

SANJEEV KAUSHIK
DEED WRITER

AD-1434



उत्तर प्रदेश UTTAR PRADESH

AY 359870

CONSORTIUM AGREEMENT

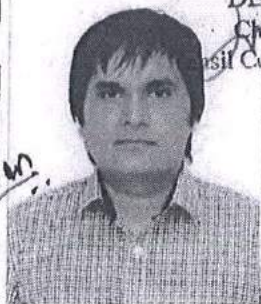
M/s Nilaya Infra Pvt. Ltd. a company registered under companies Act, 1956 and having its registered office at B-15, First Floor, Pandav Nagar, Delhi-92 site office at Village Morta Raj Nagar Extension, Ghaziabad, acting through its Directors/authorised representative, Mr. Nitin Tyagi & Mr. Amit Tyagi both S/o Shri Raj Kumar Tyagi R/o 121, Duplex-1, Swarnim Vihar, Sector-82, Noida, G.B. Nagar, hereinafter referred called as First Party) who has been authorised in terms of the resolution passed in the meeting of Board of Directors on 10th March 2017, 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.

Nitin Tyagi

Amit Tyagi

for Nilaya Infra

SANJEEV KAUSHIK
DEED WRITER
Chamber No. 20,
G.B. Nagar Compound, Ghaziabad



Nitin Tyagi

for Nilaya Infra

For NILAYA INFRA PVT. LTD.

Nitin Tyagi
Authorised Signatory

23 SEP 2017

04

न कय करल का प्रमाणन

कैर-नी. ८/ २३. २०१७. २०. ८२. २०१७

धन का धनराशि

₹ 1000

न कय करल का प्रमाणन

न कय करल का प्रमाणन

न कय करल का प्रमाणन

न कय करल का प्रमाणन

भागीदारी विलेख

100.00

80

180.00

22

भागीदारी की धनराशि

फॉस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

श्री

नितिन त्यागी प्रतिनिधि निलाया इन्फ्रा प्रा0लि0

पुत्र श्री

राजकुमार त्यागी

व्यवसाय व्यापार/नौकरी/अन्य

निवासी स्थायी

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक

20/9/2017

समय

2:24PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नविनकुमार एस0

उपनिबन्धक द्वितीय

गाजियाबाद

20/9/2017

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री नितिन त्यागी

प्रतिनिधि निलाया इन्फ्रा प्रा0लि0

पुत्र श्री राजकुमार त्यागी

पुत्र/पत्नी श्री पेशा व्यापार/नौकरी/अन्य

श्री अभित त्यागी

प्रतिनिधि निलाया इन्फ्रा प्रा0लि0

पुत्र श्री राजकुमार त्यागी

पुत्र/पत्नी श्री पेशा व्यापार/नौकरी/अन्य

श्रीमती केला देवी

पत्नी श्री जहाँगीर त्यागी

पेशा ग्रहणी/नौकरी/अन्य

निवासी 121 डुप्लेक्स-1 स्वर्णिम विहार से0 82

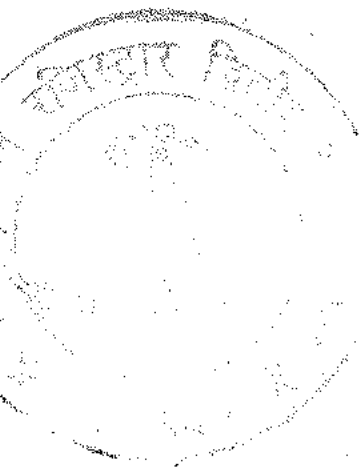
नोएडा

श्री विजय सिंह त्यागी

पुत्र श्री राम लाल त्यागी

पेशा व्यापार/नौकरी/अन्य

निवासी ग्राम मोरटा गा0बाद



CONSORTIUM AGREEMENT

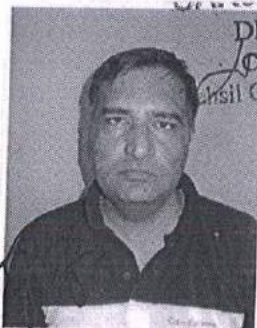
M/s Nilaya Infra Pvt. Ltd. a company registered under companies Act, 1956 and having its registered office at B-15, First Floor, Pandav Nagar, Delhi-92 site office at Village Morta Raj Nagar Extension, Ghaziabad, acting through its Directors/authorised representative, Mr. Nitin Tyagi & Mr. Amit Tyagi both S/o Shri Raj Kumar Tyagi R/o 121, Duplex-1, Swarnim Vihar, Sector-82, Noida, G.B. Nagar, hereinafter referred called as First Party) who has been authorised in terms of the resolution passed in the meeting of Board of Directors on 10th March 2017, 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.

Nitin Tyagi

Amit Tyagi

B-15 Pandav Nagar

KAUSHIK KAUSHIK
DEPUTY WRITER
Chamber No. 121
Sector 82, Noida, G.B. Nagar



Nitin Tyagi

Nitin Tyagi

For NILAYA INFRA PVT. LTD.

Nitin Tyagi
Director

ने निष्पादन स्वीकार किया ।

जिनकी पहचान राजकुमार त्यागी

जहाँगीर त्यागी

पेशा व्यापार/नौकरी/अन्य

निवासी 121 डुप्लेक्स-1 स्वर्णिम विहार से0 82 नोएडा

व संजय त्यागी
विजय सिंह त्यागी

पेशा व्यापार/नौकरी/अ

निवासी ग्राम मोरटा गा0बाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

Rajkumar Tyagi



Sanjay Tyagi



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा नविनकुमार एस0

उपनिबन्धक द्वितीय

गाजियाबाद

20/9/2017



AND

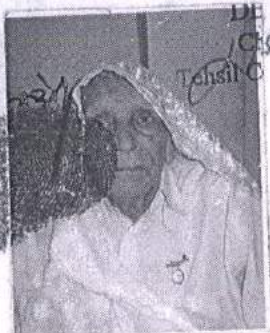
Smt. Kela Devi W/o Late Shri Jahangir Tyagi R/o 121, Duplex-1, Swarnim Vihar, Sector-82, Noida, G.B. Nagar & Shri Vijay Singh Tyagi S/o Late Ram Lal Tyagi R/o Village Morta, Distt. Ghaziabad, which expression shall unless contrary for repugnant hereinafter to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of Second.

Whereas M/s Nilaya Infra Pvt. Ltd. has agreed to create a consortium with Smt. Kela Devi W/o Late Shri Jahangir Tyagi & Shri Vijay Singh Tyagi S/o Late Ram Lal Tyagi and nominated to M/s Nilaya Infra Pvt. Ltd., as a lead member with an object of getting building plan of group housing project known as NILAYA GREENS, and other related works to developing and construction of Group Housing Project and arrange all expenditure in relation to develop the project. M/s Nilaya Infra Pvt. Ltd., as a lead member shall allot the flats to the buyers and receive payments from them and execute agreement with them, do all other works and activity related to the project. arrange all expenditure for the same and ensure the bank transaction including operation account belonging to project in question.

Kela Devi

Shri Tyagi

12/3/2012



[Signature]

For NILAYA INFRA PVT. LTD.

Kela Devi
Director

भापीदार

Registration No.: 1434

Year: 2,017

Book No.: 4

0101 निरतिन त्यागी प्रतिनिधि निलाया इन्फ्रा प्रा0लि0

राजकुमार त्यागी

बी-121 डुप्लेक्स-1 स्वर्णिम विहार रोड 82 नोएडा

व्यापार/नौकरी/अन्य



0102 अभित त्यागी प्रतिनिधि निलाया इन्फ्रा प्रा0लि0

राजकुमार त्यागी

121 डुप्लेक्स-1 रोड 82 नोएडा

व्यापार/नौकरी/अन्य



0103 केला देवी

जहाँगीर त्यागी

121 डुप्लेक्स-1 स्वर्णिम विहार रोड 82 नोएडा

ग्रहणी/नौकरी/अन्य

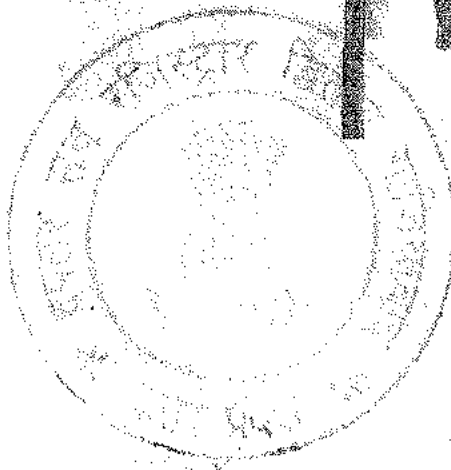


0104 विजय सिंह त्यागी

राम लाल त्यागी

ग्राम गोरहा गा0वाट

व्यापार/नौकरी/अन्य



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 Nilaya Infra Pvt. Ltd., a Company incorporated under the provision of the companies Act, 1956, having its registered office at B-15, First Floor, Pandav Nagar, Delhi-92 and site office at Morta Raj Nagar Extension, Ghaziabad, 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 Village Morta known as 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.

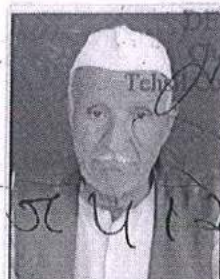
3. Role of Members:

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.

4. Project Management Structure:

M/s Nilaya Infra Pvt. Ltd. will construct the project and arrange the Finance for the project and look after the implementation of the project.

5. Funding and Basis Sharing the Expenditure & Remuneration:



SANJEEV KAUSHIK
DIRECTOR
Member No. 20,
Tel. Compound, Ghaziabad

For NILAYA INFRA PVT. LTD.

Sanjeev Kaushik
Director

गवाह

Registration No.: 1434

Year: 2017

Book No.: 4

W1 राजकुमार त्यागी

जहंगीर त्यागी

121 झुपड़ेवस-1 स्वर्णिम विहार से 82 नोएडा

व्यापार/नौकरी/अन्य

Rajkumar Tyagi



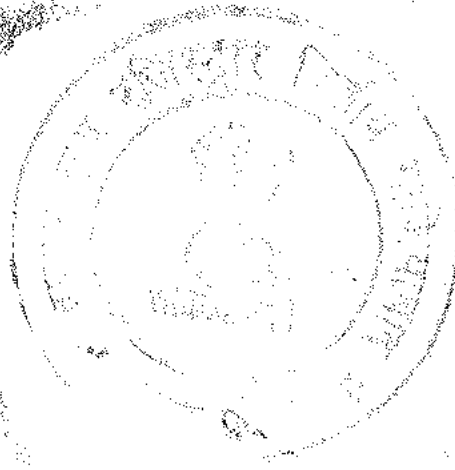
W2 संजय त्यागी

विजय सिंह त्यागी

ग्राम मोरटा गाँवबाद

व्यापार/नौकरी/अन्य

Sanjay Tyagi



a) It is decided that up to the allotment of flat in the project namely "NILAYA GREENS" 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.

6. Bank account/Validity:

That bank account(s) may be opened in the name of the Lead Member M/s Nilaya Infra 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 member of the consortium.

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 applicable laws, the laws of India 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.

Nilaya Infra

Nilaya Infra

Nilaya Infra

For NILAYA INFRA PVT. LTD.

Nilaya Infra
Authorised Signatory

राजपाल



09. Confidentiality/Term:

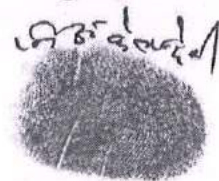
Both the members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of the project under the Consortium, shall be treated as strictly confidential by the other 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.

10. Miscellaneous/Liability:

Nothing in this shall be constructed 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. 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.

Nitin Kumar

[Signature]

[Signature]


For NILAYA INFRA PVT. LTD.

Nitin Kumar
Authorised Signatory

[Signature]
10/11/14



भारत सरकार
GOVERNMENT OF INDIA

नितिन त्यागी
Nitin Tyagi
जन्म तिथि / DOB: 01/07/1978
पुरुष / MALE

4501 1356 4127

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता आधार
आत्मज: राज कुमार त्यागी, एच.न.
121, डुप्लेक्स, स्वर्णिम विहार,
सेक्टर-82, नोएडा, गौतमबुद्ध नगर,
उत्तर प्रदेश - 201304

Address:
S/O: Raj Kumar Tyagi, H.No-
121, Duplex, Swarnim Vihar,
Sector-82, Noida, Gautam
Buddha Nagar, Uttar Pradesh
- 201304

भारत निर्वाचन आयोग
प्रधान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD
ZMR0722223

निर्वाचक का नाम : विजय सिंह
Elector's Name : Vijay Singh
पिता का नाम : रामलाल
Father's Name : Ram Lal
लिंग / Sex : पुरुष / Male
जन्म की तारीख : XX/XX/1943
Date Of Birth

पता : 145 अ, मोरदा-2, गिझाबाद
जिला - गिझाबाद (उ.प्र.)-201001
Address : 145 A, Morada - 2, Ghaziabad
Tehsil - Ghaziabad
Distt. Ghaziabad (U.P.)-201001
Date : 26/04/2009
54-गुजरात निर्वाचन क्षेत्र के
निर्वाचक संसदीय क्षेत्र अधिकारी
के हस्ताक्षर की अनुकृति
Facsimile Signature of Electoral
Registration Officer
for 54- Muradnagar
132/941

पत्र भरने पर, नये पते पर अपना नाम निर्वाचक नामावली
में दर्ज करवाने एवं उस क्षेत्र पर हकी नमबर का कार्य नहीं
कै लिए संबंधित कार्य में एवं कोई नमबर का कार्य नहीं
In case of change in address, mention this
Card No. in the relevant Form for including
your name in the roll at the changed address
and to obtain the card with the same number.

भारत निर्वाचन आयोग
प्रधान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD
ZMR0722249

निर्वाचक का नाम : विजय सिंह
Elector's Name : Vijay Singh
पिता का नाम : रामलाल
Father's Name : Ram Lal
लिंग / Sex : पुरुष / Male
जन्म की तारीख : XX/XX/1973
Date Of Birth

पता : 145 अ, मोरदा-2, गिझाबाद
जिला - गिझाबाद (उ.प्र.)-201001
Address : 145 A, Morada - 2, Ghaziabad
Tehsil - Ghaziabad
Distt. Ghaziabad (U.P.)-201001
Date : 26/04/2009
54-गुजरात निर्वाचन क्षेत्र के
निर्वाचक संसदीय क्षेत्र अधिकारी
के हस्ताक्षर की अनुकृति
Facsimile Signature of Electoral
Registration Officer
for 54- Muradnagar
132/950

पत्र भरने पर, नये पते पर अपना नाम निर्वाचक नामावली
में दर्ज करवाने एवं उस क्षेत्र पर हकी नमबर का कार्य नहीं
कै लिए संबंधित कार्य में एवं कोई नमबर का कार्य नहीं
In case of change in address, mention this
Card No. in the relevant Form for including
your name in the roll at the changed address
and to obtain the card with the same number.

भारत सरकार
GOVERNMENT OF INDIA

केला देवी
Kela Devi
जन्म तिथि / DOB : 02/05/1926
महिला / Female

9501 4525 5683

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: W/O: जहंगीर, एच नं. 121
डुप्लेक्स, स्वर्णिम विहार सेक्टर -
82, नोएडा, महारिषि नगर, गौतमबुद्ध
नगर, उत्तर प्रदेश, 201304

Address: W/O: Jahangir, H no- 121
Duplex, Swarnim Vihar Sector - 82, Noida,
Maharishi Nagar, Gautam Buddha Nagar,
Uttar Pradesh, 201304

9501 4525 5683

For NILAYA INFRA PVT. LTD.

Authorised Signatory



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

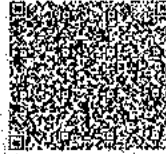
नामांकन क्रम / Enrollment No.: 2079/00059/00117

To
राज कुमार त्यागी
Raj Kumar Tyagi
S/O: Jhangir Tyagi
H no- 121, Duplex
Swarnim Vihar Sector - 82
Noida
Maharishi Nagar
Gautam Buddha Nagar Gautam Buddha Nagar
Uttar Pradesh 201304
9873170665

149153172
07/05/2014



ML491531727FT



आपका आधार क्रमांक / Your Aadhaar No. :

6042 0711 5800

आधार - आम आदमी का अधिकार



भारत सरकार
Government of India



राज कुमार त्यागी
Raj Kumar Tyagi
जन्म तिथि / DOB : 01/07/1955
पुरुष / Male



6042 0711 5800

आधार - आम आदमी का अधिकार



11. 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.

12. Arbitration:-

Both the members agree to settle amicable 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.

Handwritten signature

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Handwritten signature


For NILAYA INFRA LTD.

Handwritten signature
Authorised Signatory

Handwritten signature





BOARD RESOLUTION

RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF M/S NILAYA INFRA PVT LTD ON 10 MARCH 2017 AT THE MEETING HELD AT REGD. OFFICE OF THE COMPANY AT B-15, FIRST FLOOR, PANDAV NAGAR, DELHI - 110092

It is unanimously resolved that Mr. Nitin Tyagi & Mr. Amit Tyagi both s/o Sh. Rajkumar Tyagi are hereby authorized to sign, submit all the documents including Consortium agreement, Power of Attorney, or any other document, with Smt. Kela Devi w/o Late Jahangir Tyagi, resident of 121, Duplex-I, Swarnim Vihar, sec-82, Noida, G.B. Nagar, and Sh. Vijay Singh Tyagi s/o Late Sh. Ramlal Tyagi resident of village Morta Distt. Ghaziabad; pertaining to the Project Nilaya Greens, Morta Ghaziabad on behalf of the Company.

For NILAYA INFRA PVT. LTD.

Certified True Copy

Director

Nitin Tyagi

Specimen Signature of Mr. Nitin Tyagi



Amit Tyagi

Specimen Signature of Mr. Amit Tyagi



For NILAYA INFRA PVT. LTD.

Authorised Signatory

+91-85888 99909 / 19 info@nilayainfra.org www.nilayainfra.org

NILAYA INFRA PVT. LTD.

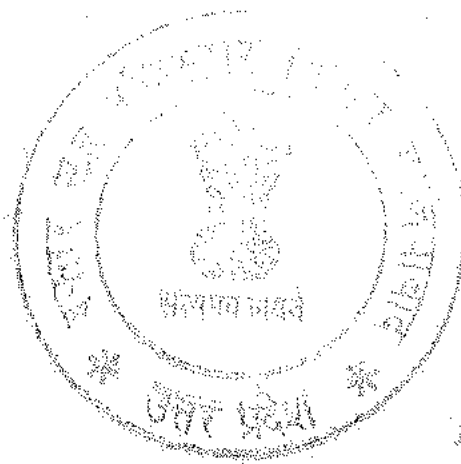
Regd. Address: B-15, 1st Floor, Pandav Nagar, New Delhi - 110092

Site Address: Khasra No. 1023, 1015, Near The Modern School,

NH-58, Raj Nagar Extn., Ghaziabad, Uttar Pradesh - 201003

CIN No.: U70101DL2013PTC254538

GSTIN No.: 09AAECN4382R2ZM



IN WITNESS WHEREOF the members have executed this

Consortium Agreement on this caused this consortium Agreement to be signed on their behalf in the manner set below:

20th Day of September, 2017

For M/s Nilaya Infra Pvt. Ltd.

Authorised Signatory of First Part

For Kela Devi & Vijay Singh Tyagi

Second Part

1.

2.

Witnessed as:

1. SH. RAGHUKUMAR TYAGI
S/O LATE SH. JOHANPUR TYAGI
A/O 121, DUPLEX, SWARNIM VIHAR
SECTOR 82, NOIDA

2. SH. SANJAY TYAGI
S/O LATE SH. VIJAY SINGH TYAGI
R/O VILLAGE MORTA GHAZIABAD

FOR NILAYA INFRA PVT. LTD.

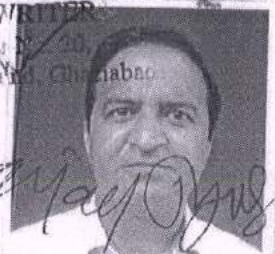
Authorised Signatory

[Signature] *[Stamp]*

[Signature]



SANJEEV KAUSHIK
DEED WRITER
Chamber No. 20,
Tehsil Compound, Ghaziabad



SANJEEV KAUSHIK
DEED WRITER
Chamber No. 20,
Tehsil Compound, Ghaziabad

आज दिनांक 20/09/2017 को

वही सं. 4 जिल्द सं. 472

पृष्ठ सं. 379 से 400 पर क्रमांक 1434

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Neha

शर्मा नवीनकुमार एस0

उपनिबन्धक द्वितीय

गाजियाबाद

20/9/2017

