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24-7-2020

उत्तर प्रदेश UTTAR PRADESH

## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT dated 24<sup>th</sup> July 2020, is made by and

BETWEEN

A. R. INFRAHEIGHTS PRIVATE LIMITED having its registered office at A-312, Meerut Mall Delhi Road, Meerut (PAN No. AALCA6092N) represented by its Director Sh. Atul Gupta S/o Sh. Ramesh Chand R/o 39/16, Shivaji Road, Meerut, which expression shall unless contrary for repugnant to the context here be deemed to be included their executors and assigns or successors. AND

Sh. Bhagat Singh S/o Sh. Net Ram R/o Village Alamur Bujurg Pargana Tehsil & Distt. Meerut, (PAN NO. ITEPS7802B) which expression shall unless

For A. R. INFRAHEIGHTS PRIVATE LIMITED

DIRECTOR






नाम 483  
 स्टाफ का नं. 10001  
 पद अधीक्षक  
 पदोन्नति का नाम डी० ए० आर०  
 पता अधीक्षक  
 वेतन का प्रकार एवं बर्ग A-312, मि० अ०  
 एवं स्टाफ वेतन का प्रयासक 10001  
 स्टाफ वेतन का नाम श्रीमती रेनु  
 नामसमूह संख्या/वर्ग MT-19908-00  
 वेतन स्थल का नाम 65/7, गुजरात राज, भारत  
 सेवा का दिनांक 24-07-2020

570-1



Nitin C  
**NITIN GOEL**  
 Advocate

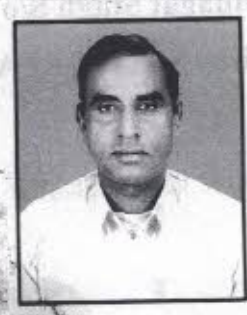


Nitin C  
**NITIN GOEL**  
 Advocate



Nitin C  
**NITIN GOEL**  
 Advocate

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Nitin C  
**NITIN GOEL**  
 Advocate



Nitin C  
**NITIN GOEL**  
 Advocate



(2)

contrary for repugnant to the context here be deemed to be included their executors and assigns or successors.

**Sh. Pramod Kumar S/o Sh. Babu Lal R/o Village Khadoli, Tehsil & Distt. Meerut, ( PAN NO. BWHPK7515C)** which expression shall unless contrary for repugnant to the context here be deemed to be included their executors and assigns or successors.

WHEREAS all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** to form a Consortium of Developers Companies with the object of development of Integrated Township in the state of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh for selection of Private Developers for development of Integrated Township in the state of Uttar Pradesh.

**NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:**

1. **Lead Member**
  - a) All the Consortium member, have mutually decided to appoint M/s A. R. **INFRAHEIGHTS PRIVATE LIMITED**, as a lead Member.
2. **Aim and Scope of Consortium Agreement**
  - b) The Sole aim of this Consortium Agreement if for submitting the proposal the development of the residential Colony at Village Maliyana Tehsil & distt. Meerut in the state of Uttar Pradesh.

For A. R. INFRAHEIGHTS PRIVATE LIMITED

DIRECTOR





(3)

3. **Shareholding basis in Consortium:**

- a. **M/s A. R. INFRAHEIGHTS PRIVATE LIMITED**, shall act as a lead member of the Consortium. The other member of the consortium has empowered **M/s A. R. INFRAHEIGHTS PRIVATE LIMITED**, to take any decision in relation of the said project.
- b. The shareholding of all the members of the consortium shall be mutually decides later on.

4. **Project Management Structure and Roles of the Members**

**M/s A. R. INFRAHEIGHTS PRIVATE LIMITED**, will work as Private Developer as per definition of Meerut Development Authority and arrange for land and Finance for the project in future.

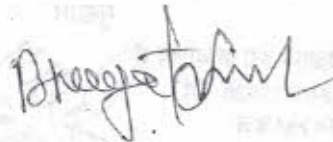
**M/s A. R. INFRAHEIGHTS PRIVATE LIMITED**, will provide technical know how for the implementation of the project.

**M/s A. R. INFRAHEIGHTS PRIVATE LIMITED**, will arrange finance and look after the implementation of the project, if awarded.

For A. R. INFRAHEIGHTS PRIVATE LIMITED

  
DIRECTOR







5. **Funding and Basis of Sharing the Expenditure and Remuneration**

- a. Upto the Allotment of the Project in the name of Consortium, all cost related to the Project shall be borne by **M/s A. R. INFRAHEIGHTS PRIVATE LIMITED.**
- b. The Consortium shall raise loans from the Financial Institution/Banks for the project and any shortfall in financing of the Project shall be contributed by the consortium members in the ratio of their shareholding.
- c. Upon completion of the Project any profit and loss shall be shared by the Consortium members in ratio of their shareholding.

6. **General Terms And Conditions**

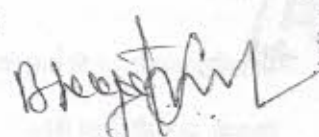
**6.a GOVERNING LAW :** This Consortium Agreement shall in respect be constructed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

**6.b FORCE MAJEUR :** None of the members shall be held in default in the performance of the obligation, under the Consortium Agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limitation to war, civil, commotion, riots, Acts of God, Government Action. In the event of force majeure, the member of the Consortium Agreement undertakes to consult each other.

For A. R. INFRAHEIGHTS PRIVATE LIMITED

  
DIRECTOR







**VALIDITY**

**6.c TERMINATION OF CONSORTIUM AGREEMENT :** This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- Rejection of our proposal by the Government of Uttar Pradesh
- Upon Completion of the Project.

ii) The Consortium Agreement shall be valid and enforceable till the completion of this Project.

**6.d MISCELLANEOUS / LIABILITY :** Nothing in this shall be constructed 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 of Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any obligation or liability to the other or shall any remedy be available to the other members, except as expressly written therein. No party shall be liable for any financial compensation arising out of the termination of the Consortium Agreement, to other members of the Consortium Agreement. No other 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 the one member or otherwise.

For A. R. INFRAVENTURES PRIVATE LIMITED

  
DIRECTOR





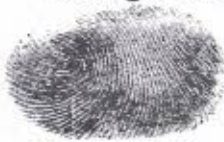
(6)

IN WITNESS WHERE OF the members have executed this Consortium Agreement on this 24<sup>th</sup> day of July 2020 and have caused this Consortium Agreement to be signed on their behalf in the manner set out below:

For M/s A. R. INFRAHEIGHTS PRIVATE LIMITED



( Bhagat Singh )






( Prasad Kumar )

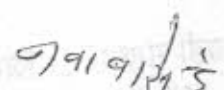


For A. R. INFRAHEIGHTS PRIVATE LIMITED

  
( Director ) DIRECTOR



शुद्ध-1   
कपिल अर्जुन शर्मा आरु कैठ अर्जुन  
R/o 179, डालम पास, मेरठ

शुद्ध-2   
नवाब सिंह शर्मा केदारी लाल  
R/o अनाम 29 ई.ली. मेरठ

Dated 24-07-2020 drafted by Nitin Goel Advocate, Meerut .

  
**NITIN GOEL**  
Advocate



आवेदन सं०: 202000734024743

बही संख्या 1 जिल्द संख्या 14296 के पृष्ठ  
147 से 158 तक क्रमांक 4841 पर दिनांक  
24/07/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Sachin Singh*

सचिन सिंह

उप निबंधक : सदर तृतीय

मेरठ

24/07/2020

