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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000



AF 390100

**CONSORTIUM AGREEMENT**

This Agreement is made and executed at Jhansi on this 7th day of July of 2015.

**BETWEEN**

1. 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. Jagdish Kumar Mishra The authorization given through Board of Directors Resolution Dt. June 1st 2015 (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
2. Mr. Dinesh Kumar S/o Shri Tej Ram Verma R/o Jal Sansthan Colony Gwalior Road Jhansi (Identification through PAN Card AOFPV6534B). (hereinafter referred to as the Consortium member- 1/Land Owner which expression unless repugnant to the context are meaning thereof be deemed to include its nominees successors wholly owned subsidiaries and the permitted assigns). AND

SANFRAN DEVELOPER PVT. LTD

AUTH. SIGN.

3. Mr.Vrindavan S/o Shri Lota R/o Mauja Merry Tehsil & District Jhansi. (Identification through PAN Card AMIPV6234F) (hereinafter referred to as the Consortium member- 2/Land Owner which expression unless repugnant to the context are meaning thereof be deemed to include its nominees successors wholly owned subsidiaries and the permitted assigns).AND

4. Ms. Upasana Panjwani D/o Shri Mukesh Panjwani R/o Villa No-78 Ansal Basera Estate Colony Gwalior Road Jhansi. Through Mrs. Reema Panjwani W/o Shri Mukesh Panjwani (Identification through PAN Card AHZPP6081G) (hereinafter referred to as the Consortium member- 3/Land Owner which expression unless repugnant to the context are meaning thereof be deemed to include its nominees successors wholly owned subsidiaries and the permitted assigns).

Party No. 1 is a Lead Developer and party No. 2-4 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

- a) All the above mentioned party entered and executed this consortium agreement for forming a consortium with the object of development of residential project Sanfran Ashok City and other project in Jhansi. In the state of Uttar Pradesh.
- b) The members have agreed to join hands in form of a consortium to provide the financial, technical, managerial and other services for the said project on the terms and condition set forth in this consortium.

Sanfran Development  
Signature  
BOTH SIGN

दिनेश कुमार वृन्दावन

Reema Panjwani

विक्रय अनुबंध विलेख

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7/7/15

पनिफल

श्री दिनेश कुमार  
पुत्र श्री तेजराज वर्मा

दिनेश कुमार

फॉय रजिस्ट्री

नकल व प्रति शुल्क

योग

अन्त नमूना

निवासी व्यापार

निवासी व्यापार

निवासी पता

जल संस्थान कालोनी ग्वालियर रोड तहसील व जिला झांसी

निवासी पता

दिनांक 7/7/2015

समय

3:36PM

इस निबन्धन हेतु पं. क्रिया।



रजिस्ट्रार ग्वालियर

सुभाष चन्द्र बोस

उप निबन्धक प्रथम

झांसी

निष्पादन लेखपत्र बाट मनन व समझने मजमून

पथम पक्ष

द्वितीय पक्ष

7/7/2015

श्री सनफ्रान डेवलेपर प्रा लि द्वारा डाय.जगदीश

कुमार मिश्रा

पुत्र श्री वी एन मिश्रा

पेशा व्यापार

निवासी 143 प्रथमतः त्रिभुवन कॉम्प्लेक्स

इन्दौरनगर मथुरा रोड नईदिल्ली

दिनेश



श्री दिनेश कुमार

पुत्र श्री तेजराज वर्मा

पेशा व्यापार

निवासी जल संस्थान कालोनी ग्वालियर रोड तहसील व जिला झांसी

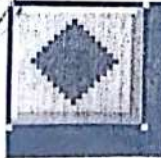


श्री वृन्दावन

पुत्र श्री लोटा

पेशा कृषि

निवासी ग्राम गैरी तहसील व जिला झांसी



श्रीमती उपासना पंजवानी (यथाप्रत्यक्ष)

पुत्री श्री मुकेश पंजवानी

पेशा व्यापार

निवासी विला नं 78 अंराल गरीबा ग्वालियर रोड तहसील व जिला झांसी

वृन्दावन

Upaasana Panjwani

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

**1. Lead Member:**

1.1 Consortium members mutually decided to appoint **Sanfran Developer Pvt. Ltd.**, as Private Developer and Lead Member.

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

2.1 The aim of this **Consortium Agreement** is for the development of the residential cum commercial project **Sanfran Ashok City** at village-merry in the Tehseel & Distt-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 residential projects and shall design, develop, finance, construct, sell, operate and maintain the property of other consortium members in this project.

2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties of all the consortium members.

**3. Project Management Structure and Rules of the Members:**

**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.

**4. Funding and Basis of Sharing the Expenditure and Remuneration:**

4.1 The **Sanfran Developer Pvt. Ltd.**, Consortium shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium member 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 member. Consortium member have no objection in mortgaging their title deeds before any Financial Institution/ Banks.

DEVELOPER PVT LTD

Signature  
CITY SIGN.

दिनेश कुमार

वृत्तान्त

Sanfran

4.2 The Land of Consortium Member would be treated as expenditure on their part. And all expense involved in obtaining requisite licenses, permissions, sanctions from the concerned authorities and development works, construction works of the project shall be incurred and paid by the Lead Member.

4.3 Sale proceed of the Project shall be shared by the Sanfran Developer Pvt. Ltd., Consortium Member in the following ratio.

A - Sanfran Developer Pvt. Ltd.	-	90 %
B - Dinesh Kumar	-	05 %
C - Vrindavan	-	03 %
D - Upasana Panjwani	-	02%

## 5. GENERAL TERMS AND CONDITIONS:

### 5.1 Roles and Responsibilities:

Every member of the consortium shall be individually responsible for discharging his obligation as specified in Schedule - 1 and jointly and severally liable for the successful completion of the entire project.

### 5.2 Power:

Consortium Member - 1 - 3 will not have any right claim on open area, common facilities, common amenities ,common area , common passage , of the project and these area will slowly owned possed and manage by lead member.

### 5.3 GOVERNING LAW:

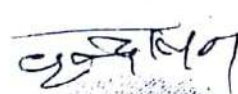
This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

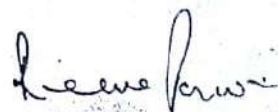
### 5.4 FORCE MAJEUR:

None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of

SANFRAN DEVELOPER PVT. LTD.

 SIGN

दिनेश कुमार 



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.

**5.5 SETTLEMENT OF DISPUTES:**

All members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be final and binding.

**5.6 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.

**5.7 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. All the consortium members are bound with their responsibility as per schedule no-1 for completion of project.

PRATAP VEERAPPA PVT. LTD.  
AUTH SIGN.

दिनेशकुमार २  
वृन्दावन

Reena Raw

द्वितीय पक्ष

Registration No. : 75

Year : 2,015

Book No. :

0201 दिनेश कुमार

तेजराज बर्मा

जल संस्थान कालोनी ग्वालियर रोड तहसील व जिला झांसी  
आगरा



0202 सुन्दावन

बोया

ग्राम मैरी तहसील व जिला झांसी  
कृषि



0203 उपासना पंजवानी (यथाप्रलेख)

मुकेश पंजवानी

घिला न 78 अंसल बसेरा ग्वालियर रोड तहसील व जिला झांसी  
आगरा



5.8 **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.

5.9 **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.

5.10 **MODIFICATION AMENDMENT:**

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

**VALIDITY:**

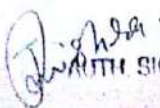
5.11 **TERMINATION OF CONSORTIUM AGREEMENT:**

The Consortium Agreement shall be valid and enforceable till the completion of the Project.

5.12 **MISCELLANEOUS/ LIABILITY:**

For the avoidance of doubt it is hereby clarified that the all members of the consortium shall be held individually responsible for the obligations mentioned in **Schedule - 1** regarding their specific roles and responsibilities undertaken by them under this agreement.

DEVELOPER PVT. LTD.

 SIGN

दिनेश कुमार

वन्दाना





IN WITNESS WHEREOF the lead member and consortium members have executed this Consortium Agreement on this 7th day of July 2015 at Jhansi and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

WITNESSES:

AdRabee

1. Anand Dubey  
S/o C.M. Dubey  
A-1 Green house  
city colony Mansi

Lead Member DEVELOPER PVT. LTD.  
Sanfran Developer Pvt. Ltd.

AUTH. SIGN.

Member -1

Dinesh Kumar S/o Tej Ram

दिनेश कुमार

Members - 2 Vrindavan S/o Lota

वृन्दावन

Members - 3

Reema Panjwani W/o Shri Mukesh Panjwani

Reema Panjwani

Draft by-Mahesh Dixit Advocate  
Typed by - Satish Kumar

Mahesh

(SR)

## SCHEDULE-1

### Roles and Responsibilities of Each Individual Member of the Consortium

(Refer Clause -5.1, 5.6 and 5.11)

(Description of Roles and Responsibilities of each Individual Member of the Consortium)

Sr.No.	Type of Member	Roles and Responsibilities
1	<b>Lead Member</b> Sanfran Developer Pvt. Ltd. 143, First Floor, Tribhuvan Complex, Ishwar Nagar, Mathura Road, New Delhi	To obtain requisite licence, Permissions sanctions and approval for development and construction, execution of development and construction work, maintenance of services, management and disposal of properties of members.
2	<b>Member -1</b> Mr. Dinesh Kumar S/o Late Tej Ram Verma R/o Jal Sansthan Colony Gwalior Road Jhansi U.P.	To give absolute discretion about land (Gata no. 70 & 72 at Mauza Meri Tehseel & District Jhansi) to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.
3	<b>Member - 2</b> Mr. Vrindavan S/o Shri Lota R/o Mauja Meri Tehasil & District Jhansi U.P.	To give absolute discretion about land (Gata no. 58m, 62,63,64,65,66, 67,71,73,74 and 254/5 at Mauza Meri Tehseel & District Jhansi) to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.
4	<b>Member - 3</b> Ms. Upasana Panjwani D/o Shri Mukesh Panjwani R/o Villa No. 78 Ansal Basera Estate Colony Gwalior Road Jhansi U.P.	To give absolute discretion about land (Gata no. 99/6 at Mauza Meri Tehseel & District Jhansi) to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.

*(Signature)* दिनेश कुमार कुटुम्बा *(Signature)* Rameshwar

आज दिनांक 07/07/2015 को

वही सं. 4 जिल्द सं. 71

पृष्ठ सं. 171 से 186 पर क्रमांक 75

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



सुभाषचन्द्र मिश्रा

उप निबन्धक प्रथम

झाँसी

7/7/2015

