

प्रत्युत्कर्ता अथवा प्राप्ति द्वारा रखा जाने वाला

उपतिक्तक सार प्रथम गाजियाबाद कम 2023136013399

कॉपेन संख्या : 202300739038553

विषय का प्रार्थना पत्र समुचित करने का दिनांक 2023-05-19 00:00:00

प्रत्युत्कर्ता या प्राप्ति का नाम सार प्रथम अग्रवाल

विषय का प्रकार अनुबंध विनिर्देश/कोषण पत्र

इतिहास की धनराशि 0 / 0.00

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिनिधित्व शुल्क 100

3. निरीक्षण का तलाश शुल्क

4. कुलपत्र के अधिपत्रकारी करण लिए शुल्क

5. बनीक्षण शुल्क

6. निविदा

7. पारिक मया

1 से 6 तक का योग 200

शुल्क समुचित करने का दिनांक 2023-05-19 00:00:00

दिनांक अथवा लेख प्रतिनिधि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-05-19 00:00:00

रजिस्ट्रीकरण अधिकारी के द्वारा

सब रजिस्ट्रार प्रथम
गाजियाबाद



INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

SUMIT BANSAL
LICENCE NO. 351
TEHSIL, GHAZIABAD
LUV GUPTA
ADVOCATE

14 TEHSIL COMPOUND GHAZIABAD (U.P.)
(M) 9718239239, 9810345181

Certificate No. : IN-UP11741477748276V
Certificate Issued Date : 18-May-2023 05:40 PM
Account Reference : NEWIMPACC (SV)/ up14070604/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1407060417977265001102V
Purchased by : MESSERS FASTECH DEVELOPERS LLP
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : DEEPAK GARG AND AKSHAY GARG
Second Party : MESSERS FASTECH DEVELOPERS LLP
Stamp Duty Paid By : MESSERS FASTECH DEVELOPERS LLP
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)

सत्यमेव जयते

Verified By

R.C.

S.R.O.-I, Ghaziabad

Locked By

Sub-Registrar

Sadar-Ist, Ghaziabad

₹1,000



Please write or type below this line

IN-UP11741477748276V

Ashar

For FASTECH DEVELOPERS LLP

Dear Sir,

Authorised Signatory

JD 0020116265

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.aholstamp.com or using e-Stamp Mobile App of Stock Holding.
- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

SHCIL



CONSORTIUM AGREEMENT

This **CONSORTIUM AGREEMENT** ("Agreement") is made at Ghaziabad on this 19th day of May 2023 by and between;

(1) **Shri. Deepak Garg** (AADHAR NO : 5968-0305-7779 & PAN : ACEPG1814A) son of Late Krishan Swarup Garg R/o 128, Model Town (East), Ghaziabad and (2) **Shri. Akshay Garg** (AADHAR NO : 2178-1339-6822 & PAN: ACZPG4144L) son of Late Krishan Swarup Garg R/o 128, Model Town (East), Ghaziabad hereinafter referred to as "**FIRST PARTY**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the **FIRST PART**.

AND

M/s. FASTECH DEVELOPERS LLP, (PAN : AAIFF2351D) a LLP incorporated under the Limited Liability Act, and having its registered office at 9th floor, A-153, Sector-136, Noida represented by its Designated Partner and authorized Signatory **Shri. Satya Prakash Agrawal** (AADHAR NO: 4208-8590-1069) S/o Shri Ram Kumar, R/o A-012, Ashiana Orchid, Gamma-2, Greater Noida, U.P duly authorized vide board resolution dated **01/05/2023**, hereinafter referred to as the "**Lead Member**" and/or **SECOND PARTY**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the **SECOND PART**.

The expression of the terms **FIRST PARTY/First Part** and **SECOND PARTY/Second Part** wherever they occur in the body of this agreement shall mean and include them, their legal heirs, successors, legal representatives, executors, administrators, nominees and assignees. The **FIRST PARTY** and the **SECOND PARTY** shall hereinafter be collectively referred to as "**PARTIES**" whenever they occurred in the body of this agreement.

Deepak Garg

Akshay

For **FASTECH DEVELOPERS LLP**
Satya Prakash Agrawal
Authorized Signatory

आवेदन सं०: 202300739038553

अनुबंध विलेख/घोषणा पत्र

वही सं०: 4

रजिस्ट्रेशन सं०: 226

वर्ष: 2023

प्रतिफल: 0 स्टाम्प शुल्क - 1000 बाजरी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 100 योग: 200

श्री मेसर्स फास्टेक डेवेलपर्स एतएलपी द्वारा
सत्य प्रकाश अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राम कुमार
व्यवसाय: अन्य
निवासी: ए-012 आशिमना ओर्विड गामा-2 ग्रेटर नोएडा उत्तर प्रदेश



श्री. मेसर्स फास्टेक डेवेलपर्स एतएलपी द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 19/05/2023
एवं 03:19:47 PM बजे
निबंधन हेतु पेश किया।

सत्य प्रकाश अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रमेश चंद
उप निबंधक : सदर प्रथम
गाजियाबाद
19/05/2023

भीम, रतन
निबंधक लिपिक
19/05/2023

प्रिंट करें



WHEREAS the FIRST PARTY/First Part and the SECOND PARTY/Second Part are signing this consortium agreement in reference to the immovable property Number Eighty, situated at Kallupura, Village Bhonja, Nehru Nagar, Ghaziabad – 201001, having an area admeasuring 4102 sq.mtrs., hereinafter referred to as 'Subject Land'.

AND WHEREAS the First Part and the Second Part have mutually agreed to collaborate on the development / construction of the said property.

AND WHEREAS the SECOND PARTY shall develop the Subject Land at its sole cost by constructing thereon the Project FSI Area, other Area and other structures, buildings, recreational areas, open spaces, parking spaces, landscaping, developments etc. permitted or compulsory in accordance with the Sanctioned Plan, dated 20th March 2023 vide file no. GDA/BP/21-22/1487 approved from the GDA, hereinafter referred to as "PROJECT".

AND WHEREAS the SECOND PARTY is engaged in the business of promotion, development and construction of real estate and are well established in this business.



For FASTECH DEVELOPERS LLP

Authorised Signatory

AND WHEREAS the FIRST PARTY and the SECOND PARTY agree to develop, construct and build a **Commercial building with a Multiplex Cinema Hall of a minimum 300 seats** on the said property, hence this Consortium Agreement mutually entered and executed between the said FIRST PARTY and the SECOND PARTY being the Parties of the First Part and the Second Part of this Consortium Agreement on the terms and conditions contained herein.

AND WHEREAS The Parties have entered into this Consortium Agreement relying upon each other's representations, warranties and assurances as set forth in this Agreement. The FIRST PARTY and the SECOND PARTY shall comply with their respective responsibilities and obligations as specified in this Agreement. Possession of the Subject Land for the purposes of development rights as described in this Agreement, has been handed over by the FIRST PARTY to the SECOND PARTY on 1st April 2023.

The FIRST PARTY further agree that from 1st April 2023, the SECOND PARTY shall be entitled to enter upon the Subject Land directly or through its associates, agents, architects, consultants, authorized representatives or person and/or contractors, sub-contractors, petty contractors etc. to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project on the Subject Land.

The Parties agree and confirm that, notwithstanding anything contained in this Agreement, any risks and liabilities that arise out of the Project due to a default by the SECOND PARTY of its obligations, warranties and covenants under this Agreement [except the risks and liabilities that arise out of or that are associated to Title Risk breach of any other representations, obligations, covenant of the FIRST PARTY (as the case may be)] shall be entirely borne by the SECOND PARTY. The engagement of third party(ies) or construction contractors or any person, in relation to any part of the Development, shall in no way limit, or relieve the SECOND PARTY of its obligations or liabilities under this Agreement.

Devi Singh *Ashish*

For FASTECH DEVELOPERS LLP

[Signature]
Authorised Signatory



वही सं०: 4

रजिस्ट्रेशन सं०: 226

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
प्रथम पक्ष: 1

श्री दीपक गर्ग, पुत्र श्री कृष्ण स्वरूप गर्ग

निवासी: 128 मॉडल टाउन ईस्ट गाज़ियाबाद

व्यवसाय: अन्य

प्रथम पक्ष: 2



श्री अक्षय गर्ग, पुत्र श्री कृष्ण स्वरूप गर्ग

निवासी: 128 मॉडल टाउन ईस्ट गाज़ियाबाद

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री मेसर्स फास्टेक डेवलपर्स एलएलपी के द्वारा सत्य प्रकाश
अग्रवाल, पुत्र श्री राम कुमार

निवासी: ए-012 आशियना ओर्चिड गामा-2 ग्रेटर नोएडा उत्तर
प्रदेश

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1



श्री रिजुल गर्ग, पुत्र श्री दीपक गर्ग

निवासी: 128 मॉडल टाउन ईस्ट गाज़ियाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री दीपक अग्रवाल, पुत्र श्री अनिल अग्रवाल

निवासी: धुक्ता नन्द ग्राम गाज़ियाबाद

व्यवसाय: अन्य

ने की। प्रत्यक्ष भद्र साक्षियों के निशान अंगूठे नियमानुसार
दिया गया है।

रिजिस्ट्रार

उत्तर प्रदेश



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रमेश चन्द

उप निबंधक: सदर प्रथम

गाज़ियाबाद

19/05/2023

भीम, रतन

निबंधक लिपिक गाज़ियाबाद

19/05/2023



The FIRST PARTY shall indemnify, keep indemnified, defend and hold harmless the SECOND PARTY and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of the FIRST PARTY as contained in this Agreement; (ii) any breach of or non-compliance with any covenant or any other term of this Agreement.

Any impediment on the Subject Land and the Development Rights vesting in favour of the Second Party on account of any Title Risk, shall be resolved by the FIRST PARTY at their own costs and expenses.

AND WHEREAS the Development and Construction rights shall be exclusively with the SECOND PARTY. The Marketing and Selling shall be done by the SECOND PARTY with the mutual consent of the FIRST PARTY.

AND WHEREAS the FIRST PARTY have agreed to enter into this Consortium Agreement with the SECOND PARTY for the construction of his/her/their property number Eighty, situated in Khasra Number Nine hundred seventy one, Nine hundred seventy two, Nine hundred seventy three, and Part of Khasra number Nine hundred seventy four and Part of Khasra Number Nine hundred seventy five of Kallupura, Village Bhonja, Nehru Nagar, Ghaziabad, having an area admeasuring 4102 sq.mtrs. to be built by the SECOND PARTY at the "sole" cost of the SECOND PARTY.

AND WHEREAS the SECOND PARTY has agreed to develop and construct Commercial building with a Multiplex Cinema Hall as per sanctioned plan dated 20th March 2023 vide file no. GDA/BP/21-22/1487 approved from the GDA and as per rules, regulations, bye-laws and norms of concerned authorities, at the cost and expenses of the SECOND PARTY.

AND WHEREAS all the taxes (i.e. House Tax, Income Tax, Wealth Tax) claims, levies, damages, penalties, telephone, electricity and water bills, ground rent, lease money, dues and demands of the GDA or any other competent authority pertaining to the period up to 31.03.2023 shall be paid and borne solely by the FIRST PARTY owner of the Subject Land. However, the House Tax with effect from 01.04.2023 shall be jointly borne by both the Parties in equal proportion.

Anshu

Deeraj

Page | 5

For FASTECH DEVELOPERS LLP



Authorised Signatory



Any dues pertaining to the Subject Land shall remain the liability of the FIRST PARTY.

And WHEREAS commencing from the date of the handover of the Subject Land by the FIRST PARTY to the SECOND PARTY up to the receipt of Completion Certificate and all clearances from other relevant authorities, which may be required for the Project shall be the sole responsibility of the SECOND PARTY. The fees, cost and expenses related to the Sanction of Building Plans till obtaining Completion Certificate and any other clearances from relevant authorities, which may be required shall be solely borne by the SECOND PARTY.

AND WHEREAS the SECOND PARTY has got the plan sanctioned in the name of the FIRST PARTY at its own costs from the GDA and other competent authorities. The FIRST PARTY has agreed to sign all the relevant documents and to appear in person wherever and whenever necessary and also deliver all relevant documents of the said property as and when required.

AND WHEREAS the SECOND PARTY shall arrange the finance for the construction of the entire building either from its own source or by way of prior booking of its proposed portion in the Project to the subsequent buyer(s) with the mutual consent of the FIRST PARTY.

AND WHEREAS the FIRST PARTY has handed over the vacant and physical possession of the above said property to the SECOND PARTY on 1st April 2023, "solely for the purpose of carrying out the construction and development over the Subject Land."

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

1. That the FIRST PARTY will deliver the photo copies of the original title documents pertaining to the above Subject Land to the SECOND PARTY. The FIRST PARTY further undertakes to produce the original documents whenever required by the SECOND PARTY.

  For **FASTECH DEVELOPERS LLP**
 **Authorised Signatory**



2. That the FIRST PARTY shall not obstruct, stop, prevent etc. in any manner whatsoever, the construction of the Project by the SECOND PARTY, albeit in case of any breach of any of the terms and conditions of this Consortium Agreement. However, the FIRST PARTY shall have access to the construction site for inspection at all times.

3. That the SECOND PARTY shall construct the building with superior quality material, the scope of work of the second party is fully as per the mutual understanding of the both the parties, hereinafter. However, the Interior work of Shops, Showrooms, Commercial Hall, Restaurants, Cinema Hall, Food Court, etc., will not be in the scope of the SECOND PARTY. In case any such Interior work is required to be done, for the purpose of Lease, the same shall be done with the mutual consent of the FIRST PARTY and the SECOND PARTY and the cost shall be borne jointly by both the Parties in equal proportion.

That the SECOND PARTY shall obtain at its sole cost the NOCs/Permissions/Sanctions/ Licences including but not limited to Fire NOC, Pollution NOC, Completion Certificate, etc.

4. In consideration of the grant of the Development Rights by the FIRST PARTY to the SECOND PARTY and confirmation of the same by the FIRST PARTY, and the SECOND PARTY undertaking the Project under the terms of this Consortium Agreement, it has been agreed between the Parties that the Gross Sales Revenue and any other charges/collection generated from the Saleable Area in the Project shall be shared between the FIRST PARTY and the SECOND PARTY will be benefited equally.



For FASTECH DEVELOPERS LLP



Authorised Signatory

It is agreed that after obtaining Completion Certificate, if any inventory out of the Saleable Area in the Project remains unsold, the same shall be distributed between the FIRST PARTY and the SECOND PARTY with mutual consent in their respective share ratio after the financial settlement between both Parties. Subsequently, the SECOND PARTY shall be entitled to dispose of such share/portion of the property by way of sale, lease or otherwise to anyone. The SECOND PARTY can receive and accept the earnest money, part payment and consideration amount from the prospective buyer(s) of the portions falling in its share in whole or in Parts, by way of cheques, drafts, pay orders etc. in its own name. The FIRST PARTY will execute the Sale Deed in favour of the prospective buyers of the SECOND PARTY.

5. That the FIRST PARTY has assigned rights for sale of built-up area to the SECOND PARTY from the date of signing of the said Consortium Agreement. The FIRST PARTY will execute proper transfer and Sale Deed in favour of prospective buyers.

The FIRST PARTY agree and undertake to execute and sign sale deed / conveyance deed, and related documents, with the SECOND PARTY as confirming Party, after the receipt of Completion Certificate, as and when required by the SECOND PARTY for conveying the units in favour of the intending purchaser or prospective buyers.

6. That the "RERA" registration shall be obtained in the name of FIRST PARTY and SECOND PARTY jointly. The entire cost of the registration shall be borne by the SECOND PARTY and the process of such registration shall be undertaken by the SECOND PARTY. The FIRST PARTY shall be required to sign, execute and cooperate with the SECOND PARTY as and when required. In case the SECOND PARTY is not able to develop the project within the stipulated period, as granted by Real Estate (Regulation and Development) Authority Uttar Pradesh, in such a case the SECOND PARTY shall apply with RERA for the extension of the time period of construction of the Project, and obtain the extension of Registration of the Project from Real Estate Regulation Authority at its own cost, and the FIRST PARTY shall not have any objection in this regard. The FIRST PARTY shall support the SECOND PARTY and Sign & Execute the documents required for applying with RERA for time extension of the Project.

Reekyasing

Anshu

For FASTECH DEVELOPERS LLP

[Signature]
Authorised Signatory

The Parties shall open the following Bank Accounts with a Scheduled Bank situated in Uttar Pradesh as per the requirement of The Real Estate (Regulation and Development) Act, 2016. The Uttar Pradesh Real Estate (Regulation and Development) Rules 2016 followed by Real Estate Project Maintenance and Operation of Separate Bank Account Revised Directions, 2020

"Collection Account of the Project": The Parties shall open a Collection Account of the project, before registration of project with Uttar Pradesh Real Estate Regulation Authority. The Parties shall give standing instructions to the bank for auto-transfer of not less than seventy percent of the amount, excluding GST, collected from the allottees / buyers / purchasers from this account to the "Separate Bank Account of the project, and not more than thirty percent of the collected amount to the "Transaction Account of the Project".

"Separate Account of the Project": The Parties shall maintain this account separately. Seventy percent (70%) of the amount collected from the allottee(s) / customers / purchasers of the project, from time to time, shall be deposited in this account. Amount deposited in this account shall be spent on construction and land cost of the project. The land cost also includes the charges incurred to obtain the approval of the competent authority. Parties shall not withdraw the amounts from this account without the three certificates, i.e. Engineer's Certificate, Architect's Certificate & Chartered Accountant's Certificate.

"Transaction Account of the Project": The amount not more than thirty percent (30%) of the total amount received from the allottees of the project, from time to time, excluding the GST, will be deposited in this account. The Parties shall use this account for meeting expenses other than directly related to the construction and development of the project. All the payments on account of the advertisement marketing, brokerage, commission, administrative expenses, etc., shall be met from this account only.

All the aforementioned Bank Accounts shall be operated jointly by both the Parties.





7. All documents required towards sale, booking, allotment, transfer, advance, allocation, leasing, cancellation etc. of the Saleable Area/ Shops/Showrooms/Multiplex/Banquet Halls/Food Kiosk/Units, etc., in the Project to be executed with the allottee(s) / customers / purchasers, including the allotment letters, unit buyer agreements, etc., shall be signed and executed by the SECOND PARTY for themselves and on behalf of the FIRST PARTY as their duly authorized signatory, and in the format containing such terms and conditions as mutually agreed by both the Parties. The FIRST PARTY will execute the proper transfer Documents/Sale Deed.

The SECOND PARTY shall remain authorized to sign all the documents mentioned in this clause till such time as may be required for the SECOND PARTY to perform its obligations under this Agreement and receive benefits and entitlements under this Agreement and the FIRST PARTY shall keep the same in full force and effect during the subsistence of this Agreement. The sale deed will be executed by the FIRST PARTY directly in the name of the buyer/allottee for the share of both the Parties.

8. The FIRST PARTY shall have no objections, if the allottee(s) / customers / purchasers avail the loan / finance facility against the booked/allotted unit from any bank/financial institution. The Parties shall provide all the required documents/information to the allottee(s) / customers / purchasers as well as to the Bank/ Financial Institution required for obtaining the loan /finance facility.

9. All decisions regarding the marketing, branding, pricing, sales, commission, marketing expenditure etc. shall be taken by both the Parties with mutual consent. Each Party shall bear the expenditure in proportionate to its share. If the Parties are not agreeable with each other regarding the marketing, branding, pricing, sales, commission, marketing expenditure, etc., in such case the Parties shall be free to take decisions pertaining to their respective share.




For FASTECH DEVELOPERS LLP

Authorised Signatory

10. The Parties agree that the Saleable Area or Part thereof can also be leased out, with mutual consent of the Parties, The Parties shall discuss with each other while deciding the lease rent/ price / rate and lease out the Saleable Area or Part thereof with mutual consent and both the Parties will realise the rent in equal ratio from the Tenant.

11. The Parties agree that after the completion of the Project and till the handover of Project to the Unit Welfare Association, as and when formed, Parties with mutual consent can lease out the portion/part of the project for the installation of Kiosk/ATM/Advertisement, etc., as per the rules of the concerned authorities. The Revenue generated from Kiosk/ATM/Advertisement or any other source will be shared by the Parties in equal ratio.

12. That after the completion of project but till handover of project to the Unit Welfare Association, the Parties shall maintain the project themselves or appoint the Maintenance Agency for maintenance and general upkeep of the Project. If any expenses are incurred during such period the Parties shall bear the same in equal ratio as decided earlier for revenue sharing.

The maintenance charges received from the unit holders/allottee/occupants will be shared in equally between both the Parties, after payment of all the expenses regarding maintenance of the project.

13. The FIRST PARTY and the SECOND PARTY have agreed to name and promote the Project as "**Vasant Square**".

14. The Parties hereto agree that the FIRST PARTY' and SECOND PARTY' contact details (address, phone numbers etc.) would appear on all marketing/advertisement and selling materials

15. The Parties agree that in order for the SECOND PARTY to effectively exercise the Construction and Development Rights under this Agreement and for the successful Completion of the Project, the Parties with mutual consent shall decide the price of the entire Saleable Area of the Project, and decide all aspects connected with it including the payment plans, schedules and timelines.

  
For FASTENH DEVELOPERS LLP
Authorized Signatory

16. The SECOND PARTY shall complete the Project in all respects within a period of 48 (FortyEight) months from the date of registration of project with RERA (such period being referred to as the "Project Completion End Date"). For the purpose of this Clause, the Project shall be deemed to be completed when the Completion Certificate is applied for with the Ghaziabad Development Authority, if any objections are raised by the Authority shall be rectified as per the bylaws as on date.

16.1 It is agreed that the following shall be excluded while computing the Project Completion End Date:

- (a) On occurrence of a Title Risk or default by the FIRST PARTY of any terms and conditions of this Agreement, and where such event leads to complete or Partial disruption of implementation of the SECOND PARTY obligations, entitlements and rights herein, then the actual time lost for construction for such area on which the construction has been disrupted shall be excluded; and
- (b) Actual delay caused due to any Force Majeure event.
- (c) Any hazardous, dangerous, perilous, unsafe chemical substance/ material, which is found under the natural ground of the Subject Land which endangers the health and safety of the general public and/or obstructs construction / development of the Project;
- (d) Any change in Applicable Laws which leads to complete or Partial disruption of implementation of the SECOND PARTY obligations, entitlements and rights herein, then the actual time lost for construction for such area on which the construction has been disrupted shall be excluded.
- (e) Actual delay caused because of any order/directive passed by any Court of Law/tribunal/ Governmental Authorities, National Green Tribunal, Environmental Board/ (for reasons other than default by the SECOND PARTY of any term and condition of this Agreement or any Applicable Law);
- (f) Any Endemic or any other force majeure event which is out of the control of the FIRST PARTY / the SECOND PARTY.

  For FASTECH DEVELOPERS LLP
 Authorised Signatory

17. That any additional compounding by Ghaziabad Development Authority, shall be solely paid for by the SECOND PARTY
18. That if any loss, damage or harm occurs to the adjoining properties, neighbours, the SECOND PARTY shall be solely responsible for all the costs and consequences.

The SECOND PARTY shall take care of all the compliances in relation to the safety and labour matters pertaining to the construction / development of the Project. In case of any mishap or accident in the said Project, the SECOND PARTY shall be solely responsible for all the cost and consequences of the same, under any 'Act' in force. The SECOND PARTY shall keep the FIRST PARTY indemnified with respect to all civil and criminal proceedings pertaining to such mishap / accident. The SECOND PARTY agrees to fully compensate the FIRST PARTY in case an adverse order is passed or any compensation is ordered to be paid by the FIRST PARTY by any Court, Judicial Authority or any other Competent Authority in such matter.

19. The SECOND PARTY agrees to comply with the conditions laid down in Sanctioned Building Plans and all other Approvals to be obtained from the Governmental Authorities.
20. That the FIRST PARTY and the SECOND PARTY undertake not to do any act, which may in any manner contravene the terms and conditions of this "Consortium Agreement".
21. The SECOND PARTY shall be responsible to file all applications / undertakings / Agreements and submit all affidavits which may be required to obtain Statutory Approvals. It is agreed that the SECOND PARTY shall prepare/ draft the same and provide to the FIRST PARTY for their Signatures. The SECOND PARTY shall provide such applications, undertakings, Agreements, affidavits etc. within reasonable time, to be signed by the FIRST PARTY. The FIRST PARTY agree and undertake to sign such documents, and be present before the Relevant Authorities as and when required.
22. The Parties shall be responsible to bear their respective liabilities for Direct Taxes and Indirect Taxes, including but not limited to Income Tax, GST etc., as may be applicable and leviable on their shares and entitlements under this Agreement.



For FASTECH DEVELOPERS LLP



Authorised Signatory

23. Both the Parties agree and covenant that at any time after the execution of this agreement and during the subsistence of this Agreement, and except in accordance with the terms hereof, either Party shall not enter into any agreement, commitment, arrangement or understanding with any person(s)/entity which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such persons/entity any right, interest, title, claim or encumbrance in or over or in relation to the Development Rights, the Subject Land or the Project, except as specifically provided under this Agreement.
24. Whilst the construction / development relating Approvals shall be obtained in the name of the FIRST PARTY as they continue to be the Owners of the Subject Land, the statutory costs and charges towards the Approvals are being borne by the SECOND PARTY. Thus, all refunds, if any, of any deposit or other charges as may be received from the Government Authority / Department shall be transferred by the FIRST PARTY to the SECOND PARTY. The FIRST PARTY ensure that the said transfer / refund to the SECOND PARTY is made within 30 (thirty) days of receipt of the said amounts, if any, by the FIRST PARTY from the Government Authorities / Departments.
25. The FIRST PARTY shall cooperate to obtain the electricity connection, water connection and other basic requirements to the Subject Land in order to facilitate the commencement and carrying out of construction activity on the Project. All such connections shall be obtained by the SECOND PARTY at its own cost.
26. Both the Parties shall jointly calculate the Carpet Area of the units / inventory to be sold out of the Saleable Area as per its design and expertise. The SECOND PARTY shall sell the Units / Inventory out of the Saleable Area of the Project on a CarpetArea basis. It is clarified that Units/Inventory to be offered and charged to the Saleable Area Allotees would be on Carpet Area.

Dee R. Singh *Anshu* *For FASTECH DEVELOPERS LLP*
Authorised Signatory

27. The SECOND PARTY represents and warrants to the FIRST PARTY that:

- 27.1.1 There are no prohibitions against the SECOND PARTY from entering into this Agreement as recorded herein under any act or law for the time being in force;
- 27.1.2 It is duly organized validly existing and in good standing, and has all necessary corporate power and authority, and all authorizations, approvals, and permits, and has full power and authority to execute and deliver this Agreement and to consummate development of the property as contemplated by this Agreement.
- 27.1.3 The execution and performance of this Agreement will not violate, conflict with, or result in a breach of or default under the Applicable Law or any of its constitutional Agreements;
- 27.1.4 The SECOND PARTY is a Limited Liability Partnership engaged in real estate development and has the requisite knowledge, skill, experience, infrastructure, technology and manpower to undertake the construction and development of the Project in accordance with Applicable Law and the terms of this Agreement.

28. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by registered post (with acknowledgment due) or by personal delivery addressed to the Party concerned at the address given in the title of this agreement and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery.

29. That this agreement shall not to be deemed to constitute a Partnership between the FIRST PARTY and the SECOND PARTY or an agreement for Sale of the Plot by the FIRST PARTY to the SECOND PARTY, and shall not be deemed to bind the Parties hereto except specifically recorded in this Agreement.





30. This Agreement shall be Governed by, and construed in accordance with, Laws of India.

30.1 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to First resolve such dispute or claim through discussions between senior executives or representatives of the disputing Parties.

If the dispute, controversy or claim as stated above is not resolved through such discussions, then such disputes shall be referred to the Arbitrator for resolution in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. Parties shall appoint a Sole Arbitrator with mutual consultation and will conduct the Arbitration in accordance with the rules for conduct of Arbitration proceedings in force, and applicable to such proceedings. The seat and venue of Arbitration shall be at Ghaziabad. The proceedings shall be undertaken in English.

30.2 Subject as aforesaid, all disputes arising out of this Agreement shall be subject to the exclusive Jurisdiction of the Courts in Ghaziabad.

30.3 The Parties shall be responsible to bear their respective costs and expenses in relation to any arbitration or litigation proceedings.

31. That the registration expenses or other charges if any, for the registration of this Agreement will be borne and paid equally by both the Parties.

32. Force Majeure:

Neither Party will be liable to the other for any delay, non-performance, expense, cost or default of its obligations under this Agreement to the extent that such delay, non-performance or default arises from any act beyond its reasonable control, including without limitation an act of God, governmental act, war, fire, flood, explosion, civil commotion, (a "Force Majeure Event"). For the avoidance of doubt, disputes, go slow / strikes by the employees etc., whose resolution is in the reasonable control of either Party are not Force Majeure Events.




For FASTECH DEVELOPERS LLP
Authorized Signatory

33. Miscellaneous

This Consortium Agreement Is In Addition To Previous Agreement Entered Between The Parties with Respect To Subject Matter Of This Agreement.

IN WITNESSES WHEREOF, the FIRST PARTY and the SECOND PARTY have set their respective hands on this "Memorandum of Consortium Agreement" on the Day, Month and Year First above written, after duly reading and understanding its contents in the presence of the following witnesses.

WITNESSES:-

- 
1. SH. RIUL GARG S/O SH. DEEPAK GARG
R/O 128, MODEL TOWN EAST GHAZIABAD UP


FIRST PARTY


2. DEEPAK AGARWAL S/O SH. ANIL AGARWAL
R/O GHOKNA, NAND GRAM GHAZIABAD UP



SECOND PARTY

For FASTECH DEVELOPERS LLP


Authorised Signatory

DRAFTED BY :-



Drafted by: **LUV GUPTA, ADVOCATE** (Enrolment No. **UP04365/17**),
OFFICE : Chamber no. 14, Tehsil Compound, Gandhi Nagar behind
Navrang Cinema, GT Road GZB.
CONTACT : 9718239239, 9999953289

LUV GUPTA
ADVOCATE

14 TEHSIL COMPOUND GHAZIABAD (U.P.)
(M) 9718239239, 9810345181

आवेदन सं०: 202300739038553

बही संख्या 4 जिल्द संख्या 1930 के पृष्ठ 77 से 108 तक क्रमांक
226 पर दिनांक 19/05/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रमेश चन्द
उप निबंधक : सदर प्रथम
गाजियाबाद
19/05/2023

प्रिंट करें



FASTECH DEVELOPERS LLP

9TH FLOOR, PRIDE CORPORATE PARK, PLOT NO. A-153, SECTOR-136, NOIDA, UP
LLP IDENTIFICATION NO.: ABA-4040

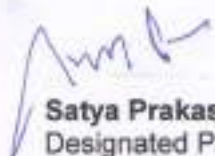
EXTRACTS OF THE MINUTES OF MEETING OF THE PARTNERS OF M/S. FASTECH DEVELOPERS LLP HELD ON MONDAY 01ST MAY, 2023 AT 11:00 A.M. AT REGISTERED OFFICE OF THE FIRM AT 9TH FLOOR, PRIDE CORPORATE PARK, A-153, SECTOR – 136 NOIDA, U.P.

"RESOLVED THAT The consent of the Partners be and is hereby accorded to **sign**, execute and register the Consortium Agreement for the development **and** construction of the VASANT SQUARE , Ghaziabad (High Street retail with multiplex) with Mr. Deepak Garg and Mr. Akshay Garg on terms and conditions as specified in the draft/ agreement, a copy of which has been placed before the meeting."

"FURTHER RESOLVED THAT The consent of the Partners be and is hereby accorded to authorize to Mr. Satya Prakash Agarwal S/o Shri Ram Kumar, R/o A-012, Ashiana Orchid, Gamma-2, Greater Noida, U.P to sign, execute and register Consortium agreement and other documents with the Sub-Registrar Ghaziabad **and** to do all such other acts, deeds and things as may be necessary or incidental thereto, on behalf of the Firm , in respect of the aforesaid matter."

Certified true copy

For FASTECH DEVELOPERS LLP
For Fastech Developers LLP



Partner

Satya Prakash Aggarwal
Designated Partner
DIN: 03576705

For FASTECH DEVELOPERS LLP
For Fastech Developers LLP



Partner

Parul Singhal
Designated Partner
DIN: 02802999
(Authorised Signatory of
M/s. Fastech Projects Pvt. Ltd.)



भारत सरकार
GOVERNMENT OF INDIA



दीपक गर्ग
Deepak Garg
जन्म तिथि / DOB : 28/08/1961
पुरुष / MALE



2178 1339 6822

आधार - आम नादमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY OF INDIA

नाम
जन्मस्थान: कृष्ण स्वरूप गर्ग,
एच.नं. 128, मॉडल टाउन ईस्ट,
गुडगाबाद, गुडगाबाद, उत्तर
प्रदेश, 201001

Address:
S/O: Krishan Swarup Garg,
H.No.128, Model Town East,
Ghazabad, Ghazabad, Uttar
Pradesh, 201001



1347
1000 300 1947

UIDAI

UIDAI

UIDAI

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ACZPG4144L



नाम / NAME
DEEPAK GARG

पिता का नाम / FATHER'S NAME
KRISHAN SWARUP GARG

जन्म तिथि / DATE OF BIRTH
28-08-1961

हस्ताक्षर / SIGNATURE

Deepak Garg

QNA

आयकर अधिकारी, मेरठ
COMMISSIONER OF INCOME TAX, MEERUT

Deep Garg

Deep Garg

भारत सरकार
Government of India

सत्य प्रकाश अग्रवाल
Satiya Prakash Agrawal
जन्म तिथि/DOB: 15/05/1965
पुल्ल: MALE

4208 8590 1069
VID : 9188 7740 4115 6607

मेरा आधार, मेरी पहचान

Handwritten signature in blue ink.

भारतीय डिजिटल सूचना अधिभार
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School, Gurgaon-2 Greater Noida, Rampur
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4208 8590 1069
VID : 9188 7740 4115 6607

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GOVERNMENT OF INDIA



रिजुल गर्ग
Rijuul Garg
जन्म तिथि / DOB: 27/07/1988
पुल्ल / MALE

5827 8980 6308

मेरा आधार, मेरी पहचान

 भारत सरकार
GOVERNMENT OF INDIA

Address:
S/O: Deepak Garg, House
Number -128, Sushila College
Road, Model Town East,
Ghaziabad, Ghaziabad, Uttar
Pradesh - 201001

1800 300 1047

Rijuul Garg



आधार

भारत सरकार

समावेशन क्रम / Enrollment No 1418/10202/02087

10

दीपक अग्रवाल

Deepak Agrawal

S/O: Anil Agrawal

HOUSE NO-810

GHOGKHA MODE SUBHASH NAGAR

Morbi

Ahmednagar District, Gujarat

Uttar Pradesh 201003

8285581913

Ref 2 / 265 / 2745-42807P



SE 980342301



आपका आधार क्रमांक / Your Aadhaar No. :

4078 5650 8367

आधार - आम आदमी का अधिकार



दीपक अग्रवाल

Deepak Agrawal

जन्म तिथि / DOB : 13/01/1993

पुरुष / Male



4078 5650 8367

आधार - आम आदमी का अधिकार

Handwritten signature