

2) **M/s ABL DEVELOPERS** through Authorized Signatory Mr. Jai Prakash Pandey S/o Shri Paramatma Pandey (Aadhar no. xxxx xxxx 4051) having their registered office at near Mustra Railway Station Kanpur Gwalior Bypass Road Jhansi (U.P.) -284128 hereinafter referred to as "Member-1" which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART;

3) **M/s YADU DEVELOPERS PVT. LTD.** through Authorized Signatory Mr. Shailendra Kumar Singh S/o Shri Anant Singh (Aadhar no. xxxx xxxx 7266) having their registered office at A-73 Third Floor Sector -2, Noida hereinafter referred to as "Member-2" which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART;

All the above parties for the purpose of this MoU hereinafter individually called the 'Member' and collectively called the 'Members'

WHEREAS

- (a) The Members intend to develop a Township at Arazi no. 89/1, 89/2, 89/3, 90 & 98 village – Kochhabhanwar, Paramedical Road Tehsil and District Jhansi, Uttar Pradesh.
- (b) The Members have agreed to join hands in the form of a Consortium to provide the financial, technical, managerial and other services for the said Project on the terms and conditions as set forth in this MoU;

NOW, THEREFORE, this MoU witnesses as follows:-

In Consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:









 [2]

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 242

वर्ष: 2024

प्रतिफल- 0 स्टाम्प शुल्क- 5000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 60 योग : 560

श्री सनफ्रान डेवलपर प्रा० लि० द्वारा
श्यामल कुमार पॉल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री एम० के० पॉल
व्यवसाय : अन्य
निवासी: 15- सी तिलक नगर बी०एच० ई० एल० सिमरावारी झांसी

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श्री, सनफ्रान डेवलपर प्रा० लि० द्वारा

श्यामल कुमार पॉल अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 23/12/2024 एवं
03:44:41 PM बजे
निबंधन हेतु पेश किया।

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रजिस्ट्रेशन अधिकारी के हस्ताक्षर

सुभाष चन्द्र .
उप निबंधक :सदर प्रथम
झांसी
23/12/2024

संजय शर्मा .
निबंधक लिपिक
23/12/2024

प्रिंट करें



1. DEFINITIONS AND INTERPRETATIONS:-

1.1 Definitions

Capitalized terms used in this MoU shall have their respective defined meanings, and/or shall have the meanings specified below.

- (a) 'Applicant' means the Consortium Applicant;
- (b) 'Authority' means the Jhansi Development Authority or the respective Development Authority as the case may be;
- (c) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- (d) 'Consortium' means the Consortium formed between the Members in accordance with this MoU;
- (e) 'Development Authority' means Development Authority as defined in section-2 (g) of Uttar Pradesh Urban Planning and Development Act, 1973;
- (f) 'Housing Commissioner' means the Housing Commissioner of the Uttar Pradesh Housing and Development Board.
- (g) 'Lead Member' means the member of the Consortium which has been designated by the other members of the Consortium and also authorized to take the lead in the management of the Consortium's affairs.
- (h) 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project.
- (i) 'MoU' (Memorandum of Understanding) means a legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.



[3]



बही सं०: 4

रजिस्ट्रेशन सं०: 242

वर्ष: 2024

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

प्रथम पक्ष: 1

श्री ए०बी०एल० डेवलपर्स के द्वारा जय प्रकाश पाण्डेय, पुत्र श्री परमात्मा पाण्डेय

निवासी: नियम मुस्तारा स्टेशन कानपुर ग्वालियर रोड झांसी

व्यवसाय: नौकरी

प्रथम पक्ष: 2

श्री यदु डवरेवपर्स प्रा० लि० के द्वारा शैलेन्द्र कुमार सिंह, पुत्र श्री आनन्त सिंह

निवासी: ए० 73 नृतीय तल नोयडा

व्यवसाय: अन्य

द्वितीय पक्ष: 1

श्री सनफ्रान डेवलपर प्रा० लि० के द्वारा श्यामल कुमार पॉल, पुत्र श्री एम० के० पॉल

निवासी: 15- सी तिलक नगर बी०एच० ई० एल० सिमरावारी झांसी

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री अमन शर्मा, पुत्र श्री राकेश शर्मा

निवासी: 552, चन्द्रा होटल के पीछे बाहर खण्डेराव गेट झांसी

व्यवसाय: अन्य

पहचानकर्ता : 2

श्री हरिशंकर पाल, पुत्र श्री माताहनु पाल

निवासी: 80, बुढा झांसी

व्यवसाय: अन्य

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

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र .

उप निबंधक : सदर प्रथम

झांसी

23/12/2024

संजय पाल

निबंधक लिपिक झांसी

23/12/2024

प्रिंट करें

(j) 'Private Developer' means an individual, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development and to whom a license has been granted by the Authority.

(k) 'Vice Chairman' means the Vice Chairman of the concerned Development Authority.

1.2 Interpretation

(a) For the purpose of this MoU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.

(b) References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.

(c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MoU.

(d) References to the word 'include' and 'including' shall be construed without limitation.

(e) Any references to 'day' shall mean a reference to a calendar day.

2. PURPOSE OF CONSORTIUM MoU:-

2.1 The purpose of this MoU is to specify the responsibilities of the Members towards the execution of the Project including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.



[4]



आवेदन सं०: 202400860046232

बही संख्या 4 जिल्द संख्या 142 के पृष्ठ 53 से 70 तक क्रमांक 242 पर दिनांक
23/12/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र .

उप निबंधक : सदर प्रथम

झांसी

23/12/2024

प्रिंट करें



3. DURATION:-

- 3.1 This MoU shall come into force and effect on as of the date of signing of this MoU by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project. The termination would be subject to clauses 13.5 to 13.8

4. COORDINATOR:-

- 4.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the MoU M/s Sanfran Developer Pvt. Ltd. has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire Project.
- 4.2 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority 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 Mou.
- 4.3 All instructions/communications from the Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.
- 4.4 For the avoidance of doubt it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by them under this MoU.





5. RIGHTS AND OBLIGATIONS:-

- 5.1 For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible.
- 5.2 The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.
- 5.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.
- 5.4 Each Member shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all of its obligations under this MoU. Keeping in mind the completion of the project on time, lead member will be able to perform all financial duties like obtaining loan from banks, receiving money from the allottees and also will be able to mortgage the land / residential/ commercial plots / building whatever within the project.

6. RESPONSIBILITIES TOWARDS EACH OTHER :-

- 6.1 Each Member undertake:
- a) to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Project; and
 - b) To inform other Members of relevant communications it receives from third parties in relation to the Project.
- 6.2 Each Member shall act in good faith and use reasonable efforts to ensure time-bound compliance of their obligations under this MoU and promptly act to correct any error therein as soon as it came into the knowledge.
- 6.3 Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this MoU and also abide by the terms and condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.

A handwritten signature in black ink, appearing to be 'JL', is positioned above a dark, circular fingerprint impression.A handwritten signature in black ink, appearing to be 'M. Reddy', is positioned above a dark, circular fingerprint impression.A handwritten signature in black ink, appearing to be 'S. Reddy', is positioned above a dark, circular fingerprint impression.

6.4 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.

7. LIABILITIES:-

7.1 Liability towards each other:

The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this MoU.

7.2 Indemnification of a Member for each other:

Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

7.3 Liability towards Third Parties:

Subject always to such other undertakings and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or knowhow.

8. REPRESENTATION AND WARRANTIES :-

8.1 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 MoU and to perform their obligations under this MoU.

b) This MoU 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 MoU 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 MoU.
- d) The Members have read, understood and agreed with the terms and conditions of this Mou.

9. NOTICES :-


- 9.1 Notices, demands or other communication required or permitted to be given or made under this MoU 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.
- 9.2 Any such notice, demand or communication shall, unless the 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 the given address.

10. ARBITRATION:-

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









11. FORCE MAJEURE :-

None of the members shall be held in default in the performance of the obligation, under this MoU, 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 MoU undertake to consult each other.

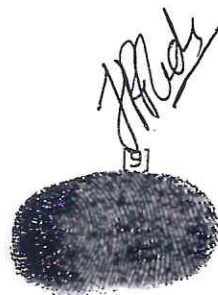
12. TERMINATION OF CONSORTIUM MoU:-

This Consortium MoU may be terminated upon the arrival of the first of following events:-

- 12.1 On completion of project
- 12.2 On mutual consent of consortium members

13. MISCELLANEOUS:-

- 13.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.
- 13.2 Any provision of this MoU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 13.3 This MoU 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.
- 13.4 The Schedule-1 shall have the same force and effect as if expressly set in the body of this MoU and any reference to this MoU shall include the Schedule-1.
- 13.5 Any Member of the Consortium can only be changed with the prior approval of the concerned Authority subject to fulfillment of minimum financial capability of the Consortium.





- 13.6** Lead Member can only be changed with the prior approval of the Authority (Board) subject to completion of all development works under the first Development Agreement including construction of the prescribed number of houses for the Economically Weaker Section and Low income Group families, development/construction of public amenities and development of village Abadies falling within the Project area as envisaged and approved under the project.
- 13.7** In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted to the Authority by the Lead Member.
- 13.8** No variation or modification to the terms of this MoU shall be made except as may be permitted by the concerned Authority.

IN WITNESS WHEREOF, the Members have entered into this MoU on the day, month and year first mentioned above.

Lead Member

Signature:
For- M/s SANFRAN DEVELOPER PVT. LTD.



Member-1

Signature:
For- M/s ABL DEVELOPERS



Member-2

Signature:

For- M/s YADU PVT. LTD.



Witnesses:-

1. Aman Sharma S/O Rakesh Sharma

552 Behind Chanda Hotel Outside Khanderao Gate Jhansi (UP). 284002

Aman Sharma
Aadhar NO
XXXXXXXXXXXX3415



2. Hari Shankar Pal

S/o Matadeen Pal

R/o 80, Budha Jhansi (U.P.)- 284002

Aadhar NO.
XXXXXXXXXXXX7256

Hari Shankar Pal





Schedule -1

Roles and Responsibilities of each Individual member of the consortium MoU

(Refer Clause- 4.1, 4.4, and 13.4)

Describe the Roles and Responsibilities of each individual member of the consortium)

Sr.no	Type of Member	Roles and Responsibilities
1.	Lead Member M/s SANFRAN DEVELOPER PVT. LTD. Sanfran Square , A-73, Third Floor Sector-2, Noida (U.P.)	To obtain requisite license, permissions, sanctions and approval for development and construction, execution of development and construction work, maintenance of service, management and disposal of properties of members.
2.	Member-1 M/s ABL DEVELOPERS Near Mustra Railway Station Kanpur Gwalior Bypass Road Jhansi (U.P.) -284128	To give absolute description about land to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify to the lead member due and defect in title.
3.	Member-2 M/s YADU DEVELOPERS PVT. LTD. A-73 Third Floor Sector - 2, Noida	To give absolute description about land to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify to the lead member due and defect in title.







