

Mukesh Kumar Tyagi  
Advocate Ghaziabad

IV-74

भारतीय गैर न्यायिक INDIA NON JUDICIAL



उत्तर प्रदेश UTTAR PRADESH

# 1 #

CONSORTIUM AGREEMENT

M/s Nitya Realtech Pvt. Ltd. a company registered under the Companies Act, 1956 having its registered office at 220, opposite Veterinary Hospital, Burari, Delhi-84, through its Director/authorized signatory, Mr.Punit Tyagi S/o Raj Pal Tyagi R/o K-I-3 Kavi Nagar, Ghaziabad U.P.) who has been authorised in terms of the resolution passed in the meeting of Board of Directors on 18th Feb, 2013, which expression shall unless contrary for repugnant hereinafter to the context here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of First Part.

AND

M/s R.K.S. Buildcon India Pvt. Ltd. a company registered under companies Act, 1956 and having its registered office at 220, Village Burari, Delhi-54, acting through its Directors/authorised representative, Mr.Raj Pal Tyagi S/o Braham Jeet Tyagi R/o K-I-3, Kavi Nagar, Ghaziabad (U.P.) who has been authorised in terms of the resolution passed in the meeting of Board of Directors on 18th Feb, 2013, which expression shall unless contrary for repugnant hereinafter to the context here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of Second Part.

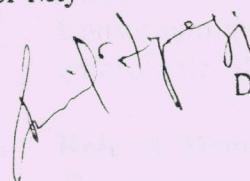
M/s Nitya Realtech Pvt. Ltd  
Nishant  
Auth. Signatory  
Bhanupriya  
Auth. Signatory



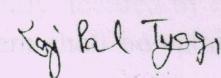
# 2 #

Whereas both Companies have agreed to form a Consortium and appoint M/s Nitya Realtech (P) Ltd. as a lead member with an object of developing and construction of Group housing project in the area of Noor Nagar, Raj Nagar Extension, Ghaziabad, make all expenditure in relation to this activity, allot the property to buyers, receive payments from them, enter into agreement with them, and all other works and activity related to the Project in future. By this document there is no land being transferred by the member.

For Nitya Realtech Pvt. Ltd.

  
Nishant Jha  
Director

For RKS Buildcon (India) Pvt. Ltd.

  
Raj Pal Tyagi

M/s Nitya Realtech Pvt. Ltd  
Auth. Signatory  
  
Bhavna Tyagi  
Auth. Signatory

ने निपादन स्वीकार किया ।

जिनकी पहचान श्री राजेन्द्र त्यागी  
पुत्र श्री परमानन्द त्यागी

पेशा व्यापार

निवासी त्यागी मार्केट गुलधर-2 गाडी बाद

व श्री राधेश्याम

पुत्र श्री रघुवीर

पेशा व्यापार

निवासी कृष्ण नगर मेरठ रोड गाडी बाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिवन्धक द्वितीय  
गाजियाबाद

15/3/2013

Mr. Nitin Raghav Tyagi  
Signature  
Date: 15/3/2013  
Mr. Nitin Raghav Tyagi  
Signature  
Date: 15/3/2013

# 3 #

**NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSED AS UNDER:-**

**1. Lead Member:-**

Both the Consortium member, have mutually decided to nominated M/s Nitya Realtech Pvt Ltd, a Company incorporated under the provision of the companies Act, 1956, having its registered office at 220,opp. Veterinary Hospital, Burari Delhi-84 as the lead member.

**2. Date of Commencement/Principal Place:-**

The Consortium shall be deemed to have come into existence with immediate effect The principal place of business of the Consortium shall be at Raj Nagar Extension, Ghaziabad or such other places as may be mutually decided by the Consortium members in future. This Consortium Agreement shall be valid enforceable till the completion of the project.

**3. Role of Members:**

The roles & services of the members of this consortium, shall be decided jointly and with the consent of both the members, however, the lead member shall have final authority.

*M/s Nitya Realtech Pvt. Ltd.*  
Nishant  
Auth. Signatory

*Bhanampali*  
Auth. Signatory

*Raj Pal Tyagi*

# 4 #

**4. Shareholding basis in Consortium:**

The share holding of all the members of Consortium shall be mutually decided later on.

**Project Management Structure:** shall be closed every year on 31st March M/s Nitya Realtech Pvt Ltd, will construct their project and arrange the Finance for the project of their part and look after the implementation of the project of their part.

**5. Funding and Basis Sharing the Expenditure & Remuneration:**

- a. It is decided that upto the allotment of flat in the project namely Officer City, all cost towards development of project will be borne entirely by lead member.
- b. The lead member shall raise loans from the Financial Institutions/Banks for the project and any shortfall in financing of the project shall be contributed by the partners and their relatives.
- c. Upon completion of the project any profit and loss shall be shared by the consortium members in ration of their shareholding.



*Raj Patel*  
Raj Patel

For P.K.S. Builders (P.) Ltd.

*Raj Patel*  
Raj Patel  
Director

**M/s Nitya Realtech Pvt. Ltd.**  
*Mishant  
Sharma. Bharamp  
Auth. Signatory* *Auth. Signatory*

# 5 #

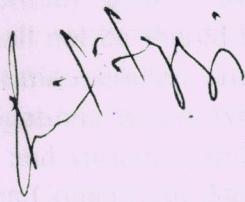
**6. Bank account/Validity:**

That bank account(s) may be opened in the name of the Lead Partner M/s Nitya Realtech Pvt Ltd, and the said account(s) would be operated under signature of Lead Member of the consortium. That during the continuance of this the accounts of the Consortium shall be closed every year on 31st March.

**7. Right & Duties of Members:**

That the member of this Consortium shall have no right to assign any of its benefits, rights and liabilities under this agreement to any other company firm or person without obtaining the prior written consent from the other members of the consortium. That the Lead Partner shall transfer 12% of the total sale proceeds to its other members i.e. second part on account of sale proceeds of the land at end of every year.

Raj Patel Yogi



Raj Patel  
Yogi

Advocate Giridharan

M/s Nitya Realtech Pvt. Ltd

Nishant  
Ghansie

Auth. Signatory

Bharat Patel  
Auth. Signatory

# 6 #

**8. Governing Law/Wavier:**

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 shall prevail. The waiver of any member of breach of any term of this Consortium Agreement shall not prevent the subsequent enforcement of that term shall not be deemed to be waiver of any subsequent breach.

**9. Confidentiality/Term:**

Both the 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 the project under the Consortium, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the understanding of the members and there are no promises, terms and condition 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 in writing and signed by them or their duly authorised representative as amendment to this Consortium Agreement. The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the Consortium members

M/s Nitya Realtor Pvt Ltd  
Nishant Sharma  
Auth. Signatory

Rajesh Tyagi

# 7 #

**10. Miscellaneous/Liability:**

Nothing in this shall be construed providing for the sharing of the profit and loss arising out of the efforts of any of the members, except as may be provided for in any resultant subcontract or Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any obligation or liability to the other or shall any remedy be available to the other members, except as expressly written herein. No party shall be liable, for any financial compensation arising out of the termination of the consortium agreement, to other members of this consortium Agreement. No other shall be liable to other Party/Members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one member or otherwise.

**11. Notice:**

Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement of send by facsimile to the other part at the address appearing in the beginning of the Consortium Agreement.

Raj Patel



M/s Nitya Realestate Pvt. Ltd.  
Nishant Jha, Sharanya  
Auth. Signatory  
Auth. Signatory

# 8 #

**12. Termination:**

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.
- " Mutually agreed by both the members.

**13. Arbitration:**

Both the members agree to settle amicable all disputes arising out of or concerning this consortium agreement. In the event of the members 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 binding.

Raj Pal (Tutor)



M/s Nitya Realtors  
Nishant  
Arun  
Sharma  
Sharma

ONE THOUSAND RUPEES

RS.1000

# 9 #

IN WITNESS WHEREOF the members have executed this Consortium Agreement on this day of March, 2013 and have caused this consortium Agreement to be signed on their behalf in the manner set below:

For M/s Nitya Realtech Pvt Ltd.

*[Signature]*  
Authorised Signatory of First Part

For M/s R.K.S. Buildcon India (P) Ltd.  
Authorised Signatory of Second Part

Witness:

1. Sh. Rajender Tyagi  
S/o Sh. Parmanand Tyagi  
R/o Tyagi Market, Guldhar-II  
Ghaziabad

2. Mr. Radhayshyam  
S/o Mr. Raghbir  
R/o Krishna Nagar  
Meerut Road  
Ghaziabad

*[Signature]*  
For R.K.S. Buildcon India (P) Ltd.

15-03-2013

*[Signature]*  
M/s Nitya Realtech Pvt Ltd  
Nishant  
Sharma. Banawali  
Auth. Signatory

Auth. Signatory

Dated : 15-03-2013 Drafted By MUKESH KUMAR TYAGI, (ADVOCATE)  
Chamber No-94, Tehsil Compound, Ghaziabad, Mob. No-9550219650

*Mukesh Kumar Tyagi*

Advocate General

आज दिनांक 15/03/2013 को

वही मं 4 जिल्ड सं 332

पृष्ठ मं 1 से 18 पर क्रमांक 74

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिवन्धक द्वितीय  
गाजियाबाद

15/3/2013