

11.10.2012
15.10.2012

Q385

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000



भारत
INDIA

उत्तर प्रदेश UTTAR PRADESH CONSORTIUM AGREEMENT Y 627283

This Development Agreement is made at Ghaziabad on this 11th day of October 2012 by and BETWEEN

M/s SAVFAB Developers Pvt. Ltd. (PAN: AARCS 3787N) a company incorporated under the provisions of the companies act, 1956 and having its registered office at Room No. 206, 1412 Lalita Park, Laxmi Nagar, Delhi - 110092, hereinafter referred to as the Developer Company, represented through its Director Sh. Vineet Goel (PAN: AARPG 8794N) S/o Sh. Dhanesh Kumar Goel R/o C-88, Lohia Nagar, Ghaziabad who is duly authorized to enter into this 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

M/s Ghaziabad Holdings Pvt. Ltd. (PAN: AAACG 5387M) and it's associates incorporated under the provisions of the companies act, 1956 and having its

Vineet Goel

[Signature]

Dhanesh Kumar



registered office at 601, G.T. Road Disco Compound Ghaziabad, hereinafter referred to as the Land Owning company, represented through its Director Sh. Navneet Kunchal (PAN: ACGPK 1495T) S/o Late Sh. C. P. Kunchal R/o 20 Rama Krishna Colony, G. T. Road, Ghaziabad who is duly authorized to enter into this agreement by resolution dated 09.10.2012 passed by its Board of Directors.

&

M/s. Fab Fininvest (India) Ltd (PAN: AAACF 0387L) and it's associates incorporated under the provisions of the companies act, 1956 and having its registered office at 1/42, Lohia Park, Laxmi Nagar, Delhi - 110092, hereinafter referred to as the Land Owning company, represented through its Director Mr. Dhanesh Kumar Goel (PAN: AAJPG 3325M) S/o Sh Ramaviar Goel R/o C-88, Lohia Nagar, Ghaziabad who is duly authorized to enter into this agreement by resolution dated 09.10.2012 passed by its Board of Directors which expression shall unless repugnant to the context here be deemed to be include its successors, nominees and assigns of the Second Party.

WHEREAS the companies have agreed to form a consortium and appoint M/s SAVFAB Developers Pvt Ltd. As a lead member with an object of developing and construction of Group Housing Project in the area of at Village Mehrauli NH- 24 Tehsil and District Ghaziabad Uttar Pradesh, make all expenditure in relation to this activity, allot the property or individual units to buyer, receive payment from them, enter into agreement with them and all other works and activities related to the project.

Unswayed

QW 2

Shareholders



And That the other members (Second Party/ies) shall execute give a general Power of Attorney in favor of M/s SAVFAB Developers Pvt Ltd in relation to represent consortium and submit necessary applications/ documents to get necessary sanctions/ permissions for the project from various Government Departments of authorities and to do all the acts on their behalf as and when required.

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 incorporated under the provision of the companies Act, 1956, having its registered office at Room No. 206, 1/42 Lalita Park, Laxmi Nagar, Delhi - 110092, as the lead member

2. Date of Commencement/Principal Place

That this Consortium shall be deemed to have come into existence with effect from 1st May, 2012. The principal place of business of the Consortium shall be Khasra No. 959, Vill. Mehrauli N.H.-24, Ghaziabad or such other places as may be mutually decided by the Consortium members. This Consortium Agreement shall be valid and enforceable till the completion of the subject project.

Unnikrishna

[Signature]

Shawar



3. Additional / Role of members

Any new member may be added to the consortium with the consent of all the members to this Consortium Agreement. 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 matter.

4. Shareholding basis in Consortium:-

- a) M/s SAVFAB Developers Pvt. Ltd. Shall act as a lead member of the Consortium. The other members of the consortium shall give a general Power of Attorney in favour of M/s Savfab Developers Pvt. Ltd. in relation of the said project.
- b) The shareholding of all the members of the consortium shall be mutually decided later on.

Unsubscribed

[Signature]

Shawla



Unsubscribed

TESTED

Amr Goel
Advocate
Taj Compound, Ghaziabad

Left hand's fingers print of
Sh. Vincent Goel



5. Project Management Structure:

M/s Savitri Developments Pvt. Ltd. will work as Private Developer and also as Co Land Owning company and arrange Land and Finance for the project in future and look after the implementation of the project entirely.

6. Funding and Basis Sharing the Expenditure & Remuneration:

- a) It is decided that upto the Allotment of flat in the Project namely Jasmine Grove, all cost towards development of project will be borne by all the members or entirely by lead member.
- 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.
- c) Upon completion of the Project any profit and loss shall be shared by the Consortium members in ratio of their shareholding.

Unmet any

[Signature]

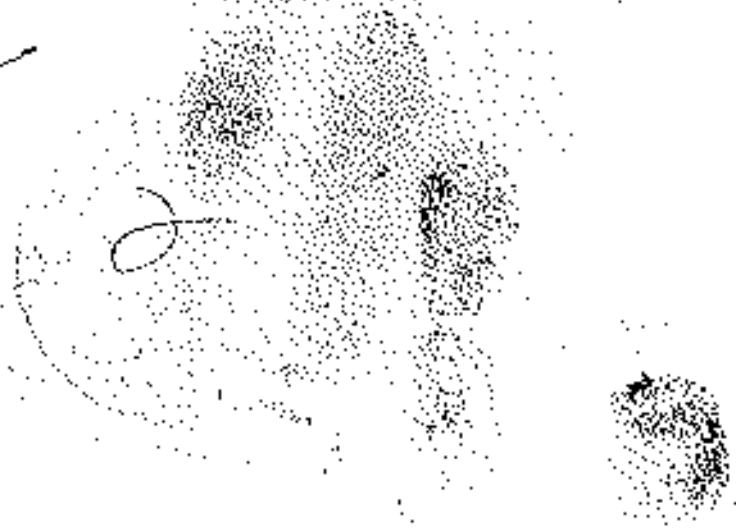
[Signature]



TESTED

Devendra Kumar Goel
Advocate
Tehsil Compound, Ghaziabad

Left hand's fingers print of
Sl. Navneet Kanchal



7. Defects in title deed

That the Second party declares that the said property are free from all sorts of charges, liens, mortgages, disputes, attachments, 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 its own costs within fifteen days of its coming to notice. In default by the Second party, the First party shall be entitled to get the encumbrance removed at the cost of the Second party and to recover costs by way of withdrawals from Second party share of Consideration. The Second party shall fully indemnify the First party against any losses, claims, damages etc., as may be caused to the First party on this account in addition to the expenses incurred by the First party in getting the encumbrances removed.

Unwilling

[Signature]

Accepted



Devendra Kumar Goel
Advocate
Tahsil Compound, Ghaziabad

Left hand's fingers print of
Sh. Dhann Kumar Goel



8. Bank account / Validity

That bank account(s) may be opened in the name of the Lead Partner and the said account(s) would be operated under signature of First Party of the Consortium. That during the continuance of this Consortium the accounts of the Consortium shall be closed every year on 31st day of March.

9. Right & duties of members

That the member 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. That the Lead Partner shall transfer 33% of the total sale proceeds to its other members i.e First party on account of sale proceeds of the land at the end of every year.

10. 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 latter shall 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 shall not deemed to be waiver of any subsequent breach.

Unseen

Unseen

Unseen



11. Confidentiality / Term

All the members shall be under obligation not to disclose any information of terms of the 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. This Consortium Agreement embodies the entire understanding of the members and there are no promises, terms and condition or obligations, oral or written, expressed or implied other than those contains herein, and variation, modification or alternation 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 representative as amendment to this Consortium Agreement. 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.

12. Miscellaneous / Liability:

Nothing in this shall be construed providing for the sharing of the profit & loss arising out of the efforts of any of the members, except as may be provided for in any resultant sub-contract or consortium Agreement between the members. 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

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Shree Laxmi



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 or otherwise.

13. Notice

Any notice required pursuant to the Consortium Agreement shall be given writing and shall be delivered by hand under acknowledgement of send by facsimile to the third party at the address appearing in the beginning of the Consortium Agreement.

14. 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.

Usual copy

ML

Shri Ram



15. Arbitration

All the members agree 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 foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.

Unnikrishnan

[Signature]

Manoj Kumar

Photostat of Mr. Narendra
Sharma written.



Photostat of Mr. Pradeep Kumar Singh
written.



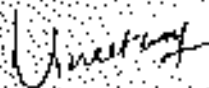
Pradeep



IN WITNESS WHEREOF of members have executed this Consortium Agreement on this 11th day of October, 2012 and have caused this Consortium Agreement to be signed on their behalf in the manner set below:-

For M/s Savfab Developers Pvt. Ltd.

For M/s Ghaziabad Holdings Pvt. Ltd.

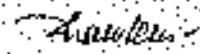

Director

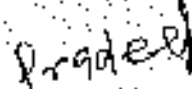

Director

Witness:

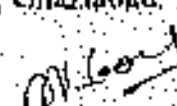
1. 
Harendra Sharma
S/o Late Sh. Dayanand Sharma
R/o C-903, Nand Gram,
Ghaziabad.
Voter Card No. FVX 7236330

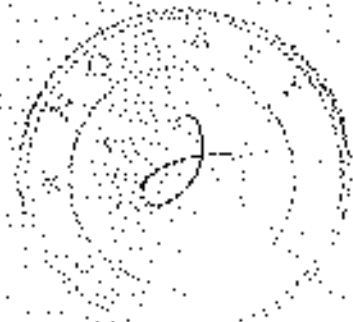
For M/s Pab Fininvest (India) Ltd.


Director

2. 
Sh. Pradeep Kumar Singh
S/o Sh. Dharam Raj Singh
R/o Vill. Semara Post Sahjanwa
Distt. Gorakhpur
Voter Card No. UP/38/187/0432355

Drafted by: Devendra Kumar Goel, Advocate, Regn. U.P. 5095/94
Chamber No. 29, Tehsil Compound, Ghaziabad.
Mob. 09810443697, 09212233697


Devendra Kumar Goel
Advocate
Tehsil Compound, Ghaziabad



आज दिनांक 15/10/2012 को
यहाँ से 4 जिल्द से 102
पृष्ठ से 153 से 174 पर कुल 395

रजिस्ट्रीकृत किया गया :

ATTESTED

TC

VEDPAL SINGH
NOTARY GHANSHYAM

रजिस्ट्रीकरण अधिकारी के हस्तक्षेप

29/12/2012
रामजी यादव

उप निबन्धक (पथम)

गान्धियाबाद

15/10/2012



M/S SAVFAB DEVELOPERS PRIVATE LIMITED.

Regd. Off. 177, Block-A, 4th Floor, Khandi, Ghaziabad, Delhi-110085

DETAILS OF LAND OF MEHROLI, NH-24, GHAZIABAD

ANNEXURE-1

S.No.	Date of Purchase	Sub Registrar	Registry No.	Purchaser/Present Owner	Khazana No.	Size in Sq. Mtr.	Bahi No.	Jild No.	Page From	Page Till	Sl. No.	Date
1	14-09-2009	V	3835	Ghaziabad Holdings Pvt. Ltd.	924	390	1	2255	139	160	3835	14-09-2009
2	28-07-2009	V	3209	Ghaziabad Holdings Pvt. Ltd.	924	2920	1	2234	265	353	3209	28-07-2009
3	18-01-2010	V	223	Ghaziabad Holdings Pvt. Ltd.	932 & 935	303	1	2311	127	138	223	18-01-2010
4	18-01-2010	V	226	Ghaziabad Holdings Pvt. Ltd.	932 & 935	1061	1	2311	159	198	226	18-01-2010
5	31-07-2009	V	3315	Ghaziabad Holdings Pvt. Ltd.	932 & 935	909	1	2238	296	345	3315	31-07-2009
6	28-07-2009	V	3211	Ghaziabad Holdings Pvt. Ltd.	933	927	1	2234	376	413	3211	28-07-2009
7	28-07-2009	V	3230	Ghaziabad Holdings Pvt. Ltd.	933	463	1	2234	354	375	3210	28-07-2009
8	07-02-09	V	2856	Ghaziabad Holdings Pvt. Ltd.	934	1443	1	2222	314	357	2856	07-02-09
9	18-01-2010	V	224	Ghaziabad Holdings Pvt. Ltd.	938	239	1	2311	139	149	224	18-01-2010
10	07-02-09	V	2855	Ghaziabad Holdings Pvt. Ltd.	938	410	1	2222	290	313	2855	07-02-09
11	28-07-2009	V	3212	Ghaziabad Holdings Pvt. Ltd.	938	547	1	2235	1	28	3212	28-07-2009
12	23-11-2006	V	7553	Fab Fininvest India Ltd.	934	577	1	1657	41	55	7553	23-11-06
13	09-03-04	V	5109	Fab Fininvest India Ltd.	936	315	1	971	187	220	5109	09-03-04
14	29-09-2005	V	5115	Fab Fininvest India Ltd.	937	2020	1	1335	94	109	5115	29-09-05
TOTAL						12,524						