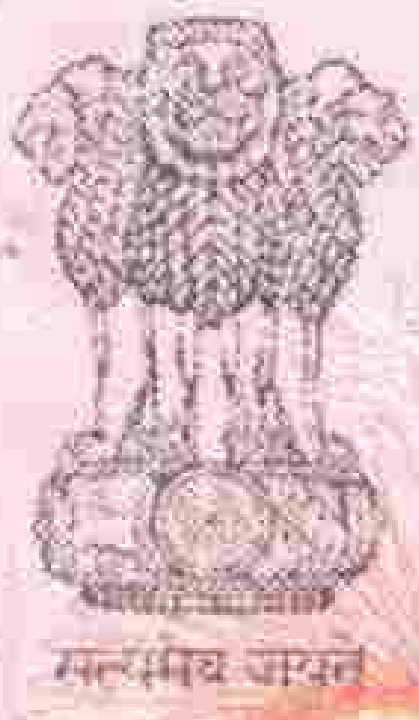




INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

IV-2958



Certificate No. : IN-UP64387669732986U
Certificate Issued Date : 30-Nov-2022 10:50 AM
Account Reference : NEWIMPACC (SV)/ up14006504/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400650421729871689928U
Purchased by : NTPC SAHAKARI AWAS SAMITI LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : NTPC SAHAKARI AWAS SAMITI LIMITED
Second Party : SHARDA INFRA
Stamp Duty Paid By : NTPC SAHAKARI AWAS SAMITI LIMITED
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)



Maheesh Nagar
Associate
Office
Gr. Noida, Dadri
Mob.-9911484377



Rakesh Shrivastava
Proprietor
Office
Gr. Noida, Dadri
Mob.-9911484377

ARUN KASANA
SE

NTPC SAHAKARI AWAS SAMITI LTD

For SHARDA INFRA
Rakesh Shrivastava
Proprietor

PU 0005562461

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.dhalestamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) is made at Greater Noida and entered into this 30th day of November, 2022.

Between

N.T.P.C SahakariAvasSamiti Limited having PAN No. AAATN5094K, a society registered under the Uttar Pradesh Cooperative Societies Act, 1965, having its registered office at Plot No. 3, Pocket-6, Chai-1, Greater Noida, GautamBudh Nagar, UP-201310 vide Registration No. 1757 (herein after called "The Society", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators and permitted assigns) acting through its elected management committee and resolution passed by the Managing Committee in its duly convened and held meeting on dated 12/12/2021 to form a sub committee consisting of three persons from the current management committee including Mr. ArunKasana having Aadhar No. 338388404161 who has been presently designated as secretary in the society. Mr. ArunKasana is currently actingsecretary of the society has also been elected as the conveyer of the sub-committee with the permission to deal for the commercial project of the society and on behalf of society vide Board Resolution dated 12/02/2022 duly entered in proceeding register, to be referred as First Party which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators and permitted assigns.

AND

M/s. Sharda Infra having PAN No. AATPS4251Q, a proprietary firm, having its registered office at FF-12A, Angel Mega Mall, Kaushambi, Ghaziabad, U.P-201010, represented by its proprietor Mr. Rakesh Sharda having Aadhar No. 924165726541 to be referred as Second Party which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, executors, administrators and permitted assigns.

Arun Kasana
ARUN KASANA
SECRETARY

NTPC SAHAKARI AWAS SAMITI LTD

Rakesh Sharda
For SHARDA INFRA
Proprietor

AND WHEREAS as per vide letter no. 3579 dated 08.01.2021 AwasevamVikasParishad has allowed the First Party to enter into collaboration/Consortium MOU with the private company/person for the development of the shopping complex.

NOW both the above parties for the purpose of this MOU hereinafter individually called the Member and collectively called the Members.

NOW, THEREFORE, This MOU witness as flows:-

1. Definations and interpretations

Definations:-

- 1.1 Applicant means the First Party who will file the application with the Authorities as Consortium Applicant.
- 1.2 Consortium means the consortium formed between the Members in accordance with this MOU.
- 1.3 MOU (Memorandum of Understanding) means legal document s describing the terms and details of an agreement between two or more parties including each party role and responsibilities.
- 1.4 Promoter means N.T.P.C SahakariAvasSamiti Limited for all phases of the project "NTPC ANANDAM PLAZA."
- 1.5 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 Bodies Corporate and association, whether incorporated or not or any other organization or entity including any government or political sub-division, ministry, department of agency thereof.
 - b. The headings and sub headings are inserted for convenience only and shall not affect the construction and interpretation of this MOU.

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ARUN KASANA
SECRETARY

NTPC SAHAKARI AWAS SAMITI LTD

For SHARDA INFRA
Rakesh Shinde
Proprietor

c. References to the word include and including shall be construed without Limitation.

d. Any reference today shall means a reference to a calendar day.

In consideration of the mutual covenants of the Members, the sufficiency whereof hereby acknowledged and other good valuable consideration are, the Members have agreed as follows:-

2. Lead Member:

2.1 Both the Consortium members, have mutually decided to appoint N.T.P.C SahakariAvasSamiti Limited as Lead Member.

3. Aim and Scope of Consortium Agreement:

3.1 The sole Aim of this consortium agreement is Development of the aforesaid project.

3.2 The Lead member have already prepared and submitted a proposal to design and develop the said project.

3.3 The second party intend to develop, construct, finance, sell, operate and maintain the said project.

4. Shareholding basis in Consortium:

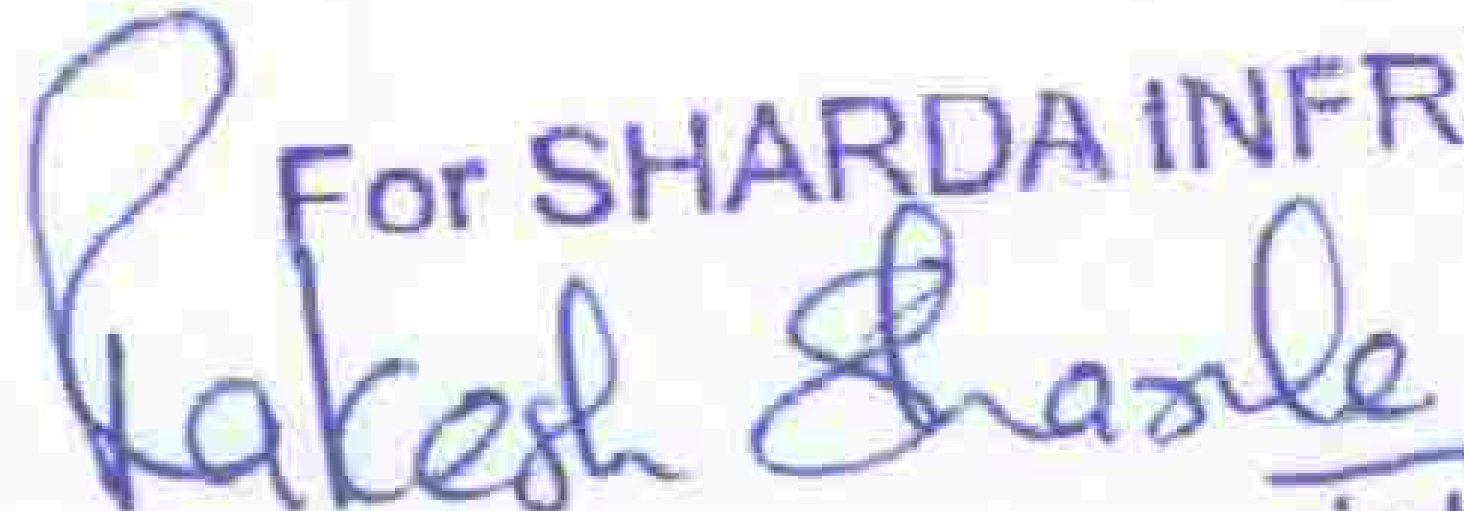
4.1 N.T.P.C SahakariAvasSamiti Limited shall act as a lead member in the consortium.

4.2 The shareholding of the member of the consortium shall be mutually decided later on.

5. Purpose of Consortium MOU

5.1 The purpose of this MOU is to specify the board roles and responsibilities of the Members towards the execution of the project including execution of development and construction


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For SHARDA INFRA
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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.

6. Duration

- 6.1 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 complete discharge of all obligations by the members concerning the completion of the project.

7. Coordinator

- 7.1 The members hereby understand and agrees that there shall be a lead member who shall be the point of contact for the purpose of the project. It is hereby agreed by the members that for the purpose of this MOU Mr. Arun Kasana, current acting secretary of the Society and authorized signatory of the First Party will present the Lead member. However each member of the Consortium shall be individually responsible for discharging their particular obligations.
- 7.2 For the purpose of this MOU, the Lead Members shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the 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.
- 7.3 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.
- 7.4 For the avoidance of doubt it is hereby clarified that the all Members of the Consortium shall be held individually


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responsible for the obligations regarding their specific roles and responsibilities undertaken by them under this MOU.

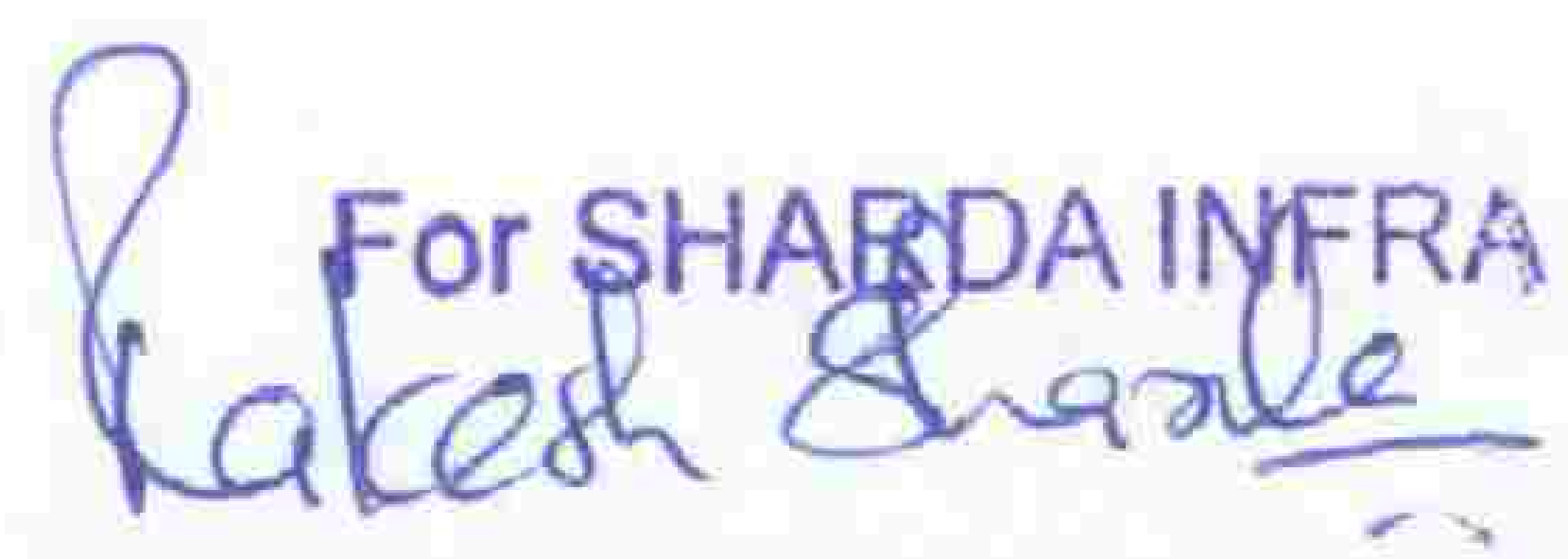
8. Rights and Obligations

- 8.1 For delivery of all Services as per provisions of the Agreement already executed between the parties the Lead Member shall be primarily accountable and responsible.
- 8.2 The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.
- 8.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MOU.
- 8.4 Each Member shall use reasonable effort to perform and fulfil, promptly, actively and on time, all of its obligations under this MOU and of the Consortium Agreement.

9. Roles & Responsibilities towards each other's

- 9.1 Both the parties undertake to
- a. Develop the aforesaid project in one or more phases.
 - b. Execute the Sale deed/Lease Deed of the developed/constructed area in the aforementioned project in favour of the prospective purchasers. The first Party agrees to execute Power of Attorney in favour of Second party for smooth functioning of the Development/construction of the project, complying with any compliance with Government Department like RERA, GNIDA, Pollution control board, Fire Dept., GST, Income Tax etc. Non govt Department and execution of Sale deed/Lease deed in favour of prospective purchaser.
- 9.2 A. Second Party undertakes to carry out and complete the


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project as per RERA registration.

B. Second Party shall act in good faith and use all efforts to ensure time bound compliance of their obligations under this MOU promptly act to correct any error therein as soon as it come into the knowledge.

C. Each member shall keep confidential all information of the confidential nature, whether written or oral, concerning to this MOU.

D. Each member shall share with and disclose information to other member including confidential information and documents as may be necessary for the project. The Members hereby understand and agrees that the information shall be used solely for the purpose of the project and not for its own use or for any third party benefit.

10. **Liabilities**

10.1 Liability and indemnification

Second party shall indemnify the first party absolutely in respect of liability resulting from acts or permissions of itself.

10.2 Liability towards Third Party

Second Party shall be solely liable for all claims of third party including but not limited to claims of all material suppliers, labour including all compliances related to labour laws, claims of purchasers, agents, financiers etc.

It is expressly agreed between the parties that the role of First Party is limited to the extent to liabilities mentioned above in respect of the property which belongs to him and which has been brought by him in the project as its capital contribution. First party has no other roles or obligation or entitlement in the present transaction.

11. **Representations and warranties**

11.1 The Members hereby represent and warrant that:


ARUN KASANA
SECRETARY
NTPC SAHAKARI AWAS SAMITI LTD


For SHARDA INFRA
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- (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 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 members are or may be bound.
- (c) Each of the representations and 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.

12.

Relationship between Parties

The parties hereto have entered into this MOU on principal to principal basis. Nothing contained herein shall constitute or construe to be an agency or partnership or association of persons or joint venture between the Parties and nothing herein contained shall authorize or empower either of the party to incur or create or suffer to be created any obligation or commitments on behalf of the other or to act as agent of the other party. Each party shall be personally and by itself and responsible to pay and bear their respective income tax and all other applicable taxes, if any arising out of or as a result of this agreement.

13.

Notices

- 13.1 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

Arun Kasana

ARUN KASANA
SECRETARY

NTPC SAHAKARI AWAS SAMITI LTD

For SHARDA INFRA
Lakesh Shale
Proprietor

hand or facsimile message against a written confirmation of receipt by registered letter or by courier subsequently confirmed by letter.

- 13.2 Any such notice, demand or communications 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.

14. **Arbitration**

- 14.1 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.

- 14.2 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 Greater Noida.

15. **Force Majeure**

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.

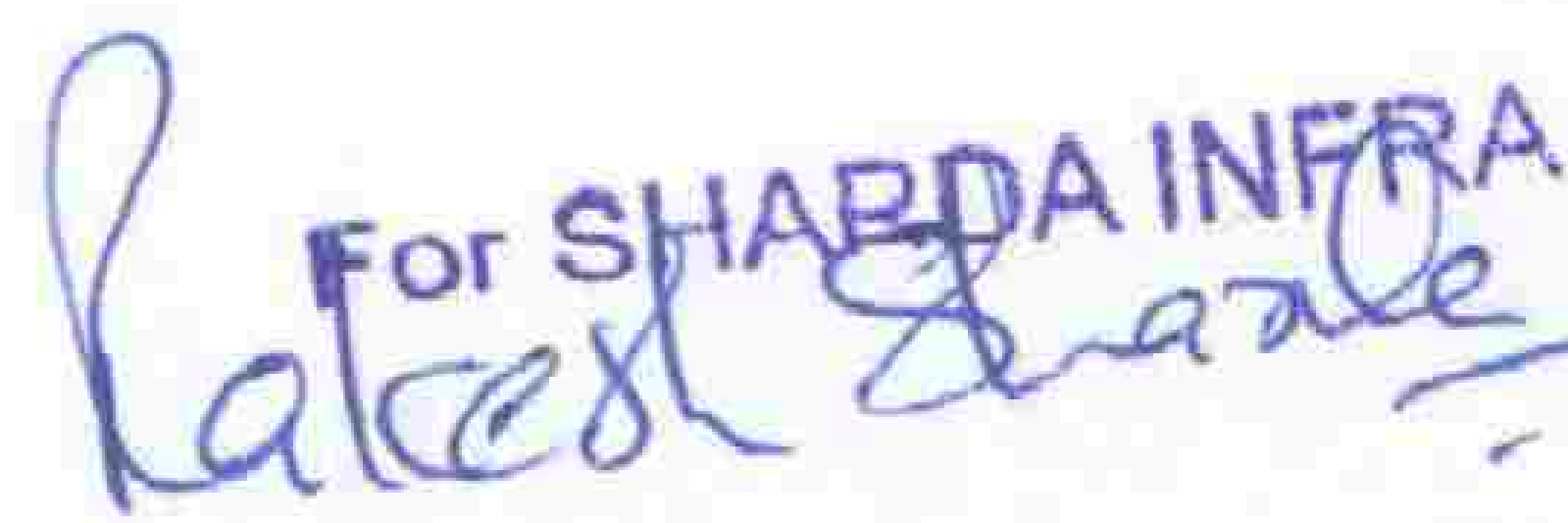
16. **Termination of Consortium MOU**

This consortium MOU may be terminated upon completion of project.

17. **Miscellaneous**

- 17.1 This MOU is in addition to previous agreement entered between the parties with respect to subject matter of this


ARUN KASANA
SECRETARY
NTPC SAHAKARI AWAS SAMITI LTD


For SHARDA INFRA
Proprietor

MOU.

17.2 In the event of conflict between the terms of this MOU and any previous agreement, then the terms of previous agreement shall prevail.

17.3 Any provision of this MOU which is invalid or enforceable, shall be ineffective to the extent of such invalidity or enforceability, without affecting in way the remaining provisions hereof.

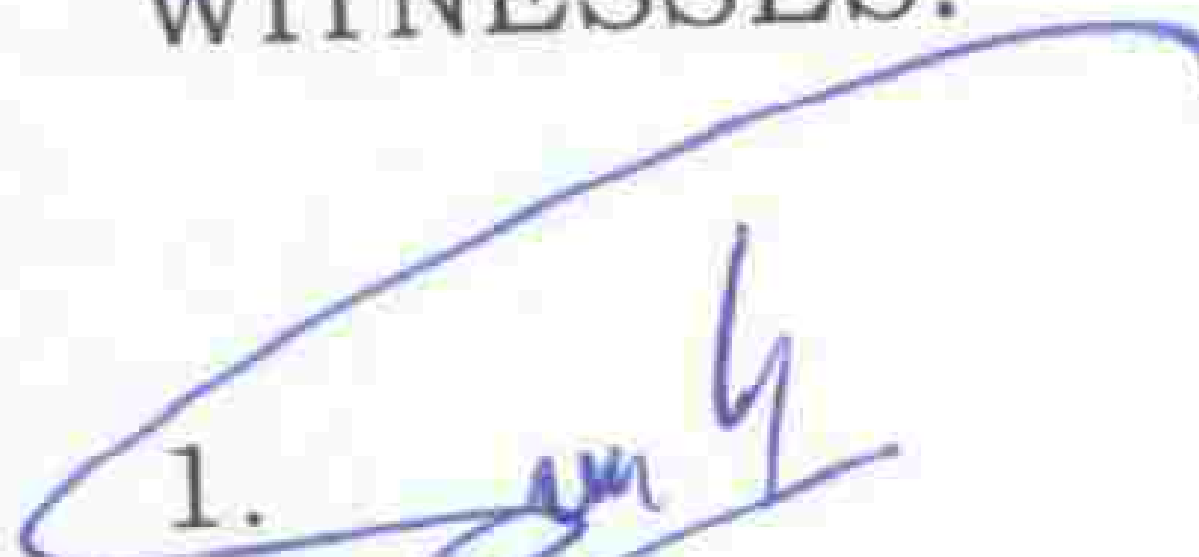
17.4 This MOU shall be governed and interpreted by, and construed in accordance with the laws of India without giving effect to the principal of conflict of laws there under.

17.5 In case of any change in the members of the Consortium, an amended consortium MOU shall be submitted by the Lead member to the Governing Agency.

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

WITNESSES:

For N.T.P.C SAHAKARI AWAS SAMITI LTD

1. 

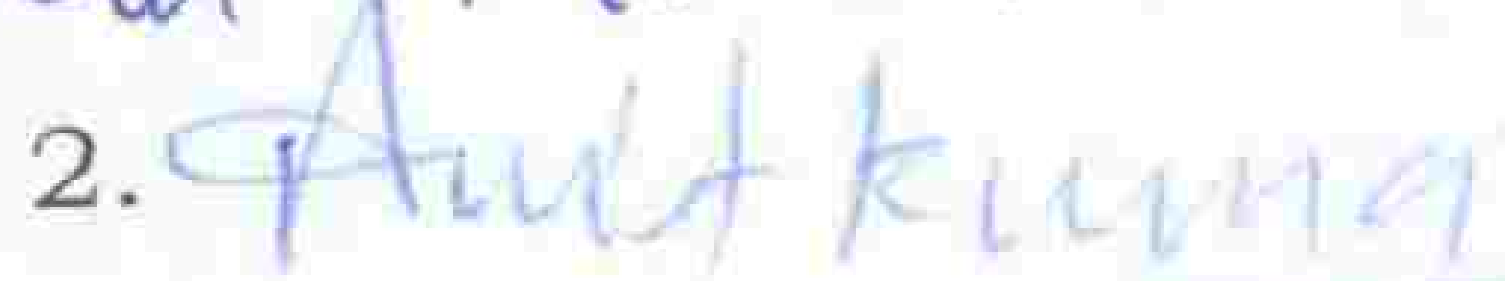
ARUN KASANA
(SECRETARY)


ARUN KASANA
SECRETARY

NTPC SAHAKARI AWAS SAMITI LTD

Sumit Singh S/o Jasjit Singh
A1/1103 EPV-I
Gur. Noida Sec-Chi-II

For SHARDA INFRA

2. 

RAKESH SHARDA
(PROP.)


For SHARDA INFRA
Proprietor

AMIT KUMAR

S/o Shri Ram Kharan Ram

B-88/1, Ganga Vihar Delhi-94


Mahesh Nagar
Advocate
Sub-Registrar Office
Gr. Noida, Dadri
Mob.-9911484377

आवेदन सं०: 202200743081758

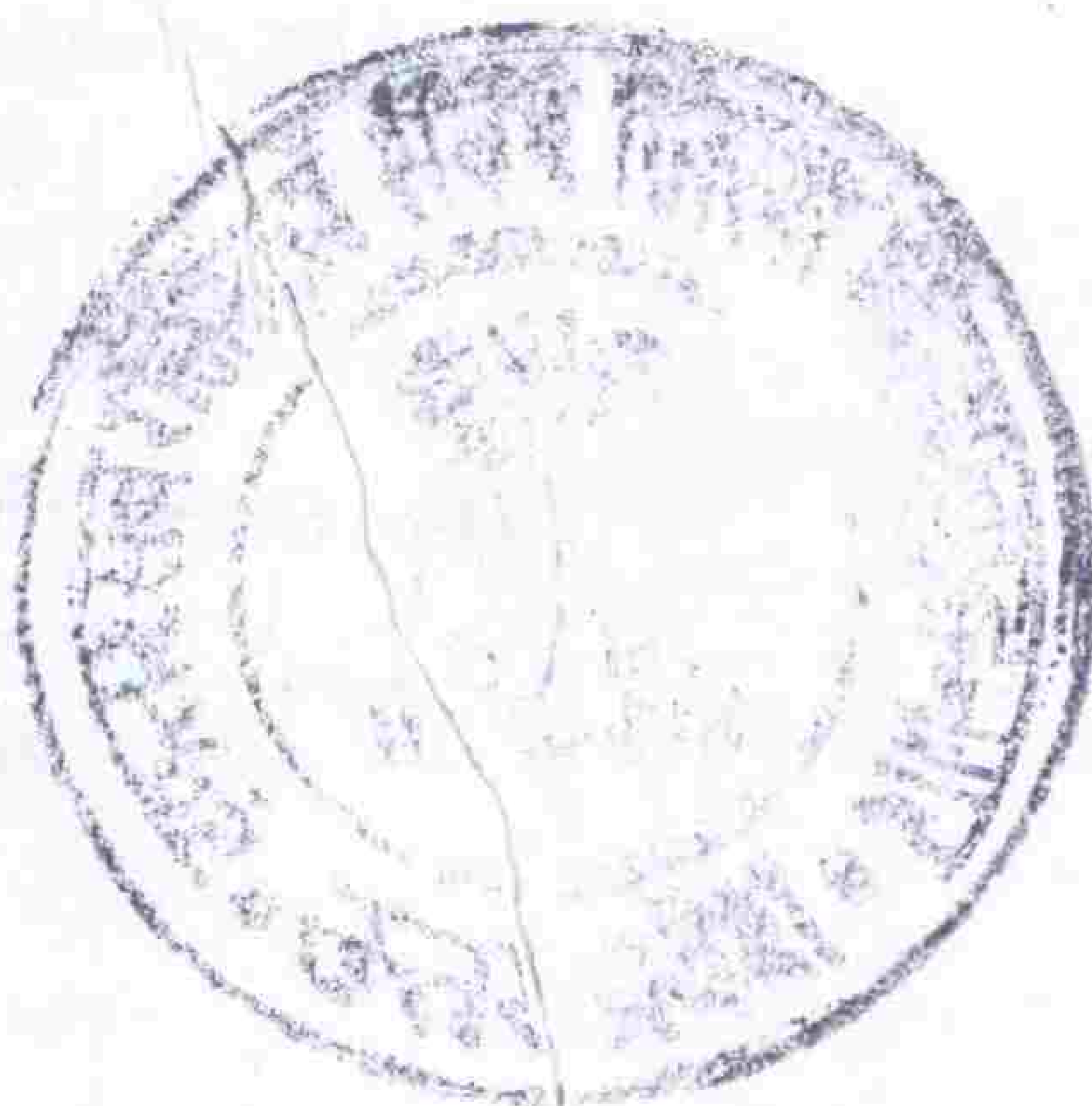
बही संख्या 4 जिल्द संख्या 1032 के पृष्ठ 165 से 190 तक क्रमांक
2958 पर दिनांक 30/11/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रेम प्रकाश सिंह
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
30/11/2022

प्रिंट करें



बही सं०: 4

रजिस्ट्रेशन सं०: 2958

वर्ष: 2022

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री एन० टी० पी० सी० सहकारी आवास समिति लिमिटेड के
द्वारा अरुण कसाना, पुत्र श्री गजराज सिंह
निवासी: मकान सं-वाईसी-279, एन० टी० पी० सी० सोसाइटी
ग्रेटर नोएडा

व्यवसाय: अन्य

द्वितीय पक्ष: 1

श्री मै० शारदा इन्फ्रा के द्वारा राकेश शारदा, पुत्र श्री बिश्वा नाथ
शारदा

निवासी: फ्लैट सं-803, टावर-1, ऑरेंज काउंटी, अभय खंड-1,
इंदिरापुरम गाजियाबाद

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री सुरेश पाल सिंह, पुत्र श्री जसरत सिंह

निवासी: ए-1/1103, एक्सप्रेस पार्क, व्यू अपार्टमेंट, चाई-5, ग्रेटर
नोएडा

व्यवसाय: अन्य

पहचानकर्ता : 2

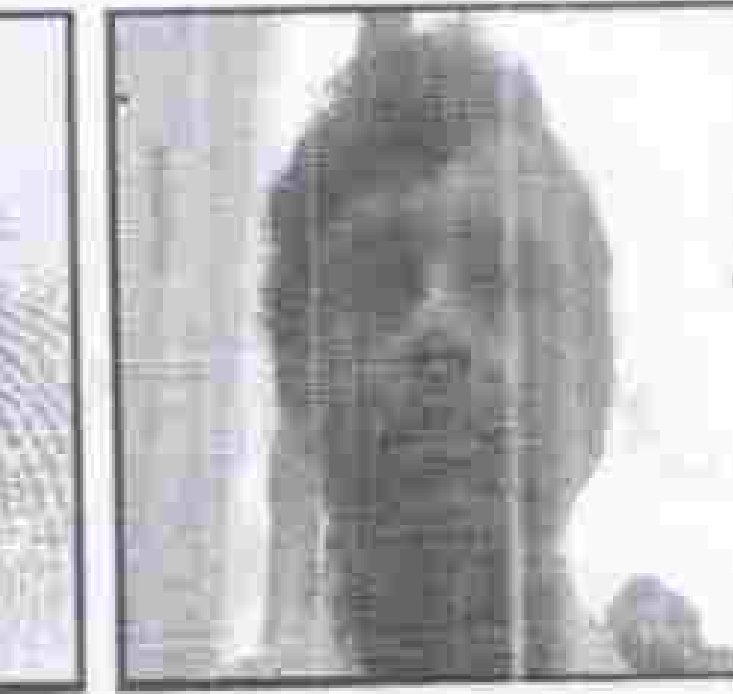
श्री अमित कुमार, पुत्र श्री राम नारायण राम

निवासी: बी-88/1, मुली सं-2, गंगा विहार, गोकलपुर
दिल्ली-110094

व्यवसाय: अन्य

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

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
30/11/2022

सैय्यद मशकूर अली
निबंधक लिपिक गौतम बुद्ध नगर
30/11/2022

प्रिंट करें

आवेदन सं०: 202200743081758

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 2958

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग : 180

श्री मै० शारदा इन्फ्रा द्वारा
राकेश शारदा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री बिश्वा नाथ शारदा
व्यवसाय : अन्य
निवासी: फ्लैट सं-803, टावर-1, ऑरेंज काउंटी, अभय खंड-1, इंदिरापुरम गाजियाबाद

Rakesh Sharda



श्री, मै० शारदा इन्फ्रा द्वारा

राकेश शारदा अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 30/11/2022
एवं 01:10:02 PM बजे
निबंधन हेतु पेश किया।

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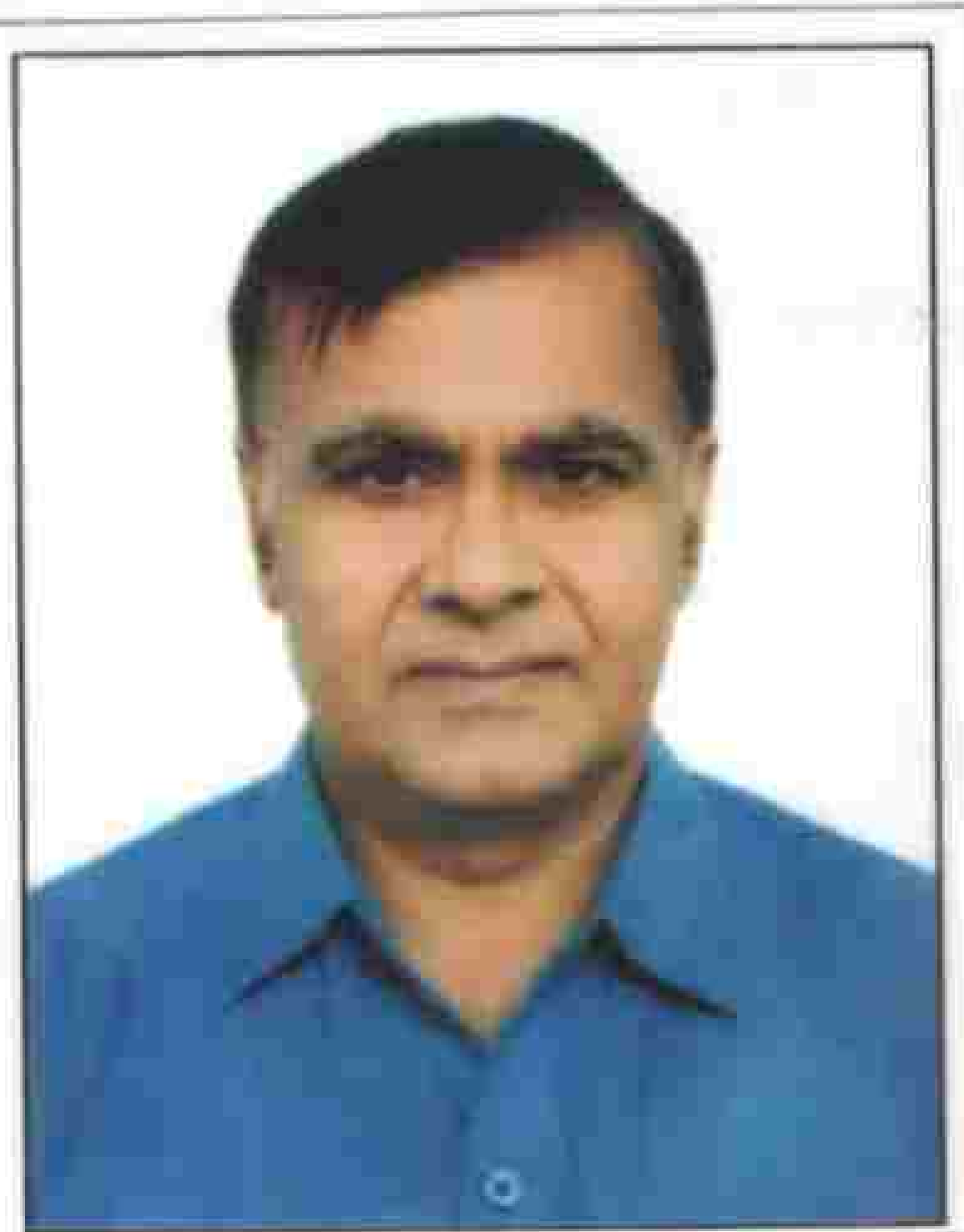
प्रेम प्रकाश सिंह
उप निबंधक :सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
30/11/2022

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सैय्यद मशकूर अली
निबंधक लिपिक
30/11/2022



प्रिंट करें

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