

98.35/8



उत्तर प्रदेश UTTAR PRADESH



26 MAR 2018 BB 770329

CONSORTIUM AGREEMENT

This Consortium Agreement is made and executed on this 23 day of May 2018 at Karachhana Allahabad (U.P)

Among

M/s Pancham Realcon Pvt. Ltd., a private limited company duly incorporated under the provisions of the Companies Act, 1956 having its registered office at 10, L.S.C, Kalkaji New Delhi through its Authorised Signatory Shri Mukesh Kumar (hereinafter shall be called as the "PRPL")

Pacham Realcon Pvt. Ltd.

Utkrisht Real Estate Pvt. Ltd.

Natraj Colonizer (P) Ltd.

Aviral Colonisers (P) Ltd.

Satkar Colonisers (P) Ltd.

Beautiful Landbase (P) Ltd.

Bhavesh Buildcon (P) Ltd.

Mangla Villas Pvt. Ltd.

कलेक्ट्रेट कोर्ट अधिकारी-इलाहाबाद
 दिनांक ६/५/१८ द्वारा/कोर्ट कीस रूपमा-1027
 नाम पता- Pancham Rokeya, P.M.L.L
 TO: L.S.C. Kaikaji, New Delhi-11
 छत्तीसगढ़ (2010) हस्ताक्षर



भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिवन्धक कर्त्तव्य इलाहाबाद क्रम 2018024007525

आवेदन संख्या : 201800892005711

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-05-23 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम पंचम रिया अधिप्रमाणी मुख्तार

लेख का प्रकार मारीदारी विलेख

प्रतिफल की धनराशि 0 /- 0

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिलिपिकरण शुल्क 80

3. निरीक्षण या तलाश शुल्क

4. मुख्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 180

शुल्क वसूल करने का दिनांक 2018-05-23 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-05-23 00:00:00

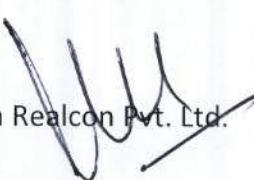
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

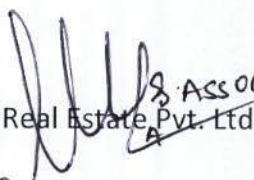


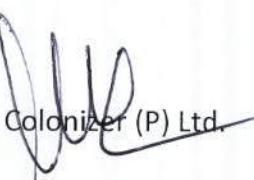
And

S Associates

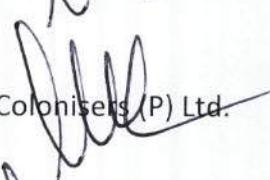
M/s Utkrisht Real Estate Pvt. Ltd., a private limited company duly incorporated under the provision of the Companies Act, 1956 having its registered office at Jay Hind Com. Ltd. Bagh Lakhya through its Authorised Signatory Shri Mukesh Kumar (hereinafter shall be called as the "**URPL**")

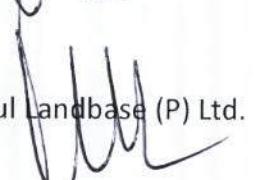

Pacham Realcon Pvt. Ltd.

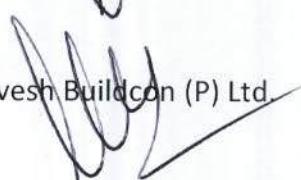

Utkrisht Real Estate Pvt. Ltd.

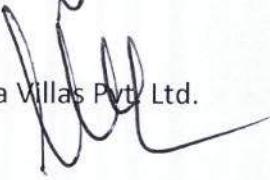

Natraj Colonizer (P) Ltd.


Aviral Colonisers (P) Ltd.


Satkar Colonisers (P) Ltd.


Beautiful Landbase (P) Ltd.


Bhavesh Buildcon (P) Ltd.


Mangla Villas Pvt. Ltd.

भागीदारी विलेख

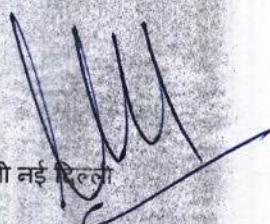
प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग : 180

श्री पंचम रिंग्रामलिंग मुकेश कुमार ,

पुत्र श्री बलबीर सिंह

व्यवसाय : नौकरी

निवासी: 10 एल०एस०सी० कालका जी नई दिल्ली



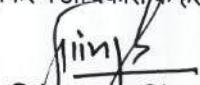


ने यह लेखपत्र इस कार्यालय में दिनांक 23/05/2018 एवं 03:30:25

PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


शिवम्न कुमार सिंह
उप निबंधन कर्त्तव्य

इलाहाबाद

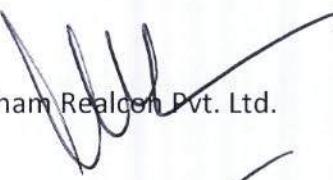
शहर रजिस्ट्रार कार्यालय, दिल्ली

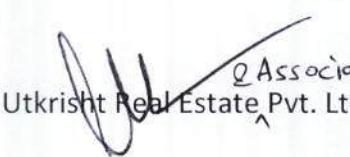
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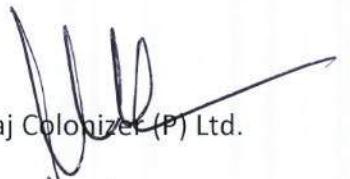
M/s Natraj Colonisers Pvt. Ltd., a private limited company duly incorporated under the provision of the Companies Act, 1956 having its registered office at 108, Hasting Road, Allahabad Through is Authorized Signatory Shri Mukesh Kumar (hereinafter shall be called as the “NCPL”)

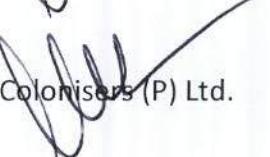
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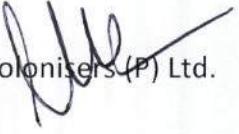
M/s Aviral Colonisers Pvt. Ltd., a private limited company duly incorporated under the provisions of the Companies Act, 1956 having its registered office at Flat No. S-5, 11nd Floor, Chandan Vihar, 13-A, Sardar Patel Marg, Civil Lines, Allahabad through its Authorised Signatory Shri Mukesh Kumar (hereinafter shall be called as the “ACPL”)

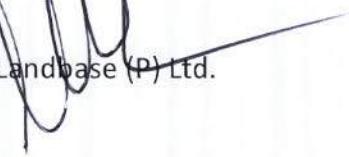

Pacham Realcon Pvt. Ltd.

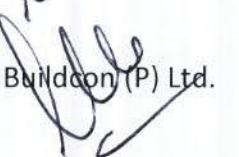

Utkrisht Real Estate Pvt. Ltd. *Q Associates*

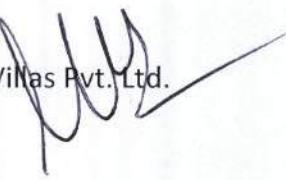

Natraj Colonizer (P) Ltd.


Aviral Colonisers (P) Ltd.


Satkar Colonisers (P) Ltd.


Beautiful Landbase (P) Ltd.

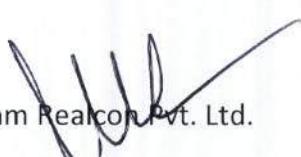

Bhavesh Buildcon (P) Ltd.

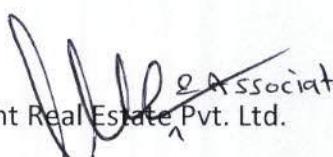

Mangla Villas Pvt. Ltd.

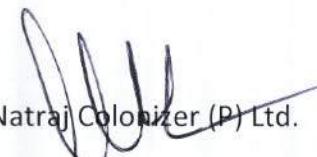
M/s Satkar Colonisers Pvt. Ltd., a private limited company duly incorporated under the provision of the Companies Act, 1956 having its registered office at Cyber Tower, 11nd Floor TC-34/V2, Vibhuti Khand Gomti Nagar, Lucknow through its Authorised Signatory Shri Mukesh Kumar (hereinafter shall be called as the "SCPL")

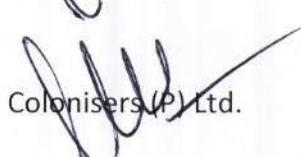
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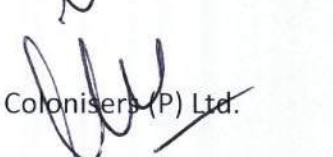
M/s Beautiful Landbase Pvt. Ltd., a private limited company duly incorporated under the provision of the Companies Act, 1956 having its registered office at Omaxe City 11th, Milestone, Near Bad ke Balaji, Bus Stand, Jaipur- Ajmer Expressway, Jaipur, Rajasthan- 302026 through its Authorised Signatory Shri Mukesh Kumar (hereinafter shall be called as the "BLPL")

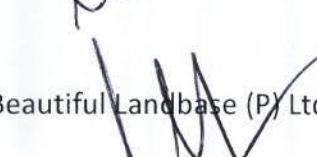

Pacham Realtor Pvt. Ltd.

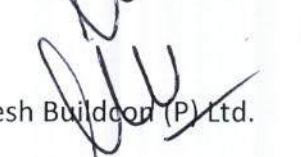

Utkrisht Real Estate Pvt. Ltd.

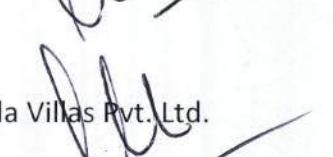

Natraj Colonizer (P) Ltd.


Aviral Colonisers (P) Ltd.


Satkar Colonisers (P) Ltd.


Beautiful Landbase (P) Ltd.


Bhavesh Buildcon (P) Ltd.

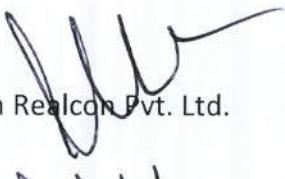

Mangla Villas Pvt. Ltd.

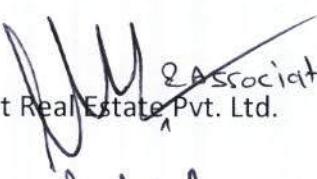
M/s Bhavesh Buildcon Pvt. Ltd., a private limited company duly incorporated under the provision of the Companies Act, 1956 having its registered office at 7, L.S.C, Kalkaji New Delhi- 11019 through its Authorised Signatory Shri Mukesh Kumar (hereinafter shall be called as the “BBPL”)

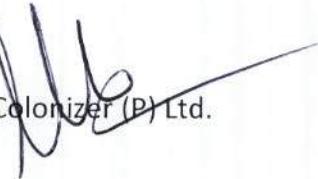
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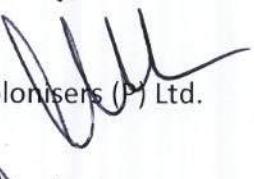
M/s Mangla Villas Pvt. Ltd., a private limited company duly incorporated under the provision of the Companies Act, 1956 having its registered office at 7, L.S.C, Kalkaji New Delhi- 11019 through its Authorised Signatory Shri Mukesh Kumar (hereinafter shall be called as the “MVPL”)

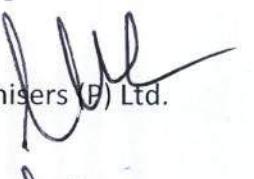
PRPL, URPL, NCPL, ACPL, SCPL, BLPL, BBPL, MVPL hereinafter collectively referred to as the “**OWNER**” (Which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries/group companies and the assigns)

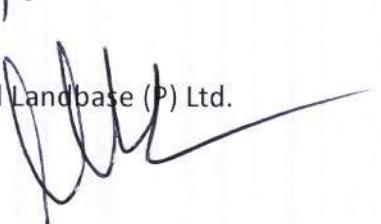

Pacham Realcon Pvt. Ltd.

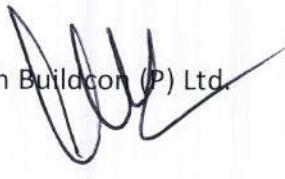

Utkrisht Real Estate Pvt. Ltd.
2 Associates

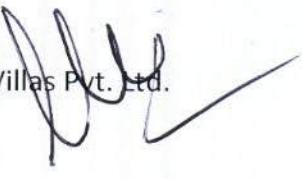

Natraj Colonizer (P) Ltd.


Aviral Colonisers (P) Ltd.

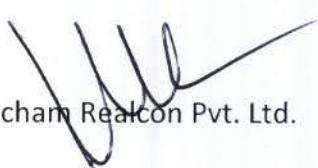

Satkar Colonisers (P) Ltd.

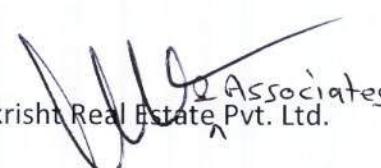

Beautiful Landbase (P) Ltd.

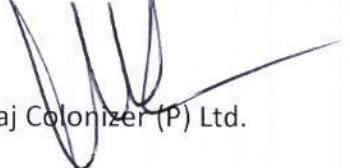

Bhavesh Buildcon (P) Ltd.

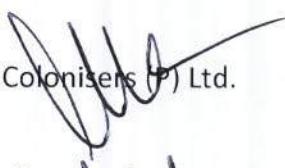

Mangla Villas Pvt. Ltd.

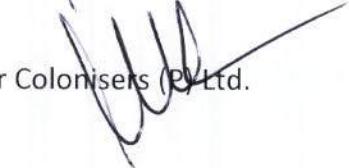
a) All the above mentioned entities have entered into and executed this consortium agreement to form a consortium of land owing and developer companies with the object of submitting the proposal for the development of plotted area, group housing, villas, institutional plotting & building and commercial plotted areas/building etc. within the approved under Hi-Tech Township Policy 2007 falling in villages Devrakh Uparhar, Devrakh Kachar, Maviyya Uparhar, Lawayan Kalan Uparhar, Chak Tejau Dixit and Chak Vishwanth admeasuring 1535.12 acres by the Allahabad Development Authority, Allahabad (ADA) on behalf of State of Uttar Pradesh vide duly executed MOU on dated 09.07.2009 with M/s Pancham Realcon Pvt. Ltd. The conceptual DPR and whereof have been approved by the Allahabad Development Authority on 24.10.2009.

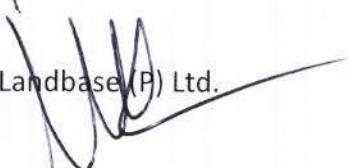

Pacham Realcon Pvt. Ltd.


Utkrisht Real Estate Pvt. Ltd. & Associates


Natraj Colonizer (P) Ltd.


Aviral Colonisers (P) Ltd.


Satkar Colonisers (P) Ltd.

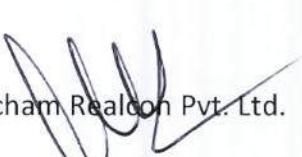

Beautiful Landbase (P) Ltd.

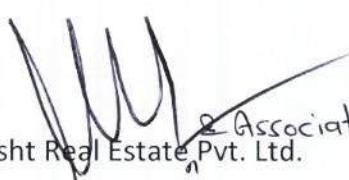

Bhavesh Buildcon (P) Ltd.

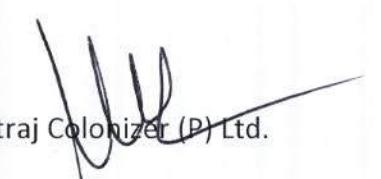

Mangla Villas Pvt. Ltd.

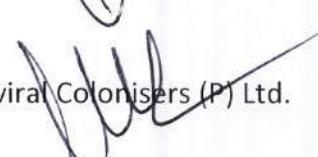
b) The above mentioned parties are presently holding considerable land area situated at villages Devrakh Uparhar, Devrakh Kachar, Maviyya Uparhar, Lawayan Kalan Uparhar, Tehsil Karchana District Allahabad (U.P) and are in process for expansion of expansion of the same (hereinafter shall be called as the **“said Land”**).

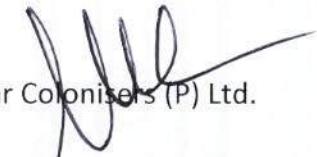
c) The said Land is part and parcel of the said Hi-Tech Township Approved by the Allahabad Development Authority.

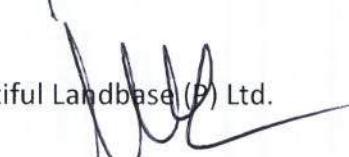

Pacham Realcon Pvt. Ltd.

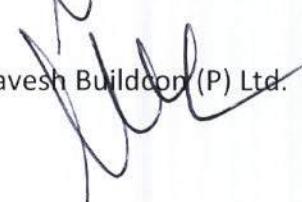

Utkrisht Real Estate Pvt. Ltd. & Associates


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Aviral Colonisers (P) Ltd.


Satkar Colonisers (P) Ltd.


Beautiful Landbase (P) Ltd.


Bhavesh Buildcon (P) Ltd.


Mangla Villas Pvt. Ltd.

**NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITION ARE
WITNESSED AS UNDER**

1- LEAD MEMBER

1.1 All the consortium members/Owners have mutually decided and hereby appoint M/s Pancham Realcon Pvt. Ltd. as a Lead Member.

2- AIMS AND OBJECTIVE OF THIS CONSORTIUM AGREEMENT

2.1 The sole aim and objective of objective of this consortium agreement and develop the approved/sanctioned Hi-Tech project comprising residential plots, group housing , villas, institutional, parks, entertainment and commercials development as defined in the DPR Approved by the Allahabad development authority, Allahabad as per the applicable building bye laws and other relevant property laws.

Pacham Realcon Pvt. Ltd.

Utkrisht Real Estate Pvt. Ltd. & Associates

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Beautiful Landbase (P) Ltd.

Bhavesh Buildcon (P) Ltd.

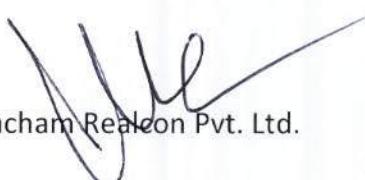
Mangla Villas Pvt. Ltd.

3.2 It is agreed among the Owners/Parties that shareholding of the Members of this consortium agreement shall be decided on a later date.

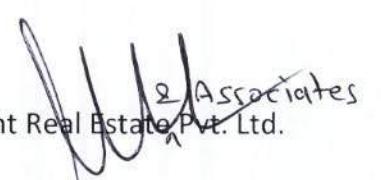
4. **PROJECT MANAGEMENT STRUCTRE AND ROLES OF THE MEMBERS**

4.1 The Lead Member shall apply for and obtain all necessary permission, sanctions and approvals from all concerned competent authorities as and when required for the development, construction, completion and success of the Project.

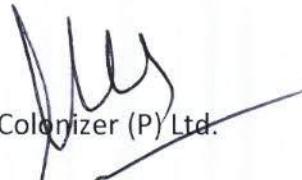
4.2 The Lead Member shall be authorized to enter into the said Land of the members of the consortium agreement for the demarcation of boundaries, surveying and development of the said land as per the approved construction/development plan.



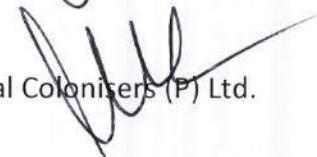
Pacham Realon Pvt. Ltd.



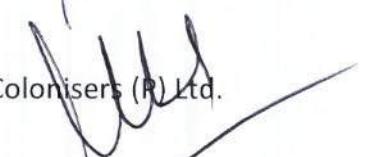
Utkrisht Real Estate Pvt. Ltd. & Associates



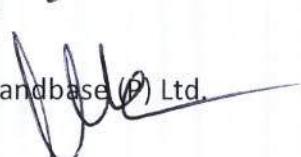
Natraj Colonizer (P) Ltd.



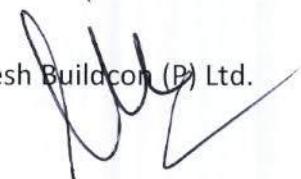
Aviral Colonisers (P) Ltd.



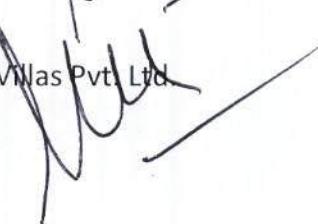
Satkar Colonisers (P) Ltd.



Beautiful Landbase (P) Ltd.

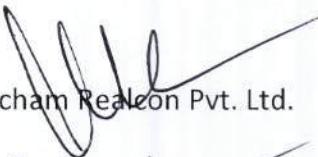


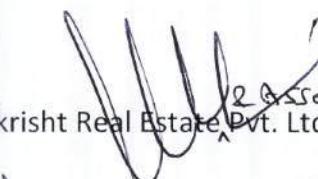
Bhavesh Builocon (P) Ltd.

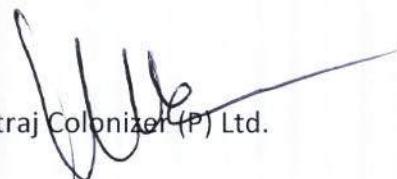


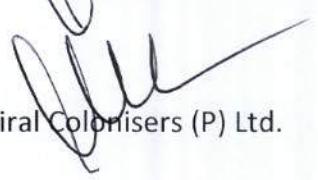
Mangla Villas Pvt. Ltd.

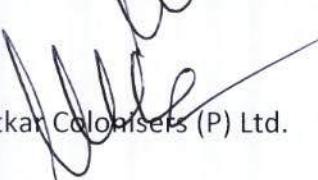
- 4.3 The Lead Member shall appoint architects, technical consultants, legal advisors, managers, supervisors and required men power for the planning, execution, completion and control of the project.
- 4.4 The Lead Member shall be responsible for arrangement of plant and machinery for the execution of the project.
- 4.5 The Lead Member shall be responsible for arrange funds through loans, working capital & retail finding for the operation and management of the project in adequate manner.
- 4.6 The Lead Member shall maintain the books of accounts and all details related to the project.

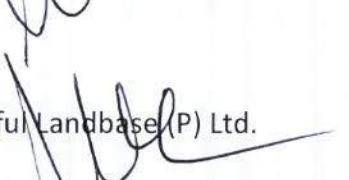

Pacham Realon Pvt. Ltd.

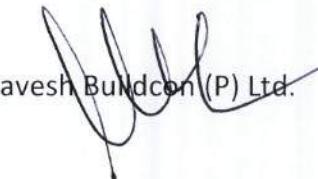

Utkrisht Real Estate & Associates
Pvt. Ltd.


Natraj Colonizer (P) Ltd.


Aviral Colonisers (P) Ltd.


Satkar Colonisers (P) Ltd.


Beautiful Landbase (P) Ltd.


Bhavesh Buildcon (P) Ltd.


Mangla Villas Pvt. Ltd.

4.7 The Lead Member shall be authorized to file necessary documents, affidavit, indemnity bond, bank guarantees, applications, representations, appeals and all other required deed and documents in order obtain permissions for the development of project or in case of any dispute, if arises before any forum/commission/tribunal/courts.

4.8 The Lead Member shall be authorized to book/sell the developed sellable area to the intending buyers. For the said purposes, the Lead Member shall be authorized to appoint marketing agents and further promote and advertise the project in distinct manner for the sale and collect the sale consideration amount for on behalf of consortium in its own name.

4.9 That for the expansion of the project, the Lead Member of the consortium is entitled to negotiate the deals and enter into collaboration agreements, joint Ventures etc. on behalf of the consortium and further to enter into agreements for purchase of land for expansion of the Project.

Pacham Realcon Pvt. Ltd.

Utkrisht Real Estate Pvt. Ltd.

Natraj Colonizer (P) Ltd.

Aviral Colonisers (P) Ltd.

Satkar Colonisers (P) Ltd.

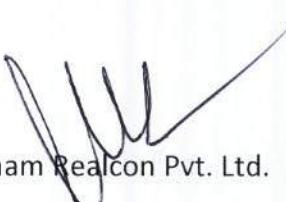
Beautiful Landbase (P) Ltd.

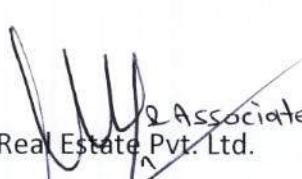
Bhavesh Buildcon (P) Ltd.

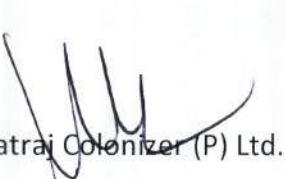
Mangla Villas Pvt. Ltd

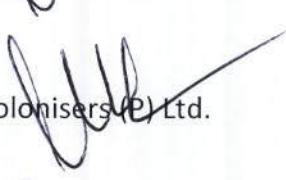
5 FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION

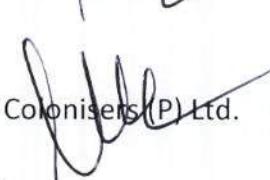
- 5.1** Upto the allotments of the name consortium or cost related to the project shall be borne by the consortium.
- 5.2** The Lead member of consortium is hereby authorized to raise loans/funds from the financial institutions/banks for the project and any shortfall in the financing of the project shall contributed by the consortium member in the ratio as shall be mutually decided.
- 5.3** The consortium members do hereby authorize the Lead Member to mortgage the part or whole of developed/undeveloped area to the financial institutions/banks as and when required for the success of the Project.
- 5.4** Upon completion of the project, any profit or loss shall be shared by and between the consortium members in the ratio of their shareholding.

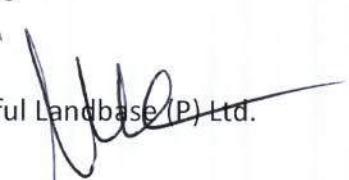

Pacham Realcon Pvt. Ltd.

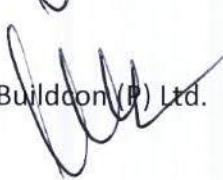

Utkrisht Real Estate Pvt. Ltd.

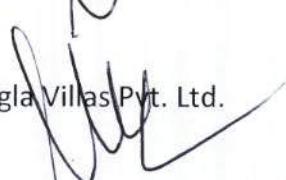

Natrai Colonizer (P) Ltd.


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Satkar Colonisers (P) Ltd.


Beautiful Landbase (P) Ltd.


Bhavesh Buildcon (P) Ltd.


Mangla Villas Pvt. Ltd.

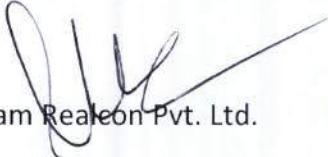
- 6.5 Totality-** This Consortium Agreement embodies the entire understanding of the members and there are no promises Terms, conditions of obligations oral or written expressed or implied other than those contained herein and variation, modification or alteration of any of the provisions of this

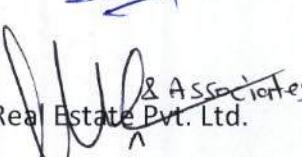
Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment to this Consortium Agreement. This Consortium Agreement also supersedes all previous communication and other consortium agreement between the members written or oral for this project.

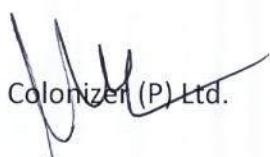
6.6 Confidentiality- All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any Third Party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members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

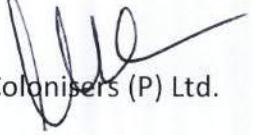
6.7 Notices- Any notice enquired pursuant to this consortium Agreement shall be given in writing and shall be delivered by hand acknowledgement or send facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

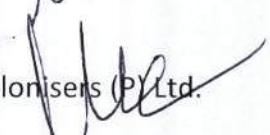
In witness where the party of consortium agreement have joined their hands on 15/09/2013

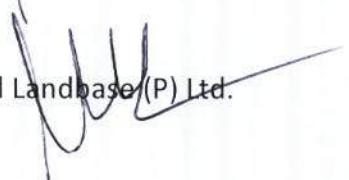

Pacham Realeon Pvt. Ltd.


Utkrisht Real Estate Pvt. Ltd. & Associates

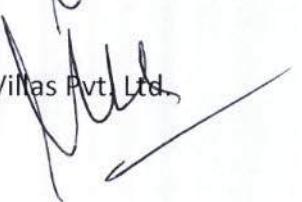

Natraj Colonizer (P) Ltd.


Aviral Colonisers (P) Ltd.


Satkar Colonisers (P) Ltd.


Beautiful Landbase (P) Ltd.


Bhavesh Buildcon (P) Ltd.


Mangla Villas Pvt. Ltd.

बही संख्या 4 जिल्द संख्या 27 के पृष्ठ 213 से 238 तक क्रमांक
35 पर दिनांक 23/05/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



शिवेन्द्र कुमार सिंह

उप निबंधक : करछना

इलाहाबाद

