

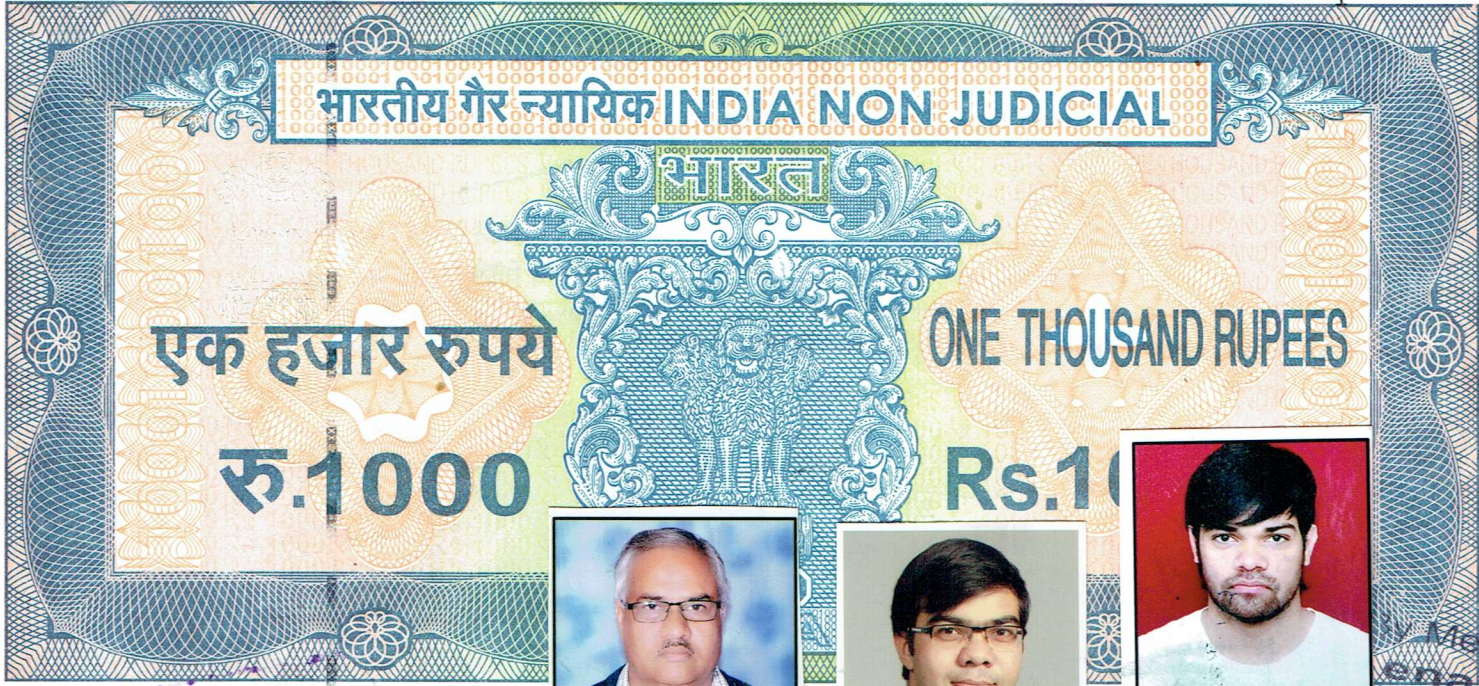
आवेदन संख्या	: 202100787024660	आवेदन दिनांक	: 09-07-2021
संख्यापत्र की प्रकृति	: बही संख्या -(4)	लेखपत्र का प्रकार	: भामीदारी विलेख
प्रस्तुतकर्ता का विवरण			
नाम (हिन्दी में)	: राकेश कुमार	नाम (अंग्रेजी में)	: RAKESH KUMAR
ई - मेल	:	मोबाइल	: 9837052484
संपत्ति की सं०: 1			
सम्पत्ति की स्थिति का विवरण			
जनपद	: बरेली	तहसील	: बरेली
सम्पत्ति का विवरण	: खेत नं० 223,224,225,226,227,219 आदि		
सम्पत्ति का प्रकार			
प्रतिफल	: 0		
सम्पत्ति की विशिष्ट संख्या	:	विद्युत् संयोजन संख्या	:
जल संयोजन संख्या	:		
सम्पत्ति मूल्यांकन विवरण			
कुल देय स्टाम्प शुल्क	: 100/-	वास्तविक बाजारी मूल्य	: /-
कुल देय निबन्धन शुल्क	: 100/-	वास्तविक स्टाम्प शुल्क	: 1000/-
सम्पत्ति की चौहद्दी			
पूर्व पश्चिम उत्तर दक्षिण खसरा संख्या	प्लॉट संख्या /भवन संख्या/दुकान संख्या		संलग्न नक्शा
223,224,225,226,227,219,239,237,238,216आदि			
समस्त संपत्तियों से प्राप्त शुल्क का विवरण			
बाजारी मूल्य	: 0/-	वास्तविक बाजारी मूल्य	: 0/-
कुल देय स्टाम्प शुल्क	: 100/-	वास्तविक स्टाम्प शुल्क	: 1000/-
कुल देय निबन्धन शुल्क	: 100/-		
अन्य विवरण			
प्रपत्र में कुल प्रश्नों की संख्या (दोनों तरफ)	: 14	प्रतिलिपिकरण शुल्क-रु०	: 60

आवेदन संख्या :	202100787024660	आवेदन दिनांक :	09-07-2021
संव्यवहार की प्रकृति :	बही संख्या -(4)	लेखपत्र का प्रकार :	भागीदारी विलेख

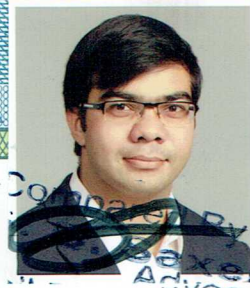
पक्षकार का विवरण

क्रम सं	पक्षकार प्रकार	नाम	पिता / माता /पति / अन्य का नाम	स्थायी पता	व्यवसाय	प्रस्तुतकर्ता	आधार संख्या/पैन संख्या/मोबाइल न0	संलग्न
1	भागीदार	श्री रियल इमेज डवलपर्स प्रा0 लि0 के द्वारा श्री राकेश कुमार	पुत्र श्री स्व0 हुकुम सिंह	01 तुलसी नगर पीलीभीत बाईपास रोड बरेली	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A 9837052484	
2	भागीदार	श्री अमिल्ड्स बिल्डर्स प्रा0 लि0 के द्वारा श्री शैन्की कुमार	पुत्र श्री राकेश कुमार	01 तुलसी नगर पीलीभीत बाईपास रोड बरेली	अन्य	अधिकृत पदाधिकारी/ प्रतिनिधि	N/A	
3	भागीदार	श्री शैन्की कुमार	पुत्र श्री राकेश कुमार	01 तुलसी नगर पीलीभीत बाईपास रोड बरेली	अन्य	स्वयं	N/A 8954321999	
4	भागीदार	श्री शुभम कुमार	पुत्र श्री राकेश कुमार	01 तुलसी नगर पीलीभीत बाईपास रोड बरेली	अन्य	स्वयं	N/A 9837052484	
5	भागीदार	श्री राकेश कुमार	पुत्र श्री स्व0 हुकुम सिंह	01 तुलसी नगर पीलीभीत बाईपास रोड बरेली	अन्य	स्वयं	N/A 9837052484	
6	गवाह- प्रथम	श्री नरेश चन्द्र वर्मा	पुत्र श्री राम स्वरूप	कटरा चाँद खां बरेली	अन्य		N/A 9412566699	
7	गवाह- द्वितीय	श्री राज कुमार	पुत्र श्री दया शंकर	मो0 सुभाष नगर बरेली	अन्य		N/A 9412462079	

नोट*:- आवेदक द्वारा दिनांक 09-07-2021 को "लेखपत्र पंजीकरण हेतु अपॉइंटमेंट" दिनांक:- 09-07-2021, Counter 2, समय :- 11.10 AM - 11.20 AM का चयन सफलतापूर्वक संपन्न हुआ। कृपया दिनांक 09-07-2021, Counter 2, समय :- 11.10 AM - 11.20 AM पर सम्बंधित उप निबंधक कार्यालय में उपस्थित होकर रजिस्ट्री का कार्य पूर्ण कराने का कष्ट करें।



उत्तर प्रदेश UTTAR PRADESH



BS 495209

Company By Me
Advocate
Road, Bareilly

CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT (in short "agreement") is entered into 9th day of July, 2021.

AMONGST

1. **REAL IMAGE DEVELOPERS PRIVATE LIMITED** a company registered under The Companies Act, 1956/2013 through its authorized signatory Mr. Rakesh Kumar, R/o 1, Tulsi Nagar, Pilibhit Bypass Road, Bareilly, U.P.-243006 (herein "lead Member") having its registered Office at 1, Tulsi Nagar, Pilibhit By-pass Road, Bareilly, U.P.-243006, which expression shall unless it be Repugnant to the content or meaning thereof, include its successors, liquidators and assigns of the One Part,

AND

- i. **AMILTUS BUILDERS PRIVATE LIMITED**, a Company registered under The Companies Act, 1956/2013 through its Director Mr. Shanky Kumar S/o Shri Rakesh Kumar having its registered Office at 1, Tulsi Nagar, Pilibhit By-pass Road, Bareilly, U.P.-243006, having 0.9115 Hectare of Land at village Dohra, Tehsil & Distt. Bareilly.
- ii. **SHANKY KUMAR**, S/o Shri Rakesh Kumar, R/o 01, Tulsi Nagar, Pilibhit By-pass Road, Bareilly, U.P.-243006, having 0.6574 Hectare of Land at village Dohra, Tehsil & Distt. Bareilly. Aadhar No. 7432-9099-1781

Real Image Developers Pvt. Ltd.

For AMILTUS BUILDERS PVT. LTD.

21/07/21
Director

Shanky
Director

Shubham

223
आवेदन सं०: 202100787024660

1000.

02-7-21

श्री रियल इमेज डवलपर्स प्रा० लि० द्वारा

भागीदारी विलेख

राधेश्याम

बही सं०: 4

रजिस्ट्रेशन सं०: 327

स्टाम्प वि० नं० 279

अहा० रजि० कार्यालय, बरेली

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री रियल इमेज डवलपर्स प्रा० लि० द्वारा
राकेश कुमार अधिकृत पदाधि०कारी/ प्रतिनिधि,
पुत्र श्री स्व० हुकुम सिंह
व्यवसाय : अन्य

निवासी: 01 तुलसी नगर पीलीभीत बाईपास रोड बरेली

राकेश कुमार



श्री, रियल इमेज डवलपर्स प्रा० लि० द्वारा

राकेश कुमार अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 09/07/2021

एवं 04:27:31 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राकेश कुमार शीतम
उप निबंधक : सदर द्वितीय
बरेली
09/07/2021

लोकेश --
निबंधक लिपिक



FOR AMITUS BUILDERS PVT. LTD.

Real Estate Developers Pvt. Ltd.

Director

Director

- iii. **SHUBHAM KUMAR**, S/o Shri Rakesh Kumar, R/o 01, Tulsi Nagar, Pilibhit By-pass Road, Bareilly, U.P.-243006, having 0.6574 Hectare of Land at village Dohra, Tehsil & Distt. Bareilly. Aadhar no 7036-9495-9641
- iv. **RAKESH KUMAR**, S/o Late Shri Hukum Singh, R/o 01, Tulsi Nagar, Pilibhit By-pass Road, Bareilly, U.P.-243006, having 1.4061 Hectare of Land at village Dohra, Tehsil & Distt. Bareilly. Aadhar no 5669-7630-3110

Hereinafter collectively referred to as "**Consortium Members**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

(Rakesh Kumar and Shanky Kumar will sign this agreement on behalf of companies Real Image Developers Pvt. Ltd. and Amiltus Builders Pvt. Ltd. respectively and for self also. The Lead Member and the Consortium Members are hereinafter collectively referred as "parties" and individually as "party".)

WHEREAS

- A. The Consortium Members are owner and in possession of various parcel of land and in process of acquiring further parcel of land for development (herein "**Said Land**") at village Dohra, Tehsil & Distt. Bareilly. The Details of Land is as under:

KHET NO.	Consortium Members				Lead Member	TOTAL LAND
	Shanky Kumar	Shubham Kumar	Rakesh Kumar	Amiltus Builders Pvt. Ltd.	Real Image Developers Pvt. Ltd.	
223, 224, 225, 226 & 227	0.4520	0.4520	0.9040	-	-	1.808
219	0.1580	0.1580	-	-	-	0.3160
239	-	-	0.2527	-	0.1263	0.3790
237 & 238	0.0474	0.0474	0.2494	-	-	0.3442
216 & 218	-	-	-	0.4430	-	0.4430
220	-	-	-	0.1940	-	0.1940
235	-	-	-	0.2100	-	0.2100
236	-	-	-	0.0645	-	0.0645
TOTAL	0.6574	0.6574	1.4061	0.9115	0.1263	3.7587

Real Image Developers Pvt. Ltd.

 21/12/21
Director

For AMILTUS BUILDERS PVT. LTD.

 Shanky
Director

 Shubham

- B. The Consortium Members intend to develop a residential project on the said Land (herein 'project') in accordance with the provisions of policy framed by the concern authorities (as Amended from time to time) in this regard.
- C. The Parties have agreed to join hands in the form of Consortium to provide the Financial, Technical, managerial and other services for the project on the following's terms and conditions: -

NOW, THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS: -

In consideration of the mutual covenants of the parties, the sufficiency whereof is hereby acknowledges and other good valuable consideration, the parties have agreed as follows:

1 LEAD MEMBER:

- 1.1 The Consortium Members have mutually decided to appoint **REAL IMAGE DEVELOPERS PRIVATE LIMITED**, as a Private Developer and as a **Lead Member**.

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

- 2.1 The purpose of this agreement is to specify the responsibilities of the parties towards the Execution of the project including land assembly, preparation of detailed project report, securing of Clearances/approvals, execution and completion of development works/construction works, Maintenance of services and management and disposal of properties and to set out further rights and obligations of the parties supplementing but not conflicting with those present in this Agreement.
- 2.2 The Lead Member shall be absolutely authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities for carrying out development and completion of the project.
- 2.3 The Lead Member shall be responsible to obtain from government authorities/department all permissions, no-objections and sanctions of layout plans, revised layout plans required for development and completion of the Project as well as building plans/revised building plans for construction.
- 2.4 The Lead Manager shall deal with all government authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement and completion of the project.
- 2.5 The Lead Member shall be responsible to make payment for all fees, charges, costs and expenses incurred in connection with the development, marketing and construction of the Project.

For AMILTUS BUILDERS PVT. LTD.

Real Image Developers Pvt. Ltd.

21/12/2012

Director

Shanky
Director

Shubham

2.6 The Lead Manager shall be absolutely authorized to negotiate and allot/transfer/sell the sanctioned/developed properties of the Project and to receive the sale proceeds as well other charges from the prospective buyers of the Project.

2.7 The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

3. PROJECT MANAGEMENT STRUCTURE:

3.1 The Lead Member shall act as a Private Developer. It is clarified that no land is being transferred by this Consortium Agreement.

4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:

4.1 All costs/expenses/fee/charges relating to the project shall be borne by the Lead Member.

4.2 The Lead Manager shall raise loans from the financial institution/banks by depositing title deeds of land owned by the Consortium Members and execute mortgage deed and other deeds/documents by its signature for the Project in this regard. The Lead Member shall solely be authorized to create mortgage by its signature against the properties of Consortium Members. The Consortium Members have no objection in mortgaging their title deeds before any Financial Institution/Banks.

4.3 In lieu of the land contributed by the Consortium Members, the respective Consortium Members shall be entitled a percentage of Gross Revenue of the Project as per the available surplus in the financials of the lead member or completion of the project whichever is earlier, which shall be as follows:

i.	Amiltus Builders Private Limited	2.43%
ii.	Shanky Kumar	1.75%
iii.	Shubham Kumar	1.75%
iv.	Rakesh Kumar	3.74%

The term "Gross Revenue" for the purpose of this clause shall mean revenue from this project as shown in financials of the Lead Member.

4.4 The Parties hereby agree that except entitlement of Gross Revenue [Defined above]. The Consortium Members shall not have any entitlement of any nature, whatsoever in the Said land and/or Project and the Lead Member shall be solely entitled to all rights and benefits accruing with respect to the Said Land and/or the Project.

Real Image Developers Pvt. Ltd. For AMILTUS BUILDERS PVT. LTD.

21/02/2012
Director

Shanky
Director

Shubham

5. GENERAL TERMS AND CONDITIONS:

5.1 MISC

- a) The Lead Member shall be absolutely entitled to (i) decide the method and/or manner of carrying out development/construction and completion of the project or matters incidental thereto and (ii) to dispose of the properties of the Project on such price terms and condition as it deem fit and proper.
- b) The Consortium Members shall sign all documents as may be required by the Lead Member time to time without any objection thereby authorizing Lead Member time to (i) develop/construct and complete the project, (ii) allot/transfer/sell the sanctioned properties of the Project to any person(s) and receive sale consideration etc. thereon and (iii) handover the Project to the association of allottee/s of the Project and/or concerned authorities, as the case may be.
- c) The Consortium Members hereby agrees and undertakes to indemnify and hold harmless the Lead Member and its directors, officers, and employees from and against and pay and make good the monetary value of, any all losses incurred or suffered by Lead Member directly arising out of, relating to or resulting from:
 - i. Breach of any representations and warranties contained in the Agreement; or
 - ii. A breach of any provision of this Agreement.
- d) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provision thereof.
- e) In case of any change in the Consortium Members of the consortium, an amended Consortium Agreement shall be submitted to the authority by the Lead Member.
- f) The Parties hereby understand and agree that each Party shall be individually liable to meet out their obligations pertaining to the tax/s as may be attracted on the present understanding.

5.2 **GOVERNING LAW:** This Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provision of this Agreement and the said laws the later shall prevail.

5.3 **FORCE MAJEUR:** None of the Parties shall be held in default in the performance of the obligation under this Agreement, in such circumstances of force majeure, that is to say, circumstances include, but without any limitation to war, civil commotion, riots, Act of God, reason beyond control, Government action. In the event of force majeure, the Parties of the Agreement undertake to consult each other.

Real Image Developers Pvt. Ltd.

21/12/2012

 Director

For AMILTUS BUILDERS PVT. LTD.


 Shonky
 Director

Shubham



आवेदन सं०: 202100787024660

बही सं०: 4

रजिस्ट्रेशन सं०: 327

वर्ष: 2021

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

भागीदार: 1

श्री रियल इमेज डवलपर्स प्रा० लि० के द्वारा राकेश कुमार ,
पुत्र श्री स्व० हुकुम सिंह

निवासी: 01 तुलसी नगर पीलीभीत बाईपास रोड बरेली

व्यवसाय: अन्य

21/02/2021



भागीदार: 2

श्री अमिल्ट्स बिल्डर्स प्रा० लि० के द्वारा शैन्की कुमार , पुत्र
श्री राकेश कुमार

निवासी: 01 तुलसी नगर पीलीभीत बाईपास रोड बरेली

व्यवसाय: अन्य

Shanky



भागीदार: 3

श्री शैन्की कुमार, पुत्र श्री राकेश कुमार

निवासी: 01 तुलसी नगर पीलीभीत बाईपास रोड बरेली

व्यवसाय: अन्य

Shanky



भागीदार: 4

श्री शुभम कुमार, पुत्र श्री राकेश कुमार

निवासी: 01 तुलसी नगर पीलीभीत बाईपास रोड बरेली

व्यवसाय: अन्य

Shubham



भागीदार: 5

श्री राकेश कुमार, पुत्र श्री स्व० हुकुम सिंह

निवासी: 01 तुलसी नगर पीलीभीत बाईपास रोड बरेली

व्यवसाय: अन्य

21/02/2021



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री नरेश चन्द्र वर्मा , पुत्र श्री राम स्वरूप
निवासी: कटरा चाँद खाँ बरेली

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री राज कुमार , पुत्र श्री दया शंकर

निवासी: मो० सुभाष नगर बरेली

व्यवसाय: अन्य



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

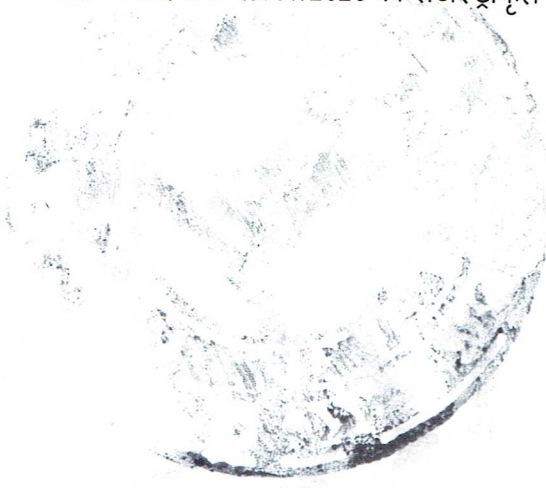
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राकेश कुमार भौतम
उप निबंधक : सदर द्वितीय
बरेली

लोकेश - -
निबंधक लिपिक

आवेदन सं०: 202100787024660

बही संख्या 4 जिल्द संख्या 356 के पृष्ठ 395 से 408 तक क्रमांक
327 पर दिनांक 09/07/2021 को रजिस्ट्रीकृत किया गया ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राकेश कुमार गौतम
उप निबंधक : सदर द्वितीय
बरेली
09/07/2021

5.11 **LIABILITY:** The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of its/his/her part under the terms and conditions of the Agreement.

IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Agreement on this 9th day of July 2021 at Bareilly.

Real Image Developers Pvt. Ltd.

For AMILTUS BUILDERS PVT. LTD.

Shubham



21/07/2021

Director



Shonky
Director



WITNESSES:

ग्रेसर दुर्गा देवी
कानूनी
सेवा

११ _____



Compared By Me
S. B. Saxena
Advocate
Jail Road, Bareilly



Compared By
J. B. Saxena
Advocate
Jail Road, Bareilly

21/07/2021
शुभम
शोन्की

T&D BY-
DATE - 09.07.2021

Shonky
Self.

Shubham