

उत्तर प्रदेश UTTAR PRADESH

EG 576442

Consortium MoU

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this 05th day of the month of October 2018, by and among:

1. **M/s Mahaluxmi Buildtech Limited** a Company registered under the Companies Act, 1956/2013 through Authorized Signatory (**Mr. Rohit Aggarwal**) having their principal place of business at **C1/C2, Mahaluxmi Metro Tower, Sector-4, Vaishali, Ghaziabad-201010** which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;
2. **M/s East View Developers Pvt. Ltd.** a Company registered under the Companies Act, 1956/2013 or affirm or a person through Authorized Signatory (**Mr. Rajender Singh**) having their principal place of business at **B-7, Surajmal Vihar, New Delhi - 110092** which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;
3. **M/s Sethi Buildwell Pvt. Ltd.** a Company registered under the Companies Act, 1956/2013 or affirm or a person through Authorized Signatory (**Mr. Atul Kumar**) having their principal place of business at **Sethi Group, 2nd Floor, Angel Mega Mall, Kaushambi-Ghaziabad** which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;



For East View Developers Pvt. Ltd.

RSingh
Authorized Signatory

For SETHI BUILDWELL (P) LTD

Atul Kumar
Authorized Signatory

क्रिम संख्या.....तोय.....

स्टाम्प क्रय करने का प्रयोजन.....

स्टाम्प केता का नाम व पूरा पता.....

स्टाम्प का वस्तुस्थिति.....

अरविन्द गोयल - स्टाम्प विक्रेता

नार्डमैस नम्बर 15

नार्डमैस का अवधि 31 मार्च 20

अंतरण विलेख(चलु संपत्ति)

फोटो नं० १ तद्वर्गीकृत कम्पाउण्ड, गाजियाबाद

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

श्री मैसर्स महालक्ष्मी बिल्डटैक लि० द्वारा

रोहित अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि

पुत्र श्री राजेन्द्र कुमार गुसा

व्यवसाय: अन्य

निवासी: सी 1/सी 2 महालक्ष्मी मेट्रो टावर से 0 4 वैशाली गा०बाद



श्री, मैसर्स महालक्ष्मी बिल्डटैक लि० द्वारा

रोहित अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक

05/10/2018 एवं 03:29:55 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा लविकुमार एस०

उप निबंधक :सदर द्वितीय

गाजियाबाद

05/10/2018

विनीत कुमार लिपिक

कनिष्ठ सहायक (निबंधन) - नियमित



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

NOW, THEREFORE, this MoU witnesses as follows:-

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

1. Definitions and interpretations

1.1 Definitions

Capitalized terms used in this MoU shall have their respective defined meanings, and/or shall have the meanings specified in the Policy issued vide G.O. No- **1132/आठ-1-18-106 विविध/2018** dated **12.07.2018** and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

- (a) 'Applicant' means the Consortium Applicant;
- (b) 'Authority' means the Uttar Pradesh Housing and Development Board or the Development Authority or the Special Area Development Authority or Industrial Area Development Authority or the Controlling Authority or any other authority designated by the Government of Uttar Pradesh, as the case may be;
- (c) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- (d) 'Consortium' means the Consortium formed between the Members in accordance with this MoU;
- (e) "Government Agency" means Development Authority constituted under Uttar Pradesh Urban Planning and Development Act, 1973 or Uttar Pradesh Housing & Development Board constituted under Uttar Pradesh Housing and Development Board Act, 1965 or Industrial Area Development Authority constituted under Industrial Development Authority Act, 1976 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,



For East View Developers Pvt. Ltd.

[Signature]
Authorised Signatory

For SETHI BUILDWELL (P) LTD

[Signature]
Authorised Signatory

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
प्रथम पक्ष: 1

श्री मैसर्स महालक्ष्मी बिल्डटैक लि० के द्वारा रोहित
अग्रवाल, पुत्र श्री राजेन्द्र कुमार गुप्ता
निवासी: सी 1/सी 2 महालक्ष्मी मेट्रो टावर से० 4
वैशाली गा०बाद
व्यवसाय: अन्य
द्वितीय पक्ष: 1

Rohit



श्री मैसर्स ईस्ट व्यू डवलपर्स प्रा०लि० के द्वारा राजेन्द्र
सिंह, पुत्र श्री सत्य प्रकाश
निवासी: बी-7 सूरजमल विहार नई दिल्ली-110092
व्यवसाय: अन्य
द्वितीय पक्ष: 2

Rajendra



श्री मैसर्स सेठी बिल्डवैल प्रा०लि० के द्वारा अतुल
कुमार, पुत्र श्री मनोहर लाल
निवासी: सेठी गुप सैकिण्ड फ्लोर ऐंजल मेगा मॉल
कौशाम्बी गा०बाद
व्यवसाय: अन्य

Atul



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री राजकुमार, पुत्र श्री दीवानचन्द

निवासी: 93 तहसील कम्पाउण्ड गा०बाद

व्यवसाय: अन्य

पहचानकर्ता : 2

Raj

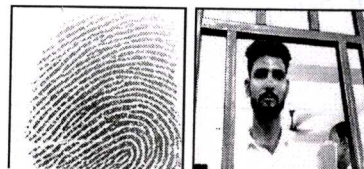


श्री प्रिन्स, पुत्र श्री किरन पाल

निवासी: मोदी नगर गा०बाद

व्यवसाय: अन्य

Prince



- registered society, Company, Industrial Unit, cooperative housing society, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development.

(k) 'Scheme' means the proposed housing scheme.

1.2 Interpretation

- (a) For the purpose of this MoU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- (c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MoU.
- (d) References to the word 'include' and 'including' shall be construed without limitation.
- (e) Any reference to 'day' shall mean a reference to a calendar day.

2. Purpose of Consortium MoU

- 2.1 The purpose of this MoU is to specify the responsibilities of the Members towards the execution of the Scheme including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development and construction works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.

3. Duration

- 3.1 This MoU shall come into force and effect on as of the date of signing of this MoU by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Scheme.

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. **Mahaluxmi Buildtech 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 East View Developers Pvt. Ltd.

PSim
Authorised Signatory

For SETHI BUILDWELL (P) LTD

ABM
Authorised Signatory

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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नयिनकुमार एस0
उप निबंधक : सदर द्वितीय
गाजियाबाद

विनीत कुमार लिपिक
कनिष्ठ सहायक (निबंधन) - नियमित

प्रिंट करें



4.2 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Scheme and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.

4.3 All instructions/communications from the Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.

4.4 For the avoidance of doubt it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by them under this MoU.

5. Rights and obligations

5.1 For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible.

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

5.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.

5.4 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this MoU.

6. Responsibilities towards each other

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 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 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 hereby understand and agree that the information shall be used solely for the purpose of the Scheme and not for its own use or for any third party benefit.

7. Liabilities

7.1 Liability towards each other:



For East View Developers Pvt. Ltd.

Refin
Authorised Signatory

For SETHI BUILDWELL (P) LTD

BB
Authorised Signatory



निवेदन
तहसील कम्पारण्ड गाजियाबाद



निवेदन
तहसील कम्पारण्ड गाजियाबाद



निवेदन
तहसील कम्पारण्ड गाजियाबाद



The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this MoU.

7.2 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.

7.3 Liability towards Third Parties:

Subject always to such other undertakings and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Scheme and from its use of knowledge and/or knowhow.

8. Representation and warranties

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 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 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 East View Developers Pvt. Ltd.

[Signature]
Authorised Signatory

For SETHI BUILDWELL (P) LTD

[Signature]
Authorised Signatory



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

13. Miscellaneous

- 13.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.
- 13.2 Any provision of this MoU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 13.3 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.
- 13.4 The Schedule-1 shall have the same force and effect as if expressly set in the body of this MoU and any reference to this MoU shall include the Schedule-1.
- 13.5 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.
- 13.6 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted by the Lead Member to Government Agency.
- 13.7 Any variation or modification to the terms of this MoU as may be mutually agreed by the members can only be made with prior approval of Government Agency.



For East View Developers Pvt. Ltd.

RSingh
Authorised Signatory

For SETHI BUILDWELL (P) LTD

BB
Authorised Signatory



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

1. Common Seal of **Mahaluxmi Buildtech Limited** has been affixed in my presence pursuant to the Board of Directors resolution dated 27 September 2018.

Signature.....

Name :- **Rohit Aggarwal**

Designation :- **Manger, Architect** (Authorized Signatory)

2. Common Seal of **East View Developers Pvt. Ltd.** has been affixed in my presence pursuant to the Board of Directors resolution dated 27 September 2018.

For East View Developers Pvt. Ltd.

Signature.....

Name :- **Rajender Singh**

Designation :- **Manager** (Authorized Signatory)

3. Common Seal of **Sethi Buildwell Pvt. Ltd.** has been affixed in my presence pursuant to the Board of Directors resolution dated 27 September 2018.

Signature.....

Name :- **Atul Kumar**

Designation :- **AGM (Finance)** (Authorized Signatory)

For and on behalf of Lead Member:

Mahaluxmi Buildtech Ltd.

Name: **Rohit Aggarwal**

Designation: **Architect** (Authorized Signatory)

Date: **05.10.2018**

Seal:



WITNESSES:

1. Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address.....





विशेष
मि. [Signature]

तहसील कम्पाउण्ड गांव



विशेष
मि. [Signature]

तहसील कम्पाउण्ड गांव

Schedule-1

Roles and Responsibilities of Each Individual Member of the Consortium

Sl. No.	Type Of Member	Average Annual Net Worth (Rs. Crore)	Roles And Responsibilities
1	2	3	4
1.	Lead Member Name: Mahaluxmi Buildtech Ltd. Address: C-1/C-2, Mahaluxmi Metro Tower, Sector – 4, Vaishali – 201 010. Ghaziabad (U.P.) Phone No: 0120-4162584	36.50	Overall management Implementation of Project. Share % in MOU – 75.44%
2.	Member-1 Name: East View Developers Private Ltd. Address: B-7, Surajmal Vihar, New Delhi – 110092 Phone No: 0120-4162584	2.09	Support in management Technical support Share % in MOU – 4.32%
3.	Name: Sethi Buildwell Private Ltd. Address: Sethi Group, 2 nd Floor, Angel Megha Mall, Kaushambi, Ghaziabad (U.P.) Phone No.: 0120-4111999	9.79	Support in management Technical support Share % in MOU – 20.24%

Signature.....

Name.....

Date.....



For East View Developers Pvt. Ltd.

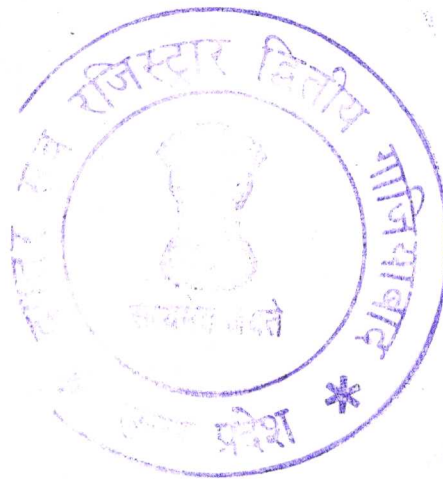
[Signature]
Authorised Signatory

For SETHI BUILDWELL (P) LTD

[Signature]
Authorised Signatory

त्रिलोक चन्द
(प्रबन्धक)
12/1/09
महसील कम्पाउण्ड गाजियाबाद

बही संख्या 4 जिल्द संख्या 593 के पृष्ठ 245 से 262 तक
क्रमांक 2110 पर दिनांक 05/10/2018 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नविनकुमार एस0

उप निबंधक : सदर द्वितीय

गाजियाबाद

05/10/2018

प्रिंट करें