



INDIA NON JUDICIAL

Government of Uttar Pradesh

VIVEK KUMAR GUPTA
1180, Tenth Compound Ghaziabad
Mob.: 9999883638

e-Stamp

VISHAL GOEL
Licence No. 450
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Ch. No. 7B.

Certificate No. : IN-UP65376053876860U
Certificate Issued Date : 30-Nov-2022 04:40 PM
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Unique Doc. Reference : SUBIN-UPUP1400080423872347187789U
Purchased by : VINAY KUMAR
Description of Document : Article 19 Certificate or other Document
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : VINAY KUMAR
Second Party : AIS DEVELOPER LLP
Stamp Duty Paid By : VINAY KUMAR
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)



Verified By
Registration Clerk
Ghaziabad
Locked By
Sub Registrar
Ghaziabad

Please write or type below this line

Vinay Kumar

Aishwarya

PU 0002648648

Statutory Alert

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CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT ("Agreement") is executed at Ghaziabad on this 5th day of December, 2022.

BY AND BETWEEN

Mr Vinay Kumar s/o Sh. Budhi Ram Chaudhary resident of A-1/304, Rail Kunj, Sector 3, Vasundhara, Ghaziabad-201012 hereinafter referred to as the "**FIRST PARTY**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, legal representatives, successors-in-interest and permitted assigns of the **FIRST PART** (PAN : ARCPK4272D, Aadhar No : 669581640543),

WITH

AIS Developer LLP (PAN : ABXFA3830C) having its office at **213, J S Arcade Sector 18 Noida Uttar Pradesh 201301** through its Designated Partner **Mr. Alok Kumar Garg s/o Late Shri Bhagwati Saran** resident of **Flat no 614, F-30, Mahagun Manor, Sector 50, Noida -201301 (PAN : ADLPK3018H, Aadhar No : 911721686294)** hereinafter referred to as the "**Lead Member**" and/or "**SECOND PARTY**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, legal representatives, successors-in-interest and assigns of the **SECOND PART**,

The First Party and Second Party shall hereinafter be individually referred to as the "**Party**" and collectively as "**Parties**"

WHEREAS:

- A. The Parties are keen to construct and develop a commercial building on Plot No CP-4/32, Sector 4, Gomti Nagar Extension, Lucknow, (hereinafter referred to as 'the Said Land') and Said Land was allotted by Lucknow Development Authority (hereinafter referred as Authority) vide Letter No.1258/vya.sale/22 dated 07.01.2022 and Agreement to Sell with Possession in respect to the said land was executed and duly registered in the office of Registration Officer, Sub Registrar, Sadar-II, Lucknow, as Registration No.9907 in Book No 1, Volume No.26116 on pages 119 to 142 on 31.05.2022.
- B. The Second Party is a Limited Liability Partnership engaged in real estate development and undertaking the construction, development and marketing of Real Estate projects and has requisite resources at its disposal to obtain the requisite approvals, permission etc., from the appropriate statutory authorities in this regard.

Vinay Kumar

For AIS DEVELOPER LLP
Alok Kumar Garg
Partner

आवेदन सं०: 202200739190300

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 14660

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 100 योग : 600

श्री विनय कुमार,
पुत्र श्री बुधिरम चौधरी
व्यवसाय : अन्य

निवासी: ए-1/304 रेल कुंज सै0-3 वसुंधरा गाजियाबाद 20102

Vinay Kumar

ने यह लेखपत्र इस कार्यालय में दिनांक 05/12/2022 एवं 10:51:09 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नवीन राय .

उप निबंधक : सदर पंचम
गाजियाबाद
05/12/2022

विश्वास वर्मा .
निबंधक लिपिक
05/12/2022

प्रिंट करें



12/5/22, 10:53 AM

- C. The Parties has expressed its willingness to develop commercial project on the said land, in accordance with the building plans sanctioned by the Regulatory Authority with applicable ground coverage of 50% and Floor Area Ratio (FAR) of 1.75.
- D. The Parties are fully aware about the status of the said land, liabilities, title, sanctions on the presentation of the First Party and both the parties have agreed to enter into this Consortium agreement.
- E. Thus relying on the above mentioned recitals, representations, declarations and assurances in respect of the Said Land and after deliberations held between Parties, the Parties has agreed to use exclusive rights of development of Commercial plot by the Second Party on the said land under the name and style of "The Galleria" (hereinafter referred to as the "said Project"), and as such have agreed to record the terms and conditions.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

1. **Definitions:**

- i) **Gross Revenue**, means all proceeds received from the prospective Purchasers/ Allottees on any account whatsoever including but not limited to cash flows, receipts and receivables by whatsoever name called including TDS or any other taxes or any other statutory deduction by the prospective purchasers, amounts deposited against provisional allotment/ booking/ sale of the Commercial space/units, creation of any right, title or interest or creation of any possessory or other right whether in full or part of saleable areas (inclusive all Common Areas) in the Project, amounts received in the escrow account including transfer charges, Preferential Location Charges, holding charges, cancellation charges/ damages, interest on delayed payments, security deposits, transfer fee/assignment charges/lease rentals underwrite fee/charges, amount received against buy-back scheme(s) or any other scheme not specifically mentioned in the instant agreement and revenue sharing arrangements collected from the customers/purchasers/ Lessees/ Assignees of Units in the Project, car parking, terraces, balconies, club membership fees (if any), provisional allotment, booking, external electrification charges, fire-fighting charges, power back, including but not limited to sinking fund, any extraordinary receipt from the prospective purchasers, forfeiture or otherwise, and maintenance deposit, Taxes all the receivables towards commercial Unit/spaces/shops or any other extra charge apart from regular charges levied on the customer for the purchase of the apartment.
- ii) **'Project'/'Commercial project'**, means Commercial Project under the name and style of "The Galleria" to be developed by the Second Party utilizing the FSI/FAR, which is subject matter of this Agreement on the Said Land.

2. **Basic Agreement:**

- i. It is hereby agreed by the Parties, to grant exclusive development rights to the Second Party by First Party to develop, construct, market and sell the commercial unit/spaces/shops to be developed on the said Land.

Vinay Kumar

For AIS DEVELOPER LLP
[Signature]
Partner

आवेदन सं०: 202200739190300

बही सं०: 4

रजिस्ट्रेशन सं०: 14660

वर्ष: 2022

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

श्री विनय कुमार, पुत्र श्री बुधिरम चौधरी

निवासी: ए-1/304 रेल कुंज सै-3 वसुंधरा गाजियाबाद 20102

व्यवसाय: अन्य

द्वितीय पक्ष: 1

Vinay Kumar

श्री मैसर्स ए आई एस डेवलपर एल एल पी के द्वारा अधिकृत पार्टनर
आलोक कुमार गर्ग, पुत्र श्री स्व भगवती शरण

निवासी: फ्लैट न 614, एफ-30 महागुन मेनर सै-50 नोपडा 201301

व्यवसाय: अन्य

Alok Kumar



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री हेमंत गुप्ता, पुत्र श्री मन मोहन गुप्ता

निवासी: थर्ड जी-21 राकेश मार्ग नेहरू नगर गाजियाबाद

व्यवसाय: अन्य

पहचानकर्ता : 2

Hemant Gupta



श्री अंकित गर्ग, पुत्र श्री मन मोहन गुप्ता

निवासी: थर्ड जी -21, मदन स्टीट के पास नेहरू नगर गाजियाबाद

व्यवसाय: अन्य

Ankit Garg



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

नवीन राय .

उप निबंधक : सदर पंचम
गाजियाबाद
05/12/2022

विश्वस वर्मा .

निबंधक लिपिक गाजियाबाद
05/12/2022

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे निधमानुसार लिए गए हैं।
टिप्पणी :

प्रिंट करें

- ii. The Second Party will pay the entire outstanding dues to the Lucknow Development Authority towards the Said Land along with all interest, penalty, extension charges, etc.
- iii. The Second Party shall further pay to the First Party 3% of its net profits before tax to the First Party after completion of the Project in terms of this agreement.
- iv. The Second Party shall open Escrow bank account as per rules and regulation defined in UP RERA having Master Collection Account, RERA Designated Account and Balance Amount Account.
- v. Master Collection Account: The entire Gross Revenue received by selling of commercial Units/spaces/shops on the Project shall be deposited in the said Master Collection Account. The Master Collection Account shall have irrevocable standing instructions, whereby out of the cumulative sums credited to the Master Collection Account, Escrow Bank shall automatically at the end of each day transfer: -
 - a. 70% of the total amount credited to the Master Collection Account to RERA Designated Account; and
 - b. 30% of the total amount credited to the Master Collection Account to Balance Amount Account;
- vi. RERA Designated Account: The Second Party shall open and maintain an Escrow Account, RERA Designated Account with the Escrow Bank. 70% of the amount received in Master Collection Account shall be deposited in RERA Designated Account.
- vii. Balance Amount Account: The Second Party shall open and maintain an Escrow Account, Balance Amount Account with the Escrow Bank. 30% of the amount received in Master Collection Account shall be deposited in Balance Amount Account. The said Balance Amount Account shall be used by the Second Party as per its discretion.
- viii. That all the approvals related to development of Project on the said land as required from/by LDA shall be the sole responsibility of the Second Party at its own costs and expenses and the First Party shall cooperate with the Second Party for the same and the First Party shall cooperate with the Second Party for the same.
- ix. The Second Party shall solely be responsible for the entire development of the Project, including but not limited to (i) conceptualizing, planning, engineering, procurement, coordination of the Project; (ii) appointing and controlling consultants, vendors, contractors in relation to development of the Project; (iii) overall marketing and sales of the Project and; (iv) all other statutory compliances (v) all payments for the same without any liability and responsibility of the First and Confirming Parties.



Vivek Kumar

VIVEK KUMAR GUPTA
Advocate
No-115B, Compound Ghaziabad
Mo-883638

Vivek Kumar

For AIS DEVELOPER LLP
Partner



पुस्तक
संख्या १०००
दिनांक १०/१०/२०१८

पुस्तक संख्या १०००

- x. That the Second Party shall construct the Project on the Said Land and market and sell the Project at its own costs and expenses and will share the profits with the First Party in terms of this agreement.
- xi. That the Second Party shall carry out the construction of the Project with due compliance of the applicable Laws, Rules and Regulations and Byelaws of the Government of Uttar Pradesh and LDA, tax clearances, permissions, or sanctions from the concerned authorities in force and shall remain personally responsible for any penalties or fines imposed due to contraventions on their part of the Laws, Rules, Byelaws in force.
- xii. That Second Party shall have a right to Construct, sell and receive entire Gross Revenue in the Master Collection Account from the sale of commercial units/spaces/shops against the FSI/FAR of the Project on the Said Land.
- xiii. That a General Power of Attorney shall be executed and registered by the First Party in favour of the nominee of the Second Party simultaneously at the time of execution of this Agreement, authorizing it to do all acts and work connected with the development, construction and completion of the Project, sale and marketing of the commercial units/spaces/shops in the Project to be constructed
- xiv. The Second Party comprises of three Partners and the Second Party shall not induct any new Partner in the LLP, however, the existing three partners can interse transfer their share in the LLP to any other Partner of the LLP or to any of his/her legal heirs or may be decided mutually.

3. Possession

As per mutual consent of both the Parties, physical peaceful possession of the Said Land has been taken by the Second Party so as to enable the Second Party to carry out survey of the Said Land and to prepare the design and business plan for development and construction on the said land in accordance with the terms of this Agreement. The Second Party shall continue to retain the vacant physical possession of the same.

4. Consortium Members

Subject to the terms and conditions of this agreement, the Second Party will be appointed as a Lead Member of the Consortium and take such steps as may be necessary for the development of the Project and Parties of this agreement will fulfill its obligations as defined in this agreement.

Vivek Kumar



VIVEK KUMAR G

No.-1100, Tehsil Compound
Mob.: 9999883638



For AIS DEVELOPER LLP

[Signature]
Partner



5. Roles and Responsibilities of Member of Consortium

- (a) The Second Party shall design, develop, construct, market and execute the entire Project "The Galleria" on the Said Land at its own cost subject to the terms and conditions of the map sanctioned by the Authority and in accordance with the terms of the Agreement to Sell with Possession dated 31.05.2022 and other applicable laws, rules and regulations and circulars issued by the appropriate authorities. The Project shall involve the following stages:
- Development, construction and financing the Project;
 - Marketing and sale of the said Project;
 - Bear all direct and indirect cost for the drawing approval, compounding expenses, completion etc. of the Project;
 - Delivery / Possession of Completed Units of Project to the respective Purchasers/Allotees;
 - To construct and maintain the external façade of the Project;
 - Register the Project with RERA as Developer as per rules and regulations thereunder;
 - Register with Income Tax Department, TDS, GST, Labour Department ESI, PF;
 - To lay and erect electrical distribution and to lay all vertical electrical cables within the Project and plot electrical panel room;
- (b) The Second party shall complete the Project as per RERA registration and shall get the final approval of the Building Plan of the Project by the concerned authority out of its own funds and resources.
- (c) All expenses involved in and for obtaining licenses for Project as per rules and Bye laws of the Government of U.P. and LDA, tax clearances, permissions, or sanctions from the concerned authorities shall be incurred and paid by Second Party only.
- (d) The entire cost of construction of the Project on the Said Land including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Security Fees, Electricity and Water Security Charges, any type of renewal charges, payable now or till the Project is completed payable to the Government and/or any other authority for the provision of peripheral or external services to the Said Land/Commercial Project, provision of air-conditioning facilities and fire-fighting equipment/arrangements, as may be prescribed by the Concerned Authority, shall be wholly to the account of the Second Party at its own cost as will be each and all development costs till the completion of the project.

V. May Kumar

For AIS DEVELOPER LLP
Asst. Partner
Partner



- (e) All the Liabilities/ Dues, taxes, charges such as property tax, electricity charges, water charges, parking charges, maintenance charges if any, found due with respect to FSI/FAR of the Project shall be borne and paid by the Second Party.
- (f) To get any other statutory approvals for the Project at its risk and cost.
- (g) For the purposes of the development of the Project, the Second Party shall have full authority to interface and deal with any concerned Authority including but not limited to submission of the draft plan, obtaining the Approval(s) and all such other approvals, licenses, no-objections as may be required under the Law. The Second Party shall have the full right and authority to apply for or agree to modifications to the Sanctioned Plan as may be considered proper by the Second Party from time to time at their risk and cost.
- (h) The Second Party shall manage the Project and the day-to-day affairs and shall be in full control and charge of the Project and will use its technical know-how, experience and expertise to manage and maintain the same as long as a society/association is formed for the management of the Project.
- (i) The Second Party or any Agency nominated by it shall have the sole right to maintain the completed building(s) of the Project and other areas/facilities as per the provisions of Applicable Laws and all the occupants of the Project shall be bound to observe the rules and regulations framed/ adopted by the Second Party and/or of any agency nominated by the Second Party. All decisions of the Second Party with regards to the maintenance shall be final and binding on all the occupants of the building(s) of the Project as per UP Apartment Act, 2010.
- (j) That the Second Party shall make timely payment as defined in Clause 2. The Second Party shall have full authority and power to develop the FSI/FAR of the at its absolute discretion in consonance with the terms and conditions of the Licenses/ Permissions/ Approvals and as per applicable by laws at its own cost and expenses with full authority and power to market/sell/ transfer the Project i.e. and the co-usage rights of common areas and facilities thereof.
- (k) The Second Party shall comply with the terms of the Agreement to Sell with possession dated 31.05.2022 and all other byelaws, rules, regulations, policies, laws and LDA norms as applicable for the construction of the Commercial Project.
- (l) In case of destruction of the Project due to Force Majeure the First Party shall not be liable to make good for the same and the Second Party shall repair the same at its own cost and expenses.
- (m) The Second Party shall solely be responsible for obtaining all requisite approvals, permissions, licenses and sanctions for the entire development of the Project. The Second Party shall apply for and obtain expeditiously and in a timely manner from the relevant authorities all approvals for development and construction of the Project that are required to be obtained by the Second Party for construction and completion of the Project and keep the same valid and subsisting throughout of the Project.
- (n) The Second Party shall appoint, employ or engage Consultants, Architects, Surveyors, Engineers, Contractors, Sub-Contractors, Labour, Workmen, Personnel (skilled and

Vinay Kumar



unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons and shall also take third party insurance of such persons. Second Party shall also be exclusively responsible for payment of wages, statutory dues, insurance, accident claim etc. of all its employees may be workmen, officials or otherwise who are engaged or working with the said Project at the site or otherwise. In such circumstances, on account of any unfortunate happening may be at the site or otherwise in any manner arising/concerning and connected to the proposed Project and any compensation in any manner becomes payable either to the workmen/officers or to their heirs or any other account connected and concerning the Project, the same shall be exclusive liability of the Second party.

- (o) The Second Party shall make payment and/or receive the refund of all deposits or other charges to and from all public or governmental Authorities or public or private utilities relating to the development of the Project paid by Second Party.
- (p) All documents for sale, transfer, allotment of Units/agreement to sell to be executed with the purchaser, lessees, licensees including Allotment Letter, Unit Buyer Agreement, Agreement to Sell, Conveyance Deed, Lease Deed, License Deed etc. shall be signed and executed by Second Party on behalf of the First Party as their duly constituted Attorney.
- (q) Any amounts payable to any of the customers upon cancellation/ termination of the Unit in the Project shall be refunded by the Second Party. The First Party shall however not be liable to refund/ repay any interest, penalty, damages that may be imposed upon Second Party for any delay or deficiency in delivery of the saleable unit, which shall be the sole liability of Second Party. The Second Party will keep First Party fully indemnified against any other claim, litigations which may occur on account of any such delay or deficiency in service by Second Party.
- (r) Any certified information data regarding costs estimates and costs incurred, sales, gross total revenue, the First Party's revenue share or any other information or data as may be required by the First Party for filing of any statutory or corporate returns, applications or compliances shall be furnished by Second Party to the First Party within 7 (seven) days of demand by the First Party or within such other time as may be mutually agreed between the Parties.
- (s) To abide by the norms and directions laid down in the various NOCs sought by the First Party for the entire project such as Environmental Clearance, Central Pollution Clearance, and Fire NOC etc. Under no circumstances provisional terms laid down in concerned approvals/ NOCs would be flouted so as to affect Development of the part or whole piece of land allotted to First Party.
- (t) That save and except as expressly agreed to be borne by the First Party as stated herein all the costs of the Project as stated herein right from the day of commencement of construction, till the Project is ready for occupation shall be the sole responsibility of the Second Party. Such costs shall also include cost of material and all costs of expenses for completing the Project in all respect till it is ready for occupation as per laws and directive of LDA, U.P and all other expenses and costs connecting and relating to the same including obtaining of part Occupation certificate and handing over possession of the units to the prospective Purchasers.

Vinay Kumar



- (u) The Second Party agrees that if any changes, additions, alterations, rectification or the like in the Building Plan of the Project are necessary for obtaining the occupation/completion certificate, the said additions, alterations, rectification etc. will be carried out by the Second Party at its own costs and expenses so that occupation/completion certificate/s is granted by the concerned authorities and the First Party shall cooperate with the Second Party for getting the same.
- (v) That the Second Party shall be entitled to apply for, obtain and retain the refund of all fees, deposits, etc. if any, made by it for the various permissions, sanctions, approvals from time to time, from the concerned authorities. If any refunds etc. are made in the name of First Party which has been paid by the Second Party, the same shall be reimbursed to the Second Party within 15 days of receipt of the same.
- (w) The First Party will cooperate with the Second Party for the completion of the Project to be constructed on the Said Land till its completion at the cost and expenses of the Second Party.
- (x) The First Party shall keep the title in respect of the Said Land free from all encumbrances and not to enter into any Agreement or arrangement and/or to create any right in favor of any person other than the Second Party in respect of the Said Land or any constructions thereon.
- (y) The Parties hereby authorizes the Second Party to sign/ execute and register the tripartite/ other agreements on behalf of the First Party and the First Party shall execute/ register the GPA including any other documents in favour of the Second Party providing such authorization in respect hereof.
- (z) The First Party shall Facilitate the Second Party with all the documents which may be required for getting approval, sanction and completion of the Project.
- (aa) The First Party shall provide full co-operation and assistance in this regard and undertakes not to cause any interruption in the same. First Party shall provide the Second Party copies of all communications received from various authorities regarding the said Land and the approval/sanctions which may be relevant to commencement and completion of the project and to sign and execute all necessary documents as may be required by concerned authorities for smooth execution of developmental work.

7. Indemnity:

- I. That each of the Parties hereby agrees to indemnify and keep each other indemnified against other party's liability, claims, danger or any other proceedings as a consequence of any act, omissions of the both Parties related to the Said Land development, construction, business module, operations etc. including any other obligations under this Agreement.
- II. The Second Party hereby undertakes to indemnify and shall always keep indemnified the First Party and the Confirming Party, its directors, its employees, workmen and its agents against all claims, demands, damages, penalties, costs or expenses, litigations, legal proceedings, accidental claims etc. of any kind, civil or criminal, whatsoever which may be against or to be incurred pursuant to conducting development of the said project or incidental to the development, due to any accident, or otherwise caused by any act, default or neglect of the Second Party or any of its employees or otherwise arising from breach of any of the provisions, undertakings representations and warranties and covenants of this

Vinay Kumar



Agreement. In case of destruction of the Project due to Force Majeure, the First Party shall not be liable to make good for the same and the Second Party shall repair the same at its own cost and expenses. The Second Party further agrees that it shall indemnify and keep indemnified defend and hold harmless First Party and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages (excluding any indirect or consequential losses) suffered, arising out of, or which may, inter alia, arise out of the following:-

- (i) any default in complying with the terms and conditions of the license, sanctioned building plan(s), approvals pertaining to the Project i and/ or
- (ii) delay in handing over possession of the Units of the Project to the buyers as per the terms of Agreement signed with them;
- (iii) defending First Party in case of any action by the Buyer(s) of the Project for any delay, deficiency in service or substandard goods or materials used as promised by the Second Party;
- (iv) all matters concerned with respect to payment by Second Party to its contractors, Vendors sub-contractors, workers or employees;
- (v) compliance with all legal requirements in respect of contractors, sub-contractors, workers or employees employed by Second Party in the Project;
- (vi) any type of accidents that may occur on account of any action, inaction or negligence on the part of the Second Party during the course of development of the Project;
- (vii) delay in completion of project and/ or getting completion certificate as agreed herein,
- (viii) default in making payments to First Party's of the units and/or to any third party as agreed herein,
- (ix) Deviation from the sanctioned plans or default in complying with any of the approval, licenses, building plans etc.
- (x) any claims, demands, suits, litigation and proceedings of any nature in respect of the Project pursuant to this agreement or arising out of any contravention by Second Party of any procedural or substantive laws, judicial decisions, arbitral decisions, statutes, constitutions, moratorium, ordinances, rules, regulations, standards, orders and other requirements (including those relating to the environment, hazardous materials, or health and safety) of any relevant Governmental Authority or by any third parties or on any other account whatsoever.
- (xi) any claim, demand or liability arising due to creation of any security/charge/hypothecation of the Project by the Second Party.

Vinay Kumar

For AIS DEVELOPER LLP

Partner



- III. In case any portion of the Said Land and/or construction on the Said Land or part thereof is ever taken away or goes out from the possession of the Second Party whether permanently or temporarily on account of any legal defect in the ownership and title, the First Party would be liable and responsible to make good the loss suffered by the Second Party. The First Party shall indemnify for such losses, costs, damages, fines, penalties and expenses accruing thereby to the Second Party on that account.

8. **Bank Guarantee:**

- I. All the Bank Guarantees to LDA/ the Competent Authorities required for the Project shall be furnished by the Second Party, irrespective of the fact that the First Party is called upon to furnish the same by the concerned authorities, as per statutory requirements and/or administrative directions or otherwise.
- II. The Second Party shall be entitled to refund of all fees, security deposits and other charges of whatsoever nature deposited by the Second Party with various statutory authorities with respect to the Project including any approval. The First Party undertakes and agrees that it shall pass such refund to the Second Party upon receipt of the same.

9. **Right to Mortgage:**

- I. The Second Party shall have the right to take loan/funding/ borrowing for construction of the Project from any scheduled Bank/ NBFC/Financial Institution or FDI partner not by way of creation of mortgage or encumbrance over the Said Land but by other modes including but not limited to creation of security/charge/ hypothecation of the superstructure of the Project, by creation of hypothecation/charge/ mortgage of personal assets (immovable and movable including shareholding in their own family companies) of Partners of Second Party and Gross Revenue subject to the terms and conditions of the Agreement to sell with possession dated 31.05.2022. All liability arising on the Said loan/borrowing taken by the Second Party, the Second Party shall bear all the costs and expenses to get the Said Security/Charge/Hypothecation and the First Party shall not be responsible for the same on any account whatsoever.
- II. The First Party shall cooperate with the Second Party for obtaining loan/borrowing facilities by the Second Party. The amounts that will be borrowed by the Second Party shall be deposited in a separate account and shall be used for the purpose of construction of the Project only and not for any other purposes.

10. **Specifications:**

That the building plans and construction for the said Project shall be in accordance and conformity with the Zonal Plan and Rules and Bye-laws of LDA and/or other Authority as may be prescribed from time to time.

11. **Force Majeure:**

That this Agreement shall be subject to force majeure circumstances which shall include pandemics, epidemics, earthquakes, floods, fire or any other natural calamities, strikes, disturbances/public commotion, declared war or issues relating to orders of any Competent

Vinay Kumar



 भारत सरकार
Government of India




आलोक कुमार गर्ग
Alok Kumar Garg
जन्म तिथि / DOB : 09/03/1958
पुरुष / Male



9117 2168 6294

आधार - आम आदमी का अधिकार

Signature

 आधार
भारत का विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O: भगवती शरण अग्रवाल, फ्लैट
नं. 614, प्लॉट नं. एफ-30, महागुन
मैनर, सेक्टर-50, नोएडा, नॉएडा,
गौतमबुद्ध नगर, नोएडा, उत्तर प्रदेश,
201301

Address:
S/O: Bhagwati Sharan Agarwal,
Flat No. 614, Plot No. F-30,
Mahagun Manor, Sector-50,
Noida, Noida, Gautam Buddha
Nagar, Noida, Uttar Pradesh,
201301

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1800 300 1947

 help@uidai.gov.in

 www
www.uidai.gov.in





भारत सरकार
GOVERNMENT OF INDIA



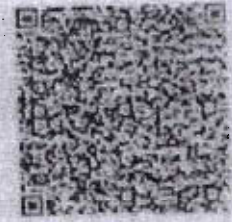
विनय कुमार

Vinay Kumar

जन्म तिथि/ DOB: 05/09/1980

पुरुष / MALE

6695 8164 0543



मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

आत्मज: बुधिराम चौधरी, ए-
1/304, रेल कुंज, सेक्टर-3,
वसुन्धरा, गाजियाबाद,
उत्तर प्रदेश - 201012

Address:

S/O: Budhiram Chaudhary, A-1/304,
rail kunj, sector-3, Vasundhra,
Ghaziabad,
Uttar Pradesh - 201012



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1800 300 1947



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P.O. Box No. 1947,
Bengaluru-560 001

Vinay Kumar



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड

Permanent Account Number Card

ARCPK4272D

नाम / Name

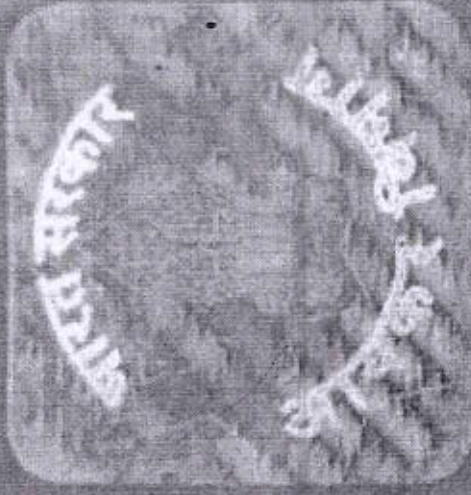
VINAY KUMAR

पिता का नाम / Father's Name

BUDHIRAM CHAUDHARI

जन्म की तारीख / Date of Birth

05/09/1981



Vinay Kumar

* PAN Application Digitally Signed, Card Not Valid unless Physically Signed





भारत सरकार
Government of India



अंकित गर्ग
Ankit Garg

जन्म तिथि / DOB : 18/09/1987
पुरुष / Male



6463 4886 1065

आधार - आम आदमी का अधिकार



भारत सरकार
Government of India



हेमंत गुप्ता
Hemant Gupta

जन्म तिथि / DOB : 07/11/1983
पुरुष / Male



2079 6715 3782

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: संबोधित: मन मोहन गुप्ता, Address: S/O: Man Mohan Gupta, 3-G-21,
3-जी-21, मदन स्वीट के पास, नेहरू Near Madan Sweet, Nehru Nagar,
नगर, गाजियाबाद, गाजियाबाद, उत्तर Ghaziabad, Ghaziabad, Uttar Pradesh,
प्रदेश, 201001 201001

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भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: संबोधित: मन मोहन गुप्ता, Address: S/O: Man Mohan Gupta, 3rd G -
तीसरा जी - 21, राकेश मार्ग, नेहरू 21, RAKESH MARG, Nehru Nagar,
नगर, गाजियाबाद, गाजियाबाद, उत्तर Ghaziabad, Ghaziabad, Uttar Pradesh,
प्रदेश, 201001 201001

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Vinay Kumar



Authority, Court, Tribunals including National Green Tribunal, relating to ownership of land which restrains/ prohibits the Second Party from proceeding with the Development.

12. Delay in Construction

In case the construction of Project is not completed within the stipulated period and for the said purpose extension of time is required from the authorities, in that event the Second Party shall be solely responsible for payment of all the costs for extension for the project.

13. Miscellaneous:

- i) This Agreement constitutes the entire understanding between the parties and there are no promises, assurances, undertakings or any other terms and conditions other than what is stipulated in this Agreement.
- ii) The provisions of this Agreement shall not be altered added to or omitted except in writing duly signed by both the parties.
- iii) It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. Similarly, if the agreement is capable of two constructions one imposing a plain meaning and one being the result of an implied meaning deriving from conduct of the parties or any other term herein contained, the plain meaning shall be preferred without reference to the other provision/s or conduct; no waiver or estoppel shall be deemed to accrue or arise by any conduct or failure to act.
- iv) The waiver of a breach of any provision of this Agreement shall not be construed as a waiver of any other provisions thereof or a waiver of subsequent breach of the same provision. The waiver, if any, has to be in writing.
- v) No title in land is being transferred through this agreement.

14. Mutual Notices:

All mutual notices shall be served upon the addresses given above.

15. Arbitration:

In the event of any dispute, differences, claims etc. of any nature whatsoever between the parties relating to this Consortium Agreement the same shall be solely and exclusively referred to the Sole Arbitrator mutually appointed by the First Party and the Second Party in accordance with the provisions of Arbitration and Conciliation Act, 1996. The decision of the sole Arbitrator shall be final and binding on the parties. The seat and venue of arbitration shall be at Ghaziabad. The Courts at Ghaziabad shall have the exclusive jurisdiction in the matter.

Vinay Kumar



VIVEK KUMAR

Advocate
No-115B, 1st Floor, Compound Gate
Mob: 98983638



IN WITNESS WHEREOF the parties have set their hands to this Agreement on this 5th day of December 2022.

<p>Signed and delivered by</p> <p><u>Vinay Kumar</u></p> <p>First Party</p> <p>Name: Vinay Kumar</p>	<p>Witnessed by:</p> <p><u>Hemant Gupta</u></p> <p>Name: Hemant Gupta</p> <p>Address: III G 21, Nehru Nagar Ghaziabad</p>
<p>Signed and delivered by</p> <p>For AIS DEVELOPER LLP</p> <p><u>Alok Kumar Garg</u> Partner</p> <p>Partner</p> <p>Name: Alok Kumar Garg</p>	<p>Witnessed by:</p> <p><u>Ankit Garg</u></p> <p>Name: Ankit Garg</p> <p>Address: III G 21, Nehru Nagar Ghaziabad</p>

VIVEK KUMAR GUPTA

Advocate

28 No-115B, Tehsil Compound Ghaziabad

Mob.: 9999883638

आवेदन सं०: 202200739190300

बही संख्या 4 जिल्द संख्या 2405 के पृष्ठ 173 से 208 तक क्रमांक 14660 पर
दिनांक 05/12/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नवीन राय .

उप निबंधक : सदर पंचम

गाजियाबाद

05/12/2022

प्रिंट करें

