

# Consortium MOU

### THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING

(Hereinafter referred to as the MOU) is made and entered into this 19th Day of the Month of November 2019) by and among:

M/s Sangwan Landco Pvt. Ltd., Company registered under the Companies Act 1956, dated 08-02-2007, acting through authorized Signatory Mr. Narendra Kumar duly authorized vide board resolutions of the company dated 07-11- 2019, having their principal place of business at corporate office - 301, Illrd Floor, Bhagmal Complex, Sector - 15, Noida & Regd. Office - GF - 38, Indraprakash Building 21, B.K. Road, C.P. New Delhi 110001, which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART.

M/s K.S. Maintenance & Facilities Pvt. Ltd, a company registered under the Companies Act 1956, dated 17-06-2010, acting through authorized Signatory Mr. Narendra Kumar duly authorized vide board resolutions of the company dated 08-11-2019, having their principal place of business at Regd. Office- GF - 38 Indraprakash Building, 21 B.K. Road 💀 C.P. New Delhi which expression shall unless repugnant to the context thereof include

his Successors, of the SECOND PART.

For SANGWAM LANDCO PVT. LTD. Human





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सांग्यान कोच्यकी पाठ खिठ द्वारा निर्धाप नरेन्द्र मुखार Plo- 5/28 - 122 Ap 17812 3116 BUTER

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M/s Sangwan Developers Pvt. Ltd. Company registered under the companies Act 1956, dated 20-05-2005, acting through authorized Signatory Mr. Narendra Kumar duly authorized vide board resolutions of the company dated 09-11-2019 having their principal place of business at Corporate Office – 301, Illrd Floor Bhagmal Complex Sector – 15, Noida & Reg. Office GF – 38, Indraprakash Building 21, B.K. Road, C.P. New Delhi – 110001, which expression shall unless repugnant to the context there of include his successors, of the THIRD PART.

4. M/s Sangwan Buildwell Pvt. Ltd. Company registered under the companies Act 1956, dated 26-04-2007, acting through authorized Signatory Mr. Narendra Kumar duly authorized vide board resolutions of the company dated 11-11-2019 having their principal place of business at Corporate Office – 301, Illrd Floor Bhagmal Complex Sector – 15, Noida & Reg. Office GF – 38, Indraprakash Building 21, B.K. Road, C.P. New Delhi – 110001, which expression shall unless repugnant to the context there of include his successors, of the FORTH PART

 M/s Sangwan Builders, (Proprietor) Mr. Tejindra Singh having their principal place of business at 301, Illrd Floor, Bhagmal Complex, Sector – 15, Noida.(U.P)

6. Mr. Narendra Kumar S/o Late Shri Kalicharan Singh R/o - 5/28, Chiranjiv Vihar Ghaziabad.(U.P)

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All the above parties for the purpose of this MoU hereinafter individually called the Member and collectively called the 'Members.' अलीगढ

# Now therefore the MoU witness as follows:

Definitions and interpretations

### 1.1 Definitions

Capitalized terms used in this MoU shall have their respective defined meanings, and/ or shall the meanings specified in the policy issued vide.

- (a) "Applicant' means the Consortium Applicant:
- (b) 'Authority' means the Uttar Pradesh Housing and Development Board of the Development Authority of the Special Area Development Authority or Industrial Area Development Authority or the Controlling Authority or any other authority designated by the government of Uttar Pradesh, as the case may be:
- (c) 'Company' means a company formed and registered under the companies Act, 1956/2013:
- (d) 'Consortium' means the Consortium formed between the Members in accordance with this MoU:
- (e) 'Government Agency" means Development Authority constituted under Uttar Pradesh Urban Planning and Development Act, 1973 or Uttar Pradesh Housing & Development Board constituted under Uttar Pradesh Housing and Development

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Act 1956 or Industrial Area development Authority constituted under industrial Area Development Authority Act, 1976 or Controlling authority constituted under Uttar Pradesh (Regulation of Building Operations) Act, 1958 or Special Area Development Authority constituted under Uttar Pradesh Special Area Development Authorities Act, 1986/(RERA, ie Real Estate Regulatory Authority)/

- (f) 'Lead Member' means the member of the Consortium who holds minimum 26% equity in the Consortium.
- (g) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project:
- (h) ('MoU') Memorandum of Understanding) means a legal documents describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.
- (i) 'Net worth' means as defined under section 2 of (29-A) of the companies Act, 1956/2013:
- (j) 'Private Developer' means an individual, legal person, consortium, registered trust, registered society, company, Industrial Unit, cooperative housing society, company or association, body of individuals whether incorporated or not, owing or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development.
- (k) 'Scheme' means the proposed housing scheme/plotted.

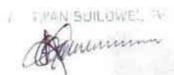
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- (a) For the purpose of this MoU, where the context so requires, the singular shall be deemed to include the plural and vice versa and masculine gender shall be deemed to include the feminine and vice versa.
- (b) Reference top a 'person' if any shall, where the context so admits, include reference to natural persons, partnership, firms, companies, bodies, corporate and associations whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- (c) The headings and sub-headings are inserted for convenience only and shall not affect the Construction and interpretation of this MoU.
- (d) References to the word 'include' and 'including' shall be construed without limitation.
- (e) Any reference to 'day' shall mean a reference to a calendar day.

### 2. Purpose of Consortium MoU

2.1 The purpose of this MoU is to specify the responsibilities of the members towards the execution of the Scheme/Project including land assembly, preparation of detailed project Report, securing of clearances, execution of development and construction works, maintenance of services and management and Sale/Purchase and

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disposal of properties and to set our further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.

2.2 That the Consortium has been formed with an object of development of Plotted Township/Group Housing/Commercial Project in the State of Uttar Pradesh and for submitting the layout plan to the development Authority/other authorities and getting other approval from the various Govt. Deptt. For development of plotted Townshhip/Group Housing project at Aligarh in the State of Uttar Pradesh.

#### 3. Duration

3.1 This Mou shall come into force and effect on as of the date of signing of this MoU by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all obligation of the Members Concerning the completion of the scheme/Project.

### 4. Coordinator

4.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the scheme. It is hereby agreed by the members of that and for the purpose of the MoU M/s. Sangwan Landco Pvt. Ltd. Has been appointed as Lead Member. The Lead Member shall be specifically authorized by the members to make representation and declaration on their behalf. However, every Member of the Consortium shall be individually responsible for EANGWANDEVELOPERS PVT. LTD.

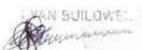
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discharging his obligation as specified in Schedule  $-\,1$  and jointly and severally liable for the successful completion of the entire Scheme.

- 4.2 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the scheme/project and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.
- 4.3 All instructions/communication from the Authority to the lead Member shall be deemed to have between duly provided to all the Members of the Consortium.
- 4.4 For the avoidance of doubt it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule – 1 regarding their specific roles and responsibilities undertaken by them under this MoU.

## 5. Rights and Obligations

- 5.1 For delivery of all Services as per provisions of the development Agreement to be executed subsequently between the applicant and the Authority; the lead Members shall be primarily accountable and responsible.
- 5.2 The Lead Member shall be responsible for the transmission of any documents and information connected with the Scheme/project to the members concerned

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- 5.3 The representations and declarations made by the lead Member shall be legally binding on all the Members of this MoU
- Each Member shall use reasonable efforts to perform and full fill, promptly, actively and on the time, of all its obligations under this MoU.
- Responsibilities towards each other
  - 6.1 (a) Each Member undertake:
- (i) To promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Scheme; and
- (ii) To inform other Members of relevant communications it receives from third parties in relation to the Scheme/Project.
- (b) Each Member shall act in good faith and use reasonable efforts to ensure time bound compliance of their obligations under this MoU and promptly act to correct any error therein as soon as it came into the knowledge.
- (c) Each Member shall keep confidential of confidential nature, whether written or oral, concerning to this MoU and also abide by the terms and condition of the development Agreement to be executed subsequently between the Applicant and the FOR SANGAVAN DEVELOPERS PVT. LTD. Authority.

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(d) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Scheme. The Members hereby understand and agree that the information shall be used solely for the purpose of the scheme/project and not for its own use or for any third party benefit.

The Member s hereby understanding and agree that each Member shall be individually

Liable to any default with regard to the deliverables of his part under the terms and Conditions of this MoU.

- 7.2 Indemnification of a Member for each other:
- Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or commissions of itself.
- 13 Liability towards Third Parties:

Subjects always to such other undertakings and warranties as are provided in this MoU, each Member shall be solely for any loss, damage or injury to third parties Resulting from its carrying out its parts of scheme / project and from its use of knowledge and / or Knowhow

8. Representation and warranties

8.1 The Members hereby represent and warrant that:

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(a) They are duly organized and validly existing under the prevailing law of India and have full power and authority to enter into this MoU and to perform their obligations under this MoU.

(b) This MoU constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms here of, and the execution, delivery and performance of this MoU and All instruments or agreements required herunder do not contravene, violate or constitute a default of or required any consent or notice under any provision of any agreement or other instrument to which the member is a party and by which the Member are or may be bound.

- (c) Each of the presentations and warranties shall be construes as separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this MoU.
- (d) The members have read, understood and agreed with the terms and conditions of This MoU.

### 9. Notices

- 9.1 Notices, demands or other communication required or permitted to be given or made under this MoU shall be in writing in Hindi or English language. Delivery can be made by fland or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.
  - 9.2 Any such notice, demand or communication shall, unless the contrary is provided

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10. Arbitration

10.1 Any and all disputes or difference between the Members arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

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10.2 Any dispute arising in connection with MoU which cannot be resolve by the Members in accordance with terms of this MoU shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration. The place of arbitration shall be Lucknow.

11. Force Majeure

None of Member shall be held in default in the performance of obligation, under this MoU, in the events of force majeure which without any limitation include war, civil commotion, riots, Act of god, Government Action. In the event of force majeure, the Members of the Consortium MoU undertake to consult each other.

#### 12. Termination of Consortium MoU

This Consortium MoU may be terminated upon the arrival of the first of the following events:-

12.1 Upon exit from Scheme subject to terms and conditions of the scheme/project.

12.2 Upon completion of the scheme/project. WANGWAN DEVELOPERS PAIL LTD.

OF SANGWAN LANDCO PVT. LTD.

Director







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### 13 Miscellaneous

13.1 This MoU supersedes all prior discussion and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject Matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the application and the Authority, the terms of Development Agreement shall prevail.

13.2 Any provision of this MoU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

13.3 Any variation or modification to the terms of this MoU as may be mutually agreed By the members can only be made with prior approval of Government Agency.

Role and Responsibilities of Each Member of the Consortium.

[Describe the Role and Responsibilities of Each Member of the Consortium)

#### Schedule-1

SI. No.	Type of Members	Roles and Responsibilities
1	Lead Member M/s Sangwan Landco Pvt Ltd Address:- G.F. 38, Indraprakash Building, 21 Bara Khamba Road,	Project Management, and Land Sharing, Sale & Purchase, Disposal of Properties/Units, and all Construction Work/IL

For SANGWAN LANDCO PVT. LTD.

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रजिस्ट्रीकरण/अधिकारी के हस्ताक्षर

रईसंख्डीन ( प्रभारी) उप निबंधक :सदर प्रथम अलीगढ 19/11/2019

> वीरेन्द्रं कुमार वशिष्ठ निबंधक लिपिक

SANGWI ILLAMOCO PVT. LTD

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None No011-23765277  Nember-1  S Maintenance & Facilities Pvt	Consortium
td ddress:- G.F. 38, Indraprakash wilding, 21 Bara Khamba Road, .P. New Delhi-110001 hone No 011-23765277	Member (Land Sharing)
Member-2 M/s Sangwan Developers Pvt Ltd ddress:- G.F. 38, Indraprakash uilding, 21 Bara Khamba Road, P. New Delhi-110001 hone No9818213809	Consortium Member (Land Sharing)
Memeber-3 M/s Snagwan Buildwell Pvt ddress:- Corporate Office:- 301, d Floor Bhagmal Complex ector-15 Noida & Reg. OfficeF. 38, Indraprakash Building, 21 ara Khamba Road, C.P. New elhi-110001	Consortium  Member (Land Sharing)  Consortium
1ember-4	Consortium SUIL DI
	P. New Delhi-110001 hone No9818213809  Temeber-3 I/s Snagwan Buildwell Pvt ddress:- Corporate Office:- 301, Floor Bhagmal Complex ector-15 Noida & Reg. OfficeF. 38, Indraprakash Building, 21 ara Khamba Road, C.P. New elhi-110001

For SANGWAN LANDCO PVT. LTD.

Director

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पहचानकर्ताः 1

श्री योगेश उपाध्याय . पुत्र श्री के०एलि उपाध्याय

निवासी: त्रिमृद्धिं नगर चाँदमारी शहर अलीगढ

व्यवसायः अन्य

पहचानकर्ता : 2

श्री अशोक कुमार शर्मा , पुत्र श्री सुमबाबू शर्मा

निवासी: कस्तली वैश तह॰ कौल जिले, अलीगढ़

ट्यवसाय: अन्य





कामर सिंह का विकेश अपी अ-**क**ड-2020 और अजीयह

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षत्र भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी:

रईसउद्दोन ( प्रभारी) इप निबंधक : सदर प्रथम अलीगढ

वीरेन्द्र केसार वशिष्ठ निबंधक सिपिक



OF SANGWAS LANDCO PVT. LTD.

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1	Tejender Singh) Address:- 301, 3 <sup>rd</sup> Floor Bhagmal Complex Sector-15 Noida	(Land Sharing)
	Member-5 Mr Narendra Kumar Address:- 5/28, Chiranjiv Vihar Ghaziabad U.P. 201002 Phone No. 9818213809	Consortium Member (Land Sharing)
	And So on	as required
Total		

FOT SANGWAN LANDCO PYT. LTD.

Singnature.....

Name NAREH DRA KUMAR Date 12/11/2019

IN WITNESS WHEREOF, THE Members have entered into this MoU on the Day, month and year first mentioned above.

Singnature Singnature

Name November Kumms

Designation Mangrey Piretor

OF SANGWAN LANDCO PVT. LTD.

Direct-



Director Superior

NGWAN BUILDER

आवेदन संबर् रामिश्राण १६५०वित्र १५ एउना ५५ ५० नि बही संवः 4 रजिस्ट्रेशन स०: 220 निष्पादन लेखपन वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त भागीदार: 1 महीनं कमार सिंह श्री नरेन्द्र कुमार, अधि०प्रतिनिधि मै०सॉगवान लेण्डको स्टाम्ब विक्रता प्राण्तिः पुत्र स्वः औ कालीचरम निवासी: जी॰एफ॰ 38 इन्द्रप्रकाश बिल्डिंग 21 बी॰के॰ रोड सी॰पी॰ न्यु दिल्ली 110001 ट्यवसाय: ट्यापार आगीदार: 2 श्री मैं॰ के॰एस॰ मेन्टीनेन्स एण्ड फैसिलिटीज दवारा नरेन्द्र कुमार, पुत्र श्री स्व० कालीचर्न निवासी: जी॰एपः 38 इन्द्रप्रकाश विलिड्रेग, 21 बी॰के॰ रोड सी॰पी॰ न्यू दिस्ती Venderna टयवसायः व्यापार भागीदार: 3 श्री मैं॰ सॉमवान डब्लपर्स प्रा॰ति॰ द्वारा नरेन्द्र कुमेर्र, पुत्र श्री स्व॰ कालीचरन निवासी: जी॰एफ॰३८ इन्द्रप्रकाश बिल्डिंग २। बी॰के॰ रोड सी॰पी॰ न्यु दिल्ली 110001 व्यवसाय: व्यापार आगीदार: 4 श्री मै॰ सॉगवान विल्डवैल प्रा॰लि॰ द्वारा नरेन्द्र,र्कुमार, पुत्र श्री स्व॰ कालीवरन सिंह निवासी: जी॰एफ॰ -38, इन्द्रप्रकाश बिल्डिंग, 21 बी॰के॰ रोड सी॰पी॰ न्यु दिल्ली 110001 ह्यवसाय: ह्यापार भागीदार: 5 श्री मैं॰ सॉगवान ब्रिल्डर्स (प्रीपराईटर) दवारा तेजेन्द्र सिंह, पृत्र श्री स्वर् कालीचरन सिंह निवासी: 301 तुलास तल भागमल कॉम्पलेक्स संकटर 15 नोएडा उ०५० ट्यवसाय: ट्यापार भागीदार: 6 श्री नरेन्द्र 🚁 पुत्र श्री स्व॰ कालीचरन सिंह निवासी: 5/28 चिरजीव विहार/गाजियाबाद (उ०प्र०) व्यवसाय: व्यापार



BZ 998186

For BRINGSVAN GENEL standenince & Facilities Pst. Lie. C / LYAN SUILOWS. A For and on the behalf of Member? SANGWAN DUILDERS Prop Name: Mr Narendra Kumar Designation: Director



WITNESS: Singnature

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Address 25, Cotton 625 (18



Deed writer Satish Chandra (Katib) Tahsee Koil Aligarh

आवेदन सं॰: 201900755074023 भी की किया गया।

मदीन कुमार सिंह

रजिस्द्रीकरण अधिकारी के हस्ताक्षर

रईसउदीन ( प्रभारी)

उप निबंधक : सदर प्रथम

अलीगढ़ 19/11/2019

FOR SANGY WHI LANDED PAT LTD

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# उपनिबन्धक कार्यालय तहसील ......, अलीगढ़

महानिरीक्षक निबन्धन उ०प्र० के परिपत्र सं०-1948/13पी०आर०/परिपत्र 2012 शि० लखनऊ दिनाँक 14.09.12 के अनुसार कार्यालय प्रति के साथ प्रपत्र-6 के साथ द्विया जाने वाला अनिवार्य संलुग्नक

स्वहस्ताक्षरित प्रमाणित फे विक्रेता / वि









TEHRIL KOLL ALIDARI

स्वहस्ताक्षरित एवं प्रमाणित फोटोग्राए क्रेता / क्रेतागण



## सम्पत्ति का फोटोग्राफ

अंतरित सम्पत्ति की फोटो जिसमें बिकीत सम्पत्ति से लगी हुई आसपास की सम्पत्तियों की फोटो भी शामिल हो जिससे सम्पत्तिकी स्पष्ट पहचान हो सके और विकीत सम्पत्ति को लानरंग से अनिवार्यतः चिहिन्त किया जाये।





For SANGWAN LANDCO PVT. LTD. Director



हरनामर १२वं अंगूटा क्रेता/क्रेतागण

CONTRACTOR OF THE STATE OF THE

हस्ताक्षर एवं अंगूटा विक्रेता/विकेतामण

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उपास्त्र के जिस्हीर स्टब्स्टी संगति तत्र बातक करने क १९४६ प्रताद अन्य क मिल्लिक कर कर व्यक्ति भीत्व वर्षाच कर्म कार्य का THE REPORT OF

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