

CONSORTIUM AGREEMENT

This Consortium Agreement is made and executed at Jhansi on this 15th day of October, 2020 by and between

1. Smt. Bhagwati w/o Shri Nand Kishore Kushwaha residing at 21, Kailash Residency, Jhansi UP 284002 having PAN number APLPK0935J and Aadhar No. 546247206167, hereinafter referred to as "Lead member" which which expression unless repugnant to the context of meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns, AND
2. The City College, an unit of New City Montessori School Society, a society registered under Societies Registration Act having its registered office at 149/B, Shivaji Nagar, Jhansi-

[1]

भगवती

न.क. कुशवाहा

14 OCT 2020

15/10/2020 10007

क्रमांक (15157) दिनांक 15/10/2020 मूल्य.....
नाम श्री राजेश्वरी वि. क. अहमद
निवास अतीक अहमद हाउस-161
तहसील बुंदेली



UP, hereinafter referred to as "Second Party" which which expression unless repugnant to the context of meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns through its Manager Shri Nand Kishor Kushwaha s/o Shri Ghanshyam Das Kushwaha residing at 21, Kailash Residency, Jhansi UP 284002 having aadhar no. 546247206167

Both the above parties shall hereinafter be jointly referred to as Consortium members.

WHEREAS both the consortium members are the rightful and legal owners of the land situated at Mauja- Karguan, Block- Baragaon, Tahsil and District- Jhansi with details as tabulated under:

<u>Name of rightful and legal Land Owner</u>	<u>Arazi No.</u>	<u>Area (in Hectare)</u>
Bhagwati w/o Nand Kishor	250/2	0.583
Bhagwati w/o Nand Kishor	251	0.271
Bhagwati w/o Nand Kishor	253	0.057
Bhagwati w/o Nand Kishor	254/1	0.154
Bhagwati w/o Nand Kishor	254/2	0.105
Bhagwati w/o Nand Kishor	255/1	0.008
Bhagwati w/o Nand Kishor	255/2	0.033
Bhagwati w/o Nand Kishor	256	0.154
Bhagwati w/o Nand Kishor	257	0.02
Bhagwati w/o Nand Kishor	258	0.263
Bhagwati w/o Nand Kishor	259	0.02
Bhagwati w/o Nand Kishor	260/1	0.263
Bhagwati w/o Nand Kishor	260/2	0.109
Bhagwati w/o Nand Kishor	278	0.134
Bhagwati w/o Nand Kishor	279	0.081
The City College, New City Montessori School Society, Jhansi	250/3	0.381

महावती [2]



महावती



आवेदन सं०: 202000860020790

अनुबंध विलेख (सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 6391

वर्ष: 2020

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

श्री सिटी कालेज यूनिट ऑफ न्यू सिटी मांटेसरी स्कूल द्वारा
नंदकिशोर कुशवाहा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री घनश्याम दास कुशवाहा
व्यवसाय : अन्य
निवासी: 21 कैलाश रेजीडेंसी झांसी





श्री, सिटी कालेज यूनिट ऑफ न्यू सिटी मांटेसरी स्कूल द्वारा नंदकिशोर कुशवाहा अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 20/10/2020

एवं 11:44:34 AM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



शबाना बेगम (प्रभारी)

उप निबंधक : सदर प्रथम

झांसी

20/10/2020

प्रमोद कुमार कौशिक

निबंधक लिपिक



WHEREAS all the above parties entered and executed this consortium agreement to form a consortium for the purpose of designing, developing, financing, construction, marketing, selling, operating and maintaining the proposed township under the name and style of **RAMLEELA CITY** (hereinafter referred to as "Project" or "Township").

NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:

1. LEAD MEMBER:

1.1. Both the Consortium members have mutually decided to appoint Smt. Bhagwati as the lead member and developer of the proposed township.

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT

2.1. The sole aim of this consortium agreement is for the development of township under the name and style of **RAMLEELA CITY** whose proposed map has been approved by Jhansi Development Authority against application number **MAP20191012122459230**.

2.2. The Lead member shall design, develop, finance, construct, market, sell, operate, and market the said township under the name and style of **RAMLEELA CITY**.

3. SHAREHOLDING BASIS IN CONSORTIUM

3.1. Smt. Bhagwati shall act as the lead member of the Consortium.

3.2. The Second Party shall only be paid the cost of land along with any income tax payable on transfer of such land as calculated under the provisions of Income Tax Act.

2021 द ८



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नमो भगवते वासुदेवाय



आवेदन सं०: 202000860020790

बही सं०: 1

रजिस्ट्रेशन सं०: 6391

वर्ष: 2020

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

विक्रेता: 1

श्रीमती भगवती, पत्नी श्री नंद किशोर कुशवाहा

निवासी: 21 कैलाश रेजीडेन्सी झाँसी

व्यवसाय: गृहिणी

भगवती



क्रेता: 1

श्री सिटी कालेज यूनिट ऑफ न्यू सिटी मांटेसरी स्कूल के द्वारा

नंदकिशोर कुशवाहा, पुत्र श्री घनश्याम दास कुशवाहा

निवासी: 21 कैलाश रेजीडेन्सी झाँसी

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

नंदकिशोर

श्री जीतू कुशवाहा, पुत्र श्री नंदकिशोर कुशवाहा

निवासी: 21 कैलाश रेजीडेन्सी झाँसी

व्यवसाय: अन्य

पहचानकर्ता: 2

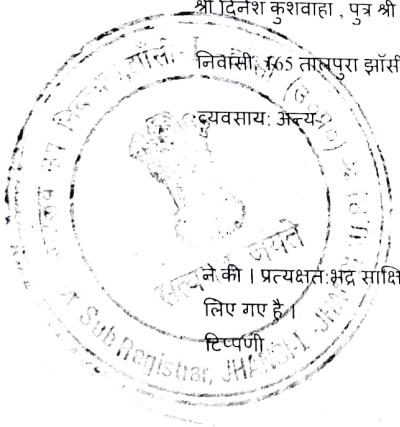
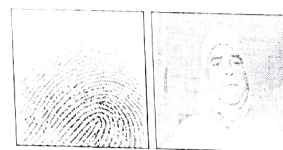
Rishi



श्री दिनेश कुशवाहा, पुत्र श्री स्व हीरालाल कुशवाहा

निवासी: 65 तारपुरा झाँसी

व्यवसाय: अन्य



दिनेश

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

S

शबाना बेगम (प्रभारी)

उप निबंधक : सदर प्रथम

झाँसी

प्रमोद कुमार कौशिक

निबंधक लिपिक

3.3. Upon completion of the project, the lead member shall pay to the second party any sums payable under this consortium agreement.

4. PROJECT MANAGEMENT STRUCTURE AND RULES OF THE MEMBERS

The Lead member shall act as a private developer as per definition of Jhansi Development Authority and arrange for land and finances for the project. No land is being transferred under this agreement.

5. ROLES OF THE CONSORTIUM MEMBERS

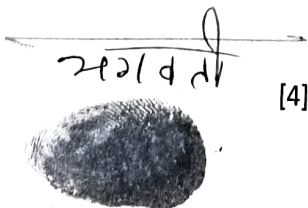
5.1. Smt. Bhagwati shall act as the lead member of the Consortium.

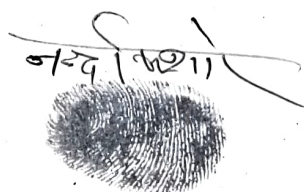
5.2. The Lead member shall be responsible for all the legal compliances of the township including but not limited to **The Real Estate Regulation Act** (as applicable to the state of Uttar Pradesh), Jhansi Development Authority, etc.

5.3. The Lead member shall be responsible for arranging the finances for the project either from her own funds or by raising loans from banks/financial institutions.

5.4. All the costs to be incurred for the purpose of designing, developing, financing, construction, marketing, selling, operating, and marketing the said township under the name and style of **RAMLEELA CITY** shall be borne and arranged by the Lead member.


5.5. The Lead Member shall be responsible for getting the project approved and registered with Uttar Pradesh Real Estate Regulatory Authority and to do all communication, compliances and requirements as required under **The Real Estate Regulation Act** (as applicable to the state of Uttar Pradesh).


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- 5.6. The Lead member shall stand guarantee and solely be responsible for the repairs and maintenance in the constructed structure for a period of six years as required under the **The Real Estate Regulation Act** (as applicable to the state of Uttar Pradesh)
- 5.7. The Lead member shall sign, execute all agreements, sale deeds, allotment letters and documents necessary for and incidental to the objects of this agreement.
- 5.8. The Lead member will develop the land in conformity with the plans, drawings, specifications and elevations as prepared by the architect with the material of best quality and in the most substantial and workman like manner and to the satisfaction of the architect.
- 5.9. The Second Party shall allow free ingress to and egress from the premises to the Lead Member's servants, employees, sub-contractors and all other persons, who are necessary in connection with the carrying out of the works under the agreement.
- 5.10. The Lead Member shall indemnify the second party in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the said premises. The Lead Member shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.
- 5.11. The Lead Member shall be bound to appoint an engineer competent to receive instructions from the architect from time to time, on behalf of the Lead Member at all reasonable hours and all directions given to him by the

21/4/11



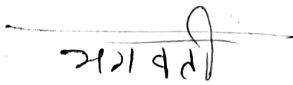

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architect shall be deemed to have been given to the Lead Member.

6. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations
7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
8. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time.
9. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.
10. All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to


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the contract, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of two arbitrators, one to be appointed by each party.

11. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.
12. This Consortium Agreement shall be governed, construed, and interpreted in accordance with the laws of India and the Courts in Jhansi shall have the exclusive jurisdiction in all matters arising hereunder.
13. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received

21/11/11



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21/11/11



14. It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

15. This Consortium Agreement:

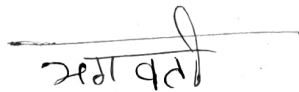
15.1. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;

15.2. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and


15.3. may not be amended or modified except in writing signed by each of the Parties.

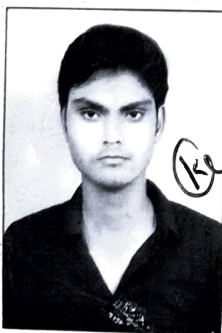
16. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall remain valid over the term of the Project. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF the parties have signed these presents and a duplicate thereof, the day and year first hereinabove written.

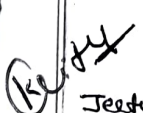




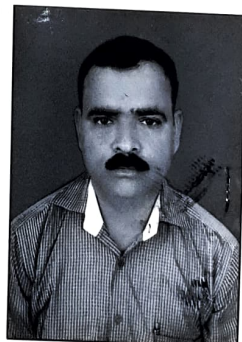


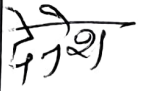


WITNESSES;



Jeetu Kushwaha
21, Orcha Gate Bahar [8]
Kailash Residency
9473872226





दिनेश कुमार शर्मा 576 मी. ए. ०. हरियाणा
अ. १९/६१६५ Talpura Thane

आवेदन सं०: 202000860020790

बही संख्या 1 जिल्द संख्या 8790 के पृष्ठ 233 से 260 तक क्रमांक
6391 पर दिनांक 20/10/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



शबाना बेगम (प्रभारी)

उप निबंधक : सदर प्रथम

झांसी

20/10/2020

