



सत्यमेव जयते

3230
INDIA NON JUDICIAL

Government of Uttar Pradesh

RAJNEESH KUMAR
ACC. CODE-UP14077104
LICENCE NO.-207
TEHSIL & DISTT.-GHAZIABAD

2100

e-Stamp

Certificate No. : IN-UP89078168719045U
Certificate Issued Date : 12-May-2022 02:52 PM
Account Reference : NEWIMPACC (SV)/ up14077104/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1407710469495534031427U
Purchased by : MNG REALTECH LLP
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : MNG REALTECH LLP
Second Party : Not Applicable
Stamp Duty Paid By : MNG REALTECH LLP
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



LOCKED BY
S. R. K. Singh
02/05/2022

Please write or type below this line

For MNG REALTECH LLP

Auth. Signatory

Statutory Alert:

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3. The task of checking the authenticity is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.



CONSORTIUM AGREEMENT

This **CONSORTIUM/DEVELOPMENT AGREEMENT** (hereinafter referred to as "**Agreement**") is entered at Ghaziabad on this 11th Day of May 2022.

BETWEEN

MNG REALTECH LLP CIN NO. AAQ3935 PAN No. ABMFM2907M Firm incorporated under the provisions of the LLP Act, 2013 and having its registered office at D-216/2, Central Block, Dilshad Garden, Delhi-110095, through its Authorized Signatory **Mr. SANJEEV KUMAR** (Aadhar Card No. 2100 3886 7201) S/o Shri Pritpal Singh R/o Flat No. 14051, Tower-14, Fifth Floor, ATS Advantage, Ahinsa Khand-I, Indirapruam, Ghaziabad, which expression shall unless it be repugnant to the context or meaning thereof, include its successors, liquidators and assigns of the First Part (hereinafter referred as "**Lead Member**").

AND

CONSORTIUM MEMBERS DETAILS

Mr. VIVEK KUMAR SINGHAL S/o Shri Dinesh Kumar Singhal R/o 157, Mohalla Afganana, Ghaziabad, Uttar Pradesh, presently residing at K.C.-138, Kavi Nagar, Ghaziabad, Uttar Pradesh & **Mr. NITIN SINGHAL** S/o Shri Dinesh Kumar Singhal R/o 157, Mohalla Afganana, Ghaziabad, Uttar Pradesh, presently residing at K.C.-138, Kavi Nagar, Ghaziabad, Uttar Pradesh & **Mr. NARESH KUMAR SINGHAL** S/o Shri Seeta Ram Singhal R/o H-102, Patel Nagar-III, Ghaziabad, 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.

For MNG REALTECH LLP

Auth. Signator



भागीदारी विलेख

बही सं०: 4

रजिस्ट्रेशन सं०: 3230

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 100 योग : 200

श्री एम एन जी रियलटेक एल एल पी द्वारा
संजीव कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री प्रीतपाल सिंह
व्यवसाय : अन्य

निवासी: फ्लैट नं० 14051 टावर नं० 14 पांचवां तल ए टी एस एडवांटेज अहिंसा खण्ड-1
इन्दिरापुरम गा०बाद



श्री, एम एन जी रियलटेक एल एल पी द्वारा

संजीव कुमार अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 13/05/2022 एवं
11:18:59 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नवीनकुमार एस०
उप निबंधक :सदर द्वितीय
गाजियाबाद
13/05/2022

विनीत कुमार .
निबंधक लिपिक
13/05/2022



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

WHEREAS

- A. The Consortium Member and the Lead Member will work on the said project at Khasra No. 1073 & 1074 Village Noor Nagar (Loni), Ghaziabad (U.P.) now known as Rajnagar Extension, Ghaziabad Uttar Pradesh.
- B. The Consortium Member intend to develop a residential township on the Said project (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:-

For MNG REALTECH LLP

Auth. Signatory



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

भागीदार: 1

श्री एम एन जी रियलटेक एल एल पी के द्वारा संजीव कुमार, पुत्र श्री प्रीतपाल सिंह

निवासी: फ्लैट नं० 14051 टावर नं० 14 पांचवां तल ए टी एस एडवांटेज अहिंसा खण्ड-1 इन्दिरापुरम गा०बाद

व्यवसाय: अन्य

भागीदार: 2



श्री विवेक कुमार सिंघल, पुत्र श्री दिनेश कुमार सिंघल

निवासी: 157 मौहल्ला अफगानान गा०बाद

व्यवसाय: अन्य

भागीदार: 3



श्री नितिन सिंघल, पुत्र श्री दिनेश कुमार सिंघल

निवासी: 157 मौहल्ला अफगानान गा०बाद

व्यवसाय: अन्य

भागीदार: 4



श्री नरेश कुमार सिंघल, पुत्र श्री सीता राम सिंघल

निवासी: एच-102 पटेल नगर-3 गा०बाद

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री विजय, पुत्र श्री बाबू

निवासी: न्यू विकास नगर लोनी गा०बाद

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री विनोद कुमार, पुत्र श्री महावीर सिंह

निवासी: 231 राम नगर कोल अलीगढ़ यूपी

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नवीन कुमार एस०

उप निबंधक - सदर द्वितीय

गाजियाबाद

13/05/2022

विनीत कुमार

निबंधक लिपिक गाजियाबाद

13/05/2022

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

In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:

1. Definitions and interpretations:-

In this Agreement, the capitalized terms will, unless the context otherwise requires, have the meaning ascribed thereto.

2. Term and Place:-

That this Consortium shall be deemed to have come into Existence with effect from 12-05-2022 The Principal place of Business of the Consortium shall be Khasra No. 1073 & 1074, situated in Village Noor Nagar, Rajnagar Extension, Ghaziabad Uttar Pradesh.

3. LEAD MEMBER:

Consortium Members have mutually decided to appoint MNG REALTECH LLPCIN NO. AAQ3935PAN No. ABMFM2907M Firm incorporated under the provisions of the LLP Act, 2013 and having its registered office at D-216/2, Central Block, Dilshad Garden, Delhi-110095 as a Private Developer and as a **Lead Member**.

4. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

- The purpose of this Agreement is including but not limited to specify the responsibilities of the Parties towards the execution of the Project including land assembly, preparation of detailed project report, securing of clearances, execution of development 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.

For MNG REALTECH LLP


Auth. Signatory


PARAS NAVNEET
Advocate
Chamber No. -/2
Tehsil Compound Ghaziabad
Mob.-9891678064
For MNG REALTECH LLP
Auth. Signatory

- The Lead Member shall be authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities for development of the Project.
- The Lead Member shall be responsible to obtain from Government Authorities all permissions, no-objections and sanctions of layout plans, revised layout plans required for development of the Project as well as building plans/ revised building plans for construction.
- The Lead Member shall deal with all Government Authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Project.
- The Lead Member shall be responsible to make payment for all costs and expenses incurred in connection with the development, marketing and construction of the Project
- The Lead Member shall be authorized to negotiate and allot/transfer the developed properties of the Consortium Members.
- The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

For MNG REALTECH LLP

Auth. Signatory



PARAS
Advocate
Chamber No.-72
Tehsil Compound Ghaziabad
Mob.-8860011111



5. Obligation of Member

5.1 That the member of this consortium shall have no right to assign any of its benefits, rights under this agreement to any company, firm or person without obtaining the prior written consent from the Lead Member.

5.2 That Consortium member shall not have any right on the profit/ loss of the project.

5.3 That the lead member of the Consortium agreement will allot the unit to any one else.

5.4 That the member of Consortium agreement will sign the sale deed/ registry of the allotted unit.

6. PROJECT MANAGEMENT STRUCTURE

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

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

- All cost relating to the Project shall be borne by the Lead Member.

For MNG REALTECH LLP

Auth. Signator



PARAS

Chmab

Tehsil Compund Chmab

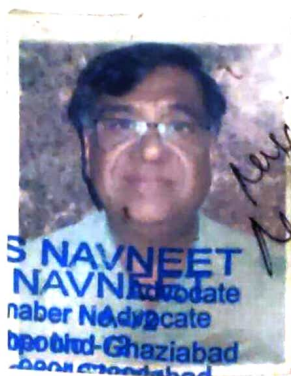
Mob.-989167890



8. Termination :-

The lead member shall have rights to terminate this agreement without any prior notice in the following events and lead member shall have rights to recover the loss/damage caused due to the act/omission/submission of the consortium member:-

- a. Rejection of the proposal by the Government of Uttar Pradesh.
- b. Upon completion of project.
- c. If the other party becomes insolvent, becomes bankrupt, mentally incapacitated, dies is incapacitated through illness for more than for more than thirty days or is convicted of a crime punishable by imprisonment. Or if the other party is unable to pay its debts or ceases to threaten to carry on its business or enters into a composition with its creditors, or anything analogous to the above.
- d. Any liability arise on the said land by any department including but not limited to Ghaziabad Development Authority.



9. Bank account/Validity:-

The bank account(s) shall be opened in the name of the Lead Member. That during the continuance of this Consortium.

10. Confidentiality:-

Each party acknowledges that is will access or have access to the confidential information of the other party. The receiving party agrees that it shall not disclose, sell, transfer, modify, translate, reproduce or otherwise cause the confidential information to be made available to any third party and that it shall protect the same to the same extent it protects its own confidential information, but in on event will the receiving party exercise less than reasonable care in the protection thereof. for the purpose of the project under the consortium Shall not be shared by any other outside agency except the Government of Uttar Pradesh.

11. Notice:-

Any notice required pursuant to the Consortium Agreement Shall be given writing and shall be delivered by hand under Acknowledgement of sent by facsimile to the party at the Address appearing in the beginning of the Consortium Agreement.

For MNG REALTECH LLP

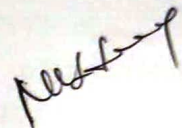
Auth. Signatory



12. 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

For MNG REALTECH LLP

Auth. Signatory



13. 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 previous of this Consortium Agreement and the said laws the letter shall prevail.

14. 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, Government action. In the event of force majeure, the Parties of the Agreement undertake to consult each other.

For MNG REALTECH LLP

Auth. Signatory



15. Dispute Resolution:-

All the arising out of or in connection with this agreement which are not settled amicably between the parties shall be submitted to Arbitration for settlement as per the Arbitration and Conciliation Act, 1996 by appointing a sole arbitrator by the Lead Member. The place of arbitration shall be at Ghaziabad. The arbitral award shall be conducted in English Language. The arbitral award shall be final and binding upon the parties.

16. 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 shall not be deemed to be waiver of any subsequent breach.

17.

That terms and conditions mentioned in LLP Agreement signed between the parties will prevail.

That present consortium Agreement will not supersede the LLP Agreement.

For MNG REALTECH LLP

Auth. Signatory



PARAS RAYNE
Chamber No.-12
Tehsil Compound Ghaziabad
Mob.-9891678964

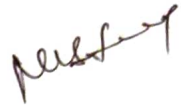


PARAS RAYNE
Chamber No.-12
Tehsil Compound Ghaziabad
Mob.-9891678964

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED
AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE
WRITTEN:-

For MNG REALTECH LLP

Auth. Signatory
First party



Second Parties

1.



Mr. VIJAY S/o Shri Babu
R/o New Vikas Nagar,
Loni, Ghaziabad.

Aadhar Card No. - 7489 3267 0894

2.



Mr. VINOD KUMAR S/o Shri Mahaveer Singh
R/o 231, Ram Nagar, Koil, Aligarh, U.P.

Aadhar Card No. - 6422 8333 8941

Drafted by :

PARAS NAVNEET
Advocate
Chamber No.-12
Tehsil Compound Ghaziabad
Mob.-9891678964

आवेदन सं०: 202200739068108

बही संख्या 4 जिल्द संख्या 1340 के पृष्ठ 389 से 428 तक क्रमांक 3230 पर
दिनांक 13/05/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ndi

शर्मा नविनकुमार एस0

उप निबंधक : सदर द्वितीय

गाजियाबाद

13/05/2022

