



उत्तर प्रदेश UTTAR PRADESH

M 556486

CONSORTIUM AGREEMENT

This Consortium Agreement is made at Ghaziabad on 14th day of July 2010 by and between:

M/s. SVP Builders (India) Ltd., a company incorporated under the provisions of the companies Act, 1956 and having its registered office at A-3 II-Floor, South Extension-I, New Delhi, through its duly authorized representative Shri Vijay Kumar (Director of the Company) S/o Shri Satpal resident of IIC-95, Nehru Nagar, Ghaziabad (U.P.) which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assigns or successors hereinafter referred to as a party of the First part

AND

M/s. SVP Developers Ltd., a company incorporated under the provisions of the companies Act, 1956 and having its registered office at A-3 II-Floor, South Extension-I, New Delhi, through its duly authorised representative Shri Sunil Kumar Jindal (Director of the Company) S/o Shri Vijay Kumar Jindal resident

क्रम संख्या... तिथि...

स्टाम्प क्रय करने का प्रयोजन...

स्टाम्प क्रेता का नाम व पूरा पता...

स्टाम्प की धनराशि...

प्रदीप गोयल - स्टाम्प विक्रेता

लाइसेंस नम्बर 22

लाइसेंस की अवधि 31 मार्च 2011

चैम्बर नं० 44, तहसील कम्पाउन्ड, गाजियाबाद

भागीदारी विलेख

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फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

भागीदारी की धनराशि

श्री विजय कुमार प्रतिनिधि एस0वी0पी0 बिल्डर्स इण्डिया लि0

पुत्र श्री सतपाल

व्यवसाय व्यापार

निवास स्थान सीकेन्ड सी-95 नेहरू नगर गा0 बाद

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक

14/7/2010

समय

3:33PM

वर्जित निबन्धन हेतु पेश किया।



रजिस्ट्रार अधिकारी के हस्ताक्षर

प्रभारी

उपनिबन्धक द्वितीय

गाजियाबाद

14/7/2010

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री विजय कुमार

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पुत्र श्री सतपाल

पुत्र/पत्नी श्री पेशा व्यापार

श्री सुनील कुमार जिन्दल

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पुत्र श्री विजय कुमार जिन्दल

पुत्र/पत्नी श्री पेशा व्यापार

श्री जगदीश धमीजा

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पुत्र श्री के0 एल0 धमीजा

पुत्र/पत्नी श्री पेशा व्यापार

श्री प्रवीन कुमार अरोडा

प्रतिनिधि जे0 पी0 जी0 बिल्डर्स

पुत्र श्री आर0 सी0 अरोडा

पुत्र/पत्नी श्री पेशा व्यापार

श्री गुरुविन्दर सिंह भल्ला

प्रतिनिधि जे0पी0 जी0 बिल्डर्स

पुत्र श्री गुरुदेव सिंह भल्ला

पुत्र/पत्नी श्री पेशा व्यापार



of IIC-95, Nehru Nagar, Ghaziabad (U.P.) which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assigns or successors hereinafter referred to as a party of the Second part

AND

M/s J.P.G. Builders, a partnership firm and having its office at A-94, Amrit Puri, Main Road East of Kailash, New Delhi through its partners 1. Shri Jagdish Dhamija S/o Shri K.L. Dhamija resident of 48A, Pocket A-12, Kalkaji Extn. New Delhi 2. Shri Praveen Kumar Arora S/o Shri R.C. Arora resident of C-90, East of Kailash, New Delhi 3. Sh. Gurvinder Singh Bhalla S/o Shri Gurdev Singh Bhalla resident of C-92 East of Kailash, New Delhi which expression shall unless contrary for repugnant to the context, here be deemed to be included his executors and assigns or successors hereinafter to as a party of the Third Part.

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PHOTOGRAPHED
Devendra Kumar Goel
Advocate
Tehsil Compound, Ghaziabad

Left hand's fingers print of
Sh. Vijay Kumar



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री वीरेश कुमार शर्मा

पुत्र श्री सत्यदेव शर्मा

पेशा नौकरी

निवासी ग्राम बिचौला जिला बुलन्दशहर

व श्री कमल कुमार

पुत्र श्री राय सिंह

पेशा नौकरी

निवासी 95 कोट गोंव गा0 बाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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प्रभाषी

उपनिबन्धक द्वितीय

गाजियाबाद

14/7/2010



14/07/2010

14/07/2010

Whereas all the above mentioned parties have entered and executed this Consortium Agreement to form a Consortium under the name & style of M/s. SVP Builders India (J.V.) with an object of developing and constructing Ghaziabad Development Authority (GDA) approved group housing in the area of Ghaziabad Development Authority, Ghaziabad (U.P.).

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

1. That this Consortium shall be deemed to have come into existence with effect from 1st day of April 2010.
2. That the Consortium shall be formed under the name & style of M/s. SVP Builders India (J.V.).
3. That the Consortium has been formed with an object of developing and construction GDA approved Group housing in the area of the Ghaziabad Development Authority, Ghaziabad and the aforesaid members are in possession of land situated in the area of Ghaziabad Development Authority, Ghaziabad.

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Devendra Kumar Goel
Advocate
Tehsil Compound, Ghaziabad

Left hand's fingers print of
Sh. Sumit Kumar Jindal



भागीदार

Registration No.:

211

Year :

2,010

Book No. :

4

0101 विजय कुमार प्रतिनिधि एस0वी0पी0 बिल्डर्स इण्डिया लि0

सतपाल

सैकिन्ड सी-95 नेहरू नगर गा0 बाद

व्यापार



0102 सुनील कुमार जिन्दल प्रतिनिधि एस0वी0पी0 डवलैपर्स लि0

विजय कुमार जिन्दल

सैकिन्ड सी-95 नेहरू नगर गा0 बाद

व्यापार



0103 जगदीश धमीजा प्रतिनिधि जे0पी0जी0 बिल्डर्स

के0 एल0 धमीजा

48-ए पाकेट ए-12 कालकाजी एक्स0 नई दिल्ली

व्यापार



0104 प्रवीन कुमार अरोडा प्रतिनिधि जे0 पी0 जी0 बिल्डर्स

आर0 सी0 अरोडा

सी-90 ईस्ट आफ कैलाश नई दिल्ली

व्यापार



0105 गुरुविन्दर सिंह भल्ला प्रतिनिधि जे0पी0 जी0 बिल्डर्स

गुरुदेव सिंह भल्ला

सी-92 ईस्ट आफ कैलाश नई दिल्ली

व्यापार



4. That the principal place of business of the Consortium shall be C-12, Lohia Nagar, Ghaziabad or such other place or places as may be mutually decided by the Consortium members.
5. That the Consortium members have mutually decided to appoint M/s SVP Builders (India) Ltd. as a lead member & that the other member shall give a General Power of Attorney in favour of M/s. SVP Builders (India) Ltd. in relation to represent consortium and submit necessary applications/documents to get necessary sanction/Permissions for the project from various Government departments of authorities as & when required.
6. Any new member may be added to the consortium with the consent of all the members to this Consortium Agreement.
7. That bank account(s) may be opened in the name of the Consortium and the said account(s) would be operated under the signature of Party of Ist Part of the Consortium.

[Signature]

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Jagdish Kumar

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[Signature]



Jagdish Kumar

PHOTO ATTESTED
Devendra Kumar Goel
Advocate
Tehsil Compound, Ghaziabad

Left hand's fingers print of
Sh. Jagdish Kumar





8. That the members of this Consortium shall have no right to assign any of its benefits, rights, and liabilities under this agreement to any other company, firm or person without obtaining the prior written consent from the other members of the consortium.
9. The shareholding of all the members of the Consortium shall be mutually decided later on.
10. That the parties hereto will invest the capital in their respective profit sharing ratios or as may be mutually agreed amongst themselves from time to time. However, there is no restriction to invest more than the said share.
11. That during the continuance of this Consortium the accounts of the Consortium shall be closed every year on 31st day of March.
12. That the roles & services of the members shall be decided jointly and with the consent of all the parties. However, the lead member shall have final say in the matter.

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TESTED
Armar Goel
Advocate
Tehsil Compound, Ghaziabad

Left hand's fingers print of
Sh. Praveen Kumar Arora





13. This Consortium Agreement shall in respect be constructed 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 latter shall prevail.
14. All the members agree to settle amicable 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 binding.
15. 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 deemed to be waiver of any subsequent breach.
16. 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 in writing and signed by them or their duly authorized representatives as amendment to this Consortium Agreement.

[Signature]

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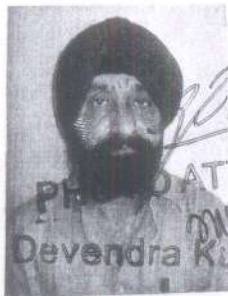


PHOTO ATTESTED
Devendra Kumar Goel
Advocate
Tehsil Compound, Ghaziabad

Left hand's fingers print of
Sh. Gurminder Singh Bhalla





17. All the members shall be under obligation not to disclose any information or terms of this Consortium Agreement to any third 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.
18. Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement or send by facsimile to the third party at the address appearing in the beginning of the Consortium Agreement.
19. The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the Consortium members.
20. 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 the project.

[Signature]

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Photo of
Sh. Virendra Kumar Sharma
Witness



Photo of Sh. Kamal Kumar
Witness





21. That this Consortium Agreement shall be valid and enforceable till the completion of the given project.

IN WITNESS WHEREOF the members have executed this Consortium Agreement on this 14th day of July 2010 and have caused this consortium Agreement to be signed on their behalf in the manner set out below:-

For SVP Builders (India) Ltd.



Director
(Party of the First Part)

For SVP Developers Ltd.



Director
(Party of the Second Part)

For J.P.G. Builders



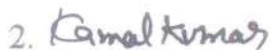
Partners
(Party of the Third Part)



Witness:-


1. 

Sh. Viresh Kumar Sharma
S/o Shri Satya Dev Sharma
R/o Vill. & Post Bichula,
Distt. Bulandshahar

2. 

Sh. Kamal Kumar
Sh. Rai Singh
R/o 95, Kot Goan, Ghaziabad.

Drafted by: Devendra Kumar Goel, Advocate, Regn. U.P. 5095/94
Chamber No. 37, Tehsil Compound, Ghaziabad.


14/7/10
Devendra Kumar Goel
Advocate
Tehsil Compound, Ghaziabad

आज दिनांक 14/07/2010 को
वही सं. 4 जिल्द सं. 297
पृष्ठ सं. 347 से 362 पर क्रमांक 211
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रभारी

उपनिबन्धक द्वितीय

गाजियाबाद

14/7/2010

