

19/5/2019



उत्तर प्रदेश UTTAR



AC 015109

CONSORTIUM AGREEMENT

Stamp Paid for Rs. 1050/-

Sub Registrar Ist Mathura

This consortium agreement is made at on this 14th day of May 2019 by and between:
Shri Sadhna Developers, a partnership firm duly registered income tax partnership act 1932, having its registered office at G-2/86 Sector-15, Rohini, Delhi-110089, through its Authorized Signatory Sh. Anand Kaushik S/o Shri Ram Darshan R/o E-65, Ground Floor, Sector-1, Rohini, New Delhi, duly Authorized by Authorization letter dated 1st Dec 2018, which expression shall unless contrary for the repugnant of the context, here to deemed to be include their successor hereinafter referred to as a party of the first part. Mob. 9205466049, PAN : AAACB4814C

AND

M/s Bhagvati Coal Movers Pvt Ltd. a company incorporated under the provision of the Companies act 1956, having its registered office at AG-579 Shalimar Bagh New Delhi through its Authorized signatory Sh. Akhil Jain S/o Shri Devender Kumar Jain R/o 65, 3rd Floor, Bhogal Lane, Bhogal, New Delhi-110014 duly Authorized by Board of Resolution dated 2nd May 2019, passed in the board meeting which expression shall unless contrary for the repugnant of the context, here to deemed to be include their successor hereinafter referred to as a party of Second Part. Mob. 8171166666, PAN : ADUFS4831S.



Shri Sadhna Developers
Partner

For Bhagvati Coal Movers Pvt. Ltd.

Auth. Sign.



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Whereas all the above parties i.e. land owning companies have agreed to form a Consortium and appoint Shri Sadhna Developers as a leader member with an object of developing and construction of group housing project titled "Shri Sadhna Dham" in Chattikara, Vrindavan Road Chattikara in Mathura U.P. make all expenditure in relation to this activity, allot the property / flats / units to the buyer; receive payment from them, enter into agreement(s) with them and all other works and activity related to the said project.

NOW THIS CONSORTIUM AGREEMENT AND ITS TERM AND CONDITIONS AS ARE WITNESSED AS UNDER,

1. That consortium members M/s Bhagwati Coal Movers Pvt Ltd and Shri Sadhna Developers have mutually decided to appoint Shri Sadhna Developers a partnership firm duly registered income tax partnership act 1932, having its registered office at G-2/86 Sector-15, Rohini, Delhi-110089, as the lead member.

2. **Date of commencement/ Principal Place**

That this consortium agreement shall be deemed to have come into existence with effect from 14th may 2019. The principal place of business of the consortium shall be or such other places as may be mutually decided by the consortium member. This consortium agreement shall be valid and enforceable till the completion of the subject project.

For Bhagwati Coal Movers Pvt. Ltd.

S. S. S.

A. S.

 Auth. Sign.

Shri Sadhna Developers
 Partner

भारतीय गैर न्यायिक



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71AD 371034

3. **Share holding basis In Consortium**
Shri Sadhna developers shall act as the lead member of the consortium. The shareholding of all the members of the consortium shall be 70% and 30% respectively for 1st and 2nd party to the agreement.
4. **Project management structure**
Shri Sadhna developers will work as private developer and arrange finance for the project in future and look after the implementation of the project entirely
5. **Funding and basis sharing the expenditure and remuneration**
 - a- It is decided that up to the allotment of the flat(s) in the project namely SHRI SADHNA DHAM, all cost towards development of the project will be born entirely by the lead member .
 - b- The Lead member shall raise loans from the financial institution / banks for the project and any shortfall in financing of the project shall be contributed by the Lead member (1st part).
6. **Bank account/Validity**
 - a. An escrow account will be opened for the operation of the project by both the parties jointly. The all receipt of payment an a/c of sale /Booking/Advance or any other related receipts will be deposited to this account and be so deposited amount will be distributed among the parties of this consortium agreement in the share of their shareholdings i.e 70% and 30% respectively to 1st and 2nd part.
 - b. The lead member "Shri Sadhna Developers" will opine and operate a separate account for the operation of the project in which its share of 70% of escrow

For Bhagwan Coal Movers Pvt. Ltd.

Auth. Sign.

Shri Sadhna Developers
Partner

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account will be distributed, and the funds from their own sources will be contributed for the completion of project.

7. **Rights and Duties of Member**

a. That the members of this consortium shall have no rights to assign any of their benefits, rights and liabilities under this agreement to any other company firm or person without obtaining prior return consent of the other parties.

b. The 2nd member will get the 30% of total sale proceeds to be received out of the escrow account to words these cost of hand and profitability of the projects, which will settled on the completion of the projects.

8. **Governing Law / Waiver**

This consortium agreement shall be constructed in accordance with laws of India, as amended from time to time, in the event of conflict between the provision of this consortium agreement and said laws the latter prevail. The waiver of any member of any breach of any term of this consortium agreement shall not prevent the subsequent enforcement of that term.

9. **Confidentiality/term**

All members shall be under obligation not to disclose any information of the term of this consortium agreement to any third party. All documents and information exchange between the members, for the purpose of the project under the consortium, shall be treated as strictly confidential by all the members and shall not be shared with any other outsider / outside agency except the Government of Uttar Pradesh. This consortium agreement embodies the entire understanding of the member and there are no promises, terms and condition or obligation, oral or written, express or implied

S. P. Singh

Shri Sadma Developers
Partner

A. C.
For Bhadrachal Movers Pvt. Ltd.
Auth. Sign.



उत्तर प्रदेश UTTAR PRADESH {5}

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other than those contained herein , and variation, modification or alternation of any of the provision of this consortium agreement shall not be binding on the parties unless reduced in writing and sign by them or their duly authorized representative as amendment to this consortium agreement . The terms and conditions of this consortium agreement shall be modified/amended as may be stipulated by the government of the Uttar Pradesh and as mutually agreed by the consortium member.

10. Miscellaneous/Liability

Nothing in this shall be construed as providing for the sharing of the profit and loss arising out of the effort of the any of the members , except as maybe provided for in any resultant sub-contract or consortium agreement between the members . No event shall the members of this consortium agreement have any obligation or liability to the other , except as expressly written herein . No party shall be liable for any financial compensation arising out the termination of the consortium agreement. No party shall be liable to other party/member for any indirect incidental special or consequently damages howsoever caused, whether as a consequent on the negligence of the one member or other wise.

11. Notice

Any notice requiring pursuant to this consortium agreement shall be given in writing and shall be delivered by hand under acknowledgment and sent by registered post to the other party at the address appearing in the beginning of the consortium agreement

[Signature]


For Bhagwati Movers Pvt. Ltd.

[Signature]
 Auth. Sign.

Shri Sadhna Developers
Partner



उत्तर प्रदेश UTTAR PRADESH {6}

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12 Termination

This Consortium agreement shall be terminated upon the happening of the first of the following event-

- Rejection of the proposal by the Government of Uttar Pradesh .
- Upon Completion of the project .
- This agreement shall cease to be operative in the event of sale deed land by Second Part in favour of First Part .

13 Arbitration

All the members agreed 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 forgoing manner, The matter shall be referred to a sole arbitrator to be appointed/decided mutually, whose decision shall be binding.

14 This agreement is duly made for development of the project in Mathura (Shri Sadhna Dham) which has been approved by Mathura Vrindavan development Authority (MVDA), situated at Chattikara, Vrindavan Road Chattikara in Mathura U.P.

For Shri Sadhna Developers Pvt. Ltd.

[Handwritten signature]

[Handwritten signature]



Shri Sadhna Developers
Partner

आवेदन सं: 201900764017420

नाम

रजिस्ट्रेशन सं: 4

रजिस्ट्रेशन सं: 194

वर्ष: 2019

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त प्रथम पक्ष: 1

श्री साधना डवलपर्स के द्वारा आनन्द कौशिक, पुत्र श्री रामदर्शन

निवासी: ई-65 ग्राउण्ड फ्लोर सेक्टर-1 रोहिणी न्यू दिल्ली

व्यवसाय: अन्य

प्रथम पक्ष: 2



श्री मैसर्स भगवती कोल मुवर्स प्रा० लि० के द्वारा निखिल जैन, पुत्र श्री देवेन्द्र कुमार जैन

निवासी: 65 थर्ड फ्लोर भोगल लेन भोगल न्यू दिल्ली

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1



श्री कुलदीप दीक्षित, पुत्र श्री रामा शंकर दीक्षित

निवासी: फ्लैट न.36 प्रथम फ्लोर ब्लॉक ई पॉकेट-3 सेक्टर-16 रोहिणी न्यू दिल्ली

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री विष्णु दत्त शर्मा, पुत्र श्री शिव दत्त शर्मा

निवासी: रंगजी की टाल रंगजी मंदिर वृन्दावन मथुरा

व्यवसाय: अन्य

पहचानकर्ता: 2

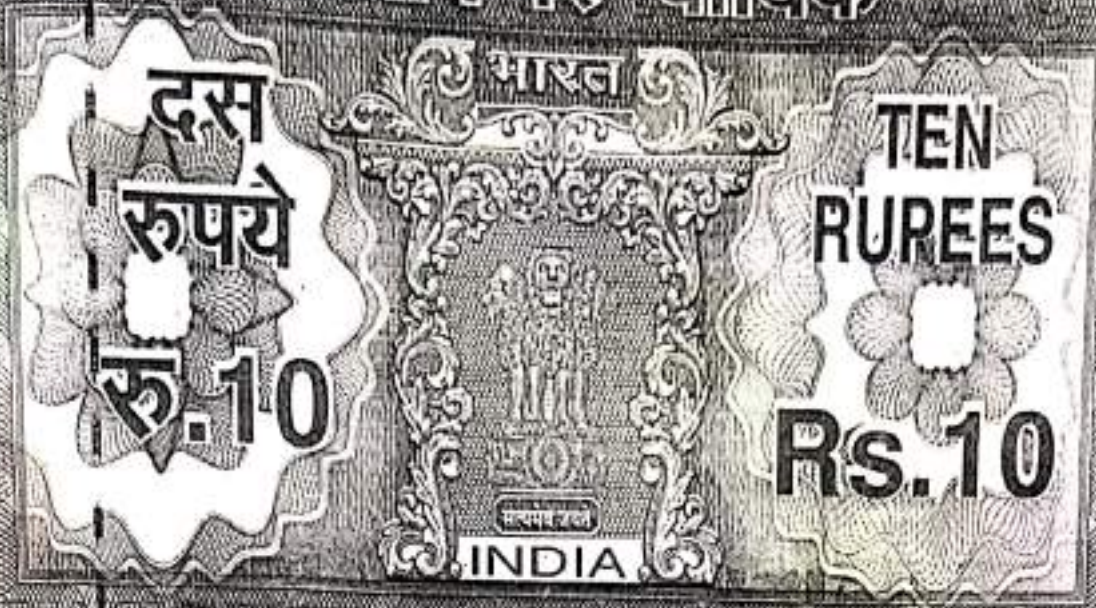


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस० के० सिंह
उप निबंधक, सदर प्रथम
सतीश चौधरी,
निबंधक लिपिक

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

भारतीय गैर न्यायिक



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उत्तर प्रदेश UTTAR PRADESH { 7 }

71AD 371038

IN WITNESS WHEREOF the members have executed this consortium agreement on this 14th of day May 2019 and have caused this consortium agreement to be signed on their behalf in the manner said below:-

Witnesses:-



1. Kuldeep Dikshit S/o Late Rama Shanker Dikshit
 R/o Flat no. 36, 1st floor, Block-E,
 Pocket-3, Sec.-16, Rohini, New Delhi.
 Mob. 9235534631

Kuldeep Dikshit



2. Vishnu Dutt Sharma S/o Shri Shiv Dutt Sharma
 R/o Rang Ji ki Tal, Rangji Mandir, Vrindavan
 Teh. and Distt. Mathura. Mob. 7055333373

विष्णुदत्त शर्मा

Signature

Party of the first Part



Signature

Party of the Second Part

For Bhagwati Con Movers Pvt. Ltd.



आवेदन सं०: 201900764017420

14/05/2019

बही संख्या 4 जिल्द संख्या 311 के पृष्ठ 223 से 236 तक क्रमांक 194 पर दिनांक 14/05/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस० के० सिंह
उप निबंधक : सदर प्रथम
मथुरा
14/05/2019

