

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
ORIGINAL APPLICATION NO. 58 OF 2022**

Aryavart Foundation ...Applicant

Versus

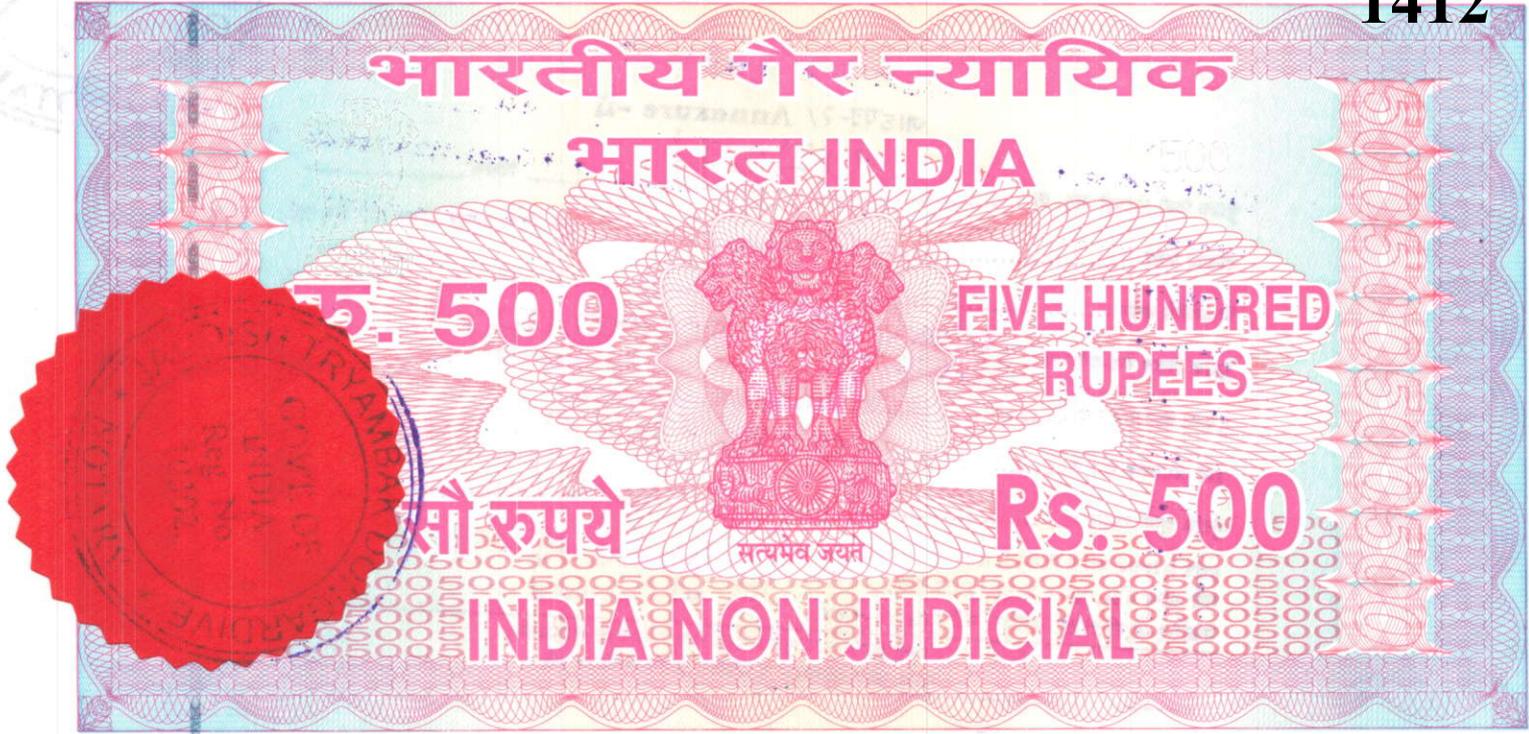
M/s RIA CETP Co-op Society Ltd. & Ors. ...Respondents

**ADDITIONAL DOCUMENT ON BEHALF OF
RESPONDENT NOS. 6 & 7:**

Sr.No.	Particulars	Pg. No.
1.	Copy of the Joint Venture Agreement dated 14.09.2018, executed between Respondent Nos. 6 & 7.	1412-1416
	Last page	1416



Advocates for Respondent Nos. 6 & 7



महाराष्ट्र MAHARASHTRA

2018

AL 862353



DEED OF PARTNERSHIP

(JOINT VENTURE OF M/s.R & B Infra Project Private Limited AND M/s.Hydroair Tectonics (PCD) Ltd.

This Memorandum of Understanding for Joint Venture Agreement made and entered into at on this 14th day of September 2018 by and between:

M/s. R & B Infra Project Private Limited, having its registered office at B-1, Neela Apartment, Opp. Mandpeshwar Ind. Estate S.V.P Road, Borivali (W), Mumbai - 400092 and Mr. Balwant Singh (Project Head) as its authorized representative (here after referred as "FIRST PARTY")

AND

M/s. Hydroair Tectonics (PCD) Ltd., having its registered office at 106, Concorde Premises, Plot No.66A, Sector 11, C B D Belapur, Navi Mumbai-400614 and Mr.



Harshajain Singh (Chairman) as its authorized representative. (here after referred as "SECOND PARTY")

DEFINITIONS

In this deed, the following words and expression shall have meanings set out below:

"The Joint Venture" ("JV" for short) shall mean **"RBIPPL AND HYDROAIR (JV)"** and **"RBIPPL AND HYDROAIR (JV)"** Joint Venture collectively acting in collaborations for the purpose of this agreement.

"Apex Co-ordination Body (ACB) shall mean the body comprising Director of the Parties to the Joint Venture"

"The Owner" shall mean **"Maharashtra Industrial Development Corporation, and having its Principal office at Udyog Sarathi, MIDC Office, Marol Industrial Area, Andheri (East), Mumbai, Maharashtra, India - 400093."**

"The Works" shall mean the **"Design, Build and Commissioning including Rehabilitation and Upgrade of 22.5 MLD Common Effluent Treatment Plant (CETP) onDB basis with Operation & Maintenance at Roha Industrial Area."**

"The Contract" shall mean the contract entered into or to be entered into between the "Joint Venture" and "The Owner" for the works.

JOINT VENTURE (JV)

(whereas the Parties hereto declare that, they agree and undertake to form a Joint Venture for the purpose of Execution of the works, as an integrated Joint Venture. The JV shall be called as "JOINTVENTURE" for short) Provided that the Parties are not under this agreement entering into any permanent Partnership or Joint Venture to tender or undertake any contract other than the subject works. Nothing herein contained shall be considered to construe the Parties or Partners to constitute either Party the agent of the other.

WITNESSES

WHEREAS the Executive Engineer, MIDC Division Alibaug, Revas Road, Nagdongari, Chendhre, Alibaug, Dist Raigad, Maharashtra - 402201 herein after referred as the Executive Engineer, have invited tenders for the work of **"Design, Build and Commissioning including Rehabilitation and Upgrade of 22.5 MLD Common Effluent Treatment Plant (CETP) onDB basis with Operation & Maintenance at Roha Industrial Area"** hereinafter referred as "The Works".

Whereas PARTY NO. I and PARTY NO. II wish to execute the Contract, if awarded as per the terms of this indenture. Now, therefore this Deed of Partnership witnesses as follows :-



That these recitals are and shall be deemed to have been part and parcel of the present MOU for JV. That, this MOU shall come into force from the date of this MOU i.e. 14th day of September the year 2018.

That, the operation of this MOU for JV firm concerns and is confined to "the works" only.

That, the name of the Joint Venture firm shall be "**RBIPPL AND HYDROAIR (JV)**"

That, PARTY NO. I and PARTY NO. II shall jointly execute the works according to all terms and conditions as stated in the relevant instructions contained in the Bid Documents / Contract as an integrated JV styled as "**RBIPPL AND HYDROAIR (JV)**".

That, this MOU for JV shall regulate the relations between the parties and shall include without being limited to them the following conditions.

M/s. R & B Infra Project Private Limited shall be the lead Company Incharge of the Joint Venture for all intents and purpose.

The parties hereto shall jointly and severally liable to MIDC for all acts, deeds and things pertaining to the Contract. The Contract for the works shall be signed by Shri. Balwant Singh as a General Power of Attorney Holder.

That the Director of one of the parties of the JV, M/s. R & B Infra Project Private Limited shall be the lead Partner of the JV firm and shall have the Power to Control and Manage the Affairs of the JV.

That, on behalf of the Joint Venture Lead Partner, M/s. R & B Infra Project Private Limited have the Authority to incur liabilities, receive instructions and payments, sign and execute the Contract for and on behalf of the Joint Venture. All payments made under the contract shall be made into the Joint Venture's bank account.

One or two Bank Accounts shall be opened in the name of JV to be operated by the Joint Signatory by representative of both the Partner of Joint Venture.

That each of the parties to the JV agrees and undertake to place at the disposal of the JV benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility including the provision of information, advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be as follows :-

Name of Contractor	Share of Percentage
1) M/s. R & B Infra Project Private Limited	51%
2) M/s. Hydroair Tectonics (PCD) Ltd	49%
Total	100%

And all rights, interests, liabilities, obligations, works experience and risks (and all net profit or net losses) arising out of the contract shall be shared or borne by the





Parties in proportion to these share. Each of the parties shall furnish its proportionate share in any bonds, guarantees, sureties required for the works as well as its proportionate share in working capital and other financial requirements, all in accordance with the decisions of the Apex Coordinating body.

Any loan/advances shall be shared by the FIRST PARTY and SECOND PARTY in the ratio of 51% and 49% respectively.

All funds, finance or working capital required for carrying out and executing, the works or contract shall be procured and utilized by the parties are mutually agreed by them and they shall be liable and responsible for the same. Initial Capital of the JV firm shall be Rs. 1,00,000.00

The execution of the work on the site will be managed by a Project Manager. The Project Manager shall be authorized to represent the JV on site in respect of matters arising out or under the contract.

The PARTY NO. I and PARTY NO. II shall be jointly and severally liable towards the owner for the execution of the contract commitment in accordance with contract condition.

The JV shall be registered with the Registrar of Firms / Company, Maharashtra State. Prior written approval of MIDC shall be obtained before any changes are proposed to be made in this Joint Venture Agreement, once it is registered with the Registrar of firms / Company, Maharashtra State.

This Joint Venture Agreement shall not be dissolved till the completion of the defect liability period as stipulated in the Tender Document conditions of the works and till all the liabilities thereof are liquidated.

That, questions relating to validity and interpretation of this deed shall be governed by the laws of India. Any disputes in interpretation of any conditions mentioned herein shall be referred to Arbitrator by mutual consent of the parties to the JV and such proceedings shall be governed by the Indian Arbitration and Conciliation act, 1996. The award of the Arbitrator shall be final and binding on the parties, hereto, neither the obligations of each party hereto to perform the contract nor the execution of works shall stop during the course of these arbitration proceedings or as a result thereof.

That, no party to the JV has the right to assign any benefit, obligation or liability under the agreement to any third party without first obtaining the written consent of the other partner and MIDC.

Bank account (s) in the name of the Joint Venture firm may be opened with any Nationalized or Scheduled Bank and the representatives of both partners are authorized to operate upon such accounts jointly.

That, both the parties to the JV shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the business of the JV firm and the same shall be closed at the end of every financial year.



That the financial year of the firm shall be the year ended on the 31st day of March every year.

That upon closure of the books of account, balance sheet and profit and loss account, as to the state of affairs of the firm, as at the end of the financial year and as to the profit or loss made, or incurred by the firm for the year ended on that date respectively, shall be prepared and the same shall be subject to audit by a Chartered Accountant.

LEGAL JURISDICTION

All matters pertaining to or emanating from this JV agreement involving the owner shall be subject to jurisdiction or High Court of Judicature, at MUMBAI.

NOTICE AND CORRESPONDENCE

All correspondence and notices to the JV shall be sent to the following address :

B-1, Neela Aaprtment, Opp. Mandpeshwar Ind. Estate, S.V.P Road, Borivali (West), Mumbai - 400092.

IN WITNESS WHERE TO the parties have caused their duly authorized representative to sign below :

Signed for and on behalf of
M/s. R & B Infra Project Private Limited

B. Singh

Mr. Balwant Singh
Project Head



Witness

1. NILESH Acharya *N. Acharya*

2. RINKESH Desai *R. Desai*



Signed for and on behalf of
M/s. Hydroair Tectonics (PCD) Ltd

H. Singh

Harbhajan Singh
Chairman



ATTESTED BY ME

J. Jagdish

JAGDISH TRYAMBAK DONGARDIVE
Advocate & Notary, (Govt. Of India)
Saraswati Chawl, Kranti Nagar,
Zopadpatti, Akurli Road,
Kandivali (E), Mumbai - 400 101.
(Maharashtra)

24 SEP 2018