



दिल्ली DELHI

N 508469

## MEMORANDUM OF AGREEMENT FOR CONSORTIUM

The Memorandum of Agreement (MOA) entered into this 3<sup>rd</sup> day of March ,2011.

### Among

M/S PAM Developers (India) Pvt. Ltd. (hereinafter referred as Lead member) and having office at D-237, First Floor, (Back Side) Vivek Vihar , Phase -1, Delhi-110095 party of first part.

### And

M/S Sam (India) BuiltWell Pvt Ltd (hereinafter referred as Relevant Member) and having office at 435, Jagriti Enclave, Vikas Marg , Delhi-110092 Party of second part.

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For Pam Developers (India) Pvt. Ltd.

Vivek  
(Director)

The parties are individually referred to as party and collectively as parties.

WHEREAS the Greater Noida Industrial Development Authority has invited applications from interested parties for Commercial Plot for Builders/Developers in Greater Noida under scheme 2010-11 (commercial Builders Plot -II).

AND WHEREAS the Parties have had discussions for formation of a consortium for applying for tender of the Commercial Plot No. C-1, Alpha -II, Commercial Belt, Greater Noida, Area 11,500 Sq. Mtrs and have reached an understanding on the following points with respect to the Party's right and obligations towards each other and their working relationship.

**AS MUTUAL UNDERSTANDING OF PARTIES, IT IS HEREBY AGREED AND DECLEARED AS FOLLOWS :**

1. That the Parties will form a Special Purpose Company (SPC) or lease deed will be made in the name of lead member and/or relevant member with the shareholding commitments expressly stated.
2. That **M/S PAM Developers (India) Pvt. Ltd.** Who is the lead Member of the Consortium commits to hold a minimum equity stake equal to 90% of the aggregate shareholding of the consortium in the SPC at all times during the period of completion of project . Each relevant Equity Member of consortium shall also maintain their shareholding of the aggregate share holding of the consortium in SPC at all times during the period of completion of project and no change in shareholding structure of consortium may be permitted except with the permission of GNOIDA.

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For Pam Developers (India) Pvt. Ltd.

Vilay (Director)



3. That the shareholding commitments shall be recorded in the Agreement and no changes shall be allowed thereof ,except in an accordance with the provisions of the terms & conditions of the scheme and the Agreement.
4. That the Parties shall be jointly and severally liable for the execution of the project in accordance with the terms of the Agreement.
5. That the Parties affirm that they shall implement the project in good faith and shall take all necessary steps to see the execution of the said project expeditiously.
6. That the parties proportional of equity and role in the consortium shall be as under:

S No	Name of Members	Proportional Equity	Role in the Project
1	M/S PAM Developers (India) Pvt.Ltd.	90%	Construction and Real State Activities
2	M/S Sam (India) BuiltWell Pvt. Ltd.	10%	Construction and Real State Activities

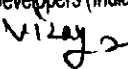
For Pam Developers (India) Pvt.Ltd.  
  
(Director)



7. That this MOA Shall be governed in accordance with the laws of India and courts in accordance with the laws of India and courts in India shall have exclusive jurisdiction to adjudicate dispute arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MOA to be duly executed on the date and year above mentioned.

**For Pam Developers (India) Pvt. Ltd.**

For Pam Developers (India) Pvt. Ltd.  
  
(Director)

**(Lead Member)**

**(Director)**

**For Sam (India) BuiltWell Pvt. Ltd.**



**(Relevant Member)**

**(Director)**

**Witness:**

S. No.	Name	Address	Signature
1.			

2.