

भारतीय नैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

उत्तर प्रदेश

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AS 127230



CONSORTIUM MOU

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this 20th day of the month of November 2015, by and among:

1. **ABHIYAAN BUILDCON PRIVATE LIMITED**, CIN no U45202UP1989PTC010507 registered under the Companies Act, 1956 through Authorized Signatory Shri Anubhav Verma (Director), S/o Shri Nishith Verma having their principal place of business at 14, Ibrahimpur, Trivenipuram, Jhansi, Allahabad - 201019 hereinafter referred to as '**Lead Member**' which expression shall unless repugnant to the context thereof include his Successors, Party of the FIRST PART;
2. **CITIZEN HOUSING & DEVELOPING CO-OPERATIVE SOCIETY LIMITED**, registered under the U.P. Co-operative Society Act 1965 vide registration no. 3163/2003 through Authorized Signatory Shri Nishith Verma (Secretary), S/o Late R.N. Verma having their principal place of business at Sahyog Bhawan I, M.G. Marg, Civil Lines Allahabad - 211001 hereinafter referred to as "**Member of Consortium**" which expression shall unless repugnant to the context thereof include his Successors, Party of the SECOND PART;
3. **CITIZEN INFRAVENTURES PRIVATE LIMITED**, CIN no U70102UP2014PTC067085 registered under the Companies Act, 2013 through Authorized Signatory Shri Anubhav Verma (Director), S/o Shri Nishith Verma having their principal place of business at Sahyog Bhawan I, M.G. Marg, Civil Lines Allahabad - 211001 hereinafter referred to as "**Member of Consortium**" which expression shall unless repugnant to the context thereof include his Successors, Party of the THIRD PART;
4. **M/s SHARDA DRUGS**, PAN AAJFM6072H a partnership firm formed on 23-05-1996 registered under the Indian Partnership Act, 1932 through Authorized Signatory Shri Ajay Singh Gahlaut (Partner) Son of Sri Subhash Singh having their principal place of business at 62, Leader Road, Allahabad

Page 1

ABHIYAAN BUILDCON PRIVATE LIMITED

(निशीथ वर्मा)

सिटीजन हाउसिंग एंड डेवेलपिंग सोसायटी लि.

(अनुभव वर्मा)

सिटीजन इन्फ्रावैच्युर प्राइवेट लि.

For Sharda Drugs

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तिथि 20-11-15 मूल्य 1 लाख प्रायोजन श्री

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पता 14, इकोनोमिस्ट वि पण्डी 525 श्री श्री इलाहाबाद

अम्न विक्रेता सुरेन्द्र कुमार जायसवाल जनपद न्यायालय परिसर-इला

नं० 502 अवधि 31 मार्च 2016 तक

हस्ताक्षर

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उत्तर प्रदेश UTTAR PRADESH

211003 hereinafter referred to as **"Member of Consortium"** which expression shall unless repugnant to the context thereof include his Successors, Party of the FOURTH PART;

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

WHEREAS

- (a) The Member intend to develop an Integrated Township at Mauja Andawa and Mauja Bandhwa Tahirpur, Tehsil Phoolpur, District Allahabad, Uttar Pradesh in accordance with the provisions of Integrated Township Police-2014 hereinafter referred to as "Policy" issued vide Government Order No. 520/8-3-14-37 Vividh/13, dated 4th March, 2014 (as amended from time to time);
- (b) The Members have agreed to join hands in the form of a Consortium to provide the financial, technical, managerial and other services for the said Project 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 their respective defined meanings, and/or shall have the meanings specified in the Integrated Township Policy and

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स्वाम्य क्रेता का नाम... अनुभव विन्डकान प्राइवेट लिमिटेड का सचिव अनुराग

पूरा पता... 14, इब्राहिमपुर झुंसी इलाहाबाद

स्वाम्य विक्रेता सुरेन्द्र कुमार जायसवाल जनपद न्यायालय परिसर-इल

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अनुभव वर्मा डायरेक्टर अभियान बिल्डिकान प्रा.लि.

पुत्र श्री

निशीथ वर्मा

व्यवसाय

निवासी स्थायी

14 इब्राहिमपुर, झुंसी इला.

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक

20/11/2015

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वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरणा अधिकारी के हस्ताक्षर

वीरेन्द्र कुमार भारती
उपनिबंधक-फूलपुर

इलाहाबाद

20/11/2015

निष्पादन लेखपत्र बाद सुनने व समझने मजमून

भागीदार

श्री अनुभव वर्मा डायरेक्टर अभियान बिल्डिकान प्रा.लि.

पुत्र श्री निशीथ वर्मा

पेशा

निवासी 14 इब्राहिमपुर, झुंसी इला.



श्री निशीथ वर्मा सचिव सिटीजन हाउसिंग एण्ड डेवलपिंग सोसा.

पुत्र श्री स्व० आर. एन. वर्मा

पेशा

निवासी 01 एम. जी. मार्ग, सि. ला. इला.



श्री अनुभव वर्मा डायरेक्टर सिटीजन इन्फ्रास्ट्रक्चर प्रा.लि.

पुत्र श्री स्व० आर. एन. वर्मा

पेशा

निवासी 01 एम. जी. मार्ग, सि. ला. इला.



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निवासी 62 लीडर रोड, इला.

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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 respective Development Authority 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) 'Development Authority' means Development Authority as defined in section-2(g) of Uttar Pradesh Urban Planning and Development Act, 1973;
- (f) 'Housing Commissioner' means the Housing Commissioner of the Uttar Pradesh Housing and Development Board;
- (g) 'Integrated Township' means a self-contained township planned, designed and developed in accordance with the provisions of Integrated Township Policy-2014;
- (h) 'Lead Member' means the member of the Consortium which has been designated so by the other members of the Consortium as per the eligibility conditions laid down in the Integrated Township Policy, 2014 and also authorized to take the lead in the management of the Consortium's affairs;
- (i) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- (j) 'MoU' (Memorandum of Understanding) means a legal document describing the terms and details of an agreement between two or more parties.
- (k) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013'
- (l) 'Private Developer' means an individual, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own to assemble, whether by purchase or otherwise, land for development and to whom a license has been granted by the Authority;
- (m) 'Project' means the proposed Integrated Township for which the Applicant intends to procure license;
- (n) 'Turnover' means as defined under section-2(91) of the Companies Act, 1956/2013;
- (o) 'Uttar Pradesh Housing and Development Board' means Board as defined in section-2(d) of Uttar Pradesh Avas Evam Vikas Parishad Adhiniyam, 1965;

- (p) 'Vice Chairman' means the Vice Chairman of the concerned Development Authority

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री नीरज श्रीवास्तव

पुत्र श्री गिरीश चन्द्र श्रीवास्तव

पेशा

निवासी 10 के.लोहिया रोड, इला.

व श्री धर्मराज एन. एड.

पुत्र श्री

पेशा

निवासी एडवोकेट, हाई कोर्ट इला.

ने की।

प्रत्यक्षता भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रार अधिकारी के हस्ताक्षर

वीरेन्द्र कुमार भारती
उपनिबंधक-फूलपुर
इलाहाबाद

20/11/2015



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) Reference 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 Project including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development 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 Project. The termination would be subject to clauses 13.5 to 13.8

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 Project. It is hereby agreed by the Members that for the purpose of the MoU M/s **ABHIYAAN BUILDCON PRIVATE LIMITED** 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.
- 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 Project 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 Members shall be deemed to have been duly provided to all the Members of the Consortium.









भागीदार

Registration No.:

93

Year :

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Book No. :

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0101 अनुभव वर्मा डायरेक्टर अभियान विल्डिकान प्रा.लि.

निशीथ वर्मा

14 इब्राहिमपुर, झुंसी इला.

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0102 निशीथ वर्मा सचिव सिटीजन हाउसिंग एण्ड डेवलपिंग सोसा.

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- 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-I 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 Project 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 as per the roles and responsibilities specified in Schedule-I .
- 5.4 Each Member shall use reasonable efforts to perform and fulfill, promptly actively and on time, all of its obligations under the MoU.

6. RESPONSIBILITIES TOWARDS EACH OTHER

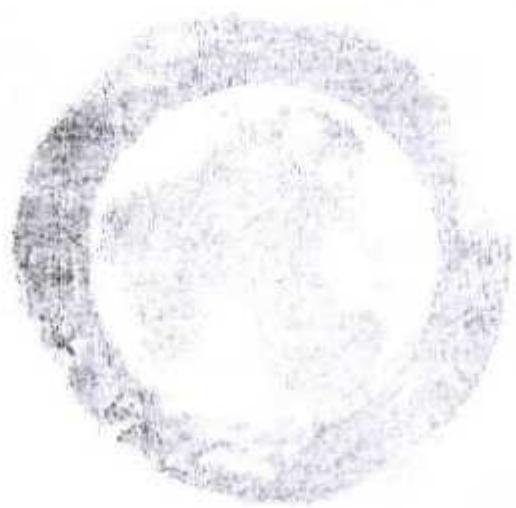
- 6.1 (a) Each Member undertake:
- (i) to promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Project; and
 - (ii) to inform other Members of relevant communications it receives from third parties in relation to the Project.
- (b) Each Member 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 Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third party benefit.

7. LIABILITES

- 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 as defined in Schedule-I 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 Project 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.

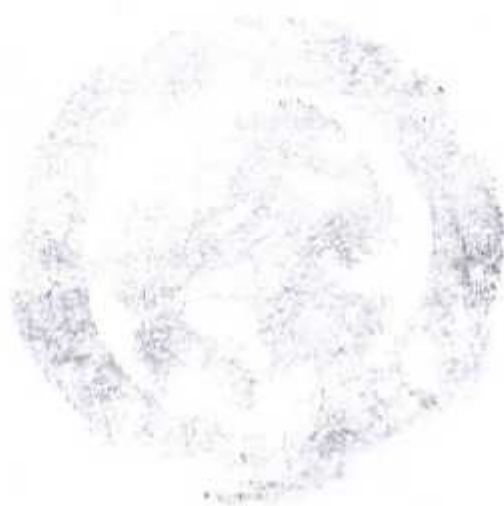
10. ARBITRATION

- 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.
- 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.

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,

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commotion, riots, Act or 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 grant of license by the Authority.
- 12.2 Upon exit from the Integrated Township Policy subject to terms and conditions of the policy.
- 12.3 Upon completion of the Project.

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 this MoU and any reference to this MoU shall include the Schedule-1.
- 13.5 Any Member of the Consortium can only be changed with the prior approval of the concerned Authority subject to fulfillment of minimum financial capability of the Consortium.
- 13.6 Lead Member can only be changed with the prior approval of the Authority (Board) subject to completion of all development works under the first Development Agreement including construction of the prescribed number of houses for the Economically Weaker Section and Low Income Group families, development/construction or public amenities and development of village Abadies falling within the Project area as envisaged and approved under the project.
- 13.7 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted to the Authority by the Lead Member.




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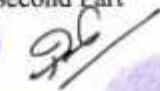
- 13.8 No variation or modification to the terms of this MoU shall be made except as may be permitted by the concerned Authority.

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


1. Common Seal of **ABHIYAAN BUILDCON PRIVATE LIMITED** lead member & Party of the First Part has been affixed in my presence pursuant to the Board of Directors resolution dated 15th Nov, 2015

Signature..... 
Name: Anubhav Verma
Son Of: Mr. Nishith Verma
Designation: Director

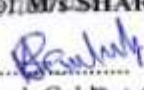
2. Common Seal of **CITIZEN HOUSING & DEVELOPING CO-OPERATIVE SOCIETY LIMITED** Member of Consortium & Party of the Second Part

Signature..... 
Name: Nishith Verma
Son Of: Late R.N. Verma
Designation: Secretary

3. Common Seal of **CITIZEN INFRAVENTURES PRIVATE LIMITED** Member of Consortium & Party of the Third Part

Signature..... 
Name: Anubhav Verma
Son Of: Mr. Nishith Verma
Designation: Director


4. Common Seal of **M/s SHARDA DRUGS** Member of Consortium & Party of the Fourth Part


Signature..... 
Name: Ajay Singh Gahlot
Son Of: Mr. Subhash Singh
Designation: Partner

For and on Behalf of Lead Member
ABHIYAAN BUILDCON PRIVATE LIMITED

Signature & Seal..... 
Name: Anubhav Verma
Son Of: Mr. Nishith Verma
Designation: Director

WITNESSES:

1. Signature..... 
Name: Shyam Ram Rastogi
Address: 22/1, 2nd Floor, Anand Nagar,
Kendrapur, Bhubaneswar,
Odisha

2. Signature..... 
Name: Mr. Neeraj K. Srivastava
S/o: Late G.C. Srivastava
Address: 10K - Colvin Road, Allahabad 211001

Date: 20th Nov, 2015
Place: Allahabad

आज दिनांक 20/11/2015 को
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पृष्ठ सं. 77 से 94 पर क्रमांक 93
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरेन्द्र कुमार भारती
उपनिबंधक-फूलपुर
इलाहाबाद
20/11/2015



Roles and Responsibilities of Each Individual Member of the Consortium


(Refer Clause-4.1, 4.4 and 13.4)

(Describe the Roles and Responsibilities of each Individual Member of the consortium)

Sl No.	Type of Member	Average Annual Turnover (Rs.Crore)	Annual Net Worth (Rs. Crore)	Roles and Responsibilities
1	2	3	4	5
1	LEAD MEMBER Abhiyaan Buildcon Private Limited Through Director Mr. Anubhav Verma S/o Mr. Nishith Verma Address: 14, Ibrahimpur, near Indian Oil Depot, Trivenipuram, Jhansi, Allahabad - 211019 Phone No. 9307502104	3,33,64,689/-	1,37,46,341/-	<p>The lead member is authorized to take the lead in the management of the consortium affairs including making out and submitting all necessary documentations and certification and representations as stipulated by ADA and other relevant statutory bodies, including entering into contracts and signing MoU and development agreement etc, and for responding to inquiries/notice on behalf of the consortium members during both pre- and post - licensing processes.</p> <p>The lead member will also be responsible for overall delivery of service, sale & purchase, conceptualization, planning, strategizing, administration and management of the project including financial control and all legal and financial liabilities.</p>
2	MEMBER - 1 Citizen Housing & Developing Co-operative Society Ltd. Through Secretary Mr. Nishith Verma S/o Late R.N. Verma Address Sahyog Bhawan, 1 MG Marg, Civil Lines, Allahabad Ph: 9335155202	35,94,000	88,51,925	To commit time and effort required to successfully steer the consortium towards fulfilling its goals and objectives. Be responsive towards the execution of project, development works, sales, marketing, business promotion and to provide other technical services etc.
3	MEMBER - 2 Citizen Infraventures Pvt. Ltd. Through Director Mr. Anubhav Verma S/o Mr. Nishith Verma Address Sahyog Bhawan, 1 MG Marg, Civil Lines, Allahabad - 211001 Phone No. 9307502104	NIL	5,00,000	To commit time and effort required to successfully steer the consortium towards fulfilling its goals and objectives. Be responsive towards the execution of project, development works, sales, marketing, business promotion and to provide other technical services etc.
4	MEMBER - 3 M/s Sharda Drugs Through Partner Mr. Ajay Singh Gahlaut S/o Mr. Subhash Singh 62 Leader Road, Allahabad - 211003 Phone No. 9793809520	10,06,18,469	39,19,201	Being an eminent member of society with a vision for inclusive and planned development and growth for Allahabad and after identifying with the objectives and goals of the consortium, the member has joined this consortium to further the knowledge and experience by providing advice, counsel, network contacts and political and cultural know-how, together with fulfillment of requisite policy parameters and ongoing personal support and encouragement. The member will provide leadership and a vision to the consortium, however will not be a part of the steering group, nor partake in any profit or loss of the consortium and will not participate in the daily workings/business of the consortium.
	Total	13,75,77,158	2,67,17,467	

आज दिनांक 20/11/2015 को
बही सं. 4 जिल्द सं. 50
पृष्ठ सं. 77 से 94 पर क्रमांक 93
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


वीरेन्द्र कुमार भारती
उपनिबंधक-फूलपुर
इलाहाबाद
20/11/2015

