

IV-389



भारतीय गैर न्यायिक INDIA NON JUDICIAL



हजार रुपये

ONE THOUSAND

1000

Rs.10



उत्तर प्रदेश UTTAR PRADESH

V 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 authrised 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. BUILDERS
D. K. / D. /

For S.S. BUILDCON PVT LTD
S. S. /

नाम गण GDA शिपिंग मजिस्ट्रेट 20/11/2





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

[Signature]

Partner

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

[Signature]

Director

For JAVIN CONSTRUCTION PVT. LTD.

[Signature]

Director

14 27/07/12
 100/- दि ली
 31-3-21
 100/- दि ली

मुख्यारनामा आम

100.00 80 180.00 4,000
 वीम रजिस्ट्री लकन व जित गुल्क योम अन्त लगभग

श्री दीपक कुमार रायत प्रतिनिधि एस0 एम0 बिल्डर्स
 पुत्र श्री राज सिंह
 व्यवसाय व्यापार
 निवासी स्थानी 3/114 से-5 राजेन्द्र नगर साहिबाबाद गा0 बाद
 अन्तर्देशी फल
 मे वह लेखपत्र इन कार्यालय में दिनांक 3/12/2012 समय 3:51PM
 वने निवेदन हेतु पेश किया।



रजिस्ट्रार अधिकारी के हस्ताक्षर

उपनिष्ठाचक द्वितीय
 साहिबाबाद
 3/12/2012

निष्पादन लेखपत्र काद सुक्त व समझने मतमन
 मुखतार कर्ता

श्री दीपक कुमार रायत
 प्रतिनिधि एस0 एम0 बिल्डर्स
 पुत्र श्री राज सिंह
 पुत्र/पत्नी श्री पेशा व्यापार

दीपक कुमार रायत

मुखतार

श्री मुरेश चन्द अध्यात
 प्रतिनिधि सी0 एस0 एम0 बिल्डर्स काद लि0
 पुत्र श्री कन्हारी लाल
 पुत्र/पत्नी श्री पेशा जन्म

मुरेश चन्द अध्यात

श्री सुधीर कुमार रायत
 प्रतिनिधि सी0 जेमिन कन्सा0 प्रा0 लि0
 पुत्र श्री राज सिंह
 पुत्र/पत्नी श्री पेशा जन्म

सुधीर कुमार रायत



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.

For JAVIN CONSTRUCTION PVT. LTD.

ने निष्पादन स्वीकार किया।

पितरकी पहचान श्री राजेश दास

पुत्र श्री शान्ती दास

पेश अन्य

निवासी 9/89 जी-1 राजेंद्र नगर गा0 बाद

प श्री शरीफ खान

पुत्र श्री जहीद खान

पेश अन्य

निवासी 67 तह0 कम्पा0 गा0 बाद

ने की।

प्रत्यक्षतः नद गावियों के निवास अंगुठे निबन्धन लिए गये हैं।



संनिधिकरण अधिकारी के हस्ताक्षर

संनिबन्धक द्वितीय

गालियाबाद

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.

For JAVIN CONSTRUCTION PVT. LTD.

मुख्यतः कर्ता

Registration No.,

389

Year :

2012

Book No. :

4

0101 दीपक कुमार रावत प्रतिनिधि एस0 एम0 बिस्वस
राज सिंह *Deepak Kumar*
3/114 से-5 राजेन्द्र नगर साहिबबाद गा0 बाद
व्यापार



0102 मुकेश चन्द्र अग्रवाल प्रतिनिधि मै0 एस0 एस0 बिल्डकोन प्रा0 लि0
बगवती लाल *Mukesh Chandra*
सी-211 विवेक विहार दिल्ली 95
अन्य



0103 सुधीर कुमार रावत प्रतिनिधि मै0 जेविन कन्सल्ट प्रा0 लि0
राज सिंह *Sudhir Kumar*
B/48 राजेन्द्र नगर साहिबबाद गा0 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 constructed 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 JAVIN CONSTRUCTION PVT. 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 of other wise.

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, Ghazlabad.

M/s S. M. BUILDERS

Deepak Kumar

M/s S. M. BUILDERS Pvt. Ltd.

[Signature]

For JAVIS CONSULTANTS PVT. LTD.

[Signature]
Director



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

1. Sanjay Das s/o Shanki Das
P/o 9/99 G-1 Laxmi Nagar
Ghaziabad



2. Sharif Khan s/o Javed Khan
P/o Chota-67 Tehsil Compound
Ghaziabad
By - self



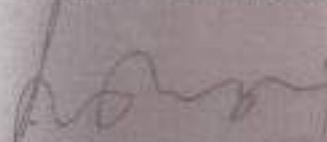
आज दिनांक 03/12/2012 को

मो से 4 जिल्द स 328

पृष्ठ स 49 से 62 पर कमाक 389

जिस्ट्रीकृत किया गया ।

जिल्द्रीकरण अधिकारी के हस्ताक्षर



उपनिबन्धक द्वितीय

गोमियाबाद

03/12/2012

