



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

12908/2021
JULI GARG
Acc No - UP 14298604
MATHURA



Certificate No.	: IN-UP49234377628908T
Certificate Issued Date	: 17-Mar-2021 05:29 PM
Account Reference	: NEWIMPACC (SV)/ up14298604/ MATHURA SADAR/ UP-MTH
Unique Doc. Reference	: SUBIN-UPUP1429860485807354795208T
Purchased by	: S J P GLOBAL LTD 111 SHRI JAMUNADHAM MATHURA
Description of Document	: Article 19 Certificate or other Document
Property Description	: NA
Consideration Price (Rs.)	:
First Party	: S J P GLOBAL LTD 111 SHRI JAMUNADHAM MATHURA
Second Party	: NA
Stamp Duty Paid By	: S J P GLOBAL LTD 111 SHRI JAMUNADHAM MATHURA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



-----Please write or type below this line-----

CONSORTIUM MEMORANDUM OF UNDERSTANDING

This CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) is made and entered into this 30 Days, of August 2021

Between

For SJP Global Limited

Auth. Signatory



Ashish



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.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.



M/s. SJP Global Ltd.(CIN:U70102UP2010PLC040335) (Promoter Rera Reg. No:UPRERAPRM13959), a Company Registered under the Companies Act 1956, having its Registered Office at 111 Shri Jamuna Dham, Goverdhan Crossing, Mathura-281004, through its director Mr. Pradeep Kumar S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham, Goverdhan Road, Mathura-281004 duly authorized vide Board Resolution dated 24.06.2021 hereafter referred to as Owner-1/Developer/ Lead Member /Applicant/Promoter which expression shall unless repugnant to the context thereof include its successors of the FIRST PART.

The right of document presentation and registration to Mr. Rasbihari Agrawal S/o Shri Mohan lal Agrawal R/o Pathak Gali, Rajadhiraj Bazar, Mathura through Power of attorney dated 09/12/2004 Which has been Registered in the office of Sub Registrar Mathura book no. 6 Volume Vol. No. 1 at page no . 27 Serial No. 6 on Dated 09/12/2004 on behalf Signatory Pradeep Kumar S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham, Goverdhan Road, Mathura-281004

AND

M/s. Satish & Co. a Partnership firm having office 101, Village Harola, Makanpur, Sector-5, Noida, Gautambuddh Nagar-U.P., through its authorized partner Mr. Ashish Kaushik S/o Shri Ramesh Chand Kaushik R/o 16-C, Bank Colony, Krishna Nagar, Mathura-281004 (U.P.) vide resolution dated 24.06.2021 hereafter referred to as the Owner-2 which expression shall unless repugnant to the context thereof include its successors of the SECOND PART.

M/s. SJP Global Limited and M/s. Satish & Co.* have collectively pooled its own land to develop and construct the project under name & style Shri Radha Gulmohar -2 at land measuring area 1,37,132 sqm situated at Mauja Nagla Sadola and Satoha Asgarpur, Goverdhan Road, Distt. & Tehs. Mathura (U.P.)

All the above parties for the purpose of this MOU hereinafter individual called the Member and collectively called the members.

NOW, THEREFORE, This MOU witness as follows:-

1. Definitions and Interpretations

Definitions:-

- 1.1** Applicant means the Developer who will file the Application with the Authorities as ConsortiumApplicant.
- 1.2** Consortium means the Consortium formed between the Members in accordance with this MOU.
- 1.3** MOU (Memorandum of Understanding) means legal documents describing the terms and details of an agreement between two or more parties include each party role and responsibilities.
- 1.4** Promoter means SJP Global Limited for project Shri Radha Gulmohar-2.

S.J.P. GLOBAL LTD.

Auth Sign.



Ashish



1.4 Promoter means SJP Global Limited for project Shri Radha Gulmohar-2.

1.5 **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. Reference to a person if any shall where the context so admits include reference to natural person partnership, Partnership firms, Companies, Bodies Corporate and association, whether incorporated or not or any other organization or entity including any government or political sub division, ministry, department of 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 reference to day shall mean a reference to a calendar day.

In consideration of the mutual covenants of the Members, the sufficiency whereof hereby acknowledged and other good valuable consideration are, the Members have agreed as follows:-

2. **Lead Member:**

- 2.1 The entire Consortium Member, have mutually decided to appoint M/s. SJP Global Limited as Developer and lead member.

3. **Aim & Scope of Consortium Agreement:**

- 3.1 The Sole Aim of this Consortium Agreement is Development of the aforesaid project.
- 3.2 The Lead member shall prepare and submit a Proposal to design, Develop, Finance, construct, Sell, Operate and maintain the said Project.

4. **Shareholding Basis in Consortium:**

- 4.1 SJP Global Limited shall act as lead member in the Consortium.
- 4.2 The Shareholding of the member of the Consortium shall be mutually decided later on.

5. **Purpose of consortium MOU**

- 5.1 The Purpose of this MOU is to specify the broad roles and responsibilities of the Members towards the execution of the project including execution of development and construction works, maintenance of services and management and disposal of properties and to set out further rights and obligation of the Members supplementing but not conflicting with those present in this MOU.

6. **Duration**

- 6.1 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 complete discharge of all obligation by the members concerning the completion of the Project.

7. **Coordinator**

- 7.1 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; Ram Agrawal authorized signatory of the Developer will present the lead Member. However, Every Member of the Consortium shall be individually responsible for discharging their Particular

S.J.P. GLOBAL LTD.

Auth Sign.

Ashish

obligation as specified in Schedule - 1 and Developer will be solely liable for the Successful Completion of the entire Project.

- 7.2 For the purpose of this MOU; the lead Member shall be single point of Contact for the Authority and shall have the complete and over all responsibility of the management and completion of the Project at its entire costs and risks 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.
- 7.3 All instructions / Communications from the Authority to the Lead Member shall be duly provided to all the Members of the Consortium by the Lead Member.
- 7.4 For the avoidance of doubt it is hereby clarified that every members of the consortium shall be held individually responsible for the respective obligations mentioned in schedule -1, regarding their specific roles and responsibilities undertaken by them under this MOU.

8. Rights & Obligations

- 8.1 The Lead Member shall be responsible for the transmission of any documents and information Connected with the Project to the Members concerned.
- 8.2 The Representations and declarations made by the lead Member shall be made in accordance with the commercial understanding with the other member to be legally binding on all the members of this MOU.
- 8.3 Developer shall use complete efforts to perform and fulfill promptly, actively and on time, all of its obligations under the MOU and of the Development.

9. Roles & Responsibilities towards each others

- 9.1 Owner undertake to
- I. Develop the aforesaid project in one or more phases.
- 9.2 a. Developer undertake
- I. To Carry out and complete the development as per RERA Registration.
 - II. Be responsible for carrying out and completion of the Development as its entire costs.
 - III. to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Project and
 - IV. To inform other Members of relevant Communications it receives from third Parties in relation to the Project.
- b. Developer shall act in good faith and use all efforts to ensure time bound compliance of their obligations under this MOU promptly act to correct any error thereinas soon as it came into the knowledge.
- c. Each Members shall keep Confidential all information of the confidential nature, whether written or oral, concerning to this MOU.
- d. 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.

10. Liabilities

S.J.P. GLOBAL LTD.

Ash Sign.

Ashish



10.1 Liability and indemnification

Developer shall indemnify owner absolutely in respect of liability resulting from acts or permissions of itself.

10.2 Liability towards third parties:-

The Developer Shall be solely liable for all claims of third parties, including but not limited to claims of all material suppliers, labour including all compliances related to labour laws, claims of purchasers, agents, financiers etc. all and the owner shall in no manner be called upon for such claims.

It is expressly agreed between the parties that the role of owner-2 is limited to the extent to liabilities as mentioned above in respect all the property which belongs to them and which has been brought in by them in the project as its capital contribution. The owner-2 has otherwise no roles or obligation or entitlement in the present transaction.

11. Representations and warranties:-

11.1 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 in to this MOU and perform their obligation 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 execution delivery and performance of this MOU and all instruments or agreements required here under do not contravene, violate or constitute 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 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 terms of this MOU.
- d. The Members have read, understood and agreed with the terms and conditions of the MOU.

12. Relations between Parties: - The Parties hereto have entered into this MOU on principal to principal basis. Nothing contains herein shall constitute or construe to be an agency or partnership or association of persons or joint venture between the Owners and the Developer and nothing herein contained shall authorize or empower either the owners or the Developer to incur or create or suffer to be created any obligation or commitments on behalf of the other or to act as agent of the other party. Each party shall be personally and by itself responsible to pay and bear their respective income tax and all other applicable taxes, if any arising out of or as a result of this Agreement the Parties hereto shall keep the other fully and effectively indemnified against nonpayment of their respective taxes.

13. Notices :-

- 13.1** 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.
- 13.2** 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.

S.J.P. GLOBAL LTD.

Auth Sign.

Ashish

14. Arbitration

- 14.1** 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.
- 14.2** Any dispute arising in connection with this MOU 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. The place of arbitration shall be Mathura.

15. Force Majeure

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

16. Termination of Consortium MOU may be terminated upon he arrival of the first of following events:-

- 16.1** Upon full payment by developer to Owner, then Owner cease to be consortium member.
- 16.2** Upon Completion of the Project.

17. Miscellaneous

- 17.1** The MOU supersedes all prior discussions and agreement (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.
- 17.2** Any provision of this MOU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in way the remaining provisions hereof.
- 17.3** This MOU 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 there under.
- 17.4** The Schedule - 1 shall have the same force and effect as if expressly set in the body of this MOU and any reference to the MOU shall include the Schedule-1.
- 17.5** In case of any change in the members of the Consortium, an amended Consortium MOU shall be submitted by the lead Member to Government Agency.

S.J.P. GLOBAL LTD.

Auth Sign.



Ashish



आवेदन सं०: 202100764029957

विक्रय अनुबंध विलेख (बिल्डर)

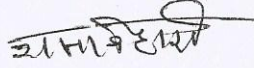
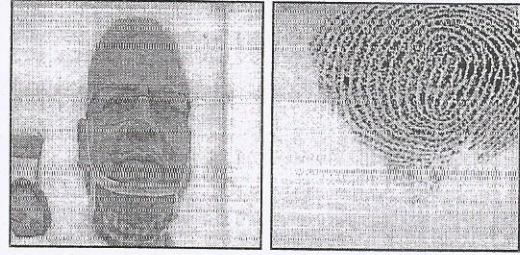
बही सं०: 1

रजिस्ट्रेशन सं०: 12908

वर्ष: 2021

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री मैसर्स एस जे पी ग्लोबल लिमिटेड के डायरेक्टर प्रदीप कुमार द्वारा
 रासबिहारी अग्रवाल प्रमाणीकृत मुख्तार,
 पुत्र श्री मोहनलाल अग्रवाल
 व्यवसाय : अन्य
 निवासी: पाठक गली राजाधिराज बाजार मथुरा

श्री, मैसर्स एस जे पी ग्लोबल लिमिटेड के
 डायरेक्टर प्रदीप कुमार द्वारा
 ने यह लेखपत्र इस कार्यालय में दिनांक
 03/08/2021 एयं 04.50.36 PM बजे
 निबंधन हेतु पेश किया।

रासबिहारी अग्रवाल
 प्रमाणीकृत मुख्तार

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रदीप उपाध्याय प्रभारी
 उप निबंधक :सदर प्रथम

मथुरा

03/08/2021

लियाकत अली,
 निबंधक लिपिक



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

1. Signed, Sealed and delivered by
For M/s. SJP Global Limited.

Authorized Director, Mr. Pradeep Kumar
In presence of

2. Signed, Sealed and delivered by
For M/s. Satish & Co.

Authorized Partner, Mr. Ashish Kaushik
In presence of

Witness:

- | | |
|-------------------|----------------|
| 1. Signature..... | Signature..... |
| 2. Name:..... | Name:..... |
| 3. Address:..... | Address:..... |

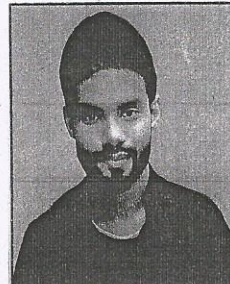
साक्षी नंबर-1 संजय शर्मा पुत्र श्री रमेशचन्द्र शर्मा
निवासी श्रीराधासिटी कालोनी गोवर्धन रोड, मथुरा
मो0 9837895000 *Sanjay Sharma*



साक्षी नंबर-2 नदीम बल्द शहजाद
निवासी काजीपाड़ा मथुरा

9997320251

Nadeem



आवेदन सं०: 202100764029957

बही सं०: 1

रजिस्ट्रेशन सं०: 12908

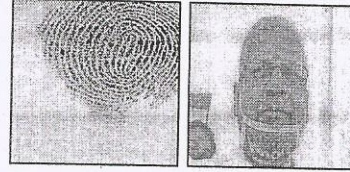
वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्री मैसर्स एस जे पी ग्लोबल लिमिटेड के डायरेक्टर
प्रदीप कुमार के द्वारा रासबिहारी अग्रवाल, पुत्र श्री
मोहनलाल अग्रवाल

निवासी: पाठक गली राजाधिराज बाजार मथुरा
व्यवसाय: अन्य

क्रेता: 1



श्री मैसर्स सतीश एण्ड कम्पनी के अधिकृत साझीदार के
द्वारा आशीष कौशिक, पुत्र श्री रमेशचन्द्र कौशिक

निवासी: 16-सी बैंक कॉलोनी कृष्णानगर मथुरा
व्यवसाय: अन्य

Ashish



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री संजय शर्मा, पुत्र श्री रमेशचन्द्र शर्मा

निवासी: श्रीराधा सिटी कालोनी गोवर्धन रोड

व्यवसाय: अन्य

Sanjay Sharma

पहचानकर्ता: 2

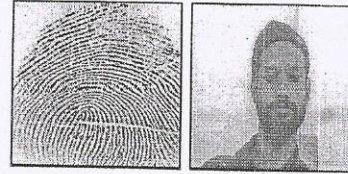


श्री नदीम, पुत्र श्री शहजाद

निवासी: काजीपाड़ा मथुरा

व्यवसाय: अन्य

Nadeem



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

प्रदीप उपाध्याय प्रभारी
उप निबंधक: सदर प्रथम
मथुरा

लियाकत अली,
निबंधक लिपिक

आवेदन सं०: 202100764029957

बही संख्या 1 जिल्द संख्या 16745 के पृष्ठ 43 से 54 तक
क्रमांक 12908 पर दिनांक 03/08/2021 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रदीप उपाध्याय प्रभारी

उप निबंधक : सदर प्रथम

मथुरा

03/08/2021

