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उत्तर प्रदेश UTTAR PRADESH

GD 144825

**CONSORTIUM AGREEMENT**

STAMP DUTY: -1000/-Rupees Only

This Consortium Agreement (hereinafter referred as Agreement) is made and executed at Meerut on this 01<sup>th</sup> day of July, 2024.

**BETWEEN**

- 1- M/s Saraswati Buildcon having its office at S-2, Saraswati Enclave, Shivaji Road, Meerut through Partner Varun Agarwal (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

*[Signature]*  


*[Signature]*

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(2)

And

2- Smt. Madhu Agarwal (Earlier Known as Madhu Gupta) W/o Shri Amit Agarwal in her personal capacity, R/o 4, Vijay Nagar, Meerut Uttar Pradesh -250001 (which Expression shall mean and include her heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Second Part:

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 and decided to enter into and execute this consortium Agreement with the object of development of a Residential Colony named as "SARASWATI VATIKA COLONY- (I-BLOCK)" situated in Meerut, Uttar Pradesh (hereinafter referred as "Project")

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(3)

**The Agreement and its terms and condition witness hereinafter as:**

1. All the Consortium member, have mutually decided to appoint M/S SARASWATI BUILDCON as a lead Member.
2. Aim and Scope of Consortium Agreement: The Sole aim of this Consortium Agreement is for submitting the proposal the development of the Integrated Township in the state of Uttar Pradesh.
3. **Shareholding and Profit/ Loss sharing basis in Consortium**
  - a) M/S SARASWATI BUILDCON shall act as a lead member of the Consortium. The other member of the consortium has empowered M/S SARASWATI BUILDCON to take any decision in relation of the said project.
  - b) The shareholding of all the members of the consortium shall be in the ratio of their land contributed in the project. Profit and Loss will be divided in Land sharing ratio between the consortium members.

*[Signature]*

*[Signature]*

Contd.-4





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4. **Project Management Structure and Roles of the Members**

M/S SARASWATI BUILDCON will work as Private Developer as per definition of Meerut Development Authority and arrange for land and Finance for the project in future.

M/S SARASWATI BUILDCON will provide technical know-how for the implementation of the project.

M/S SARASWATI BUILDCON will arrange finance and look after the implementation of the project, if awarded.

5. **Funding and Basis of Sharing the Expenditure and Remuneration**

a. Up to the Completion of the Project in the name of Consortium, all cost related to the Project shall be borne by M/S SARASWATI BUILDCON.

b. The Consortium shall raise loans from the Financial Institution/Banks for the project and any shortfall in financing of the Project shall be contributed by the consortium members in the ratio of their shareholding.

Contd.-5

*[Signature]*

*[Signature]*





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- c. Upon completion of the Project profit or loss shall be shared by the Consortium members in ratio of their shareholding of the land contributed.
- 6- 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.
- 7- 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.
- 8- The Parties hereby agree that the Party of the First Part shall act as the Lead Party between 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

Contd.-6





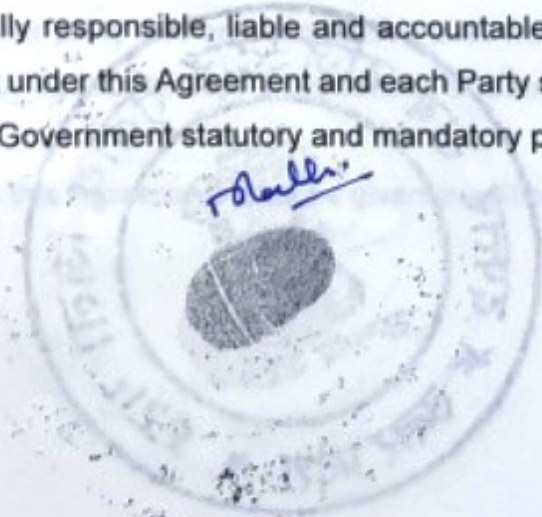
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(6)

- 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 receive instructions for and on behalf of all other parties to this Agreement to be shared proportionally as per their share.
- 9- 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 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.
- 10- 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

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/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.

- 11- 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.
- 12- 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.
- 13- Any notice pursuant to this Agreement shall be given in writing and shall be

Contd.-8

*[Signature]*

*[Signature]*





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(8)

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.

- 14- 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.
- 15- 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.

Contd.-9

*[Signature]*  


*[Signature]*  
  




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श्री मल्लिकार्जुन विल्डिन्कोन S-2 मल्लिकार्जुन विल्डिन्कोन

श्री अमर फर्मा 9301-मथुरा

आवेदन सं०: 202400734051195

विक्रय का दिनांक: 1/7/2024

100 स्टांप विलेख

भागीदारी विलेख

पृष्ठ सं०: 4

रजिस्ट्रेशन सं०: 151

वर्ष: 2024

प्रतिफल: 0 स्टाम्प शुल्क - 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिनिधिकरण शुल्क - 60 योग: 560

श्री मैसर्स सरस्वती विल्डिन्कोन द्वारा पार्टनर द्वारा  
वरुण अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री अमित अग्रवाल  
व्यवसाय: व्यापार  
निवासी: 4, विजयनगर, मेरठ



श्री, मैसर्स सरस्वती विल्डिन्कोन द्वारा पार्टनर द्वारा  
वरुण अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि

मे यह लेखपत्र इस कार्यालय में दिनांक 03/07/2024 एवं  
02:18:13 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हर्ष अर्पण वादव  
उप निबंधक: सदर तृतीय  
मेरठ  
03/07/2024  
अनिल कुमार  
निबंधक निषिक्त  
03/07/2024







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(9)

- 16- New Party can be admitted into this Agreement, with the prior written permission of the parties to this Agreement.
- 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- 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 amended in 2016.
- 19- 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.

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वर्ष: 2024

विशेष सं: 4

निष्पादन सं: 151

निष्पादन से संबंधित सहायक व समर्थन में प्राप्त धनराशि के प्रलेखानुसार उक्त

भागीदार: 1

श्री मैसर्स सरस्वती विन्डिकोन द्वारा पार्टनर के द्वारा वरुण अग्रवाल, पुत्र श्री अमित अग्रवाल

निवासी: 4, विजयनगर, मेरठ।

व्यवसाय: व्यापार

भागीदार: 2

1/5/2024



श्री मधु अग्रवाल उर्फ मधु गुप्ता के द्वारा वरुण अग्रवाल, पुत्र श्री अमित अग्रवाल

निवासी: 4, विजयनगर, मेरठ।

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री सचिन भारद्वाज, पुत्र श्री देवेंद्र भारद्वाज

निवासी: शास्त्रीनगर, मेरठ।

व्यवसाय: वकालत

पहचानकर्ता: 2



श्री विजय चौहान, पुत्र श्री राम पाल सिंह

निवासी: मुस्तान नगर, मेरठ।

व्यवसाय: नौकरी



रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

हर्ष वर्धन यादव

उप निबंधक: सदर तृतीय

मेरठ

03/07/2024

अनिल कुमार,

निबंधक लिपिक मेरठ

03/07/2024







उत्तर प्रदेश UTTAR PRADESH

GD 144834

(10)

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.

**WITNESSES:**

1

(Sachin Bhardwaj)

S/o Sh. Devesh Bhardwaj

R/o- BD-61, Ansal Colony,

Shastri Nagar, Meerut.

(M/S SARASWATI BUILDCON)

2

(Vijay Chauhan)

S/o Sh. Rampal Singh

R/o- Multan Nagar, Meerut.

(MADHU AGARWAL)

DATED 01-07-2024 DRAFTED BY VIPIN KUMAR BISHNOI, ADVOCATE, MEERUT.



क्रमांक 116

स्वास्थ्य का मूल्यांकन 100 (शत प्रतिशत)

संरक्षित का नाम श्री HLT 747 (हल्ड गोत्र S.L HLT 747) 11 नवंबर

प्राप्त श्री डा. अ. पा. र. 9401 डी. व. म.

आवेदन सं०: 202400734051195

दिनांक 17/2024

80 स्वास्थ्य विभाग

वही संख्या 4 जिल्द संख्या 472 के पृष्ठ 251 से 270 तक क्रमांक 151 पर दिनांक 03/07/2024 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हर्ष वर्धन यादव

उप निबंधक : सदर तृतीय

मेरठ

03/07/2024

प्रिंट करें



**ANNEXURE-A****LIST OF TITLE OF SARASWATI VATIKA COLONY (I-BLOCK)**

<u>SL.</u>	<u>REGISTRATION NO.</u>	<u>DETAILS OF OWNERSHIP</u>	<u>AREA (SQ. MTR.)</u>	<u>TOTAL AREA S.MTR</u>	<u>PROFIT &amp; LOSS RATIO</u>
1	5564	M/S SARASWATI BUILDCON	58.52		
2	7525	M/S SARASWATI BUILDCON	80.26		
3	9963	M/S SARASWATI BUILDCON	83.61		
4	4621	M/S SARASWATI BUILDCON	86.12		
5	14200	M/S SARASWATI BUILDCON	105.34		
6	1560	M/S SARASWATI BUILDCON	125.41		
7	14567	M/S SARASWATI BUILDCON	162.53		
8	5893	M/S SARASWATI BUILDCON	167.22		
9	1129	M/S SARASWATI BUILDCON	167.22		
10	12809	M/S SARASWATI BUILDCON	167.22		
11	6698	M/S SARASWATI BUILDCON	167.28		
12	4623	M/S SARASWATI BUILDCON	178.72		
13	2274	M/S SARASWATI BUILDCON	190.44		
14	1853	M/S SARASWATI BUILDCON	418.20		
15	8557	M/S SARASWATI BUILDCON	465.00		
16	10892	M/S SARASWATI BUILDCON (OUT OF 83.61)	40.80	2663.89	88.84
17	5625	SMT. MADHU GUPTA	334.50	334.50	11.16
				2998.39	100.00

