### प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर तृतीय कानिपुर नगर क्रम 2025210006291

आवेदन संख्या : 202500849012195

विश्वासार्य जावकारा के हस्ताक्षर

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक

2025-03-01 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम इन्द्रेश मिश्रा

लेख का प्रकार

अनुबंध विलेख/घोषणा पत्र

/ 0.00

प्रतिफल की धनराशि

1 . रजिस्ट्रीकरण शुल्क

100

2 . प्रतिलिपिकरण शुल्क

80

3 . निरीक्षण या तलाश शुल्क

4 . मुख़्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग

180

शुल्क वसूल करने का दिनाँक

2025-03-01 00:00:00

दिनाँक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर 🖊

2025-03-01 00:00:00



### INDIA NON JUDICIAL

### **Government of Uttar Pradesh**

#### e-Stamp

MANORAMA SRIVASTAVA
STAMP VENDER
LICENCE NO 21/05
E-STAMPING ACCID-UP14/31404
CIVIL COURT COMPOUND K MPUR NAGAR
MOB.: 9044280981

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

#### IN-UP26001808268020X

01-Mar-2025 11:39 AM

NEWIMPACC (SV)/ up14131404/ KANPUR SADAR/ UP-KNP

SUBIN-UPUP1413140449158246627070X

MS JASIA INFRA

Article 5 Agreement or Memorandum of an agreement

Not Applicable

MS JASIA INFRA

J P REALTOR PRIVATE LIMITED

MS JASIA INFRA

1,000

(One Thousand only)

Hastia and



लॉक किया गया

Please write or type below this line







For J.P. Realtor (P) Ltd.

OE 0021260591

- The authenticity of this Stamp certificate should be verified at 'www.shcilestainp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

  The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority

NAME OF OFFICE: SUB-REGISTRAR, ZONE NO. KANPUR NAGAR

1- DATE OF EXECUTION

2- DATE OF PRESENTATION

3- NATURE OF DOCUMENT

4 - Name of Presentator

:01/03/2025

:01/03/2025

: CONSORTIUM AGREEMENT

: INDRESH MISHRA

S/o Late RAKESH KUMAR MISHRA R/o 7/207, Part-1, Swaroop

Nagar, Kanpur 208002

5- Name of First Party

: M/s. JASIA INFRA, a partnership firm constituted under provision of Indian Partnership Act, 1932 having principal place of business at 7/207, Part-1. Swaroop Nagar, Kanpur Nagar, Uttar Pradesh

208002

PAN AASFJ0756C through its Authorized Partner INDRESH MISHRA S/o Late RAKESH KUMAR MISHRA R/o 7/207, Part-1, Swaroop Nagar, Kanpur 208002

Aadhar no. xxxx xxxx 2809 Company PAN AASFJ0756C

Mob. No. 7705010090

6- Name of Second Party

: J.P. REALTOR PRIVATE LIMITED, (CIN: U45201DL1999PTC101153) a Private Limited Company duly incorporated under the Company Act, 1956 having its registered office: 268-C,Guru Nanak Auto Market, Kashmere Gate, New Delhi 110006 and its corporate office: 7/72-A, Tilak Nagar, Kanpur

FOR JASIA

For J.P. Realtor (P) Ltd.

208002, acting through its Director

JASBIR SINGH BHATIA S/o Late Nirmal Singh Bhatia R/o 118/313 Kaushalpuri, Kanpur, Kanpur 208011

Aadhar no. xxxx xxxx 8594
COMPANY PAN:AAACJ9488Q
Mobile No. 9839084194

8- Stamp duty payable

9- E-Stamp Certificate No.

& Date

10-Certificate No.

: Rs. 1000/-

: IN-UP26001808268020X

: Date:-01-03-2025

: QE 0021260591

# CONSORTIUM AGREEMENT

This Consortium Agreement is made & executed at Kanpur on this 1st day of March 2025 by and between:

1. M/s. JASIA INFRA, a partnership firm constituted under provision of Indian Partnership Act, 1932 having principal place of business at 7/207, Part-1, Swaroop Nagar, Kanpur Nagar, Uttar Pradesh 208002 PAN AASFJ0756C through its Partner Mr. INDRESH MISHRA(Aadhar no. 5823-3415-2809 and PAN CVHPM8428E) S/o Late RAKESH KUMAR MISHRA R/o 7/207, Part-1, Swaroop Nagar, Kanpur 208002, authorized vide letter dated 15.02.2025 hereinafter referred to as "Developer/Lead Member" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the FIRST PART;

PARTNER

For J.P. Realtor (P) Ltd.

#### AND

2. J.P. REALTOR PRIVATE LIMITED, (CIN: U45201DL1999PTC101153) a Private Limited Company duly incorporated under the Company Act, 1956 having its registered office: 268-C, Guru Nanak Auto Market, Kashmere Gate, New Delhi 110006 and its corporate office: 7/72-A, Tilak Nagar, Kanpur 208002, PAN AAACJ9488Q through its Director Mr. Jasbir Singh Bhatiya (Aadhar no. 3784-4181-2228 and PAN AAUPB4939M) S/o Late Nirmal Singh Bhatiya R/o 118/313, Kaushalpuri, Kanpur 208002, authorized vide board resolution dated 15.02.2025 hereinafter called the "Consortium Member" (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its directors, legal representatives, nominees, successors & the permitted assigns etc.) of the SECOND PART.

That the FIRST PART as mentioned above shall be referred as "Lead Member" and both parties as mentioned above shall collectively referred to as the "Consortium member(s)".

That all the Consortium member(s) shall collectively be known as "Parties" and individually as the "Party".

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

#### PURPOSE OF CONSORTIUM

Whereas parties mentioned above entered into and executed this agreement for forming a consortium with the object of development of project on land into Residential Group. For J.P. Realtor

For JASIA INFRA

Housing project under the name & style of "THE PALM ESTATE" ("said project");

#### DURATION

This Agreement shall come into force and effect on as of the date of signing of this agreement by the Members. Unless otherwise terminated earlier, this agreement shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project. The construction shall be done by Lead Member at their own cost and shall be completed within 5 years from the date of this agreement with a grace period of 12 months.

### 3. COORDINATION AND SHAREHOLDING

- "Lead Member" who shall be the point of contact for purpose of Project. It is hereby agreed by the Members that for the purpose of this agreement M/s. JASIA INFRA has been appointed as Lead Member. The Lead Member shall be specifically authorized by Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation and jointly and severally liable for the successful completion of the entire Project.
- b) For the purpose of this agreement, the Lead Member shall be the single point of contact for all Authorities/ Departments and shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this agreement.

For J.P. Realtor (P) Ltd.

- c) All instructions/communications from the Authorities/Departments to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.
- d) The Lead Member shall be responsible for the development and marketing of the said project in accordance with this consortium agreement. The sale consideration shall be distributed as per mutually agreed ratio, which both the parties have decided internally.
- e) All the parties confirm that the ratio is amicably decided and adequate for the rights being provided to either party or the parties shall never challenge the correctness of the adequacy of their ratio at any time in the future. The lead member shall act as a private developer and it is clarified that no land has been transferred by this consortium agreement.

### 4. RIGHTS AND OBLIGATIONS

- a) The lead member is authorized to get the maps sectioned from Kanpur Development Authority ("KDA/Competent Authority") for carrying out construction/development of project & will pay off the dues of the KDA as and when demanded.
- b) The parties of this consortium shall sign and execute, without any fail, all necessary deeds, form, applications and other documents whenever required to deal with or to take approvals, permissions consent etc. from competent authority or any other authority for construction/development of the said project.
- or obstruction from any Govt. Department(s) and/ or by any allottees/ claimants is created, then it shall be the duty of the Lead Member to fulfill the conditions, comply with the compliances,

PARTNER

For J.P. Realtor (P) Ltd.

remove the impediment or satisfy the claimants or allottees at their own cost and effort. The matters related to the title and possession of the said project land, and due to which if the construction is halted then it shall be the duty of the First Party to settle those at their own cost and effort. The parties shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the earliest.

- the units to be developed in the entire project including area falling in the portion of the other consortium members. All the bookings made in the project shall be presumed as accepted & agreed by other consortium members also. The Lead Member shall be entitled to advertise this project by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement as deemed fit, on the said land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site after registration of the said project under RERA.
- rhat the Lead Member shall sign, execute, enter into, determine, negotiate, finalize, modify the terms and conditions of the booking/application form, allotment letter, and agreement with the buyer(s) in the project including deciding terms related to the consequences of delay, levy of interest, waiving off of interest, cancellation of booking, re-allotment of units upon cancellation etc. The other members along with the Lead Member will jointly execute agreements/deeds for successful execution of the transactions.

f) The consortium may raise loans from financial institutions/Banks for smooth construction and development of the project as mutually JASIA INFRA

DARTNER

For J.P. Realtor (P) Ltd.

- decided by both the parties and any short coming in funds for construction of the project shall be arranged by the Lead Member.
- g) The Lead Member shall be responsible for all the compliances related to Real Estate (Regulation and Development) Act 2016.
- h) The Lead Member shall be responsible for transmission of any documents and information connected with Project to Consortium Members.
- i) The representations and declarations made by the Lead Member shall be legally binding on all consortium members of this agreement.
- j) Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this agreement.
- k) All cases/litigations, civil, criminal, consumer pertaining to the delay in development, construction, possession, labor or workmen disputes shall be defended by the Lead Member. The Lead Member shall abide and comply with all labor laws and minimum wages act and is responsible for any accident at the construction site and the other consortium members shall not be responsible for that.
- I) The cost of stamping, registration etc. of this Consortium Agreement and other papers pertaining to give effect to this consortium shall be borne by the Lead Member.

# 5. RESPONSIBILITIES TOWARDS EACH OTHER

a) Each Member undertakes to promptly notify each Member about any significant delay in fulfillment of milestones in relation to the Project; and/or any relevant communications as receives from third parties in relation to the Project.

ARTNER

For J.P. Realtor (P) Ltd.

- b) Each Member shall act in good faith and use reasonable efforts to ensure time-bound compliance of their obligations under this agreement and promptly act to correct any error therein as soon as it came into the knowledge.
- c) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third-party benefit.

### 6. LIABILITIES

- be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this agreement. The Lead Member shall be responsible for timely delivery of the possession to the home buyers.
- b) Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.
- free from all encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorized occupation, claims and litigations, whatever. That the other consortium members further agree and undertakes to keep the said project land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigation and shall keep thereof absolutely free and saleable at all time hereof.
- d) Subject always to such other undertakings and warranties as are provided for in this agreement, each Member shall be solely liable for any loss, damage or injury to third parties resulting from it

FOR JASIA INFRA

For J.P. Realtor (P) Ltd.

carrying out its parts of the Project and from its use of knowledge and/ or knowhow.

- e) That the income tax liability shall be shared and borne by the parties hereto in proportion to their share on sharing ratio, if any.
- f) Liability with respect to all the other taxes including GST, etc shall be borne by the Lead Member at their own. No party shall be held responsible for other's share of liability and consequence in case of default.

# 7. REPRESENTATION AND WARRANTIES

The Members hereby represent and warrant that:

- They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this agreement and to perform their obligations under this agreement.
- Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this agreement 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) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this agreement.

d) The Members have read, understood and agreed with terms and conditions of this agreement.

PARTNER

For J.P. Realtor (P) Ltd.

Director/Auth C

#### NOTICES 8.

- Notices, demands or other communication required or permitted to \*a) be given or made under this agreement shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.
  - Any such notice, demand or communication shall, unless the b) contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at given address.

### ARBITRATION

Any and all disputes or differences between the Members arising out of or in connection with this agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Members. Any dispute arising in connection with this agreement which cannot be resolved by the Members in accordance with the terms of this agreement shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration.

### 10. FORCE MAJEURE

None of the members shall be held in default in the performance of the obligation, under this agreement, in the events of force majeure which without any limitation include war, civil, commotion, riots, Act of God, Government Action. In the event of force majeure, the members of the Consortium agreement undertake to consult each other.

For J.P. Realtor (P) Ltd.

# 11. TERMINATION OF AGREEMENT

- a) This agreement may be terminated by mutual consent of all the parties.
- None of the consortium member shall be entitled to terminate this Agreement, as a substantial investment is being made by all the consortium members for the purpose of the project unless the terms and conditions agreed upon are not fulfilled by the members.

### 12. MISCELLANEOUS

- a) Any provisions of this agreement, which are invalid or unenforceable, shall be ineffective to extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- b) This agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.

IN WITNESS WHEREOF The parties aforesaid have executed this Consortium agreement on the date and year mentioned above and have caused this consortium agreement to be signed on their manner in the manner set out below.

For JASIA INFRA

PARTNER

For J.P. Realtor (P) Ltd.

Director/Auth, Signates

#### Witness:



Ranu Dixit

1. RAHUL DIXIT S/o Rama Shankar Dixit, 1644, Rajender Nagar, Naubasta, Kanpur-208021 AADHAR: 2192-1736-2672.

PH: +91-8707445860

For M/s. HASIA INFRA

PARTNER

(Partner) Lead Member



ampit

2.ARPIT MISHRA S/o Anil Mishra 491-492 LIG, Gangapur Colony, Yashoda Nagar, Kidwai Nagar, Kanpur- 208011

AADHAR: 3570-8213-4646 PH:+91-9026048883 For M/s. J.P.REALTOR PVT LTD

For J.P. Realtor (P) Ltd.

Director/Auth. Signatory

(Director)

Consortium Member

Drafted By:- Amulya Kumar Verma Advocate Mob. No. 9415483924 आवेदन सं०: 202500849012195

बही संख्या 4 जिल्द संख्या 1069 के पृष्ठ 255 से 280 तक क्रमांक 59 पर दिनाँक 01/03/2025 को रजिस्ट्रीकृत किया गया ।

रिवार्ट्रीदारण अधिकारी के हस्ताक्षर

ला है - अंगु हो महेन्द्र प्रताप सिंह प्रभारी उप निबंधक : सदर तृतीय कानपुर नगर 01/03/2025



आवेदन सं०: 202500849012195

बही स०: 4

रजिस्ट्रेशन स०: 59

वर्ष: 2025

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

प्रथम पक्षः 1

श्री जेसिया इन्फ्रा के द्वारा इन्द्रेश मिश्रा, पुत्र श्री स्व॰ राकेश कुमार मिश्रा

निवासी: ७/२०७, पार्ट-१, स्वरूप नगर, कानपुर नगर

व्यवसाय: अन्य

द्वितीय पक्षः 1





श्री जे॰पी॰ रियल्टर प्रा॰िल॰ द्वारा डायरेक्टर जसबीर सिंह भाटिया, पुत्र श्री स्व॰ निर्मल सिंह भाटिया

निवासी: 118/313 कौशलपुरी, कानपुर न्यूपर

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता : 1

श्री राहुल दीक्षित, पुत्र श्री रमा शंकर दीक्षित

निवासी: 1644 राजेन्द्र नगर, नौबस्ता, कानपुर नगर

व्यवसाय: अन्य

Rahul Dixit





पहचानकर्ता: 2

श्री अर्पित मिश्र, पुत्र श्री अनिल मिश्रा

निवासी: 491-492 एलआईजी गंगापुर कालोनी यशोदा नगर

कानपुर नगर

व्यवसाय: अन्य

7 m



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है । टिप्पणी : महेन्द्र प्रताप सिह प्रभारी उप निबंधक : सदर तृतीय कानपुर नगर 01/03/2025

महेन्द्र प्रताप सिंह निबंधक लिपिक कानपुर नगर 01/03/2025 आवेदन सं०: 202500849012195

## अनुबंध विलेख/घोषणा पत्र

बही स०: 4

रजिस्ट्रेशन स०: 59

वर्ष: 2025

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

श्री जेसिया इन्फ्रा द्वारा इन्द्रेश मिश्रा अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री स्व॰ राकेश कुमार मिश्रा

व्यवसाय : अन्य

श्री, जेसिया इन्फ्रा द्वारा

निवासी: ७/२०७, पार्ट-१, स्वरूप नगर, कानपुर नगर

इन्द्रेश मिश्रा अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 01/03/2025 एवं 02:27:52 PM बजे निबंधन हेतु पेश किया।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

महेन्द्र प्रताप्र सिंह प्रभारी उप निबंधक :सदर तृतीय कानपुर नगर 01/03/2025 महेन्द्र प्रताप सिंह

महेन्द्र प्रताप सिंह निबंधक लिपिक 01/03/2025

