

#### प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उप निबंधक सदर तृतीय कानपुर नगर क्रम 2025210016150

े अविदन संख्या : 202500849033237

शेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2025-06-06 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम सुरेन्द्र जाखोदिया

लेख का प्रकार

अनुबंध विलेख/घोषणा पत्र

प्रतिफल की धनराशि 0

/ 0.00

1 . रजिस्ट्रीकरण शुल्क

100

80

2 . प्रतिलिपिकरण शुल्क

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

2025-06-06 00:00:00

शुल्क बसूल करने का दिनाँक दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2025-06-06 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



### INDIA NON JUDICIAL

**Government of Uttar Pradesh** 

e-Stamp

Licence No. 130

E Stamping ACC Civil Court Compound Kampur Na

Mobile-875695

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-UP71853749410576X

03-Jun-2025 04:03 PM

NEWIMPACC (SV)/ up14136404/ KANPUR/ UP-KNP

SUBIN-UPUP1413640440644805253971X

RAKESH KUMAR GARG AND OTHERS

Article 5 Agreement or Memorandum of an agreement

FOR AGREEMENT

MS NAVSHEEL STANDARD CONSTRUCTIONS

RAKESH KUMAR GARG AND OTHERS

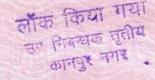
RAKESH KUMAR GARG AND OTHERS

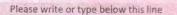
1,000

(One Thousand only)

सत्यमव जयत















IN UP21853749410576X

dard Constructions

Navsheel Standard Constructions Private Limited

Partner

PF 0001919708

#### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.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.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy please inform the Competent Authority.

# BEFORE THE SUB RAGISTRARE ZONE -- KANPUR NAGAR

1- DATE OF PRESENTATION:

06-06-2024

2- DATE OF EXICUTION

06-06-2024

3- Nature of document

: CONSORTIUM AGREEMENT

4- Name and address of

.

1. First Party

M/s. Navsheel Standard Constructions, a partnership firm constituted under provision of Indian Partnership Act, 1932 having principal place of business at 35 Cariappa road Cantonment, Kanpur Nagar, Uttar Pradesh 208004 PAN AAGFN4028D through its Partner Surendra Jakhodia (Aadhar no. 7166-4156-5899 and PAN ABGPJ3312H S/o Late Mahadeoprasad. Jakhodia R/o 18 Shiv Godavari Nagar, Pokharpur, Jajmau Kanpur Nagar,

#### PAN AAGFN4028D

(Aadhar no. 7166-4156-5899 and PAN ABGPJ3312H Mo.9839039984

5- Stamp duty Payable6. Name and address ofSecond & Third party

1000/-

Navsheel Standard Construction Pvt Ltd, (CIN: U45201UP2005PTC030672) a Private Limited Company

For Navsheel Standard Constructions .

Marshed Standard Constructions Private Limite

mi De Maria

duly incorporated under the Company Act, 1956 having its registered office 127/219-A Juhi Kalan, Kidwai Nagar, Kanpur 208014, acting through its Director Mr. Ankur Garg Son of Atul Kumar Garg (Aadhar no. 4673-8586-4004 PAN AEOPG9220N Mo.9839067933

Mr. Rakesh Kumar Garg S/o Late Shri Roop Kishore Garg, aged about 72 years, residing at 35, Cantonment, Kanpur Nagar, Uttar Pradesh 208004

## (Aadhar No. XXXX XXXX 8139 PAN AELPG1412P)

Mo. 7388508221

**Kishore** Mr. Rajiv 8. Bhartiya S/o Bharat Kishore Bhartiya aged about 64 years, residing at Flat No 602 & 603 Imperial Galaxy Apartment 7/127 Swarup Nagar Kanpur, Uttar Pradesh -208002

(Aadhar No. 8116-1900-8639 PAN ACBPB9468Q) Mo. 9839100726

For Marchael Standard Constructions

Leve yellow

7.

Navshee, Standard Lonstructions Private London

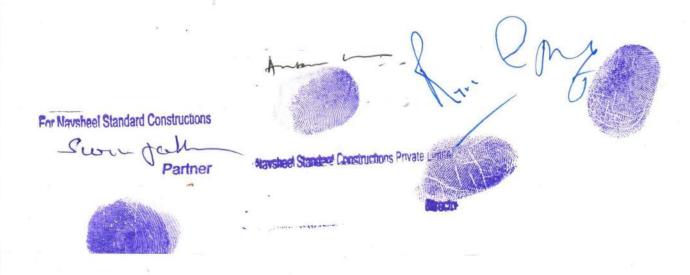
# CONSORTIUM AGREEMENT

This Consortium Agreement is made & executed at **Kanpur** on this  $03^{rd}$  day of Jun 2025 by and between:

1 M/s. Navsheel Standard Constructions, a partnership firm constituted under provision of Indian Partnership Act, 1932 having principal place of business at 35 Cariappa road Cantonment, Kanpur Nagar, Uttar Pradesh 208004 PAN AAGFN4028D through its Partner Surendra Jakhodia (Aadhar no. 7166-4156-5899 ABGPJ3312H S/o Late Mahadeoprasad. Jakhodia R/o 18 Shiv Godavari Nagar, Pokharpur, Jajmau Kanpur Nagar, authorized vide letter dated 20.09.2024 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.

#### AND

Navsheel Standard Construction Pvt Ltd, (CIN: U45201UP2005PTC030672) a Private Limited Company duly incorporated under the Company Act, 1956 having its registered office 127/219-A Juhi Kalan, Kidwai Nagar, Kanpur 208014, acting through its Director Mr. Ankur Garg (Aadhar no. 4673-8586-4004)



and PAN AEOPG9220N duly authorized vide board resolution dated 20.09.2024 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;

#### AND

3. Mr. Rakesh Kumar Garg (Aadhar No. 7306 9451 8139 & PAN AELPG1412P) S/o Late Shri Roop Kishore Garg, aged about 72 years, residing at 35, Cantonment, Kanpur Nagar, Uttar Pradesh 208004 hereinafter called the "Consortium Member" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the THIRD PART;

#### AND

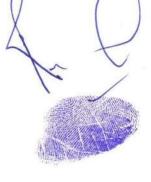
4. Mr. Rajiv Kishore Bhartiya (Aadhar No. 8116-1900-8639 & PAN ACBPB9468Q) S/o Bharat Kishore Bhartiya aged about 64 years, residing at Flat No 602 & 603 Imperial Galaxy Apartment 7/127 Swarup Nagar Kanpur, Uttar Pradesh -208002 hereinafter called the "Consortium Member" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the FOURTH PART;

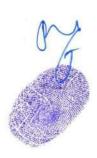
For Navsheel Standard Constructions

— Cware Johns

Partner







That the First Party as mentioned above shall be referred as "Lead Member" and all 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".

Note-e-Stamp Certificate No. IN-UP71853749410576X Date 03/06/2025 NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER: -

#### 1. PURPOSE OF CONSORTIUM

Whereas parties mentioned above entered into and executed this agreement for forming a consortium with the object of development of project land situated in Village- Taudakpur, District- Kanpur Nagar, Uttar Pradesh into various plotting projects (into Phases or Otherwise) under the name & style of "Jyoti Greens" ("said project");

#### 2. 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.

#### 3. COORDINATION AND SHAREHOLDING

3.1. The Members hereby understand and agree that there shall be a "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. Navsheel Standard Construction has been

For Navsheel Standard Constructions

Sweller

Partner

Standard Constructions Private Limites

M. J.

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.

- 3.2. 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.
- 3.3. 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.
- 3.4. 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 all the parties have decided internally.
- 3.5. 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

4.1 The lead member is authorized to get the maps sectioned from Kanpur Development Authority ("KDA/Competent Authority") for carrying out

For Navsheel Standard Constructions

Partner

Navsheel Standard Constructions Private Linde

alecto'

construction/development of project & will pay off the dues of the KDA as and when demanded.

- 4.2 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.
- 4.3 That during the term of development/construction, if any, problem or obstruction from any Govt. department(s) and/ or by any allottees/ claimants is created, arose excluding 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 all the parties to fulfill the conditions, comply with the compliances, remove the impediment or satisfy the claimants or allottees 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 and that delay will not be considered or calculated in the time duration for completion of the project.
- 4.4 The lead member shall have right to accept inquires/bookings of 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

For Navsheel Standard Constructions

Partner

Sarshee Sarshe

Shacio

entitled to invite prospective buyers/customers to the site after registration of the said project under RERA.

- 4.5 That 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 will join the hands in agreements/deeds as when required under the law for successful execution of the transactions.
- 4.6 The consortium shall raise loans from financial institutions/Banks for smooth construction and development of the project and any short coming in financing of the project shall be arranged by the consortium members as mutually agreed by the members of consortium.
- 4.7 That all parties shall be jointly responsible for all the compliances related to Real Estate (Regulation and Development) Act 2016.
- 4.8 The Lead Member shall be responsible for transmission of any documents and information connected with Project to Consortium Members.
- 4.9 The representations and declarations made by the Lead Member shall be legally binding on all consortium members of this agreement.
- 4.10 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this agreement.

For Navsheel Standard Constructions
Survey Letterb

lavsheel Standard Constructions Private Limiter

PE.

- 4.11 All cases/litigations, civil, criminal, consumer pertaining to the delay in development, construction, possession, labor or workmen disputes shall be defended by the first party. The first party 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.
- 4.12 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 first party.

#### 5. RESPONSIBILITIES TOWARDS EACH OTHER

- 5.1 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.
- 5.2 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.
- 5.3 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. That all parties shall be jointly responsible for successful completion and handover of the project.

For Navsheel Standard Constructions

Swear Johnson
Partner

Marsheel Standard Constructions Private Linear

#### 6. LIABILITIES

- 6.1. The Members hereby understand and agree that each Member shall be Jointly liable for any default with regard to the deliverables of his part under the terms and conditions of this agreement. All the members shall be jointly responsible for timely delivery of the possession to the home buyers.
- 6.2. That every consortium member has assured that said project land is 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.
- 6.3. Subject always to such other undertakings and warranties as are provided for in this agreement, All Members shall be jointly liable for any loss, damage or injury to third parties resulting from it carrying out its parts of the Project and from its use of knowledge and/ or knowhow.
- 6.4. That the income tax liability shall be shared and borne by the parties hereto in proportion to their share on sharing ratio, if any.

For Navsheel Standard Constructions

Partner

Staveheel Standard Constructions Private Limite

Manufac

#### 7. REPRESENTATION AND WARRANTIES

The Members hereby represent and warrant that:

- 7.1. 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.
- 7.2. This agreement 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 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.
- 7.3. 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.
- 7.4. The Members have read, understood and agreed with terms and conditions of this agreement.

#### 8. NOTICES

8.1. Notices, demands or other communication required or permitted to be given or made under this agreement shall be in writing in Hindi or

For Navsheel Standard Constructions

artner

Navsheel Standard Constructions Provale



आवेदन सं०: 202500849033237

### अनुबंध विलेख/घोषणा पत्र

वही स०: 4

रजिस्ट्रेशन स०: 155

वर्ष: 2025

प्रतिफल- ० स्टाम्प शुल्क- १००० बाजारी मूल्य - ० पंजीकरण शुल्क - १०० प्रतिलिपिकरण शुल्क - ८० योग : १८०

श्री मे॰नवशील स्टैर्ण्डड कान्सट्वेश्वनस द्वारा डेवलपर/लीड मेम्बर द्वारा सुरेन्द्र जाखोदिया अधिकृत पदाधिकारी/प्रतिनिधि,

पुत्र श्री स्व महादेव प्रसाद जाखोदिया

व्यवसाय : व्यापार

निवासी: 18 शिव गोदावरी नगर पोखरपुर कानपुर नगर 5899

श्री. मे॰नवशील स्टैर्ण्डड कान्सट्वशनस द्वारा डेवलपर लीड सुरेन्द्र जाखोदिया अधिकृत मेम्बर द्वारा

ने यह लेखपत्र इस कार्यालय में दिनाँक 06/06/2025 एवं

01:20:13 PM बजे निबंधन हेतु पेश किया।







रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

महेन्द्र प्रलॉप सिंह प्रभारी उप निबंधक :सदर तृतीय कानपुर नगर 06/06/2025

> निबंधक विपिक 06/06/2025

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.

8.2. 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 given address.

#### 9. ARBITRATION

- 9.1. 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.
- 9.2. 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 Navsheel Standard Constructions

Successful Formula Constructions

Partner

Partner



श्री मोहित कपूर, पुत्र श्री स्व दिनेश कपूर

निवासी: 325 ए ब्लाक ई श्याम नगर कानपुर नगर

व्यवसायः व्यापार

white

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है । टिप्पणी :





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

महेन्द्र प्रताप सिंह प्रभारी उप निबंधक : सदर तृतीय कानपुर नगर 06/06/2025

सुनी र देवी निबंधक लिपिक कानपुर नगर 06/06/2025



#### 11. TERMINATION OF AGREEMENT

This consortium agreement shall be valid and enforceable till the completion of the project.

#### 12. MISCELLANEOUS

- 12.1. This agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between Members with respect to subject matter of this agreement.
- 12.2. 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.
- 12.3. 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 Navsheel Standard Constructions

Sweet Jellest
Partner

Navsheel States American Private Limiter

96



# आवेदन सं०: 202500849033237

बही स०: 4

रजिस्ट्रेशन स०: 155

वर्ष: 2025

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

प्रथम पक्षः 1

श्री मे०नवशील स्टैर्ण्डड कान्सट्वशनस द्वारा डेवलपरुलीड मेम्बर के द्वारा सुरेन्द्र जाखोदिया, पुत्र श्री स्व महादेव प्रसाद जाखोदिया

निवासी: 18 शिव गोदावरी नगर पोखरपुर कानपुर नगर 5899

व्यवसाय: व्यापार







द्वितीय पक्षः ।

श्री नवशील स्टैर्ण्डंड कान्स०प्रा०लि०-कन्सोटियम मेम्बर के द्वारा अंकुर गर्ग, पुत्र श्री अतुल कुमार गर्ग

निवासी: 127/619 ए जूही कला किंदवई नगर कानपुर नगर 4004

व्यवसायः व्यापार





द्वितीय पक्षः 2

श्री राकेश कुमार गर्ग, पुत्र श्री रूप किशोर गुर्ग

निवासी: 35 केन्टोमेन्ट कानपुर नगर 8139

व्यवसायः व्यापार





द्वितीय पक्षः 3

श्री राजीव किशोर भरतिया, पुत्र श्री भरत किशोर भरतिया

निवासी: फलैट नं 602 व 603 इम्पीरियल गैलेक्सी अर्पाटमेन्ट ७/127 स्वरूप नगर कानपुर

नगर 8639

व्यवसायः व्यापार





ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री प्रभान सिंह , पुत्र श्री शिव सिंह

निवासी: म0न0353 ख बिन्दा नगर गंगौली उन्नाव

व्यवसाय: व्यापार

पहचानकर्ता: 2







प्रमान सिंह Witness:

1. Prabhan Singh S/o Shiv Singh H.No 353 Kha, Bindha Nagar Gangoli, Unnao 209861 Mo.9838217878

For M/s. Navsheel Standard Constructions

Nonen

2. Mohit Kapoor S/o Lt Dinesh Kapoor 325A, Block-E Shyam Nagar Kanpur 208013 Mo. 9335145004

For Navsheel Standard Constructions John (Partner) Lead Member

For M/s. Navsheel Standard Construction Pvt Ltd

Have Standard Constructions Private Limiter

(Director) Consortium Member

For Mr. Rakesh Kumar Garg

Consortium Member

For Mr. Rajiv Kishore Bharatiya

Consortium Member

Drafted by

Satendry Awasthi (Advocate)

h. No.5 (Ground Floor) Motilal Adhivakta hawan, Civil Cour Compound, Kanpur

Mobile No. 9415074718

आवेदन सं०: 202500849033237

बही संख्या ४ जिल्द संख्या 1072 के पृष्ठ 397 से 426 तक क्रमांक 155 पर दिनाँक 06/06/2025 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हलाक्ष

महेन्द्र प्रताप सिंह प्रभारी उप निबंधक : सदर वृतीय

का पुर्वास 06/06/2025