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उत्तर प्रदेश UTTAR PRADESH

P 444056

**CONSORTIUM AGREEMENT**

THIS CONSORTIUM Agreement dated 1<sup>st</sup> day of March 2011, is made at Ghaziabad, BY AND BETWEEN.

M/s BCC Infrastructures Pvt Ltd, a company incorporated under the provisions of the Indian Companies Act 1956, having its registered office at D-220, Vivek Vihar, Phase-1, Delhi- 110095 through its Director, Sh. Kumar Bharat S/o Sh. S.P. Singh R/o D-224, Vivek Vihar, Phase-1 Delhi - 110095.

AND

M/s BCC Builder Pvt Ltd, a company incorporated under the provisions of the Indian Companies Act 1956, having its registered office at D-224, Vivek Vihar, Phase-1, Delhi-110095, through its Managing Director, Sh. S.P. Singh S/o Late Sh. Mahendra Singh R/o D-220, Vivek Vihar, Phase-1, Delhi-110095.

AND

M/s Santosh Buildcon India Pvt. Ltd, a company incorporated under the provisions of the Indian Companies Act 1956, having its registered office at D-224, Vivek Vihar, Phase-1, Delh-110095 through its Authorised Signatory Sh. BRIJENDRA MISHRA S/o Sh. Ram Krishan Mishra vide resulation dated 28-01-2011



DIRECTOR

For B.C.C. BUILDER (P) LTD.

MANAGING DIRECTOR

For SANTOSH BUILDCON INDIA PVT. LTD.

AUTHORISED SIGNATORY



28 FEB 2011

257  
विक्रय की प्रविष्टि  
स्थाप करने का प्रयोजन  
स्थाप की नाम व पूरा पता  
स्थाप की पंजीकृत

बी सी सी इन्फ्रास्ट्रक्चर प्रा लि  
डाटा कम्प्यूटर प्रो प्रिवेट  
डाटा कम्प्यूटर

अनिल कुमार कंसल स्टाफ विक्रेत  
राष्ट्रीय नम्बर 352  
राष्ट्रीय की अवधि 31 मार्च  
राष्ट्रीय कागजात, गाजियाबाद

विक्रय अनुबंध विलेख

10,000.00 20 10,020.00 1,000

प्रतिफल

फॉस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री कुमार भारत प्रतिनिधि बी सी सी इन्फ्रास्ट्रक्चर प्रा लि0  
पुत्र श्री एस पी सिंह  
पेशा नौकरी गृहिणी अन्य  
निवासी स्थायी डी 224 विवेक बिहार दिल्ली  
अस्थायी पता  
ने यह लेखपत्र इस कार्यालय में दिनांक 1/3/2011 समय 4:25PM  
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुनील कुमार सिंह  
उप निबन्धक (तृतीय)

गाजियाबाद

1/3/2011

निष्पादन लेखपत्र वाद सुनिने व समझने के लिये

प्रथम पक्ष

द्वितीय पक्ष

श्री कुमार भारत  
प्रतिनिधि बी सी सी इन्फ्रास्ट्रक्चर प्रा लि0  
पुत्र श्री एस पी सिंह  
पुत्र/पत्नी श्री पेशा नौकरी गृहिणी अन्य  
श्री एस पी सिंह  
प्रतिनिधि बी सी बिल्डर्स प्रा लि0  
पुत्र श्री महेन्द्र सिंह  
पुत्र/पत्नी श्री पेशा नौकरी गृहिणी अन्य



श्री ब्रजेन्द्र मिश्रा  
प्रतिनिधि सन्तोष बिलडकान प्रा0 लि0  
पुत्र श्री रामकृष्ण मिश्रा  
पुत्र/पत्नी श्री पेशा नौकरी गृहिणी अन्य

श्री ब्रजेन्द्र मिश्रा



MANAGING DIRECTOR

RECTOR

100 SANTOSH BUILDING

AUTHORISED SIGNATORY



(2)

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 Group Housing in the state of Uttar Pradesh.

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

**1. Lead Member :**

- a) The entire Consortium member, have mutually decided to appoint M/s B.C.C. Infrastructures Pvt. Ltd. as the Lead Member.

**2. Aim and scope of Consortium Agreement :**

- a) The sole aim of this Consortium Agreement is submitting the proposal for the development of the Group Housing.



For B.C.C. INFRASTRUCTURES PVT. LTD.

*[Signature]*  
DIRECTOR

For B.C.C. BUILDER (P) LTD.

*[Signature]*  
MANAGING DIRECTOR

For SANTOSH BUILDCON INDIA PVT. LTD.

*[Signature]*  
AUTHORISED SIGNATORY



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री एच सी शर्मा

पुत्र श्री राजेन्द्र शर्मा

पेशा नौकरी गृहिणी अन्य

निवासी 138 सी दिलशाद गार्डन दिल्ली

व श्री सुकल्याण दास गुप्ता

पुत्र श्री डी के दास गुप्ता

पेशा नौकरी गृहिणी

निवासी एक्स आर सी 26 डी शिप्रा रिवेरा गाबाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

*AC Shema*



*S. K. Das Gupta*

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुनील कुमार सिंह  
उप निबन्धक (तृतीय)  
गाजियाबाद

1/3/2011





(3)

**3. Shareholding basis in Consortium :**

- a) M/s B.C.C. Infrastructures Pvt. Ltd. shall act as a Lead Member of the Consortium. The other members of the consortium shall give a general Power of Attorney in favour of M/s B.C.C. Infrastructures Pvt. Ltd. in relation of the said project.
- b) The shareholding of all the members of the consortium shall be mutually decided later on.

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

M/s B.C.C. Infrastructures Pvt. Ltd. will work as Private Developer as per definition of Ghaziabad Development Authority and arrange for Land and Finance for the project in future and look after the implementation of the project.

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



STRUCTURES PVT. LTD.

DIRECTOR

For B.C.C. BUILDER (P) LTD.

MANAGING DIRECTOR

For SANTOSH BUILDCON INDIA PVT. LTD.

AUTHORISED SIGNATORY



प्रथम पक्ष

Registration No.:

65

Year :

2,011

Book No. :

4

0101 कुमार भारत प्रतिनिधि बी सी सी इन्फ्रास्ट्रक्चर प्रा लि०

एस पी सिंह

डी 224 विवेक बिहार दिल्ली

नौकरी गृहिणी अन्य



0102 एस पी सिंह प्रतिनिधि बी सी बिल्डर्स प्रा लि०

महेन्द्र सिंह

डी 220 विवेक बिहार दिल्ली

नौकरी गृहिणी अन्य



0103 ब्रजेन्द्र मिश्रा प्रतिनिधि सन्तोष बिल्डकान प्रा० लि०

रामकृष्ण मिश्रा

डी 224 विवेक बिहार दिल्ली

नौकरी गृहिणी अन्य





- a) Upto the Allotment of the Project in the name of Consortium, all cost relation to the Project to be borne by M/s B.C.C. Infrastructures Pvt. Ltd.
- b) The Consortium shall raise loans from the Financial Institutions / 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 landholding.

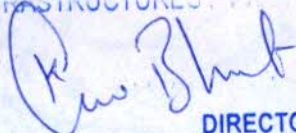
**6. General Terms and Conditions :**

6.01 **Governing Law:** - This Consortium Agreement shall in respect by constructed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provision of this Consortium Agreement and the said laws the later shall prevail.

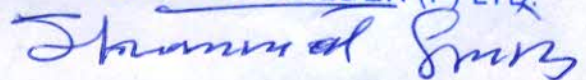
6.02 **Force Majeure :-** Non of the members shall be held in default in the performance of the obligation, under the Consortium Agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limitation to war, civil, commotion, riots, Act of God, Government Action. In the event of force majeure, the member of the Consortium Agreement undertakes to consult each other.

6.03 **Validity:-**

For B.C.C. INFRASTRUCTURES

  
DIRECTOR

For B.C.C. BUILDER (P) LTD.



MANAGING DIRECTOR

For SANTOSH BUILDCON INDIA PVT. LTD.

  
AUTHORISED SIGNATORY



(I) The Consortium Agreement shall be valid and enforceable till the completion of this project.

(II) **Termination of Consortium Agreement :-** This Consortium Agreement shall be terminated upon the arrival of the first of the following events :-

a) Rejection of our proposal by the Government of Uttar Pradesh.

b) Upon Completion of the Project.

6.04 **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 or 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 herein. No party shall be liable for any financial compensation arising out of the termination of the Consortium Agreement, to other members of this 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 B.C.C. INFRASTRUCTURES PVT. LTD.

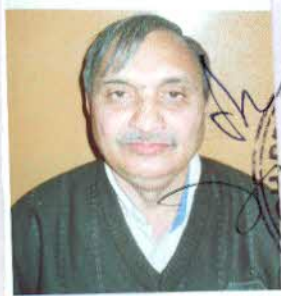
*[Signature]*  
DIRECTOR

For B.C.C. BUILDER (P) LTD.

*[Signature]*  
MANAGING DIRECTOR

For SANTOSH BUILDCON INDIA PVT. LTD.

*[Signature]*  
AUTHORISED SIGNATORY





(6)

IN WITNESS WHEREOF of the members have executed this Consortium Agreement on this 01-03-2011 and have caused this Consortium Agreement to be signed on this behalf in the manner set out below :-

**Witness**

1. Sharma

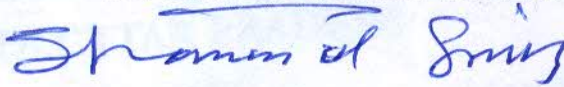
(H.C. Sharma 8/0 Sh. Rajendra

For **M/s BCC Infrastructures Pvt Ltd** Sharma R/o 138-C

PKT A, Dilshad Garden  
Delhi - 110095

  
Director Sh. Kumar Bharat

For **M/s BCC Builder Pvt Ltd**



Director Sh. S.P. Singh

2. Sukanya Daffu

For **M/s Santosh Buildcon India Pvt Ltd**



Authorised Signatory Sh. BRIJENDRA MISHRA

SUKANYA Daffu  
S-4 TRD.K. Daffu  
SRC-26D  
Shilpa Rivera  
Indirapuram  
Ghaziabad.





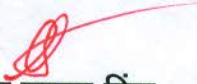
आज दिनांक 01/03/2011 को

वही सं. 4 जिल्द सं. 776

पृष्ठ सं. 317 से 328 पर कमांक 65

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
सुनील कुमार सिंह  
उप निबन्धक (तृतीय)  
गाजियाबाद

1/3/2011

