

27  
2019



उत्तर प्रदेश UTTAR PRADESH

BF 258890

*Puram*

**Consortium AGREEMENT**

This Consortium **AGREEMENT** ('CA') is made and entered into on this 24<sup>th</sup> day of October, 2019,

For Galactic City Private Limited

*Puram*  
Director



For Elegant IT Solutions Pvt. Ltd.

*Abhishek*  
Director



राजकुमार शर्मा (एडवोकेट)  
उत्तर प्रदेश

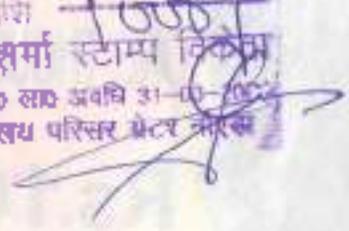


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18 OCT 2019

मं  
कम स स्टांप विक्रय की तिथि  
स्टांप कय करने का प्रयोजन  
स्टांप केता का नाम व पूरा पता  
स्टांप की घन राशि  
सतीश चन्द शर्मा स्टांप विक्रय  
क 0 नो 40/2000 लाठ अवधि 31-03-2019  
व्यवसायिक कार्यालय परिसर ग्रेटर नोएडा

Galactic City Pvt. Ltd  
EC-CY-Noida

1000/-  


1000/-

1000/-

1000/-

1000/-

1000/-



## By and Between

1. Galactic City Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Corporate Office at A-19, Sector – 64, NOIDA, Gautam Buddha Nagar, Uttar Pradesh, PIN - 201301 (PAN No. – AAGCG8599R) (CIN – U70109DL2017PTC318378) Hereinafter referred to as “Lead Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Lead Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Pawan Kumar Jain (AADHAAR No. – 3185 0436 4829) S/o Mr. S.K Jain R/o A-15, New India Apartment, Sector-9, Rohini, Delhi-110085 duly authorized by Board Resolution Dated 03.10.2019 of the Company.;

## And

2. Elegant IT Solutions Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at T- 9, Green Park Extension, New Delhi, PIN – 110027 (PAN No. – AABCE5690G) (CIN- U72300DL2005PTC143095) Hereinafter referred to as “Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Rishabh Jain (AADHAAR No.-7254 7409 3737) S/o Mr. Vinod Kumar Jain R/o B-159, Yojana Vihar, Laxmi Nagar, East Delhi, Delhi-110092 duly authorized by Board Resolution Dated 03.10.2019 of the Company.

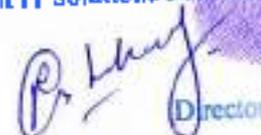
For Galactic City Private Limited



Director



For Elegant IT Solutions Pvt. Ltd.



Director



For Elegant IT Soluti




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**AND**

(The "Lead Member" and the "Member" of this C/A are collectively referred to as Members and individually as Member.)

**NOW THEREFORE, THIS CM WITNESSTH AS UNDER:**

In consideration of the mutual covenant of the members, the sufficiency whereof is hereby acknowledged, the Members have agreed as follows:

**I. DEFINITIONS**

- (A) **Applicant:** shall mean the consortium applicant;
- (B) **Authority(ies):** Means any concerned authority, The Development Authority or The Industrial Area Development Authority, that may/shall grant approvals in connection with the Property and/or the project and/or any transaction contemplated herein as also any government including but not limited to Central Government or Government of Uttar Pradesh, or any entity exercising executive, legislative, judicial, regulatory or administrative function of or pertaining to government or any other government authority including but not limited to New Okhla Industrial Development Authority (NOIDA), Greater NOIDA Industrial Development Authority (GNIDA), other local and public bodies and planning authority.
- (C) **Approval(s):** Means any and all approvals, authorizations, permits, licenses, registrations, permissions, consents, clearances, no-objections certificates required to be obtained including designing, developing, constructing and any clearances and conversions that may be necessary for the project.
- (D) **Apartment:** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means as eparateand self-contained part of any immovable Property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot/land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use an cillary to the purpose specified.

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

  
Director



आवेदन सं० : 2019/10743068443

अनुबंध विलेख घोषणा पत्र

वर्ग सं० : 4

रजिस्ट्रेशन सं० : 2047

वर्ष : 2019

प्रतिफल : (I) स्टाम्प शुल्क - 11000/- (II) वारंशारी मूल्य - (I) पंजीकरण शुल्क - 1000/- (III) प्रतिलिपिकरण शुल्क - 140/- योग : 240/-

श्री एलीगेंट आईटी सोलुशन्स प्रा० लि० द्वारा  
कृष्ण जैन अधिकृत पदाधिकारी प्रतिनिधि  
पुत्र श्री विनोद कुमार जैन  
एच०साय० अत्य  
निवासी: वी 159 योजना विहार लक्ष्मी नगर इस्ट दिल्ली दिल्ली-110092



श्री. एलीगेंट आईटी सोलुशन्स प्रा० लि० द्वारा  
ले यह लेखपत्र इस कार्यालय में दिनांक  
24/10/2019 एव 03:52:53 PM बजे  
निबन्धन हेतु पेश किया।

कृष्ण जैन अधिकृत  
पदाधिकारी प्रतिनिधि



पिट करें

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पूलम सिंह  
उप निबंधक :सदर तृतीय  
गोल्डन बुद्ध नगर  
24/10/2019  
सर्वेश्वर शर्मा  
निबंधक लिपिक

For Details Of Rules Visit

(E) **Brand Name:** Means the name of the project "Galactic City - Cyberhub" as mutually decided by the Members of CA.

(F) **Consortium Agreement:** Shall mean the Consortium Agreement (CA) entered between the Members, including each parties role and responsibility and all schedules and annexures attached to it, all read together and shall include any modification to this CA from time to time in accordance with the terms of this Consortium Agreement (CA) in writing.

(G) **Designs and Drawings:** Shall mean all the plans, manuals, drawings, designs, calculations, samples, models and documents pertaining to the project or in connection with the execution of the project.

(H) **Development:** Shall mean and include the development of the project in accordance with the approvals, applicable laws and terms and conditions of this CA.

(I) **Development Cost:** Shall mean all costs and expenses related to the project including but not limited to :-

- I. **Construction Cost:** Including Cost of Material, Labor, Contractor and all allied works and infrastructure cost, sales gallery etc. Cost of approach roads and allied services on roads like sewer, Water line, Street Lighting etc.
- II. All approval costs.
- III. Consultants cost like Architect and design cost, fees and expenses for consultants.
- IV. All cost and expenses incurred towards the marketing / sales, administrative personnel as per organization structure.
- V. Marketing and Promotion Cost.
- VI. Legal Fees.
- VII. Any other overhead cost along with applicable taxes relating to the project.

For Galactic City Private Limited



Director

21



For Elegant IT Solutions Pvt. Ltd.



Director



आवेदन नं०: 201901743088843

बही नं०: 1

रजिस्ट्रेशन नं०: 2017

वर्ष: 2015

निष्पादन लेखपत्र वाट गुनने व सज्जने प्रज्ज्मन व प्राप्त पत्तारशि रू प्रलेखानुसार उक्त प्रथम पक्ष: ।

श्री मैलेक्टिक सिटी प्रा० लि० के द्वारा पवन कुमार जैन , पुत्र श्री एस के जैन

निवासी: ए-15 न्यू इण्डिया अपार्टमेंट सेक्टर-9 रोहिणी दिल्ली-110085

व्यवसाय: अन्य

द्वितीय पक्ष: ।

*Puram*



श्री एलीगंट आर्टि सोलुशन प्रा० लि० के द्वारा कृष्ण जैन , पुत्र श्री विनोद कुमार जैन

निवासी: सी-159 योजना विहार लक्ष्मी नगर ईस्ट दिल्ली दिल्ली 110092

व्यवसाय: अन्य

*Puram*



ने निष्पादन रवीश्वर किंग। जिनकी पहचान पहचानकर्ता: ।

श्री अलोक कम्योज, पुत्र श्री श्याम सिंह कम्योज

निवासी: सी-21ए नन्द गाम गजियाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2

*[Signature]*



श्री रामवीर सिंह , पुत्र श्री किशन स्वरूप

निवासी: बी-114 हरिजन बस्ती वेस्ट ज्योति नगर शाहदरा दिल्ली 110094

व्यवसाय: अन्य

*[Signature]*



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

- (J) **Force Majeure:** Shall mean and include acts of god, fire, explosion, vandalism, storm or other similar catastrophes or any other civil or military, national emergencies riots, wars or strikes, lockouts order passes by government or other authorities, courts, tribunals which suspends / stops the development of the project.
- (K) **Master Account:** Shall have the meaning ascribed to it in clause.
- (L) **Project:** Shall mean the project to be developed on the Property (Plot).
- (M) **Property:** Plot of Land whether allotted by the Authority(ies) or arranged by the Member as freehold land on which the Project(s) is/are to be constructed.
- (N) **Project Account:** Shall have the meaning ascribed to it in clause.
- (O) **REBA:** Shall mean The Real Estate (Regulation and Development) Act, 2016.
- (P) **Taxes:** Shall mean all form of taxation, duties levies including GST and other transaction tax, municipal taxes, any type of cess, duties or taxes by whatever named called together with any related interest, penalties, surcharges or fines due payable, levied and imposed or claimed to be owed in any relevant jurisdiction in relation to the Property and the project.

## 2. **INTERPRETATIONS**

In this CA, unless otherwise specified:-

- (a) The use of words importing the singular shall include plural and masculine shall include feminine gender and vice – versa;
- (b) Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

  
Director



ने की। प्रत्यक्षत भद्र साक्षियों के निशान भंगूठे  
नियमानुसार लिए गए हैं।  
दिप्पणी :

  
पूजम सिंह  
उप निबंधक - सदर तृतीय  
गौतम बुद्ध नगर  
सर्वेश यादव  
निबंधक/लिपिक

फिट करे



- (c) Reference to the words includes or including shall be construed without limitation;
- (d) Reference to this CA, or other instruments or document shall be construed as a reference to this CA, or other instrument or document as the same may be from time to time executed, amended, varied, supplemented or novated;
- (e) The headings in this CA are for convenience only and do not affect its construction and interpretation;
- (f) The recitals and schedules form an integral part of this CA;
- (g) And the parties acknowledge that this CA has been drafted jointly by the parties.

### 3. OBJECTIVE

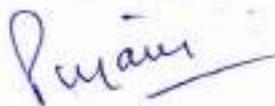
The purpose of this CA is to specify the responsibilities of the Members towards the development and execution of the project(s) including the arrangement of the Land, preparation of the project report, Designs and Drawings, securing the sanctions and clearance for the Project(s) from the Competent Authority(ies) to develop and construct the project on the Property and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this CA.

The Lead Member shall be responsible to prepare and submit all proposals concerning the designs and Drawings, development, construction and finance to the concerned authority(ies). The Lead Member shall also be responsible to market, sell, operate and maintain the project / society.

### 4. DURATION

This CA shall come in to force and effect from the date of signing of this CA by the Members, unless otherwise terminated earlier, this CA shall remain effective till the complete discharge of all obligations by the Members concerning the completion and handover of the project(s).

For Galactic City Private Limited:

  
Purnan



For Elegant IT Solutions Pvt. Ltd.

  
Director



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5. COORDINATOR

1. The Member has decided to appoint and have agreed that Galactic City Pvt. Ltd. shall be the Lead Member of the consortium and shall be the point of contact for all purposes of the project(s).
2. Galactic City Pvt. Ltd., the "Lead Member" is engaged in the business of the development of the Real Estate Projects and have the necessary expertise and requisite infrastructure to develop, manage and market the group housing projects like residential, commercial and mixed use buildings / projects.
3. The other Member of the consortium specifically convey a general Power of Attorney in favor of Lead Member, Galactic City Pvt. Ltd. and authorize the said Lead Member to make representation and declaration and to carry out necessary documentation in relation to the project(s) however the members of the consortium be Individually responsible to discharging its obligation as specified in the Schedule - I and jointly and severally liable for the successful completion and handover of the project(s).
4. The Lead Member shall be the single point of contact for the Authority(ies) and shall have the overall responsibility of the management of the project(s). The Lead Member shall also ensure to the Member of the consortium that the terms and conditions set out in the CA are complied with.
5. All instruction / communication from the Authority(ies) to the Lead Member or vice versa shall be deemed to have been duly provided to the Member of the consortium.

6. RIGHTS AND OBLIGATIONS OF THE "Lead Member"

- (A) The "Lead Member" shall develop and construct Apartments on the Property and shall offer the same for purchase to various Allottee(s). The "Lead Member" shall develop the Project(s) on the Property(ies) as per the plans sanctioned by the Competent Authority(ies).
- (B) The "Lead Member" shall not commence any work of development on the Property, unless no objection and commencement permission is issued by the State Government/ Competent Authority/Uttar Pradesh Real Estate Regulatory Authority (UP RERA) for the Project.

For Galactic City Private Limited

  
Director

For Elegant IT Solutions Pvt. Ltd.

  
Director



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- (C) The "Lead Member" shall only be responsible for complying with all statutory and regulatory requirements, law in force today as well as to be enacted and enforced in future, for the development and construction of the Apartments on the Property (ies) as per this CA.
- (D) The "Lead Member" shall have full authority to develop on anyProperty(ies) ofthe Member, the Project along with the structures, requisite facilities and infrastructure as also all internal and external amenities and utilities as may be required, in accordance with the plans and approvals and complete the same in all respects.
- (E) The "Lead Member", as decided by the Members of Consortium shall endeavor todevelop, completeand handover the Apartment on the Propertysubject to Force Majeure events as set out in clause below.
- (F) The "Lead Member" shall develop, construct, market and sell, Apartmentsas described in this CA,to be developed and constructed on the Property{ies} of "Member", subject to the requisite developmental permissions and consents being obtained from the local, municipal and other authorities. The receivable against the sold Property shall be deposited in the Master Account and in the Project Account as set out in Clause below. The payments of the entire cost to be incurred for development, construction, marketing and selling of the Apartments shall be paid from thesaid account,the "Lead Member"has been authorized to open and operate such account.
- (G) The "Lead Member" is authorized to pay the entire development and construction cost towards the Project(s) developed under this "CA" including architects fee and charges, fee if any, to be paid for obtaining plans sanction on the Propertyand all necessary permissions and approvals thereof. In case any fine or penalty/fee/ to be imposed on the said complex for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area or change within the bye-laws, the "Lead Member" is also authorized to pay the same.

For Galactic City Private Limited



Director

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For Elegant IT Solutions Pvt. Ltd.

  
Director

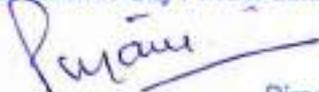
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For Global Oil Press

- (H) The "Lead Member" shall manage the Project(s) developed under this CA and the day-to-day affairs of the same, and shall be in full control and charge of the Project being developed, and will use its technical know-how, experience and expertise to manage and maintain the same till the completion of construction and handover of the Project.
- (I) All day-to-day decisions related to the Project shall be taken by the "Lead Member". The "Lead Member" shall be entitled to take decisions relating to pricing and marketing of the Project. The "Lead Member" shall also be entitled to take all decisions relating to appointment of the necessary staff, architects, contractors, engineers and structural engineers for development and construction of the Project.
- (J) The "Lead Member" shall engage architects, contractors and other advisors, professionals, workmen etc. as required for the execution and completion and handover of the Project(s). In case of any dispute with contractors, architects, engineers and other workmen, vendors, suppliers of materials, or any agency employed in any project, the same shall be settled by the "Lead Member".
- (K) The "Lead Member", as it deems fit shall engage such professionals, consultants, workmen, agents, advisors, etc. including, but not limited to, engineers, contractors and requisite workforce for the purposes of the Project.
- (L) The "Lead Member" shall be entitled to engage agents or third parties to undertake the construction and development activities in respect of the Project(s).
- (M) The "Lead Member" shall mobilize the work force necessary to carry out the Project work undertaken by them. The "Lead Member" shall be responsible for all the payments pertaining to the costs of construction and materials and also be responsible for the timely payment of wages to the labourers as employed for the execution of construction work. The "Lead Member" shall take requisite license, if any, from Labour Deptt. Of Uttar Pradesh and comprehensive Insurance risk cover for the Project work as per the trade practice.

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

  
Director





For Details Visit [www.karnataka.gov.in](http://www.karnataka.gov.in)

(M) The "Lead Member" shall be entitled to put up hoardings or advertisements on the Property or any part thereof and also in the outdoors, print and electronic media or in any other manner as the case may be in order to promote and market the Project(s).

**7. THE "Lead Member" HEREBY DECLARES, REPRESENTS AND WARRANTS THAT**

- a. The execution, delivery and performance of this CA has been duly authorized by all necessary actions on its part and that it has legal capacity to undertake its obligations as contemplated in this CA and to perform and observe the terms and provisions hereof applicable to it and that this CA constitutes legal, valid and binding obligations.
- b. The "Lead Member" has the necessary infrastructure, manpower, financial strength and marketing potential to undertake the Project(s), and complete and handover the same.

**8. RIGHTS AND OBLIGATIONS OF "Member"**

1. The "Member" shall make the arrangement of the Property(ies) for the project(s). "Member" do hereby appoint the aforesaid "Lead Member" as the "Developer" of the said Property(ies) and grant to the "Lead Member", who hereby accepts from the "Member" the authority, to develop and construct the Apartments and Other facilities on the Property(ies) and for carrying out all activities for completing the Project(s) and performing all acts, deeds, matters and things incidental or ancillary thereto. Provided however that nothing contained in this CA or otherwise shall be construed as the grant of possession in part performance of an CA under the Transfer of Property Act, 1882 or under section 2 (47)(v) and (vi) of the Income Tax Act, 1961.

This CA has been entered in to between the Members on Principal to Principal basis and does not constitute any transfer of Land amongst the Members of this Consortium.

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

  
Director

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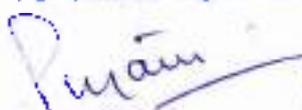
For Classic City Press Ltd

2. "Member" through this CA has granted the "Lead Member" an irrevocable general Power of Attorney (i.e. "Power of Attorney") in respect of the Property(ies) authorizing the "Lead Member" to, inter-alia, develop, construct, market and sell the Apartments to be developed and construed on the Property and apply for and obtain various permissions required for development of the Property and all other powers and authorizations as required by the "Lead Member" for carrying out development on the Property and matters incidental thereto. It shall be the responsibility and obligation of "Lead Member" to sign and execute all necessary applications, papers, and documents and do all acts, deeds and things as the "Lead Member" may lawfully require for submission of any document or application to the Authorities or the "Lead Member" may in order to give effect to the provisions of this CA.

However the "Member" also authorize the "Lead Member" to obtain the sanction of the plans, Designs and Drawings and all no objection certificates and permissions from the competent government authorities, any modifications to such plans required by the governmental authorities and accepted by the "Lead Member" shall be binding on the "Member".

3. "Member" undertakes to provide, clear and marketable title to the Property(ies) free from all encumbrances, claims and demands for the Project(s).
4. "Member" shall provide to the "Lead Member" certified copies/photo copies of all original title deeds documents and papers relating to the Property(ies). The "Lead Member" shall retain photocopies/certified copies of the original documents pertaining to the Property including title deeds etc. however, the original documents will be produced by the "Member" for inspection and photocopies will be given whenever required by the "Lead Member".
5. "Member" hereby agrees to execute the Sub - Lease Deed/s along with the "Lead Member" in favour of the prospective Allottee(s) of the Apartments in terms of this CA.

For Galactic City Private Limited

  
Director

For Elegant IT Solutions Pvt. Ltd.

  
Director



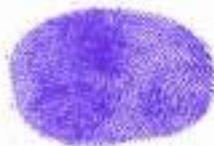
For Global City Private Limited

9. Member hereby declares, represents and warrants that:

- a. "Member" is duly authorised by a resolution of the Board of Directors of the company to enter into terms of this CA and person signing this CA is duly authorized by all the Directors of the Board of the Company to sign and execute and carry out actions in terms thereof.
- b. "Member" shall always have good, clear and marketable title to the Property(ies), free from all encumbrances, claims, and demands and "Member" has good rights, full power and absolute authority to enter into this CA and no other person has any right, title or interest in the Property or any part thereof and the tenure of the Property(ies) as the case may be shall be Freehold / Leasehold.
- c. No other party shall have any legal or beneficial right, claim, title, interest or demand whatsoever to or in respect of the Property(ies) or any part thereof.
- d. "Member" shall not created any mortgage, charge, lease, lien or other encumbrance in respect of the Property(ies) or any part thereof and the Property or any part thereof shall not be subject to any third party claim, demand, encumbrances, attachment or any process issued by any law, court or authority.
- e. There is no existing arrangement with any party other than the Members of this CA with regard to the Property(ies) or any part thereof.
- f. "Member" represents that the boundaries, plans and drawings and all other information regarding the Property(ies) shall be true and accurate.

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

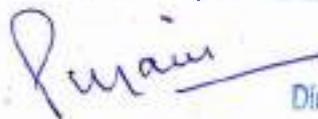
  
Director



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- g. "Member" has not received any notice for acquisition or requisition of the Property(ies) or any part thereof from any Government Body or any Development Authority, or any other notice which may or is likely to adversely affect the marketability of title to the Property(ies) or the Apartments to be constructed thereupon, and "Member" is neither prevented nor restrained by any competent court or authority from dealing with the Property(ies) in any manner whatsoever.
- h. There are no suits or legal proceedings instituted by or against "Member" in respect of the Property(ies) and /or pending in any court of law. There are no tenants or any other occupants occupying the Property(ies) or any part thereof.
- i. There is no impediment in any law, rule or regulation which prevents construction of the Project on the Property(ies).
- j. "Member" have good right, full power and absolute authority to deal with the Property(ies) in the manner stipulated in this CA and, as incidental thereto, the right to hold, use and occupy the Property(ies) and they have not, nor anyone else on their behalf, has done, committed or omitted any act, deed, matter or thing whereby the Property or the "Lead Member's rights herein, is or can be forfeited, affected, extinguished or rendered void or voidable and "Member" shall indemnify and keep indemnified the "Lead Member" from or against all actions, suits and proceedings and all claims, demands, fines, penalties, proceedings, prosecutions, costs, charges, losses, expenses, damages and/or other liabilities of whatsoever nature made or suffered or incurred by or caused or imposed or levied on the "Lead Member" by reason or virtue of any non-performance or non-observance by "Member" of any of the terms, conditions, CAs, covenants and provisions stated therein.
- k. There is/was no statutory bar or prohibition or any claims to acquire/hold the Property and vest it as per this CA.

For Galactic City Private Limited

  
Director  


For Elegant IT Solutions Pvt. Ltd.

  
Director  




For Catalog Of Printed Books

17-10-19

- l. Property is neither subject to any acquisition, requisition or set-back nor have "Member" received any notice affecting the Property( as a result of which as contemplated in this CA cannot be consummated) from any Governmental authorities bodies or any other local bodies.
- m. "Member" is not aware of any other facts, circumstances, conditions on account whereof the authority of the "Lead Member" hereunder or the proposed development will be prejudicially affected.

**10. RESPONSIBILITY TOWARDS EACH OTHER:**

Each member undertakes as under:-

- 1. Each member shall act in good faith and use reasonable efforts to ensure compliance of their obligations under this CA.
- 2. To promptly notify each other about any significant delay in the fulfillment of the milestone in relation to the project(s).
- 3. Each member shall keep confidential all information of confidential nature, whatever written or oral, concerning to this CA and also abide by the terms and conditions of the Sale Deed / Lease Deed of the property executed by the Vendor / Competent Authority in favor of the Member.

**11. LIABILITIES TOWARDS EACH OTHER:**

Liabilities towards each other shall be as under

- (1) Each Member shall be individually liable for any default with regard to the deliverable of his part under the terms and conditions of this CA.
- (2) Indemnification of member each other in respect of liability resulting from the act or omission of the Member.

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.




For Galathea Club Library

## **12. LIABILITY TOWARDS THIRO PARTY**

Liabilities towards third party shall be as under

1. Subject always to such other undertakings and warranties as are provided for in this CA. Each member shall be solely liable for any loss, damage or injury to the third party(ies) resulting from carrying out its part in the project and from its use of knowledge and know-how.

## **13. REPRESENTATIONS AND WARRANTIES:-**

The members hereby represent and warrant that:-

- (a) They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this CA and to perform their obligations, roles and responsibilities as prescribed under this CA.
- (b) That this CA constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this CA and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the member is a party and by which the Members are or may be bound.
- (c) That each of the representations and warranties shall be construed as a separate representation and warranties, covenant or undertaking as the case may be, and shall not be limited by terms of any other representation or warranty or by any other terms of this CA.
- (d) The Members have read, understood and agreed with the terms and conditions of this CA.

For Galactic City Private Limited

  
Parvati



For Elegant IT Solutions Pvt. Ltd

  
Parvati  
Director



For Galactic City Press, Inc.

**14. BANK ACCOUNTS AND OPERATIONS RELATED TO THE PROJECT**

**(1) Master Account**

It is agreed between the members that the entire receivable arising in relation to the project shall be collected by the "Lead Member" and as per the provisions of The Real Estate (Regulation and Development) Act, 2016 shall be deposited in the "Collection Escrow Account" to be opened and operated with any scheduled bank by the "Lead Member". No other amount shall be deposited in the said Master Account.

The Master Account shall have a standing instruction for the transfer of the moneys received in the said account on daily basis to the "Designated Escrow Account" (Project Account), to be opened with any scheduled bank.

Such transfer shall be as under:

- (a) 70% of the receivable to be transferred to the Project Account Number - 1 (RERA Designated Escrow Account) to be operated by the "Lead Member".
- (b) 30% of the receivable to be transferred to the Project Account Number - 2 (Current Account) to be operated by the "Lead Member".

The amount lying in the Project Account Number - 1 (RERA Designated Escrow Account) shall only be withdrawn in terms of The Real Estate (Regulation and Development) Act, 2016.

In case any funding is received from any Bank / Financial Institution / Unsecured Loan towards the project the same shall be transferred to the Project Account Number - 2 (Current Account).

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

  
Director





For Order of the Board of Trustees

514

**15. SHAREHOLDING IN CONSORTIUM**

- (1) Galactic City Pvt. Ltd. shall act as the Lead Member of the consortium, the other Member of the consortium give General Power of Attorney in favor of Galactic City Pvt. Ltd. in relation to the said project through this Consortium Agreement.
- (2) The shareholding of the Members of the consortium shall be mutually decided later on and upon completion of the Project any profit or loss as the case may be, shall be shared by the Members of the Consortium in the ratio of their Shareholding.

**16. MISCELLANEOUS**

1. This CA supersedes all prior discussions and agreements (whether oral and written) including all correspondence between the Members with respect to the subject matter of this CA.
2. Any provision of this CA which is invalid or unenforceable shall be ineffective to the extent of such invalidity and unenforceability, without affecting in any way the remaining provisions hereof.
3. This CA shall be governed and interpreted by, and construed in accordance with the laws of India without giving effect to the principle of conflict of laws thereunder.
4. The schedule - I shall have the same force and effect as if expressly set in the body of this CA and any reference of this CA shall include the Schedule - I.
5. Any member including the Lead Member of the consortium may be changed with the prior approval of the Members of the consortium subject to the fulfillment of minimum financial and technical capabilities of the consortium.
6. Any variation / modification to the terms of this CA as may be mutually agreed by the Members shall be reduced in writing and the members shall put their signature in approval of the same.

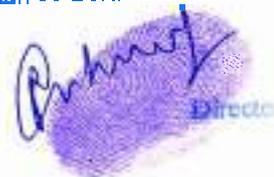
For Galactic City Private Limited



Director



For Elegant IT Solutions Pvt. Ltd.



Director



For Details Of Private Units

Direct

**17. NOTICES**

1. Except as specifically provided elsewhere in this CA, all notices required or permitted to be given under this CA shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial delivery service with acknowledgment received); or (ii) by registered or certified mail, postage prepaid, return receipt requested, email to the Members at the respective addresses as setout in beginning of the CA. The date upon which such notice is actually delivered, shall be deemed to be the date of receipt of such notice.
2. The notice shall be served on the address as mentioned in the title clause of this CA.

**18. ARBITRATION**

1. Any and all disputes, controversies and conflicts ("Disputes") arising out of this CA between the Parties or arising out of or relating to or in connection with this CA or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall in the first instance be attempted to be resolved amicably, however in case the disputes or the matters mentioned herein above are not resolved and settled amicably within Thirty (30) business days of the arising thereof, shall be referred for the Arbitration at the request in writing of any Member to the dispute under the provisions of Arbitration and Conciliation Act, 1996 and any modification or re-enactment thereof for the time being in force i.e. as per the Arbitration Act. For the purpose of such Arbitration the "Lead Member" shall appoint one Arbitrator, and the "Member" shall collectively appoint one Arbitrator. Two Arbitrators so appointed shall then jointly appoint a Third Arbitrator who shall serve as a Chairman. All the three Arbitrators shall be collectively referred to as the Arbitration Tribunal.
2. The Place of Arbitration shall be NOIDA and the language used in Arbitral Proceeding shall be English.

For Gafaclic City Private Limited



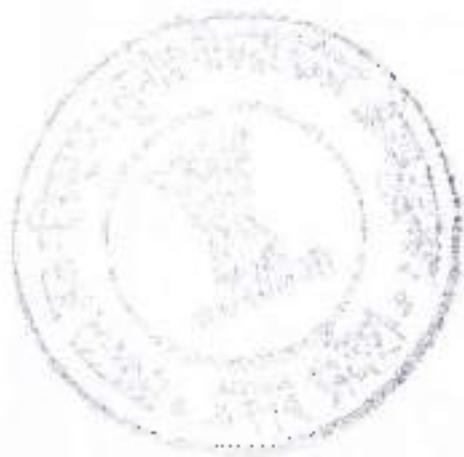
Director



For Elegant IT Solutions Pvt. Ltd.



Director



For Galactic Op: Private Link:

3. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Members shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this CA except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.
4. Pending the submission to arbitration and thereafter, till the Arbitration Tribunal renders its award or decision, the Members shall, except in the event of termination of this CA or in the event of any Interim order/award is granted under the afore stated Act, continue to perform their obligations under this CA.

**19. FURTHER ASSURANCE**

1. Each Member consents and agrees that, subsequent to the execution and delivery of this CA each party shall execute and deliver any further legal instrument and perform any acts that are or may become necessary to effectuate the purposes of this CA.

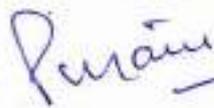
**20. AMENDMENTS AND MODIFICATIONS**

1. The CA and the Schedules together constitutes a complete and exclusive understanding of the terms of CA between the parties on the subject thereof and not amendment or modification hereto shall be valid and effective unless agreed to by both the Members hereto and evidenced in writing.

**21. STAMP DUTY AND REGISTRATION**

1. The cost of stamp duty and registration if required, payable on this CA shall be borne and paid jointly by the Members of the Consortium.

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

  
Director



For Global City Private Limited

Director

**22. RELATIONSHIP OF PARTIES**

1. This CA is being entered into on a principal to principal basis and without any consideration. The parties are an independent entity of each other and not an agent of each other. Nothing in this CA shall be deemed to create or constitute to create employment relationship between "Lead Member" and the "Member" for any purpose.

**23. WAIVER**

1. There shall be no waiver of any term, provision or condition of this CA unless such waiver is evidenced in writing and signed by the waiving Member. No omission or delay on the part of any Member in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.
2. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

**24. SEVERABILITY**

1. Provisions of this CA are severable. Unenforceability, due to law, of any one or more of its provisions shall not be deemed as unenforceability of entire CA. The remaining provisions shall be enforced and complied by the Members.
2. In the event that any provision hereof conflicts with the applicable laws or if any such provision is held invalid by a competent authority, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the CA will remain in full force and effect.

For Galactic City Private Limited

  
Parvati



For Elegant IT Solutions Pvt. Ltd.

  
Director



For Ontario City Public Library

## **25. ENTIRE CA**

1. This CA contains the entire understanding between the Members with respect to the subject matter hereof and there are no further or other promises, representations, warranties or CAs or understandings, whether written or oral, except as contained herein. This CA supersedes all previous understandings, agreements, correspondence, etc. on this subject between the Members hereto.
2. This CA cannot be modified and amended in anyway except through the Addendum or Memorandum of Understanding (MOU) as the case may be, to be reduced in writing and signed by the Members through their authorized representatives. The said amendment shall be binding on the Members of this CA and shall be read with this Consortium Agreement.

## **26. FORCE MAJEURE**

1. Neither Member shall be liable for any delay in compliance with its obligations under this CA in the event that such delay is due to any event of force majeure such as civil commotion, war, earthquake, riots, strikes, lock-outs, fire, accident or other event of God or due to any prohibitory order or injunction or directive of any Government Tribunal, Quasi-tribunal, local or public body or authority or competent authority or any Act, Ordinance, Statutes, Rules, Regulations, Bye-laws, Notifications by Government (State and Central) or municipal or other local bodies or competent authorities or as a result of any industry-wide event or as a result of the non-availability of steel, cement or other building material. In addition, the Members shall not be liable for any delay in development/ construction of the Property as a result of any stop work notice, or order or direction by any Court or authority, not attributable to any act of omission or commission on the part of or in any way relating to the Members.

## **27. JURISDICTION AND GOVERNING LAWS**

1. This CA shall be governed and construed in accordance with laws of India and shall be subject all applicable laws and regulations as may in force from time to time subject to the arbitration clause, the Court having jurisdiction in any/or all matters arising out of or in relation to this CA shall entertain and dispose of the same.

For Galactic City Private Limited

  
Pritam  


24

For Eleganti IT Solutions Pvt. Ltd.

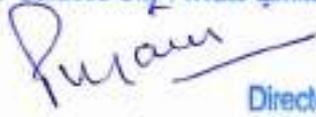



For Details See Page 10

**28. VALIDITY**

1. The Consortium Agreement (CA) shall be valid and enforceable till the completion of the project(s).
2. The CA shall be terminated upon completion / handing over of the project(s).
3. The CA may be terminated with the mutual agreement and consent of the parties, such agreement / consent shall be reduced in writing.

For Galactic City Private Limited

  
Director



For Elegant IT Solutions Pvt. Ltd.

  
Director

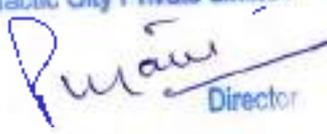
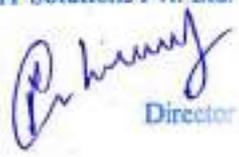


For Classic City Prints Limited

Directly



IN WITNESS WHEREOF THE MEMBERS TO THIS CONSORTIUM AGREEMENT (CA) HAVE SET THEIR RESPECTIVE HANDS.

<p>SIGNED AND DELIVERED</p> <p>On behalf of M/S Galactic City Pvt. Ltd, by its authorized signatory</p> <p>For Galactic City Private Limited</p>  <p>Director</p> <p>Name: Pawan Kumar Jain Title: Director</p> <p>In the presence of</p> <p>_____</p> <p>Name: Title:</p> <p>_____</p> <p>Name: Title:</p>	<p>SIGNED AND DELIVERED</p> <p>On behalf of M/S Elegant IT Solutions Pvt. Ltd, by its authorized signatory</p> <p>For Elegant IT Solutions Pvt. Ltd.</p>  <p>Director</p> <p>Name: Rishabh Jain Title: Director</p> <p>In the presence of</p> <p>_____</p> <p>Name: Title:</p> <p>_____</p> <p>Name: Title:</p>
--	--

For Galactic City Private Limited:


For Elegant IT Solutions Pvt. Ltd.


For Global Oil Products Limited

Date



For Global Oil Products Limited

**SCHEDULE - I****Roles and responsibilities of each individual member of the consortium**

S.No.	Type of Member	Roles and Responsibilities
1	<b>Lead Member</b>	Overall development, implementation, Management of the project till its completion and handover
	Name: Galactic City Pvt. Ltd.	Technical, Financial and Marketing Support
	Address A - 19, Sector 64, NOIDA, Gautam Buddha Nagar, Uttar Pradesh, PIN - 201301	
2	<b>Member</b>	Arrangement of Land "Property" on which the project is to be developed
	Name: Elegant IT Solutions Pvt. Ltd.	
	Address T - 9, Green Park Extension, New Delhi, PIN - 110027	

For Galactic City Private Limited

*Purain*  
Director

For Elegant IT Solutions Pvt. Ltd.

*Purain*  
Director

WITNESSES :-

1- Mr. Alok Kamboj S/o Mr. Shyam Singh Kamboj  
R/o- B-21A, Nand Gram, Ghaziabad  
AADHAAR No.-9522 9316 0020

2- Mr. Ramveer Singh S/o Mr. Kishan Swroop  
R/o- B-114, Harijan Basti, West Jyoti Nagar, Shahdra, Delhi-110094  
AADHAAR No.-9582 3876 3636

Date:-24-10-2019 Drafted by **RAJKUMAR SHARMA**, Advocate {Ex-President, Tehsil Bar Association Ghaziabad (Regd.), Sadar Tehsil, Gandhi Nagar, Ghaziabad; Registration No 2331/89, Ch. No.62, Tehsil Compound, Ghaziabad Phone No 2755044 has not seen / visited the site & has prepared / written the Consortium Memorandum as per facts explained by both the Parties & their's photographs have been attested on the basis of their I.D. Proofs.

*Raj Kumar Sharma*  
राजकुमार शर्मा (एडवोकेट)  
पूर्व अध्यक्ष  
तहसील बार एसोसिएशन (रजि.)  
गान्धीनगर

आवेदन सं०: 201900743088843

बही संख्या 4 जिल्द संख्या 1653 के पृष्ठ 153 से 204 तक  
क्रमांक 2047 पर दिनांक 24/10/2019 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*24/10/2019*

पूनम सिंह

उप निबंधक : सदर तृतीय

गौतम बुद्ध नगर

24/10/2019

पिंट करे











भारत सरकार  
GOVERNMENT OF INDIA



अलोक कम्बोज

Alok Kamboj

जन्म तिथि/DOB: 30/09/1977

पुल्ल / MALE

9522 9316 0020



मेरा आधार, मेरी पहचान

*Handwritten signature*

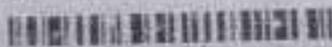


भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:  
S/O श्याम सिंह कम्बोज, वी  
-21 ए, नन्द ग्राम,  
बाहिनवाट, गजियाबाद,  
उत्तर प्रदेश - 201003

Address:

S/O Shyam Singh Kamboj, B-21  
A, NAND GRAM, GHAZIABAD,  
Ghaziabad,  
Uttar Pradesh - 201003



1547  
1850 350 1547

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P.O. Box No. 1547,  
Deeg, Uttar Pradesh - 201001




**भारत सरकार**  
**GOVERNMENT OF INDIA**

**नाम / Name**  
 रामेश्वर सिंह

**जन्म तिथि / Year of Birth** 1979  
**लिंग / Male**

**0582 3019 3638**




— आम आदमी का अधिकार

*(Handwritten Signature)*


**भारतीय चिह्नित पत्राचार प्राधिकरण**  
**INDIAN POSTAL IDENTIFICATION AUTHORITY OF INDIA**

पता : S/O नारायण, 207  
 ए. ई. 114, हिन्दू अर्थ, 207  
 शांति नगर, अन्वय, उत्तर, दिल्ली  
 ई. ई. 110094

Address: S/O Narayan, 207  
 H. No. - E. 114, Hindu Arth,  
 West Jind Nagar  
 SHANDEGA, Anandpur, North  
 East, Delhi, 110094

