

842/12/20 JV



उत्तर प्रां



CONSORTIUM AGREEMENT

This Agreement is made and executed at Jhansi on this 5th day of February of 2020.

BETWEEN

1. **Ashok Infra Properties Pvt. Ltd.** a company incorporated under the Companies Act, 1956 having its registered office at 143, 1st floor Tribhuvan, complex, Ishwar Nagar, Mathura Road, New Delhi - 110065 through its Director Mr. Shailendra Yadav S/o Rakesh Yadav. R/o Village Meri Tehsil & Distt. Jhansi (Identification through Aadhar Card No. 3188 3387 7210) The authorization given through Board of Directors Resolution Dt. February 5th 2020 (here in after referred to as the Lead Member/developer which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns), AND

Infraproperties Pvt. Ltd.

AS PROPERTIES LLP LANDMARK INFRA PROPERTIES LLP

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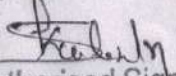


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2. **AS Infraproperties LLP** (Identification Number AA0-6441, Registration date 26-03-2019) R/o Near Primary School, Village Meri, Tehsil & District Jhansi Through its Authorize **Smt. Savita Yadav W/o Shri Shailendra Yadav. R/o Village Meri Tehsil & Distt. Jhansi** (Identification through Aadhar Card No. 3278 7079 7343) (hereinafter referred to as the **consortium member-1** which expression unless repugnant to the context or meaning there of, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns), **AND**
3. **Land Mark Infraproperties LLP** (Identification Number AAI-5158, Registration date 09-02-2017), 1st floor side office Ashok Infraproperties Pvt. Ltd., Near Mustra Railway Station, Kanpur-Gwalior bypass Road Jhansi, U.P.-284001 Through its Authorize **Smt. Savita Yadav W/o Shri Shailendra Yadav. R/o Village Meri Tehsil & Distt. Jhansi** (Identification through Aadhar Card No. 3278 7079 7343) (here in after referred to as the **consortium member-2** which expression unless repugnant to the context or meaning there of, be deemed to include its nominees successors, wholly owned subsidiaries and the permitted assigns).**AND**
4. **Mr. Vrindavan S/o Shri Lota** R/o Village Meri, Tehsil & District Jhansi. (Identification through Aadhar Card No. 8066 1963 3648) (hereinafter referred to as the **consortium member-3** which expression unless repugnant to the context or meaning there of, be deemed to include its nominees successors, wholly owned subsidiaries and the permitted assigns).**AND**
5. **Mr. Rakesh Yadav S/o Late Shri Hariram** R/o Village Meri, Tehsil & District Jhansi. (Identification through Aadhar card no. 7499 3236 5140) (hereinafter referred to as the **consortium member-4** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns), **AND**

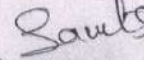
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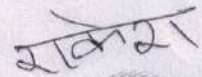

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6. **Mr. Rajesh Yadav S/o Late Shri Hariram** R/o Village Meri, Tehsil & District Jhansi.(Identification through Aadhar card no. 7597 4222 9448)(hereinafter referred to as the **consortium member-5** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns).AND
7. **Mr. Ashish Talwar S/o. Dr. Subhash chandra talwar** Through his power of attorney **Mr. Rajan Mishra S/o Shri Satya Prakash Mishra** R/o 70-FF, Green Homes City Colony, Near Mustra Railway Station Jhansi (Identification through Aadhar Card No. 2228 1968 3571) The Registered power of attorney is made in favour of Mr. Rajan Mishra S/o Shri Satya Prakash Mishra on dated 31-10-2019 bearing serial no. 119 in the office of sub registrar Jhansi (hereinafter referred to as the **consortium member no.-6** which expression unless repugnant to the context or meaning there of, be deemed to include its nominees successors, wholly owned subsidiaries and the permitted assigns).

Ashok Infra Properties Pvt. Ltd. is a Lead member/Developer and 1-2-3-4-5-6 hereinafter referred to as **consortium members** which expression unless repugnant to the context or meaning thereof be deemed to include its nominees, successors, legal heirs, wholly subsidiaries and the permitted assigns.

Ashok Infraproperties Pvt. Ltd.

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WHEREAS

- a) All the members intend to develop a residential cum commercial project named as **EAST VALLEY** situated at Village Meri, Tehsil & district Jhansi, Uttar Pradesh.
- b) The members have agreed to join hands in form of a consortium to provide the financial technical, managerial and other services for the said project on the terms and condition set forth in this consortium.

NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNER.

1. Lead Member:

- 1.1 Consortium members mutually decided to appoint **Ashok Infraproperties Pvt. Ltd.**, as Private Developer and Lead Member.

2. Aim and Scope of Consortium Agreement:

- 2.1 The aim of this **Consortium Agreement** is for the development of the residential cum commercial project named as **EAST VALLEY** situated at Village Meri, Tehsil & district Jhansi, Uttar Pradesh.
- 2.2 The Lead Member shall solely by its signature prepare and submit a proposal and map for the sanction/approval of the Developer Consortium for development of residential projects and shall design, develop, finance, sell, operate and maintain the property of other consortium members in this project.

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2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties of all the consortium members.

3. Project Management Structure and Rules of the Members:

Ashok Infraproperties Pvt. Ltd., Consortium shall act as a Private Developer as per definition of Jhansi Development Authority and arrange for Land and finances for the project. No land is being transferred by this Agreement.

4. Funding and Basis of Sharing the Expenditure and Remuneration:

✓ 4.1 The **Ashok Infraproperties Pvt. Ltd.,** Consortium shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium member and execute mortgage deed by its signature for the project. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium member. Consortium member have no objection in mortgaging their title deeds before any Financial Institution/ Banks.

4.2 The Land of Consortium Member would be treated as expenditure on their part. And all expense involved in obtaining requisite licenses, permissions sanctions from the concerned authorities and development works, of the project shall be incurred and paid by the Leal Member.

Ashok Infraproperties Pvt. Ltd. **AS PROPERTIES LLP** **LANDMARK INFRAPROPERTIES LLP**

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4.3 Sale proceed of the Project shall be shared by the **Ashok Infraproperties Pvt. Ltd.**, Consortium members in the following ratio.

A- Ashok Infraproperties Pvt. Ltd. (Lead Member)	- 70%
B- AS Infraproperties LLP (Consortium member-1)	- 14.0%
C- Landmark Infraproperties LLP (Consortium member-2)	- 5.0%
D- Vrindavan S/o Shri Lota (Consortium member-3)	- 3.0%
E- Rakesh Yadav S/o Shri Hariram (Consortium member-4)	- 3.0%
F- Rajesh Yadav S/o Shri Hariram (Consortium member-5)	- 3.0%
G- Ashish Talwar S/o Dr. Subhash chandra talwar (Consortium member-6)	-2.0%

GENERAL TERMS AND CONDITIONS:

4.4 Roles and Responsibilities: Every member of the consortium shall be individually responsible for discharging his obligation as specified in **Schedule-1** and jointly and severally liable for the successful completion of the entire project.

4.5 Power- consortium member 1-2-3-4-5-6 will not have any right, claim on open area common facilities common amenities, common area, common passage of the project and these areas will solely owned, possed and manage by lead member.

Ashok Infraproperties Pvt. Ltd. **AS PROPERTIES LLP** LANDMARK INFRAPROPERTIES LLP

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- 4.6 GOVERNING LAW:** This Consortium Agreement shall in respect be construed 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 later shall prevail.
- 4.7 FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such of circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the members of the Consortium Agreement under take to consult each other.
- 4.8 SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event of the members falling 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 final and binding.
- 4.9 WAIVER:** 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 be deemed to be waiver of the subsequent breach.

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4.10 TOTALITY: 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 to writing and signed by them or their duly authorized representatives as amendment of this Consortium Agreement. This Consortium Agreement also supersedes all previous communications and other consortium agreement between the members written or oral for this project. **All the consortium members are bound with their responsibility as per schedule no-1 for completion of project.**

4.11 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 be share by any other outside agency except the Government of Uttar Pradesh.

4.12 NOTICES: Any notice required pursuant to this Consortium Agreement shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

Ashok Infraproperties Pvt. Ltd.

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4.13 MODIFICATION AMENDMENT: The terms and conditions of this Consortium Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh or mutually agreed by the consortium members.

VALIDITY:

4.14 (1) TERMINATION OF CONSORTIUM AGREEMENT: This Consortium Agreement shall be terminated upon the arrival of the first of the following events:

- Upon Completion of the project.
- Mutual consent of consortium members.

(1) The Consortium Agreement shall be valid and enforceable till the completion of the project.

4.15 MISCELLANEOUS/ LIABILITY:

For the avoidance of doubt it is hereby clarified that the all members of the consortium shall be held individually responsible for the obligations mentioned Schedule-1 regarding their specific roles and responsibilities undertaken by them under this agreement.

Ashok Infraproperties Pvt. Ltd. **AS PROPERTIES LLP**

Authorised Signatory

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LANDMARK INFRAPROPERTIES LLP

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21/12/2016

IN WITNESS WHERE OF the lead member and consortium members have executed this **Consortium Agreement** on this 5th day of February 2020 at Jhansi and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

Dated:-05-02-2020

Drafted by:- Lauvkush Sharma Deedwriter Jhansi

Typed By:- Mohsin Jhansi

WITNESSES:

1. आनन्द डूबे S/o चिंतामणि
नि. → ग्रीन हौस सिटी कालोनी नई दिल्ली
भाधारसं-74833808 1927 ई

2. हरचरण S/o धनश्याम
नि. → ग्राम मैरी साँसी
भाधारसं-24137509 6521



प्रस्तुत प्रलेख के निष्पादक/सत्यापित चित्र

श्री/श्रीमती.....

निवासी.....

द्वारा प्रस्तुत है

Ashok Infraproperties Pvt. Ltd.

LEAD Member

Ashok Infraproperties Pvt. Ltd.

Consortium Member -1

AS Infraproperties LLP

Consortium Member -2

Landmark Infraproperties LLP

Consortium Member-3

Vrindavan

Consortium Member-4

Rakesh Yadav

Consortium Member-5

Rajesh Yadav

Consortium Member -6

Rajan Mishra

लवकुश शर्मा

दस्तावेज लेखक

तह 0 व जिला झाँसी अनु 0 सं 0-85

31-03-2020 तक विधिमानी

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दस्तावेज लेखक

SCHEDULE-1**Roles and Responsibilities of Each Individual Member of the Consortium**

(Refer Clause- 5.1, 5.6 and 5.11)

(Description of Roles and Responsibilities of each Individual Member of the Consortium)

Sr. No.	Type of Member	Roles and Responsibilities
1.	Lead Member Ashok Infraproperties Pvt. Ltd. 143, 1 st floor Tribhuvan, complex, Ishwar Nagar, Mathura Road, New Delhi -110065	To obtain requisite License, Permissions sanctions and approval for development and execution of development and other works related to maintenance of services, management and sell/disposal of properties of members.
2.	Consortium Member-1 AS Infraproperties LLP Near Primary School, Village Meri, Tehsil & District Jhansi.	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charge.
3.	Consortium Member-2 Land Mark Infraproperties LLP Address 1 st floor side office Ashok Infra properties Pvt. Ltd., Near Mustra Railway Station, Kanpur-Gwalior bypass Road Jhansi, U.P.- 284001.	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charge.
4.	Consortium Member-3 Vrindavan S/o Shri Lota R/o Village Meri, Tehsil & District Jhansi	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charge.

Ashok Infraproperties Pvt. Ltd.

AS PROPERTIES LLP

LANDMARK INFRAPROPERTIES LLP

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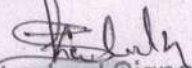
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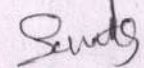
5.	Consortium Member-4 Rakesh Yadav S/o Late Shri Hariram R/o Village Meri, Tehsil & District Jhansi.	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charge.
6.	Consortium Member-5 Rajesh Yadav S/o Late Shri Hariram R/o Village Meri, Tehsil & District Jhansi.	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charge.
7.	Consortium Member-6 Rajan Mishra S/o Shri Satya Prakash Mishra R/o 70-FF, Green Homes City Colony, Near Mustra Railway Station Jhansi	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charge.

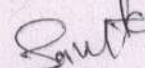
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AS PROPERTIES LLP

LANDMARK INFRAPROPERTIES

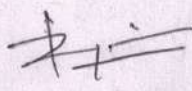

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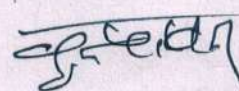

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राजकाय कोषागार, झांसा

कोड संख्या-23

क्रमिक 768 मुख्य 1000/-

नाम क्रेता अशोक प्रोपटीन प्रोपर्टी एल -

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निवासी 143 हिंदुन कोर पुनोन मि 21 व 3

तहसील जिला - झांसा

दिनांक 05/02/20

रौकडिया



Ashok

आवेदन सं०: 202000860002748

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 13

वर्ष: 2020

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श्री अशोक इन्फ्रा प्रोपर्टीस प्रा०लि० द्वारा
शैलेन्द्र यादव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राकेश यादव
व्यवसाय : व्यापार
निवासी: ग्राम मेरी तहसील व जिला झांसी



श्री. अशोक इन्फ्रा प्रोपर्टीस प्रा०लि० द्वारा

शैलेन्द्र यादव अधिकृत
पदाधिकारी/ प्रतिनिधि

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(प्रवीन्द्र सिंह सचान)

उप निबंधक : सदर प्रथम

झांसी

05/02/2020

प्रमोद कुमार कौशिक
निबंधक लिपिक

आवेदन सं०: 202000860002748

बही सं०: 4

रजिस्ट्रेशन सं०: 13

वर्ष: 2020

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

प्रथम पक्ष: 1

श्री अशोक इन्फ्रा प्रोपर्टीस प्रा०लि० के द्वारा शैलेन्द्र यादव, पुत्र
श्री राकेश यादव

निवासी: ग्राम मैरी तहसील व जिला झाँसी

व्यवसाय: व्यापार



प्रथम पक्ष: 2

श्रीमती ए०एस० इन्फ्रा प्रोपर्टीस एल०एल०पी० के द्वारा सविता
यादव, पत्नी श्री शैलेन्द्र यादव

निवासी: ग्राम मैरी तहसील व जिला झाँसी

व्यवसाय: अन्य



प्रथम पक्ष: 3

श्रीमती लेण्ड मार्क इन्फ्रा प्रोपर्टीस एल०एल०पी० के द्वारा
सविता यादव, पत्नी श्री शैलेन्द्र यादव

निवासी: ग्राम मैरी तहसील व जिला झाँसी

व्यवसाय: अन्य



प्रथम पक्ष: 4

श्री वृन्दावन, पुत्र श्री लोटा

निवासी: ग्राम मैरी तहसील व जिला झाँसी

व्यवसाय: अन्य



प्रथम पक्ष: 5

श्री राकेश यादव, पुत्र श्री स्व० हरीराम

निवासी: ग्राम मैरी तहसील व जिला झाँसी

व्यवसाय: व्यापार



प्रथम पक्ष: 6

श्री राजेश यादव, पुत्र श्री स्व० हरीराम

निवासी: ग्राम मैरी तहसील व जिला झाँसी

व्यवसाय: अन्य

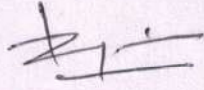


प्रथम पक्ष: 7

श्री आशीष तलवार के द्वारा राजन मिश्रा , पुत्र श्री सत्य प्रकाश मिश्रा

निवासी: 70 एफ0एफ ग्रीन होम सिटी कॉलोनी तहसील व जिला झाँसी

व्यवसाय: अन्य



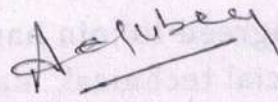

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व्यवसाय: व्यापार

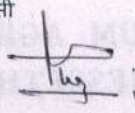
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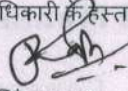

श्री हरचरन यादव , पुत्र श्री घनश्याम

निवासी: ग्राम मैरी तहसील व जिला झाँसी

व्यवसाय: अन्य




रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(प्रवीन्द्र सिंह सचान)

उप निबंधक : सदर प्रथम

झाँसी

प्रमोद कुमार कौशिक

निबंधक लिपिक

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी :



आवेदन सं०: 202000860002748

बही संख्या 4 जिल्द संख्या 101 के पृष्ठ 148 से 189 तक क्रमांक 13 पर
दिनांक 05/02/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(प्रवीन्द्र सिंह सचान)

उप निबंधक : सदर प्रथम

झांसी

05/02/2020

