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Ashok Infra Properties Pvt. Ltd.



Sai Ganesha Infraestate LLP

Authorized Signatory

CONSORTIUM AGREEMENT

Authorized Signatory

This Agreement is made and executed at Jhansi on this 20th day of November 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 though Aadhar Card No. 3188 3387 7210) The authorization given through Board of Directors Resolution Dt. November 20th 2020 (here in after 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
2. **Sai Ganesha Infraestate LLP** (Identification Number AAS-6661, Registration date 19-06-2020) 184, Meri, Near Govt. School, Medical

Ashok Infra Properties Pvt. Ltd.

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Jhansi, U.P.-284128 Through its Authorize **Mr. Akash Yadav S/o Rajesh Yadav. R/o Village Meri Tehsil & Distt. Jhansi** (Identification though Aadhar Card No. 8922 4059 0195) (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).

Ashok Infra Properties Pvt. Ltd. is a Lead Member/Developer and Party no. 1 hereinafter referred to as **consortium member** 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) The member intend to develop a residential cum commercial project named as **ASHOK MEDICAL CITY** situated at Village Meri, Tehsil & district Jhansi, Uttar Pradesh.
- b) The member 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 member 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 **ASHOK MEDICAL CITY** situated at Village Meri, Tehsil & District Jhansi, Uttar Pradesh.

Ashok Infraproperties Pvt. Ltd.

[Signature]

Authorised Signatory



Sai Ganesha Infrastate LLP

[Signature: Akash]
Authorised Signatory



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 member in this project.

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

3. Project Management Structure and Rules of the Member:

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 lead member.

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

A- Ashok Infraproperties Pvt. Ltd. - 80%

B- Sai Ganesha Infrastate LLP - 20%

Ashok Infraproperties Pvt. Ltd.

Authorised Signatory

Sai Ganesha Infrastate LLP

Authorised Signatory

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.
- 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 member 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 member of the Consortium Agreement under take to consult each other.
- 5.5 SETTLEMENT OF DISPUTES:** The member agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event of the member 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 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.
- 5.7 TOTALITY:** This Consortium Agreement embodies the entire understanding of the member and there are no promises. Terms, conditions or obligations oral or written, expressed or

Ashok Infra Properties Pvt. Ltd.

Authorised Signatory

Sai Ganesha Infrastructure LLP

Authorised Signatory

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 member written or oral for this project. **The consortium member are bound with their responsibility as per schedule no-1 for completion of project.**

5.8 CONFIDENTIALITY: The member 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.

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 member.

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 member.

Ashok Infraproperties Pvt. Ltd.

[Signature]

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Sai Ganesha Infraestate LLP

[Signature]

Authorised Signatory



- (1) 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 member 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.

IN WITNESS WHERE OF the lead member and consortium members have executed this **Consortium Agreement** on this 20th day of November 2020 at Jhansi and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

Date:- 20-11-2020

Drafted by : - Gaurav Agrawal Deadwriter Jhansi

Gaurav Agrawal

Typed : - Deepak, Jhansi

WITNESSES:

1. Rahul Yadav S/o Rakesh Yadav

R/o. Lahar Gird Khodan, Jhansi

Aadhar Card No.- 9493 1003 2520



20/11/20

2. Sunil Singh S/o Balmukund

R/o. 1/7, Kanpur Road, Jhansi

Aadhar Card No.- 5748 3406 4770



Sunil Singh

Ashok Infraproperties Pvt. Ltd.

Ashok Infraproperties

Lead Member Signatory

Ashok Infraproperties Pvt. Ltd.

Sai Ganesha Infraestate LLP

Aakash

Authorised Signatory
Consortium Member

Sai Ganesha Infrastate LLP



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, 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 Sai Ganesha Infrastate LLP 184, Meri, Near Govt. School, Medical Jhansi, U.P.-284128	To give absolute discretion about land to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.

Ashok Infra Properties Pvt. Ltd.

Authorised Signatory

Sai Ganesha Infrastate LLP

Authorised Signatory

आवेदन सं०: 202000860024482

बही संख्या 4 जिल्द संख्या 107 के पृष्ठ 191 से 212 तक क्रमांक 124 पर
दिनांक 20/11/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रदीप यादव (प्रभारी)

उप निबंधक : सदर प्रथम

झांसी

20/11/2020









आवेदन सं०: 202000860024482

बही सं०: 4

रजिस्ट्रेशन सं०: 124

वर्ष: 2020

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

प्रथम पक्ष: 1

श्री अशोक इन्फ्रा प्रोपर्टीज प्राईवेट लि के द्वारा शैलेन्द्र यादव, पुत्र श्री राकेश यादव

निवासी: ग्राम मेरी तह व जिला झाँसी

व्यवसाय: व्यापार



प्रथम पक्ष: 2

श्री साई गनेश इन्फ्रास्टेट एल एल पी के द्वारा आकाश यादव, पुत्र श्री राजेश यादव

निवासी: ग्राम मेरी तह व जिला झाँसी

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री राहुल यादव, पुत्र श्री राकेश यादव

निवासी: लहरगिर्द खोडन तह व जिला झाँसी

व्यवसाय: अन्य

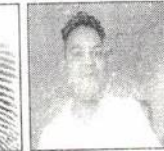


पहचानकर्ता : 2

श्री सुनील सिंह, पुत्र श्री बालमुकुन्द

निवासी: 67 कानपुर रोड झाँसी

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रदीप यादव (प्रभारी)

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: 202000860024482

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 124

वर्ष: 2020

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श्री अशोक इन्फ्रा प्रोपर्टीज प्राईवेट लि द्वारा
शैलेन्द्र यादव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राकेश यादव
व्यवसाय : व्यापार
निवासी: ग्राम मेरी तह व जिला झाँसी




श्री, अशोक इन्फ्रा प्रोपर्टीज प्राईवेट लि द्वारा

शैलेन्द्र यादव अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 20/11/2020 एवं

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निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



प्रदीप यादव (प्रभारी)

उप निबंधक :सदर प्रथम

झाँसी

20/11/2020

प्रमोद कुमार कौशिक

निबंधक लिपिक



