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उत्तर प्रदेश UTTAR PRADESH

AN 598714

GENERAL AGREEMENT CONSORTIUM (MOU)



For Mehak Infrastructure Pvt. Ltd.

Director

Amerhotz
Director



SEAY
Alok Vihar Estate Pvt. Avas
Samiti



Emulate

For Mehak Infratech Pvt. L



103 13/10/16

महक इन्फ्रास्ट्रक्चर प्रा0 लि0

प्रमुख अधिकारी का कार्यालय
 प्रमुख अधिकारी का कार्यालय
 प्रमुख अधिकारी का कार्यालय

Signature

भागीदारी विलेख

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भागीदारी की धनराशि

कोष रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

श्री अमिषेक महतोका प्रतिनिधि महक इन्फ्रास्ट्रक्चर प्रा0 लि0
 पुत्र श्री राजन महतोका
 व्यवसाय व्यापार/नौकरी/अन्य

Signature



निवासी स्थान 245 फर्स्ट फ्लोर जागृति एन्क0 विकास मार्ग एक्स0 दिल्ली
 अमरावती पन्ना
 ने पर लेखक इस कार्यालय में दिनांक 13/10/2016 समय 2:14PM
 बने निबन्धन हेतु फल किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एम0पी0 मिश्र
 उपनिबन्धक द्वितीय
 गाजियाबाद
 13/10/2016

निष्पादन लेखपत्र बाद मूनेने व समझने मजामुन

भागीदार

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श्री अमिषेक महतोका
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 पुत्र श्री राजन महतोका
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श्री राजन महतोका

पुत्र श्री अमिषेक महतोका

व्यवसाय व्यापार/नौकरी/अन्य

निवासी 245 फर्स्ट फ्लोर जागृति एन्क0 विकास मार्ग एक्स0 दिल्ली

Signature

श्री राजन महतोका

पुत्र श्री अमिषेक महतोका

व्यवसाय व्यापार/नौकरी/अन्य

निवासी 245 फर्स्ट फ्लोर जागृति एन्क0 विकास मार्ग एक्स0 दिल्ली



GENERAL AGREEMENT CONSORTIUM MOU

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the 'MoU') is made and entered into this 01st day of the month of September, 2016, by and between

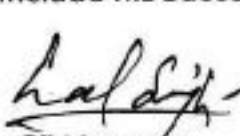
M/s Mehak Infrastructure Private Limited (Name of Lead Member), a Company registered under the Companies Act, 1956 having its Corporate Office at AAC-003, Shipra Krishna Azure Commercial Complex, Kaushambi, Ghaziabad, U.P.-201010 and Registered Office at 245, Second Floor, Jagriti Enclave, Vikas Marg Extension, Delhi-110092 through Authorized Signatory & director, **Abhishek Malhotra** aged 32 years s/o Shri Rajan Malhotra r/o 245, First Floor, Jagriti Enclave, Vikas Marg Extension, Delhi-110092 which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;

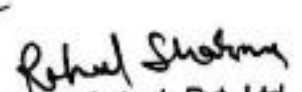
2. M/s Alok Vihar Sahkari Awas Samiti Limited, a Co-operative Society having its registration No. 4087 duly registered under the provisions of Uttar Pradesh Co-operative Society Act, 1968, having their principal place of business at 46, Sidhartha Niketan, Sector 14, Kaushambi, Ghaziabad, U.P. – 201010 through its Secretary & Authorized Signatory, **Mr. Lal Singh** aged 72 years approx. s/o Shri Gopal Dass r/o S-578, School Block, Shakarpur, Delhi-110092 which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;

3. **Mr. Rajan Malhotra** aged 60 years s/o Late Shri Deputy Lal Malhotra, a person having his principal place of business at 245, First Floor, Jagriti Enclave, Vikas Marg Extension, Delhi-110092, which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahkari Awas
Samiti Ltd.


For Mehak Inftratech Pvt. Ltd.

मे निष्पादन स्वीकार किया।

जिनकी पहचान पवन कुमार

ब्रजपाल सिंह

पेशा व्यापार/नीकरी/अन्य

निवासी मिल्क लच्छी गौतमबुध नगर

व संजीव शर्मा
सुमेर दत्त शर्मा

पेशा व्यापार/नीकरी/अ

निवासी चौराम इकरी तह0 सरधना जिला मेरठ

मे की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

एस0पी0 मिश्र
उपनिबन्धक द्वितीय
गाजियाबाद

13/10/2016



(2)

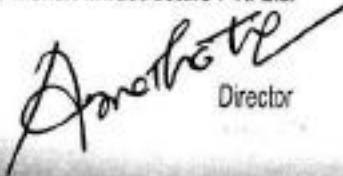
4. M/s Mehak Infratech Private Limited, a Company registered under provisions of Companies Act, 1956 having its principal place of business at 245, Second Floor, Jagriti Enclave, Vikas Marg Extension, Delhi-110092 through its Authorized Signatory, **Mr. Rahul Sharma** aged 42 years s/o Late Shri Som Dutt Sharma r/o Plot No. 758-B, Flat No. F-4, Sector 5, Vaishali, I.E. Sahibabad, Ghaziabad, U.P.-201010 which expression shall unless repugnant to the context thereof include his Successors, of the FOURTH PART.

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

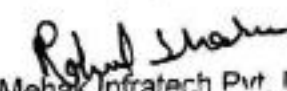
(a) M/s Mehak Infrastructure Private Limited, consortium having its registered Office at 245, Second Floor, Jagriti Enclave, Vikas Marg Extension, Delhi-92 has been registered as Private Developer and having registration No. 45-D/6-2018 under category D in in Awas Bandhu, Uttar Pradesh for implementation of Samajwadi Awas Yojna under the Affordable Housing Policy issued vide G.O. No.74/3492/Eight-1-14-34 Meeting/14] dated 12th December, 2014 and G.O. No. 73/2965/ Eight-1-14-34 Meeting/2014, dated 12th December, 2014, respectively (as amended from time to time).

(b) Whereas the Members have agreed to enter into a Supplementary Consortium by joining hands in the form of a Consortium to provide the financial, technical, managerial and other services for the said Scheme on the terms and conditions as set forth in this MoU; NOW, THEREFORE, this MoU witnesses as follows:- In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahakari Awas
Samiti Ltd.


For Mehak Infratech Pvt. Ltd

भागीदार

Registration No.:

505

Year : 2,016

Book No. :

4

0101 अभिषेक मल्होत्रा प्रतिनिधि महक इन्फ्रास्ट्रक्चर प्रा0लि0

राजन मल्होत्रा

245 फर्स्ट फ्लोर जागृति एन्क0 विकास मार्ग एक्स0 दिल्ली

व्यापार/नौकरी/अन्य



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गोपाल दास

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व्यापार/नौकरी/अन्य



0103 राजन मल्होत्रा

डिप्टी लाल मल्होत्रा

245 फर्स्ट फ्लोर जागृति एन्क0 विकास मार्ग एक्स0 दिल्ली

व्यापार/नौकरी/अन्य



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व्यापार/नौकरी/अन्य



(3)

1. Definitions and Interpretations

1.1 Definitions

Capitalized terms used in this MoU shall have their respective defined meanings, and/or shall have the meanings specified in the Affordable Housing Policy and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

(a) 'Applicant' means the Consortium Applicant;

(b) 'Authority' means the Uttar Pradesh Housing and Development Board or the Development Authority or the Special 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;

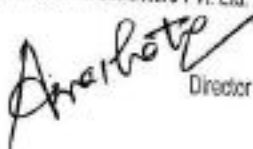
(d) 'Consortium' means the Consortium formed between the Members in accordance with this MoU;

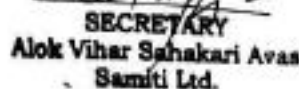
(e) 'Lead Member' means the member of the Consortium who has been designated so by other members of the Consortium as per the eligibility criteria laid down for implementation of Samajwadi Awas Yojna and also authorized to take the lead in the management of the Consortium's affairs;

(f) 'Members' means the individuals, Company, Society or firms which have agreed to form a Consortium in connection with the Project;

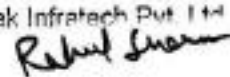
(g) 'MoU' (Memorandum of Understanding) means a legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahakari Awas
Samiti Ltd.

For Mehak InfraTech Pvt. Ltd.


Rahul Sharma

गवाह

Registration No.: 505

Year: 2016

Book No. : 4

W1 पवन कुमार
ब्रजपाल सिंह
मिल्क लक्ष्मी गौतमबुध नगर
व्यापार/नौकरी/अन्य



W2 संजीव शर्मा
सुमेर दत्त शर्मा
ग्राम इकरी तह0 सरघना जिला मेरठ
व्यापार/नौकरी/अन्य



(4)

(h) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013; (i) 'Private Developer' means an individual, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development and to whom a license has been granted by the Authority;

(j) 'Scheme' means the proposed housing scheme for which the Applicant intends to register as Private Developer in Awas Bandhu, Uttar Pradesh;

1.2 Interpretation

(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 gender and vice-versa.

(b) References to a 'person' if any shall, where the context so admits, include references 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.

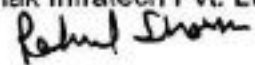
(e) Any reference to 'day' shall mean a reference to a calendar day. 2. Purpose of Consortium MoU

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahakari Awas
Samiti Ltd.

For Mehak Infratech Pvt. Ltd.


Rahul Sharma



2.1 The purpose of this MoU

is to specify the responsibilities of the Members towards the execution of the Scheme including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development and construction works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.

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 obligations by the Members concerning the completion of the Scheme.

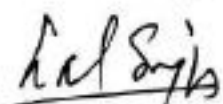
4. Coordinator

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 that for the purpose of the MoU, M/s Mehak Infrastructure Private Limited (Name of the Lead Member) has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire Scheme.

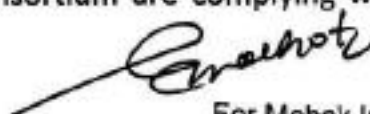
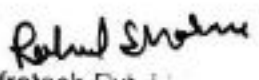
4.2 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Scheme and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahakari Avaa
Samiti Ltd.

For Mehak InfraTech Pvt. Ltd.



(6)

4.3 All instructions/communications from the Authority to the Lead Member shall be deemed to have been 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 Member 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 to the Members concerned.

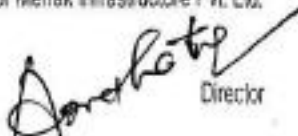
5.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.

5.4 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this MoU.

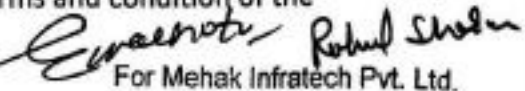
6. Responsibilities towards each other

6.1 (a) Each Member undertake: (i) to promptly notify each of the Members about any significant delay in fulfillment 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. (b) Each Member shall act in good faith and use reasonable efforts to ensure timebound 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 all information of confidential nature, whether written or oral, concerning to this MoU and also abide by the terms and condition of the

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahakari Avas
Samiti Ltd.


For Mehak Infratech Pvt. Ltd.



(7)

Development Agreement to be executed subsequently between the Applicant and the Authority. (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 and not for its own use or for any third party benefit.

7. Liabilities

7.1 Liability towards each other: The Members hereby understand and agree that the Lead member shall be solely liable for any default with regard to the deliverables under the terms and conditions of this MoU.

7.2 Indemnification of a Member for each other: The Lead Member shall indemnify other Members, in respect of liability resulting from acts or omissions of the Consortium.

7.3 Liability towards Third Parties: Subject always to such other undertakings and warranties as are provided for in this MoU, the Lead Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Scheme and from its use of knowledge and/or knowhow.

8. Representation and warranties

8.1 The Members hereby represent and warrant that: (a) They are duly organized and validly existing under the prevailing laws 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 hereof, and the execution, delivery and performance of this MoU and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and by which the Members are or may be bound. (c) Each of the representations and

For Mehak Infrastructure Pvt. Ltd.

[Signature]

[Signature]

For Mehak Inftratech Pvt

(8)

warranties shall be construed as a 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

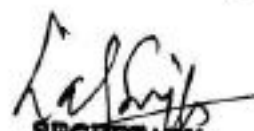
9.1 Notices, demands or other communication required or permitted to be given or made under this MoU shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter. 9.2 Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address.

10. Arbitration

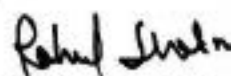
10.1 Any and all disputes or differences between the Members arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members. 10.2 Any dispute arising in connection with this MoU which cannot be resolved by the Members in accordance with the 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.

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahakari Avas
Samiti Ltd.




For Mehak Infratech Pvt.

11. Force Majeure

(9)

None of the members shall be held in default in the performance of the 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.

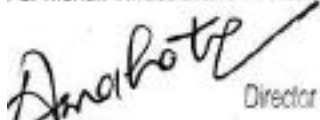
12. Termination of Consortium MoU

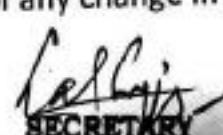
This Consortium MoU may be terminated upon the arrival of the first of following events:- 12.1 Rejection of the application for registration as 'Private Developer' by the Awas Bandhu, Uttar Pradesh. 12.2 Upon exit from the Scheme subject to terms and conditions of the Samajwadi Awas Yojna and Affordable Housing Policy. 12.3 Upon completion of the Scheme.

13. Miscellaneous

13.1 This MoU supersedes all prior discussions 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 Applicant 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 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under. 13.4 The Schedule-1 shall have the same force and effect as if expressly set in the body of this MoU and any reference to this MoU shall include the Schedule-1. Any Member including the Lead Member of the Consortium may be changed with the prior approval of Awas Bandhu, Uttar Pradesh subject to fulfillment of minimum financial and technical capability of the Consortium. 13.6 In case of any change in the members of the Consortium,

For Mehak Infrastructure Pvt. Ltd.


Director


SECRETARY
Alok Vihar Sahakari Awas
Samiti Ltd

For Mehak Infratech Pvt. Ltd.

an amended Consortium MoU shall be submitted by the Lead Member to Awas Bandhu, Uttar Pradesh. 13.7 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 Awas Bandhu, Uttar Pradesh.

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

1. Common Seal of M/s Mehak Infrastructure Private Limited has been affixed in my presence pursuant to the Board of Directors resolution dated 30th

August, 2016 For Mehak Infrastructure Pvt. Ltd.

Signature.....

Name: Abhishek Malhotra Director

Designation: Director



2.....
(LAL SINGH) SECRETARY
Alok Vihar Sahakari Awas
Samiti Ltd.

SECRETARY

ALOK VIHAR SAHKARI AWAS SAMITI LTD.,

3.....

(RAJAN MALHOTRA)

MEMBER For Mehak Infratech Pvt. Ltd.

4.....

(RAHUL SHARMA)

AUTHORISED SIGNATORY)

MEHAK INFRASTRUCTURE PRIVATE LIMITED



For and on behalf of Lead Member:

FOR MEHAK INFRASTRUCTURE PRIVATE LIMITED

For Mehak Infrastructure Pvt. Ltd.

(ABHISHEK MALHOTRA) Director

DIRECTOR

NAME: ABHISHEK MALHOTRA

DESIGNATION: DIRECTOR

DATED: 01/09/2016

Signature.....
Director

ROLES AND RESPONSIBILITIES OF EACH INDIVIDUAL MEMBER OF THE CONSORTIUM
(Refer Clause-4.1,4.4 and 13.4)

(Describe the Roles and Responsibilities of each other individual Member of the Consortium)

Sl. No.	Type Of Member	Average Annual Net Worth (Rs. Crore)	Roles And Responsibilities
1	2	3	4
1.	Lead Member Name: Mehak Infrastructure Private Limited Address 245, Second	1,21,32,691	Execution of Development & Construction work-shareholding-55%
2.	Member-2 Name- M/S Alok Vihar Sahkari Awas Samiti Limited. Address- 46, Sidhartha Niketan, setor-14, Kaushambi, Ghaziabad, U.P.	-	Land Assembly-Shareholding-10%
3.	Member-1 Name- Rajan Malhotra Address- 245, Jagriti Enclave, Vikas Marg Ext. , Delhi-110092	4,87,81,083	Land Assembly, Preparation of Detailed Project Report Securing of Clearance Shareholding-25%
4.	Member -3 Name- M/S Mehak Infratech Pvt. Ltd. Address- 245, Jagriti Enclave, Vikas Marg Ext. , Delhi-110092	1,16,847	Land Assembly-Shareholding-10%
Total		6,10,30,621	

For Mehak Infrastructure Pvt. Ltd.
Signature.....
Name: Abhishek Malhotra
Director
Mehak Infrastructure Private Limited



Signature.....
Name: Rajan Malhotra

Signature.....
Name: Lal Singh
Secretary
Alok Vihar Sahkari Awas Samiti Ltd.

For Mehak Infratech Pvt. Ltd.

Signature.....
Name: Rahul Sharma
Authorised Signatory
Mehak Infratech Private Limited



[Signature]

[Signature]

[Signature]

[Signature]

WITNESS

1. Pawan Kumar
S/o Shri Brajpal Singh
R/o Milk Lachchi, Gautam Buddha
Nagar, Uttar Pradesh-201009
Aadhar No-5110 8902 0609

[Signature]



2. Mr. Sanjeev Sharma
son of Late Shri Sumer Dutt Sharma
resident of Village Ikri Tehsil Sardhana
Distt Meerut.
DL No-UP-1520090053016

[Signature]



Drafted By Self:-

आज दिनांक 13/10/2016 को

पृष्ठ सं. 4 जिल्द सं. 398

पृष्ठ सं. 355 से 390 पर क्रमांक 505

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रार अधिकारी के हस्ताक्षर



एमपी० मिश्र
उपनिबन्धक द्वितीय
गाजियाबाद
13/10/2016