

IV - 4428

ANIL KUMAR KANSAL
LICENCE NO. 352
TEHSIL COMPOUND, GZB

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



प्रत्यमव जयते

ओमदल्ल शर्मा

दस्तावेज लेखक

मै ० न०-६९, तहसील गाठबांद

Certificate No. IN-UP26540475792070T

Certificate Issued Date 09-Nov-2021 12:46 PM

Account Reference NEWIMPACC (SV)/up14000404/GHAZIABAD/ UP-GZB

Unique Doc. Reference SUBIN-UPUP1400040442742250470973T

Purchased by GARG REALTECH PVT LTD

Description of Document Article 19 Certificate or other Document

Property Description Not Applicable

Consideration Price (Rs.)

First Party GARG REALTECH PVT LTD

Second Party Not Applicable

Stamp Duty Paid By GARG REALTECH PVT LTD

Stamp Duty Amount(Rs.) 1,000
(One Thousand only)



सरकारी दस्तावेज

विनाशक
सदाचार
संस्थान

LOCKED BY

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मोदीनगर

४४२१२१

R.K. Kansal
Director

B. Binaural

For Garg Realtech Pvt. Ltd.

R.K. Kansal
Director

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Caution Alert:

The authenticity of this stamp on certificate should be verified at www.shcilestamp.com or using e-Stamp Module App of Stock Holdings.



2

CONSORTIUM AGREEMENT

This CONSORTIUM/DEVELOPMENT AGREEMENT (hereinafter referred to as "Agreement") is entered at Ghaziabad on this 12th Day of November 2021

BETWEEN

GARG REALTECH PRIVATE LIMITED CIN NO. U70109UP2021PTC145843 Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at **B-68, 1st Floor, Near Sanjay Geeta School, Lohia Nagar, Ghaziabad (U.P.)-201001**, through its Director **Shri Ravindra Kumar Garg S/o Late Shri Jagdish Prasad Garg**, duly authorized vide resolution Dated **09-11-2021**, 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").

Ravindra Garg - 800976492944
AND

CONSORTIUM MEMBERS DETAILS

1. Shri Mahesh Chand, 2. Shri Amrish Kumar & 3. Shri Satish Chand S/o Shri Harnand 4. Pravin Tyagi S/o Shri Omkar Singh 5. Smt. Omwati W/o Shri Omkar Singh R/o Village Sihani, Pargana Loni, Tehsil & Distt. Ghaziabad (U.P.) 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

*Mahesh Tyagi - 969966875783 / Amrish - 95291786104
Satish - 656481352599 / Pravin - 532737640827 /
Omwati - 376442827635*

महेश त्यागी

अमृश कुमार



रविंद्र कुमार गर्ग

For Garg Realtech Pvt. Ltd.

Ravindra Kumar Garg

भागीदारी वित्तख

सं: 4

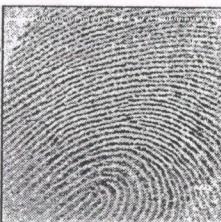
रजिस्ट्रेशन सं: 4478

वर्ष: 2021

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

गर्ग रियलटेक प्राइवेट लिमिटेड द्वारा
न्द कुमार गर्ग अधिकृत पदाधिकारी/ प्रतिनिधि,
श्री जगदीश प्रसाद गर्ग
वसाय: अन्य
पारी: बी 229 लोहिया नगर जिला गाजियाबाद





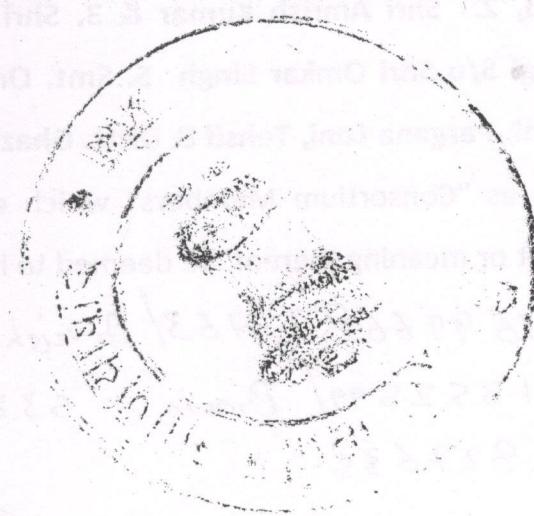
रविन्द्र कुमार गर्ग अधिकृत पदाधिकारी/
प्रतिनिधि

गर्ग रियलटेक प्राइवेट लिमिटेड द्वारा
ह लेखपत्र इस कार्यालय में दिनांक 12/11/2021 एवं 01:22:28
बजे
धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नविन कुमार एस०
उप निबंधक : सदर द्वितीय
गाजियाबाद
12/11/2021
विनोद कुमार -
निबंधक लिपिक

प्रिंट करें



legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

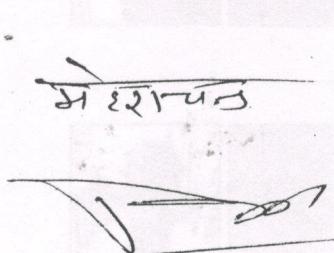
The Lead Member and the Consortium Members are hereinafter collectively referred as "Parties" and individually as "Party"

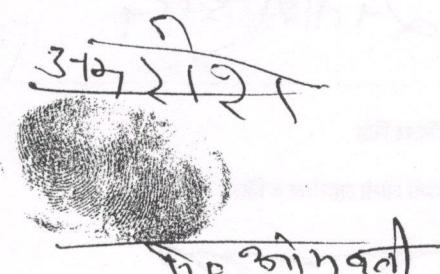
WHEREAS

- A. The Consortium Member and the lead member will work on the "Said Project" situated in Village Noor Nagar Rajnagar Extension, Ghaziabad Uttar Pradesh.
- B. The Consortium Member intend to develop a Hotel Project on the Said Land (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:

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

1. Definitions and interpretations:-




31272127
R.K. Garg

For Garg Realtech Pvt. Ltd.
R.K. Garg
Director

बही सं: 4

रजिस्ट्रेशन सं: 4478

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझाने मजमुन व प्राप्त धनराशि र प्रलेखानुसार उक्त

भागीदार: 1

श्री गर्ग रियलटेक प्राइवेट लिमिटेड के द्वारा रविन्द्र कुमार गर्ग, पुत्र श्री जगदीश प्रसाद गर्ग



निवासी: बी 229 लोहिया नगर जिला गाजियाबाद

व्यवसाय: अन्य

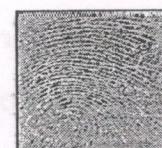
भागीदार: 2

श्री महेश चन्द, पुत्र श्री हरनन्द

निवासी: ग्राम सिंहानी परगना लोनी तहसील व जिला गाजियाबाद

व्यवसाय: अन्य

भागीदार: 3



श्री अमरीश कुमार, पुत्र श्री हरनन्द

निवासी: ग्राम सिंहानी परगना लोनी तहसील व जिला गाजियाबाद

व्यवसाय: अन्य

भागीदार: 4



श्री सतीश चन्द, पुत्र श्री हरनन्द

निवासी: ग्राम सिंहानी परगना लोनी तहसील व जिला गाजियाबाद

व्यवसाय: अन्य

भागीदार: 5



श्री प्रदीप त्यागी, पुत्र श्री औंकार सिंह

निवासी: ग्राम सिंहानी परगना लोनी तहसील व जिला गाजियाबाद

व्यवसाय: अन्य

भागीदार: 6



श्रीमती ओमवती, पत्नी श्री औंकार सिंह

निवासी: ग्राम सिंहानी परगना लोनी तहसील व जिला गाजियाबाद

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री साहिल गर्ग, पुत्र श्री रविन्द्र कुमार गर्ग

निवासी: बी 229 लोहिया नगर जिला गाजियाबाद



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 12-11-2021. The Principal place of Business of the Consortium shall be Village Noor Nagar, Rajnagar Extension, Ghaziabad Uttar Pradesh

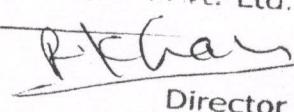
3. LEAD MEMBER:

Consortium Members have mutually decided to appoint **GARG REALTECH PRIVATE LIMITED CIN NO. U70109UP2021PTC145843** Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at **B-68, 1st Floor, Near Sanjay Geeta School, Lohia Nagar, Ghaziabad (U.P.)-201001** as a Private Developer and as a Lead Member.

4. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

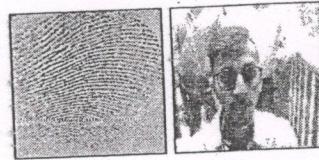
- The purpose of this Agreement is including but not limited to specify the responsibilities of the Parties towards the execution of the Project including land assembly, preparation of detailed project report, securing of clearances, execution of development works maintenance of services and management and disposal of properties and to set out further rights and for submitting the layout plan to concern the development authority / other authorities RERA (Real Estate Regulatory Authority) and getting other approval NOC from the various Govt. Deptt. for development of Scheme/project in the state of Uttar Pradesh and

For Garg Realtech Pvt. Ltd.


Director



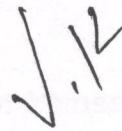
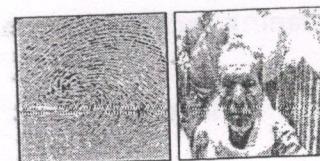
पहचानकर्ता : 2



श्री विजय, पुत्र श्री बाबू

निवासी: न्यू विकास नगर लोनी जिला गाजियाबाद

द्यवसाय: अन्य

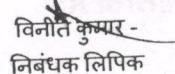



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नवनिकुमार एस०

उप निबंधक: सदर द्वितीय

गाजियाबाद

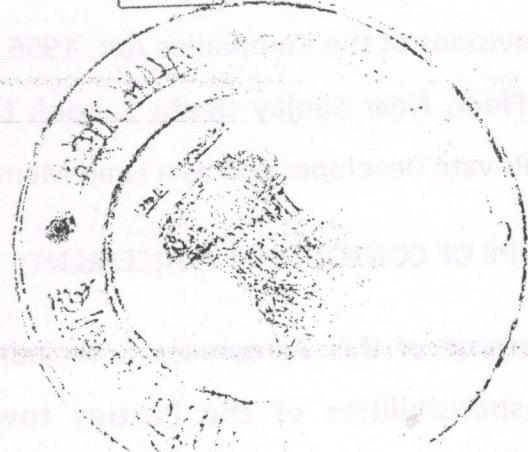


विनीत कुमार -
निबंधक लिपिक

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

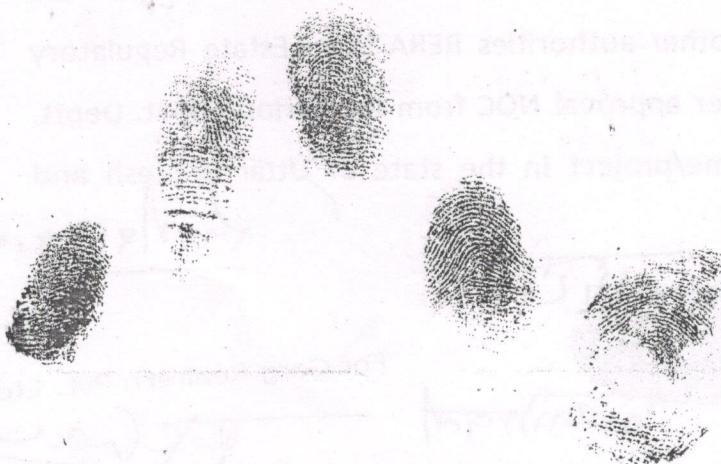
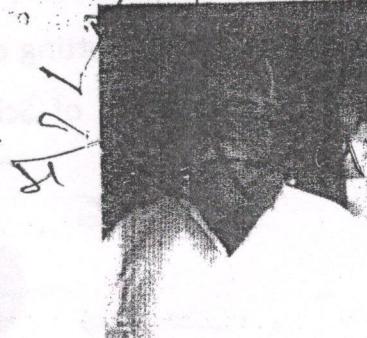
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ओमदत्त शर्मा

रसतालेज लेखक



obligation of the Parties supplementing but not conflicting with those present in this Agreement.

- The Lead Member shall be authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities to 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.



For Garg Realtech Pvt. Ltd.

R. K. Garg

G. K. Garg

R. K. Garg
Director

- The Parties shall use reasonable efforts to perform and fulfill promptly, actively and on time, all of its obligations under this Agreement.

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

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.

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

21/21/05

3-12-2012

Rekha

YD



Go ahead

For Garg Realtech Pvt. Ltd.

R.K. Garg
Director

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.

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 the books of account of the consortium shall be closed every year on 31st day of March.

10. Confidentiality:-

Each party acknowledges that it 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 no 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.

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b. simac

For Garg Realtech Pvt. Ltd

Director

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.

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.

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

S. S. S. S. S.


3-12-2015

S. S. S. S. S.

For Garg Realtech Pvt. Ltd.


Director

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

14. FORCE MAJEURE:

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.

15. Dispute Resolution:-

All the arising out of or in connection with this agreement which are not settled amicable 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,

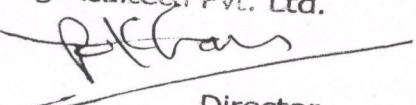
31/2/2017

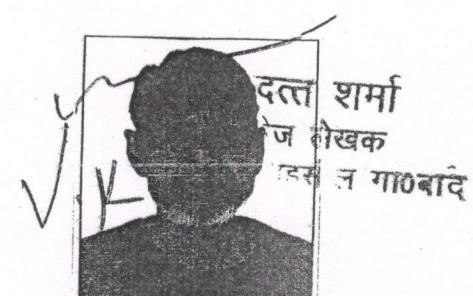
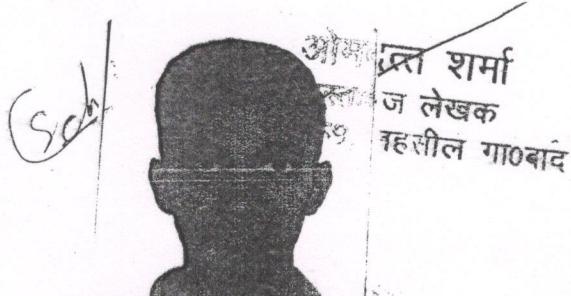
31/2/2017

31/2/2017

गोपनीय
दत्त शर्मा

For Garg Realtech Pvt. Ltd.


Director

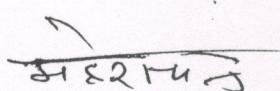


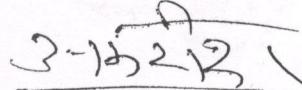
16. WAIVER

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.

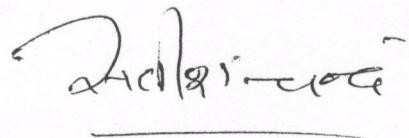
IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN:-

First Party

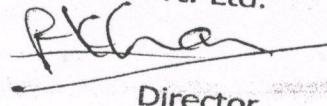



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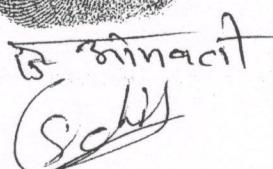
Second Parties



For Garg Realtech Pvt. Ltd.


Director

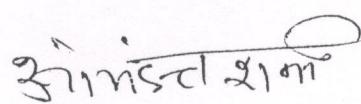


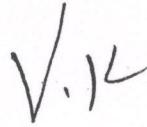

B. Garg
S. Garg

Witness - ① Sunit Garg S/o Ravinder Kumar
R.C. → B-229, LOHIA NAGAR CRZ
Address → 3844 6015 5267 Garg

② VIJAY S/o BABU

R.C. → New Vikas Nagar, Loni
Address → 7489 32670894




V.I.K

ओमदत्त शर्मा
दस्तावेज लेखक
घै० नं०-६९, तहसील गाठबाद

आदेदन सं: 202100739130588

ठहरी संख्या 4 जिल्द संख्या 1137 के पृष्ठ 261 से 286 तक क्रमांक 4478 पर दिनाँक
12/11/2021 को रजिस्ट्रीकृत किया गया।

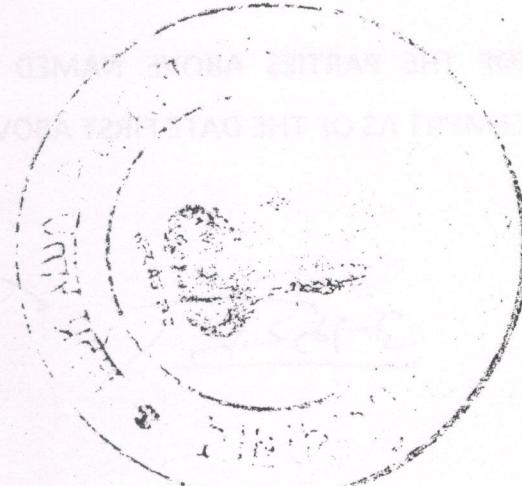
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Nal

शर्मा नविनकुमार एस०
उप निबंधक : सदर द्वितीय

गाजियाबाद

12/11/2021



प्रिंट करें