Lic No. 297/2020-21, ACC/UR 14327704 832/113B Ram Puram Shyam Wagar, Kanpur Nagar, Mob. No. 9838035686

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SUBIN-UPUP1432770452449665517216T

BAPL In Irabuild Pvt Ltd and Others

Article 5 Agreement or Memorandum of an agreement

Consortium Agreement Of New Highway City Situated At Mauja

Naramau Kachhar Kanpur Nagar

BAPL Indrabuild Pvt Ltd and Others

Ambuja City Homes Shelter Pvt Ltd and Ram Kumar

BAPL Indrabuild Pvt Ltd and Others

(Seven Hundred And Fifty only)





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Consortium Agreement

This Consortium Agreement (CA) is made and entered into on this day of, 2021,

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. Santosh Kumar Gupta, Aadhar No.— 3796-0424-6194 S/o Late Shri Lalta Prasad Gupta, duly authorized by Board Resolution Dated 10.06.2020 of the Company.;

And

2. Omkripa Infraland 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 "Member" and their successors and/or successors-in-office, acting through its authorized signatory Mr. Santosh Kumar Gupta, Aadhar No.— 3796-0424-6194 S/o Late Shri Lalta Prasad Gupta, duly authorized by Board Resolution Dated 10.06.2020 of the Company.;

And

3. 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. – AAFCA8494C) (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 "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 Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

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4. 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. – AAFCA8314D) (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 Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

5. 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. – AAFCA8490G) (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 Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

6. 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.- AAFCA8312F) (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 Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

7. 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. – AAFCA8302H) (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.

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6331-8009-5770 S/o Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

8. 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. – AAFCA8495D) (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 Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

9. 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 Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

10. 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 – U70100MH199PTC106581) 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-inoffice, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

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11. 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 – U70100MH199PTC108533) 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-inoffice, acting through its authorized signatory Mr. Jitendra Pratap Singh, Aadhar No. 6331-8009-5770 S/o Shri Ramfal Verma duly authorized by Board Resolution Dated 05.11.2018 of the Company.;

And

12. BABA KRIPA, a Partnership Firm duly incorporated and registered under the Indian Partnership Act, 1932 having its Principal Place of Business at Office No. – 211/3, D-288-289/10, Wadhwa Complex, Laxmi Nagar, New Delhi, PIN - 110092 (PAN No. – AAVFB9486G) 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. Santosh Kumar Gupta, Aadhar No.— 3796-0424-6194 S/o Late Shri Lalta Prasad Gupta duly authorized by Authority Letter Dated 10.06.2020 of the Partnership Firm.;

And

13. RAM KUMAR S/o Durga Prasad, F-306 BARRA 8, Barra S.O., Kanpur Nagar, Uttar Pradesh, PIN - 208027 (PAN No. – AJWPK0934C) (Aadhar No. - 7313-0606-2656) 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.





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

NOW THEREFORE, CONSORTIUM AGREEMENT 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, The Industrial Area Development Authority or Zila Panchayat of the area, 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, 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) <u>Brand Name:</u> Means the name of the project "New Highway City (Phase-2)" as mutually decided by the Members Consortium Agreement.
- (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 Consortium Agreement from time to time in accordance with the terms of this Consortium Agreement

(CA) in writing.

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- (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 Consortium Agreement.
- (H) <u>Development Cost:</u> Shall mean all costs and expenses related to the project including but not limited to: -
 - Construction Cost: Including Cost of Material, Labor, Contractor and all I. 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.
- Consultants cost like Architect and design cost, fees and expenses for III. consultants.
- All cost and expenses incurred towards the marketing / sales, IV. administrative personnel as per organization structure.
- ٧. Marketing and Promotion Cost.
- VI. Legal Fees.
- Any other overhead cost along with applicable taxes relating to the VII. 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) Master Account: Shall have the meaning as ascribed to it in the clause.

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

(L) <u>Property:</u> Plot of Land arranged by the Members as freehold land on which

the Project is to be developed and constructed.

(M) Project Account: Shall have the meaning as ascribed to it in the clause.

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

(O) 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 Consortium Agreement, 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 Consortium Agreement, or other instruments or document shall

be construed as a reference to Consortium Agreement, or other instrument or

document as the same may be from time to time executed, amended, varied,

supplemented or novated;

(e) The headings in Consortium Agreement are for convenience only and do not

affect its construction and interpretation;

(f) The recitals and schedules form an integral part of Consortium Agreement;

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(g) And the parties acknowledge that Consortium Agreement has been drafted jointly by the parties.

3. OBJECTIVE Note-This Consortium Agreement not confer any transfer of title, Exchange of consideration amount or any security money amoung its members

The purpose of Consortium Agreement is to specify the responsibilities of the Members towards the development and execution of the project including the arrangement of the Land, preparation of the project report, Designs and Drawings, securing the sanctions and clearance for the Project 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 Consortium Agreement.

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

Consortium Agreement shall come into force and effect from the date of signing of Consortium Agreement by the Members, unless otherwise terminated earlier, Consortium Agreement shall remain effective till the complete discharge of all obligations by the Members concerning the completion and handover of the project.

5. COORDINATOR

- 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.
- 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.
- 33. 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 however the members of the

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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. 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 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" has already obtained the sanction of maps for the construction of the above said project from the Competent Authority of the area i.e., Zila Panchayat Kanpur Nagar vide letter no. 813/मा0/अन्0/ जि0पं0/2020-21 Dated - 30.12.2020.

However, due to clerical error the name of Lead Member and the Members of the Consortium have wrongly been mentioned in English on the sanctioned map. The correct names / spelling of the Lead Member and the Members of the above said Consortium and the names as wrongly spelt in English Language in the said sanctioned map are detailed hereunder in Column 1, and 2.

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No.	Name as in Consortium Agreement (1)	Name as per Sanctioned Project Map (2) JAYANTI DEVELOPMENT & REALITY PVT. LTD.	
1	Jayanti Development and Reality Pvt. Ltd.		
2	Jeevan Development and Reality Pvt. Ltd.	JEEVAN DEVELOPMENT & REALITY PVT. LTD.	
3	Pallava Development and Reality Pvt. Ltd.	PALLAV DEVELOPMENT & REALITY	
4	Alcina City Homes Estate and Development Pvt. Ltd.	ALCINA CITY HOMES ESTATE & DEVELOPMENT Pvt.Ltd.	
5	Akhilesh City Homes Reality and Development Pvt. Ltd.	AKHILESH CITY HOMES REALITY & DEVELOPMENT Pvt. Ltd.	
6	Alok City Homes Shelters Pvt. Ltd.	ALOK CITY HOMES SHELTERS Pvt. Ltd.	
7	BAPL Infrabuild Pvt. Ltd.	BAPL INFRABUILD Pvt.Ltd.	
8	Omkripa Infraland Pvt. Ltd.	OM KRIPA Pvt.Ltd	
9	Alvina City Homes Estate and Reality Pvt. Ltd.	ALVINA CITY HOMES ESTATE & REALITY Pvt.Ltd.	
10	Amaresha City Homes Reality and Development Pvt. Ltd.	AMRESHA CITY HOMES REALITY & DEVELOPMENT Pvt.Ltd.	
11	Ambuja City Homes Shelter Pvt. Ltd.	AMBHUJA CITY HOMES SHELTERS Pyt.Ltd.	
12	BABA KRIPA	BABA KRIPA	
13	RAM KUMAR s/o DURGA PRASAD	RAM KUMAR s/o DURGA PRASAD	

The companies mentioned in the above columns 1 and 2 are one and the same companies. Whereas due to clerical error the names of the above said companies have wrongly been mentioned in the English Language in column -2 above.

- (D) 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 Plots on the Property (ies) as per Consortium Agreement.
- (E) The "Lead Member" shall have full authority to develop on any Property(ies) of the Member, the Project along with the structures, requisite facilities and infrastructure as also all internal and external amenities and utilities as may be

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required, in accordance with the plans and approvals and complete the same in all respects.

- (F) The "Lead Member", as decided by the Members of Consortium shall endeavor to develop, complete and handover the Plots on the Property subject to Force Majeure events as set out in clause below.
- (G) The "Lead Member" shall develop, construct, market and sell, Plots as described in Consortium Agreement, 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 receivables against the sold Property(ies) shall be received and deposited by the "Lead Member" in the Bank Account as set out in Consortium Agreement. The payments of the entire cost to be incurred for development, construction, marketing and selling of the Plots shall be paid from the said account, the "Lead Member" has been authorized to open and operate such account.
- (H) The "Lead Member" is authorized to pay the entire development and construction cost towards the Project developed under this "CA" including architects fee and charges, fee if any, to be paid for obtaining plans sanction on the Property and 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 builtup area or change within the byelaws, the "Lead Member" is also authorized to pay the same.
- (I) The "Lead Member" shall manage the Project developed under Consortium Agreement 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.

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

(O) 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.

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

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

8. RIGHTS AND OBLIGATIONS OF "Member(s)"

1. The "Member" shall make the arrangement of the Property(ies) for the project. "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 and Other facilities on the Property(ies) and for carrying out all activities for completing the Project and performing all acts, deeds, matters and things incidental or ancillary thereto. Provided however that nothing contained in Consortium Agreement 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.

Consortium Agreement 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.

 "Member(s)" through Consortium Agreement has / have granted the "Lead Member" an irrevocable general Power of Attorney (i.e., "Power of Attorney), in respect of the Property(ies) authorizing the "Lead Member" to, inter-alia, develop,

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construct, market, sell the Plots to be developed and construed on the Property(ies). Through the said "Power of Attorney" the "Member(s)" do hereby also authorize the "Lead Member" to sign the Sale Deed(s) / Conveyance Deed(s) or any and all other document(s) required to be sign in favor of the Allottee(s) on behalf of the "Member(s)" with respect to the aforesaid Property(ies) 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 Consortium Agreement.

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.
- 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".

9. Member" hereby declares, represents and warrants that:

"Member" is duly authorised by a resolution of the Board of Directors of the company to enter into terms of Consortium Agreement and person signing

Consortium Agreement 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 Consortium Agreement 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 shall be Freehold.
- 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 create 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 Consortium Agreement 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.

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- 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 Consortium Agreement 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 Consortium Agreement.
- 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 Consortium Agreement 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. RESPONSBILITY TOWARDS EACH OTHER:

Each member undertakes as under: -

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1. Each member shall act in good faith and use reasonable efforts to ensure compliance of their obligations under Consortium Agreement.

2. To promptly notify each other about any significant delay in the fulfillment of the milestone in relation to the project.

3. Each member shall keep confidential all information of confidential nature, whatever written or oral, concerning to Consortium Agreement and also abide by the terms and conditions of the Sale Deed(s) executed by the "Lead Member" in favor of the Allottee(s) pertaining to the aforesaid developed property(ies).

11. LIABILITIES TOWARDS EACH OTHER:

Liabilities towards each other shall be as under

(1) Each Member shall be individually liable for any default with regard to the deliverable of his part under the terms and conditions of Consortium Agreement.

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

12. LIABILITY TOWARDS THIRD PARTY

Liabilities towards third party shall be as under

1. Subject always to such other undertakings and warranties as are provided for in Consortium Agreement. Each member shall be solely liable for any loss, damage, or injury to the third party(ies) resulting from carrying out its part in the project and from its use of knowledge and know-how.

13. 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 Consortium Agreement and to perform

their obligations, roles and responsibilities as prescribed under Consortium Agreement.

- (b) That Consortium 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 Consortium 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) 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 Consortium Agreement.
- (d) The Members have read, understood, and agreed with the terms and conditions of Consortium Agreement.

14. BANK ACCOUNTS AND OPERATIONS RELATED TO THE PROJECT

(1) Master Account

It is agreed between the members that the entire receivable arising in relation to project mentioned under Consortium Agreement 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 "Collection Account" to be opened and operated with any scheduled bank by the "Lead Member". No other amount shall be deposited in the said Master Account.

The Master Account shall have a standing instruction for the transfer of the money(ies) received in the said account on daily basis to the "Separate Bank Account" (Project Account), to be opened with any scheduled bank.

Such transfer shall be as under: -

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- (a) 70% of the receivable to be transferred to the Project Account Number 1 (Separate Bank Account) to be opened by the "Lead Member" as per the provisions of The Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereof. The said account shall be operated by the "Lead Member".
- (b) 30% of the receivable to be transferred to the Project Account Number 2 (Transaction Account) to be operated by the "Lead Member".

The amount lying in the **Project Account Number – 1 (Separate Bank Account)** shall only be withdrawn in terms of The Real Estate (Regulation and Development) Act, 2016.

In case any funding is received for the above said Project from any Bank / Financial Institution / Unsecured Loan, the same shall be **transferred to the Project Account Number – 1 (Separate Bank Account)** of the said Project.

In addition to the above, "Lead Member" is hereby authorized by the Members of the Consortium to make the compliance of the directions issued by the Government of India, State Government or Uttar Pradesh Real Estate Regulatory Authority (UP RERA) from time to time regarding the above said Accounts.

15. SHAREHOLDING 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.

16. MISCELLANEOUS

 Consortium Agreement supersedes all prior discussions and agreements (whether oral and written) including all correspondence between the Members with respect to the subject matter of Consortium Agreement.

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- 2. Any provision of Consortium Agreement 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.
- Consortium Agreement 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 Consortium Agreement and any reference of Consortium Agreement shall include the Schedule I.
- Any member including the Lead Member of the consortium may be changed with the prior approval of the Members of the consortium subject to the fulfillment of minimum financial and technical capabilities of the consortium.
- 6. Any variation / modification to the terms of Consortium Agreement 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.

17. NOTICES

- 1. Except as specifically provided elsewhere in Consortium Agreement, all notices required or permitted to be given under Consortium Agreement 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 set out 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.
- The notice shall be served on the address as mentioned in the title clause of Consortium Agreement.

18. ARBITRATION

 Any and all disputes, controversies and conflicts ("Disputes") arising out of Consortium Agreement between the Parties or arising out of or relating to or in connection with Consortium Agreement or the performance or non-

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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 than 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 Consortium Agreement 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 Consortium Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under Consortium Agreement.

19. FURTHER ASSURANCE

 Each Member convents and agrees that, subsequent to the execution and delivery of Consortium Agreement 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 Consortium Agreement.

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20. AMENDMENTS AND MODIFICATIONS

1. The CA and the Schedules together constitutes a complete and exclusive understanding of the terms Consortium Agreement 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.

21. STAMP DUTY AND REGISTRATION

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

22. RELATIONSHIP OF PARTIES

1. Consortium Agreement 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 Consortium Agreement shall be deemed to create or constitute to create employment relationship between "Lead Member" and the "Member" for any purpose.

23. WAIVER

- 1. There shall be no waiver of any term, provision, or condition of Consortium Agreement 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.

24. SEVERABILITY

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- 1. Provisions of Consortium Agreement 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 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.

25. ENTIRE CA

- 1. Consortium Agreement 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. Consortium Agreement supersedes all previous understandings, agreements, correspondence, etc. on this subject between the Members hereto.
- 2. Consortium Agreement 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 Consortium Agreement and shall be read with this Consortium Agreement.

26. FORCE MAJEURE

1. Neither Member shall be liable for any delay in compliance with Its obligations under Consortium Agreement 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 2181417

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.

27. JURISDICITON AND GOVERNING LAWS

1. Consortium Agreement 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 Consortium Agreement shall entertain and dispose of the same.

28. VALIDITY

- The Consortium Agreement (CA) shall be valid and enforceable till the completion of the project.
- 2. The CA shall be terminated upon completion / handing over of the project.
- 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 of each individual member of the consortium

S.No.	Type of Member	Roles and Responsibilities		
i	Name: - BAPL Infrabuild Pvt. Ltd. "Lead Member"	 To make arrangement of 9,341 Sq. Mtrs. Land for the Project. To submit all proposals concerning the drawings, designs, development, and construction to the concerning Authority(ies) and obtaining sanction thereof. 		
		 Overall development, implementation, and management of 		

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अनुबंध विलेख(सामान्य)

बही स०: 1

रजिस्ट्रेशन स॰: 4844

वर्ष: 2021

प्रतिफल- 0 स्टाम्प शुल्क- 750 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 140 योग : 240

श्री बीएपीएल इन्फ्राबिल्ड प्रा॰लि॰ आदि द्वारा संतोष कुमार गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री स्व॰ लालता प्रसाद आदि

व्यवसाय : अन्य

निवासी: 70/31 मथुरी मोहाल कानपुर नगर 379604246194

श्री, बीएपीएल इन्फ्राबिल्ड प्रा॰लि॰ आदि द्वारा

संतोष कुमार गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनॉक 10/06/2021 एवं 04:31:13 PM बजे निबंधन हेतु पेश किया।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबंधक जोन-२ कानपुर नगर। उप निबंधक :सदर द्वितीय कानपुर नगर

कानपुर नगर 10/06/2021

संजय रावत सद्य द्वितीय कानपुर नगर। मिबंधक लिपिक



		the Project till the completion and handover 4. Technical, Financial and Marketing Support		
II	Name: - Omkripa Infraland Pvt. Ltd., "Member"	Arrangement of 2,970 Sq. Mtrs. Land for the Project.		
III	Name: - RAM Kumar s/o DURGA PRASAD "Member"	Arrangement of 7,480 Sq. Mtrs. Land for the Project.		
iv	Name: - Ambuja City Homes Shelter Pvt. Ltd., "Member"	Arrangement of 339.33 Sq. Mtrs. Land for the Project.		
V	Name: - Amaresha City Homes Reality and Development Pvt. Ltd., "Member"	Arrangement of 339.33 Sq. Mtrs. Land for the Project.		
vi	Name: - Alvina City Homes Estate and Reality Pvt. Ltd., "Member"	Arrangement of 339.33 Sq. Mtrs. Land for the Project.		
vii	Name: - Alok City Homes Shelters Pvt. Ltd., "Member"	Arrangement of 339.34 Sq. Mtrs. Land for the Project.		
viii	Name: - Akhilesh City Homes Reality and Development Pvt. Ltd., "Member"	Arrangement of 339.34 Sq. Mtrs. Land for the Project.		
ix	Name: - Alcina City Homes Estate and Development Pvt. Ltd., "Member"	Arrangement of 339.33 Sq. Mtrs. Land for the Project.		
Х	Name: - Pallava Development and Reality Pvt. Ltd., "Member"	Arrangement of 7,070 Sq. Mtrs. Land for the Project.		
xi	Name: - Jayanti Development and Reality Pvt. Ltd., "Member"	Arrangement of 9,535 Sq. Mtrs. Land for the Project.		
xii	Name: - Jeevan Development and Reality Pvt. Ltd., "Member"	Arrangement of 9,535 Sq. Mtrs. Land for the Project.		
xiii	Name: - BABA KRIPA, "Member"	Arrangement of 11,787 Sq. Mtrs. Land for the Project.		

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3प निबंधक : सदर द्वितीय कानपुर नगर

संजय रावत सदर व्यवितीय कानपुर नगर। निवंधक लिपिक IN WITNESS WHEREOF THE MEMBERS TO THIS CONSORTIUM AGREEMENT (CA) HAVE SET THEIR RESPECTIVE HANDS.

S.No.	Name of Member	Authorised Signatory	Stamp & Signature	Date of Board Resolution	
1	BAPL Infrabuild Pvt. Ltd	Santosh Kumar Gupta	Somow	10.06.2020	
2	Omkripa Infraland Pvt. Ltd	Santosh Kumar Gupta	Some	10.06.2020	
3	Ambuja City Homes Shelter Pvt. Ltd	Jitendra Pratap Singh	om shellar Pvt.	Ltd.05.11.2018	
4	Amaresha City Homes Reality and Development Pvt. Ltd	Jitendra Pratap Singh	Bunk Sherian Alle Velopm	Lippy05 _{td} 11.2018	
5	Alvina City Homes Estate and Reality Pvt. Ltd	Alipa Civ Herratap Singh	are and scality PVL Ltd	05.11.2018	
6	Alok City Homes Shelters Pvt. Ltd	Jitendle Poten	Aprila.	t. LtQ5.11.2018	
7	Akhilesh City Homes Reality and Development Pvt. Ltd	Jitendra Pratap Singh	Authorised Sign	05.11.2018 neadhlean City Homes R	eality and Development Pvt. Ltd. Authorised Signatory
8	Alcina City Homes Estate and Development Pvt. Ltd	Alcina City Hame Jitendra Pratape Singh	State and Developm	ant P.95.11.2018	Authorses organion)
9	Pallava Development and Reality Pvt. Ltd	Jitendra Pratap Singh Jayanti Daya	mont and Reality P	vt. Lto5.11.2018 Signatory	inc:
10	Jayanti Development and Reality Pvt. Ltd	Jitendra Pratap Singh	Shows and Reality	05.11.2018	
11	Jeevan Development and Reality Pvt. Ltd	Jitendra Pratap Singh	SUNNY	gnato05.11.2018	
12	BABA KRIPA	Santosh Kumar Gupta	Service !	Signato 06.2020	
13	RAM KUMAR	Ram Kumar	हाश द्वापूर	Signed as Individual	

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बही स०: 1

रजिस्ट्रेशन स०: 4844

वर्ष: 2021

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

विक्रेताः

श्री बीएपीएल इन्फ्रांबिल्ड प्रा॰िल॰ आदि के द्वारा संतोष कुमार गुप्ता, पुत्र श्री स्व॰ लालता प्रसाद आदि

निवासी: 70/31 मथुरी मोहाल कानपुर नगर 379604246194

व्यवसाय: अन्य

क्रेताः १





श्री अम्बुजा सिटी होम्स शेल्टर प्रा॰लि॰ आदि के द्वारा जीतेन्द्र प्रताप सिंह, पुत्र श्री रामफल वर्मा

निवासी: 568ख/502 गीतापल्ली आलमबाग लखनऊ

633180095770

व्यवसाय: अन्य

क्रेताः 2

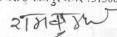




श्री रामकुमार, पुत्र श्री दुर्गा प्रसाद

निवासी: एफ 306 बर्रा 8 कानपुर नगर 731306062656

व्यवसाय: अन्य







ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री राजीव मिश्रा, पुत्र श्री चन्द्रभाल मिश्रा

निवासी: सिविल कोर्ट कानपुर नगर 009935282837

व्यवसाय: वकालत

पहचानकर्ता : 2





श्री सुनील कुमार, पुत्रश्री स्व॰ वंशगोपाल

निवासी: 117/के/4/4 सर्वादय नगर कानपुर नगर

008090011057

व्यवसायः व्यापार



रजिस्ट्रीकरण अधिकारी के हस्त्रक्षर

एस भी ॰ चन्द्रा उपनिबंधक जोन-२ कानपुर

नगर

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार तिए गए है ।

टिप्पणी :



Mr. Rajiv Mishra S/o Shri Chandra Bhal Mishra R/o Civil Court Kanpur Nagar Mob. 9935282837



2. Mr. Sunil Kumar
S/o Late Vanshgopal
R/o 117/K/4/4 Sarvoday Nagar Kanpur Nagar
Mob. 8090011057



Drafted by me and typed by my steno in my office:

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

आवेदन सं॰: 202100849031993

बही संख्या । जिल्द संख्या 11070 के पृष्ठ 331 से 384 तर्क क्रमांक 4844 पर दिनाँक 10/06/2021 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस॰बी॰चन्द्रा उपनिबंधक जोन-२ कानपुर नगर।

उप निबंधकः सदर द्वितीय

कानपुर नगर 10/06/2021

