



उत्तर प्रदेश UTTAR PRADESH

BS 590089

## CONSORTIUMAGREEMENT

**THIS AGREEMENT** is made at Meerut the 6<sup>th</sup> day of February of the year Two thousand and twenty three,

#### BETWEEN

1. M/s INDUS VALLEY PROMOTERS LTD. (PAN: AAACI2241L). a Company incorporated under the Indian Companies Act 1956) having its registered office at F-6, Lajpat Nagar, Part-III, New Delhi, through its director Mr. Ajay Gupta S/o Shri R. K. Gupta, which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include his representative, successors, executors, wholly owned subsidiaries, administrators and assignee etc.) Party of the First Part.

For Indus Valley Promoters Ltd.

(Director)

For Srishti Propoters (P) Ltd.

- 2. M/s Srishti Promoters (P) Ltd (PAN: AABCS9422J) a registered private limited company) having its registered office at F-6, Lajpat Nagar, Part-III, New Delhi through its director Mr. Ajay Gupta S/o Shri R. K. Gupta, which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include his representative, successors, executors, wholly owned subsidiaries, administrators and assignee etc., hereinafter called the Party of the Second Part.
- 3. Mr. Sanjay Gupta (PAN ADEPG0954E) S/o Late Sh. R.K. Gupta R/o A-2, Shastri Nagar, Meerut, which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include his representative, successors, executors, wholly owned subsidiaries, administrators and assignee etc., hereinafter called the Party of the Third Part.

WHEREAS party of the first, second, and third part are recoded owners of respective lands part of 570M, 574, 575, 577, 578, 579, 580, 708, 709, 710, 711, 712/1, 712/2, 712/3, 713/1,713/2 714, 715, 725m, 726, 727/1, 727/2, 728, 729, 730, 731, 732, 733, 734, 735,736 situated Village Siwaya Jamaullahpur, Parga Daurala, Tehsil Sardhana, District. Meerut

And whereas the above named parties entered and executed this Consortium Agreement and have agreed to develop a residential project/commercial known as "VEDANTA KUNJ-II"

For Indus Valley Promoters Ltd.

Director)

For Stishti Promoters (P) Lid

on the aforesaid land on terms mutually agreed upon and all parties have jointly submitted a layout plan to the Meerut Development Authority, Meerut (herein "MDA") vide no. MDA/LD/2022-23/1385 on the said land.

**NOW THIS DEED WITNESSES** and the parties hereto hereby agree with each other as follows:

- That the principal place of business of the Consortium shall be Village Siwaya Jamaullahpur, Pargana Daurala, Tehsil Sardhana and District Meerut or such other place or places as may be mutually decided by the Parties.
- That the Consortium shall be formed and operated in a exiting company under the name & style of "INDUS VALLEY PROMOTERS LIMITED".
- That this consortium shall be deemed to have come into existence with effect from 20.02.2022.
- 4. That the Consortium Members have mutually decided to appoint First Part as lead member and any new member may be added to the Consortium with the mutual consent of the Parties.
- That for mutual convenience of parties, party of the first part acting for itself and also for parties of the second and

For Indus Valley Promoters Ltd.

(Director)

For Srishti Promoters (P) Lid.

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with an object of development of residential and commercial project in the State of Uttar Pradesh and for submitting the layout plan to the Meerut Development Authority / others Government Authority and getting other approval from the various Govt. Dept. for development of Residential and Commercial projects in the State of Uttar Pradesh.

- That for mutual convenience of parties map for group housing and other constructions has been got approved from Meerut Development Authority.
- 7. That party of the first part shall be authorized to do and complete entire work associated with colonizing, development, marketing or construction of 'Vedanta Kunj-II' project including allotment of plots, houses, flats, shops and commercial hall(s) and other constructions paper work etc., i.e. to receive advance and issue valid receipts, allotment letters, possession letters, any tripartite agreement with any banks/financial institutions and accordingly all the partis shall be bound to jointly, execute conveyance, etc.

That party of the first part shall be free and competent to take loan (s), credit facilities etc. from any banks or other lending institutions for completion of 'Vedanta Kunj-II' project. This may be taken on such terms and conditions as

For Indus Valley Promoters Ltd.

Director)

For Srishti Promoters (P) Ltd.

may be approved or stipulated by such bank(s). In this connection banks and other documents etc. shall be executed by party of first part to the satisfaction of bank(s) and/or other lending institutions.

- That Current or loan or other account(s), representing parties of the first part may be opened in bank(s), as per bank norms and requirement.
- 10. That to secure loan(s) and credit facilities to be availed of by party of the first part on the aforesaid land together with all constructions made and to be made thereon may be mortgaged in favour of bank(s) and other lending institutions by all the parties.
- 11. That all the Tax liability & responsibility of any Government Department i.e. GST, MDA, RERA etc. payable by the First Party. Provided that the parties shall be individually and separately liable for their respective Income Tax liabilities.

That this Consortium shall be valid and enforceable till the sold out of the proposed project

For Indus Valley Promoters Vid.

Director)

For Srishti Promoters ( ) Ald.

IN WITNESS WHEREOF the party of the first part & second part acting through Shri Ajay Gupta Director pursuant to resolution dated 02.01.2023 of the company and party of the third part have executed this agreement on the date, month and year first hereinabove written.

For Indus Valley Promoters Ltd.

Indus Valley Promoters Limitedirector)
Through its Director, Ajay Gupta
(First Part)

For Srishti Promoters (P) LAH.

Srishti Promoters (P) Ltd.

Through its Director, Ajay Gupta

(Second Part)

(Sanjay Gupta)

(Third Part)

Witness:

Photo Attested By Arun Sharma Advocate, Meerut

ARUN S.-IARMA M. dom, LL.B., Advocate 1, Adiwakta Bhawan Victori, Garden, Meerut M.:9837308823, 9897864876 ावेदन सं॰: 202300734009098

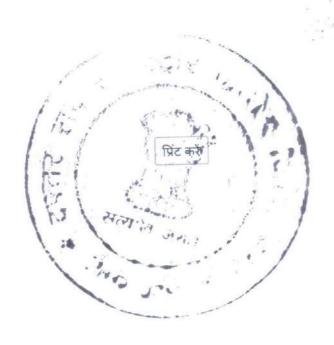
ही संख्या 4 जिल्द संख्या 451 के पृष्ठ 331 से 344 तक क्रमांक 110 पर देनॉक 08/02/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

देवेन्द्र कुमार .

उप निबंधक : सदर द्वितीय

मेरठ 08/02/2023



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# SCHEDULE OF OWNERSHIP LAND

S.N.	Name of Owner	Area (Sq. mts)
1	M/s Indus Valley Promoters Limited	14388
2	M/s Srishti Promoter (P) Ltd.	29362
3	Mr. Sanjay Gupta	150
3	Total Land	43900

For Indus Valley Promoters Lad.

Indus Valley Promoters Limited Through its Director, Ajay Gupta (First Part)

For Srishti Promoters (P)/Ltd.

Srishti Promoters (P) Ltd. Through its Director, Ajay Gupta (Second Part)

(Sanjay Gupta) (Third Part)

Photo Attested By Arun Sharma Advocate, Meerut

om,LL.B., Advocate Adiwakta Bhawan Victoria Garden, Meerut M.:2837308823,9897864876