

अनुबंध विलेख/घोषणा पत्र

प्रतिफल- 0 स्टाम्प शुल्क- 500 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री वेद प्रकाश मुकुन्द लाल एजूकेशनल सोसायटी द्वारा महेन्द्र सिंह त्यागी अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री स्व॰ श्याम लाल त्यागी

व्यवसाय : अन्य

निवासी: 10,नवयुग मार्किट गाजियाबाद

महेन्द्र सिंह त्यागी आँघकृत पदाधिकारी/प्रतिनिधि

भी, चेच प्रकाश नुपुन्य लाल रज्ञेशनील सोसायटी द्वारा ने यह लेखपत्र इस कार्यालय में दिनॉक 23/08/2018 एवं 02:31:22 PM बजे निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दयानन्द प्रभारी उप निवंधक :सदर पंचम गाजियावाद 23/08/2018

गाजियाबाद सदर पंचम लिपिक किलिष्ठ सहायक (निवंधन) - नियमित

Stamp Duty Paid Rs. 500/-

This Development Agreement is made at Ghaziabad on this 23rd day of August 2018 by and BETWEEN

The M/s SAVFAB Developers Pvt. Ltd. (PAN: AARCS3787N) a company incorporated under the provisions of the companies act, 1956 and having its registered office at Flat No. A-177, Block-A, 4th Floor, Aashirwad Apartment, Kondli, Gharauli, East Delhi-110096, hereinafter referred to as the Developer Company, represented through its Director Sh. Dhanesh Kumar Goel (Aadhar Card No. 9125 0111 5216) S/o Shri Ramautar Goel R/o C-88, Lohia Nagar, Ghaziabad who is duly authorized to enter into agreement by resolution dated 08-10-2012 passed by its Board of Directors which expression shall unless repugnant to the context hereof mean and include its successors, nominees and assigns of the First Party.

AND

VED PRAKASH MUKUND LAL EDUCATIONAL SOCIETY (PAN No. AAATV4812B) registered office: Seth Jai Prakash Mukunad Lal Engineering & Technology (J.M.I.T.) Chhota Bans, S.K. Road, Radaur, District yamuna Nagar, Haryana, Radaur Distt. Yamuna Nagar, Haryana-135133 through authorized Signatory Mahender Singh Tyagi (Aadhar Card No. 3462 2390 9304) S/o Late Shri Shyam Lal Tyagi R/o 10, Navyug Market, IIIrd Floor, Ghaziabad, is duly authorized to enter into this agreement by resolution dated 09-05-2018 passed its Second Party.

FOR SAVEAB DEVELOPERS PVT. LTD.

Disector

Auth. Signatory
The Ved Parkash Mukand Lal
Educational Society
RADAUR-135133 (YNR.)

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

प्रथम पक्ष: 1

श्री मैसर्स सेवफेव डवलपर्स प्रा॰ लि॰ के द्वारा धनेश कुमार गोयल, पुत्र श्री रामोतार गोयल

निवासी: सी-88,लोहिया नगर गाजियाबाद

व्यवसाय: अन्य

द्वितीय पक्षः 1





श्री वेद प्रकाश मुकुन्द लाल एज्केशनल सोसायटी के द्वारा महेन्द्र सिंह त्यागी, पुत्र श्री स्व॰ श्याम लाल

त्यागी

निवासी: 10,नवयुग मार्किट गाजियाव

व्यवसाय: अन्य





ने निष्पादन स्वीकार किया । जिनकी पहचान पटनायकर्या . ।

श्री शिव कुमार, पुत्र श्री नरेश कंसल

निवासी: डी-98,उत्तरांचल नक्त् नन्दग्राम गाजियाबाद

उत्तर प्रदेश

व्यवसायः अन्य

पहचानकर्ता: 2





श्री टेक सिंह, पुत्र श्री भगत सिंह

निवासी: तहसील कम्पाउण्ड गाजियाबाद

व्यवसाय: अन्य

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



WHEREAS the both parties have agreed to form a consortium and appoint M/s SAVFAB Developers Pvt. Ltd. As a lead member with an object of developing a colony in the area of at Village Mehrauli NH-24, Tehsil and District Ghaziabad Uttar Pradesh.

		Land	
1	924	4400 Sq. Mtr	5262 Sq Mtr.
2	925	1770 Sq. Mtr.	2116.92 Sq. Mtr.
3	931	4050 Sq. Mtr.	4843.80 Sq. Mtr.
4	907	380 Sq. Mtr.	454.48 Sq. Mtr.
5	908	380 Sq. Mtr.	454.48 Sq. Mtr.
	TOTALC	10980 Sq.Mtr.	13132.08 Sq. yard

Auth. Signatory
The Ved Parkash Mukand Lal
Educational Society
RADAUR-135133 (YNR.)

For SAVFAB DEVELOPERS PVT. LTD.

Director

And that the other membrs (Second Party) shall execute give a Power of Attorney in favour of M/s SAVFAB Develoers Pvt. Ltd. in relation to represent consortium and submit necessary applications/ documents to get necessary sanctions/ permissions for the project from various Government Department of authorities.

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

1- Lead Member :-

All the Consortium member, have mutually decided to appoint M/s Savfab Developers Pvt. Ltd. a company incorporeated under the provisions of the companies Act, 1956, having its registered office at Flat No. A-177, Block-A, 4th Floor, Kondli, Gharoli, Delhi-110096, as the lead member.

2- Date of Commencement/Principal Place :-

That this Consortium shall be deemed to have come into existence with effect from 20-08-2018. The principal place of business of the Consortium shall be Khasra No. 924, 925, 930, 907, 908, Village Mehrauli, N.H.-24. Ghaziabad.

Auth: Signatory
The Ved Parkash Mukand Lal
Educational Society
RAC 311R-135133 (YNR.)

For SAVFAB DEVELOPERS PVT. LTD.

Director

GHANSINYAM THAN Hed Was Ch. No.-66. Veine Lompound Ghaziebad

4- Shareholding basis in Consortium :-

a) M/s SAVFAB Developers Pvt. Ltd. shall act as a lead member of the Consortium. The other mebers of the consortium shall give Power of Attorney in favour of M/s Savfab Developers Pvt. Ltd. in relation of the said property.

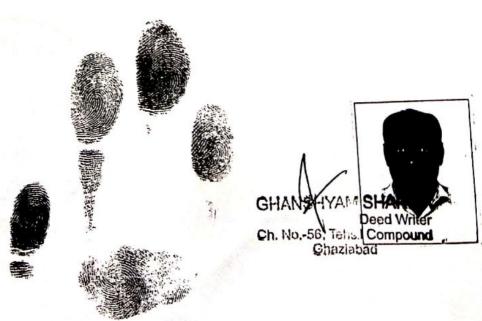
5- Defects in title deed:

That the Second party declares that the said property are free from all sorts of charges, liens, disputes, court injunctions, prior sale, prior agreement to sell or any other encumbrance whatsoever. In the event any such encumbrance is found and/ or notified, the Second Party as per its ownership shall immediately rectify the same at itw own costs within fifteen days of its coming to notice. In default by the First Party, the Second Party shall be entitled to get the encumbrance removed at the cost of the First Party and to recover costs by way of withdrawals from Second Party share of Consideration. The Second Party shall fully indemnify the Second Party against any losses, claims, damages etc., as may be caused to the Second Party on this account in addition to the expenses incurred by the First Party in getting the encumbrances removed.

FOR SAVEAB DEVELOPERS PVT. LTD.

Director

The Ved Parkash Mukand Lai Educational Society RADAUR-135133 (YNR.)



6- Bank account / Validity

The bank account(s) may be opened in the name of the Lead member. That during the continuance of this Consortium the account of the Consortium shall be closed every year on 31st day of March.

7- Right & duties of members:

That the member of this Consortium shall have no right to assign any of its benefits, rights under this agreement to any other company, firm or person without obtaining the prior written consent from the other members of the consortium.

8- Governing Law/ Waiver:

This Consortium Agreement shall in respect be constructed in accordance with the Laws 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 letter shall prevail. The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term shall not deemed to be waiver of any subsequent breach

The Ved Parkash Mukand Lal Educational Society RADAUR-135133 (YNR.)

For SAVFAB DEVELOPERS PVT. LTD.

Director

9-Confidenciality / term:

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

10- Miscellaneous /Liability:

Nothing in this shall be constructed providing for the sharing of the profit & loss arising out of the efforts of any of the mebers, except as may be provided for in any resultant sub-contract or Consortium Agreement betwen the mebrers. In no event shall the members of this Consortium Agreement have any obligation or liability to the other or 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 the termination of the Consortium Agreement, to other members of this Consortium Agreement. No other shall be liable to other Party/ members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one member of otherwise.

11- Notice

Any notice required pursuant to the Consortium Agreement shall be given writing and shall be devlivered by hand under acknowledgement of sent by facsimile to the party at the address appearing in the begining of the Consortium Agreement.

For SAVFAB DEVELORERS PVT. LTD.

Director

The Ved Parkash Mukand Lal

RADALIB-13E.

Educational Society

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12- Termination

This Consortium Agreement shall be terminated upon the arrival of the first of the following events:

- Rejection of the proposal by the Government of Uttar Pradesh.
- Upon completion of project.

13- Arbitration

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

For SAVFAB DEVELORERS PVT. LTD.

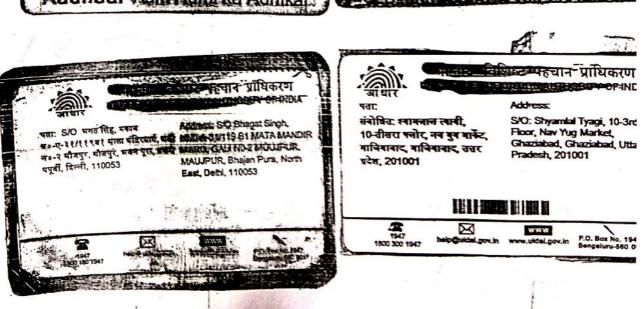
The Ved Parkash Mukand Lal Educational Society RADAUR-135133 (YNR.)

Director









IN WITNESS WHEREOF of members have executed this Consortium Agreement on this 21st day of August 2018 and have caused this consortium Agreement to be signed on their behalf in the manner set below :-

For M/s Savfab Develoers Pvt. Ltd.

For SAVFAB DEVELOPERS PVT. LTD.

Director Director

For Ved Prakash Mukund Lal Educational Society Auth. Signatory The Ved Parkash Mukand Lal **Educational Society**

Auth ADAMS 135133 (YNR.)

Witness:

Mr. Shiv Kumar

S/o Shri Naresh Kansal

R/o D-98, Uttranchal Nagar,

Nand Gram, Ghaziabad, Uttar Pradesh-201001

Aadhar Card No. 4464 3049 1175

2-

Sh. Tek Singh

S/o Shri Bhagat Singh

R/o Chamber No. 56, Tehsil Compound, Ghaziabad.

Drafted by :

Ghanshyam Sharma, Document Writer, Chamber No. 56, Tehsil

Compound, Ghaziabad.

Tehsil Compound

बही संख्या 4 जिल्द संख्या 527 के पृष्ठ 85 से 104 तक क्रमांक 3136 पर दिनॉक 23/08/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दयानन्द प्रभारी

उप निबंधक : सदर पंचम

गाजियाबाद 23/08/2018

