



नारदीय गैर न्यायिक INDIA NON JUDICIAL

क्रमांक ८० पये
PEASUM ८०
रु. १.००

ONE THOUSAND

Rs.10

उत्तर प्रदेश UTTAR PRADESH

4 299248

Consortium Agreement

This consortium agreement is made on 1st august 2012 by and between
the following companies

m/s S.M. BUILDERS having its office at 103 Ajnara tower D block market Vivek Vihar Delhi 95 , A Partnership Firm registered under partnership act through its partner mr. Deepak Kumar rawat s/o Late shri Raj singh resident of 3/114 sector 5 rajendra nagar sahibabad ghaziabad duly authorised by authority letter dated 28-04-2012 passed in the board meeting of partners which expression shall unless contrary for repugnant hereinafter referred to as a party of first part

AND

m/s S.S. BUILDCON PVT LTD. a company incorporated under the
provision company act ,1956 having its regd office at C-211 vivek vihar

M/s S. M. HIJLERS
D B / D /

For which CONSTRUCTION

27/2/2

नव वर्ष का दृष्टिकोण

सरकारी नियमित डी. वी. ए. फा. ५०
साल की अनुमति । १००/- - रुपये

उम्मीद विक्रेता का पूरा नाम- राजेश कुमार दीपिका

इमेज नंबर- ०२५०

इसें से लौ नवीन-वर्ष की अदानि ३१-३-२०१३
ग्राम GDA गोपनीय लक्षण दीपिका



भारतीय नौर न्यायिक

एक सौ रुपये

Rs. 100



ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BC 362823

delhi 95, through its director Mukesh Chand Aggarwal s/o Late shri Banwari Lal r/o c 211 Vivek Vihar Delhi 95. duly authorised by board resolution dated 28/04/2012 passed in the board meeting which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assign of successors herein after referred to as party of second part.

AND

M/S JAVIN CONSTRUCTION PVT.LTD. a company incorporated under the provision of companies act 1956 having its regd. office at 90/3A malviya nagar new delhi 17 through its director Mr SUDHIR KUMAR RAWAT s/o late sh. Raj Singh r/o 9/48 sector 3 Rajender nagar sahibabad Ghaziabad duly authorised its board resolution dated 30/04/2012 passed in the board meeting with expression

M/s S. M. BUILDERS
Deepak Singh
Partner

M/s S.S. Builders Pvt. Ltd.

Director

For JAVIN CONSTRUCTION PVT. LTD.

Sudhir Kumar
Director

27/07/12

14

सुन्दरी नगर का नाम

सुन्दरी नगर

सुन्दरी नगर

जी बी न क-स
70/१८ बी ली

सुन्दरी नगर

सुन्दरी नगर

सुन्दरी नगर

सुन्दरी नगर

Deepti Renu

मुख्यालयामा आम

100.00	80	180.00	4,000
प्रति रुपये	कलन व अंत रुपये	गोपा	उपलग्नम्

श्री
मुख्यालय
व्यापार

दीपक कुमार रायत प्रतिनिधि एस० एस० विल्सन

राज सिंह

Deepti Renu

निवासी नामी 3/114 हॉ-5 राजेन्द्र नगर साहिवादाद गाड वाद
अस्थायी घर

ने यह राजपत्र इन व्यापारम् न दिनांक 3/12/2012 वेद 3:51PM
वर्ते निभावन हेतु दिया।



गोप्यालयामा अधिकारी के तस्वीर

उपलग्नम् द्वितीय

गोप्यालयामा

3/12/2012

निभावन लेखपत्र वाद सुनने व समझने-मतभन

मुख्यालय राज

श्री दीपक कुमार रायत
प्रतिनिधि एस० एस० विल्सन
पुत्र श्री राज सिंह
पुत्र/पत्नी श्री पैशा व्यापार

श्री मुख्यालय वाद अपवाह
प्रतिनिधि ५० एस० एस० विल्सन ग्राम पुलि
पुत्र श्री राज सिंह
पुत्र/पत्नी श्री पैशा व्यापार

श्री दीपक कुमार रायत
प्रतिनिधि ५० एस० एस० विल्सन ग्राम पुलि
पुत्र श्री राज सिंह
पुत्र/पत्नी श्री पैशा व्यापार



shall unless contrary for repugnant to the context, here be deemed to be included their executes and assigns of successors hereinafter referred to as a party of Third part.

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

1. **Consortium Structure :**

The name & style of this consortium shall be as "Javin Constructions Pvt. Ltd. having its registered office at 90/3, Malviya Nagar, New Delhi-17 and site/ branch office at Morti, Ghaziabad.

- i. All two members companies M/s S.M. Builders, M/s S.S. Buildcon Pvt. Ltd. shall be responsible jointly for the project on prorate basis of their share. An executive working board shall be formed with one members of each group of make the policy & day to day decisions of the consortium, which shall be maintained in board register, and shall be communicated, to all the consortium members through their registered E-mails. Executive Board members shall appoint / nominate / choose a one chairman, one secretary & one treasurer (one from each of the member companies of the consortium) among themselves for the smooth operation of executive board for a period of 12 months. After 12 months the officials of the Board as mentioned above shall be re-appointed.
- ii. The object of the Consortium is to jointly develop an integrated group housing project in the area of Morti / Rajnagar Extn. Ghaziabad. All Consortium members shall be jointly responsible for the project and shall honestly for the Consortium with their expertise. However the execution & safe of project may be distributed among the interested consortium members on prorate basis* of their shares, subject to binding of consortium specifications, plans, elevations and other policies.
- iii. The roles & services of the members of this consortium shall be decided jointly and with the consent of all the parties.

ने विवादन स्वीकृत किया।

निवासी पत्रकार श्री राजेश दास

पुत्र श्री रामनीत दास

पेशा अन्य

निवासक 9/89 यी-1 राजेश नगर यादो बाद

व श्री शर्वीक द्वासा

पुत्र श्री जहांद द्वासा

पेशा अन्य

निवासी 67 यादो काम्पा० यादो बाद

ने यह।

प्रत्यक्षता वद गावियों के निवास अंगठे निवासनाम लिये गये हैं।



राजेश द्वासा श्रीविकारा के रहस्यक्रम

स्वामिनाराम द्वितीय

गाजियाबाद

3/12/2012



2. **Date of Commencement / Principal Place :**

This consortium shall be deemed to have come into existence with effect from 1st August 2012. The principal place of business of the consortium shall be or such other places as may be mutually decided by the consortium members. This consortium Agreement shall be valid enforceable till the completion of the subject project.

3. **Shareholding basis in consortium :**

a) The shareholding of all the members of the consortium shall be as under as on date.

S.N.	Name of Members	Share in project
1	M/s. S.M. Builders	50%
2	M/s S.S. Buildcon Pvt. Ltd.	40%
3	M/s Javin Construction Pvt. Ltd.	10%

4. **Project Management Structure :**

a) The Executive Board shall manage the project allocating works to members of consortium and will also supervise the entire works right from planning, appointment, execution, sales, finance, accounts, legal and other interest of all consortium members. Suitable technical / administrative/ supporting staff shall be appointed for this project by the executive board of the consortium.

5. **Funding and Basis sharing the Expenditure & Remuneration :**

a) It is decided that all consortium members shall invest in the project as per their shareholding in the consortium. The books of account shall be maintained at one place at consortium office or as mutually decided place and kept open for inspection to all consortium members and their authorized representative (one from each company). Closing of account shall be one monthly basis.

b) The consortium may raise loans from the Financial Institution / Banks for the project and any short fall in financing of the project shall be contributed by the members of the consortium.

मुख्यार कर्ता

Registration No.:

389

Year: 2012

Book No.:

4

0101 दीपक कुमार रामत प्रतिनिधि एस० एस० विल्डर्स

राज सिंह

Deepak Kumar

3/114 है-5 राजेन्द्र नगर साहिलगढ़ गोड बाद

व्यापार



0102 मुकेश घन्द जययाल प्रतिनिधि गो० एस० एस० विल्डर्स प्रा० फ

व्यापारी लाल

Mukesh Jaiyayal

ली-211 विकेंद्र विहार दिल्ली ९५

अन्य



0103 शुभीर कुमार रामत प्रतिनिधि गो० जेविन वान्सु प्रा० गो०

राज सिंह

Shubhier Kumar

8/48 राजेन्द्र नगर साहिलगढ़ गोड बाद

अन्य



c) Upon completion of the Project any profit and loss shall be shared by the consortium members in ration of their share holding.

6. Bank account / Validity :

The bank account(s) shall be opened in any nationalized / scheduled bank in the name of the consortium which shall be open & operated with the signature of one member of executive board of consortium. That the financial year of the consortium shall be 1st April to 31st March of every year. That during the consortium of this consortium the accounts of the consortium shall be closed every year on 31st day of March.

7. Right & duties of members :

That the members of this consortium shall have no right to assign any of its benefits, rights and liabilities under this agreement to any other company firm or person without obtaining the prior written consent from the other members of the consortium.

8. Governing Law / Waiver :

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 latter shall prevail. The waiver for any member of breach of any term of this consortium Agreement shall not prevent the subsequent enforcement of that term Also, this shall not be deemed to be a waiver of any subsequent breach.

9. Miscellaneous / liability :

Nothing in this shall be construed providing for the sharing of the profit & loss arising out of the efforts of any of the members, except as may be provided for in any resultant sub contract or consortium Agreement against the members. In no event shall the member of this consortium Agreement have any obligation or liability to the other member or any remedy be available to the other members, except as expressly written herein. No party shall be

M/s S. M. BUILDERS

FOR JAYIN CONSULTATION LTD.



liable, for any financial compensation arising out of the termination of the consortium Agreement, to other members of this consortium Agreement. No partner shall be liable to other Party / members for any Indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of one member or otherwise.

10. **Notice :**

Any notice required pursuant to this consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement or sending by facsimile or at their registered email addresses as appearing in the beginning of this consortium Agreement.

11. **Termination :**

The consortium Agreement shall be terminated upon the arrival of the first of the following events :

- Rejection of the proposal by the Government of Uttar Pradesh.
- Upon completion of the project.
- By joint resignation of all members of the consortium.

12. **Arbitration :**

All the 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 sole arbitrator to be decided mutually, whose decision shall be binding. It is also agreed that the Sole Arbitrator for all the disputes shall be Sh. Sudhir Kumar Rawat, S/o Late Sh. Raj Singh R/o 9/48, Sector-3, Rajinder Nagar, Sahibabad, Ghaziabad.

See JAWAHAR CONSTRUCTION LTD.

Sudhir
Sudhir
Director

M/s S. M. BUILDERS

Deepak Rawat

Deepak Rawat



12. There is no any land transferred by this document and this consortium would have effect of only such land, acquired in future.

In witness whereof the member have executed this consortium agreement on this 1st day August 2012 and have caused this consortium agreement to be signed on their behalf in the manner set below:

Witness: *Deepak Kumar* M/s S. M. PARTNERS M/s S.S. Buildcon Pvt. Ltd. *For JAVIN CONSTRUCTION PVT. LTD.*
Partner *Signature* Director *Signature* Director

1- Sanjay Das & Shanti Das
90 9199 A-1 Kajreka Nager
Gorakhpur



2- Sharif Khan & Son Ganeed Khan
P/o Chatti- 67 Rewal Compound
Gorakhpur
By - self



आज दिनांक 03/12/2012 को

पही सं 4 जिल्हा सं 328

पुस्तक सं 49 से 62 पर दस्तावेज 389

जिस्ट्रीकृत किया गया।

गोपनीय निवासी के हस्तावत

उपनिवेशक दिलीप

गुरुजीपाल

03/12/2012

