



उत्तर प्रदेश UTTAR PRADESH

AE 041580



CONSORTIUM AGREEMENT

STAMP DUTY: -1000/-Rupees Only


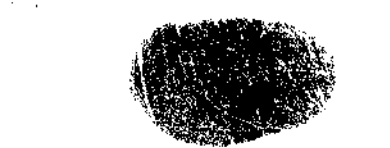
This Consortium Agreement (hereinafter referred as Agreement) is made and executed at Meerut on this 15th day of December, 2019.

AMONGST

- 1- Shri Varun Agarwal S/o Shri Amit Agarwal R/o 4 Vijay Nagar, Meerut, Uttar Pradesh-250001 in his personal capacity & as partner of M/s Saraswati Buildcon having its office at S-2, Saraswati Enclave, Shivaji Road, Meerut & as partner of M/s Saraswati Infrastructures having its office at IInd Floor, Saraswati Plaza, Shivaji Road, Meerut Uttar Pradesh -250001 (hereinafter called the "Lead Party/Lead Member", which expression shall, wherever the context so admits include its heirs, successors, assignees, administrators legal representatives, attorneys and executors on the First Part; and




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सहायकी विद्यार्थी छात्र पालिका वसुधैव कुटुम्बकम् श्री अमिताभ बच्चन
निवासी: 4, अजय नगर मेरठ

10/12/19



AR BISHNOI
ADVOCATE



AR BISHNOI
ADVOCATE



AR BISHNOI
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ADVOCATE



AR BISHNOI
ADVOCATE





उत्तर प्रदेश **UTTAR PRADESH**

capacity & as partner of M/s Saraswati Buildcon having its office at S-2, Saraswati Enclave, Shivaji Road, Meerut & as partner of M/s Saraswati Infrastructures having

AE 041623

its office at IInd Floor, Saraswati Plaza, Shivaji Road, Meerut Uttar Pradesh -250001 (which Expression shall mean and include her heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Second Part:

3- Shri Amit Agarwal S/o Late Shri Prem Kishan R/o 4 Vijay Nagar, Meerut, Uttar Pradesh-250001 as partner of M/s Saraswati Buildcon having its office at S-2, Saraswati Enclave, Shivaji Road, Meerut & as partner of M/s Saraswati Infrastructures having its office at IInd Floor, Saraswati Plaza, Shivaji Road, Meerut Uttar Pradesh -250001 (which Expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Third Part:

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(3)

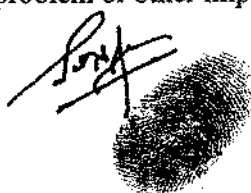
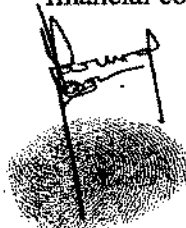
Each Party shall individually be referred to as a "Party" and collectively be referred to as the "Parties"

WHEREAS; all of the above-mentioned parties are the legal owners of their land, (Details of Which are given in end of this Agreement) and decided to enter into and execute this consortium Agreement with the object of development of a Residential Colony named as "**Saraswati Vatika Extension**" situated in Meerut, Uttar Pradesh (hereinafter referred as "**Project**")

The Agreement and its terms and condition witness hereinafter as:

- 1- The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to develop their land by common resources, and Co-operation with each other as residential Colony named as "**Saraswati Vaitka Extension**" as described above.
- 2- The Parties herein agree that no party shall withdraw from this Agreement during the development of the Project and up to the issuance of completion certificate for any reason, whatsoever.
- 3- The Parties herein also have represented and assured each other that they will abide and be bound by the terms and conditions stipulated by Government of Uttar Pradesh or any provision of Law, as applicable in the matter at this time.
- 4- The Parties hereby agree that the Party of the First Part shall act as the **Lead Party** amongst the parties and shall enter into and execute the Agreement on behalf of himself and on behalf of the other parties with Meerut Development Authority and other U.P Government department and also undertake to co-operate with each other in order to ensure smooth and perfect development and execution of the Project. The Lead Party is hereby authorized by other parties to incur liabilities and revive instructions for and on behalf of all other parties to this Agreement to be shared proportionally as per their share.
- 5- The Firm M/s Saraswati Buildcon represented by First Party Shri Varun Agarwal will be the promoter and developer of the Project.
- 6- The Parties herein also undertake to inform in time to each other regarding any financial contribution problem or other impediments which may have an impact

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आवेदन सं०: 202000734014859

बही सं०: 4

रजिस्ट्रेशन सं०: 87

वर्ष: 2020

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

भागीदार: 1

श्री वरुण अग्रवाल, पुत्र श्री अमित
कुमार

निवासी: 4 विजय नगर मेरठ

व्यवसाय: व्यापार



भागीदार: 2

श्री सोनल शर्मा के द्वारा वरुण
अग्रवाल, पुत्र श्री अमित अग्रवाल

निवासी: 4 विजय नगर मेरठ

व्यवसाय: व्यापार

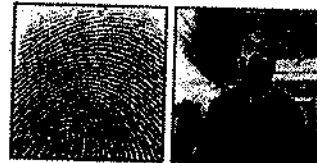


भागीदार: 3

श्री अमित अग्रवाल के द्वारा वरुण
अग्रवाल, पुत्र श्री अमित अग्रवाल

निवासी: 4 विजय नगर मेरठ

व्यवसाय: व्यापार



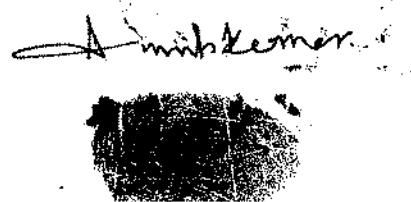
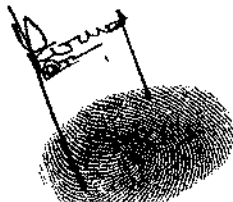
ने निष्पादन स्वीकार किया। जिनकी पहचान

(4)

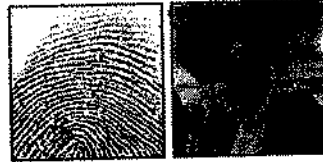
on the timely development and execution of the Project and shall take all remedial measures and to contribute his /her share proportionally to ensure successful development and performance of Project.

- 7- Each Party shall be fully responsible, liable and accountable for all financial transactions of his part under this Agreement and each Party shall pay its own taxes and make other Government statutory and mandatory payments / taxes / duties. The Parties herein further undertake to ensure each other that all applicable legal regulations are observed, appropriate records of all financial transactions and appropriate documentation as required are kept.
- 8- The waiver or any breach of any term by any party of this Agreement shall not prevent the subsequent enforcement of the terms and shall not be deemed to be waiver of any subsequent breach or waiver of any liability.
- 9- Parties shall be under obligation not to disclose to any outside party, all documents and information exchanged between the parties for the purpose of the project under this agreement and shall be kept and treated as "Strictly Confidential" for the other party and any information shall not be shared with other outside person or agency except Government of Uttar Pradesh or as required by Law.
- 10- Any notice pursuant to this Agreement shall be given in writing and shall be delivered by hand or by electronically under acknowledgement of sending by facsimile to the parties to this Agreement at the address appearing in the beginning of this Agreement.
- 11- The terms and conditions of this agreement can be modified /amended as may be stipulated by Government of Uttar Pradesh and or as mutually decided by Parties to this Agreement.
- 12- This Agreement shall be terminated upon the first of the following events:
 - Rejection of the proposal by government of Uttar Pradesh or by provisions of Law
 - Upon Completion of development of this Project and after getting the completion certificate.
 - By mutual consent.
- 13- New Party can be admitted into this Agreement, with the prior written permission of the parties to this Agreement.

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श्री रतन सिंह, पुत्र श्री गिरिराज
सिंह
निवासी: सरस्वती टावर मेरठ
व्यवसाय: अन्य
पहचानकर्ता: 2



श्री मुकुल, पुत्र श्री कृष्ण खिलानी
निवासी: मकान न0-692
लक्ष्मणपुरी मेरठ
व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

सचिन सिंह,
उप निबंधक : सदर तृतीय
मेरठ

लोकेश कुमार -
निबंधक लिपिक



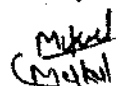


(5)


- 14- That the satisfactoriness of this Agreement shall be mutually decided later on.
- 15- That the roles and services to be rendered by the Parties to this Agreement shall be decided mutually.
- 16- Every party will sell out or alienate plots out of his land whose title & ownership he so posses.
- 17- This Agreement is formed / created hall constructed in accordance with the Laws of India as amended from time to time and in the event to conflicts between the provisions of this Agreement and the said Laws, the later shall prevail.
- 18- By this Consortium Agreement all parties have amalgamated their land for development to be done by Firm M/s Saraswati Buildcon, details of land are given in Annexure "A" annexed hereto.
- 19- All the Parties agree to settle amicably all disputes arising out of or concerning with this Agreement, in the event of Parties Failing to amicable resolve any dispute, the matter shall be referred to Sole Arbitrator, to be appointed by mutual consent, whose decision shall be binding as per the Arbitration and Conciliation Act, 1996 (Act No. 26, 1996) as amend in 2016.
- 20- That this Agreement shall be valid and enforceable till the completion of the development works in project and the completion certificate is issued for the Project.

In witness whereof, the parties hereto have signed this agreement subscribing their respective hands and seals on the day, month and year given above in the presence of the following witness.

WITNESSESS:

- 1 
(Ratan Singh)
S/o Late Shri Gopi Lal Singh
Taswar
- 2 
M. S. Chaudhary
Ment.
- 
(Mukul)
Mukul S/o Shri Kishan Lal Singh
S/o Late Shri Gopi Lal Singh
Taswar

DATED 15-12-2019 DRAFTED BY VIPIN KUMAR BISHNOI, ADVOCATE, MEERUT


VIPIN KUMAR BISHNOI
ADVOCATE

आवेदन सं०: 202000734014859

बही संख्या 4 जिल्द संख्या 400 के पृष्ठ
45 से 54 तक क्रमांक 87 पर दिनांक
18/03/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Sachin Singh

सचिन सिंह .

उप निबंधक : सदर तृतीय

मेरठ

18/03/2020

