

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

भारत
सत्यमेव जयते
INDIA

उत्तर प्रदेश UTTAR PRADESH

BM 0737

CONSORTIUM AGREEMENT

For TandT Infra Developers Pvt. Ltd.

Authorised Signatory

महेशपाल सिंह
सचिव

क्र. 47 स्टाम्प विक्रय की तिथि 8/10/2020

स्टाम्प तैयार करने का प्रयोजन

स्टाम्प प्रेषण का माध्यम व एड्रेस

स्टाम्प की मात्रा 1000

बाद में

Tandf INFRATE Developer No 2001

10/10/20

आवेदन सं०: 202000739065500

गाजियाबाद, गाजियाबाद

Shubha

भागीदारी विलेख

वही सं०: 4

रजिस्ट्रेशन सं०: 3541

वर्ष: 2020

प्रतिफल: 0 स्टाम्प शुल्क - 1000 बाजारी मूल्य - 0 फंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग: 180

श्री मैसर्स टेन्डट डवलपर्स प्रा लि द्वारा

तनुज शर्मा अधिकृत पदाधिकारी/ प्रतिनिधि

पुत्र श्री राजकुमार शर्मा

व्यवसाय: अन्य

निवासी: 85ए राधेश्याम पार्क पी एस जगतपुरी कृष्णा नगर दिल्ली



श्री, मैसर्स टेन्डट डवलपर्स प्रा लि द्वारा

तनुज शर्मा अधिकृत पदाधिकारी
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 09/10/2020 एवं

11:15:13 AM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्त

R

रघुवीर सिंह प्रभारी

उप निबंधक: सदर पंचम

गाजियाबाद

09/10/2020

गाजियाबाद सदर पंचम लिपि

निबंधक लिपिक



THIS CONSORTIUM AGREEMENT is made on 18 day of 10, 2020, at Ghaziabad.

BETWEEN

M/S TANDT INFRA DEVELOPERS PRIVATE LTD., having its Registered Office at 79, Sector-15A, Noida-201301 through its Director, Mr. Om Dutt Tyagi S/o Sh. Kanhaiya Lal Tyagi, who has been authorized in terms of the resolution dated 28.09.2020, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its assignees, executors and successor in interest etc.) hereinafter referred to as party of **FIRST PART**;

AND

M/s. Adarsh Nagar Pragatisheel Sahkari Awas Samiti Ltd., having its Office at G-276, HIG, Sctor-11, Pratap Vihar, Ghaziabad (U.P.)-201009 (hereinafter referred to as the "Samiti"), bearing Registration No.2600, is a registered cooperative housing society, in accordance with the provisions of Uttar Pradesh Cooperative Society Act, 1965 (herein called "Act 1965") and Uttar Pradesh Sehkari Samiti Niyamawali, 1968, (herein called "Rules of 1968") through its Secretary, Sh. Mahipal Singh s/o Late Sh. Mangat Singh Office at G-276, HIG, Sector-11, Pratap Vihar, Ghaziabad, hereinafter referred to as a party of **SECOND PART**.

For Tandt Infra Developers Pvt. Ltd.

Authorised Signatory

महीपाल सिंह
सचिव
आदर्श नगर प्रगतिशील सहो आवास
समिति लि, गजियाबाद



MAHIPAL SINGH KUSHI
Adv.
Tehsil Compt
Ghaziabad

आवेदन सं०: 202000739065500

बही सं०: 4

रजिस्ट्रेशन सं०: 3541

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त
भागीदार: 1

श्री मैसर्स टेन्ट डवलपर्स प्रा लि के द्वारा तनुज शर्मा, पुत्र श्री
राजकुमार शर्मा

निवासी: 85ए राधेश्याम पार्क पी एस जगतपुरी कृष्णा नगर दिल्ली

व्यवसाय: अन्य

भागीदार: 2

श्री मैसर्स आदर्श नगर प्रगतिशील सहकारी आवास समिति के द्वारा
महीपाल सिंह, पुत्र श्री मंगत सिंह

निवासी: जी-276 एच आई जी से 11 प्रताप विहार गा० बाद

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री रमन राघव, पुत्र श्री विक्रम सिंह राघव

निवासी: सी-59/5 गली नं० 3 मोहनपुरी नोर्थ दिल्ली

व्यवसाय: अन्य

पहचानकर्ता: 2

श्री हरीश चन्द, पुत्र श्री भूप सिंह

निवासी: जी-189 से 11 प्रताप विहार गा० बाद

व्यवसाय: अन्य

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए
हैं।
दिनांक:



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

रघुवीर सिंह प्रभारी
उपनिबंधक: सदर पंचम
गाजियाबाद

गाजियाबाद सदर पंचम लिपिक
निबंधक लिपिक

AND

TANDT INFRA DEVELOPERS PRIVATE LIMITED, is a Lead member / Developer hereinafter referred to as consortium members which expression unless repugnant to the context or meaning thereof be deemed to include its nominees, successors, legal heirs wholly subsidiaries and the permitted assigns.

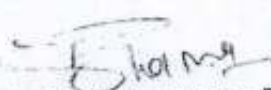
WHEREAS:-

- a) All the members intend to develop a residential housing project for development and construction* of Flats situated at Plot No.03/SP-05 Siddharth Vihar, Ghaziabad.
- b) The members have agreed to join hands in form of a consortium to provide the financial technical, managerial and other services for the said project on the terms and condition set forth in this consortium.

1. DEFINITIONS AND INTERPRETATIONS:

1.1 Definitions

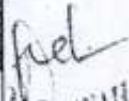
Capitalized terms used in this Agreement shall have their respective defined meanings and shall have same legal binding on Consortium Members, unless the context expressly or by necessary implication otherwise requires and none other, except its legal successors and permitted assigns;


For TandT Infra Developers Pvt. Ltd.

Authorized Signatory

महोपाल सिंह
सचिव
आदर्श नगर प्रगतिशील आवास
समिति लि०, गाजियाबाद




3
TANDT INFRA
DEVELOPERS
PRIVATE LIMITED
Ghaziabad

- 1.1.1 "Consortium" means the Consortium formed between the Members in accordance with this Agreement;
- 1.1.2 "State" means the State named in Agreement where the Project is located;
- 1.1.3 "Day" means the period between any one midnight and the next, and "Month" means a period of one month according to the English calendar commencing with first day of the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Lead Member" means the member who will take the lead in the Management of the Consortium's affairs.
- 1.1.6 "Member" means the Party of the First part which have agreed to form a consortium in connection with the Project;
- 1.1.7 "Project" means the undertaking or proposed or actual works in connection with which it intends or has commenced to proceed and requires services; -
- 1.1.8 "Services" means all the services to be performed by the Consortium member's; and
- 1.1.9 "Works" means the permanent works to be constructed, including the goods and equipment to be supplied to the Samiti, for the achievement of the Project;

F. Warming

For TandT Infra Developers Pvt. Ltd.

Authorised Signatory

[Signature]
महीपाल सिंह
सचिव

आदर्श नगर प्रगतिशील सहो आवास
समिति लि०, गाजियाबाद

NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER.

2. LEAD MEMBER:


- 2.1 Consortium members mutually decided to appoint **TANDT INFRA DEVELOPERS PRIVATE LIMITED**, as Private Developer and Lead Member.

3. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

- 3.1 The aim of this Consortium Agreement is for the development and construction of the residential Flats situated at Plot No.03/SP-05, Siddharth Vihar, Ghaziabad.
- 3.2 The Lead Member shall solely design, develop, finance, sell, operate and maintain the Flats/Apartments of all consortium members in this project and Lead Member will apply in Real Estate Regulatory Authority (RERA) for registering Project on behalf of all consortium members as a Main developer.
- 3.3 The Lead Member shall be authorized to negotiate the Flat/Apartments of all the consortium members.
- 3.4 The LEAD MEMBER shall handover the Tower A&B to the Second Part.


For TandT Infra Developers P. Ltd.

Authorized Signatory


महीपाल सिंह
सचिव
अमनश नगर प्रगतिशील सडो आवास
समिति लि०, गाजियाबाद

- 3.5 The LEAD MEMBER will sell their flats in Tower(s) C,D & E to the buyers and receive payments from them and execute agreement with them and ensure the bank transaction including operation account belonging to their towers in question without any interference.

4. FUNDING AND BASIS SHARING THE EXPENDITURE & REMUNERTION:

- 4.1 It is decided that upto the allotment of flat in the project, all cost towards development of project will be borne entirely by lead member.

- 4.2 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 Lead Member and their Friends and/or relatives.

- 4.3 Division of towers in the Project shall be divided by the Consortium Members as follows:

Members	Divison of Tower/s
TANDT INFRA DEVELOPERS PRIVATE LTD.	C, D & E
M/s. Adarsh Nagar Pragatisheel Sahkari Awas Samiti Ltd.	A & B

For TandT Infra Developers Pvt. Ltd.

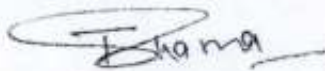
Authorised Signatory

महीपाल सिंह
सचिव

आदर्श नगर प्रगतिशील सहो आवास
समिति लि०, गाजियाबाद

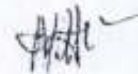
5. GENERAL TERMS AND CONDITIONS:

- 5.1 **Roles and Responsibilities:** Every member of the consortium shall be individually responsible for discharging his obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire project.
- 5.2 **Governing Law:** This Consortium Agreement shall in respect be construed 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 the later shall prevail.
- 5.3 **Force Majeure:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such of circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God, Government actions. In the event of force majeure, the members of the Consortium Agreement under-take to consult each other.
- 5.4 **Settlement of Disputes:** All 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 be final and binding.
- 5.5 **Waiver:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.



For TandT Infra Developers Pvt. Ltd.

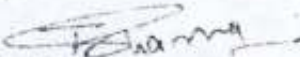
Authorised Signatory



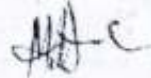
महीपाल सिंह
सावित्री

आदर्श नगर प्रगतिशील सहो आवास
समिति लि०, गाजियाबाद

- 5.6 **Liability towards Third Parties:** Subject always to such other undertakings and warranties as are provided for in this Agreement and the Contract, Lead Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or know how.
- 5.7 **Confidentiality:** All 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 this project, shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the Government of Uttar Pradesh.
- 5.8 **Notices:** Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgment or send by the facsimile to the party at the address appearing in the beginning of the Consortium Agreement.
- 5.9 **Modification Amendment:** The terms and conditions of this Consortium Agreement may be modified / amended as any be stipulated by the Government of Uttar Pradesh or mutually agreed by both.


For TandT Infra Developers Pvt. Ltd.

Authorised Signatory


महीपाल सिंह
सॉ. ए.
गुप्त नगर प्रगतिशील सहो आवास
समिति लि०, गाजियाबाद

6. VALIDITY:

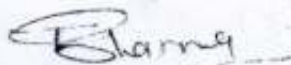
6.1 (1) **Termination of Consortium Agreement:** This Consortium Agreement shall be terminated upon the arrival of the first of the following events:

- (i) Upon Completion of the Project.
- (ii) Mutual consent of consortium members.

(2) The Consortium Agreement shall be valid and enforceable till the completion of the project.

6.2 Miscellaneous / Liability:

For the avoidance of doubt it is hereby clarified that the all members of the consortium shall be held individually responsible for the obligation mentioned Schedule-1 regarding their specific roles and responsibilities undertaken by them under this agreement.



For TandT Infra Developers Pvt. Ltd.

Authorised Signatory



महीपाल सिंह

सचिव

आदर्श नगर प्रगतिशील सहो आवास
समिति लि०, गाजियाबाद

SCHEDULE-1

Roles and Responsibilities of Each Individual Member of the Consortium

(Description of Roles and Responsibilities of each Individual Member of the Consortium)

Sr. No.	Type of Member	Roles and Responsibilities
1.	Lead Member TANDT INFRA DEVELOPERS PRIVATE LIMITED through its Director, Mr. Om Dutt Tyagi, 79, Sector-15A, Noida-201301	<ol style="list-style-type: none"> 1. To obtain requisite License, Permissions sanctions and approval for development, execution of development. 2. To design, develop, finance, sell, operate and maintain the Flats/Apartments of all consortium members in this project. 3. To apply for registration in RERA as Main Developer on behalf of all consortium members.
2.	Consortium Member -1 M/s. Adarsh Nagar Pragatisheel Sahkari Awas Samiti Ltd., Secretary /authorized representative, Sh. Mahipal Singh Office at G-276, HIG, Sector-11, Pratap Vihar, Ghaziabad	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charges.

For Tandt Infra Developers Pvt. Ltd.

Authorized Signatory

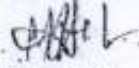
महीपाल सिंह
सचिव

आदर्श नगर प्रगतिशील सहकारी आवास
समिति लि., गाजियाबाद

IN WITNESS WHERE OF the lead member and consortium members have executed this Consortium Agreement and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

For and on behalf of:

M/s Adarsh Nagar Pragatisheel Sahkari Awas Samiti Ltd.


(Mahipal Singh)

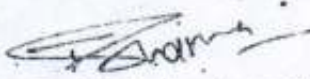
Secretary

For and on behalf of:

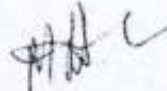
M/s. TANDT Infra Developers Pvt. Ltd.

(Om Dutt Tyagi)

DIRECTOR


For TandT Infra Developers Pvt. Ltd.

Authorised Signatory


महीपाल सिंह
सचिव
आदर्श नगर प्रगतिशील सहो आवास
समिति लि०, गाजियाबाद

For TandT Infra Developers Pvt. Ltd.

Authorised Signatory

महीपाल सिंह

सचिव

आदर्श नगर प्रगतिशील सहो आवास
समिति लि०, गाजियाबाद

WITNESS:-

1. Raman Raghav S/O: Sh. Vikram Singh Raghav,
R/O: C-59/5, Gali No-3, Mohanpuri, Maujpur,
North Earth Delhi-110053



VEDPAL SINGH KUSHWAH
Ch. No-80, Tehsil Compound,
Gandhi Nagar,
M-9810166078, 8130227990

2. Harish Chandra, S/O: Bhoop Singh,
R/O: G-189, Pratap Vihar, Sector-11, Block-G,
Ghaziabad, Uttar Pradesh-201009
(Aadhar Card No-3430 5076 0134)



VEDPAL SINGH KUSHWAH
Ch. No-80, Tehsil Compound,
Gandhi Nagar,
M-9810166078, 8130227990

Drafted By Vedpal Singh Kushwah Advocate Chamber No-80,
Tehsil Compound, Gandhi Nagar, Ghaziabad, (Mob-9871555785)

VEDPAL SINGH KUSHWAH

Advocate

Ch. No-80, Tehsil Compound,
Gandhi Nagar, Ghaziabad
M-9810166078, 8130227990

आवेदन सं०: 202000739065500

बही संख्या 4 जिल्द संख्या 994 के पृष्ठ 1 से 30 तक क्रमांक 354 पर
दिनांक 09/10/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रघुवीर सिंह प्रभारी
उप निबंधक : सदर पंचम
गाजियाबाद
09/10/2020

