

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

INDIA

उत्तर प्रदेश UTTAR PRADESH

#1#

AA 267495

CONSORTIUM AGREEMENT

T-7498
M/s Nitya Realtech Pvt. Ltd. a company registered under the Companies Act, 1956 having its registered office at 220, opposite Veterinary Hospital, Burari, Delhi-84, through its Director/authorized signatory, Mr. Punit Tyagi S/o Raj Pal Tyagi R/o K-1-3 Kavi Nagar, Ghaziabad U.P.) who has been authorised in terms of the resolution passed in the meeting of Board of Directors on 18th Feb, 2013, which expression shall unless contrary for repugnant hereinafter to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of First Part

AND

M/s R.K.S. Buildcon India Pvt. Ltd. a company registered under companies Act, 1956 and having its registered office at 220, Village Buradi, Delhi-54, acting through its Directors/authorised representative, Mr. Raj Pal Tyagi S/o Braham Jeet Tyagi R/o K-1-3, Kavi Nagar, Ghaziabad (U.P.) who has been authorised in terms of the resolution passed in the meeting of Board of Directors on 18th Feb. 2013, which expression shall unless contrary for repugnant hereinafter to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of Second Part

[Signature]
Director

[Signature]
Raj Pal Tyagi
Director

15/3/13

15/3/13

श्री. राजेश कुमार शर्मा (एन. व. विवेका)

पुत्र श्री. राजेश कुमार शर्मा (एन. व. विवेका)

पुत्र श्री. राजेश कुमार शर्मा (एन. व. विवेका)

पुत्र श्री. राजेश कुमार शर्मा (एन. व. विवेका)

पुत्र श्री. राजेश कुमार शर्मा (एन. व. विवेका)

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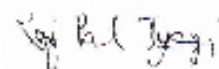
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Whereas both Companies have agreed to form a Consortium and appoint M/s Nitva Realtech (P) Ltd. as a lead member with an object of developing and construction of Group housing project in the area of Noor Nagar, Raj Nagar Extension, Ghaziabad, make all expenditure in relation to this activity, allot the property to buyers, receive payments from them, enter into agreement with them, and all other works and activity related to the Project in future. By this document there is no land being transferred by the member.

For Nitva Realtech Pvt. Ltd.


Director

For RKS Builders (India) Pvt. Ltd.



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Point - Dugout Bay Rd. Twp 9 N R 13 W

पुस्तक संख्या (अथवा विवरण)

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2000-2001 2002-2003 2004-2005 2006-2007 2008-2009 2010-2011 2012-2013 2014-2015 2016-2017 2018-2019 2020-2021 2022-2023 2024-2025 2026-2027 2028-2029 2030-2031 2032-2033 2034-2035 2036-2037 2038-2039 2040-2041 2042-2043 2044-2045 2046-2047 2048-2049 2050-2051 2052-2053 2054-2055 2056-2057 2058-2059 2060-2061 2062-2063 2064-2065 2066-2067 2068-2069 2070-2071 2072-2073 2074-2075 2076-2077 2078-2079 2080-2081 2082-2083 2084-2085 2086-2087 2088-2089 2090-2091 2092-2093 2094-2095 2096-2097 2098-2099 2100-2101 2102-2103 2104-2105 2106-2107 2108-2109 2110-2111 2112-2113 2114-2115 2116-2117 2118-2119 2120-2121 2122-2123 2124-2125 2126-2127 2128-2129 2130-2131 2132-2133 2134-2135 2136-2137 2138-2139 2140-2141 2142-2143 2144-2145 2146-2147 2148-2149 2150-2151 2152-2153 2154-2155 2156-2157 2158-2159 2160-2161 2162-2163 2164-2165 2166-2167 2168-2169 2170-2171 2172-2173 2174-2175 2176-2177 2178-2179 2180-2181 2182-2183 2184-2185 2186-2187 2188-2189 2190-2191 2192-2193 2194-2195 2196-2197 2198-2199 2200-2201 2202-2203 2204-2205 2206-2207 2208-2209 2210-2211 2212-2213 2214-2215 2216-2217 2218-2219 2220-2221 2222-2223 2224-2225 2226-2227 2228-2229 2230-2231 2232-2233 2234-2235 2236-2237 2238-2239 2240-2241 2242-2243 2244-2245 2246-2247 2248-2249 2250-2251 2252-2253 2254-2255 2256-2257 2258-2259 2260-2261 2262-2263 2264-2265 2266-2267 2268-2269 2270-2271 2272-2273 2274-2275 2276-2277 2278-2279 2280-2281 2282-2283 2284-2285 2286-2287 2288-2289 2290-2291 2292-2293 2294-2295 2296-2297 2298-2299 2300-2301 2302-2303 2304-2305 2306-2307 2308-2309 2310-2311 2312-2313 2314-2315 2316-2317 2318-2319 2320-2321 2322-2323 2324-2325 2326-2327 2328-2329 2330-2331 2332-2333 2334-2335 2336-2337 2338-2339 2340-2341 2342-2343 2344-2345 2346-2347 2348-2349 2350-2351 2352-2353 2354-2355 2356-2357 2358-2359 2360-2361 2362-2363 2364-2365 2366-2367 2368-2369 2370-2371 2372-2373 2374-2375 2376-2377 2378-2379 2380-2381 2382-2383 2384-2385 2386-2387 2388-2389 2390-2391 2392-2393 2394-2395 2396-2397 2398-2399 2400-2401 2402-2403 2404-2405 2406-2407 2408-2409 2410-2411 2412-2413 2414-2415 2416-2417 2418-2419 2420-2421 2422-2423 2424-2425 2426-2427 2428-2429 2430-2431 2432-2433 2434-2435 2436-2437 2438-2439 2440-2441 2442-2443 2444-2445 2446-2447 2448-2449 2450-2451 2452-2453 2454-2455 2456-2457 2458-2459 2460-2461 2462-2463 2464-2465 2466-2467 2468-2469 2470-2471 2472-2473 2474-2475 2476-2477 2478-2479 2480-2481 2482-2483 2484-2485 2486-2487 2488-2489 2490-2491 2492-2493 2494-2495 2496-2497 2498-2499 2500-2501 2502-2503 2504-2505 2506-2507 2508-2509 2510-2511 2512-2513 2514-2515 2516-2517 2518-2519 2520-2521 2522-2523 2524-2525 2526-2527 2528-2529 2530-2531 2532-2533 2534-2535 2536-2537 2538-2539 2540-2541 2542-2543 2544-2545 2546-2547 2548-2549 2550-2551 2552-2553 2554-2555 2556-2557 2558-2559 2560-2561 2562-2563 2564-2565 2566-2567 2568-2569 2570-2571 2572-2573 2574-2575 2576-2577 2578-2579 2580-2581 2582-2583 2584-2585 2586-2587 2588-2589 2590-2591 2592-2593 2594-2595 2596-2597 2598-2599 2600-2601 2602-2603 2604-2605 2606-2607 2608-2609 2610-2611 2612-2613 2614-2615 2616-2617 2618-2619 2620-2621 2622-2623 2624-2625 2626-2627 2628-2629 2630-2631 2632-2633 2634-2635 2636-2637 2638-2639 2640-2641 2642-2643 2644-2645 2646-2647 2648-2649 2650-2651 2652-2653 2654-2655 2656-2657 2658-2659 2660-2661 2662-2663 2664-2665 2666-2667 2668-2669 2670-2671 2672-2673 2674-2675 2676-2677 2678-2679 2680-2681 2682-2683 2684-2685 2686-2687 2688-2689 2690-2691 2692-2693 2694-2695 2696-2697 2698-2699 2700-2701 2702-2703 2704-2705 2706-2707 2708-2709 2710-2711 2712-2713 2714-2715 2716-2717 2718-2719 2720-2721 2722-2723 2724-2725 2726-2727 2728-2729 2730-2731 2732-2733 2734-2735 2736-2737 2738-2739 2740-2741 2742-2743 2744-2745 2746-2747 2748-2749 2750-2751 2752-2753 2754-2755 2756-2757 2758-2759 2760-2761 2762-2763 2764-2765 2766-2767 2768-2769 2770-2771 2772-2773 2774-2775 2776-2777 2778-2779 2780-2781 2782-2783 2784-2785 2786-2787 2788-2789 2790-2791 2792-2793 2794-2795 2796-2797 2798-2799 2800-2801 2802-2803 2804-2805 2806-2807 2808-2809 2810-2811 2812-2813 2814-2815 2816-2817 2818

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३. दूर, अपरिचित, अज्ञात, अविज्ञात -

ਦੇ ਅਨੁਸਾਰ ਸੰਨ ੧੯੫੧ ਵਿੱਚ।

पुनर्गृह्यणी पतिविधि नि.वा. ११७२६६६ पा०३०

* जयपाल त्थानी

क. चक्र 3 चित्र 9 पर दृष्ट

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年 2,214



महाराष्ट्र शासन, आर्थिक विभाग, अ. अ. अ. अ.

सुयनिबन्धक द्वितीय

गणित्याद्याद

15/3/2015

निष्पादन में स्थिर गति यन्त्र व. सामग्री सज्जत

मधुपार कदा

7.2.2.1.4

श्री पूर्णित ल्याणी

प्रतिनिधि नियम रिगलटेक प्रा० लि०

पुत्र श्री राजपाल त्यागी

ਪ੍ਰਭਾਤੀ ਸ੍ਰੀ ਪੇਸ਼ਾ ਅੰਨ



શ્રી રાજભાલ ત્યાગી

प्रतिनिधि आर०के०एस० बि०डी०कोन इण्डिया प्रा०

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पुत्र श्री ब्रह्मजीसि व्यागी

ਪ੍ਰਭਾਤੀ ਅਤੇ ਪੈਸ਼ਾ ਅਧਿਐਸ਼



NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSED AS UNDER:-

1. Lead Member:-

Both the Consortium member, have mutually decided to nominate M/s Nirya Realtech Pvt Ltd, a Company incorporated under the provision of the companies Act, 1956, having its registered office at 220, opp Vetrinity Hospital, Barari Delhi-84 as the lead member.

2. Date of Commencement/Principal Place:-

The Consortium shall be deemed to have come into existence with immediate effect. The principal place of business of the Consortium shall be at Raj Nagar Extension, Ghaziabad or such other places as may be mutually decided by the Consortium members in future. This Consortium Agreement shall be valid enforceable till the completion of the project.

3. Role of Members:

The roles & services of the members of this consortium, shall be decided jointly and with the consent of both the members, however, the lead member shall have final authority.

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Rajendra Jyoti

२ निष्पन्न व्यक्तित्व के

निम्नलिखित श्री राजेंद्र त्यागी

पुत्र श्री परमानन्द त्यागी

का व्यापार

निवास लाहौरी मार्केट गुजरात-2 400 गांव

व श्री राजेंद्र त्यागी

पुत्र श्री रमेश्वर

का व्यापार

निवास कृष्ण नगर मंडल रोड 400 गांव

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प्रमाणित यह प्रमाणित है कि निम्नलिखित व्यक्तित्व के



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उपनिबन्धक द्वितीय
गाजियाबाद
12/5/70

4. **Shareholding basis in Consortium:**

The share holding of all the members of Consortium shall be mutually decided later on.

Project Management Structure:

M/s Nitya Realtech Pvt. Ltd., will construct their project and arrange the Finance for the project of their part and look after the implementation of the project of their part.

5. **Funding and Basis Sharing the Expenditure & Remuneration:**

- a. It is decided that upto the allotment of flat in the project namely Office City, all cost towards development of project will be borne entirely by lead member.
- b. The lead member shall raise loans from the Financial Institutions/Banks for the project and any shortfall in financing of the project shall be contributed by the partners and their relatives.
- c. Upon completion of the project any profit and loss shall be shared by the consortium members in ratio of their shareholding.



Sh. Ash Kumar

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Director

[Handwritten signature]
Rajendra Tyagi
Director

से निष्पत्ति निकाला जाता है।

पिता का नाम श्री राजेश्वर त्यागी

पुत्र श्री परमानन्द त्यागी

पत्नी स्वामी

निवासी त्यागी मार्केट भुलवर-2 गा0 काद

पत्नी श्री राधेश्याम

पुत्र श्री सुदीप

पत्नी स्वामी

निवासी कुल्था नगर मेरठ रोड गा0 काद

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नैजद्वीकरण आधिकारिक के द्वारा

उपनिबन्धक द्वितीय

गाजियाबाद

15/3/2013

6. **Bank account/Validity:**

That bank account(s) may be opened in the name of the Lead Partner M/s Nitya Realtech Pvt Ltd, and the said account(s) would be operated under signature of Lead Member of the consortium. That during the continuance of this the accounts of the Consortium shall be closed every year on 31st March

7. **Right & Duties of Members:**

That the member of this Consortium shall have no right to assign any of its benefits, rights and liabilities under this agreement to any other company firm or person without obtaining the prior written consent from the other members of the consortium. That the Lead Partner shall transfer 12% of the total sale proceeds to its other members i.e. second part on account of sale proceeds of the land at end of every year

[Handwritten signature]

Raj K. Tyagi



Raj K. Tyagi

Advocate Ghaziabad

मुख्तार कर्ता

Reg. Number No.

74

Year

2013

Book No.

4

0101 पु.पित त्यागी प्रतिनिधि निरुधः रिगलटेक नमोनि०

राजपाल त्यागी

७० अर्द्ध ३ कनिष्ठ नमो नम

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0102 राजपाल त्यागी प्रतिनिधि आर०के०ए० विच्छेदन इण्डिया प्र

ब्रह्मचारी त्यागी

७० अर्द्ध ३ कनिष्ठ नमो नम

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8. **Governing Law/Wavier:**

This Consortium Agreement shall in respect be constructed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws shall prevail. The waiver of any member of breach of any term of this Consortium Agreement shall not prevent the subsequent enforcement of that term shall not deemed to be waiver of any subsequent breach.

9. **Confidentiality/Term:**

Both the members shall be under obligation not to disclose any information or terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of the project under the Consortium, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the understanding of the members and there are no promises, terms and condition or obligations, oral or written, expressed or implied other than those contains herein, and variation, modification or alternation of any of the provisions of this Consortium Agreement shall be binding on either party unless reduced in writing and signed by them or their duly authorised representative as amendment to this Consortium Agreement. The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the Consortium members.

For Govt. of Uttar Pradesh

Rajendra Singh

1/1/2011

मुख्यार फर्दा

Registration No.

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Year:

2013

Book No.

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0101 सुनील त्यागी प्रतिनिधि नि.या रिजल्टेक भा0लि0

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राजपाल त्यागी

सुनील त्यागी के बचत भा0 भा0

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10. Miscellaneous/Liability:

Nothing in this shall be construed providing for the sharing of the profit and loss arising out of the efforts of any of the members, except as may be provided for in any resultant subcontract or Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any obligation or liability to the other or shall any remedy be available to the other members, except as expressly written herein. No party shall be liable, for any financial compensation arising out of the termination of the consortium agreement, to other members of this consortium Agreement. No other shall be liable to other Party/Members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one member or otherwise.

11. Notice:

Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement of send by facsimile to the other part at the address appearing in the beginning of the Consortium Agreement.

[Handwritten signature]

Raj Paul Singh

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12. Termination:

This Consortium Agreement shall be terminated upon the arrival of the first of the following events.

- " Rejection of the proposal by the Government of Uttar Pradesh
- " Upon completion of the project
- " Mutually agreed by both the members

13. Arbitration:

Both the members agree to settle amicably all disputes arising out of or concerning this consortium agreement. In the event of the members failing to amicably

Resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall binding

Kajal (Tiger)

20-10-2013
[Signature]

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IN WITNESS WHEREOF the members have executed this Consortium Agreement on this day of March, 2013 and have caused this consortium Agreement to be signed on their behalf in the manner set below:

For M/s Nitya Realtech Pvt Ltd.

Authorised Signatory of First Part

For M/s R.K.S. Buildcon India (P) Ltd.
Authorised Signatory of Second Part

Witness

1. Sh. Rajender Tyagi
S/o Sh. Parmanand Tyagi
R/o Tyagi Market, Guldhar-II
Ghaziabad

2. Mr. Radhaysyam
S/o Mr. Raghubir
R/o Krishna Nagar
Meerut Road
Ghaziabad

Dated : 15-03-2013 Drafted By MUKESH KUMAR TYAGI, (ADVOCATE)
Chamber No-94, Tehsil Compound, Ghaziabad Mob. No-9350219650
Mukesh Kumar Tyagi
Advocate Ghaziabad