

संख्या : 202000787013909 आवेदन दिनांक : 20-06-2020
 वहार की प्रकृति : बही संख्या -(4) लेखपत्र का प्रकार : भागीदारी विलेख

प्रस्तुतकर्ता का विवरण

नाम (हिन्दी में) : संदीप चावला नाम (अंग्रेजी में) : SANDEEP CHAWLA

ई - मेल : मोबाइल : 9837394111

संपत्ति की सं० : 1

सम्पत्ति की स्थिति का विवरण

जन्मपद : बरेली तहसील : बरेली

सम्पत्ति का विवरण : विलवा/दोहना पीतम राय बरेली

सम्पत्ति का प्रकार

प्रतिफल : 0

सम्पत्ति मूल्यांकन विवरण

वास्तविक बाजारी मूल्य : 1/-

कुल देय स्टाम्प शुल्क : 100/- वास्तविक स्टाम्प शुल्क : 1000/-

कुल देय निबन्धन शुल्क : 100/-

सम्पत्ति की चौहद्दी

पूर्व पश्चिम उत्तर दक्षिण खसरा संख्या प्लॉट संख्या/भवन संख्या/दुकान संख्या संलग्न नक्शा

0 0

समस्त संपत्तियों से प्राप्त शुल्क का विवरण

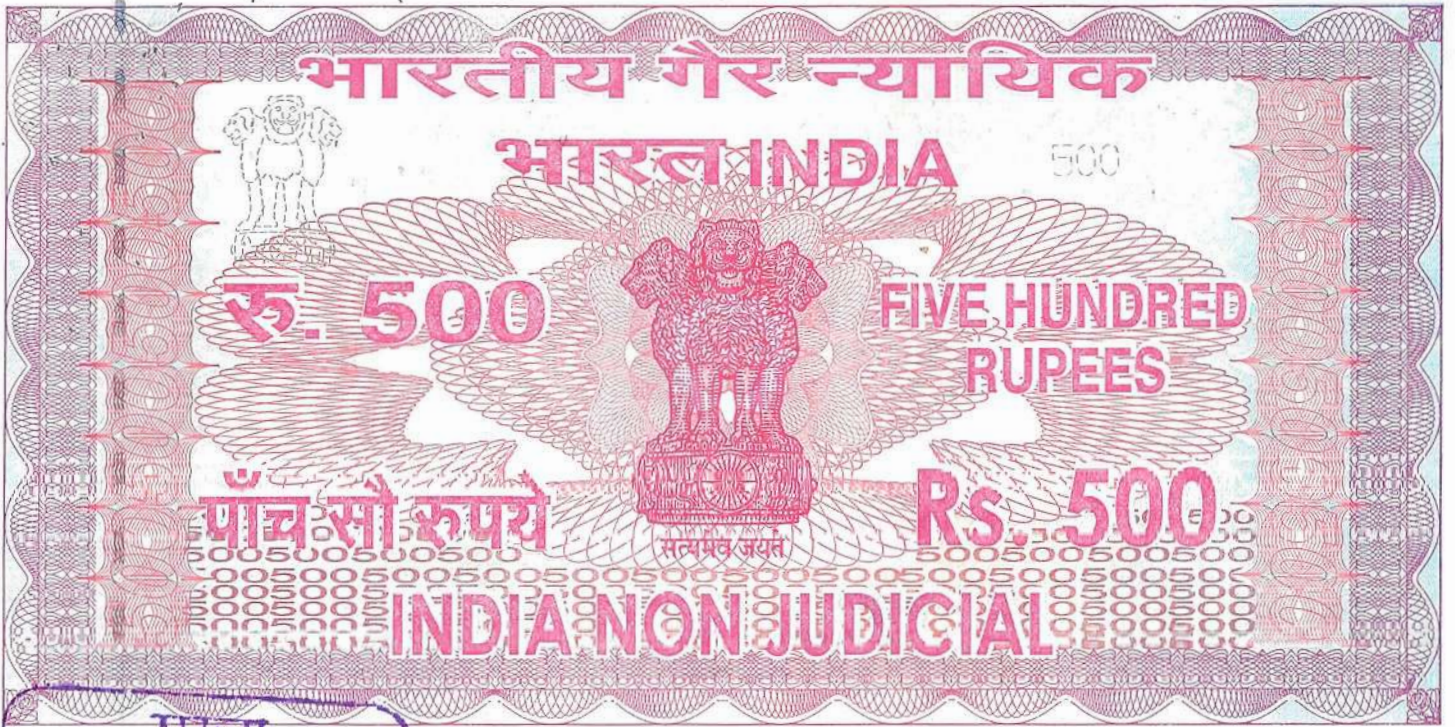
बाजारी मूल्य : 0/- वास्तविक बाजारी मूल्य : 0/-

कुल देय स्टाम्प शुल्क : 100/- वास्तविक स्टाम्प शुल्क : 1000/-

आवेदन संख्या :	202000787013909		आवेदन दिनांक :				
संव्यवहार की प्रकृति :	बही संख्या -(4)		लेखपत्र का प्रकार				
पक्षकार का विवरण							
क्रम सं	पक्षकार प्रकार	नाम	पिता / माता /पति / अन्य का नाम	स्थायी पता	व्यवसाय	प्रस्तुतकर्ता	आधार संख्या/पैन संख्या/मोबाइल नं०
1	भागीदार	श्री एल्डिको इन्फ्राबिल्ड लि० के द्वारा श्री संदीप चावला	पुत्र श्री महेश चन्द्र चावला	एम०आई०जी० 124, आवास विकास रुद्रपुर उत्तराखण्ड	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A 9837394111
2	भागीदार	श्री बनयान इन्फ्राकॉन प्रा० लि० के द्वारा श्री बरजीत सिंह	पुत्र श्री स्व० बहादुर सिंह	106बी-1, गोविन्दपुरी कालकाजी न्यू दिल्ली	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A
3	भागीदार	श्री पॉपूलर इन्फ्राटैक प्रा० लि० के द्वारा श्री संदीप चावला	पुत्र श्री महेश चन्द्र चावला	एम०आई०जी० 124, आवास विकास रुद्रपुर उत्तराखण्ड	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A
4	भागीदार	श्री वैलकम इन्फ्रा डवलपर्स प्रा० लि० के द्वारा श्री संदीप चावला	पुत्र श्री महेश चन्द्र चावला	एम०आई०जी० 124, आवास विकास रुद्रपुर उत्तराखण्ड	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A
5	भागीदार	श्री वैलकम इन्फ्रा बिल्ड प्रा० लि० के द्वारा श्री	पुत्र श्री महेश चन्द्र चावला	एम०आई०जी० 124, आवास विकास रुद्रपुर उत्तराखण्ड	अन्य	अधिकृत प्रतिनिधि	N/A

6	भागीदार	श्री ग्लेज रियलटैक प्रा० लि० के द्वारा श्री वरजीत सिंह	पुत्र श्री स्व० बहादुर सिंह	106बी-1, गोविन्दपुरी कालकाजी न्यू दिल्ली	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A
7	भागीदार	श्री मार्स बिल्डटैक प्रा० लि० के द्वारा श्री संदीप चावला	पुत्र श्री महेश चन्द चावला	एम०आई०जी० 124, आवास विकास रूद्रपुर उत्तराखण्ड	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A
8	गवाह- प्रथम	श्री संजीव मोहन दुवे	पुत्र श्री प्रेम शंकर दुवे	30-49-ए, मकैनियर रोड श्यामत गंज बरेली	अन्य		N/A 9837570032
9	गवाह- द्वितीय	श्री विकास मल्होत्रा	पुत्र श्री स्व० जे०एम० मल्होत्रा	डी-133, उमंग पार्ट-11 महा नगर बरेली	अन्य		N/A 8826155555

नोट* कृपया दिनांक **N.A.** समय पर सम्बंधित उप निबंधक कार्यालय में उपस्थित होकर रजिस्ट्री कराने का कष्ट करें।



मुख्य
उत्तर प्रदेश UTTAR PRADESH
कासाय
कोषाधिकारी
2 MAR 2020
बरेली 11

AG 323137



Bareilly
CONSORTIUM AGREEMENT
Bareilly

This CONSORTIUM AGREEMENT (in short "Agreement") is entered into 19th Day of March, 2020.

AMONGST

1. ELDECO INFRABUILD LIMITED a Company registered under the Companies Act, 1956/2013 through its Authorised Signatory Mr.Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, AvasVikas, Rudrapur, Uttarakhand – 263153 (herein "Lead Member") having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025, which expression shall unless it be repugnant to the context or meaning thereof, include its successors, liquidators and assigns of the One Part.

Mb- 018373945
11









उत्तर प्रदेश UTTAR PRADESH

AG 323136

12 MAR 2020

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AND

- i. **BANYAN INFRACON PRIVATE LIMITED**, a Company registered under the companies act, 1956/2013 through its Director Sri Varjeet Singh S/o Late Sri Bahadur Singh having its registered Office at 106 B-1, Govindpuri, Kalkaji, New Delhi East Delhi DL 110019; Mb-9917470630
- ii. **POPULAR INFRATECH PRIVATE LIMITED** a Company registered under the companies Act 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, AvasVikas, Rudrapur, Uttarakhand – 263153 having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025;
- iii. **WELCOME INFRA DEVELOPERS PRIVATE LIMITED** a Company registered under the companies Act 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, AvasVikas, Rudrapur, Uttarakhand – 263153 having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025;
- iv. **WELCOME INFRABUILD PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, AvasVikas, Rudrapur, Uttarakhand – 263153 having its registered Office at 201-212, 2nd Floor

Page No. 2 to 7

आवेदन सं०: 202000787013909

भागीदारी विलेख

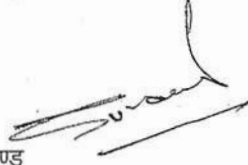
वही रा०: 4

रजिस्ट्रेशन सं०: 186

वर्ष: 2020

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 120 योग : 220

श्री एल्टिको इन्फ्राबिल्ड लि० द्वारा
संदीप चावला अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री महेश चन्द चावला
व्यवसाय : अन्य
निवासी: एम०आई०जी० 124, आवास विकास रूद्रपुर उत्तराखण्ड




श्री, एल्टिको इन्फ्राबिल्ड लि० द्वारा

संदीप चावला अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 09/07/2020 एवं 02:50:21
PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी कं हस्ताक्षर

राकेश कुमार गोतम
उप निबंधक : सदर, द्वितीय
खरेली
09/07/2020

पुनीत श्रीवास्तव -
निबंधक लिपिक



Splendor Forum, District Centre Jasola, New Delhi-110025;

- v. **GLAZE REALTECH PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 through its Director Mr.Varjeet Singh S/o Late Sri Bahadur Singh having its registered Office at 106 B-1, Govindpuri, Kalkaji, New Delhi-110019;
- vi. **MARS BUILDTECH PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 through its Authorised Signatory Mr.Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, AvasVikas. Rudrapur, Uttarakhand – 263153 having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025;

hereinafter collectively referred to as “**Consortium Members**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

(The Lead Member and the Consortium Members are hereinafter collectively referred as “Parties” and individually as “Party”)

WHEREAS

- A. The Consortium Members are owner and in possession of various parcel of land and in process of acquiring further parcel of land for development (herein “**Said Land**”) at Nainitai Road Bareilly falling in Village Bilwa, Village Dohna Pritam Rai and Village Ghanghora Piperia, District Bareilly, Uttar Pradesh.
- B. The Consortium Members intend to develop a residential township on the Said Land (herein ‘**Project**’) in accordance with the provisions of policy framed by the concern authorities (as amended from time to time) in this regard.
- C. The Parties have agreed to join hands in the form of Consortium to provide the financial, technical, managerial and other services for the Project on the following terms and conditions:-

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

In consideration of the mutual covenants of the Parties, the Parties the sufficiency whereof is hereby acknowledged and other good valuable consideration, the Parties have agreed as follows:

1. LEAD MEMBER:

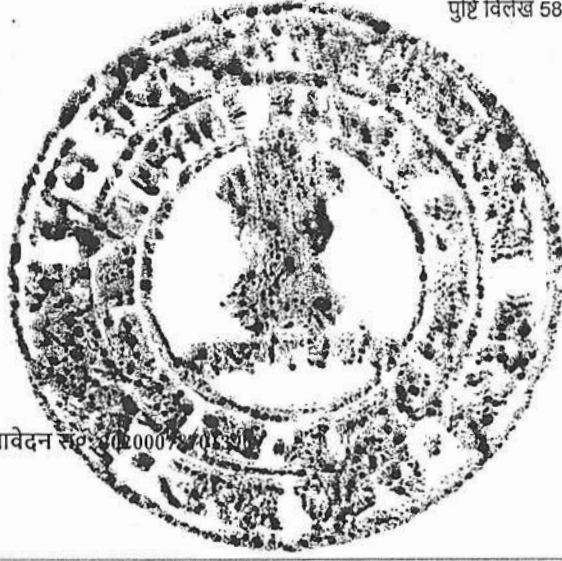
- 1.1 The Consortium Members have mutually decided to appoint **ELDECO INFRABUILD LIMITED**, as a Private Developer and as a Lead Member.

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:



Page No. 3 to 7





आवेदन सं०: 020007/2018

बही रा०: 4

रजिस्ट्रेशन सं०: 186

तर्ष: 2020

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

भागीदार: 1

श्री एल्टिको इन्फ्राबिल्ड लि० के द्वारा संदीप चावला, पुत्र श्री महेश चन्द चावला

निवासी: एम०आई०जी० 124, आवास विकास रूद्रपुर उत्तराखण्ड

व्यवसाय: अन्य

भागीदार: 2



श्री बनयान इन्फ्राकॉन प्रा० लि० के द्वारा बरजीत सिंह, पुत्र श्री स्व० बहादुर सिंह

निवासी: 106बी-1, गोविन्दपुरी कालकाजी नू दिल्ली

व्यवसाय: अन्य

भागीदार: 3



श्री पॉपूलर इन्फ्राटेक प्रा० लि० के द्वारा संदीप चावला, पुत्र श्री महेश चन्द चावला

निवासी: एम०आई०जी० 124, आवास विकास रूद्रपुर उत्तराखण्ड

व्यवसाय: अन्य

भागीदार: 4



श्री वैलकम इन्फ्रा डवलपर्स प्रा० लि० के द्वारा संदीप चावला, पुत्र श्री महेश चन्द चावला

निवासी: एम०आई०जी० 124, आवास विकास रूद्रपुर उत्तराखण्ड

व्यवसाय: अन्य

भागीदार: 5

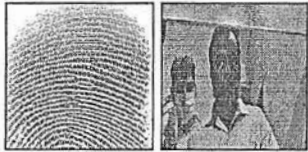


श्री वैलकम इन्फ्रा बिल्ड प्रा० लि० के द्वारा संदीप चावला, पुत्र श्री महेश चन्द चावला

निवासी: एम०आई०जी० 124, आवास विकास रूद्रपुर उत्तराखण्ड

व्यवसाय: अन्य

भागीदार: 6



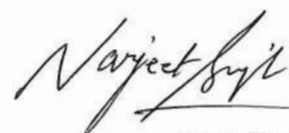
- 2.1 The purpose of this Agreement is to specify the responsibilities of the Parties towards the execution of the Project including land assembly, preparation of detailed project report, securing of clearances/approvals, execution and completion of development works/construction works, maintenance of services and management and disposal of properties and to set out further rights and obligation of the Parties supplementing but not conflicting with those present in this Agreement.
- 2.2 The Lead Member shall be absolutely authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities for carrying out development and completion of the Project.
- 2.3 The Lead Member shall be responsible to obtain from government authorities/department all permissions, no-objections and sanctions of layout plans, revised layout plans required for development and completion of the Project as well as building plans/ revised building plans for construction.
- 2.4 The Lead Member shall deal with all government authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Project.
- 2.5 The Lead Member shall be responsible to make payment for all fee, charges, costs and expenses incurred in connection with the development, marketing and construction of the Project.
- 2.6 The Lead Member shall be absolutely authorized to negotiate and allot/transfer/sell the sanctioned/developed properties of the Project and to receive the sale proceeds as well other charges from the prospective buyer/s of the Project.
- 2.7 The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

3. PROJECT MANAGEMENT STRUCTURE:

- 3.1 The Lead Member shall act as a Private Developer. It is clarified that no land is being transferred by this Consortium Agreement.

4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:

- 4.1 All cost/expenses/fee/charges relating to the Project shall be borne by the Lead Member.
- 4.2 The Lead Member shall raise loans from the financial institution/ banks by depositing title deeds of land owned by the Consortium Members and execute

A handwritten signature in black ink is positioned above a circular fingerprint impression.A handwritten signature in black ink, appearing to read 'Narjeet Singh', is written in a cursive style.A circular fingerprint impression is located at the bottom right of the page.

श्री ग्लेज रियलटैक प्रा० लि० के द्वारा वरजीत सिंह, पुत्र श्री स्व० बहादुर सिंह

निवासी: 106बी-1, गोविन्दपुरी कालकाजी न्यू दिल्ली

व्यवसाय: अन्य

भागीदार: 7

Narjath

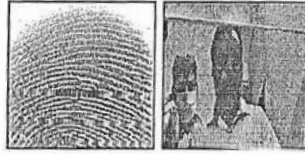


श्री मार्स बिल्डटैक प्रा० लि० के द्वारा संदीप चावला, पुत्र श्री महेश चन्द चावला

निवासी: एम०आई०जी० 124, आपास विकारा रूद्रपुर उत्तराखण्ड

व्यवसाय: अन्य

Sandeep



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री संजीव मोहन दुवे, पुत्र श्री प्रेम शंकर दुवे

निवासी: 30-49-ए, मकैनियर रोड श्यामत गंज बरेली

व्यवसाय: अन्य

पहचानकर्ता: 2

Sanjay

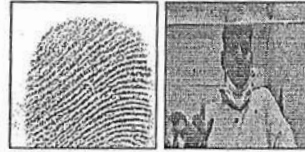


श्री विकास मल्लोत्रा, पुत्र श्री स्व० जे०एम० मल्लोत्रा

निवासी: डी-133, उमंग पार्ट-11, महा नगर बरेली

व्यवसाय: अन्य

Vikas Malhotra



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Rajendra Kumar
राजेंद्र कुमार गोता
उप निबंधक, रावर विभाग
बरेली

ने की। प्रत्यक्षतः भद्र साक्षियों के भिषान अंगूठे निषानानुसार लिए गए हैं।
टिप्पणी:

पुनीत श्रीवास्तव
निबंधक लिपिक



mortgage deed and other deeds/documents by its signature for the Project in this regard. The Lead Member shall solely be authorized to create mortgage by its signature against the properties of Consortium Members. The Consortium Members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.

- 4.3 In lieu of the land contributed by the Consortium Members, considering the market response of the Project the respective Consortium Members shall be entitled annually a percentage of Gross Revenue of the Project, as may be mutually agreed amongst the Lead Member and the respective Consortium Members.

The term "Gross Revenue" for the purpose of this clause shall mean revenue as shown in financials of the Lead Member.

- 4.4 The Parties hereby agree that except entitlement of Gross Revenue [Defined above], the Consortium Members shall not have any entitlement of any nature, whatsoever in the Said Land and/or Project and the Lead Member shall be solely entitled to all rights and benefits accruing with respect to the Said Land and/ or the Project.

5. GENERAL TERMS AND CONDITIONS:

5.1 MISC

- a) The Lead Member shall be absolutely entitled to (i) decide the method and/or manner of carrying out development/construction and completion of the Project or matters incidental thereto and (ii) to dispose of the properties of the Project on such price, terms and condition as it deem fit and proper.
- b) The Consortium Members shall sign all documents as may be required by the Lead Member time to time without any objection thereby authorizing Lead Member to (i) develop/construct and complete the Project, (ii) allot/transfer/sell the sanctioned properties of the Project to any person(s) and receive sale consideration etc thereon and (ii) handover the Project to the association of allottee/s of the Project and/or concerned authorities, as the case may be.
- c) The Consortium Members hereby agrees and undertakes to indemnify and hold harmless the Lead Member and its directors officers, and employees from and against and pay and make good the monetary value of, any and all losses incurred or suffered by Lead Member directly arising out of, relating to or resulting from:
 - i. breach of any representations and warranties contained in the Agreement; or
 - ii. a breach of any provision of this Agreement



- d) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions thereof.
- e) In case of any change in the Consortium Members of the consortium, an amended Consortium Agreement shall be submitted to the authority by the Lead Member.
- f) The Parties hereby understand and agree that each Party shall be individually liable to meet out their obligations pertaining to the tax/s as may be attracted on the present understanding.

- 5.2 **GOVERNING LAW:** This 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 Agreement and the said laws the later shall prevail.
- 5.3 **FORCE MAJEUR:** None of the Parties shall be held in default in the performance of the obligation under this Agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God, reason beyond control, Government action. In the event of force majeure, the Parties of the Agreement undertake to consult each other.
- 5.4 **SETTLEMENT OF DISPUTES:** All Parties agree to settle amicably all disputes arising out of or concerning this Agreement. In the event of the Parties 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 binding.
- 5.5 **WAIVER:** The waiver of any Party of any breach of any terms of this Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 5.6 **TOTALITY:** This 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 Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Agreement. This Agreement also supersedes all previous communications and other agreement between the Parties for the Project. The Agreement shall be valid and enforceable till the completion of the Project
- 5.7 **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of this Agreement to any third party. All documents and information exchanged between the Parties for the purpose of



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Project shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the concern Development Authority & Government of Uttar Pradesh.

5.8 **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 Agreement.

5.9 **MODIFICATION AMENDMENT:** The terms and conditions of this Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the Parties.

5.10 **DURATION OF CONSORTIUM AGREEMENT:** This Agreement is irrevocable in nature, however same shall stand concluded upon completion of the Project and handing over of the same to the to the association of allottee/s of the Project and/or concerned authorities, as the case may be.

5.11 **LIABILITY:**

The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of its/his/her part under the terms and conditions of this Agreement.

IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Agreement on this 19th.day of March, 2020 at Bareilly.

WITNESSES:



Sanjeev Mohan Dubey
S/o late P. S. Dubey
49-A, M/s. Nair Road
Bareilly
9837570032

Mb - 9837570032



Vikas Mahotra
S/o late J.M. Mahotra
D-153 Umay Park 2
Maharajpur
9999900023




Advocate
Bareilly

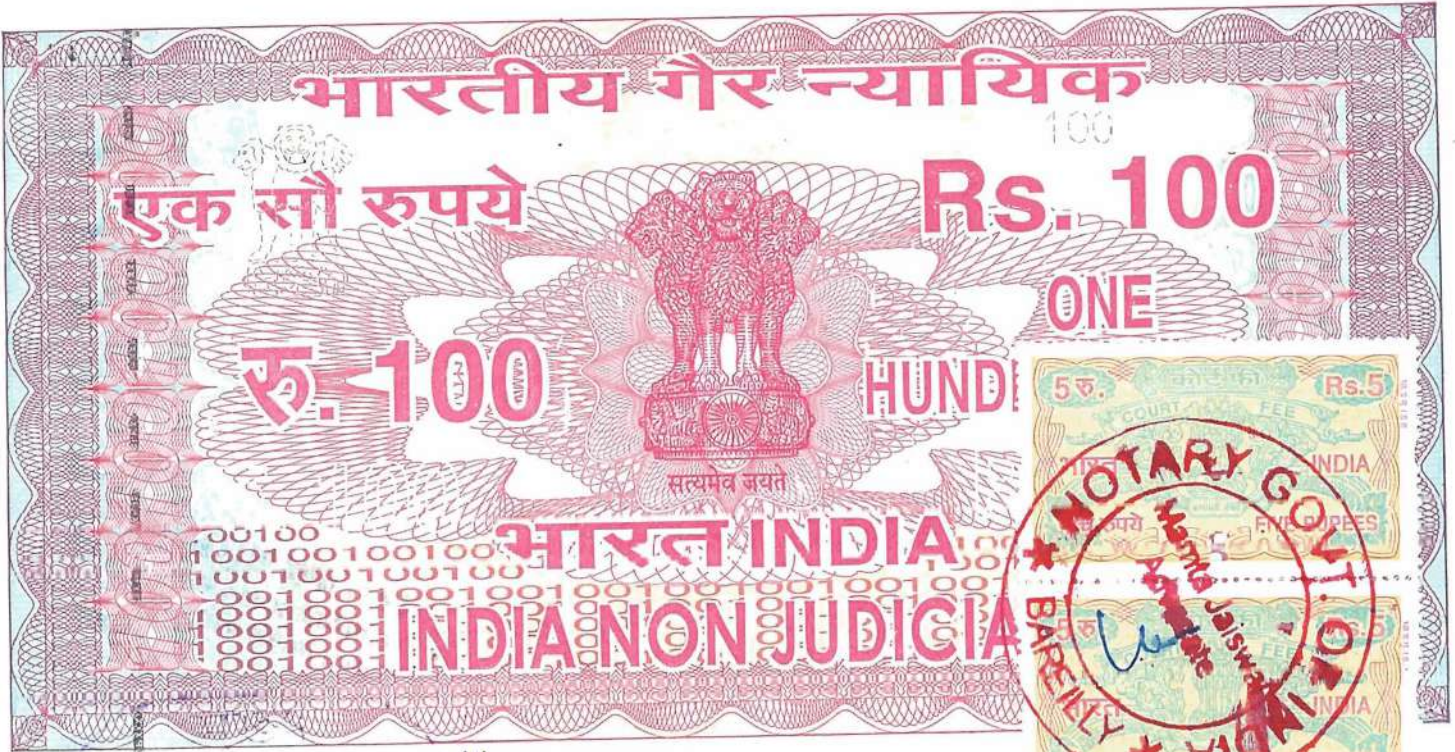
आवेदन सं०: 202000787013909

बही संख्या 4 जिल्द संख्या 329 के पृष्ठ 135 से 182 तक क्रमांक 186 पर दिनांक 09/07/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


राकेश कुमार गौतम
उप निबंधक : सदर द्वितीय
बरेली
09/07/2020





उत्तर प्रदेश UTTAR PRADESH

5 AUG 2020

CONSORTIUM AMENDMENT AGREEMENT

This Consortium Amendment Agreement ("Amendment Agreement") to the Consortium Agreement dated 19th March, 2020 is executed on 17th day of August, 2020:

AMONGST

1. **ELDECO INFRABUILD LIMITED** a Company registered under the Companies Act, 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla S/o Mr. Mahesh Chand Chawla, R/o MIG 124, Avas Vikas, Rudrapur, Uttarakhand - 263153 (herein "**Lead Member**") having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025, which expression shall unless it be repugnant to the context or meaning thereof, include its successors, liquidators and assigns of the One Part.

AND

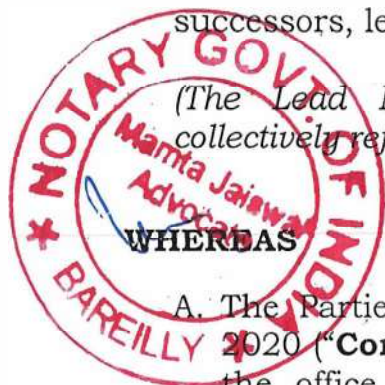
- i. **BANYAN INFRACON PRIVATE LIMITED**, a Company registered under the companies act, 1956/2013 through its Director Sri Varjeet Singh having its registered Office at 106 B-1, Govindpuri, Kalkaji, New Delhi East Delhi DL 110019;
- ii. **POPULAR INFRATECH PRIVATE LIMITED** a Company registered under the companies Act 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla, S/o .Mr. Mahesh Chand Chawla, R/o MIG 124, Avas Vikas,

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- Rudrapur, Uttarakhand - 263153having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025;
- iii. **WELCOME INFRA DEVELOPERS PRIVATE LIMITED** a Company registered under the companies Act 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, Avas Vikas, Rudrapur, Uttarakhand - 263153having its registered Office at201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025;
- iv. **WELCOME INFRABUILD PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, Avas Vikas, Rudrapur, Uttarakhand - 263153having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025;
- v. **GLAZE REALTECH PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 through its Director Mr. Varjeet Singh having its registered Office at 106 D-1, Govindpuri, Kalkaji, New Delhi-110019;
- vi. **MARS BUILDTECH PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 through its Authorised Signatory Mr. Sundeep Chawla, S/o Mr. Mahesh Chand Chawla, R/o MIG 124, Avas Vikas, Rudrapur, Uttarakhand - 263153having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola, New Delhi-110025;

hereinafter collectively referred to as "**Consortium Members**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

(The Lead Member and the Consortium Members are hereinafter collectively referred as "**Parties**" and individually as "**Party**")



- A. The Parties entered into Consortium Agreement dated 19th March, 2020 ("**Consortium Agreement**"), duly registered on 9th July, 2020 in the office of concerned Sub Registrar, Bareilly vide Reg No.186, wherein the understanding between the Parties was captured for development of Project (as defined in the Consortium Agreement) at the Said Land (as defined in the Consortium Agreement).
- B. The Lead Member on the basis of the Consortium Agreement applied for registration of the first phase of the Project before Uttar Pradesh Real Estate Regulatory Authority ("**UPRERA**"). UPRERA vide its letter no. 5663/UPRERA/pari.panji/2021 dated 6th August,2020 ("**UPRERA Letter**") informed that registration of Eldeco City Phase I is granted on the condition mentioned therein, which includes getting name of the project mentioned in the Consortium Agreement.
- C. The Parties pursuant to UPRERA Letter have agreed to amend and supplement the Consortium Agreement and the same shall stand

varied and amended in the manner and to the extent as hereinafter provided in this Amendment Agreement.

NOW THEREFORE in consideration of the mutual covenants and the terms and conditions set forth herein, the Parties hereby covenant and agree and this Amendment Agreement records and witnesses as follows:

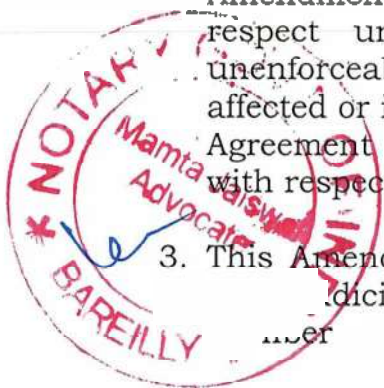
1. The Parties agree that Recital B of the Consortium Agreement shall be amended as under:

Recital B. The Consortium Members intend to develop a residential township on the Said Land (herein 'Project') under the name "Eldeco City", in a planned and phase wise manner in accordance with the provisions of policy framed by the concern authorities (as amended from time to time) in this regard. The name of the first phase of the Project will be "Eldeco City Phase I" and name of the second phase will be "Eldeco City Phase II", however the name of the subsequent phase/s shall be as may be decided by the Lead Member at its discretion.

2. The recitals set forth at the beginning of this Amendment Agreement are incorporated by reference and made a part of this Amendment Agreement. Furthermore, no modification of this Amendment Agreement shall be binding unless in writing and signed by each of the Parties hereto. In the event of any one or more of the provisions contained in this Amendment Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this Amendment Agreement become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired. This Amendment Agreement and the Consortium Agreement shall contain the entire agreement between the Parties with respect to the subject matter hereof.

3. This Amendment Agreement is executed by the Parties on INR 100 Judicial Stamp Paper and original to be kept by the Lead Member

4. This Amendment Agreement shall become effective immediately on the date of signing by the parties.



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A handwritten signature in blue ink, appearing to be "Narjeet Singh".

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IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Amendment Agreement on this 17th day of August of 2020 at Bareilly.

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Non-ject forit
Sin
Signature
Verified.
Anil Jarda
Amure
17/8/2020

WITNESSES:

1. *[Signature]*
Ajit Kumar Dasari
MP3/1004, Ekda Amanchan
Sec-119, Meido.
2. *[Signature]*



Attested the execution of this Agreement
by Shri Anil Jarda
Identified by Shri Anil Jarda &
and acknowledge the act of execution of this
dated 17.8.20
Mamta Jaiswal
Advocate & Notary
Bareilly (U.P.) India