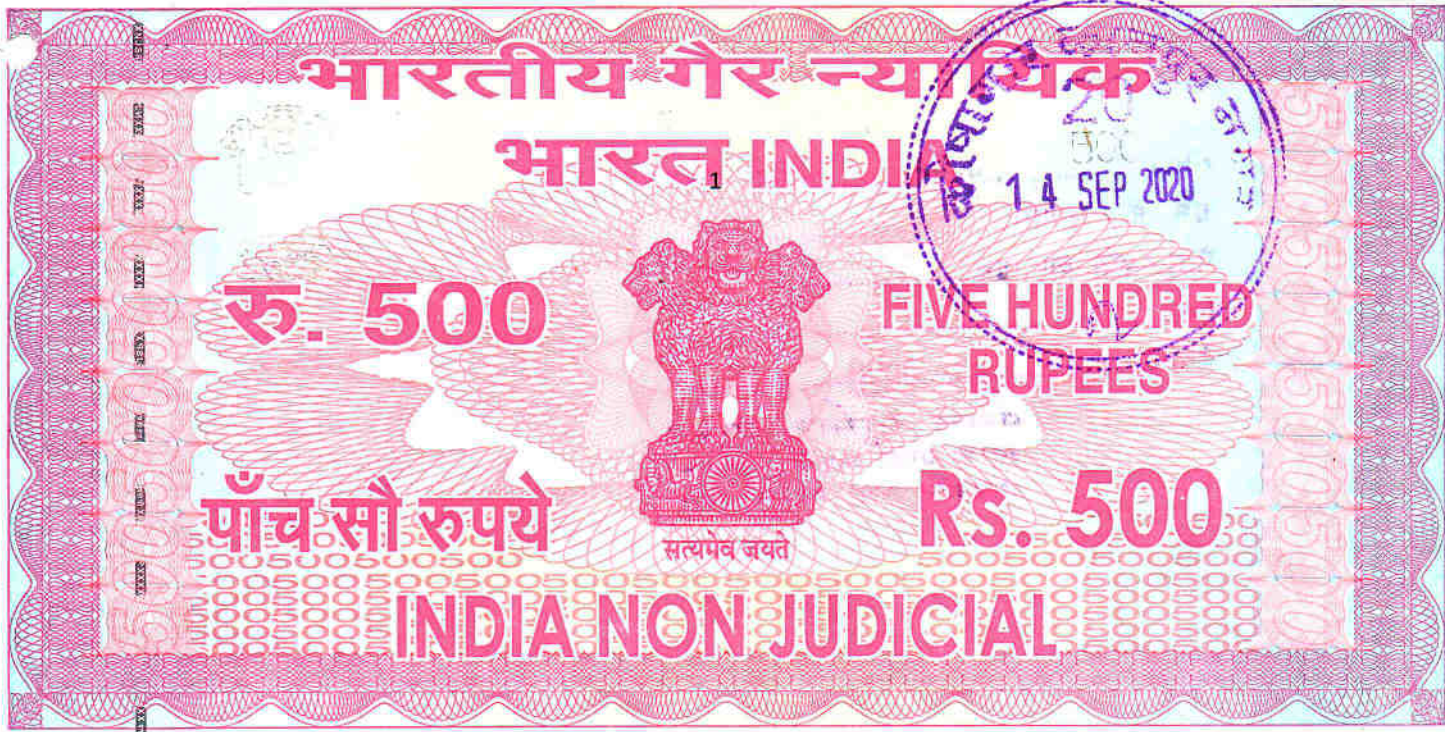


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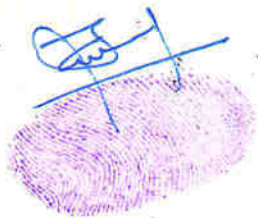
उत्तर प्रदेश UTTAR PRADESH

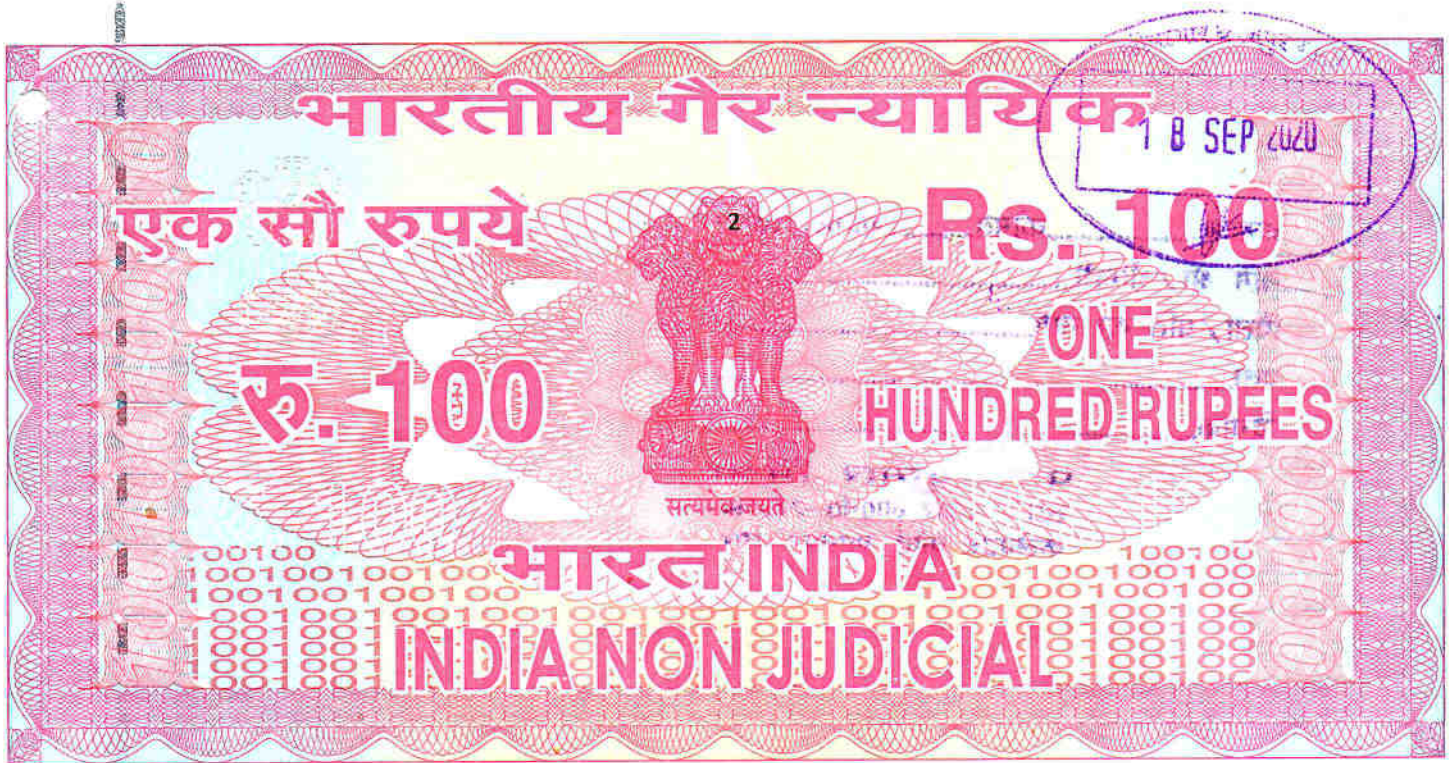
AK 079884



NAME OF OFFICE : SUB REGISTRAR, ZONE - II KANPUR NAGAR

- | | | | |
|----|----------------------|---|---|
| 1. | Date of Presentation | : | 30-09-2020 |
| 2. | Date of Execution | : | 30-09-2020 |
| 3. | Nature of Document | : | Consortium Agreement |
| 4. | Presented by | : | Sandeep Kumar Kushwaha S/o Raj
Karan Kushwaha R/o 116/123 Anand
Nagar Rawatpur Gaon Kanpur Nagar. |





उत्तर प्रदेश UTTAR PRADESH

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FT 362834

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|----|----------------------|---|--|
| 5. | Consideration Amount | : | Nil/- Rs. |
| 6. | Market Value | : | Not Applicable |
| 7. | Place of Business | : | New Highway City Situated at Village Naramau
Bangar and Naramau Kachhar Kanpur Nagar. |

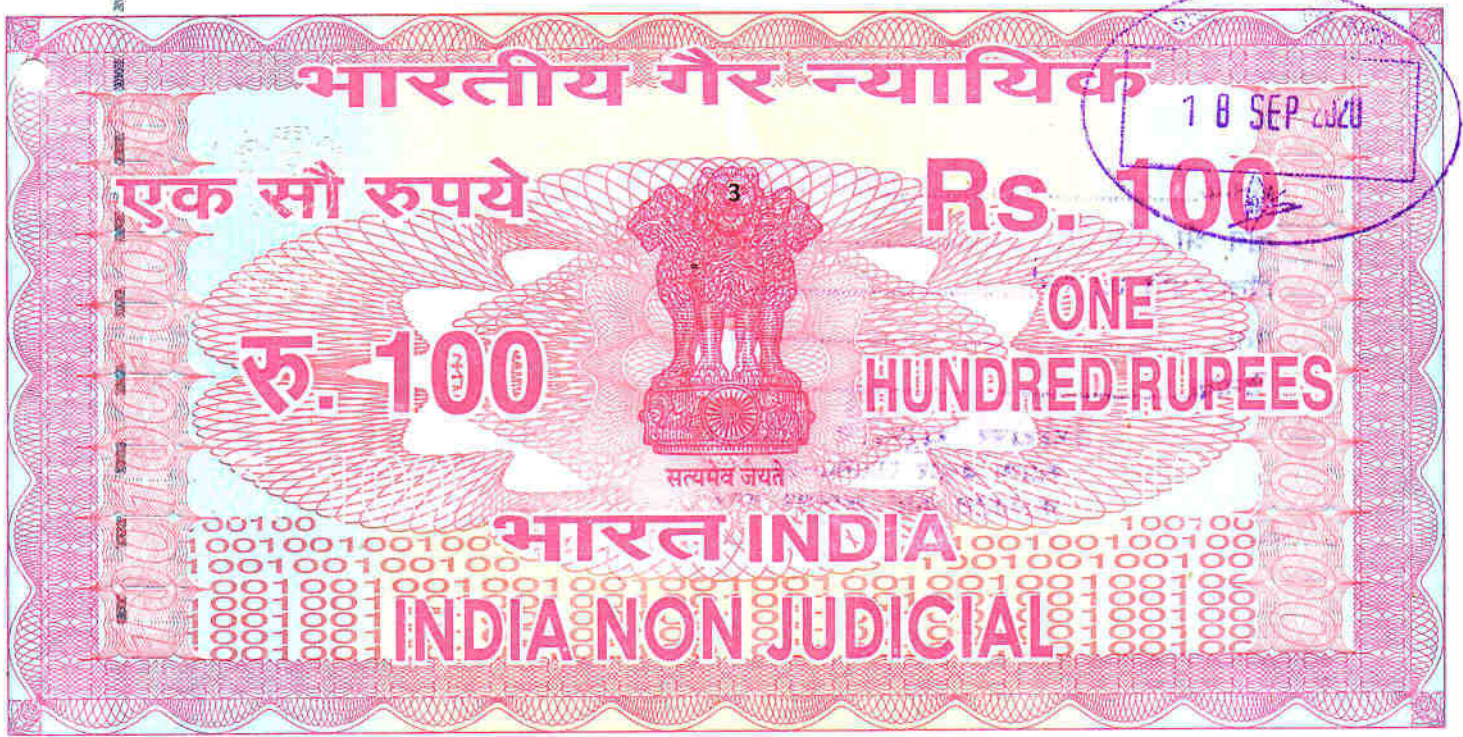
Consortium Agreement

This Consortium Agreement(CA) is made and entered into on this 16th day of Sep 2020

By and Between

1. BAPL Infrabuild Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur, Kanpur, Uttar Pradesh 208010(PAN No. – AAICB0978R) (CIN –U45400UP2018PTC109874) Hereinafter referred to as “Lead Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Lead Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Sandeep Kushwaha, Aadhar No.9061-2440-5004 S/o Sri Rajkaran Kushwaha.;

And



उत्तर प्रदेश UTTAR PRADESH

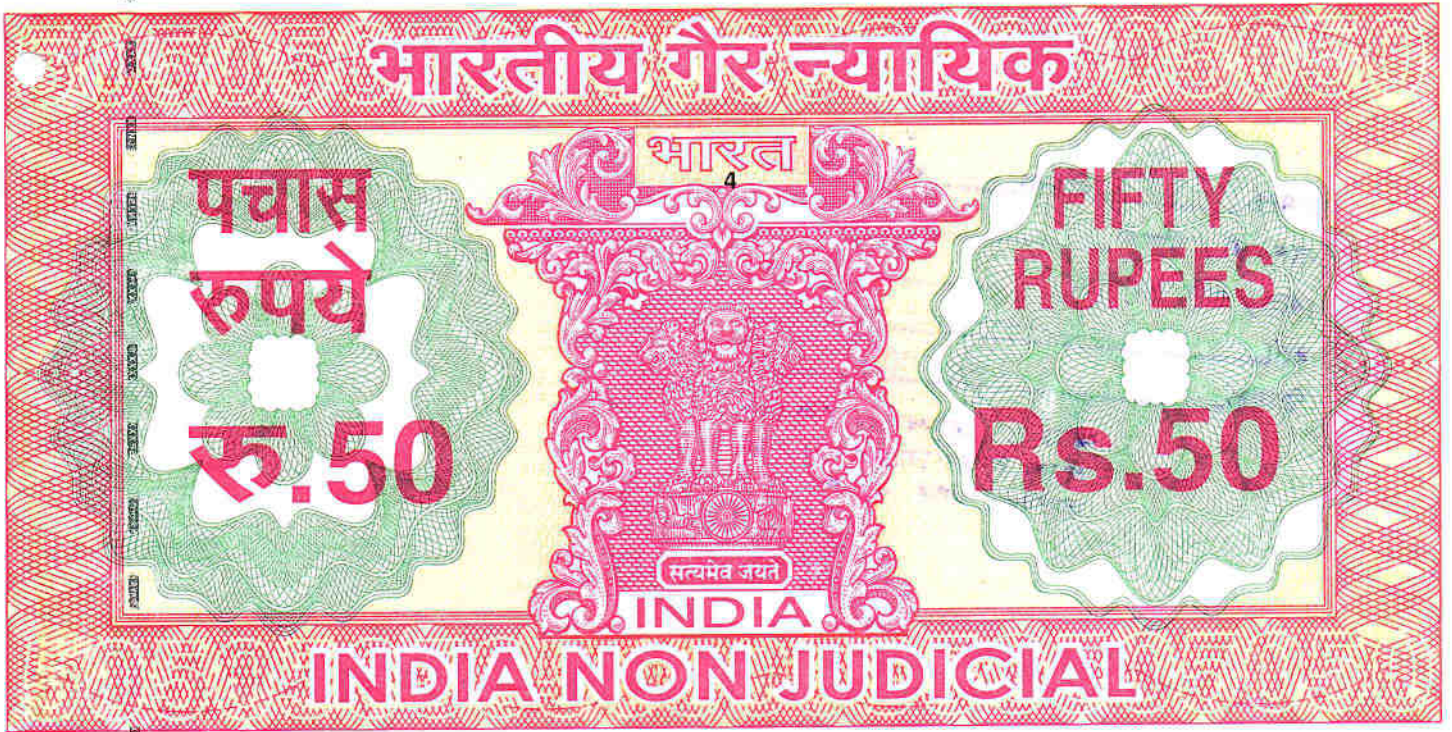
FT 362835

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2. OmkripaInfraland Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at MIG-220, Kailash Vihar, Avas Vikas-1, Panki Road, Kalyanpur, Kanpur, Uttar Pradesh, PIN- 208010 (PAN No. – AACCO9105H) (CIN – U45201UP2019PTC115266) Hereinafter referred to as “Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Lead Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Sandeep Kushwaha, Aadhar No. 9061-2440-5004 S/o Sri Rajkaran Kushwaha.;

And

3. Vision Advanced Construction Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at 70-B2, Sai Complex, Sai Puram, Kalyanpur Kanpur, Uttar Pradesh, PIN - 208017 (PAN No. AAECV9161E) (CIN – U45400UP2014PLC065596) Hereinafter referred to as “Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Lead Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Sandeep Kushwaha, Aadhar No. 9061-2440-5004 S/o Sri Rajkaran Kushwaha.;



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And

4. Ambuja City Homes Shelter Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at 1, Kapoorthala Complex, Aliganj, Lucknow, PIN - 226024 (PAN No. - AAFC8494C) (CIN - U45201UP2005PTC030766) Hereinafter referred to as "Member" which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said "Lead Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

5. Amaresha City Homes Reality and Development Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at 1, Kapoorthala Complex, Aliganj, Lucknow, PIN - 226024 (PAN No. - AAFC8314D) (CIN - U45201UP2005PTC030772) Hereinafter referred to as "Member" which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said "Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;



And

6. Alvina City Homes Estate and Reality Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at 1, Kapoorthala Complex, Aliganj, Lucknow, PIN-226024 (PAN No. AAFA8490G) (CIN – U45201UP2005PTC030771) Hereinafter referred to as “Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

7. Alok City Homes Shelters Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at 1, Kapoorthala Complex, Aliganj, Lucknow, PIN - 226024 (PAN No. – AAFA8312F) (CIN – U45201UP2005PTC030757) Hereinafter referred to as “Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

8. Akhilesh City Homes Reality and Development Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at 1, Kapoorthala Complex, Aliganj, Lucknow, PIN - 226024 (PAN No. AAFA8302H) (CIN – U45201UP2005PTC030756) Hereinafter referred to as “Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said “Member” and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

9. Alcina City Homes Estate and Development Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at 1, Kapoorthala Complex, Aliganj, Lucknow, PIN - 226024 (PAN No. AAFA8495D) (CIN – U45201UP2005PTC030773) Hereinafter referred to as “Member” which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said



"Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

10. Bankim Estate and Investment Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai, PIN - 400104 (PAN No. AACCB2567J) (CIN - U70100MH1997PTCC109033) Hereinafter referred to as "Member" which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said "Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

11. Pallava Development and Reality Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai, PIN - 400104 (PAN No. - AADCP1352J) (CIN - U70100MH1997PTC108318) Hereinafter referred to as "Member" which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said "Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

12. Jayanti Development And Reality Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai, PIN - 400104 (PAN No. - AABCJ3536E) (CIN - U70100MH1997PTC106581) Hereinafter referred to as "Member" which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said "Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

13. Jeevan Development and Reality Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai, PIN - 400104 (PAN No. -AABCJ3404H) (CIN - U70100MH1997PTC108533) Hereinafter referred to as "Member" which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for



the time being of the said "Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

And

14. Mithilaa Development and Reality Pvt. Ltd., a company duly incorporated and registered under the Companies Act, 1956 having its Registered Office at Sahara India Point, CTS 40 & 44 SV Road, Goregaon West, Mumbai, PIN - 400104 (PAN No. – AADCM7350D) (CIN – U70100MH1997PTC109105) Hereinafter referred to as "Member" which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said "Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Sri Ramfal Verma.;

(The "Lead Member" and the "Members" of this CA are collectively referred to as Members and individually as Member.)

NOW THEREFORE, THIS CA WITNESSTH AS UNDER:

In consideration of the mutual covenant of the members, the sufficiency whereof is hereby acknowledged, the Members have agreed as follows:

1. DEFINITIONS

- (A) Applicant: shall mean the consortium applicant;
- (B) Authority(ies): Means any concerned authority, The Development Authority or The Industrial Area Development Authority, that may / shall grant approvals in connection with the Property and/ or the project and / or any transaction contemplated herein as also any government including but not limited to Central Government or Government of Uttar Pradesh, or any entity exercising executive, legislative, judicial, regulatory or administrative function of or pertaining to government or any other government authority including but not limited to Kanpur Development Authority (KDA), other local and public bodies and planning authority.
- (C) Approval(s): Means any and all approvals, authorizations, permits, licenses, registrations, permissions, consents, clearances, no-objections certificates




required to be obtained including designing, developing, constructing and any clearances and conversions that may be necessary for the project.

(D) Brand Name: Means the name of the project "NEW HIGHWAY CITY" as mutually decided by the Members of CA.

(E) Consortium Agreement: Shall mean the Consortium Agreement(CA)entered between the Members,including each parties role and responsibility and all schedules and annexures attached to it, all read together and shall include any modification to this CA from time to time in accordance with the terms of this Consortium Agreement(CA) in writing.

(F) Designs and Drawings: Shall mean all the plans, manuals, drawings, designs, calculations, samples, models and documents pertaining to the project or in connection with the execution of the project.

(G) Development:Shall mean and include the development of the project in accordance with the approvals, applicable laws and terms and conditions of this CA.

(H) Development Cost:Shall mean all costs and expenses related to the project including but not limited to: -

- I. Construction Cost: Including Cost of Material, Labor, Contractor and all allied works and infrastructure cost, sales gallery etc. Cost of approach roads and allied services on roads like sewer, Water line, Street Lighting etc.
- II. All approval costs.
- III. Consultants cost like Architect and design cost, fees and expenses for consultants.
- IV. All cost and expenses incurred towards the marketing / sales, administrative personnel as per organization structure.
- V. Marketing and Promotion Cost.
- VI. Legal Fees.




VII. Any other overhead cost along with applicable taxes relating to the project.

(I) Force Majeure: Shall mean and include acts of god, fire, explosion, vandalism, storm or other similar catastrophes or any other civil or military, national emergencies riots, wars or strikes, lockouts order passes by government or other authorities, courts, tribunals which suspends / stops the development of the project.

(J) Project: Shall mean the project to be developed on the Property (Plot).

(K) Property: Plot of Land whether allotted by the Authority(ies) or arranged by the Members as freehold land on which the Project(s) is/are to be developed and constructed.

(L) Separate Bank Account: Shall have the meaning ascribed to it in clause.

(M) RERA: Shall mean The Real Estate (Regulation and Development) Act, 2016.

(N) Taxes: Shall mean all form of taxation, duties levies including GST and other transaction tax, municipal taxes, any type of cess, duties or taxes by whatever named called together with any related interest, penalties, surcharges or fines due payable, levied and imposed or claimed to be owed in any relevant jurisdiction in relation to the Property and the project.

2. INTERPRETATIONS

In this CA, unless otherwise specified: -

- (a) The use of words importing the singular shall include plural and masculine shall include feminine gender and vice – versa;
- (b) Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- (c) Reference to the words includes or including shall be construed without limitation;




- (d) Reference to this CA, or other instruments or document shall be construed as a reference to this CA, or other instrument or document as the same may be from time to time executed, amended, varied, supplemented or novated;
- (e) The headings in this CA are for convenience only and do not affect its construction and interpretation;
- (f) The recitals and schedules form an integral part of this CA;
- (g) And the parties acknowledge that this CA has been drafted jointly by the parties.

3. OBJECTIVE

The purpose of this CA is to specify the responsibilities of the Members towards the development and execution of the project(s) including the arrangement of the Land, preparation of the project report, Designs and Drawings, securing the sanctions and clearance for the Project(s) from the Competent Authority(ies) to develop and construct the project on the Property and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this CA.

Note- This CA does not confer any transfer of title, exchange of consideration amount or any security money among its members.


The Lead Member shall be responsible to prepare and submit all proposals concerning the designs and Drawings, development, construction, and finance to the concerned authority(ies). The Lead Member shall also be responsible to market, sell, operate, and maintain the project / society.

4. DURATION

This CA shall come in to force and effect from the date of signing of this CA by the Members, unless otherwise terminated earlier, this CA shall remain effective till the complete discharge of all obligations by the Members concerning the completion and handover of the project(s).

5. COORDINATOR

1. The Member has decided to appoint and have agreed that BAPL Infrabuild Pvt. Ltd. shall be the Lead Member of the consortium and shall be the point of contact for all purposes of the project(s).




2. BAPL Infrabuild Pvt. Ltd., the "Lead Member" is engaged in the business of the development of the Real Estate Projects and have the necessary expertise and requisite infrastructure to develop, manage and market the group housing projects like residential, commercial and mixed use buildings / projects.
3. The other Members of the consortium specifically convey a general Power of Attorney in favor of Lead Member, BAPL Infrabuild Pvt. Ltd. and authorize the said Lead Member to make representation and declaration and to carry out necessary documentation in relation to the project(s) however the members of the consortium be individually responsible to discharging its obligation as specified in the Schedule – I.
4. The Lead Member shall be the single point of contact for the Authority(ies) and shall have the overall responsibility of the management of the project(s). The Lead Member shall also ensure to the Member of the consortium that the terms and conditions set out in the CA are complied with.
5. All instruction / communication from the Authority(ies) to the Lead Member or vice versa shall be deemed to have been duly provided to the Member of the consortium.
6. RIGHTS AND OBLIGATIONS OF THE "Lead Member"
 - (A) The "Lead Member" shall develop Plots on the Property and shall offer the same for purchase to various Allottee(s). The "Lead Member" shall develop the Project(s) on the Property(ies) as per the plans sanctioned by the Competent Authority(ies).
 - (B) The "Lead Member" shall not commence any work of development on the Property unless no objection and commencement permission is issued by the State Government/ Competent Authority/Uttar Pradesh Real Estate Regulatory Authority (UP RERA) for the Project. The "Lead Member" shall be responsible to carry out all compliances as per The Real Estate (Regulation and Development) Act, 2016 and the rules thereof




- (C) The "Lead Member" shall only be responsible for complying with all statutory and regulatory requirements, law in force today as well as to be enacted and enforced in future, for the development and construction of the Plotson the Property (ies) as per this CA.
- (D) The "Lead Member" shall have full authority to develop on anyProperty(ies) ofthe Member, the Project along with the structures, requisite facilities and infrastructure as also all internal and external amenities and utilities as may be required, in accordance with the plans and approvals and complete the same in all respects.
- (E) The "Lead Member", as decided by the Members of Consortium shall endeavor to develop, completeand handover the Plotson the Propertysubject to Force Majeure events as set out in clause below.
- (F) The "Lead Member" shall develop, construct, market and sell, Plotsas described in this CA,to be developed and constructed on the Property(ies) of "Member", subject to the requisite developmental permissions and consents being obtained from the local, municipal and other authorities. The receivable against the sold Property shall be deposited in the Separate Designated Bank Account as set out in Clause below. The payments of the entire cost to be incurred for development, construction, marketing and selling of the Plots shall be paid from thesaid account,the "Lead Member"has been authorized to open and operate such account.
- (G) The "Lead Member" is authorized to pay the entire development and construction cost towards the Project(s) developed under this "CA" including architects fee and charges, fee if any, to be paid for obtaining plans sanction on the Propertyand all necessary permissions and approvals thereof. In case any fine or penalty/fee/ to be imposed on the said complex for any alleged deviation



from the sanctioned plan, resulting in any excess construction of the super built-up area or change within the bye-laws, the "Lead Member" is also authorized to pay the same.

- (H) The "Lead Member" shall manage the Project(s) developed under this CA and the day-to-day affairs of the same, and shall be in full control and charge of the Project being developed, and will use its technical know-how, experience and expertise to manage and maintain the same till the completion of construction and handover of the Project. The "Lead Member" shall also be responsible to cover the defect liability period in the Project as per the provision of The Real Estate (Regulation and Development) Act, 2016 (RERA) and the rules thereof.
- (I) All day-to-day decisions related to the Project shall be taken by the "Lead Member". The "Lead Member" shall be entitled to take decisions relating to pricing and marketing of the Project. The "Lead Member" shall also be entitled to take all decisions relating to appointment of the necessary staff, architects, contractors, engineers and structural engineers for development and construction of the Project.
- (J) The "Lead Member" shall engage architects, contractors and other advisors, professionals, workmen etc. as required for the execution and completion and handover of the Project(s). In case of any dispute with contractors, architects, engineers and other workmen, vendors, suppliers of materials, or any agency employed in any project, the same shall be settled by the "Lead Member".
- (K) The "Lead Member", as it deems fit shall engage such professionals, consultants, workmen, agents, advisors, etc. including, but not limited to, engineers, contractors, and requisite workforce for the purposes of the Project.



(L) The "Lead Member" shall be entitled to engage agents or third parties to undertake the construction and development activities in respect of the Project(s).

(M) The "Lead Member" shall mobilize the work force necessary to carry out the Project work undertaken by them. The "Lead Member" shall be responsible for all the payments pertaining to the costs of construction and materials and also be responsible for the timely payment of wages to the labourers as employed for the execution of construction work. The "Lead Member" shall take requisite license, if any, from Labour Deptt. Of Uttar Pradesh and comprehensive insurance risk cover for the Project work as per the trade practice.

(N) The "Lead Member" shall be entitled to put up hoardings or advertisements on the Property or any part thereof and also in the outdoors, print and electronic media or in any other manner as the case may be in order to promote and market the Project(s).

7. THE "Lead Member" HEREBY DECLARES, REPRESENTS AND WARRANTS THAT

- a. The execution, delivery and performance of this CA has been duly authorized by all necessary actions on its part and that it has legal capacity to undertake its obligations as contemplated in this CA and to perform and observe the terms and provisions hereof applicable to it and that this CA constitutes legal, valid and binding obligations.
- b. The "Lead Member" has the necessary infrastructure, manpower, financial strength and marketing potential to undertake the Project(s), and complete and handover the same.

8. RIGHTS AND OBLIGATIONS OF "Member"



1. The "Member" shall make the arrangement of the Property(ies) for the project(s). "Member" do hereby appoint the aforesaid "Lead Member" as the "Developer" of the said Property(ies) and grant to the "Lead Member", who hereby accepts from the "Member" the authority, to develop and construct the Project(s) and Other facilities on the Property(ies) and for carrying out all activities for completing the Project(s) and performing all acts, deeds, matters and things incidental or ancillary thereto. Provided however that nothing contained in this CA or otherwise shall be construed as the grant of possession in part performance of an CA under the Transfer of Property Act, 1882 or under section 2 (47)(v) and (vi) of the Income Tax Act, 1961.

This CA has been entered in to between the Members on Principal to Principal basis and does not constitute any transfer of Land amongst the Members of this Consortium.

2. "Member" through this CA has granted hereby the "Lead Member" a general Power of Attorney (i.e. "Power of Attorney"), in respect of the Property(ies) authorizing the "Lead Member" to, inter-alia, develop, construct, market and sell the Plots to be developed and construed on the Property and apply for and obtain various permissions required for development of the Property and all other powers and authorizations as required by the "Lead Member" for carrying out development on the Property and matters incidental thereto. It shall be the responsibility and obligation of "Lead Member" to sign and execute all necessary applications, papers, and documents and do all acts, deeds and things as the "Lead Member" may lawfully require for submission of any document or application to the Authorities or the "Lead Member" may in order to give effect to the provisions of this CA.

However the "Member" also authorize the "Lead Member" to obtain the sanction of the plans, Designs and Drawings and all no objection certificates and permissions




from the competent government authorities, any modifications to such plans required by the governmental authorities and accepted by the "Lead Member" shall be binding on the "Member".

3. "Member" undertakes to provide, clear and marketable title to the Property(ies) free from all encumbrances, claims and demands for the Project(s).
4. "Member" shall provide to the "Lead Member" certified copies/photocopies of all original title deeds documents and papers relating to the Property(ies). The "Lead Member" shall retain photocopies/certified copies of the original documents pertaining to the Property including title deeds etc. however, the original documents will be produced by the "Member" for inspection and photocopies will be given whenever required by the "Lead Member".
5. "Member" hereby agrees to execute the Conveyance Deed(s) / Sale Deed(s) in favour of the prospective Allottee(s) of the Plots in terms of this CA.
6. Title holder of the specific Developed Plot under the project NEW HIGHWAY CITY shall execute Conveyance Deed(s) / Sale Deed(s) in favour of the prospective Allottee(s) of the Plots in terms of this CA and collect money.
9. Member" hereby declares, represents and warrants that:
 - a. "Member" is duly authorised by a resolution of the Board of Directors of the company to enter into terms of this CA and person signing this CA is duly authorized by all the Directors of the Board of the Company to sign and execute and carry out actions in terms thereof.



- b. "Member" shall always have good, clear and marketable title to the Property(ies), free from all encumbrances, claims, and demands and "Member" has good rights, full power and absolute authority to enter into this CA and no other person has any right, title or interest in the Property or any part thereof and the tenure of the Property(ies) as the case may be shall be Freehold / Leasehold.
- c. No other party shall have any legal or beneficial right, claim, title, interest, or demand whatsoever to or in respect of the Property(ies) or any part thereof.
- d. "Member" shall not created any mortgage, charge, lease, lien or other encumbrance in respect of the Property(ies) or any part thereof and the Property or any part thereof shall not be subject to any third party claim, demand, encumbrances, attachment or any process issued by any law, court or authority.
- e. There is no existing arrangement with any party other than the Members of this CA with regard to the Property(ies) or any part thereof.
- f. "Member" represents that the boundaries, plans and drawings and all other information regarding the Property(ies) shall be true and accurate.
- g. "Member" has not received any notice for acquisition or requisition of the Property(ies) or any part thereof from any Government Body or any Development Authority, or any other notice which may or is likely to adversely affect the marketability of title to the Property(ies) or the Plots to be developed and constructed thereupon, and "Member" is neither prevented nor restrained by any competent court or authority from dealing with the Property(ies) in any manner whatsoever.



- h. There are no suits or legal proceedings instituted by or against "Member" in respect of the Property(ies) and /or pending in any court of law. There are no tenants or any other occupants occupying the Property(ies) or any part thereof.
- i. There is no impediment in any law, rule or regulation which prevents construction of the Project on the Property(ies).
- j. "Member" have good right, full power and absolute authority to deal with the Property(ies) in the manner stipulated in this CA and, as incidental thereto, the right to hold, use and occupy the Property(ies) and they have not, nor anyone else on their behalf, has done, committed or omitted any act, deed, matter or thing whereby the Property or the "Lead Member's rights herein, is or can be forfeited, affected, extinguished or rendered void or voidable and "Member" shall indemnify and keep indemnified the "Lead Member" from or against all actions, suits and proceedings and all claims, demands, fines, penalties, proceedings, prosecutions, costs, charges, losses, expenses, damages and/or other liabilities of whatsoever nature made or suffered or incurred by or caused or imposed or levied on the "Lead Member" by reason or virtue of any non-performance or non-observance by "Member" of any of the terms, conditions, CAs, covenants and provisions stated therein.
- k. There is/was no statutory bar or prohibition or any claims to acquire/hold the Property and vest it as per this CA.
- l. Property is neither subject to any acquisition, requisition or set-back nor have "Member" received any notice affecting the Property(as a result of which as contemplated in this CA cannot be consummated) from any Governmental authorities bodies or any other local bodies.



- m. "Member" is not aware of any other facts, circumstances, conditions on account whereof the authority of the "Lead Member" hereunder or the proposed development will be prejudicially affected.

10. RESPONSIBILITY TOWARDS EACH OTHER:

Each member undertakes as under:-

1. Each member shall act in good faith and use reasonable efforts to ensure compliance of their obligations under this CA.
2. To promptly notify each other about any significant delay in the fulfillment of the milestone in relation to the project(s).
3. Each member shall keep confidential all information of confidential nature, whatever written or oral, concerning to this CA and also abide by the terms and conditions of the Sale Deed / Lease Deed of the property executed by the Vendor / Competent Authority in favor of the Member.

11. LIABILITIES TOWARDS EACH OTHER:

Liabilities towards each other shall be as under

- (1) Indemnification of member each other in respect of liability resulting from the act or omission of the Member.

12. REPRESENTATIONS AND WARRANTIES: -

The members hereby represent and warrant that: -

- (a) They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this CA and to perform their obligations, roles and responsibilities as prescribed under this CA.
- (b) That this CA constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this CA and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice



under any provision of any agreement or other instrument to which the member is a party and by which the Members are or may be bound.

- (c) That each of the representations and warranties shall be construed as a separate representation and warranties, covenant or undertaking as the case may be, and shall not be limited by terms of any other representation or warranty or by any other terms of this CA.
- (d) The Members have read, understood and agreed with the terms and conditions of this CA.

13. BANK ACCOUNTS AND OPERATIONS RELATED TO THE PROJECT

(1) Separate Bank Account

It is agreed between the members that the entire receivable arising in relation to the project shall be collected by the "Lead Member" and as per the provisions of The Real Estate (Regulation and Development) Act, 2016 shall be deposited in the "Separate Designated Bank Account" to be opened and operated with any scheduled bank by the "Lead Member".

The amount received in Separate Designated Bank Account shall be utilized as under: -

- (a) 70% of the receivable shall be released specifically towards the Cost of construction and the Land Cost.
- (b) 30% of the receivable to be utilized by the Promoter after the 70% amount is spent in the manner stated hereinabove.

The amount lying in the Separate Designated Bank Account shall only be withdrawn in terms of The Real Estate (Regulation and Development) Act, 2016.

In case any funding is received from any Bank / Financial Institution / Unsecured Loan towards the project, the same shall be transferred to the Separate Designated Bank Account and shall be utilized in the development of the Project.




14. SHARE HOLDING IN CONSORTIUM

- (1) BAPL Infrabuild Pvt. Ltd. shall act as the Lead Member of the consortium, the other Members of the consortium give General Power of Attorney in favor of BAPL Infrabuild Pvt. Ltd. in relation to the said project through this Consortium Agreement.
- (2) The shareholding of the Members of the consortium shall be mutually decided later on and upon completion of the Project any profit or loss as the case may be, shall be shared by the Members of the Consortium in the ratio of their Shareholding.

15. MISCELLANEOUS

1. This CA supersedes all prior discussions and agreements (whether oral and written) including all correspondence between the Members with respect to the subject matter of this CA.
2. Any provision of this CA which is invalid or unenforceable shall be ineffective to the extent of such invalidity and unenforceability, without affecting in any way the remaining provisions hereof.
3. This CA shall be governed and interpreted by, and construed in accordance with the laws of India without giving effect to the principal of conflict of laws thereunder.
4. The schedule – I shall have the same force and effect as if expressly set in the body of this CA and any reference of this CA shall include the Schedule – I.
5. Any variation / modification to the terms of this CA as may be mutually agreed by the Members shall be reduced in writing and the members shall put their signature in approval of the same.

16. NOTICES

1. Except as specifically provided elsewhere in this CA, all notices required or permitted to be given under this CA shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial delivery service with




acknowledgment received); or (ii) by registered or certified mail, postage prepaid, return receipt requested, email to the Members at the respective addresses as setout in beginning of the CA. The date upon which such notice is actually delivered, shall be deemed to be the date of receipt of such notice.

2. The notice shall be served on the address as mentioned in the title clause of this CA.

17. ARBITRATION

1. Any and all disputes, controversies and conflicts ("Disputes") arising out of this CA between the Parties or arising out of or relating to or in connection with this CA or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall in the first instance be attempted to be resolved amicably, however in case the disputes or the matters mentioned herein above are not resolved and settled amicably within Thirty (30) business days of the arising thereof, shall be referred for the Arbitration at the request in writing of any Member to the dispute under the provisions of Arbitration and Conciliation Act, 1996 and any modification or re-enactment thereof for the time being in force i.e. as per the Arbitration Act. For the purpose of such Arbitration the "Lead Member" shall appoint one Arbitrator, and the "Member" shall collectively appoint one Arbitrator. Two Arbitrators so appointed shall then jointly appoint a Third Arbitrator who shall serve as a Chairman. All the three Arbitrators shall be collectively referred to as the Arbitration Tribunal.
2. The Place of Arbitration shall be Kanpur and the language used in Arbitral Proceeding shall be English.



3. The arbitral award shall be in writing and shall be final and binding on each Party and shall be enforceable in any court of competent jurisdiction. None of the Members shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this CA except for the enforcement of an arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.
4. Pending the submission to arbitration and thereafter, till the Arbitration Tribunal renders its award or decision, the Members shall, except in the event of termination of this CA or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this CA.

18. FURTHER ASSURANCE

1. Each Member consents and agrees that, subsequent to the execution and delivery of this CA each party shall execute and deliver any further legal instrument and perform any acts that are or may become necessary to effectuate the purposes of this CA.

19. AMENDMENTS AND MODIFICATIONS

1. The CA and the Schedules together constitutes a complete and exclusive understanding of the terms of CA between the parties on the subject thereof and not amendment or modification hereto shall be valid and effective unless agreed to by both the Members hereto and evidenced in writing.

20. STAMP DUTY AND REGISTRATION

1. The cost of stamp duty and registration if required, payable on this CA shall be borne and paid jointly by the Members of the Consortium.



21. RELATIONSHIP OF PARTIES

1. This CA is being entered into on a principal to principal basis and without any consideration. The parties are an independent entity of each other and not an agent of each other. Nothing in this CA shall be deemed to create or constitute to create employment relationship between "Lead Member" and the "Member" for any purpose.

22. WAIVER

1. There shall be no waiver of any term, provision or condition of this CA unless such waiver is evidenced in writing and signed by the waiving Member. No omission or delay on the part of any Member in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with, and not exclusive of, any rights or remedies provided by law.
2. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

23. SEVERABILITY

1. Provisions of this CA are severable. Unenforceability, due to law, of any one or more of its provisions shall not be deemed as unenforceability of entire CA. The remaining provisions shall be enforced and complied by the Members.
2. In the event that any provision hereof conflicts with the applicable laws or if any such provision is held invalid by a competent authority, such provision will be

A handwritten signature in blue ink is written over a purple ink fingerprint.A handwritten signature in blue ink is written over a purple ink fingerprint.

deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remainder of the CA will remain in full force and effect.

24. ENTIRE CA

1. This CA contains the entire understanding between the Members with respect to the subject matter hereof and there are no further or other promises, representations, warranties or CAs or understandings, whether written or oral, except as contained herein. This CA supersedes all previous understandings, agreements, correspondence, etc. on this subject between the Members hereto.
2. This CA cannot be modified and amended in anyway except through the Addendum or Memorandum of Understanding (MOU) as the case may be, to be reduced in writing and signed by the Members through their authorized representatives. The said amendment shall be binding on the Members of this CA and shall be read with this Consortium Agreement.

25. FORCE MAJEURE

1. Neither Member shall be liable for any delay in compliance with its obligations under this CA in the event that such delay is due to any event of force majeure such as civil commotion, war, earthquake, riots, strikes, lock-outs, fire, accident or other event of God or due to any prohibitory order or injunction or directive of any Government Tribunal, Quasi-tribunal, local or public body or authority or competent authority or any Act, Ordinance, Statutes, Rules, Regulations, Bye-laws, Notifications by Government (State and Central) or municipal or other local bodies or competent authorities or as a result of any industry-wide event or as a result of the non-availability of steel, cement or other building material. In addition, the Members shall not be liable for any delay in development/ construction of the Property as a



result of any stop work notice, or order or direction by any Court or authority, not attributable to any act of omission or commission on the part of or in any way relating to the Members.

26. JURISDICITON AND GOVERNING LAWS

1. This CA shall be governed and construed in accordance with laws of India and shall be subject all applicable laws and regulations as may in force from time to time subject to the arbitration clause, the Court having jurisdiction in any/or all matters arising out of or in relation to this CA shall entertain and dispose of the same.

27. VALIDITY

1. The Consortium Agreement(CA)shall be valid and enforceable till the completion of the project(s).
2. The CA shall be terminated upon completion / handing over of the project(s).
3. The CA may be terminated with the mutual agreement and consent of the parties, such agreement / consent shall be reduced in writing.

SCHEDULE – I

Roles and responsibilities,

Roles and responsibilities of each individual member of the consortium will be according to this schedule as given below,

S.No.	Type of Member	Roles and Responsibilities
i	Name: - BAPL Infrabuild Pvt. Ltd. "Lead Member"	<ol style="list-style-type: none"> 1. To make arrangement of 17567 Sq. meter Land for the Project. 2. To submit all proposals concerning the




		<p>drawings, designs, development, and construction to the concerning Authority(ies) and obtaining sanction thereof.</p> <p>3. Overall development, implementation, and management of the Project till the completion and handover</p> <p>4. Technical, Financial and Marketing Support</p>
ii	Name: - OmkripaInfraland Pvt. Ltd., "Member"	Arrangement of 23334 Sq. meter Land for the Project.
iii	Name: - Vision Advanced Construction Ltd., "Member"	Arrangement of 7858 Sq. meter Land for the Project.
iv	Name: - Ambuja City Homes Shelter Pvt. Ltd., "Member"	Arrangement of 2038 Sq.meter Land for the Project.
v	Name: - Amaresha City Homes Reality and Development Pvt. Ltd., "Member"	Arrangement of 2038 Sq.meter Land for the Project.
vi	Name: - Alvina City Homes Estate and Reality Pvt. Ltd., "Member"	Arrangement of 2038 Sq.meter Land for the Project.
vii	Name: - Alok City Homes Shelters	Arrangement of 2038 Sq.meter Land for the




	Pvt. Ltd., "Member"	Project.
viii	Name: - Akhilesh City Homes Reality and Development Pvt. Ltd., "Member"	Arrangement of 2038 Sq. meter Land for the Project.
ix	Name: - Alcina City Homes Estate and Development Pvt. Ltd., "Member"	Arrangement of 2038 Sq. meter Land for the Project.
x	Name: - Bankim Estate and Investment Pvt. Ltd., "Member"	To carry out the administrative and liaisoning function of the Project.
xi	Name: - Pallava Development and Reality Pvt. Ltd., "Member"	To carry out the administrative and liaisoning function of the Project.
xii	Name: - Jayanti Development and Reality Pvt. Ltd., "Member"	Arrangement of 9589 Sq. meter Land for the Project.
xiii	Name: - Jeevan Development and Reality Pvt. Ltd., "Member"	Arrangement of 9589 Sq. meter Land for the Project.
xiv	Name: - Mithla Development and Reality, "Member"	To carry out the administrative and liaisoning function of the Project.






IN WITNESS WHEREOF THE MEMBERS TO THIS CONSORTIUM AGREEMENT (CA) HAVE SET THEIR RESPECTIVE HANDS.





S. N o.	Name of Member	Authorised Signatory	Stamp of the Company & Signature	Date of Board Resolution
1	BAPL Infrabuild Pvt. Ltd.	Sandeep Kushwaha	 BAPL Infrabuild Pvt. Ltd. Authorised Signatory	06-12-2018
2	Omkripa Infraland Pvt.Ltd.	Sandeep Kushwaha	 Omkripa Infraland Pvt. Ltd. Authorised Signatory	05-04-2019
3	Vision Advanced Consttuction Ltd.	Sandeep Kushwaha	 VISION ADVANCED CONSTRUCTION LTD. AUTH. SIGNATORY	24-01-2019
4	Ambuja City Homes Shelter Pvt. Ltd,	Jitendra Pratap Singh	 Ambuja City Homes Shelter Pvt. Ltd. Authorised Signatory	05-11-2018
5	Amaresha City Homes Reality & Development Pvt .Ltd.	Jitendra Pratap Singh	 Amaresha City Homes Reality and Development Pvt. Ltd. Authorised Signatory	05-11-2018






6	Alvina City Homes Estate & Reality Pvt. Ltd.	Jitendra Pratap Singh	Alvina City Homes Estate and Reality Pvt. Ltd.  Authorised Signatory	05-11-2018
7	Alok City Homes Shelters Pvt. Ltd.	Jitendra Pratap Singh	Alok City Homes Shelters Pvt. Ltd.  Authorised Signatory	05-11-2018
8	Akhilesh City Homes Realty & Development Pvt. Ltd.	Jitendra Pratap Singh	Akhilesh City Homes Realty and Development Pvt. Ltd.  Authorised Signatory	05-11-2018
9	Alcina City Homes Estate & Development Pvt. Ltd.	Jitendra Pratap Singh	Alcina City Homes Estate and Development Pvt. Ltd.  Authorised Signatory	05-11-2018
10	Bankim Estate & Investment Pvt. Ltd.	Jitendra Pratap Singh	Bankim Estate and Investment Private Limited  Authorised Signatory	05-11-2018




अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 5252

वर्ष: 2020

प्रतिफल- 0 स्टाम्प शुल्क- 750 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 160 योग : 660

श्री बी ए पी एल इन्फ्राबिल्ड प्रा० लि० द्वारा
संदीप कुमार कुशवाहा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राजकरन कुशवाहा
व्यवसाय : अन्य
निवासी: 117/123 रावतपुर गांव आनन्द नगर कानपुरनगर



श्री, बी ए पी एल इन्फ्राबिल्ड प्रा० लि० द्वारा

संदीप कुमार कुशवाहा अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
30/09/2020 एवं 03:01:54 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस०बी०चन्द्रा उपनिबंधक जोन-२ कानपुर नगर।

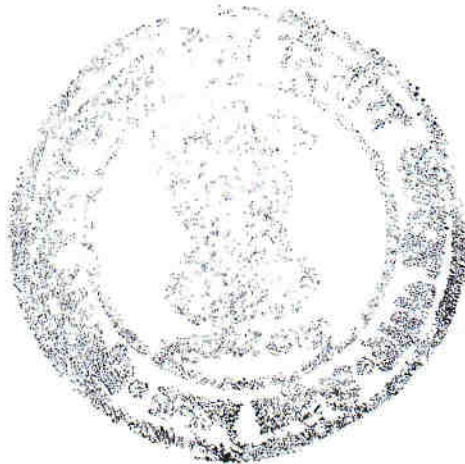
उप निबंधक :सदर द्वितीय




कानपुर नगर

30/09/2020

संजय रावत सदर द्वितीय कानपुर नगर।

निबंधक लिपिक



1 1	Pallava Development & Reality Pvt.Lttd.	Jitendra Pratap Singh	Pallava Development and Reality Pvt. Ltd.  Authorised Signatory	05-11-2018
1 2	Jayanti Development & Reality Pvt. Ltd.	Jitendra Pratap Singh	Jayanti Development and Reality Pvt. Ltd.  Authorised Signatory	05-11-2018
1 3	Jeevan Development & Reality Pvt. Ltd.	Jitendra Pratap Singh	Jeevan Development and Reality Pvt. Ltd.  Authorised Signatory	05-11-2018
1 4	Mithilaa Development & Reality Pvt. Ltd.	Jitendra Pratap Singh	Mithila Development and Reality Pvt. Ltd.  Authorised Signatory	05-11-2018






आवेदन सं०: 202000849040476

बही सं०: 1

रजिस्ट्रेशन सं०: 5252

वर्ष: 2020

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

विक्रेता: 1

श्री बी ए पी एल इन्फ्राबिल्ड प्रा० लि० के द्वारा संदीप कुमार
कुशवाहा, पुत्र श्री राजकरन कुशवाहा
निवासी: 117/123 रावतपुर गांव आनन्द नगर कानपुरनगर
व्यवसाय: अन्य



क्रेता: 1

श्री अम्बुजा सिटी होम्स शेल्टर प्रा० लि० के द्वारा जीतेन्द्र
प्रताप सिंह, पुत्र श्री रामफल वर्मा
निवासी: 566ख गीतापल्ली आलमबाग लखनऊ
209650634803
व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री राजीव मिश्रा, पुत्र श्री सी बी मिश्रा
निवासी: 117/444 पी ब्लाक काकादेव कानपुर नगर
209650634803
व्यवसाय: व्यापार



पहचानकर्ता: 2

श्री शिवम पाल, पुत्र श्री जय शंकर पाल
निवासी: ग्राम गोरहा मंथना कानपुर नगर 991252040553
व्यवसाय: व्यापार



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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



एस०बी०चन्द्रा उपनिबंधक जोन-२ कानपुर
नगर।

उप निबंधक: सदर द्वितीय
कानपुर नगर

सदर शावत सदर द्वितीय कानपुर नगर।
निबंधक लिपिक

Witness:-

Auth. Sig. For 1,2 & 3



1. Mr. Rajiv Mishra
S/o Sri C B Mishra
R/o 117/444 P Block Kakadev Kanpur
Mob-9936282837
UID-209650634803



Auth. Sig. For 4 to 14



2. Mr. Shivam Pal
S/o Jai Shankar Pal
R/o Vill Gorha Mandhana Kanpur nagar
Mob-8601705338 UID-991252040553



*Drafted by me and typed
by my steno in my office.*


Rajiv Mishra ADVOCATE
Collectrate Compound, behind DM
Office, Kanpur Nagar M-9935282837

आवेदन सं०: 202000849040476

बही संख्या 1 जिल्द संख्या 10454 के पृष्ठ 245 से 308 तक
क्रमांक 5252 पर दिनांक 30/09/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस०बी०चन्द्रा उपनिबंधक जोन-2 कानपुर नगर

उप निबंधक : सदर द्वितीय

कानपुर नगर

30/09/2020

