



उत्तर प्रदेश UTTAR PRADESH

BS 58801


CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT dated 22nd day of July 2021, is made by and

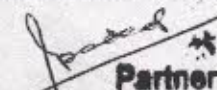
BETWEEN

M/s A. R. INFRAHEIGHTS PRIVATE LIMITED (CIN No. U70102UP2012PTC 050764 a company incorporated under the provisions of the Companies Act, 1956 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 authorized Vide Board Resolution dated 01-07-2021, which expression shall unless contrary for

For A. R. INFRAHEIGHTS PRIVATE LIMITED


DIRECTOR

For MUKANDA ASSOCIATES


Partner

13

1004

M/s A.R. Engg. PVT LTD Th Director Sh
Aul Gupta
Meant

16/7/21

H/S



Nitin Goel
Advocate



Nitin Goel
Advocate



Nitin Goel
Advocate



Nitin Goel
Advocate



(2)

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

AND

M/s MUKANDA ASSOCIATES a partnership firm having its Regd. Office at A-312, Meerut Mall Delhi Road, Meerut (PAN No. ABLFM5045R) through its partner Sh. Pradeep Kumar S/o Sh. Triloki Nath R/o A-96, Saraswati Lok, Delhi Road, Meerut, authorized Vide authorization letter dated 01-07-2021, 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 Firm with the object of development of Township in the City Meerut, 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 is for submitting the proposal the development of the residential Colony in the City Meerut, state of Uttar Pradesh.

For A. R. INFRAHEIGHTS PRIVATE LIMITED



DIRECTOR

For MUKANDA ASSOCIATES



Partner

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 **A. R. INFRAHEIGHTS PRIVATE LIMITED**, to take any decision in relation of the said project.

4. Project Management Structure and Roles of the Members

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.

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

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

5. Funding and Basis of Sharing the Expenditure and Remuneration

- a. Up to the Allotment of the Project in the name of Consortium, all cost related to the Project shall be borne by **A. R. INFRAHEIGHTS PRIVATE LIMITED**.

For **A. R. INFRAHEIGHTS PRIVATE LIMITED**


DIRECTOR


For **MUKANDA ASSOCIATES**


Partner


आवेदन सं०: 202100734040136

अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 9724

वर्ष: 2021

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य- 0 पंजीकरण शुल्क- 100 प्रतिलिपिकरण शुल्क- 60 योग: 160

श्री ए आर इन्फ्राईट्स प्रा लि द्वारा डायरेक्टर
अतुल गुप्ता द्वारा
पवन कुमार प्रमाणीकृत मुख्तार
पुत्र श्री पवन कुमार
व्यवसाय: व्यापार
निवासी: 253/2 इन्द्रा नगर मेरठ



श्री. ए आर इन्फ्राईट्स प्रा लि पवन कुमार
द्वारा डायरेक्टर अतुल गुप्ता प्रमाणीकृत
द्वारा मुख्तार

ने यह लेखपत्र इस कार्यालय में
दिनांक 27/07/2021 एवं
03:41:12 PM बजे
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हर्षवर्धन यादव
उप निबंधक : सदर तृतीय
मेरठ

27/07/2021

लोकेश कुमार -
निबंधक लिपिक

(4)

- 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.
- d. The Consortium member shall sign all the documents regarding sale with the consent of the lead member.
- e. That this consortium agreement does not included any transfer of immovable property.

6. General Terms And Conditions

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.


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



For MUKANDA ASSOCIATES


Partner



श्री गौरव शर्मा, पुत्र श्री अशोक
लाल शर्मा

निवासी: 1327 इन्द्रा नगर मेरठ

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हर्षवर्धन यादव

उप निबंधक : सदर तृतीय

मेरठ

लोकेश कुमार

निबंधक लिपिक

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



VALIDITY

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.

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. INFRAHEIGHTS PRIVATE LIMITED


DIRECTOR


For MUKANDA ASSOCIATES


Partner


आवेदन सं०: 202100734040136

बही सं०: 1

रजिस्ट्रेशन सं०: 9724

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु
प्रलेखानुसार उक्त

विक्रेता: 1

श्री ए आर इन्फ्राईट्स प्रा लि द्वारा
डायरेक्टर अतुल गुप्ता के द्वारा
पवन कुमार . पुत्र श्री पवन कुमार
निवासी: 253/2 इन्द्रा नगर मेरठ
व्यवसाय: व्यापार

क्रेता: 1



श्री मुकुन्दा एसोसिएट्स द्वारा
पार्टनर श्री प्रदीप कुमार के द्वारा
कपिल गर्ग . पुत्र श्री आर के गर्ग
निवासी: 179. डालमपाडा मेरठ
व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया । जिनकी पहचान
पहचानकर्ता : 1

श्री मयंकधर शुक्ला . पुत्र श्री
रामकंवल शुक्ला
निवासी: सी-94 भोला रोड मेरठ



(6)


IN WITNESS WHERE OF the members have executed this Consortium Agreement on this dated 22nd day of July 2021 and have caused this Consortium Agreement to be signed on their behalf in the manner set out below:

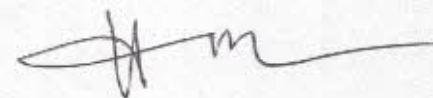
A. R. INFRAHEIGHTS PRIVATE LIMITED MUKANDA ASSOCIATES


Director

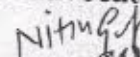


Partner


WITNESS. 
Gaurav Sharma S/o Sh. Ashok Lal Sharma
R/o 1327, Indra Nagar, Meerut


MayankDhar Shukla S/o Sh. Ramkawal Shukla
R/o C-94, Shivkunj Colony, Bhola Road, Meerut

Dated 22-07-2021 drafted by Nitin Goel Advocate, Meerut .

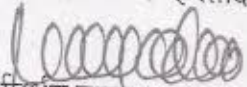

NITIN GOEL
Advocate

पृष्ठ विलेख 60

आवेदन सं०: 202100734040136

बही संख्या 1 जिल्द संख्या 15138 के पृष्ठ
379 से 390 तक क्रमांक 9724 पर दिनांक
27/07/2021 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


हर्षदिधन यादव

उप निबंधक : सदर तृतीय

मेरठ

27/07/2021

