

6315 / 2



Har Govind Modi



Nishi



Arish



Shantanu

Consortium Agreement / Development Agreement

This Consortium Agreement is made & executed on 25.4.22 at Shahjahanpur
Between

250

(A) **M/s. VASUDEVAM DEVELOPERS**, A Partnership Firm registered under Indian Partnership Act, 1932 having its Principal Place of Business at South City Extension Shahjahanpur- 242001 (PAN: AAVFV2441B) hereinafter referred to as the "Lead Member / Developer entity" of the consortium, acting through its Partner **Mr. Har Govind Modi**, S/o Late Ram Swaroop Modi, resides at Modi Niwas, Roshan Ganj, Shahjahanpur - 242001 (UP) authorized vide Letter dated 20.04.2022 (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its Partners, legal representatives, nominees, successors & the permitted assigns etc.) of the **FIRST PART**;

AND

(B) **M/s R.L. INFRA DEVELOPERS** A Partnership Firm registered under Indian Partnership Act, 1932 having its Principal Place of Business at R. L. Complex, Sadar Bazar, Shahjahanpur (U.P.) - 242001 (PAN- ABEFR7390D) Hereinafter referred to as the Land Owner of the consortium, acting through its Partner are -

For Vasudevam Developers

Har Govind Modi
Partner



For R. L. Infra Developers

Nishi
Arish
Partner



For R. L. Infra Developers

Shantanu
Partner



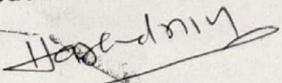
1. Smt. Neelam Verma, W/o Late. Pramod Verma, resides at Ram Laxman and sons jewelers , Sadar bazaar Shahjahanpur (UP),
 2. Shri Krishna Verma S/o Late. Pramod Verma, resides at Ram Laxman and sons jewelers, sadar bazaar, Shahjahanpur (U.P) and
 - 3- Shri Shantnu Verma S/o Late. Pramod Verma, resides at Ram Laxman and sons jewelers, sadar bazaar, Shahjahanpur (U.P)
- SECOND PART;** (Which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors wholly owned subsidiaries and permitted assigns).

That the First Part as above shall be referred as "**Lead Member**" and all the parties as mentioned above shall collectively be referred to as the "**Consortium member(s)**"

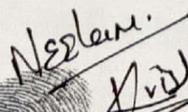
WHEREAS

1. The parties as above of this consortium have agreed to develop land admeasuring situated at Khasra No 209, 212 at village Lalpur, Tehsil-Sadar, Shahjahanpur 242001, (hereinafter referred to as the "**Project Land**");
2. That the project land is owned by THE PARTNERS OF SECOND PART namely Smt. Neelam Verma w/o Late. Pramod Verma, Shri Shantanu Verma S/o Late. Pramod Verma, Shri Krishan Verma S/o Late. Pramod Verma, in the ratio of equally respectively.
3. That Partners of Party of the second part on date 9th day of March 2022 contributed their respective rights of land into a newly incorporated partnership firm **M/s. R.L. INFRA DEVELOPERS**, as capital and authorize the Party of the second part to execute agreements including sale deed in favor of buyers, thus making the Party of the second part an absolute owner in possession of the said land;
4. Now all the above-mentioned parties entered and executed this CONSORTIUM AGREEMENT with the object of development of project land into a residential project under the name & style of "**South City Extension Phase-3** " ("**said project**");

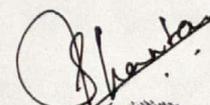
For Vasudevam Developers


Partner

For R. L. Infra Developers


Partner

For R. L. Infra Developers


Partner

आवेदन सं०: 202200795007719

अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 6315

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 750 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्रीमती नीलम वर्मा ,
पत्नी श्री प्रमोद वर्मा
व्यवसाय : अन्य
निवासी: सदर बाजार शाहजहांपुर

ने यह लेखपत्र इस कार्यालय में दिनांक 26/04/2022 एवं 01:53:05 PM बजे
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरुण कुमार गुप्ता

उप निबंधक :सदर

शाहजहांपुर

26/04/2022

पी पी कठेरिया
निबंधक लिपिक

प्रिंट करें

NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITION ARE WITNESS AS UNDER: -

1. **LEAD MEMBER:** All the consortium member, have mutually decide to appoint **VASUDEVAM DEVELOPERS**, as the Lead member.

2. **AIM AND SCOPE OF CONSORTIUM AGREEMENT**

2.1. The sole aim of this Consortium Agreement is for the development of Land Situated at Khasra No. 209, 212 at Village- Lalpur, Tehsil- Sadar Shahjahanpur.

2.2. The Lead Member shall design, develop, finance, construct, and maintain the said properties.

2.3. Residential project to be developed by the lead member on the project land being subject matter of this agreement shall be known as "South City Extension Phase- 3" ("said project").

3. **SHAREHOLDING:** The shareholding of the members of the consortium shall be decided mutually and for the same a separate agreement will be executed.

4. **PROJECT MANAGER STRUCTURE AND ROLES OF THE MEMBERS.**

4.1. **VASUDEVAM DEVELOPERS** as private Developer as per Definition of prescribed authority and arrange finances for the project.

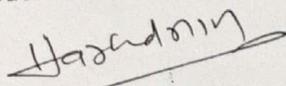
4.2. All members of Party No. 2 will bring their Land free from all sort of encumbrances' claims and litigations whatsoever in this consortium for the purpose of developing project.

4.3. That first party shall be the sole Promoter of the Project under all Applicable Laws and compliances thereof and the Party 2 shall only be liable to the extent of title or ownership dispute on the said Project Land and not otherwise.

4.4. That first party shall develop the Project land as per the sanctioned maps and applicable bye laws.

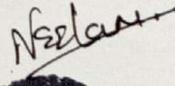
4.5. The party to the second part will bring project land whereas lead member will bring finances for the purpose of the projects.

For Vasudevam Developers

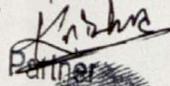

Partner



For R. L. Infra Developers

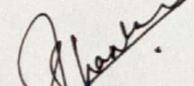

Partner




Partner



For R. L. Infra Developers


Partner



आवेदन सं०: 202200795007719

वर्ष: 2022

बही सं०: 1 रजिस्ट्रेशन सं०: 6315

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

विक्रेता: 1

श्री बासुदेवम डेवर्लस द्वारा हरगोविन्द मोदी, पुत्र श्री राम स्वरूप मोदी

निवासी: रोशनगंज सदर शाहजहांपुर

व्यवसाय: अन्य

क्रेता: 1

श्रीमती नीलम वर्मा, पत्नी श्री प्रमोद वर्मा

निवासी: सदर बाजार शाहजहांपुर

व्यवसाय: अन्य

क्रेता: 2

श्री कृष्ण वर्मा, पुत्र श्री प्रमोद वर्मा

निवासी: सदर बाजार शाहजहांपुर

व्यवसाय: अन्य

क्रेता: 3

श्री शान्तानु वर्मा, पुत्र श्री प्रमोद वर्मा

निवासी: सदर बाजार शाहजहांपुर

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया | जिनकी पहचान

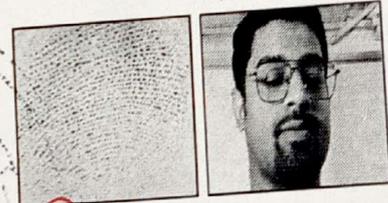
पहचानकर्ता : 1

श्री मोहित मिश्रा, पुत्र श्री शिव कुमार मिश्रा

निवासी: राऊतपुर कलान खुटार शाहजहांपुर

व्यवसाय: अन्य

पहचानकर्ता : 2





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

Signature.....
ACC Name- ASHOK KUMAR ACC Code: UP14114804
ACC Address- SHAHJAHANPUR Mobile: 9838629901
License No.- 28 Tehsil & District- SADAR SHAHJAHANPUR

e-Stamp

₹750

Locked
SR SPN Sadar

Certificate No.	: IN-UP73145123404849U
Certificate Issued Date	: 23-Apr-2022 03:42 PM
Account Reference	: NEWIMPACC (SV)/ up14114804/ SHAHJAHANPUR/ UP-SJH
Unique Doc. Reference	: SUBIN-UPUP1411480437475928306011U
Purchased by	: VASUDEVAM DEVELOPERS SHAHJAHANPUR
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: DEED
Consideration Price (Rs.)	:
First Party	: VASUDEVAM DEVELOPERS SHAHJAHANPUR
Second Party	: R L INFRA DEVELOPERS SHAHJAHANPUR
Stamp Duty Paid By	: VASUDEVAM DEVELOPERS SHAHJAHANPUR
Stamp Duty Amount(Rs.)	: 750 (Seven Hundred And Fifty only)

₹750
₹750
₹750

सत्यमेव जयते



₹750

Please write or type below this line

IN-UP73145123404849U

~~For Vasudevam Developers~~
[Signature]
Partner

For R. L. Infra Developers
[Signature]
Partner

For R. L. Infra Developers
[Signature]
Partner



JD 0000718313

Statutory Alert:

1. 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.

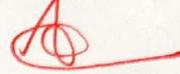
SHCIL

श्री पंकज बाथम , पुत्र श्री अशोक कुमार बाथम
निवासी: खिरनीबाग सदर शाहजहांपुर

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



अरुण कुमार गुप्ता
उप निबंधक : सदर
शाहजहांपुर

पी पी कठेरिया
निबंधक लिपिक

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

प्रिंट करें



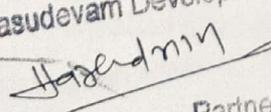
- 4.6. That the agreement to sell/ allotments letter/ demand letter etc. shall be executed by Lead Member with consent of second party in favor of prospective buyer and if required other consortium members will also join in the schedule documents.
- 4.7. Lead member will obtain all the necessary approvals required for the project such as obtaining various NOCs, getting the map sanctioned from prescribed authorities, RERA registration of the project etc.

5. BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:

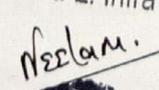
- 5.1. Up to the allotment of the project, all cost & land to the projects shall be born be the consortium members.
- 5.2. Upon completion of the project Profit/Loss (if any) shall be divided by the consortium members in ratio decided mutually.

6. GENERAL TERM AND CONDITIONS:

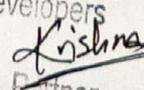
- 6.1. **Governing Law:** This Consortium Agreement shall in respect be construed in accordance with the law of India, as amended from time to time and in the event of conflict between the provision of this Consortium Agreement and the said Laws the later shall prevail.
- 6.2. **Force Majeure:** In case of Force Majeure none of the member shall be held in default in the performance of the obligation under this Consortium Agreement.
- 6.3. **Settlement of Disputes:** All members agree to settle amicable all disputes arising out of or concerning this Consortium Agreement. In the event of the member filling to amicably resolve any dispute in the forgoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be final and binding.
- 6.4. **Waiver:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of the term, and shall not be deemed to waiver of any subsequent breach.

For Vasudevam Developers

Partner

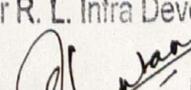


For R. L. Infra Developers

Partner



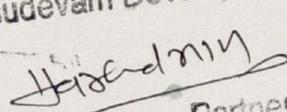
For R. L. Infra Developers

Partner

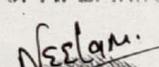


For R. L. Infra Developers

Partner



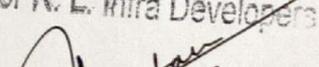
- 6.5. **Totality:** This Consortium Agreement embodies the entire understanding of the member and there is no promise. Term, conditions or obligation and or written expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duty authorized representatives as amendment to this Consortium Agreement. This consortium agreement also supersedes all previous communications and other consortium agreement between the members written or oral of this project.
- 6.6. **Confidentiality:** All members shall be under obligation not to disclose any information terms of this consortium agreement to any Third Party. All documents and information exchanged between the members for the purpose of the projects, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Uttar Pradesh.
- 6.7. **Notice:** Any notice required in pursuant to this Consortium Agreement shall be gives to writing and shall be delivered by any hand under acknowledgement or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.
- 6.8. **Modification Amendment:** The terms and conditions of this Consortium Agreement may be amended if stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.
- 6.9. **Validity:**
- (i) This agreement may be terminated by mutual consent of all the parties.
 - (ii) The consortium agreement shall be valid and enforceable till the completion of the project.
- 6.10. **Miscellaneous:** Nothing in this shall be construed providing for the sharing of profits & loss arising out of the efforts of any of the members, excepts as may be provided for in any resultant sub contract or consortium agreement between members. In no event shall be members of this consortium agreement have any obligation or liability to the other nor shall any remedy be available to the other members, except as

For Vasudevam Devalopers

Partner

For R. L. Infra Developers

Partner

For R. L. Infra Developers

Partner

For R. L. Infra Developers

Partner

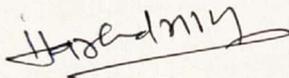
expressly written herein. No party shall be liable for any financial compensation arising out of the termination of this Consortium Agreement. No party shall be liable to the other party/ members for any indirect, incidental, special or consequential damages however caused whether as a consequence of the negligence of the one member or otherwise.

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 VASUDEVAM DEVELOPERS

For Vasudevam Developers

(Partner)
Lead Member



Partner



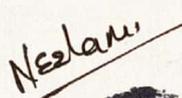
For R.L. INFRA DEVELOPERS

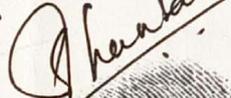
For R. L. Infra Developers

Partner

(Partner)

Consortium Member



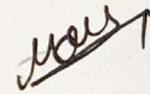


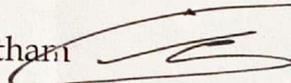




Witnesses:-

1. Mohit Mishra S/o Shiv Kumar Mishra
R/o Rautapur Kalan, Khuttar, Shahjahanpur
2. Pankaj Batham S/o Ashok Kumar Batham
R/o 33, Batham Bhawan, Khirnee Baag, Shahjahanpur





आवेदन सं०: 202200795007719

बही संख्या 1 जिल्द संख्या 15180 के पृष्ठ 1 से 14 तक क्रमांक 6315 पर
दिनांक 26/04/2022 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरुण कुमार गुप्ता

उप निबंधक : सदर

शाहजहाँपुर

26/04/2022