर शर्मा

पुत्र श्री घनश्यामू दत्त

देशा व्यापार

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दिल्ली-91

गै० रुद्र बिल्डवेल प्रोजेक्ट्स प्रा०लि० द्वारा आय०

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पेशा व्यापार

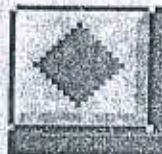
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पुत्र श्री सुदामा सिंह यादव

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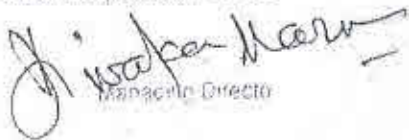
उत्तर प्रदेश UTTAR PRADESH

AN 598223

ATTACHED WITH THE MEMORANDUM
OF AGREEMENT DATED
BETWEEN

- (1) SHUBH KAMNA BUILDTech (PVT.) LTD
- (2) RUDRA BUILDWELL PROJECTS (PVT.) LI
- (3) JSS BUILDCON (PVT.) LTD.

For Shubh Kamna Buildtech Pvt. Ltd.


Manoj Kumar
Managing Director

JSS BUILDCON PRIVATE LIMITED


Director

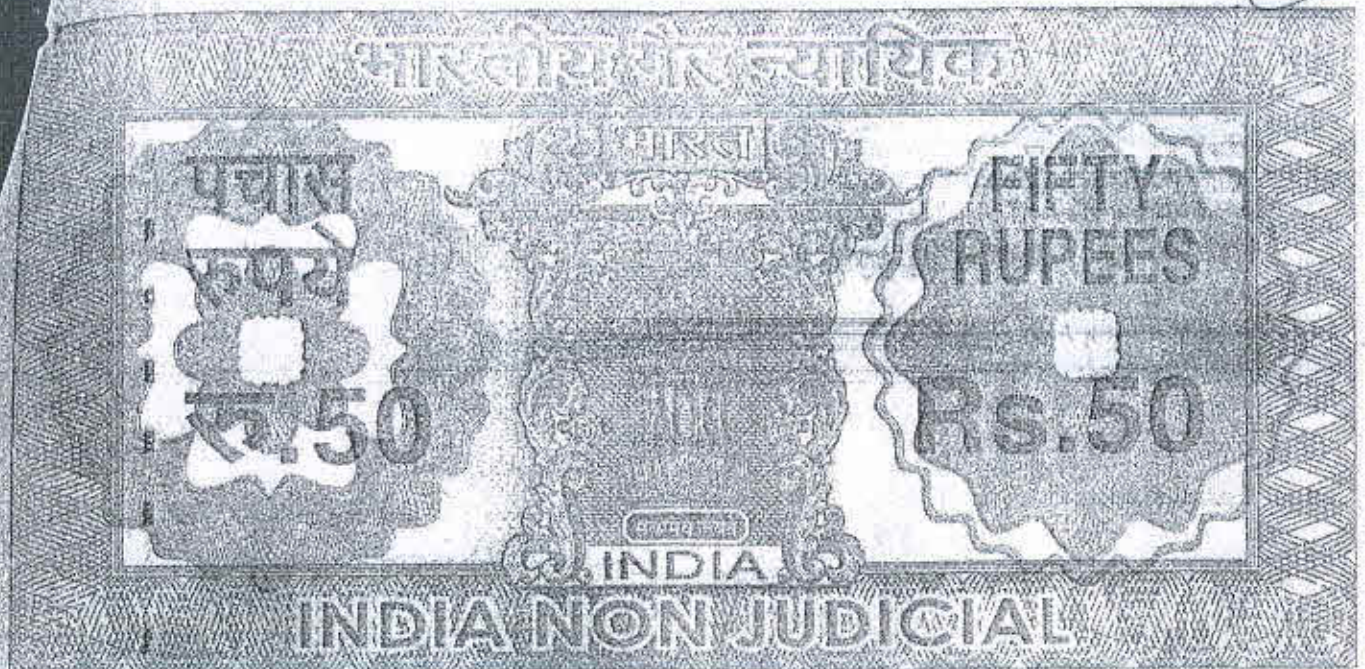
For Rudra Buildwell Projects Private Limited


Director

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1/4/2011





उत्तर प्रदेश UTTAR PRADESH

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ATTACHED WITH THE MEMORANDUM
OF AGREEMENT DATED
BETWEEN:

- (1) SHUBHKARMA BUILDTech(P) LTD.
- (2) RUDRA BUILDWELL PROJECTS (P) LTD.
- (3) JSS BUILDCON (P) LTD.

For Shubhkarma Buildtech Pvt. Ltd

[Signature]
Managing Director

For Rudra Buildwell Projects Private Limited

[Signature]

Director

JSS BUILDCON PRIVATE LIMITED

[Signature]
Director

(216)

28 MAR 2011

कम सो 36 स्टाम्प दिनांक
स्टाम्प के वर प्रमाणित
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स्टाम्प की धन रा
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क्रमांक 90/01 अथर्व 31.3.20

पोस्ट गौतम बुद्ध नगर
दिल्ली सीमा 15000/-

प्रथम पक्ष

Registration No.: 438

Year: 2011

Book No. 4

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197-ई पोस्ट-4 मयूर विहार फेस-1 दिल्ली-91

व्यापार



Memorandum of Agreement

This Memorandum of Agreement (M.O.A.) is made on this 1st April, 2011 at Noida

AMONG

M/S Shubhkamna Buildtech Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at 197-E, Pocket-IV, Mayur Vihar Phase-I, Delhi – 110 091, "Lead Member" of the Consortium herein represented by its Managing Director, Shri Diwakar Sharma duly authorized by the Board of Directors of the Company (hereinafter called the First Party).

AND

M/S Rudra Buildwell Projects Pvt. Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at D-53, Okhla Phase-I, New Delhi – 110 019, which is a Special Purpose Company (SPC) of M/S Shubhkamna Buildwell Pvt Ltd., M/S Supertech Ltd. and M/S Surya Merchants Pvt. Ltd. herein represented by its Managing Director Shri Mukesh Khurana N. J. Thomas duly authorized by the Board of Directors of the Company (hereinafter called the Second Party).

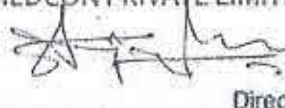
AND

M/s JSS Buildcon Pvt. Ltd. a Company incorporated under the Companies Act, 1956 having its office at H. No.-395, Gali No.-32-D, Moardund Badarpur, New Delhi-110 044. "Relevant Member" of the Consortium herein represented by Shri Sanjay Yadav, Director duly authorized by the Board of Directors of the Company (hereinafter called the Fourth Party).

For Shubhkamna Buildtech Pvt. Ltd.


Managing Director

JSS BUILDCON PRIVATE LIMITED


Director

For Rudra Buildwell Projects Private Limited


Director

915

द्वितीय पक्ष

Registration No. : 438

Year : 2011

Book No. : 4

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डी-53 ओखला फेस-1 नई दिल्ली

व्यापार



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395 गली न0-32डी मोलड चंद एक्स0 नई दिल्ली

व्यापार



प्रकाशित 2011 ई.

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The Parties are individually referred to as party and collectively as parties.

WHEREAS the Greater Noida Industrial Development Authority had invited applications from interested parties for developing Group Housing Plots in their territory for a plot area of approximately 81,800 sq meter.

In response to the above, tender was submitted by a Consortium consisting of:-

1. Shubhkamna Buildtech Pvt. Ltd. (Lead Member)
2. JSS Buildcon Private Limited (Relevant Member)
3. Supertech Estate Pvt. Ltd (Relevant Member)
4. Surya Merchants Ltd. (Relevant Member)

had applied for and was allotted Plot No. GH-02, Sector-1, Greater Noida vide Allotment Letter PROP/BRS-03/2010/1729 dated 18-08-2010.

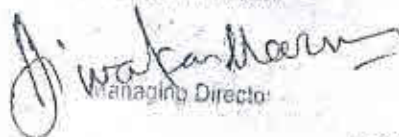
As per the Site Plan of the Group Housing Plot No. GH-02, Sector-1, Greater Noida the area of the plot is 81,800 sq meters.

As per the Minutes of the Consortium on 24th March, 2011, it was decided that the total area of the Plot No. GH-02, Sector-1, Greater Noida which is 81,800 sq meters will be demarcated into 3 parts amongst the Consortium Members as per the details given below:-

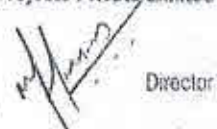
- I. Shubhkamna Buildtech Pvt. Ltd. will develop project on 41 % of the total area and the plot will be numbered as GH-02A, Sector-1, Greater Noida.
- II. Rudra Buildwell Projects Pvt. Ltd., SPC of Shubhkamna Buildtech Pvt. Ltd. (owned 90% shares in SPC), Supertech Estate Pvt. Ltd. (owned 5% shares in SPC) and Surya Merchants Ltd. (owned 5% shares in SPC) will develop project on 41 % of the total area and the plot will be numbered as GH-02B, Sector-1, Greater Noida.
- III. JSS Buildcon Private Limited will develop project on 18 % of the total area the plot will be numbered as GH-02C, Sector-1, Greater Noida.

WHEREAS all parties of the Consortium do hereby consent and accord no objection to the sub-division of the Builders Residential/ Group Housing Plot No. GH-02 situated at Sector-1, Greater Noida measuring area approx 81800.00 sq.m. allotted by Greater Noida Industrial Development Authority (GNIDA) vide its allotment letter bearing No: PROP/BRS-03/2010/1729 pursuant to clause C-8(e) of the brochure/bid document in the following parts:-

For Shubhkamna Buildtech Pvt. Ltd.


Managing Director

For Rudra Buildwell Projects Private Limited


Director

JSS BUILDCON PRIVATE LIMITED


Director

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(Authorized Signatory)

(Director) JSS BUILDCON PVT. LTD. (Director)
For JSS Buildcon Pvt. Ltd.

Executed By:-
For Shubhkamna Buildtech Pvt. Ltd. Managing Director
For Rudra Buildwell Projects Pvt. Ltd. Director
For Rudra Buildwell Projects Private Limited

Further, any of the above stated members of the consortium are hereby authorized to furnish this consent/no objection certificate to Greater Noida Industrial Development Authority and to submit such other necessary documents and to do such other things required to give effect to the stated sub-division. In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOA to be duly executed on the date and year above mentioned.

S.No.	Name of the Lead/ Relevant Member/ SPC	Proposed Sub Divide	Share
1.	M/S SHUBHKAMNA BUILDTech PVT. LTD. (LEAD MEMBER)	GH-02A, Sector-1, Greater Noida	41 %
2.	M/S RUDRA BUILDWELL PROJECTS PVT. LTD., SPC owned by M/S Subhkamna Buildtech Pvt. Ltd., M/s Supertech Estates Pvt. Ltd. And M/s Surya Merchants Ltd. (SPC)	GH-02B, Sector-1, Greater Noida	41 %
3.	M/S JSS BUILDCON PVT. LTD. (RELEVANT MEMBER)	GH-02C, Sector-1, Greater Noida	18 %

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आज दिनांक 01/04/2011 को

बही सं. 4 जिल्द सं. 230

पृष्ठ सं. 323 से 336 पर कमांक 438

रजिस्ट्रीकृत किया गया।

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर



(राज बहादुर सिंह)

उपनिबन्धक सदर

गौतमबुद्धनगर

1/4/2011





उत्तर प्रदेश UTTAR PRADESH

M 890177

Memorandum of Agreement

This Memorandum of Agreement (MOA) is made on this 14th day of July, 2010 at NOIDA amongst the following, namely:-

M/S Shubhkamna Buildtech Private Limited, a Company incorporated under the Companies Act, 1956 having its office at 197-E, Pocket-V, Mayapuri Vihar Phase-I, Delhi - 110 091, herein represented by its Director Shri Diwakar Sharma duly authorized by the Board of Directors of the Company (hereinafter called the First Party).

AND

M/S JSS Buildcon Pvt. Ltd., a Company incorporated under the Companies Act, 1956 having its Regd. Office at H. No.-395, Gali No.32-D, Meerhand, Badarpur, New Delhi - 110 044 herein represented by its Director Shri Sanjay Yadav duly authorized by the Board of Directors of the Company (hereinafter called the Second Party).

AND

M/S Supertech Estate Pvt. Ltd., a Company incorporated under the Companies Act, 1956 having its Regd. Office at 1114, Hemkunt Chambers, 89, Nehru Place, New Delhi - 110 019 herein represented by its Authorised Signatory Shri N.J. Thomas duly authorized by the Board of Directors of the Company (hereinafter called the Third Party).

AND

M/s Surya Merchants Ltd., a Company incorporated under the Companies Act, 1956 having its Regd. Office at 1010, Faiz Road, Karol Bagh, New Delhi 110 005 herein represented by Shri K.G. Arora, Director duly authorized by the Board of Directors of the Company (hereinafter called the Fourth Party).

For Shubhkamna Buildtech Pvt. Ltd.

Diwakar Sharma
Director

For Supertech Estate Pvt. Ltd.

N.J. Thomas
Authorised Signatory

For SURYA MERCHANTS LTD.

K.G. Arora
Director/Auth. Signatory

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which terms and expressions shall unless expressly excluded by the subject or context thereof mean and include their respective legal heirs, nominees, successors, executors, administrators, representatives and assigns, provide and stipulate as under:-

Whereas:

The Greater Noida Industrial Development Authority (GNIDA) has invited tenders for Plot No. GH-02 in Sector-1, Greater Noida ("Property") and proposed to provide the same on leasehold basis for 90 years for the development of a group housing project on the same (hereinafter called the Project).

And for the above said Project, the parties have decided to execute this Memorandum of Agreement (MOA) for developing and marketing the Project at above said Group Housing Plot.

IT IS HEREBY MUTUALLY AGREED AND DECLARED BETWEEN THE PARTIES AS FOLLOWS:-

1. That the Parties hereto each take a stake in the Special Purpose Company/Firm for development and marketing of the Project in the ratio of as envisaged in the memorandum of agreement.
2. The roles and share of each Party in the Consortium shall be as follows:-

Name of Member	Role	Shareholding
M/S Shubhkamna Buildtech Pvt. Ltd.	Lead Member	72%
M/S JSS Buildcon Pvt. Ltd.	Member	18%
M/S Supertech Estate Pvt. Ltd.,	Member	5%
M/s Surya Merchants Ltd.	Member	5%

The Parties shall together until the completion of one phase of the Project at all times hold at least 51% of the shareholding and voting rights of the SPC/Firm/. Further, the Lead Member of the Consortium shall have at least 26% stake in the shareholding in the SPC/Firm till completion of one phase of the Project.

3. The role & responsibilities of the Parties in the Consortium shall be as follows:-

M/S Shubhkamna Buildtech Private Limited

- To take on the duties and responsibilities of the 'Lead Member' as defined by Greater Noida Industrial Development Authority under the bid application for the property;
- Preparation and submission of the proposal for the Project including all discussion and negotiations with Greater Noida Industrial Development Authority as may be required;
- Furnishing all statements, documents, information and data as may be required by Greater Noida Industrial Development Authority;
- Overall responsibility for planning, development, construction, implementation, operations, marketing and management of the Project;
- Leading the efforts to ensure that SPC/Firm arranges entire debt and equity for achievement of the financial requirements;
- To ensure compliance by the SPC/Firm and the Consortium with the terms and conditions on which the Property would be leased by Greater Noida Industrial Development Authority, the rules and regulations framed by Greater Noida Industrial

Shubhkamna Buildtech Pvt. Ltd.

Supertech Estate Pvt. Ltd. SURYA MERCHANTS LTD

[Signature]
Director

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

(21)

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

It is well known that this function is the arctangent function, i.e. $f(x) = \arctan x$.

2. In the second part, we consider the function $g(x)$ defined by the equation

$$g(x) = \int_0^x \frac{t}{1+t^2} dt$$

It is easy to see that this function is the logarithm of the square of the square root of $1+x^2$, i.e. $g(x) = \frac{1}{2} \ln(1+x^2)$.

3. In the third part, we consider the function $h(x)$ defined by the equation

$$h(x) = \int_0^x \frac{t^2}{1+t^2} dt$$

It is easy to see that this function is the difference between the logarithm of the square of the square root of $1+x^2$ and the arctangent function, i.e. $h(x) = \frac{1}{2} \ln(1+x^2) - \arctan x$.

4. In the fourth part, we consider the function $k(x)$ defined by the equation

$$k(x) = \int_0^x \frac{t^3}{1+t^2} dt$$

It is easy to see that this function is the difference between the logarithm of the square of the square root of $1+x^2$ and the arctangent function, i.e. $k(x) = \frac{1}{2} \ln(1+x^2) - \arctan x$.

5. In the fifth part, we consider the function $l(x)$ defined by the equation

$$l(x) = \int_0^x \frac{t^4}{1+t^2} dt$$

It is easy to see that this function is the difference between the logarithm of the square of the square root of $1+x^2$ and the arctangent function, i.e. $l(x) = \frac{1}{2} \ln(1+x^2) - \arctan x$.

6. In the sixth part, we consider the function $m(x)$ defined by the equation

$$m(x) = \int_0^x \frac{t^5}{1+t^2} dt$$

It is easy to see that this function is the difference between the logarithm of the square of the square root of $1+x^2$ and the arctangent function, i.e. $m(x) = \frac{1}{2} \ln(1+x^2) - \arctan x$.

7. In the seventh part, we consider the function $n(x)$ defined by the equation

$$n(x) = \int_0^x \frac{t^6}{1+t^2} dt$$

It is easy to see that this function is the difference between the logarithm of the square of the square root of $1+x^2$ and the arctangent function, i.e. $n(x) = \frac{1}{2} \ln(1+x^2) - \arctan x$.

Development Authority applicable to the Property ('Greater Noida Industrial Development Authority Rules');

- For securing all approvals and permissions that may be required in respect of the Project;
- To make investment by introduction of capital in SPC/Firm;

M/S JSS Buildcon Pvt. Ltd.

- Assisting the SPC/Firm with its project management expertise and manpower resources as may be reasonably required for implementation of the Project;
- Assisting the SPC/Firm in all acts as directed by the Lead Member for the implementation of the Project;
- Providing the SPC/Firm with requisite expertise and domain knowledge necessary human and technical resources for the purpose of execution/construction of the Project;
- To do all acts as directed by the Lead Member for the implementation of the Project;
- Furnishing all statements, documents, information and data as may be required by Greater Noida Industrial Development Authority;
- Assisting the SPC/Firm in all other aspects as may be reasonably required for planning, development, construction, implementation, operations, marketing and management of the Project;
- Providing the SPC/Firm with requisite expertise and domain knowledge for the purpose of execution/construction of the Project;
- To make investment by way of equity/capital in the SPC/Firm;

M/S Supertech Estate Pvt. Ltd.

- To provide all such support as may be necessary for the implementation of the Project;
- Furnishing all statements, documents, information and data as may be required by Greater Noida Industrial Development Authority;
- Making its expertise in the real estate sector available for the benefit of all aspects of the Project including planning, development, construction, implementation, operations, marketing and management of the Project;
- Providing the SPC/Firm with requisite expertise and domain knowledge for the purpose of execution/construction of the Project;

M/s Surya Merchants Ltd.

- To provide all such support as may be necessary for the implementation of the Project;
- Furnishing all statements, documents, information and data as may be required by Greater Noida Industrial Development Authority;
- Making its expertise in the real estate sector available for the benefit of all aspects of the Project including planning, development, construction, implementation, operations, marketing and management of the Project;
- Providing the SPC/Firm with requisite expertise and domain knowledge for the purpose of execution/construction of the Project

4. There shall be no change in the Consortium during the execution and till the implementation of one phase of the Project except as may be allowed or agreed by the Greater Noida Industrial Development Authority. The parties shall take all necessary steps to implement the Project expeditiously. The Parties, led by the Lead Member of the Consortium, shall be jointly and severally responsible to Greater Noida Industrial Development Authority for the execution and implementation of the Project including for arranging required debt and equity and other fiscal, managerial and technical resources for the Project.

For Shubhkamna Buildtech Pvt. Ltd.

Divakar K...
Director



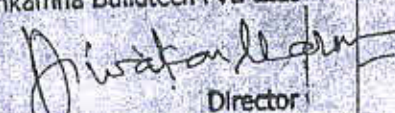
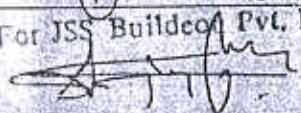
For Supertech Estate Pvt. Ltd.

For SURYA MERCHANTS LTD

Director/Auth. Signatory

5. If further funds are required, the Parties shall agree on the manner in which and the terms on which any further funds required for the Project shall be contributed or borrowed.
6. In consideration of the funding and expertise to be provided by the members, they would be entitled to receive the returns arising from the implementation of the Project in proportion to their shareholdings in the SPC/Firms. The parties agree to adopt such mechanisms for distributing returns to the members as are permissible under law.
7. None of the members shall transfer their holding in the SPC/Firm until the completion of one phase of the Project unless otherwise allowed or agreed by Greater Noida Industrial Development Authority and subject to the same being permitted by Greater Noida Industrial Development Authority. The Parties shall agree on such other restrictions on transfer of their holding of the SPC/Firm as per standard for a transaction of this nature.
8. The MOA shall be governed by the laws of Republic of India and the courts in NOIDA shall have jurisdiction with reference to all matters arising out of the MOA.
9. That the Parties hereto have agreed to abide by the terms and conditions of the Brochure of the Scheme BRS-03/2010 and the corrigendum issued in this regard by Greater Noida Industrial Development Authority.

In Witness whereof the parties hereto have set and subscribed their respective hands on this MOA on the day, month and the year written hereinabove in the presence of the following witness:-

SIGNED AND DELIVERED BY	SIGNATURES
For Shubhkamna Buildtech Pvt. Ltd. By its Managing Director Shri Diwakar Sharma	For Shubhkamna Buildtech Pvt. Ltd.  Director
For JSS Buildcon Pvt. Ltd. By its Director Shri Sanjay Yadav	For JSS Buildcon Pvt. Ltd.  For Supertech Estate Pvt. Ltd. Director
For Supertech Estate Pvt. Ltd. By its Authorised Signatory Shri N.J. Thomas	 Authorised Signatory
For Surya Merchants Ltd., By its Director Shri K.G. Arora	For SURYA MERCHANTS LTD  Director/Auth

WITNESSES:-

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ATTESTED

TANVEER AHMAD
Advocate (Notary Public)
NOIDA G. B. Nagar (U.P.)

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