



उत्तर प्रदेश UTTAR PRADESH



CONSORTIUM AGREEMENT

This **CONSORTIUM AGREEMENT** (in short "**Agreement**") is entered into 17th Day of May, 2019

AMONGST



1. **ELDECO INFRABUILD LIMITED**) a Company registered under the Companies Act, 1956/2013 through its Authorized Person Mr. Sunil Malhotra son of Sh. P.C. Malhotra, (herein "**Lead member**") having its registered Office at 201-212, 2nd Floor Splendor Forum, District Centre Jasola New Delhi 110025, which expression shall unless it be repugnant to the context or meaning thereof, include its successors, liquidators and assigns of the One Part.

For Eldeco Infrabuild Limited

[Signature]
Authorized Signatory 27/05/2020

AND

i. **BANYAN INFRA CON (P) LIMITED**, a Company registered under the companies act, 1956/2013 through its director Sri Devinder Pratap Singh son of Sh. Dignpal Singh having their principal place of business "G 8 Vikas Deep New Delhi centre Laxmi Nagar Delhi— 110092:

[Signature]
Dip Singh
Rajeev

[Signature]
V. Malhotra
Lacharuni

[Signature]
Rakesh Kumar

[Signature]
Rakesh Kumar
Najeeb

- ii. **POPULAR INFRA ITECH (P) LIMITED** a Company registered under the companies Act 1956/2013 or a firm or a person through its Director Mr Vikas Malhotra son of Jagmohan Malhotra having their principal place of business at BL-14 2nd Floor Anand Vihar Jail Road Hari Nagar, New Delhi;
- iii. **WELCOME INFRA DEVELOPERS PRIVATE LIMITED** a Company registered under the companies Act 1956/2013 or a firm or a person through its Director Mr Inderjeet Bhatia son of Kher Chand Bhatia having their principal place of business at BL-14 2nd Floor Anand Vihar Jail Road Hari Nagar, New Delhi;
- iv. **WELCOME LNFRABUILD PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 or a firm or a person through its Director Mr. Inderjeet Bhatia s/o Kher Chand Bhatia their principal place of business at BL-14, 2nd Floor L Block Anand Vihar Jail Road Hari Nagar New Delhi -110064;
- v. **GLAZE REALTECH PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 or a firm or a person through its Director Mr Varjeet Singh their principal place of business at (3-8, Vikasdeep, Distt Centre, Laxmi Nagar, New Delhi -110092;
- vi. **MARS BUILDTECH PRIVATE LIMITED** a Company registered under the Companies Act, 1956/2013 or a firm or a person through its Director Mr Hani Kumar Bhatia their principal place of business at BL-14, 2nd Floor, L Block, Anand Vihar, Jail Road, Hari Nagar. New Delhi -110064;
- vii. **BUILDTECH PRIVATE LIMITED** a Company registered under the Companies Act 1956/2013 or a firm or a person through Authorized Signatory Mr. Rajeev Kumar their principal place of business at D- 71 Gali No 3 Laxmi Nagar Delhi;
- viii. **MR. RISHI VANI** S/o Late Sri Prem Vani R/o Rampur Garden Bareilly a person in individual capacity;
- ix. **MR. RAKESH KUMAR AGARWAL** S/o Sri Ram Agarwal R/o Rampur Garden Bareilly,

hereinafter collectively referred to as "**Consortium Members**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

(The Lead Member and the Consortium Members are hereinafter

For Eldeco Infra Ltd Limited

Authorized Signatory

[Signature]
D.P. Singh
Rajeev

[Signature]
Vishalendra
Kumar

[Signature]
Nandini

[Signature]
Rakesh Kumar
Nagendra
Ding



collectively referred as "**Parties**" and individually as "**Party**")

WHEREAS

- A. The Consortium Members are owner and in possession of various parcel of land and in process of acquiring further parcel of land for development (herein "**Said Land**") at Nainitai Road Bareilly falling in Village Bilwa, Village Dohna Pritam Rai and Village Piperia, District Bareilly, Uttar Pradesh.
- B. The Consortium Members intend to develop a residential township on the Said Land (herein "**Project**") in accordance with the provisions of policy framed by the concern authorities (as amended from time to time) in this regard.
- C. The Parties have agreed to join hands in the form of Consortium to provide the financial, technical, managerial and other services for the Project on the following terms and conditions:-

Now, Therefore, this Agreement witnesses as follows:-

In consideration of the mutual covenants of the Parties, the Parties the sufficiency whereof is hereby acknowledges and other good valuable consideration, the Parties have agreed as follows:

LEAD MEMBER:

Consortium Members have mutually decided to appoint **ELDECO INFRABUILD LIMITED.**, as a Private Developer and as a **Lead Member.**

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

- 2.1 The purpose of this Agreement is to specify the responsibilities of the Parties towards the execution of the Project including land assembly, preparation of detailed project report, securing of clearances, execution of development works, maintenance of services and management and disposal of properties and to set out further rights and obligation of the Parties supplementing but not conflicting with those present in this Agreement.

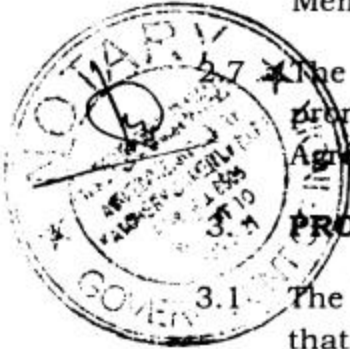


[Handwritten signatures]
Rajeev

[Handwritten signature]
V. Malhotra

[Handwritten signature]
For Eldeco Infrabuild Limited
Rakesh Kumar
27/01/2020
Authorized Signatory
[Handwritten signature]

- 2.2 The Lead Member shall be authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities for development of the Project.
- 2.3 The Lead Member shall be responsible to obtain from Government Authorities all permissions, no-objections and sanctions of layout plans, revised layout plans required for development of the Project as well as building plans/ revised building plans for construction.
- 2.4 The Lead Member shall deal with all Government Authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Project.
- 2.5 The Lead Member shall be responsible to make payment for all costs and expenses incurred in connection with the development, marketing and construction of the Project
- 2.6 The Lead Member shall be authorized to negotiate and allot/transfer the developed properties of the Consortium Members.



3.7 The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

PROJECT MANAGEMENT STRUCTURE:

3.1 The Lead Member shall act as a Private Developer. It is clarified that no land is being transferred by this Consortium Agreement.

4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:

- 4.1 All cost relating to the Project shall be borne by the Lead Member.
- 4.2 The Lead Member shall raise loans from the Financial Institution/ Banks by depositing title deeds of Consortium Members and execute mortgage deed by its signature for the Project and any shortfall in the financing of the Project shall be contributed by the Consortium Members, in the ratio of their shareholding. The Lead Member shall solely be authorized to create mortgage by its

[Signature]
P. P. Singh
 Partner

[Signature]
 V. Malhotra
 Receiver

[Signature]
 For Elders Infra Build Limited
 Rakesh Kumar
 Authorised Signatory
 27/01/2020
[Signature]
 Div. Nijalhari

signature against the properties of Consortium Members. The Consortium Members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.

4.3 Upon completion of the Project any profit and loss shall be shared by the Lead Member and Consortium Members in ratio of their shareholding.

5. **GENERAL TERMS AND CONDITIONS:**

5.1 **GOVERNING LAW:** This 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 Agreement and the said laws the later shall prevail.

5.2 **FORCE MAJEUR:** None of the Parties shall be held in default in the performance of the obligation under this Agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the Parties of the Agreement undertake to consult each other.

SETTLEMENT OF DISPUTES: All Parties agree to settle amicably all disputes arising out of or concerning this Agreement. In the event of the Parties 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 binding.

5.4 **WAIVER:** The waiver of any Party of any breach of any terms of this Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.

5.5 **TOTALITY:** This Agreement embodies the entire understanding of the members and there are no promises. terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Agreement. This



[Signature]
A.P. Singh
Rajeev

[Signature]
V. Malhotra
Kamini

[Signature]
Anurag Shukla
Anurag

For Eldeco Infrabuild Limited
[Signature] 27/04/2020
Authorised Signatory
Rakesh Kumar
[Signature]
Nagesh Jyoti

Agreement also supersedes all previous communications and other agreement between the Parties for the Project. The Agreement shall be valid and enforceable till the completion of the Project

5.6 **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of this Agreement to any third party. All documents and information exchanged between the Parties for the purpose of Project shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the concern Development Authority & Government of Uttar Pradesh.

5.7 **NOTICES :** Any notice required pursuant to this Consortium Agreement shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Agreement.

MODIFICATION AMENDMENT: The terms and conditions of this Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the Parties.

TERMINATION OF CONSORTIUM AGREEMENT: This Agreement shall be terminated upon completion of the Project.

5.10 **MISCELLANEOUS**

(a) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions thereof.

(b) In case of any change in the Consortium Members of the consortium, an amended Consortium Agreement shall be submitted to the authority by the Lead Member.

5.11 **LIABILITY:**

The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of its/his/her part under the terms and conditions of this Agreement.


P Singh
Rajeev



V Maheshwari
Ranjivani

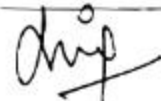

Maheshwar
Dip

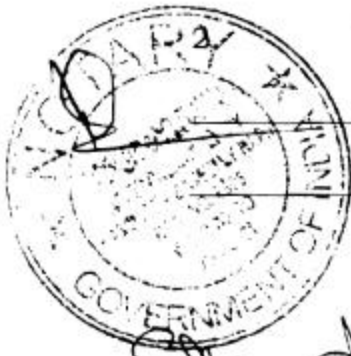

For Eldeco Infravaid Limited
27/04/2020
Rakesh Kumar
Nareet Singh
Authorised Signatory

IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this **Agreement** on this **17th day of May of 2019** at Bareilly.


WITNESSES:

1. 
ANIL UPADHYAY
R/o C-1, Munshi Nagar Bareilly.


SUSHIL KUMAR MISHRA
H.N-179 Jankali Street, B17




Rajeev


Vimalakshi
Karim


Pradyumn


Rakash Kumar
Najid

Notified By Sr. Sunil Malhotra
Member of the Director of Panch
Committee 19/5/19

Secretary
(Bareilly, U.P.)

For Eldeco Infravaid Limited

Authorized Signatory 27/05/2020