

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

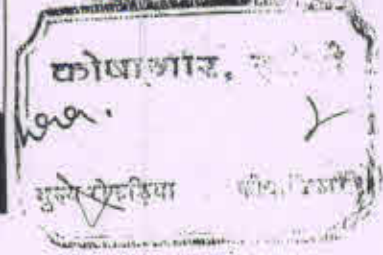
Rs.1000

प्रदेश UTTAR PRADESH

AF 456897



CONSORTIUM AGREEMENT



This Agreement is made and executed at Jhansi on this 21st day of January of 2015.

BETWEEN

M/s Sanfran Developer Pvt. Ltd. a company incorporated under the Companies Act, 1956, having its registered office at 143, First Floor, Tribhuvan Complex, Ishwar Nagar, Mathura Road, New Delhi through its Director Mr. Santosh Kumar Mishra (hereinafter referred to as the Lead Member which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns), AND

M/s Sanfran Ashok City, a partnership firm registered under Indian Partnership Act, 1932 (Registration no.3530-Dt.31.01.2012) having its registered address at Sanfran Ashok City, Kanpur-Gwalior Bypass Road, Jhansi through its partner Mr. Chetan S. Mastava

SANFRAN DEVELOPER PVT. LTD.

Santosh Kumar Mishra
DIRECTOR

M/s SANFRAN ASHOK CITY
Chetan S. Mastava
Auth. Signatory



Chetan S. Mastava
Page 1 of 5

प्रथम पक्ष

Registration No.: 8

Year : 2,015

Book No. : 4

0101 संतोष कुमार मिश्रा (यथाप्रलेख)

प्रिमाध मिश्रा

ए 70 रोड नं 28 नोयडा

व्यापार



M/s Sanfran Buildwell Pvt. Ltd. a company incorporated under the Companies Act, 1956, having its registered office at 143, First Floor, Tribhuvan Complex, Ishwar Nagar, Mathura Road, New Delhi through its Director Mr. Jagdish Kumar Mishra

Party No. 1 is a Lead Developer and party No. 2-3 Hereinafter referred to as **CONSORTIUM MEMBERS** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, legal heirs, wholly owned subsidiaries and the permitted assigns.

WHEREAS all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium with the object of development of various complexes, projects in Village Merri, Jhansi and also in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh or any Government/Semi Government or any other statutory authority for selection of Private Developer for development of various complexes, projects.

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

1. **Lead Member:**

- 1.1 Consortium member mutually decided to appoint **M/s Sanfran Developer Pvt. Ltd.**, as Private Developer and Lead Member.

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

- 2.1 The sole aim of this **Consortium Agreement** is for the development of the various properties in the Dist-Jhansi, State of Uttar Pradesh.
- 2.2 The Lead Member shall solely by its signature prepare and submit a proposal and map for the selection/approval of the Developer Consortium for development of various complexes, projects and shall design, develop, finance, construct, sell, operate and maintain the properties of other consortium members.
- 2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties of all the consortium members.

SANFRAN DEVELOPER PVT. LTD.

Jagdish Kumar Mishra
DIRECTOR

Project Management Structure and Rules of the Members:

M/s. SANFRAN BUILDWELL PVT. LTD.
Director
Signature



कम से 11705 दिनांक 20/1/15 मूल्य 1000/-
 कैता का नाम सतीश चन्द्र मिश्रा डा. 20/1/15
 पिता/पति का नाम सतीश चन्द्र मिश्रा
 पता 143 समुदाय डिप्लोमा कॉम्प्लेक्स
 मयूरा रोड नर दिवली
 स्वयं विवेकता
 ला. नं. - 1/15 दिनांक 31-03-2015 तक
 फोटो के साथ

सतीश चन्द्र मिश्रा
 हस्ताक्षर

विक्रय अनुबंध विलेख

10,000.00

20

10,020.00

700

फोटो रजिस्ट्री

नकल व प्रति शुल्क

योग

अनुबंध

पतिपुत्र

श्री सतीश चन्द्र मिश्रा (यथाप्रलेख)

पुत्र श्री सतीश चन्द्र मिश्रा

व्यापार

निवासी ग्राह्यी सर्वनगर सी पी मिशन कम्पा तहसील व जिला झांसी

अस्थायी पता

वे यह लेखपत्र इस कार्यालय में

दिनांक 21/1/2015

समय 11:00AM

वर्जित निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र मिश्रा

उप निबन्धक प्रथम

झांसी

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

प्रथम पक्ष

श्री संतोष कुमार मिश्रा (यथाप्रलेख)

पुत्र श्री प्रेमनाथ मिश्रा

पेशा व्यापार

निवासी ए 70 सेक्टर 26 नोयडा

द्वितीय पक्ष

21/1/2015

श्री सतीश चन्द्र मिश्रा (यथाप्रलेख)

पुत्र श्री सतीश चन्द्र मिश्रा

पेशा व्यापार

निवासी सर्वनगर सी पी मिशन कम्पा तहसील व जिला झांसी

श्री जगदीश मिश्रा (यथाप्रलेख)

पुत्र श्री वी एन मिश्रा

पेशा व्यापार

निवासी 9/1762 कैलाशनगर गांधीनगर दिल्ली



M/s Sanfran Developer Pvt. Ltd., Consortium shall act as a Private Developer as per definition of Jhansi Development Authority and arrange for Land and finances for the project. No land is being transferred by this Agreement.

Funding and Basis of Sharing the Expenditure and Remuneration:

1. Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by the M/s Sanfran Developer Pvt. Ltd., Consortium.
2. The M/s Sanfran Developer Pvt. Ltd., Consortium shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium members and execute mortgage deed by its signature for the project. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium members. Consortium members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.
3. Upon completion of the Project any profit and loss shall be shared by the M/s Sanfran Developer Pvt. Ltd., Consortium Members in ratio of their shareholding.

GENERAL TERMS AND CONDITIONS:

1. **GOVERNING LAW:** This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

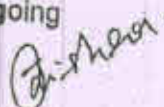
2. **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.

SETTLEMENT OF DISPUTES: All members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event the members failing to amicably resolve any dispute in the foregoing

DEVELOPER
DIRECTOR


M/s SANFRAN DEVELOPERS
Auth. Signatory




Page 3 of 5


ने निष्पादन स्वीकार किया।

निष्पादको पहचान श्री आनन्द दुबे

पुत्र श्री सी एम दुबे

पेशा व्यापार

Arup

निवासी सर्वनगर सी पी मिशन कम्पा तहसील व जिला झांसी

व श्री लवकुश शर्मा

पुत्र श्री रामदास शर्मा

पेशा अन्य

निवासी सिविल लाइन तहसील व जिला झांसी

ने को।

पुन्यक्षता भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

निष्पादको की पहचान यथाप्रलेख है



रजिस्ट्रार निष्पादको के तह

सुनीलचन्द्र मिश्रा
उप निबन्धक प्रहरी
झांसी

21/1/2015



manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.

WAIVER: The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.

TOTALITY: This Consortium Agreement embodies the entire understanding of the members and there are no promises. Terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Consortium Agreement. This Consortium Agreement also supersedes all previous communications and other consortium agreement between the members written or oral for this project.

CONFIDENTIALITY: All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the Government of Uttar Pradesh.

NOTICES : Any notice required pursuant to this Consortium Agreement shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

MODIFICATION AMENDMENT: The terms and conditions of this Consortium Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

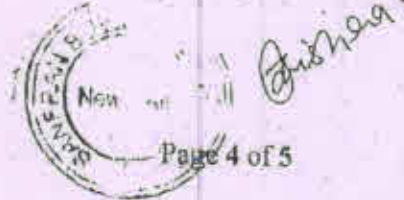
VALIDITY:

(i) TERMINATION OF CONSORTIUM AGREEMENT: This Consortium Agreement shall be terminated upon the arrival of the first of the following

EVENTS:-







- Rejection of our proposal by the Government of Uttar Pradesh or any other statutory authority.
- Upon Completion of the Project.
- (ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project.

10) MISCELLANEOUS/ LIABILITY:

Nothing in this shall be construed providing for the sharing of Profit & Losses 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 nor 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 this Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/ members for any indirect, incidental, special or consequential damages however caused, whether as a consequences of the negligence of the one member or otherwise.

IN WITNESS WHEREOF the lead member and consortium members have executed this Consortium Agreement on this 21st day of January 2015 at Jhansi and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

WITNESSES:

Aadubey
Anand Dubey S/o C.M. Dubey
C.P. MENTION Compound
Jhansi

SANFRAN DEVELOPER PVT. LTD.

[Signature]
DIRECTOR
Lead Member

Law Kush Sharma & Ramdas Sharma
Civil Line, Sham 81

Consortium Members
M/s. SANFRAN ASHOK
Educon Samrat

Typed & Draft by: Ramod Singh (Adv.)

[Signature]
Stamp: SANFRAN DEVELOPER PVT. LTD. New Delhi
Page 5 of 5

[Signature]

आज दिनांक: 21/01/2015 को

पृष्ठ सं. 4 जिल्द सं. 69

पृष्ठ सं. 179 से 188 पर क्रमांक 8

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के उत्तरदाय


रामचन्द्र मिश्रा

उप निबन्धक प्रथम

झोंसी

21/1/2015

