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उत्तर प्रदेश UTTAR



[1]

BK 270280

कोटाजार, गौली

मुख्य शोकिया मुख्य कोषाधिकारी

CONSORTIUM AGREEMENT

This Agreement is made and executed at Jhansi on this 15th day of October of 2019.

BETWEEN

1. **Ashok Infra Properties Pvt. Ltd.** a company incorporated under the Companies Act, 1956 having its registered office at **143, First Floor, Tribhuvan Complex, Iswar Nagar, Mathura Road, New Delhi-110065** through its Director **Mr. Shailendra Yadav S/o Rakesh Yadav**. The authorization given through Board of Directors Resolution Dt. October 15th 2019 (hereinafter referred to as the **Lead Member/developer** 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 Aadhar No- 3100 3307 7210**

Ashok Infra Properties Pvt. Ltd.

Authorized Signatory

[Signature]

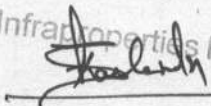



2. **Ashish Talwar S/o Dr. Subhash Chandra Talwar** Through his power of attorney Mr. Rajan Mishra S/o Shri Satya Prakash Mishra R/o 70-FF, Green Homes City Colony, Near Mustra Railway Station, Jhansi.(Identification Aadhar Card no. 222819683571). The registered power of attorney is made in favour of 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 (here in after referred to as the **consortium member** 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 hereinafter referred to as **consortium members** which expression unless repugnant to the context or meaning there of be deemed to include its nominees, successors, legal heirs, wholly subsidiaries and the permitted assigns.

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.

Ashok Infra Properties Pvt. Ltd.

 Authorised Signatory





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.
- 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.

Ashok Infraproperties Pvt. Ltd.

Authority



[Handwritten signature]



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

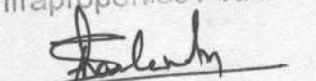
- 4.1 The **Ashok Infraproperties Pvt. Ltd.**, Consortium shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium member and execute mortgage deed by its signature for the project. Lead member shall solely be authorized to create mortgage by its signature against 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 Lead Member.
- 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.	- 70%
B- Ashish Talwar	- 30%

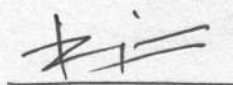
5. GENERAL TERMS AND CONDITIONS:

- 5.1 **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
- 5.2 **Power-** consortium member 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, possessed and managed by lead member.

Ashok Infraproperties Pvt. Ltd.


Authorised Signatory







- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.

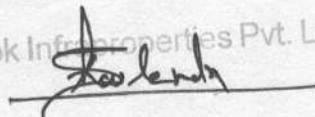
Ashok Infra Properties Pvt. Ltd.

Ashok Infra Properties Pvt. Ltd. Representative



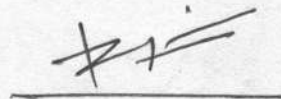
- 5.7 TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises. Terms, conditions or obligations oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this 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.**
- 5.8 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.
- 5.9 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 Infra Properties Pvt. Ltd.



Authorised Signatory







5.10 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:

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

5.12 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 Infra Properties Pvt. Ltd.

Signatory





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 Infra Properties Pvt.Ltd. 143, First Floor, Tribhuvan Complex, Iswar 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 Mr. 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 charges.

Ashok Infra Properties Pvt. Ltd.


Authorized Signatory




IN WITNESS WHERE OF the lead member and consortium members have executed this **Consortium Agreement** on this 15th day of October 2019 at Jhansi and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

WITNESSES:

1. Anand Dubey **LEAD Member**
Green home city colony **Ashok Infraproperties Pvt. Ltd.**
Jhansi पदचान आधारकडिसे **Ashok Infraproperties Pvt. Ltd.**
7483 3808 1927

2. मुकेश कुमार **Authorised Signatory**
Consortium Member

मुकेश कुमार S/o सु जलाल **Rajan Mishra**

सुशील नगर डरई (जालोन)
पदचान आधारकडिसे

8527 9362 2401

Draft By - Lavkush Sharma

Typed By- Mohsin Khan



लवकुश शर्मा

दस्तावेज लेखक

तह० व जिला डाँसी अनु० सं०-85

31-03-2020 तक विधिमान्य

ली गई फीस..... 100000/-

हो.....

लवकुश शर्मा

आवेदन सं०: 201900860026233

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 133

वर्ष: 2019

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

श्री अशोक इन्फ्रा प्रोपर्टीज प्रा० लि० द्वारा
शैलेन्द्र यादव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राकेश यादव
व्यवसाय : व्यापार
निवासी: मैरी झाँसी



श्री. अशोक इन्फ्रा प्रोपर्टीज प्रा० लि० द्वारा

शैलेन्द्र यादव अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 30/11/2019 एवं

01:53:01 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(प्रवीन्द्र सिंह साचन)

उप निबंधक : सदर प्रथम

झाँसी

30/11/2019

प्रमोद कुमार कौशिक

निबंधक लिपिक



आवेदन सं०: 201900860026233

बही सं०: 4

रजिस्ट्रेशन सं०: 133

वर्ष: 2019

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

प्रथम पक्ष: 1

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

निवासी: मैरी झाँसी

व्यवसाय: व्यापार

प्रथम पक्ष: 2

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

निवासी: 70-एफ एफ बीन होम सिटी कॉलोनी नियर मुस्तुरा

रेलवे स्टेशन झाँसी

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री आनन्द दुबे, पुत्र श्री सी०एम० दुबे

निवासी: बीन होम सिटी कॉलोनी झाँसी

व्यवसाय: नौकरी

पहचानकर्ता: 2

श्री मुकेश श्रीवास, पुत्र श्री बृजलाल

निवासी: उरई जालौन

व्यवसाय: अन्य

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

टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(प्रवीन्द्र सिंह सचान)

उप निबंधक: सदर प्रथम

झाँसी

प्रमोद कुमार कौशिक

निबंधक लिपिक

आवेदन सं०: 201900860026233

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बही संख्या 4 जिल्द संख्या 99 के पृष्ठ 45 से 70 तक क्रमांक 133 पर
दिनांक 30/11/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(प्रवीन्द्र सिंह सचान)

उप निबंधक : सदर प्रथम

झांसी

30/11/2019

