

NITIN KUMAR

Advocate

Reg. No. UP/10940/10

Ch. No. 21, Tehsil Compound, Ghaziabad

Moh. - 9818690320

INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP85471182834322V

e-Stamp

ANUJ KUMAR GARG

LICENCE No. 32

TEHSIL GHAZIABAD

Certificate No.

: IN-UP85471182834322V

Certificate Issued Date

: 11-Aug-2023 12:49 PM

Account Reference

: NEWIMPACC (SV) up14010604/ GHAZIABAD SADAR/ UP-GZB

Unique Doc. Reference

: SUBIN-UPUP1401060466437179539627V

Purchased by

: MESSERS ASHRAY INFO SOLUTIONS PVT LTD

Description of Document

: Article 5 Agreement or Memorandum of an agreement

Property Description

: Not Applicable

Consideration Price (Rs.)

:

First Party

: MESSERS SHARDA GARMENTS PVT LTD

Second Party

: MESSERS ASHRAY INFO SOLUTIONS PVT LTD

Stamp Duty Paid By

: MESSERS ASHRAY INFO SOLUTIONS PVT LTD

Stamp Duty Amount(Rs.)

: 100

(One Hundred only)

Verified By

Registration Clerk
Ghaziabad

Locked By

Substrator-III
Ghaziabad



Please write or type below this line:

For Sharda Garments Pvt. Ltd.

Anindilyk
EMO

For Ashray Infosolutions Pvt. Ltd.

Anindilyk
Director

Important Note

1. The above copy of the Power of Attorney is to be used at www.e-StampIndia.com. It is a true copy of the Power of Attorney.
2. The stamp of the Notary Public is to be put on the Power of Attorney.
3. The date of issuing the instrument is to be written in the month.
4. If any discrepancy is found, inform the concerned authority.

For Aspirant Information Page 119

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Sachin



CONSORTIUM AGREEMENT
STAMP DUTY PAID Rs. 100/-

This CONSOITIUM Agreement is made at Ghaziabad on this 11th day of August, 2023 by between:

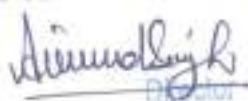
M/s. Sharda Garments Pvt. Ltd. (PAN. AAJCS2453F), Office 82, Defence Enclave, Delhi-92 through its Director **Mr. Arvind Singh Rathore** S/o Late Sh. Ram Pratap Singh R/o B-49, Shreshtya Vihar, Delhi-92, who is duly authorized to enter into agreement by Resolution dated 10-08-2023 passed by its Director, (hereinafter referred to as the **First Party/ Lead Member**, which expression shall unless it being repugnant to the subject or context mean and include the legal heirs, successors, receivers, administrators and permitted assigns).

AND

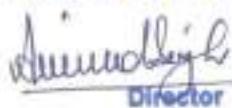
M/s. Ashray Info Solutions Pvt. Ltd. (PAN. AAFCA3526M), Office A-133, Sector-63, Noida, Gautam Budh Nagar through its Director **Mr. Arvind Singh Rathore** S/o Late Sh. Ram Pratap Singh R/o B-49, Shreshtya Vihar, Delhi-92, who is duly authorized to enter into agreement by Resolution dated 10-08-2023 passed by its Director, (hereinafter collectively referred to as the **Second Party/Other Member**, which expression shall unless it being repugnant to the subject or context mean and include the legal heirs, successors, receivers, administrators and permitted assigns).

WHEREAS the First Party/Lead Member is owner of Land Admeasuring 1.0705 Hectare, Related Khata No. 00183 Khasra No. 1082, Total Area 2.1410 part 1/2 Share i.e. 1.0705 Hectare, situated at Village Morta Pargana Jalalabad, Tehsil & Distt. Ghaziabad vide registered sale deed on 21-10-2010 entered in Book No. 1 Volume No. 4321 on pages 259 to 444 in Sr. No. 8079 on dated 21-10-2010 in the office of Sub-Registrar-II, Ghaziabad.

For Sharda Garments Pvt. Ltd.


Arvind Singh Rathore

For Ashray Infosolutions Pvt. Ltd.


Arvind Singh Rathore
Director

NITIN KUMAR
Advocate
Reg. No. UP/10940/10
Ch. No. 21, Tehsil Compound, Ghaziabad
Mth. : 9818690920




Nitin Kumar



आवेदन सं.: 202300739061932

विक्रय अनुबंध विलेख (विल्डर)

बही सं.: 1

रजिस्ट्रेशन सं.: 8295

वर्ष: 2023

प्रतिफल: 0 स्टाम्प शुल्क - 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग: 180

श्री मैसर्स शारदा गारमेन्ट प्रा लि द्वारा
 अरविन्द सिंह राठौर अधिकृत पदाधिकारी/ प्रतिनिधि,
 पुत्र श्री स्वराम प्रताप सिंह
 व्यवसाय: अन्य
 निवासी: बी-४९ ब्रेक्वा विहार दिल्ली



श्री. मैसर्स शारदा गारमेन्ट प्रा लि द्वारा
 अरविन्द सिंह राठौर अधिकृत
 पदाधिकारी/ प्रतिनिधि
 ने यह लेखपत्र इस कार्यालय में दिनांक 11/08/2023 एवं
 02:01:20 PM बजे
 निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प०५०० यादव
 उप निबंधक सदर नुसीब
 गाजियाबाद
 11/08/2023

 नवनीत कुमार
 निबंधक लिपिक
 11/08/2023

Director

प्रिंट करें



WHEREAS the First Party/Lead Member is owner of Land Admeasuring 0.0705 Hectare i.e. 750 Sq. Meter, Related Khasra No. 1089 Min., situated at Village Morta Pargana Jalalabad, Tehsil & Distt. Ghaziabad vide registered sale deed on 15-07-2011 entered in Book No. 1 Volume No. 4962 on pages 265 to 306 in Sr. No. 7182 on dated 15-07-2011 in the office of Sub-Registrar-II, Ghaziabad.

WHEREAS the First Party/Lead Member is owner of Land, Admeasuring 0.1380 Hectare i.e. 1380 Sq. Meter, Related Khasra No. 1090, situated at Village Morta Pargana Jalalabad, Tehsil & Distt. Ghaziabad vide registered sale deed on 15-07-2011 entered in Book No. 1 Volume No. 4962 on pages 307 to 370 in Sr. No. 7183 on dated 15-07-2011 in the office of Sub-Registrar-II, Ghaziabad.

WHEREAS the Secord Party/Other Member is owner of land, Admeasuring 1.0705 Hectare, Related Khata No. 00183 Khasra No. 1082, Total Area 2.1410 part 1/2 Share i.e. 1.0705 Hectare, situated at Village Morta Pargana Jalalabad, Tehsil & Distt. Ghaziabad vide registered sale deed on 21-10-2010 entered in Book No. 1 Volume No. 4322 on pages 1 to 186 in Sr. No. 8080 on dated 21-10-2010 in the office of Sub-Registrar-II, Ghaziabad.

WHEREAS the Second Party/Other Member is giving the said land to the Leading Member/ First Party for getting necessary sanctions of Maps, permissions, NOC's and approvals from Government Department and competent Development Authorities related to Development of said land on its own cost.

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

1. Lead Member

All the Consortium Members, have mutually decided to appoint **M/s. Sharda Garments Pvt. Ltd.**, having its registered Office 82, Defence Enclave, Delhi-92, as the Lead Member.

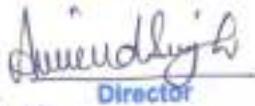
2. Date of Commencement/Principal Place

That this Consortium shall be deemed to have come into existence with effect from **03 March 2023**. The Principal place of Business of the Consortium shall be Ghaziabad, Uttar Pradesh.

For Sharda Garments Pvt. Ltd.


Director

For Ashray Infosolutions Pvt. Ltd.


Director

NITIN KUMAR
Advocate
Reg. No. UP/10940/1C
Ch. No. 21, Tehsil Compound, Ghaziabad
Mph.: 9818670320



आवेदन सं: 202300739061932

बही सं: 1

रजिस्ट्रेशन सं: 8295

वर्ष: 2023

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

श्री मैसर्स शारदा गारमेन्ट प्रा लि के द्वारा अरविन्द सिंह राठौर,
पुत्र श्री स्व राम प्रताप सिंह



निवासी: बी-४९ श्रेष्ठा विहार दिल्ली

व्यवसाय: अन्य

क्रेता: 1

श्री मैसर्स आश्रम इन्डो सोलायूशन प्रा लि के द्वारा अरविन्द कुमार
राठौर, पुत्र श्री स्व राम प्रताप सिंह



निवासी: बी-४९ श्रेष्ठा विहार दिल्ली

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री अनुज चौधरी, पुत्र श्री राजकुमार चौधरी



निवासी: दुर्याई गौतमबुधनगर

व्यवसाय: अन्य

पहचानकर्ता: 2

श्री हरीश पाल, पुत्र श्री बीर सिंह



निवासी: तहसील कम्पा गावाद

व्यवसाय: अन्य

ने की। प्रलक्षण भद्र साक्षियों के स्वीकार अनुसार लिए
गए हैं।

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

१० के० यादव
उप निवेदक: संदर लृतीय
गाजियाबाद
11/08/2023

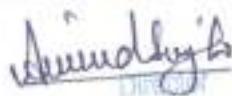
नवनीतकुमार
निबंधक लिपिक गाजियाबाद
11/08/2023

3. **Development in Consortium**

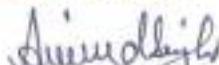
M/s. **Sharda Garments Pvt. Ltd.** shall act as a Lead Member of the Consortium. The Other Member of the consortium will cooperate fully with the Lead Member by providing all necessary documents related to land or anything, signatures or their physical presence at all time needed for the functioning of this consortium. The Other Member of this consortium are giving full rights to the Lead Member to do all prior developments necessary for procuring sanctions from competent Development Authority. All the expenses related to all the necessary sanctions, sanctions of Maps, development charge of Authorities, permissions, NOC's and approvals from Government Departments and competent Development Authorities related to Development of said land, application in RERA and presentation will be bear and borne by the Lead Member of the consortium **M/s. Sharda Garments Pvt. Ltd.**.

- (i) All Development done by First Party/Lead Member.
- (ii) All Expenses borne by First Party/Lead Member.
- (iii) The First Party/Lead Member Share is 55% and The Second Party/other Member share is 45%.
- (iv) If the First Party/Lead Member takes the loan from the Govt./Non Govt. Department. The Interest on loan amount will be paid by both party as share's ratio.
- (v) After the Development Plot/Villa/House shall be soled by the Consortium Members as for mutual understanding/share's ratio but the received sale amount divided in both party as share's ratio after deducting the development amount and expenses.
- (vi) That the both party shall pay GST or Income Tax as per received amount of share's ratio.
- (viii) The First Party/Lead Member will receive all amount in RERA account and after deducting amount expensed in development and other expenses related to the Project, the First Party/Lead Member will distribute amount to Second Party/Other Member by mutual consent/share's ratio.

For Sharda Garments Pvt. Ltd.



For Ashray Infosolutions Pvt. Ltd.


Anmol Singh
Director

2010 April 11 11:02:00 UTC

Director



4. Status

That the Second Party declares that the said land is free from all sorts of charges, liens, disputes, court injunction, prior sale, prior agreement to sell or any other encumbrance whatsoever. In the event any such encumbrance is found and/or notified, the Second Party as per its ownership shall immediately rectify the same at its own costs within fifteen days of its coming to notice. In case of default by the Second Party, the First Party shall be entitled to get the encumbrance removed at the cost of the Second Party.

5. Right & Duties of Members

That the any member of this consortium shall have no right to assign any of its benefits, rights under this agreement to any company, firm or person without obtaining the prior written consent from the other member of the consortium.

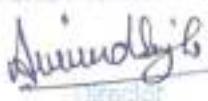
6. Governing Law/ Waiver

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

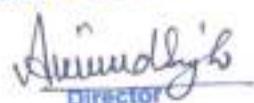
7. Confidentiality/ Terms

All the members shall be under obligation not to disclose any information of terms of the consortium Agreement to any third party. All documents and information exchanged between the Member, for the purpose of functioning of the consortium shall not be shared with any other outside agency except the related Government Departments.

For Shriram Garments Pvt. Ltd.


Anuaditya
DIRECTOR

For Ashray Infosolutions Pvt. Ltd.


Anuaditya
DIRECTOR

NITIN KUMAR

Advocate

Reg. No. UP/10940/10

Ch. No. 21, Tehsil Compound, Ghaziabad

Moh. : 9818680320



NITIN KUMAR

Advocate

Reg. No. UP/10940/10

Ch. No. 21, Tehsil Compound, Ghaziabad

Moh. : 9818680320



For Aparnaa Interactions Pvt. Ltd.

Director





भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

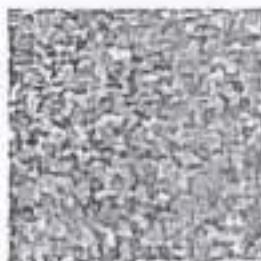
नामांकन क्रमांक / Enrollment No.: 0637/11217/02892

To
अरविन्द सिंह राठौर
Arvind Singh Rathore
S/O: Ram Pratap Singh,
B-49,
SWASTHYA VIHAR,
VTC: Shakar Pur Baramad,
PO: Shakarpur,
Sub District: Gandhi Nagar, District: East Delhi,
State: Delhi,
PIN Code: 110092,
Mobile: 8587890008

146264253



MG462642535FI



आपका आधार क्रमांक / Your Aadhaar No.:

7126 5206 0637

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Issue Date: 13/04/2013

अरविन्द सिंह राठौर
Arvind Singh Rathore
जन्म तिथि / DOB: 10/04/1963
पुरुष / Male

०९८०९९१८०९

Arvind Singh Rathore

7126 5206 0637

मेरा आधार मेरी पहचान



1888-8988-8888

8. Miscellaneous/Liability

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 terminations of the Consortium Agreement, to other member of this Consortium Agreement. No member 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 of otherwise.

9. Notice

Any notice required pursuant to the Consortium Agreement Shall be given in writing and shall be delivered by hand under Acknowledgement or sent by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

10. Termination

This Consortium agreement shall be terminated upon the arrival of the first of the following event:-

- Rejection of the proposal by the Government of Uttar Pradesh.
- Upon completion of project.

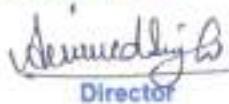
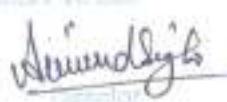
11. Arbitration

All the members agree to settle amicable all dispute arising out of or concerning the consortium agreement. In the event of the members failing to amicably resolve any dispute in the event of the manner, the matter shall be referred to the arbitrator to decide mutually, whose decision shall be binding on all the members.

IN WITNESS WHEREOF of members have executed this Consortium Agreement on this 11th day of August, 2023 and have caused this Consortium Agreement to be signed on their behalf on the manner set below.

For Shemba Garments Pvt. Ltd.

For Ashray Infosolutions Pvt. Ltd.


Director

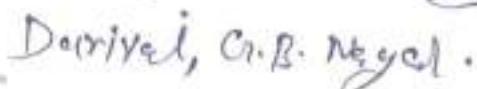
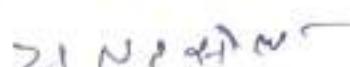
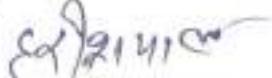
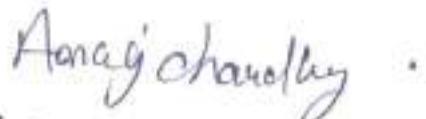
First party

Second Party

Witness:-



2.



NITIN KUMAR
Advocate
Reg. No. UP/10940/10
Ch. No. 21, Tehsil Compound, Ghaziab.
Moh. : 9818880320

आवेदन सं०: 202300739061932

बही संख्या । जिल्द संख्या 17957 के पृष्ठ 65 से 90 तक क्रमांक 8295 पर
दिनांक 11/08/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ए० के० यादव
उप निबंधक : सदर तृतीय
गाजियाबाद
11/08/2023

