भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



महाराष्ट्र MAHARASHTRA ◑ 2018 ◑

NAGPUR TREASURY
TK 808159
02 JUL 2018
Stamp Head Clerk / Sr. Clerk

NOTARIEL REG.
ENTRY NO. 26159
DATE 16/07/18

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is entered into on this the 16th day of July 2018

AMONGST

1. **M/s. R.A.J. Krishna Construction Company Pvt. Ltd.**, a company incorporated under the Companies Act, 1956 and having its registered office at **S-28, Greater Kailash - II, New Delhi-110048** (hereinafter referred to as the "First Party" which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

2. **M/s. Land Mark Builders & Developers, a partnership firm** and having its registered office at **402, Swapnil Tarangini, J-12, Laxmi Nagar, WHC Road, Nagpur - 440022** (hereinafter referred to as the "Second Party" which expression shall, unless repugnant to the context include its successors and permitted assigns)

SEAL OF NOTARY ARCHANA D. JAISWAL Regn. No. 4753 GOVERNMENT OF INDIA

For R.A.J. Krishna Construction Co. Pvt. Ltd.

Authorised Signatory

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फक्त प्रतिज्ञापत्रासाठी

१. मुद्रांक विक्री [illegible] 8873

दि. 16/7/18

मुद्रांक विकत घेणाऱ्याचे नाव M/s Raj Krishna Const Co. Part 1 of

पत्ता Swapnil

सही

श्रीमती वीना अडवानी Bendelan

मुद्रांक विक्रेता, ता.क्र. [illegible]

दिवाणी अधिकारी परिसर, ह.कार्यालय नागपूर (शहर)

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The above mentioned parties of the FIRST and SECOND, PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

I. Nagpur Housing and Area Development Board, having its principal office at Griha Nirman Bhawan Opposite Deshpande Hall, Civil Lines, Nagpur 440001, Maharashtra, India (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for **Tender Ref. No. REQUEST FOR PROPOSAL, Tender Id:-2018_MHADA_280265_1 Dated 09-02-2018 (the "RFP") for qualification and short-listing of Bidders for PROPOSAL FOR DEVELOPMENT OF AFFORDABLE HOUSING UNDER PRADHAN MANTRI AWAS YOJNA (URBAN) IN PPP (PUBLIC PRIVATE PARTNERSHIP) MODE ON PRIVATE LAND BASED MODEL UNDER AFFORDABLE HOUSING IN PARTNERSHIP (AHP) IN VERTICAL IN-CITES.**

II. The Parties are interested in jointly Bidding for the Project as members of a consortium and in accordance with the terms and conditions of the RFP document and other Bid documents in respect of the Project, and

III. It is a necessary condition under the RFP document that the members of the consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

(a) The parties do hereby irrevocably constitute a consortium (the "Consortium") for the purpose of jointly participating in the Bidding Process for the project.

(b) The Parties hereby undertake to participate in the Bidding Process only through this consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly or through any of their associates.

3. Role of the parties

The parties hereby undertake to perform the roles and responsibilities as described below:

(c) Party of the First Part shall be the Lead member and Financial Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(d) Party of the Second Part shall be the Land Owner and his obligations shall be restricted to land issues only.

For R.A.J. Krishna Construction Co. Pvt. Ltd.

Authorised Signatory

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4. **Joint and Several Liability**

The parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the project and in accordance with the terms of RFP, and the Concession Agreement, till such time as the empanelment duration is achieved under and in accordance with the with terms and conditions of RFP.

5. Shareholding in the Consortium

a. The parties agree that the proportion of shareholding among the parties in the consortium shall be as follows:

First Party: **92%**

Second Party: **8%**

V. The parties undertake that each of the parties shall, at all times during the operational period, maintain their respective share in the consortium as proposed during the time of bid submission.

VI. The parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6. Representation of the parties

Each party represents to the other parties as of the date of this agreement that:

VII. Such party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into the agreement ;

VIII. The execution, delivery and performance by such party of this agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution / power of attorney in favour of the person executing this agreement for the delegation of power and Authority to execute this agreement on behalf of the consortium member is annexed to this Agreement, and will not, to the best of its knowledge:

(e) Require any consent or approval not already obtained;

(f) Violate any applicable law presently in effect and having applicability to it;

(g) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(h) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such party is a party or by which such party or any of its properties or assets are bound or that is otherwise applicable to such party; or

For R.A.J. Krishna Construction Co. Pvt. Ltd.

Authorised Signatory

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IX. This agreement is the legal and binding obligation of such party, enforceable in accordance with its terms against it; and

X. There is no litigation pending or, to the best of such party's knowledge, threatened to which it or any of its associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such party in the fulfillment of its obligations under this agreement.

7. Termination

This agreement shall be effective from the date hereof and shall continue in full force and effect until the concession period of the Project is completed under and in accordance with the Concession Agreement, in case the project is awarded to the consortium, however, in case the consortium is either not pre-qualified for the project or does not get selected for award of the Project, the agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidders, as the case may be.

8. Miscellaneous

XI. This agreement shall be governed by laws of India.

XII. The parties acknowledge and accept that the agreement shall not be amended by the parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

First Party

ARVIND BAHL
(AUTHORISED SIGNATORY)
R.A.J. KRISHNA CONSTRUCTION COMPANY PVT. LTD.

Second Party

YOGESH MAROTRAO MONDHE
(Partner)
LAND MARK BUILDERS & DEVELOPERS

In the presence of:

1. **Swapnil Suradkar**
Add: - Plot No.118, Parishram Apt., Near Water Tank, Laxmi Nagar, Nagpur

2. **Chetan S. Khanorkar**
Add: - 174, Renuka Housing Co-Op. So., Shivaji Nagar, Dharampeth Extn. Nagpur

ATTESTED

ARCHANA D. JAISWAL
NOTARY
Regn. No. 4752
GOVERNMENT OF INDIA
NAGPUR

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