



INDIA NON JUDICIAL
Government of Uttar Pradesh



IN-UP09177616658687V

e-Stamp

Certificate No. : IN-UP09177616658687V
 Certificate Issued Date : 09-Sep-2023 05:12 PM
 Account Reference : NEWIMPACC (SV)/ up14080004/ GHAZIABAD SADAR/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUP1408000413961331820701V
 Purchased by : IN INFRAESTATES LLP
 Description of Document : Article 4 Affidavit
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : IN INFRAESTATES LLP
 Second Party : Not Applicable
 Stamp Duty Paid By : IN INFRAESTATES LLP
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

ACC Name : JITENDRA SINGH
 LIC. NO. 305, CODE: UP14080004
 GHAZIABAD SADAR(U.P.) M. 7838330661



Affidavit Cum Declaration

Affidavit cum Declaration of Mr. Chandan Srivastava designated partner of M/s IN INFRAESTATES LLP ("Promoter") a partnership company duly authorized by the promoter of the proposed project "The Element, vide its/his/their authorization dated 17-07-2023, do hereby solemnly declare, undertake and state as under:-

1. That as per GDA executed agreement to sale last date of installment falls on 17.12.2028, whereas the project completion date is 31.03.2028 as map approved by the GDA is valid upto 31.03.2028.
2. That M/s ISHAAN INFRAESTATES INDIA PVT. LTD. ("Land Owner") has confirmed that all the installment due after 31.03.2028 as per the installment schedule shall be completed before 31.03.2028 to comply the section 17 of the RERA act.
3. M/s ISHAAN INFRAESTATES INDIA PVT. LTD. ("Land Owner") has confirmed that they will sign and execute sale deed infavour of the prospective buyer for the sold unit in compliance of section 17 of RERA act within the time frame prescribed therein.

Verification

The contents of my above Affidavit cum declaration are true and correct and nothing material has been concealed by me therefore.

Verified by me at on this day of 9th Sept. 2023.

Place : Ghaziabad
 Date: 09/09/2023

09 SEP 2023



ATTESTED

(Sandeep Sharma)
 Reg. No. 1186/98
 NOTARY PUBLIC
 Ghaziabad (U.F.)

[Signature]
 Deponent

[Signature]
 Deponent

Statutory Alert

1. The authenticity of the Stamp's verification should be verified by the user.
2. The user should verify the authenticity of the Certificate and its details.
3. In case of any discrepancy please inform the Competent Authority.



INDIA NON JUDICIAL



IN-UP08373468493889V

Government of Uttar Pradesh

SUNIL SHISHODIA

Deed Writer

Licence No - 74/2022

Ch. No -203, Advocate Tower Main

Tehsil Road Ghaziabad-201001

Certificate No. Mob - 9667142339

e-Stamp

406

त्रिलोक चन्द शर्मा

लाइसेन्स नं 59

नगरपालिका कार्यालय

IN-UP08373468493889V

08-Sep-2023 01:33 PM

NEWIMPACC (SV)/ up14070804/ GHAZIABAD SADAR/ UP-GZB

SUBIN-UPUP1407080412032140888931V

MESSERS ISHAAN INFRAESTATES INDIA P LTD

Article 5 Agreement or Memorandum of an agreement

Not Applicable

MESSERS ISHAAN INFRAESTATES INDIA P LTD

MESSERS IN INFRAESTATES LLP

MESSERS ISHAAN INFRAESTATES INDIA P LTD

1,000
(One Thousand only)



Verified
Registration
Chk
Completed
by
Registered
Contractor

Please write or type below this line

Ishaan Infraestates India Pvt. Ltd.

Authorized Signatory

IN INFRAESTATES LLP

RACH

Designated Partner

IRD 0014610094

Statutory Alert:

- The authenticity of the e-stamp certificate should be verified at www.ishaaninfra.com/ or using e-Stamp Mobile App at Stock Exchange.
- The e-stamp is only for the district in which Certificate was issued and is available for the website / Mobile App purchase, if any.
- The issue of cloning the e-stamp is on the users of the certificate.
- In case of any irregularity please inform the competent Authority.

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is executed at Ghaziabad on this 8th day of Sep, 2023.

BY AND BETWEEN

M/S- ISHAAN INFRAESTATES INDIA (P) LTD.,(CIN No. U45206UP2009PTC142608) a Company incorporated under the Companies Act, 1956 having its office at Ishaan Corporate Tower, Plot No. C-23, Sector-13, Vasundhara, Ghaziabad-201012 through its Authorized Signatory/ Director **Mr. Rajan Srivastava** Son of Sh. Ashok Srivastava, Resident of B-1101, JKG Heights, Sector-18, Vasundhara, Ghaziabad-201012 (Aadhaar No. 7081-7923-4831) duly authorized vide board resolution dated passed in a board meeting (hereinafter referred to as First Party") which expression shall unless repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assign of the **FIRST PART**.

WITH

M/S- IN INFRAESTATES LLP,(CIN NO. ABA-6632) a Limited Liability Partnership, incorporated as per Limited Liability Partnership Act, 2008, having its office at 201, 2nd Floor, F-8A, Vijay block, Laxmi Nagar, Delhi-110092 through its Partners **Shri Rakesh Mahajan** son of Late Shri Balraj Mahajan, Resident of J-801, Pearl Gateway Tower, Sector-44, Noida-201301 hereinafter referred to as the "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**"

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP



Designated Partner

अनुबंध विलेख/घोषणा पत्र

WHEREAS

A. The P...

वही सं०: 4

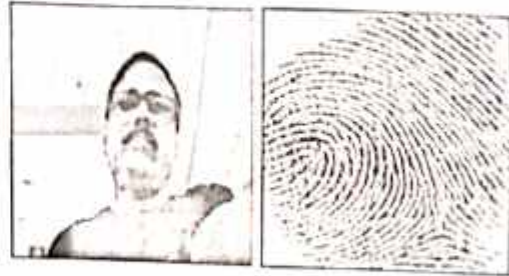
रजिस्ट्रेशन सं०: 406

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री इन इन्फ्राइस्टेट्स एल एल पी, पार्टनर द्वारा
राकेश महाजन अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री बलराज महाजन
व्यवसाय : अन्य
निवासी: एफ-8 ए विजय ब्लॉक लक्ष्मी नगर दिल्ली

Raksh



श्री, इन इन्फ्राइस्टेट्स एल एल पी, पार्टनर द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 08/09/2023
एवं 02:56:03 PM बजे
निबंधन हेतु पेश किया।

राकेश महाजन अधिकृत
पदाधिकारी/ प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सविता शर्मा प्रभारी
उप निबंधक :सदर चतुर्थ
गाजियाबाद
08/09/2023

शुभम . कुमार
निबंधक लिपिक
08/09/2023



WHEREAS:

A. The Parties are keen to construct and develop a residential and commercial project at Ghaziabad on mutual terms and conditions.

B. The Second Party is a Limited Liability Partnership firm 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 residential and commercial project in accordance with the building plans sanctioned by the Regulatory Authority with applicable ground coverage and FAR.

D. Thus, relying on the above-mentioned recitals, representations, declarations and assurances and after deliberations held between Parties, the Parties has agreed to use exclusive rights of development of residential and commercial project by the Second Party on the under the name and style of "The Element" (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:**

As used in this Agreement, the following terms shall have meanings (or the meanings set forth in the recited sections of this Agreement), ascribed to them hereunder:-

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP



Designated Partner

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

प्रथम पक्ष: 1

श्री ईशान इन्फ्रास्टेटेस इण्डिया प्रा० लि० के द्वारा राजन
श्रीवास्तव, पुत्र श्री अशोक श्रीवास्तव
निवासी: फ्लैट न०-बी-1101 प्लॉट न०-सी-9 जे के जी हाइट्स
से०-18 वसुन्धरा गाज़ियाबाद
व्यवसाय: अन्य
द्वितीय पक्ष: 1



श्री इन इन्फ्रास्टेटेस एल एल पी, पार्टनर के द्वारा राकेश
महाजन, पुत्र श्री बलराज महाजन
निवासी: एफ-8 ए विजय ब्लॉक लक्ष्मी नगर दिल्ली
व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

कुमारी शिखा, पुत्री श्री सुरेश कुमार

निवासी: 70 सुंदरपुरी गाज़ियाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री सुनील कुमार, पुत्र श्री फूल सिंह

निवासी: माधोपुरा गाज़ियाबाद

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

सविता शर्मा प्रभारी
उप निबंधक: सदर चतुर्थ
गाज़ियाबाद
08/09/2023

शुभम . कुमार
निबंधक लिपिक गाज़ियाबाद
08/09/2023

प्रिंट करे

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 Residential and 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"/"Residential and Commercial project"**, means Residential and Commercial Project under the name and style of **"The Element"** to be developed by the Second Party utilizing the FSI/FAR, which is subject matter of this Agreement.



SUN L
D
Lic. No.
Ch. No. 213, K...
Tehsil Road, Ch...
Mob.-9667142339

IN INFRAESTATES LI
RACH
Designated Partn

Ishaan Infraestates India Pvt. Ltd.

Authorized Signatory



2. Basic Agreement:

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 residential/commercial unit/spaces/shops to be developed.

Development Rights mean all rights, interest and entitlements with respect to the implementation, designing, development and construction of the Project, the right to sell and the right, authority and license, as detailed below, on execution hereof:

- i. To be in possession and to enjoy unrestricted, vacant and peaceful of the Total Project Land and enter into the Total Project Land with full, free, unhindered, unrestricted and unobstructed rights and liberty of way and passage and other rights in relation there to for undertaking, implementing and developing the Project and to enjoy all benefits in relation thereto, permitted under this Agreement;
- ii. To implement, design, construct and develop the Project on the Total Project Land and carry out all other necessary and ancillary activities in relation thereto;
- iii. To appoint architects, liaison agency, construction company, marketing agency and any other third-party agencies required by the Developer to start, sell and complete the Said Project;

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory



IN INFRAESTATES LLP


Designated Partner

Designated Partner

- iv. To be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management and development of the Project; and all other incidental and ancillary matters in relation thereto without the requirement for recourse to the Owners in relation to any matter.
- v. To be the sole authority to open and operate, bank accounts for collection of sale proceeds as may be required under RERA and Applicable Laws
- vi. To create such Encumbrance over the Total Project Land or the Development Rights as may be required by the Developer for the purposes of obtaining third party debt financing for the Project from banks and other financial institutions;
- vii. To undertake marketing and branding of the Project in the name of Developer solely;
- viii. To permit loans/housing finance to the prospective buyer(s) (mentioned hereunder) of the entire Project;
- ix. To sell/lease/transfer the Developer Units along with Saleable commercial area constructed on the Total Project Land subject to the terms of this Agreement;

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory;

IN INFRAESTATES LLP



Designated Partner

- x. To manage the Total Project Land and facilities constructed upon the Project Land during the implementation of the Project;
- xi. To undertake such other activities as may be required for the development of the Project and the Total Project Land, as may be mutually agreed in writing by the Developer and the Owners.
- xii. To assign and / or mortgage the Development Rights to any third party without prior permission/consent of owners

(II) Approvals- means all approvals, permissions, authorisations, no-objection certificates, consents, licenses, exemptions, rulings, clearances, permits, sanctions, licenses, commencement certificate, completion certificate, occupancy certificate, sanction of layout plans, sanction of building plans (and any amendments/modification/clearification there to) obtained and/ or required to be obtained and procured from any Governmental Authority including but not limited to Airport Authority of India, Civil Aviation, Ministry of Environment and Forest, Ghaziabad Development Authority (GDA) and/or any other Governmental Authority or entity as may be applicable and/or required for the development of the Land for construction and completion of the Designated Project on the Land.

(III) Effective Date means the date of execution of this Agreement, where after, the Parties shall be bound by the terms of this Agreement.

Ishaan Infraestates India Pvt. Ltd.

Authorized Signatory

IN INFRAESTATES LLP

Designated Partner

Encumbrance shall mean any mortgage, right of way, pledge, equitable interest, assignment by way of security or otherwise, conditional sales contract, hypothecation, right of other Persons, leases, claims, privilege, priority, security interest, encumbrance, defect in title, title retention agreement, interest, option, lien, charge, loan, sales, dispute, litigation, easement, encroachment or other condition, commitment, restriction or limitation of any nature, whatsoever, including any restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, negative covenant or condition and / or any other arrangement which has the effect of constituting a charge or security interest or other Third Party interest or a negative lien which could affect the construction and development and / or ownership of the Total Project Land, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same and shall include any breach or non-performance of the Owners' obligations under any approval or consent from any Authority as part of Owners' obligations.

VI. The Second Party will pay the entire outstanding dues to the Ghaziabad Development Authority towards the Land along with all interest, penalty, extension charges, etc. as and when due.

VII. The Second Party shall further pay to the First Party 10% of its net profits before tax to the First Party after completion of the Project in terms of this agreement and First acknowledge the same.

VIII. 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.

Ishaan Infraestates India Pvt. Ltd.

 Authorized Signatory

IN INFRAESTATES LLP

 Designated Partner

Master Collection Account: The entire Gross Revenue received by selling of residential/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.

X. 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.

XI. 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.

XII. That all the approvals related to development of Project on the land as required from/by GDA shall be the sole responsibility of the Second Party at its own costs and expenses (if any cost and expenses made by the first party that shall be reimbursed to first party in due course of time 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.

XIII 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 Party.

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP



Designated Partner

x. That the Second Party shall construct the Project on the 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 GDA, 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 residential/commercial units/spaces/shops against the FSI/FAR of the Project on the Land.

xiii. 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 inter-see 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

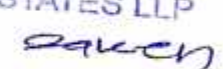
As per mutual consent of both the Parties, physical peaceful possession of the Land has been taken by the Second Party so as to enable the Second Party to carry out survey of the Land and to prepare the design and business plan for development and construction on the land in accordance with the terms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

Ishaan Infraestates India Pvt. Ltd.

 Authorized Signatory

IN INFRAESTATES LLP

 Designated Partner

Roles and Responsibilities of Member of Consortium

(a) The Second Party shall design, develop, construct, market and execute the entire Project "The Element" on the 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 11-04-2022 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 GDA, tax clearances, permissions, or sanctions from the concerned authorities shall be incurred and paid by Second Party only.

Ishaan Infraestates India Pvt. Ltd.

Authorized Signatory

IN INFRAESTATES LLP

Sanjay

Designated Partner

The entire cost of construction of the Project on the 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 Land/Commercial/Residential 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 and further amendments, if any.

Ishaan Infraestates India Pvt. Ltd.

Authorized Signatory

IN INFRAESTATES LLP

QAKCH

Designated Partner

That the Second Party shall make timely payment as defined in Clause 2(VI). 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 11-04-2022 and all other byelaws, rules, regulations, policies, laws and GDA norms as applicable for the construction of the Residential/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. 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.

Ishaan Infraestates India Pvt. Lt

Authorized Signatory

IN INFRAESTATES LLP

Designated Partner

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 and if require First party will sign these documents as a confirming party.

(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, Fire NOC, IGBC and Structure Vetting 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.

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP


Designated Partner

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 GDA, UP 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.

(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 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 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 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.

Ishaan Infraestates India Pvt. Ltd.

Authorized Signatory

IN INFRAESTATES LLP

[Signature]

Designated Partner

4) 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. (a) 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 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 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 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:-


Ishaan Infraestates India Pvt. Ltd.

Authorized Signatory

IN INFRAESTATES LLP
 RAKH
 Designated Partner

- any default in complying with the terms and conditions of the license, sanctioned building plans), 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:
- (vi) 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:
- (vii) 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 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.

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP



Designated Partner

any claim, demand or liability arising due to creation of any security/charge/hypothecation of the Project by the Second Party.

8. Bank Guarantee:

i. All the Bank Guarantees to GDA/ 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 by way of creation of mortgage or encumbrance over the S Land including but not limited to creation of security/charge/ hypothecation of the superstructure of the Project. 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.

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP



Designated Partner

d. 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 GDA 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 means:-

Any event or circumstance or a combination of events and circumstances which are outside the reasonable control of the Second Party or caused by any person other than the Second Party, which has an adverse effect on the development of the Project and includes:

- (a) Fire, flood, lightning, storm, typhoon, tornado, earthquake, landslide, subsidence, washout or epidemic, virus outbreak, lockdown, travel restrictions in relation to such lockdown, quarantine restrictions or other similar acts of God;
- (b) War (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, terrorism or civil disturbance;
- (c) Strikes, shortfall of raw material for building construction, unnatural increment of prices of building materials, industrial disputes and/or lockouts, directly or indirectly affecting the Project construction and/or interrupting supplies and services to the Project for a continuous period of 10 (ten) days in a year, for reasons not attributable to the affected Party and not caused by workers of the Developer and/or its contractors/sub-contractors;
- (d) Change in governmental policy, Laws, or regulations directly or indirectly affecting the Project, including but not limited to expropriation or compulsory acquisition by any government authority of any Project assets or rights, other than for reasons attributable to the affected Party; and

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP



Designated Partner

- (e) Any judgment or order of any court of competent jurisdiction or statutory authority in India including National Green Tribunal, having the effect of stopping development activity on the Project Land and not resulting from any act of omission or commission of the Developer.
- (f) Delay in sanction of building plans, delay in approvals, delay or denial in sanction and disbursement of loan/finance by Banks/ Financial institutions/ NBFC/private investor, for construction and completion of the said Project or delay or denial in sanction of home / commercial loan for prospective buyers/customers by Banks /Financial institutions/ NBFC, delay or non-payment by buyers/ customers in the Project.

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.

Ishaan Infraestates India Pvt. Ltd.


Authorized Signatory

IN INFRAESTATES LLP



Designated Partner

1) 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 provisions 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) The relationship between First party and Second Party shall be on principal-to-principal basis and nothing contained herein shall be deemed or construed as constituting an "Association of Person(s)" or "Joint Venture" between the Parties hereto.

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.

Ishaan Infrastates India Pvt. Ltd.

Authorized Signatory

IN INFRASTATES LLI

[Signature]

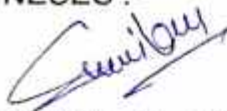
Designated Partner

IN WITNESS WHEREOF the parties have set their hands to this Agreement on this 8th day of Sep 2023.

Singed and delivered by	Witnessed by:
<hr/> First Party Name: Ishaan Infraestates India Pvt. Ltd.  Authorized Signatory	<hr/>  Name: Address:
Singed and delivered by	Witnessed by:
<hr/> Second Party Name: IN INFRAESTATES LLP  Designated Partner	<hr/>  Name: Address:
Singed and delivered by	

WITNESSES :-

1-



Ms. SHIKHA D/o DSURESH KUMAR

R/o 70, Suder Puri, Ghaziabad, Uttar Pradesh-201001.

Aadhar Card No. – 9468 0225 7404

2-




Mr. SUNIL KUMAR S/o Shri Phool Singh

R/o 167/1, Madhopura, Ghaziabd.

Aadhar Card No. – 4325 1146 2353

Drafted by :


SUNIL SHISHODIA
Deed Writer
Licence No. - 74/2022
Ch. No. -203, Advocate Tower, M-
Tehsil Road Ghaziabad-201001
Mob. 9667142439

SUNIL SHISHODIA
Deed Writer
Licence No. - 74/2022
Ch. No. -203, Advocate Tower, M-
Tehsil Road Ghaziabad-201001



आवेदन सं०: 202300739069783

बही संख्या 4 जिल्द संख्या 2639 के पृष्ठ 351 से 370 तक क्रमांक
406 पर दिनांक 08/09/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सविता शर्मा प्रभारी
उप निबंधक : सदर चतुर्थ
गाजियाबाद
08/09/2023

