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उत्तर प्रदेश UTTAR



ARUN SHARMA
M.Com, LL.B., Advocate
Adiwaktia Bhawan
Victoria Garden, Meerut
M: 981009823, 989786



ARUN SHARMA
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Adiwaktia Bhawan
Victoria Garden, Meerut
981009823, 9897864876

BS 590086

CONSORTIUM AGREEMENT

This Consortium Agreement (hereinafter known as the "Consortium Agreement") is made and executed at Meerut on this 16 day of November in the year 2022

BY AND BETWEEN

1. **M/s SHIVA ENTERPRISES**, a partnership firm under the Indian Partnership Act, 1932, and having its registered office at 37, Chippi Tank, Meerut (PAN: AERFS6056D) acting **through its partners Sh. Ashok Kumar Garg S/o Late Sh. Hazari Lal Garg R/o 18/3, Balwant Nagar, Near Victoria Park, Meerut City (PAN: AARPG3443J, Aadhaar: 5754 3541 1095) and Sh. Pulkit Saini S/o Sh. Samay Singh Saini (Advocate) R/o 129/6, Shastri Nagar, Meerut City (PAN: CEFPS6569P, Aadhaar: 452653465876)**, which expression shall, unless repugnant to the context thereof, include its successors, hereinafter referred to as the **FIRST PARTY/Lead Member;**

For Shiva Enterprises

Ashok Kumar Garg

Partner



For Shiva Enterprises

Pulkit Saini

Partner



Arjun Sharma



Arjun Sharma



Ashok Kumar Garg



Pulkit Saini



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क. म. क.

व्यक्ति का नाम: श्री 1000.1000 15/11/2022

व्यक्ति का पता: 222, Victoria Garden, Meerut

दिनांक: 15/11/2022

हस्ताक्षर: [Signature]



ARUN SHARMA
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 1, Adiwakta Bhawan
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 M.: 9837308823, 9897864876



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AND

2. **SH. PRADEEP KUMAR** S/o Late Sh. SomDutt R/o 32, Old Mohanpuri, Meerut City (PAN: ADTPK5349N, Aadhaar: 7485 4112 5823); **SMT. INDIRA RANI** W/o Late Sh. Prakash Chand R/o 32-A, Old Mohanpuri, Meerut City (PAN: AAMPR8141B, Aadhaar: 5970 3802 2430); **SH. TUSHAR SINGH** S/o Late Sh. Prakash Chand R/o 32-A, Old Mohanpuri, Meerut City (PAN: ABVPS4636G, Aadhaar: 9901 2300 0806); and **HIMANSHU PATEL** S/o Late Sh. Krishan Gopal Patel R/o Saidapur, Devkali, Patel Farm House, Lakhimpur Kheri (PAN: ATXPP6513D, Aadhaar: 6417 4660 1945), which expression shall unless repugnant to the context thereof include their successors, hereinafter referred to as the **SECOND PARTY**;

Whereas all the above mention parties have entered and executed this consortium Agreement to form a Consortium of Developer under the name and style **M/s Shiva Enterprises** of with the object of development of one or more projects at Meerut U.P. the lead member and owner are collectively referred to the parties and individually as the party

For Shiva Enterprises



Partner

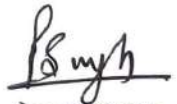


For Shiva Enterprises



Partner













Now this consortium agreement & its terms and Conditions are witnessed as under:-

- 1- All the Consortium members have mutually decided to appoint **M/s Shiva Enterprises** as a lead Member.
- 2 The sole aim of this consortium agreement is for submitting the proposal the development of the residential colony at village Sari Kazi Pargana & Tehsil & Distt. Meerut in the state of Uttar Pradesh .
- 3- That the Consortium has been formed with an object of development of Residential project in the State of Uttar Pradesh and for submitting the layout plan to the Meerut Development Authority/others Govt. Authority and getting other approval from the various Govt. Dept. for development of Residential projects in the state of Uttar Pradesh .
- 4 That the FIRST PARTY shall be entitled to do all acts, things and matters pertaining to the development of the Project on the Said Land, as contemplated in this Consortium Agreement, including and not limited to obtaining necessary permissions, approvals, certificates, from any professionals or government/ semi-government authorities on behalf of the SECOND PARTY and/or itself.
- 5 That any future demands made by any government authority and/or any expenses or liabilities, with respect to the said Project, shall be borne solely by the FIRST PARTY, within the time and in the manner as required by such authority.

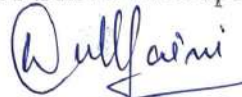
For Shiva Enterprises



Partner



For Shiva Enterprises



Partner



- 6 That the members of the SECOND PARTY undertake to execute any such documents as may be required by the FIRST PARTY for effective implementation of this Consortium Agreement and the development of the Project on the Said Land.
- 7 That the FIRST PARTY is entitled to open and operate bank accounts in scheduled bank(s) in its own name for the purpose of proper implementation of the Project and to comply with the requirements of the Real Estate (Regulation and Development) Act, 2016 and applicable rules there under.
- 8 That the FIRST PARTY is entitled to register as the Promoter of the Project before the concerned government authorities including, and not limited to, the Uttar Pradesh Real Estate Regulatory Authority and to supply all necessary information and documents regarding the status of the project to the said authority from time-to-time. It is further agreed that the members of the SECOND PARTY shall register as the Co-Promoters of the Project before the concerned government authorities including, and not limited to, the Uttar Pradesh Real Estate Regulatory Authority.
- 9 That the members of this Consortium shall have no right to assign of the its benefit, right and liabilities under this Agreement to any other company, firm of person without obtaining the prior written permission from the members of the Consortium.
- 10 - That the share of all the members of the Consortium shall be mutually decided later on.

For Shiva Enterprises

Ashok Kumar

Partner



Anand Kumar



For Shiva Enterprises

Anjali

Partner



Fahar Singh



Suyh



Himanshu



आवेदन सं०: 202200734085586

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 823

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री मैसर्स शिवा एन्टरप्राइजेज द्वारा
अशोक कुमार गर्ग अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व० हजारी लाल गर्ग
व्यवसाय : अन्य
निवासी: 18/3, बलवन्त नगर, मेरठ



Ashok Kumar Garg

श्री, मैसर्स शिवा एन्टरप्राइजेज द्वारा

अशोक कुमार गर्ग अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
23/11/2022 एवं 12:20:05 PM बजे
निबंधन हेतु पेश किया।

Ashok Kumar Garg

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Signature]

अंजलि . यादव

उप निबंधक :सदर प्रथम

मेरठ

23/11/2022

सिद्धार्थ पाल

निबंधक लिपिक

23/11/2022



- 11- That the Role & services of individual members shall be decided jointly and with the consent of all the parties. The First Party with however be entrusted task of the marketing of the proposed project. In case any dispute the lead member shall have final say in the matter.
- 12- The Consortium Agreement shall in respect be constructed in accordance with the laws of India as amended from time to time and in the event of conflict between the provisions of the Consortium and the said laws the latter shall prevail.
- 13- All the members agree to settle amicably all dispute arising out of or concerning this Consortium Agreement. In the event of the member failing to amicably resolve any dispute the matter shall be referred to the arbitrator to the decided mutually, whose decision shall be binding.
- 14- The waiver of any member of any breach of any term of this Consortium Agreement shall not prevent the subsequent enforcement of that term and shall not deemed to be waiver of any subsequent breach.
- 15- The entire member shall be under obligation not disclose any information or terms of any this Consortium Agreement to any third Party All documents and information exchange between the members, for the purpose of the purpose of the project under the Consortium Agreement shall be treated as strictly confidential by the other members and not be shares by other outside agency except the government of Utter Pradesh.

For Shiva Enterprises

Alok Kumar
Partner



For Shiva Enterprises

Anil Kumar
Partner



Rajesh



Indira Ravi



Jeshar Singh



Shiv Kumar



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री राजीव कोछड़, पुत्र श्री कुलदीप कुमार
निवासी: सी 86, सेकेण्ड फ्लोर, सरस्वती लोक,
दिल्ली रोड मेरठ
व्यवसाय: अन्य

Rajewicochh



पहचानकर्ता : 2

श्री अर्पित शर्मा, एडवोकेट

निवासी: कचहरी मेरठ

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अंजलि . यादव

उप निबंधक : सदर प्रथम

मेरठ

23/11/2022

सिद्धार्थ . पाल

निबंधक लिपिक मेरठ

23/11/2022

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

प्रिंट करें



- 16- Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement of sent by facsimile to the other party at the address appearing in the beginning of the Consortium Agreement.
- 17- The terms and conditions of the Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the Consortium members. The Consortium does not have any land shall acquire land & develop project as per the policies of State of U.P. and concerned development Authority .
- 18- This Consortium Agreement shall be terminated upon the arrival of the first of the following events. Rejection of the proposal by the Government of Uttar Pradesh. Upon completion of the Project.
- 19- That this Consortium Agreement shall be valid and enforceable till the completion of the given project
- 20 That the Parties hereto shall not do any act of omission or commission prejudicial to the interest of this Agreement and the terms hereunder.

For Shiva Enterprises


Partner


For Shiva Enterprises


Partner














बही सं०: 4

रजिस्ट्रेशन सं०: 823

वर्ष: 2022

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

प्रथम पक्ष: 1

श्री मैसर्स शिवा एन्टरप्राइजेज के द्वारा अशोक कुमार गर्ग, पुत्र श्री स्व० हजारी लाल गर्ग
निवासी: 18/3, बलवन्त नगर, मेरठ

व्यवसाय: अन्य

प्रथम पक्ष: 2

Ashok Kumar



श्री मैसर्स शिवा एन्टरप्राइजेज के द्वारा पुलकित सैनी, पुत्र श्री समय सिंह सैनी

निवासी: 129/6, शास्त्रीनगर, मेरठ

व्यवसाय: अन्य

द्वितीय पक्ष: 1

Pulkit Saini



श्री प्रदीप कुमार, पुत्र श्री स्व० सोमदत्त

निवासी: 32 पुरानी मोहनपुरी, मेरठ

व्यवसाय: अन्य

द्वितीय पक्ष: 2

Pradyip



श्रीमती इन्द्रा रानी, पत्नी श्री स्व० प्रकाश चन्द

निवासी: 32 ए, पुरानी मोहनपुरी, मेरठ

व्यवसाय: अन्य

द्वितीय पक्ष: 3

Indrakani



श्री विष्णु सिंह, पुत्र श्री स्व प्रकाश चन्द

निवासी: 32 ए पुरानी मोहनपुरी, मेरठ

व्यवसाय: अन्य

द्वितीय पक्ष: 4

Vishnu Singh

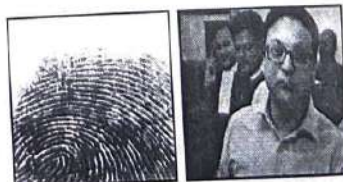


श्री हिमांशू पटेल के द्वारा अवनीश गर्ग, पुत्र श्री अशोक कुमार गर्ग

निवासी: 18/3, बलवन्त नगर, विक्टोरिया पार्क, मेरठ

व्यवसाय: अन्य

Himanshu Patel



In witness whereof the parties hereto have signed this CONSORTIUM on the day, month and year first hereinabove mentioned.

PARTIES

First Party

M/s Shiva Enterprises through its Partners



(Sh. Ashok Kumar Garg)



(Sh. Pulkit Saini)

For Shiva Enterprises



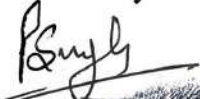
Partner

For Shiva Enterprises

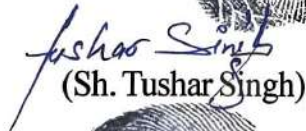


Partner

Second Party



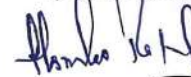
(Sh. Pradeep Kumar)



(Sh. Tushar Singh)



(Smt. Indira Rani)



(Himanshu Patel)

WITNESSES

1. RAJEEV KOTHAR
S/O KULDEEP KOTHAR
FLAT NO- C86 SECTOR NO. 14
SATYASWATI COLONY
DELHI 110029
MEERUT
M.G. 9837055673

2.



Photo Attested By Arun Sharma Advocate, Meerut

ARUN SHARMA
M.Com, M.B., Advocate
1, Adiwala Bhawan
Victoria Garden, Meerut
M.: 9837308823, 9897864876

आवेदन सं०: 202200734085586

बही संख्या 4 जिल्द संख्या 635 के पृष्ठ 173 से 186 तक
क्रमांक 823 पर दिनांक 23/11/2022 को रजिस्ट्रीकृत किया गया

।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



अंजलि . यादव

उप निबंधक : सदर प्रथम

मेरठ

23/11/2022

