CONSORTIUM AGREEMENT

मत्यमेव जया

Stamp Duty :- 1000/- Rs.

This Consortium Agreement (hereinafter referred as Agreement) is made and executed at Baraut on this 4th day of October, 2019.

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 Mr. Ashwani Kumar S/o Mr. Satyapal Singh R/o 20/168, Arjunpuram, Baraut, Baghpat, Uttar Pradesh- 250611 (hereinafter called the "Lead Party", which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the First Part;



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2. Mr. Varun Kumar Tomer S/o Mr. Satyapal Singh R/o 20/168, Arthrauram, Baraut, Baghpat, Uttar Pradesh- 250611, (which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Second Part;

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- 3. Mr. Satyapal Singh S/o Mr. Kalyan Singh R/o 20/168, Arjunpuram, Baraut, Baghpat, Uttar Pradesh- 250611, (which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Third Part;
- 4. Mr. Surendra Pal Singh S/o Mr. Kalyan Singh R/o Gram Mahavatpur, Patti Khoba, Baraut, Baghpat, Uttar Pradesh- 250611 (which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Fourth Part;
- 5. Mr. Arvind Kumar S/o Mr. Raj Pal Singh R/o Gram Mahavatpur, Patti Khoba, Baraut, Baghpat, Uttar Pradesh- 250611 (which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Fifth Part;

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श्री अश्वनी कुमार आधार 353357076183 ,

पुत्र श्री सत्यपाल सिंह व्यवसाय : अन्य





नियासी: 20/168 अर्जुनपुरम बडौत तस्सील बडौत जिला बागपत

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ने यह लेखपत्र इस कार्यालय में दिनॉक 05/10/2019 एवं 04:00:27 PM बज़े हिबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हुस्साक्षर

प्रदीप कुमार प्र0 उपनिबंधक, बहौत

उप निबंधुक :यहौत

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- 6. Mr. Anirudh Kumar S/o Mr. Raj Pal Singh R/o Gram Mahavatpur, Patti Khoba, Baraut, Baghpat, Uttar Pradesh- 250611 (which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the SixthPart;
- 7. Ms. Rajbala W/o Mr. Raj Pai Singh R/o Gram Mahavatpur, Patti Khoba, Baraut, Baghpat, Uttar Pradesh- 250611 (which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Seventh Part;
- 8. Ms. Vijay Laxmi W/o Mr. Surendra Pal Singh R/o Gram Mahavatpur, Patti Khoba, Baraut, Baghpat, Uttar Pradesh- 250611(which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Eighth Part;
- 9. Ms. Vimlesh W/o Mr. Satyapal Singh R/o 20/168, Arjunpuram, Baraut, Baghpat, Uttar Pradesh- 250611(which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Nineth Part;
- 10. Ms. Archana w/o Mr. Virohit R/o 20/168, ArJunpuram, Baraut, Baghpat, Uttar Pradesh- 250611(which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Tenth Part;
- 11. Ms. Kamla Devi W/o Mr. Mahendra Singh R/o House No. 580, Sector 2, Kurushetra, Haryana (which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Eleventh Part;
- 12. Mr. Samarpal Singh S/o Mr. Balbir Singh R/o Gram Mahavatpur, Patti Khoba, Baraut, Baghpat, Uttar Pradesh- 250611(which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the Twelvth Part;



आयेदन सं॰: 201900735016963

| यही स॰: 4 | रजिस्ट्रेशन स॰: 168 | यर्थ: 2019 |
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| भागीदारः 1 | | |

श्री अश्वली कुमार आधार 353357076183, पुत्र श्री

सत्यपाल सिंह

नियासी: 20/168 अर्जुनपुरम बडौत तहसील बडौत जिला बागपत

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भागीदारः ३

श्री यहण कुमार लोमर आधार 440984146580, पुत्र

श्री सत्यपाल सिंह

निवासी: 20/168 अर्जुनपुरम बडौत तहसील बडौत

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झानीदारः 3

श्री सत्यपाल सिंह आधार 464208842329, पुत्र श्री

कल्याण सिंह

जिला बागपत



निवासी: 20/168 अर्जुलेपुरम बर्जेल लहसील बडौल व्यवसायः अन्य

भागीदार: 4

श्री सुरेन्द्रपाल सिंह अधिर 72,5915606, पुत्र औ कल्याण सिंह निवासी: साम महायत षागपत व्यवसाय: अव भागीदारः 5 $(1,1) \in \mathbb{R}^{d}$

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Each Party shall individually be referred to as a "Party" and collectively be referred to as the "Partles".

WHEREAS, all of the above mentioned parties are the legal owners of land, and jointly decided to enter into and execute this consortium Agreement with the object of development of Residential Colony Near Pashupeth, Delhi Sharanpur Road, Baraut, Uttar Pradesh (hereinafter referred as "Project") under the name of ABV Buildtech LLP (hereinafter referred as "Developer").

The Agreement and its terms and conditions witness hereinunder:

- 1. The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to pool their Land resources, cooperate with each other and jointly develop a Project as described above.
- 2. The Parties herein agree that no party shall withdraw from this Agreement during the execution of the Project for any reason, whatsoever.
- 3. The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by Government of Uttar Pradesh or any provisions of Law, as may be applicable to them.
- 4. The Parties hereby agree that the Party of the First Part shall act as the Lead Party for self and on behalf of the other parties and shall enter into and execute the Agreement on behalf of the other parties and undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project. The Lead Party is authorized to incur liabilities and receive instructions for and on behalf of any or all Parties to this Agreement.
- 5. The Parties herein also undertake to inform in time each other regarding any financial problems or other impediments which may have an impact on the timely execution of the Project and shall take all remedial measures to ensure successful performance of Project.





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- 6. Each Party shall be fully responsible, liable and accountable for all financial transactions under this Agreement and each Party shall pay its own taxes and make other statutory and mandatory payments / taxes / duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation as required.
- 7. The waiver of any party of any breach of any term of this Agreement shall not prevent the subsequent enforcement of the term and shall not be deemed to be waiver of any subsequent breach.
- 8. Parties shall be under obligation not to disclose to any outside party. All documents and information exchanged between the Parties for the purpose of the project under the Agreement shall be treated as "Strictly Confidential" by the other Party to this Agreement and shall not be shared by other outside agency except Government of Uttar Pradesh or as required by Law.
- 9. Any notice pursuant to this Agreement shall be given in writing and shall be delivered by hand under acknowledgement of sending by facsimile to the parties to this Agreement at the address appearing in the beginning of this Agreement.
- 10. The terms and conditions of this Agreement be modified/ amended as may be stipulated by Government of Uttar Pradesh and as mutually decided by Partles to this Agreement.
- 11. This Agreement shall be terminated upon the first of the following events:
 - Rejection of the proposal by Government of Uttar Pradesh or by provisions of Law
 - Upon completion of the Project
 - By mutual consent

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12. No other Parties can be admitted into this Agreement, without obtaining the prior written permission from the parties to this Agreement.

That the shares to this Agreement shall be mutually decided later



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श्रीमती कमला देवी आधार 504991535349, पत्नी श्री महेन्द्र सिंह

निवासी: 580 सेक्टर 2 कुरुक्षेत्र हरियाणा

च्यवसाय: अन्य

Kamla Davi भागीदार: 12

औ समरपाल सिंह आधार 369578498414, पुत्र औ बलवीर सिंह

निवासी: ग्राम महावलपुर तहसील बडौत जिला बागपत

व्यवसायः अन्य , 2257



ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ताः : 1

श्री संजीय कुमार आधार 798581429992, पुत्र श्री हरपाल सिंह

नियासी: ग्राम बायली तहसील बर्डांत जिला बागपत

व्यवसायः अन्य पहचामकर्ताः : 2

श्री प्रमेन्द्र आधार 576795696465, पुत्र श्री राजेन्द्र कुमार नियासी: बाम लिसाइ जिला शामली

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ने की । प्रत्यक्षतःभद्र साक्षियों के निशान अंगुठे उप निबंधक : बहौत

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14. That the roles and services of Parties to this Agreement shall be decided jointly with the consent to each party.

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- 15. That Once the project is completed, all the parties to this Agreement have agreed that the Project shall be developed by ABV BuildtechLLP duly incorporated under the provisions of Limited Liability Partnership, 2008 at the terms and conditions to be decided among parties.
- 16. This 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 Agreement and the said Laws, the Latter shall prevail.
- 17. All the parties agree to settle amicably all disputes arising out of or concerning with this Agreement. In the event of parties failing to amicable resolve any dispute, the matter shall be referred to Arbitrator to be decided mutually, whose decision shall be binding.
- 18. That this Agreement shall be valid and enforceable till the completion of the given project.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses





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Witness ;

1. Sanjeev Kumar S/o Sh. Harpal Singh R/o Patti Deshu, Vill. Baoli (Baghpat)

2. Parmendra S/o Rajendra Singh R/o Vill, Lisrh (Shamli)









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आवेदन सं॰: 201900735016963

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बही संख्या 4 जिल्द संख्या 91 के पृष्ठ 271 से 326 तक क्रमांक 168 पर दिनॉंक 05/10/2019 को रजिस्ट्रीकृत किया गया।

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छदाय कुमार प्रेण उपाणपपप, प्रथा छप निबंधक : बडौत

> बागपत 05/10/2019



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