



SANJAY KUMAR CHAUDHARY
Advocate
No. 64, Tehsil Court
Regn. No. 4361/2001

INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP92777409525167X

Lock

e-Stamp

IV-680

SUMIT BANSAL
LICENCE NO. 351
TEHSIL, GHAZIABAD

DOCUMENT SCAN

Certificate No. : IN-UP92777409525167X
Certificate Issued Date : 14-Oct-2025 12:07 PM
Account Reference : NEWIMPACC (SV)/ up14070604/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1407060482476579836136X
Purchased by : OVEARTH PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PLOT NO.8/COM-02,3 AND 4 SIDDHARTH VIHAR GHAZIABAD
Consideration Price (Rs.) :
First Party : JINDALSONS INFRATEX PVT LTD
Second Party : OVEARTH PVT LTD
Stamp Duty Paid By : OVEARTH PVT LTD
Stamp Duty Amount(Rs.) : 5,000
(Five Thousand only)



LOCKED BY

S.R.O. IInd
Ghaziabad

Please write or type below this line

For JINDALSONS INFRATEX PVT LTD

Authorised Signatory

For OVEARTH PRIVATE LIMITED

Authorized Signatory

PF 0016436299

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 14 day of Oct, 2025 at Ghaziabad;

BETWEEN:

JINDALSONS INFRATEX PVT. LTD., a company incorporated under the Companies Act, 2013, having its registered office at **CSC-08, Vigyan Vihar, Delhi - 110092** through its authorized signatory **Mr. Trvindra Sharma** (hereinafter referred to as "**Jindalsons Infratex Pvt. Ltd.**" or the "**Lead Member**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

OVEARTH PVT. LTD., a company incorporated under the Companies Act, 2013, having its registered office at **D-142 Sector-63, Noida**, through its authorized signatory **Mr. Vijay Kumar Sharma**, (hereinafter referred to as "**Ovearth Pvt. Ltd.**" or the "**Consortium Member**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**.

Jindalsons Infratex Pvt. Ltd. and **Ovearth Pvt. Ltd.** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

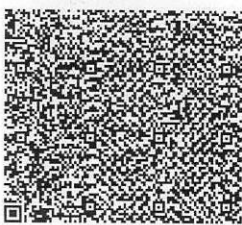
- A. The Parties are the joint owners of three commercial plots of land bearing **Plot No. 8/Com-02, 3, and 4**, situated at Siddharth Vihar, Ghaziabad, Uttar Pradesh, more particularly described in **Schedule A** hereunder (hereinafter referred to as the "**Project Land**").
- B. The Parties are desirous of forming a consortium for the sole purpose of undertaking the development, construction, marketing, and sale of a commercial project on the Project Land (hereinafter referred to as the "**Project**").
- C. The Parties have mutually agreed that **Jindalsons Infratex Pvt. Ltd** shall act as the Lead Member of the Consortium and shall be responsible for the overall execution and management of the Project.
- D. The Parties have agreed to contribute to the Project's finances and share the Net Profits derived from the Project in a ratio that reflects their investment, as detailed herein.
- E. The Parties are executing this Agreement to record their mutual rights, obligations, and responsibilities with respect to the Project.

For JINDALSONS INFRATEX PVT LTD


Authorized Signatory

For OVEARTH PRIVATE LIMITED


Authorized Signatory



आवेदन सं०: 202500739088480

अनुबंध विलेख/घोषणा पत्र

वही सं०: 4

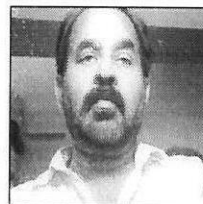
रजिस्ट्रेशन सं०: 680

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 5000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री ओवरअर्थ प्राइवेट लिमिटेड द्वारा
विजय कुमार शर्मा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व० हुकम चन्द शर्मा
व्यवसाय : अन्य
निवासी: डी-142 सैक्टर-63 नॉएडा

19/10/25



श्री, ओवरअर्थ प्राइवेट लिमिटेड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 14/10/2025 एवं 04:09:19 PM बजे
निबंधन हेतु पेश किया।

विजय कुमार शर्मा अधिकृत पदाधिकारी/ प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह
उप निबंधक : सार्व द्वितीय
गाजियाबाद
14/10/2025

निबंधक लिपिक
14/10/2025



NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. FORMATION AND PURPOSE

- 1.1. The Parties hereby constitute an unincorporated consortium named the "**Jindalsons Infratex Private Limited Consortium**" for the sole and exclusive purpose of carrying out the Project.
- 1.2. The business of the Consortium shall be limited to the development, construction, management, marketing, sale, and realization of proceeds from the commercial development on the Project Land and for no other purpose. However, project RERA registration, roles of the Promoter and opening of bank accounts shall be in the name of the Lead Member only as per Rera guidelines.

2. TERM

This Agreement shall commence from the date of its execution and shall remain in full force and effect until the completion of the Project, the sale of all developed units, the final distribution of all profits and assets, and the formal dissolution of the Consortium's affairs in writing by both Parties.

3. ROLES AND RESPONSIBILITIES OF THE LEAD MEMBER:

As the Lead Member, Jindalsons Infratex Pvt. Ltd shall have the sole responsibility and authority for the complete management and execution of the Project, including but not limited to:

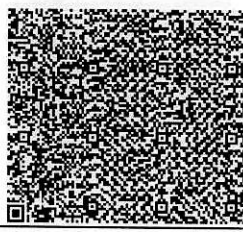
- 3.1. **Financial Management:** Arranging and managing all project finances, including securing loans if necessary, managing project bank accounts, and making all payments to contractors, vendors, and statutory authorities.
- 3.2. **Construction and Development:** Appointing architects, contractors, and consultants; overseeing all construction activities; procuring all necessary materials; and ensuring the Project is completed as per the approved plans, within timelines, and in adherence to quality standards.
- 3.3. **Sales and Marketing:** Devising and implementing the sales and marketing strategy for the Project, appointing brokers, managing advertising, executing sale agreements with purchasers, and collecting all sales revenues.
- 3.4. **Statutory and Legal Compliance:** Obtaining all necessary approvals, licenses, permits, and clearances from all relevant government and statutory authorities for the development, construction, and occupation of the Project.

For JINDALSONS INFRATEX PVT LTD


Authorized Signatory

For OVEARTH PRIVATE LIMITED


Authorized Signatory



आवेदन सं०: 202500739088480

बही सं०: 4

रजिस्ट्रेशन सं०: 680

वर्ष: 2025

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

प्रथम पक्ष: 1

श्री जिंदलसन इंफ्राटेक्स प्राइवेट लिमिटेड के द्वारा त्रिवेन्द्र शर्मा,

पुत्र श्री जय प्रकाश शर्मा

निवासी: सी.एस.सी-08 विज्ञान विहार दिल्ली

व्यवसाय: अन्य

द्वितीय पक्ष: 1

Trivendra



श्री ओवरअर्थ प्राइवेट लिमिटेड के द्वारा विजय कुमार शर्मा,

JOVEARTH PRIVATE LIMITED

पुत्र श्री स्व० हुकम चन्द शर्मा

निवासी: डी-142 सैक्टर-63 नॉएडा

व्यवसाय: अन्य

19/12



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री कमल सिंह, पुत्र श्री धनात्तर सिंह

निवासी: 179 सादत नगर इकला गाज़ियाबाद

व्यवसाय: अन्य

पहचानकर्ता : 2

K



श्री शिवम, पुत्र श्री ब्रज मोहन

निवासी: तहसील कम्पाउण्ड, गाज़ियाबाद

व्यवसाय: अन्य

Shivam



ने की। प्रत्यक्षतः अद्व साक्षियों के निशान अंगुठे नियमानुसार लिए गए हैं।
टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Signature]
मुख्यम सिंह
उप निबंधक : सदर द्वितीय
गाज़ियाबाद
14/10/2025

निबंधक लिपिक गाज़ियाबाद
14/10/2025

3.5. **Reporting:** Providing yearly progress reports to **Ovearth Pvt. Ltd.** regarding the physical and financial status of the Project.

3.6. **RERA Registration, Completion, and Handover:** To register the Project with the relevant Real Estate Regulatory Authority (RERA) as required by law, ensure full compliance with all RERA regulations throughout the Project lifecycle, obtain the necessary completion and occupation certificates from the competent authorities, and manage the process of handing over possession of the completed units to the respective buyers.

4. ROLES AND RESPONSIBILITIES OF THE CONSORTIUM MEMBER

Ovearth Pvt. Ltd., as the Consortium Member, shall:

4.1. Provide full cooperation to the Lead Member: As a joint owner of the Project Land, Ovearth Pvt. Ltd shall execute all such documents, applications, and letters of authority as may be reasonably required by Jindalsons Infratex Pvt. Ltd to obtain project approvals and execute sale deeds in favour of ultimate purchasers.

4.2. Not interfere in the day-to-day management and execution of the Project, which shall be the exclusive domain of the Lead Member.

4.3. **No objection to financing arrangements:** In the event the Lead Member applies for any loan, credit facility, or financial assistance from any bank, non-banking financial company, or other financial institution for the purpose of development, construction, or completion of the Project, Ovearth Pvt. Ltd. shall have no objection to such financing arrangements. If, for the purpose of obtaining such financial assistance, the Lead Member is required to furnish any guarantees, undertakings, consents, or security documents involving Ovearth Pvt. Ltd., the Consortium Member shall execute all such documents, deeds, or assurances as may be reasonably required, in a timely manner, to facilitate the sanction and disbursement of such loan, without raising any claim, objection, or demand in this regard.

5. FINANCIAL ARRANGEMENTS AND INVESTMENT

5.1. The Parties agree that all costs, expenses, and investments required for the Project shall be contributed by the Lead Member.

5.2. A dedicated bank account shall be opened as per the norms of U.P RERA, to be operated by the authorized signatories of the Lead Member, into which all sales revenues shall be deposited.

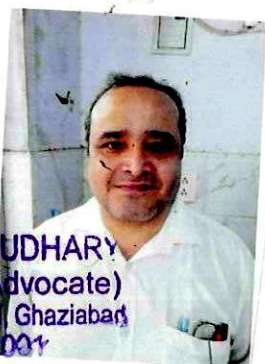
5.3. All Project-related expenses shall be disbursed from this dedicated account. The Lead Member shall maintain proper books of accounts for all transactions related to the Project.

6. PROFIT SHARING

For JINDALSONS INFRATEX PVT LTD

Authorized Signatory

SANJAY KUMAR CHAUDHARY
Alias Sanjay Singh (Advocate)
Ch. No. 64, Tehsil Compound, Ghaziabad
Regn. No. 4361/2001



For OVEARTH PRIVATE LIMITED

Authorized Signatory





- 6.1. The **Net Profit** from the Project shall be shared between the Parties depend on land cost contributed by Ovearth Pvt. Ltd.
- 6.2. "**Net Profit**" shall be defined as the Total Revenue collected from the sale of all developed units minus the Total Project Cost, operating and administration expenses.
- 6.3. **Total Project Cost** shall include all costs and expenses incurred in connection with the Project, including but not limited to, construction costs, statutory fees, approval costs, marketing and brokerage fees, legal expenses, administrative overheads, and financing costs.
- 6.4. The final distribution of profit shall be made after the Project is complete, all units are sold, all project liabilities are cleared, and the final accounts are audited and mutually agreed upon by both Parties.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The courts in Delhi, shall have exclusive jurisdiction over any disputes arising out of this Agreement.

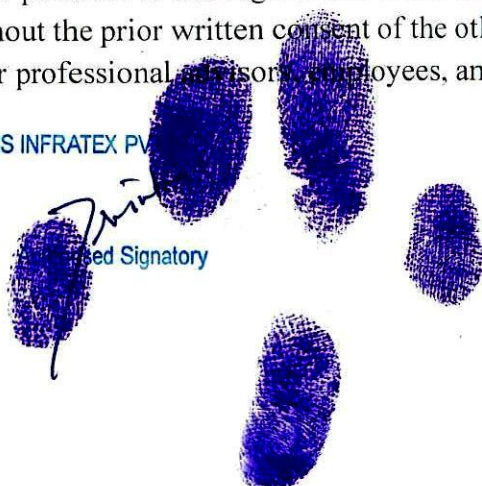
8. DISPUTE RESOLUTION

- 8.1. The Parties shall first attempt to resolve any dispute arising out of or in connection with this Agreement through amicable negotiations.
- 8.2. If the dispute is not resolved within thirty (30) days, it shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.
- 8.3. The arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties.
- 8.4. The seat of the arbitration shall be New Delhi, and the language of the arbitration shall be English.

9. MISCELLANEOUS

- 9.1. **Force Majeure:** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is due to a Force Majeure Event, which includes but is not limited to acts of God, war, civil unrest, strikes, lockouts, epidemics, pandemics, or governmental restrictions. The Party affected by such an event shall promptly notify the other Party.
- 9.2. **Confidentiality:** Each Party shall treat as confidential all information obtained from the other pursuant to this Agreement and shall not disclose such information to any third party without the prior written consent of the other Party, except as may be required by law or to their professional advisors, employees, and consultants on a need-to-know basis.

For JINDALSONS INFRATEX PVT. LTD.


Authorized Signatory

For OVEARTH PRIVATE LIMITED




Authorized Signatory

SANJAY KUMAR CHAUDHARY
Alias Sanjay Singh (Advocate)
Ch. No. 64, Tehsil Compound, Ghaziabad
Regn. No. 4361/2001



SCHEDULE- A

DESCRIPTION OF THE PROJECT LAND

All those pieces and parcels of land being three commercial plots located at Sector -8, Siddharth Vihar, Ghaziabad, Uttar Pradesh, admeasuring a total area of **4000.88** square meters, comprising the following plots:

1. Plot No. 8/Com-2 totally admeasuring 1350 Sq. meters situated at Siddharth Vihar Yojna, in tehsil & Distt. Ghaziabad vide Hire Purchase Agreement registered in the office of Sub Registrar, Ghaziabad, in Bahi No. 1, Jild No. 22855, Page No. 145 to 174 at Serial No. 9408 dated 05.08.2025
2. Plot No. 8/Com-3 totally admeasuring 1333.63 Sq. meters situated at Siddharth Vihar Yojna, in tehsil & Distt. Ghaziabad vide Hire Purchase Agreement registered in the office of Sub Registrar, Ghaziabad, in Bahi No. 1, Jild No. 22329, Page No. 141 to 190 at Serial No. 1292 dated 31.01.2025.
3. Plot No. 8/Com-4 totally admeasuring 1317.25 Sq. meters situated at Siddharth Vihar Yojna, in tehsil & Distt. Ghaziabad vide Hire Purchase Agreement registered in the office of Sub Registrar, Ghaziabad, in Bahi No. 1, Jild No. 22324, Page No. 1 to 50 at Serial No. 1211 dated 29.01.2025

For JINDALSONS INFRATEX PVT LTD


Authorized Signatory

For OVEARTH PRIVATE LIMITED


Authorized Signatory





- 9.3. **Notices:** All notices, requests, or other communications under this Agreement shall be in writing and shall be delivered by hand, by registered post, or by email to the addresses of the Parties as first set out above or to such other address as a Party may notify the other. A notice shall be deemed to have been served at the time of delivery.
- 9.4. **Entire Agreement:** This Agreement, including its Schedule, constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- 9.5. **Amendment:** Any amendment or modification to this Agreement shall be valid only if it is in writing and signed by the authorized representatives of both Parties.
- 9.6. **Assignment:** Neither Party shall assign its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

FOR JINDALSONS INFRATEX PVT. LTD

For JINDALSONS INFRATEX PVT LTD

Authorized Signatory


Authorized Signatory

Witness:

Name: KAMAL SINGH S/o DHANATTAR SINGH

Address: 179 Sadat Nagar IKLA 42B.



FOR OVEARTH PVT. LTD

For OVEARTH PRIVATE LIMITED

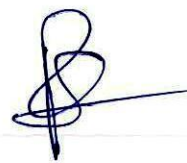
Authorized Signatory


Authorized Signatory

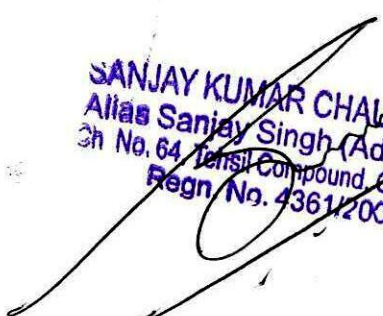
Witness:

Name: PINTU S/o SURESH

Address: TEHSIL Compound 42B.



SHIVAM S/o Brij Mohan
H/o TEHSIL Compound 42B.
Shivam


SANJAY KUMAR CHAUDHARY
Alias Sanjay Singh (Advocate)
Sh No. 64 Tehsil Compound, Ghaziabad
Regn No. 4361/2001

आवेदन सं०: 202500739088480

बही संख्या 4 जिल्द संख्या 1740 के पृष्ठ 299 से 318 तक क्रमांक 680 पर दिनांक 14/10/2025 को
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम . सिंह
उप निबंधक : सदर द्वितीय
गाजियाबाद
14/10/2025

