

**MONU SHARMA**

Advocate

Ch. No.- 73, Tehsil Compound,  
Ghaziabad

Reg. No.- UP03813/19

**INDIA NON JUDICIAL**

**Government of Uttar Pradesh**

e-Stamp

**नमन शुक्ला**

लाईसेंस नं०-557

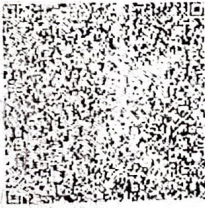
राजमगर एक्सटेंशन, गा०बाद

फोन नं०-07827212524

**TV-366**

Certificate No. : IN-UP52898253531845V  
Certificate Issued Date : 06-Jul-2023 01:08 PM  
Account Reference : NEWIMPACC (SV)/ up14096504/ GHAZIABAD SADAR/ UP-GZB  
Unique Doc. Reference : SUBIN-UPUP1409650400856152337727V  
Purchased by : VVIP EMS INFRAHOME AND AIG BUILDCON PVT LTD  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : VVIP EMS INFRAHOME AND AIG BUILDCON PVT LTD  
Second Party : UTILITY ESTATES PRIVATE LIMITED  
Stamp Duty Paid By : VVIP EMS INFRAHOME AND AIG BUILDCON PVT LTD  
Stamp Duty Amount(Rs.) : 1,000  
(One Thousand only)

**LOCKED BY**  
[Signature]  
Ghaziabad



Advocate  
Ch. No.- 73, Tehsil Compound,  
Ghaziabad  
Reg. No.- UP03813/19



Advocate  
Ch. No.- 73, Tehsil Compound,  
Ghaziabad  
Reg. No.- UP03813/19

**For VVIP EMS Infrahome**

**Authorized Signatory**

**For AIG BUILDCON PVT. LTD.**

**Auth. Signatory**

**For Utility Estates Private Limited**

**Authorized Signatory/Director**

**QT 0006672436**



## Consortium Agreement

This Consortium Agreement is made at Ghaziabad on this 11<sup>th</sup> day of July, 2023 between;

M/s VVIP EMS Infrahome (PAN : AAWFV5456H), a Partnership Firm registered under the Indian Partnership Act, 1932 and having its Registered Office at VVIP STYLE MALL, 5<sup>th</sup> Floor, Raj Nagar Extn., Ghaziabad-201002 through its Authorised Signatory, Mr. Bhageshwar Tyagi S/o Shri Sunder Lal Tyagi R/o 11/5, Maalsiri Road, Indrapuram, Shipra Sun City, Ghaziabad, UP-201014 (Aadhar Card No. 8220 7164508) duly authorized vide Resolution of Partners dated 30-06-2023, passed in the meeting of its Partners, here-in-after referred to as "First Party".

AND

M/s AIG Buildcon Private Limited, a company duly incorporated under the Companies Act, 1956, having its Registered Office at H. No. WZ 102A, First Floor, Village Tihar, Near Subhash Nagar, New Delhi - 110018 (PAN : AALCA5016G) through its Authorised Signatory, Mr. Hemant Kumar S/o Shri Rajveer Singh Sirohi R/o E-123, Patel Nagar-2, Ghaziabad, Uttar Pradesh-201001 (Aadhar Card No. 2738 1000 9915) duly authorized vide Board Resolution dated 30-06-2023, passed in the meeting of its Board of Directors, here-in-after referred to as "Second Party".

AND

For VVIP EMS Infrahome

Authorised Signatory



2

For AIG BUILDCON PVT. LTD.

Auth. Signatory



प्रतिफल- 0 स्टाम्प शुल्क - 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग : 180

श्री मैसर्स वी वी आई पी ई एम एस इन्फ्राहोम द्वारा  
भागेश्वर त्यागी अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री सुन्दर लाल त्यागी  
धर्मवसंथ : अन्य  
निवासी: 11/5 मौलसिरी रोड इंदरापुरम गा0बाद

9/6



भागेश्वर त्यागी अधिकृत पदाधिकारी/  
प्रतिनिधि

श्री, मैसर्स वी वी आई पी ई एम एस इन्फ्राहोम द्वारा

ने यह लेखपत्र इस कार्यालय में मॉक 11/07/2023 एव 03:25:18

PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनुपम माथुरी प्रभारी  
उप निबंधक : सदर द्वितीय

गाजियाबाद  
11/07/2023

निबंधक लिपिक  
11/07/2023

प्रिंट करें



For AIG BUILDCON PVT.LTD.

Auth. Signatory

For VIP EHC Infrahome

Authorized Signatory



M/s. Utility Estates Private Limited, a Private Limited Company, registered under the Indian Companies Act, 1956, having its registered office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092 (PAN : AAACU5134E) through its authorized signatory, Shri Bir Singh Pundir S/o Late Shri Kundan Singh R/o 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092, duly authorized vide board resolution dated 05-07-2023, passed in the meeting of its Board of Directors, here-in-after referred to as "Third Party".

(Each of the above parties here-in-after individually called as the "**MEMBER**" and collectively as "**MEMBERS**").

**WHEREAS** the First Party and the Second Party had located one Group Housing Plot bearing No. GH-3/4 situated at Park Town Integrated Township, Village Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP, here-in-after referred to as "Entire Plot", being part of the Parktown Integrated Township and part completion for the Integrated Township has also been issued by the Ghaziabad Development Authority (GDA);

**AND WHEREAS** the Ghaziabad Development Authority (GDA) had already sanctioned the building plans to develop the above said plot and issued Map Sanction Letter bearing No.04/M.P./2014 dated 31-07-2014, bearing Map No.712/Zone-5/2014-15 in respect of the said plot in the name of Third Party, being the Lead Member to develop Parktown Integrated Township. The above said map were revised vide letter bearing no. 88/Master Plan Zone-5/17 dated 19-07-2017 Revised Map No. 712/Zone-5/2013-14 & further revised vide File No. GDA/BP/22-23/1143 Permit Date 15-05-2023;

For VIP EMS Infrahome

Authorized Signatory

For AIG BUILDCON PVT. LTD.

Auth. Signatory

बही सं०: 4

रजिस्ट्रेशन सं०: 366

वर्ष: 2023

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

प्रथम पक्ष: 1

श्री मैसर्स वी वी आई पी ई एम एस इन्फ्राहोम के द्वारा भागेश्वर त्यागी, पुत्र श्री सुन्दर लाल त्यागी

निवासी: 11/5 मौलसिरी रोड इन्दरापुरम गा0बाद

व्यवसाय: अन्य



प्रथम पक्ष: 2

श्री मैसर्स ए आई जी बिल्डकोन प्रा लि के द्वारा हेमन्त कुमार, पुत्र श्री राजवीर सिंह सिरौही

निवासी: ई-123 पटेल नगर-2 गा0बाद

व्यवसाय: अन्य



प्रथम पक्ष: 3

श्री मैसर्स यूटीलिटी इस्टेट प्रा लि के द्वारा बीर सिंह पुंढीर, पुत्र श्री कुन्दन सिंह

निवासी: 11 न्यू राजधानी एन्क्लेव विकास मार्ग दिल्ली-110092

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री नीरज गुप्ता, पुत्र श्री जयपाल सिंह

निवासी: एम-209 संजय नगर से0 23 गा0बाद

व्यवसाय: अन्य



पहचानकर्ता : 2

श्री के पी सिंह, पुत्र श्री प्रताप सिंह

निवासी: 11 पी प्रताप नगर पुलिस लाइन गा0बाद

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनुपम माहेश्वरी प्रभारी

उप निबंधक : सदर द्वितीय

गाजियाबाद

11/07/2023

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

निबंधक लिपिक गाजियाबाद

11/07/2023



**AND WHEREAS** the First Party had purchased FSI, here-in-after referred to as **Block-1 FSI**, being part of Entire Plot from Park City Infrastructures, a Partnership Firm duly registered under Indian Partnership Act, 1932 having its Regd. Office at S-561, School Block, Shakarpur, Delhi-110092 through its duly Authorized Partner, Mr. Sanjeev Kumar Tyagi S/o Mr. Surender Singh Tyagi R/o S-561, School Block, Shakarpur, Delhi – 110092 vide Sale Deed dated 12-04-2023 duly registered in Bahi No. 1 Zild No. 42096 at Pages 153 to 234 at Sl. No. 3701 in the Office of Sub Registrar – Sadar Fourth, Ghaziabad on 12-04-2023;

**AND WHEREAS** Park City Infrastructures had purchased the **Block-1 FSI**, being part of Entire Plot from M/s. Utility Estates Private Limited, a Private Limited Company, registered under the Indian Companies Act, 1956, having its registered office at G-79, Preet Vihar, Delhi-110092 through its authorized signatory, Shri Bir Singh Pundir S/o Late Shri Kundan Singh and M/s. Sagacious Conbuild Private Limited, a Private Limited Company, registered under the Indian Companies Act, 1956, having its registered office at G-79, Preet Vihar, Delhi-110092 through its authorized signatory, Shri Bir Singh Pundir S/o Late Shri Kundan Singh, vide Sale Deed dated 26-06-2015 duly registered in Bahi No. 1 Zild No. 13036 at Pages 343 to 384 at Sl. No. 4228 in the Office of Sub Registrar – First, Ghaziabad on 26-06-2015;

**AND WHEREAS** the Second Party had purchased FSI, here-in-after referred to as **Phase I FSI (Tower A1 and B1)**, being part of Entire Plot from M/s. Utility Estates Private Limited, a Private Limited Company, registered under the Indian Companies

For VVIP EMS Infrahome

Authorised Signatory

For AIG BUILDCON PVT. LTD.

Auth. Signatory

Act, 1956, having its registered office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092 through its authorized signatory, Shri Bir Singh Pundir S/o Late Shri Kundan Singh and M/s. Sagacious Conbuild Private Limited, a Private Limited Company, registered under the Indian Companies Act, 1956, having its registered office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092 through its authorized signatory, Shri Bir Singh Pundir S/o Late Shri Kundan Singh, vide Sale Deed dated 24-05-2023 duly registered in Bahi No. 1 Zild No.20476 at Pages 31 to 90 at Sl. No. 5271 in the Office of Sub Registrar – Sadar Second, Ghaziabad on 24-05-2023;

**AND WHEREAS** the Members have formed the present consortium to develop their own respective purchased FSI/AREA as per the above said sale deeds in accordance with the aforesaid sanctioned maps and in accordance with all applicable laws of land.

**AND WHEREAS** the Third Party has participated in this consortium only for the reason that the aforesaid maps were sanctioned in the name of Third Party, whereas, the Third Party has no role whatsoever in the development, marketing, advertising, selling, financing, profits, losses, expenditure, income, liability etc. of the above said FSI/Land being respectively developed by the First Party and Second Party.

**AND WHEREAS** the Members hereto, in orders to safeguard their rights, interests, duties and responsibilities against any future misunderstanding, disagreement or dispute among them regarding the process and manner of the said development, are desirous to reduce the terms and conditions in writing, which are as under:-

**NOW, THIS CONSORTIUM AGREEMENT WITNESSETH AS UNDER:**

For VVIP EMS Infrahome  
Authorised Signatory

For AIG BUILDCON PVT. LTD.

Auth. Signatory



1. That, the First Party will get itself registered with Uttar Pradesh Real Estate Regulatory Authority for the **Block-1 FSI** and would be entitled/liable/responsible to develop, advertise, market, sell, arrange finance, obtain completion for the Block-1 FSI. Further, the First Party will be individually and exclusively responsible for its profits & loss, income & expenditure. Other parties will have no role in all of the above activities of the First Party and other parties will not be in any way responsible and liable for any of the acts done or not done, negligence, non-compliance of any law, rules etc. performed or not performed by the First Party in respect of Block-1 FSI.
2. That, the Second Party will get itself registered with Uttar Pradesh Real Estate Regulatory Authority for the **Phase I FSI (Tower A1 and B1)** and would be entitled/liable/responsible to develop, advertise, market, sell, arrange finance, obtain completion for the Phase I FSI (Tower A1 and B1). Further, the Second Party will be individually and exclusively responsible for its profits & loss, income & expenditure. Other parties will have no role in all of the above activities of the Second Party and other parties will not be in any way responsible and liable for any of the acts done or not done, negligence, non-compliance of any law, rules etc. performed or not performed by the Second Party in respect of Phase I FSI (Tower A1 and B1).
3. That, the duration of the Consortium shall be till the completion of the respective FSI area by the First Party and the Second Party.

For WVIP EMS Infrahome

Authorised Signatory



For AIG BUILDCON PVT. LTD.

Auth. Signatory





4. That the First Party and the Second Party would be individually and exclusively responsible in relation to FSI Area/Land respectively purchased by the First Party and the Second Party to:
- a) Carry out construction of units falling in their respective FSI Area/Land and obtain completion of their respective area from the Ghaziabad Development Authority in a time bound manner without having recourse to the other parties to this agreement.
  - b) Comply with all sorts of laws of land without having recourse to the other parties to this agreement.
  - c) Make due Payments to the competent authority from time to time in relation to compounding/completion of their respective FSI Area/Land.
  - d) Apply for part/full completion by First Party and the Second Party for their respective FSI Area/Land as per their own discretion and requirement.
  - e) Make liaisoning with the GDA, UP RERA and other relevant authorities,
  - f) Do all other acts necessary and ancillary to complete the development of their respective area of FSI.
5. That, the Third Party will not be in any way liable and responsible for any of the acts done or not done by the First Party and the Second Party in respect of their respective projects including but not limited to development, marketing, advertising, selling, financing, profits, losses, expenditure, income, liability, successful completion of the project etc.

For VVIP EMS Infrahome

Authorized Signatory



For AIG BUILDCON PVT. LTD.

Auth. Signatory



6. That, the First Party and the Second Party hereby confirm, assure, promise the Third Party that the Third Party will always be immune from all sorts of liabilities arise due to any of the activities/act/deed/performance/compliance done or not done by the First Party and the Second Party for their respective project.
7. That, if any sort of liability is fastened upon the Third Party due to any of act done or not done by the First Party and/or the Second Party, the respective First Party and the Second Party will immediately meet that liability directly/indirectly, as the case may be and as per the discretion of the Third Party alongwith reimbursement by the respective First Party and the Second Party for the expenses incurred by the Third Party to mitigate that liability.
8. That, if any sort of liability is fastened upon the Entire Plot, the First Party and the Second Party will bear the expenses/liability for their respective share in the proportionate manner.
9. That, in case of any dispute arises among the members, the members will resolve that dispute by jointly discussing the matter with each other. If the matter is not resolved among them, they may appoint the arbitrator to resolve the matter in accordance with the Indian Arbitration and Conciliation Act. The decision of the Arbitrator will be binding upon all the members.
10. That any of the above terms and conditions may be revised, varied, altered or superseded by mutual written consent of the members which shall be deemed to be part of this consortium.

For WVIP EMS Infrahome  
  
Authorised Signatory

For AIG BUILDCON PVT. LTD.  
  
Auth. Signatory



11. That any other matter not provided for in this agreement may be decided and acted upon by the members with their mutual consent.

12. That Stamp Duty, Registration Expenses and Deed Writing Charges for this consortium agreement has been/will be borne by the First Party and the Second Party in the proportionate manner.

IN WITNESS THEREOF the members to these present have hereto set and subscribed their respective hands and seal on the day and year first mentioned above in the presence of following witnesses:

**Witnesses:**

1. NEERAG GUPTA  
Sd/ JAIPAL SINGH  
M-209 Sanyal Market  
RCC-23 8/2/19  
Neerag

2.  
K. Singh / Sh. P. Singh  
M/o 11 Park Road  
Caf. 9/2/19

**Consortium Members**

For VVIP EWS Infrahome/  
First Party

For AIG BUILDCON PVT. LTD.  
Second Party

For Utility Estates Private Limited/  
Third Party

MONU SHARMA  
Advocate  
Ch. No.- 73, Tehsil Compound,  
Ghaziabad  
Reg. No.- UP03813/19

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Advocate  
Ch. No.- 73, Tehsil Compound,  
Ghaziabad  
Reg. No.- UP03813/19

आवेदन सं०: 202300739053167

बही संख्या 4 जिल्द संख्या 1650 के पृष्ठ 55 से 78 तक क्रमांक 366 पर दिनांक

11/07/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनुपम माहेश्वरी प्रभारी

उप निबंधक : सदर द्वितीय

गाजियाबाद

11/07/2023

प्रिंट करें

