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Certificate No.	:	IN-UP79324004707304U
Certificate Issued Date	:	15-Dec-2022 11:18 AM
Account Reference	:	NEWIMPACC (SV)/ up14070604/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP14070604519617085348 60U
Purchased by	:	T THREE PROMOTERS LLP
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	IFTIKHAR AHMED
Second Party	:	T THREE PROMOTERS LLP
Stamp Duty Paid By	:	T THREE PROMOTERS LLP
Stamp Duty Amount(Rs.)	:	1,000 (One Thousand only)

Verified By

Registration Clerk
Ghaziabad

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Subristrar-V
Ghaziabad

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For T-THREE PROMOTERS LLP

Authorised Signatory

JD 0014350474

Statutory Alert:

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तहसील बार एसोसिएशन
12378
गाजियाबाद

रजिस्ट्रार पंचम गाजि

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT ("Agreement") is executed at Ghaziabad on this 15TH day of December, 2022.

BY AND BETWEEN

Mr. Iftikhar Ahmed (PAN : ADRPA1569N AND AADHAR NO : XXXX XXXX 0677) son of Late Mohd. Ramzan resident of **Nirala, Eden Park, Ahinsa Khand-2, Indirapuram, Ghaziabad- 201010**, 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,**

For T-THREE PROMOTER[illegible] P

Authorised Signatory

आवेदन सं०: 202200739202710

अनुबंध विलेख/घोषणा पत्र

बही स०: 4 रजिस्ट्रेशन स०: 15044 वर्ष: 2022

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

श्री इफितखार अहमद ,
पुत्र श्री श्री मोहम्मद रमज़ान
व्यवसाय : अन्य
निवासी: निराला एडेन पार्क अहिंसा खण्ड -2 इंदिरापुरम गाज़ियाबाद

ने यह लेखपत्र इस कार्यालय में दिनाँक 15/12/2022 एवं 02:01:55 PM बजे निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नवीन राय .
उप निबंधक :सदर पंचम
गाजियाबाद
15/12/2022

विश्वास वर्मा .
निबंधक लिपिक
15/12/2022

प्रिंट करें

For 1 THREE PROMOTE
Authorised Sig

WITH

T-Three Promoters LLP (PAN NO : AAPFT3854Q) having its Registered Office at **GH-03, Sector-16, Greater Noida West, Gautam Budha Nagar, Uttar Pradesh 201308.**through its Designated Partner **Mr. Vinay Kumar (AADHAR NO : XXXX XXXX 0543)** , 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 **SECONDPART,**

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 NoCP-4/32A, Sector 4, Gomti Nagar Extension, Lucknow, (hereinafter referred to as 'the Said Land') and Said Landwas allotted to the First Party 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 No1, Volume No.26116on 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.

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.

For T-THREE PROMOTERS LLP

Authorised Signatory

आवेदन सं०: 202200739202710

बही स०: 4 रजिस्ट्रेशन स०: 15044 वर्ष: 2022

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

प्रथम पक्ष: 1

श्री इफितखार अहमद, पुत्र श्री श्री मोहम्मद रमज़ान

निवासी: निराला एडेन पार्क अहिंसा खण्ड -2 इंदिरापुरम गाज़ियाबाद

व्यवसाय: अन्य

द्वितीय पक्ष: 1

श्री टी-थ्री प्रोमोर्टस एलएलपी के द्वारा विनय कुमार, पुत्र श्री बुद्धिराम चौधरी

निवासी: ए-1/304 रेल कुंज सैक्टर 3 वसुंधरा गाज़ियाबाद

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री सुनीत कुमार , पुत्र श्री सर्वजीत राम

निवासी: फ्लैट न0 212 जनहितकारी सोसाइटी सैक्टर 6 वसुंधरा गाज़ियाबाद

व्यवसाय: अन्य

पहचानकर्ता : 2

श्री वसीम खान , पुत्र श्री नसीम खान

निवासी: कैला देहात गाज़ियाबाद

व्यवसाय: अन्य

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नवीन राय .
उप निबंधक : सदर पंचम
गाजियाबाद
15/12/2022

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।
टिप्पणी :

विश्वास वर्मा .
निबंधक लिपिक गाजियाबाद
15/12/2022

उपर सब रजिस्ट्रार पंचम गाजियाबाद

प्रिंट करें

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 First Party has agreed to grant exclusive rights of development of Commercial plots to 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/shopsor 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 1"**to be developed by the Second Party utilizing the FSI/FAR, which is subject matter of this Agreement on the Said Land.

For T-THREE PROMOTERS LLP

Authorised Signatory

2. **Basic Agreement:**

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

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 agreed to transfer fifteen percent of the saleable developed area on pro rata basis on lower ground floor, upper ground floor, first floor and second floor in the Project to the First Party 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. Seventy percent of the total amount credited to the Master Collection Account to RERA Designated Account; and

   b. Thirty Percent 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 LDAshall 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.

For T-THREE PROMOTERS LLP

Authorised Signatory

उपरार सब रजिस्ट्रार पंचम
सत्यमेव जयते
उत्तर प्रदेश

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.

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 over 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.

For T-THREE PROMOTERS LLP

Authorised Signatory

उपनिबंधक सब रजिस्ट्रार पंचायत
सत्यमेव जयते
उत्तर प्रदेश

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.

5. **Roles and Responsibilities of Member of Consortium**

(a) The Second Party/Lead Member shall design, develop, construct, market and execute the entire Project "The Galleria 1" 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 and comply with RERA Rules and Regulations;
- 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/Lead Member 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.

For T-THREE PROMOTERS LLP

Authorised Signatory

सहायक रजिस्ट्रार पंचम गाजियाबाद
सत्यमेव जयते
उत्तर प्रदेश

(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 Projecton 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.

(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.

For T-THREE PROMOTERS LLP

Authorised Signatory

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उत्तर प्रदेश
सत्यमेव जयते

(j) That the Second Party subject to compliance of the terms of this Agreement 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 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.

For T-THREE PROMOTERS LLP

Authorised Signatory

उप/सब रजिस्ट्रार पंचम गाजियाबाद
सत्यमेव जयते
उत्तर प्रदेश

(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) Second Party should 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 by Second Party 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.

(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.

For T-THREE PROMOTERS LLP

Authorised Signatory

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सत्यमेव जयते
उत्तर प्रदेश

(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. No title/land or interest is transferred in this agreement.

(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 First Party 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 consequences 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.

For T-THREE PROMOTERS LLP

Authorised Signatory

उपसब रजिस्ट्रार
सत्यमेव जयते
उत्तर प्रदेश

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 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 iand/ or

(ii) delay in handing over possession of the Units of the Projectto 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 Partyin the Project;

(vi) any type of accidents that may occur on account of any action, inaction or negligence on the part of the Second Partyduring the course of development of the Project;

For T-THREE PROMOTERS LLP

Authorised Signatory

सब रजिस्ट्रार पंचम गाजियाबाद
सत्यमेव जयते
उत्तर प्रदेश

(vii) delay in completion of projectand/ 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 ofthe Project by the Second Party.

III. In case any portion of the Said Landand/or construction on the Said Landor 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 of the First Party, 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 Partyupon receipt of the same.

For T-THREE PROMOTERS LLP

Authorised Signatory

सब रजिस्ट्रार पंचम गाजियाबाद
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9. **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.

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

11. **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.

12 **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.

For T-THREE PROMOTERS LLP

Authorised Signatory

दफ्तर सब रजिस्ट्रार पंचम गाजियाबाद
सत्यमेव जयते
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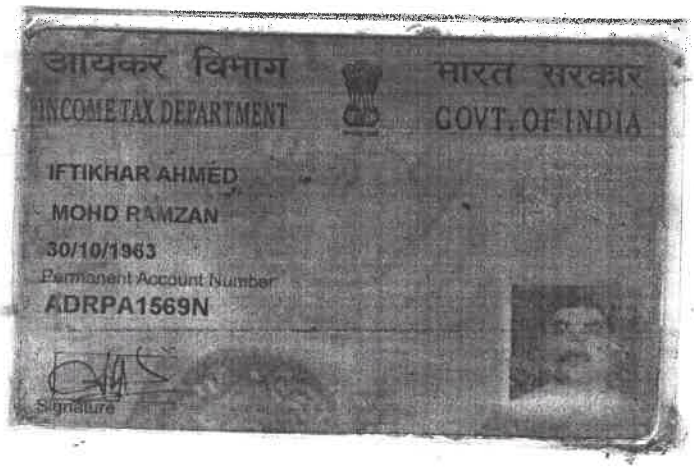


आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

IFTIKHAR AHMED
MOHD RAMZAN
30/10/1963
Permanent Account Number
ADRPA1569N

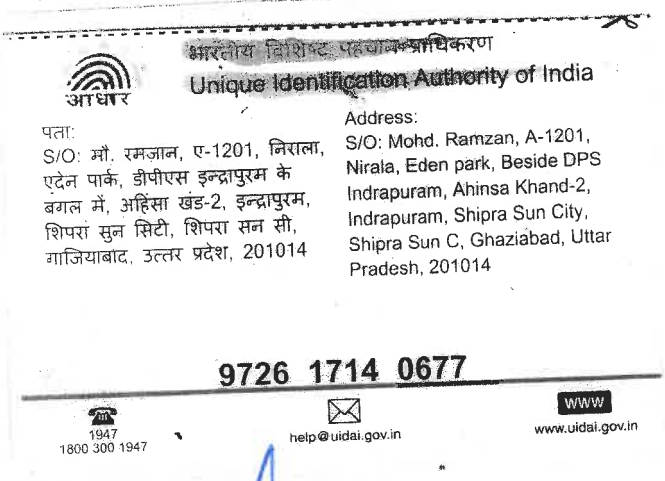
Signature

भारत सरकार
Government of India

इफ़्तिख़ार अहमद
Iftikhar Ahmed
जन्म तिथि / DOB : 30/10/1963
पुरुष / Male

9726 1714 0677

आधार - आम आदमी का अधिकार



आधार
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O: मो. रमजान, ए-1201, निराला, एडेन पार्क, डीपीएस इन्द्रापुरम के बगल में, अहिंसा खंड-2, इन्द्रापुरम, शिपरा सुन सिटी, शिपरा सन सी, गाजियाबाद, उत्तर प्रदेश, 201014

Address:
S/O: Mohd. Ramzan, A-1201, Nirala, Eden park, Beside DPS Indrapuram, Ahinsa Khand-2, Indrapuram, Shipra Sun City, Shipra Sun C, Ghaziabad, Uttar Pradesh, 201014

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उपनिबंधक सब रजिस्ट्रार पंचम गाजियाबाद
सत्यमेव जयते
उत्तर प्रदेश

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAPFT3854Q

नाम / Name
T-THREE PROMOTERS LLP

निगमन/गठन की तारीख
Date of Incorporation/Formation
09/07/2019

For T-THREE PROMOTERS LLP

Authorised Signatory

सत्यमेव जयते

भारत सरकार
GOVERNMENT OF INDIA

विनय कुमार
Vinay Kumar
जन्म तिथि/ DOB: 05/09/1980
पुरुष / MALE

6695 8164 0543

मेरा आधार, मेरी पहचान

Vinay Kumar

आधार
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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उप सब रजिस्ट्रार पंचम गाजियाबाद

भारत सरकार
GOVERNMENT OF INDIA

सुनीत कुमार
Suneet Kumar
जन्म तिथि/ DOB: 06/06/1985
पुरुष / MALE

5423 4914 4385

आधार-आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
आत्मज: सर्वजीत राम, फ्लैट नंबर-212, सेक्टर-6, जनहीतकारी सोसाइटी, वसुंधरा, वसुन्धरा, गाजियाबाद, उत्तर प्रदेश - 201012

Address:
S/O: Sarvjeet Ram, Flat Number-212, Sector-6, Janhitkari Society, Vasundhara, Vasundhra, Ghaziabad, Uttar Pradesh - 201012

5423 4914 4385

Aadhaar-Aam Admi ka Adhikar

सत्यमेव जयते

2/2

वसीम

Vasim

जन्म तिथि/ DOB: 04/06/1990

पुरुष / MALE

4734 3771 7390

मेरा आधार, मेरी पहचान

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भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार

पता:

S/O नसीम बरभुजो वाली
गली मेन बाजार, मोहल्ला
कटरा मुरादनगर,
गाजियाबाद,
उत्तर प्रदेश - 201206

Address:

S/O: Nasim, Barbhujo Wali Gali,
Main Bazar, Mohalla Katra
Muradnagar, Ghaziabad,
Uttar Pradesh - 201206

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Bengaluru-560 001

सब रजिस्ट्रार पंचायत
उत्तर प्रदेश

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.

13. **Mutual Notices:**

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

14. **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 Delhi. The Courts at Delhi shall have the exclusive jurisdiction in the matter.

For T-THREE PROMOTERS LLP

Authorised Signatory

उप सब रजिस्ट्रार पंचम गाजियाबाद
सत्यमेव जयते
उत्तर प्रदेश

IN WITNESS WHEREOF the parties have set their hands to this Agreement on this 15th day of December, 2022.

Signed and delivered by First Party Name: **Iftikhar Ahmed**	Witnessed by: Name: SUNEET KUMAR S/O SH. SARVAJEET RAM R/O FLAT NO 212, JANHITKARI SOCIETY SECTOR-6, VASUNDHARA, UP
Signed and delivered by For T-THREE PROMOTERS LLP T-Three Promoters LLP Authorised Signatory Authorized Signatory Name: Vinay Kumar	Witnessed by: Name: VASIM KHAN S/O NASEEM KHAN R/O KAILA DEHAT GHAZIABAD UP

आवेदन सं०: 202200739202710

बही संख्या 4 जिल्द संख्या 2421 के पृष्ठ 101 से 130 तक क्रमांक 15044 पर दिनाँक 15/12/2022 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नवीन राय .
उप निबंधक : सदर पंचम
गाजियाबाद
15/12/2022

उप/सह रजिस्ट्रार पंचम गाजियाबाद
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