

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

उत्तर प्रदेश UTTAR PRADESH

1

CONSORTIUM AGREEMENT

T-7498
M/s Nitya Realtech Pvt. Ltd. a company registered under the Companies Act, 1956 having its registered office at 220, opposite Vetrinity 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 Buradi, 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.
Nikhant
Auth. Signatory
Braham
Auth. Signatory

क्रमांक सं०.....17..... दिनांक 15/3/13

स्टाम्प क्रय करने का प्रयोजन.. Nilgiri Realtech Pvt Ltd

स्टाम्प देता का पुरा नाम/पता.. Purat Tyagi S/o Raj Pal Tyagi R/o K-1-3 Kavi Nagar

Gurgaon (Haryana)

गिरीश शर्मा (स्टाम्प विक्रेता)

लाइसेंस नं० 429 (स्टाम्प लि० 15000)

तहसील कम्पाउंड गाजियाबाद

क्रमांक सं०..... दिनांक.....

स्टाम्प क्रय करने का प्रयोजन..

स्टाम्प देता का पुरा नाम/पता..

गिरीश शर्मा (स्टाम्प विक्रेता)

लाइसेंस नं० 429 (स्टाम्प लि० 15000)

तहसील कम्पाउंड गाजियाबाद

मुख्तारनामा आम

10,000.00

80

10,080.00

4,000

फ्रीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री पुनीत त्यागी प्रतिनिधि नित्या रियलटेक प्रा० लि०

पुत्र श्री राजपाल त्यागी

व्यवसाय अन्य

निवासी स्थायी के० आई० ३ कविनगर गा० बाद

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 15/3/2013 समय 2:21PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अपनिबन्धक द्वितीय

गाजियाबाद

15/3/2013

निष्पादन लेखपत्र बाद सुनने व समझने मजमून

मुख्तार कर्ता

मुख्तार

श्री पुनीत त्यागी

प्रतिनिधि नित्या रियलटेक प्रा० लि०

पुत्र श्री राजपाल त्यागी

पुत्र/पत्नी श्री पेशा अन्य



श्री राजपाल त्यागी

प्रतिनिधि आर०के०एस० बिल्डकोन इण्डिया प्रा०

लि०

पुत्र श्री ब्रह्मजीत त्यागी

पुत्र/पत्नी श्री पेशा व्यापार

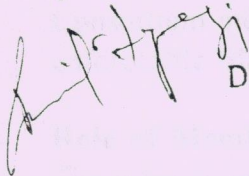


Mrs Nilgiri Realtech Pvt Ltd
Gurgaon
Haryana

2

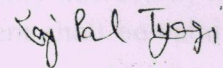
Whereas both Companies have agreed to form a Consortium and appoint M/s Nitya Realtech (P) Ltd. as a lead member with an object of developing and construction of Group housing project in the area of Noor Nagar, Raj Nagar Extension, Ghaziabad, make all expenditure in relation to this activity, allot the 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.



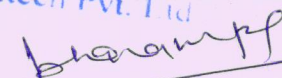
Director

For RKS Buildcon (India) Pvt. Ltd.



M/s Nitya Realtech Pvt. Ltd.

Nishant
Auth. Signatory


Auth. Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री राजेन्द्र त्यागी

पुत्र श्री परमानन्द त्यागी

पेशा व्यापार

निवासी त्यागी मार्केट गुलधर-2 गा0 बाद

व श्री राधेश्याम

पुत्र श्री रघुवीर

पेशा व्यापार

निवासी कृष्णा नगर मेरठ रोड गा0 बाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक द्वितीय

गाजियाबाद

15/3/2013

Ms. Nitika Realtech Pvt. Ltd.
Auth. Signatory

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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. Vetrernity 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. Signature

Shanmug
Auth. Signatory

Raj K. 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:

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.



[Handwritten signature]
For M/s Nitya Realtech Pvt Ltd

For P.K.S. Bedoon (Pvt.) Ltd

Raj Paul Tyagi
Director

M/s Nitya Realtech Pvt Ltd

Nishant Sharma
Auth. Signatory

[Handwritten signature]
Auth. Signatory

5

6. **Bank account/Validity:**

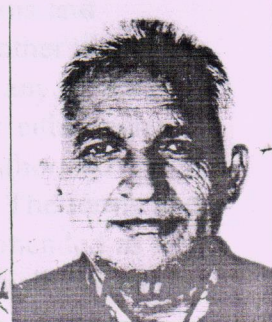
That bank account(s) may be opened in the name of the Lead Partner M/s Nitya Realtech Pvt Ltd, and the said account(s) would be operated under signature of Lead Member of the consortium. That during the continuance of this the accounts of the Consortium shall be closed every year on 31st March.

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.

Rajendra Tyagi

Rajendra Tyagi



Rajendra Tyagi

Advocate Ghazal Singh

M/s Nitya Realtech Pvt Ltd

Nishant
Sharma
Auth. Signatory

Chandam
Auth. Signatory

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8. **Governing Law/Wavier:**

This 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 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 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 contains herein, and variation, modification or alternation 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 Real Estate Pvt Ltd
Nishant Sharma
Authorizatory
Sharma

Rajesh Tyagi

7

10. Miscellaneous/Liability:

Nothing in this shall be constructed 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 Paul Jogi

[Handwritten signature]

M/s Nitya Real Estate Pvt. Ltd.

Nishant
Sharma
Auth. Signatory

Shanmugan
Auth. Signatory

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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.

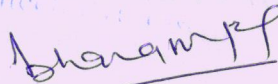
Resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall binding.

Raj Pal Jyoti



M/s Nitya Real

Nishant
Sharma
Authorized Signatory



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.

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. Raghubir
R/o Krishna Nagar
Meerut Road
Ghaziabad

M/s Nitya Realtech Pvt Ltd

Auth. Signatory

Auth. Signatory

Dated : 15-03-2013 Drafted By MUKESH KUMAR TYAGI, (ADVOCATE)

Chamber No-94, Tehsil Compound, Ghaziabad Mob. No-9350219650

Mukesh Kumar Tyagi

Advocate Ghaziabad


आज दिनांक 15/03/2013 को

वही सं. 4 जिल्द सं. 332

पृष्ठ सं. 1 से 18 पर क्रमांक 74

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


उपनिबन्धक द्वितीय

गाजियाबाद

15/3/2013

