



SHCIL



SCERT, Haryana

## CONSORTIUM AGREEMENT

This Consortium Agreement is made and executed at Jhansi on this 30<sup>th</sup> Day of December 2022

### BETWEEN

M/s SHRI VIKRAMAH UJJAINI GREEN represented by its partner VIKRAM SINGH (AADHAR: 2519 6425 5028) aged about 37 years S/o Shri Prem Singh R/o 272, C.P. Mission Compound, Jhansi (U.P.) – 284003 (herein after called the 1<sup>st</sup> Party/Lead Member)

and

RAM SWAROOP (AADHAR: 7723 6500 4503) S/o Shri Summer, R/o Lahar Gird, Jhansi (herein after called the 2<sup>nd</sup> Party/Consortium Member)

And

WHEREAS 1<sup>st</sup> Party is Lead members of the consortium and 2<sup>nd</sup> Party is the Consortium Member which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees and successors.

AND WHEREAS the consortium Member is the owner of Land at Arazi No. 152 situated at Mauza Lahargird, Infront of Vision Height Jhansi. (hereinafter referred to as "Project Land")

NOW THEREFORE, in consideration of the mutual covenants, terms and condition and understandings set forth in this Agreement (herein after referred as the "said agreement"), the parties with the intent to be legally bound hereby agree as follows:

NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:

### 1) RECITALS & ANNEXURES

a) That the Recitals, Annexure and Schedules to this consortium shall form an integral part of this Consortium.

### 2) NAME OF THE PROJECT

a) Residential project to be developed by the lead members on the said Land being subject matter of this agreement shall be named and known as "SHRI VIKRAMAH UJJAINI GREEN"

राजेश



रिहारू



आवेदन सं०: 202200860038966

अंतरण विलेख(चल संपत्ति)

बही सं०: 4

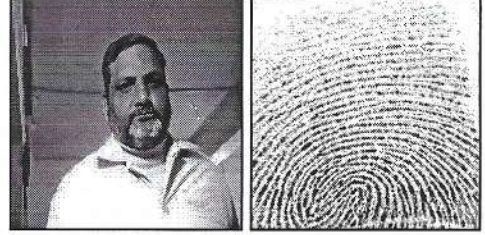
रजिस्ट्रेशन सं०: 1

वर्ष: 2023

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

श्री मेसर्स श्री विक्रम: उज्जैनी ग्रीन द्वारा  
विक्रम सिंह अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री प्रेम सिंह  
व्यवसाय : व्यापार  
निवासी: 272, सी०पी० मिशन कम्पाउण्ड झांसी

*विक्रम सिंह*



श्री, मेसर्स श्री विक्रम: उज्जैनी ग्रीन द्वारा

विक्रम सिंह अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 04/01/2023 एवं  
02:06:23 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र .

उप निबंधक :सदर प्रथम

झांसी

04/01/2023

अरुण कुशीर यादव

निबंधक लिपिक

04/01/2023

प्रिंट करें



### 3) SHARE HOLDING

A. The value of land is the exclusive right of the Land Owner Ramswaroop (herein referred to as consortium member), Further In lieu of the Consortium Member providing the said project land for the purpose for developing, constructing and the Lead Members developing, constructing, and completing the said project at the cost and expenses to be borne by the Lead Member in terms of this consortium the proposed sharing of development profit shall be divided, which shall be Ninety Nine percent for the Lead Member and One percent for the consortium member.

B. All the Parties confirm that the ratio as decided amicably is adequate for the rights being provided to either Party or the parties shall never challenge the correctness or the adequacy of their ratio at any time in the future.

### SCOPE OF THE AGREEMENT

A. That for the consideration as agreed in this CONSORTIUM, the party no. 2<sup>nd</sup> hereby has assigned to the Lead Member only rights for the construction, development, and marketing (except transfer rights) of Project to be built on said Land after getting lay out sanctioned by the competent authority.

B. That all the liability of obtaining the necessary permissions, sanction, and licenses for developing the Residential/Commercial Project on the said land shall be on the Lead Members. It is further agreed between the parties that for the purpose of obtaining such permissions, clearances, licenses, approvals, or sanctions, the first party shall act on their own. However, on request of the Lead Member, the 2<sup>nd</sup> party shall always make available all the original documents pertaining to the said Land as may be required to be produced before various statutory Authorities in connection with the approvals, licenses etc. of the Project.

**C. That there is no transfer of Land or super structure through this instrument. The sole objective of this agreement is to enhance the resources/ability for the development of the Project. There will be no effect on any title through this document, all the titles shall stand as they were, undisturbed and unchanged and only the owner shall have the exclusive right for transfer of property.**

D. That during the term of development/construction if any problem or obstruction from Govt. Development or some other allottees / claimants is created, and given such problem or obstruction if the construction is halted then in that case, it shall be duty of all the Parties to fulfill the conditions, complete the compliances, remove the impediment, or satisfy the claimants or allottees at their own cost and effort to the total exclusion of Parties. The parties shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the

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बही सं०: 4

रजिस्ट्रेशन सं०: 1

वर्ष: 2023

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

प्रथम पक्ष: 1

श्री मेसर्स श्री विक्रम: उज्जैनी ग्रीन के द्वारा विक्रम सिंह, पुत्र श्री प्रेम सिंह

निवासी: 272, सी०पी० मिशन कम्पाउण्ड झांसी

व्यवसाय: व्यापार

द्वितीय पक्ष: 1



श्री राम स्वरूप, पुत्र श्री सुमर

निवासी: लहरगिर्द तहसील व जिला झांसी

व्यवसाय: कृषि

ने निष्पादन स्वीकार किया | जिनकी पहचान

पहचानकर्ता : 1



श्री बृज किशोर, पुत्र श्री लखन पाल

निवासी: गढ़ियागाँव शहर व जिला झांसी

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री राजीव कुमार, पुत्र श्री वेद प्रकाश

निवासी: मकान नं० 171, सेंरसा जिला झांसी

व्यवसाय: अन्य



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

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र .

उप निबंधक : सदर प्रथम

झांसी

04/01/2023

अरुण कुमार यादव

निबंधक लिपिक झांसी

04/01/2023

प्रिंट करें

earliest and that delay will not be considered or calculated in the Time duration for completion of the project.

E. That if during the development/constructions, it is felt that the layout plan needs to be modified then the Lead Member at its own cost shall get the same modified from the appropriate authority however, the final layout in case of any modification needs to be approved by both the parties before submission to such authority for modification.

F. That the Consortium Member or anybody claiming through it shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the Residential/Commercial Project on the said land,

G. The Lead Members shall have the right of marketing and accept the bookings of the units to be developed(except transfer rights), in the entire project. All the bookings made in the project to be presumed as accepted & agreed by Consortium Member also. Lead Members shall get the brochures printed and advertise the project in the media and by other means at its costs.

H. That all the sale proceeds received from the allottees or prospective buyers will be deposited in the Rera designated account, opened jointly by both the parties to the consortium.

I. The rate of the units shall be decided all the Parties. The lead members shall be authorized to accept and receive the booking amounts, advance, earnest money, installments and final consideration and issue receipts thereof from the intending buyers) only and deposit in the Rera designated account. The lead members, however shall maintain a book of accounts having details of all the booking amounts, advances, installments and such other payments and this book of accounts be readily available to the other members of this consortium for inspection.

J. That all the sale deeds/Agreement to sell/Allotments/Demand Letters etc in favor of prospective buyer/allotees will be executed by Consortium Member (Owner of Land).

K. That Consortium member (Owner of Land), has assured that said land is wholly free from all Encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorized occupations, claims and litigations, whatever. That Consortium Member further agrees and undertakes to keep the said plot free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigations and shall keep thereof absolutely free and salable at all time hereof.

L. The all the parties of this consortium shall sign and execute, without any fail, all necessary forms, applications, and other documents whenever required to deal with or to take approvals, permissions consent etc. from any competent authority for development of said project.

गणेश कि



11/1/2014





M. That the Lead Members shall be entitled to advertise about the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement, on the said Land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site.

N. That the first Party shall be free to get the Project approved from Banks and financial institutions in order to facilitate the financial by intending purchasers of Units (for getting (their individual units funded). The Consortium Member (i.e. The owner of land) shall issue permission to Mortgage, enter into Tripartite/quadripartite Agreement under their own signatures, if required, or otherwise by virtue of this agreement it is deemed to be understood that the Parties are giving their consent and giving all the rights (excluding the right of transfer of land) to Lead Members to do all such acts which are required for satisfaction of Banks and allottees, and as such acts done by first party will always be considered as acts done by Consortium Member.

N. All cases/Litigations, civil, criminal, consumer, pertaining to the delay in development, construction, possession, labour or workmen disputes shall be defended by the first Party at its own cost and expenses. The Lead Members shall abide and comply with all labour laws and Minimum Wages Act and be responsible for any accident at the development site Consortium Member shall not be responsible for that.

O. The cost of stamping, registration etc. of this CONSORTIUM and other paper pertaining to this CONSORTIUM shall be borne by all the Parties

P. That this agreement is irrevocable in nature i.e. either party cannot terminate this agreement or construction/development rights delivered to lead member till the completion of the project.

#### **5) PROJECT MANAGEMENT STRUCTURE AND RULES OF THE MEMBERS:**

A. That this Consortium shall act as a Private developer as per definition of Development Authority and arrange for Land finances for the project

#### **6) NOTICES**

A. All notices or other communications to be given under this CONSORTIUM to any party shall be in writing and send by letter through Speed Post Mall or Registered Acknowledge due after being dispatched within seven(7) business days after being deposited in the past, postage prepaid, by the speed cast mail available and by registered mail to such party at its address as such party may hereafter specify for such purpose to the other by notice in the writing to both the parties at their respective registered offices/offices as given under:

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**FIRST PARTY:**

**M/s SHRI VIKRAMAH UJJAINI GREEN**

**Address: INFRONT OF VISION HEIGHT, LAHAR GIRD, JHANSI (U.P.) – 284003**

**SECOND PARTY:**

**RAMSWAROOP**

**Address: 157, Lahar Gird, Jhansi (U.P.) – 284003**

**7) CONFIDENTIAL INFORMATION**

A. That the party coming into knowledge of any information about the project or the other party because of commercial relationship created under this consortium and about development, of project shall keep the information confidential & secret and shall not disclose the same to any Third Party or shall not use the said confidential information for any other purpose other than purposes and works assigned under this consortium.

**8) MODIFICATION**

A. No modification, representation, promise or CONSORTIUM in connection with the subject matter of this CONSORTIUM shall be valid unless made in writing and signed by all the parties.

**9) INDEMNIFICATION**

A. That it is presumed that all the material facts and the truthful history regarding the title of the land in question has been disclosed by the Consortium Member to the Lead Members and in case of any deficiency or loss of land on any account including cropping up of fresh material facts not disclosed by the Consortium Member, which is noticed, observed and comes to the knowledge of the first Party after the execution of the consortium, then the Consortium Member shall be responsible to rectify the defect and indemnify the Lead Members.

**10) FORCE MAJEURE**

I. Any party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this AGREEMENT to be performed:

A. Shall use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible

B. Shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to any extent which permits resumption of such performance; and

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## 11) ARBITRATION & JURISDICTION

I. In the event any dispute arises between the Parties out of or in connection with this consortium, including the validity thereof, the Parties here to shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing.

II. In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Lead Member and the Consortium Member. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act 1996 (As Amended) and shall be held in Jhansi, India the language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly

## 12) MISCELLANEOUS

a) That all originals in respect of the said property (except title documents) including the permissions, approvals and sanctions necessary for the constructions work, shall be at all times held by the Lead Members but it shall be under the obligation to allow the inspection and verification at all reasonable times in case of need and requirement of Consortium Member.

b) That the Lead Member shall at all times ensure that construction has been raised as per sanctioned plan and there is no deviation from the sanctioned plan.

c) That the income tax liability shall be borne by all the Lead Member,

1. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

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21/4/2024





IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first above mentioned.

Stamp Duty 1000/- Paid by E-Stamp Certificate No. IN-UP94149353070088U

WITNESSES:1 Shri. Braj Kishor S/o Lakhan Pal R/o gariya gaon, Jhansi (U.P)

Identify by Aadhar No XXXX XXXX 0705 Mob- 7376469115 (Occupation- Other)

WITNESSES:2 Shri. Rajeev Kumar S/o Shri. Vedprakash R/o H.No. 171, Sersa,

Jhansi (U.P) Identify by Aadhar No XXXX XXXX 2306 Mob- 9454606045 (Occupation- Other)

Date- 30-12-2022

Drafted By : Rajesh Kumar Singh, Deed Writer, Tehsil Campus, Jhansi  
(Registration No. 1/2010-11) Mob. No. 9415401278

Type By : Deepak Singh

राजेश कुमार सिंह  
इस्तांबज लेखक तहसील-झांसी  
अनुप्रति संख्या 1 वर्ष 2010/20  
लिया गया मुल्य  
मिथ्या वर्ष 20 21 से 20 22 वर्ष

ब्राज किशोर सिंह

राजेश कुमार सिंह



WITNESSES:1



ब्राज किशोर सिंह

ब्राज किशोर S/o लखन पाल  
गारिया गाँव झांसी

WITNESSES:2



राजेश

राजेश कुमार S/o वेदप्रकाश  
सेरसा झांसी

आवेदन सं०: 202200860038966

बही संख्या 4 जिल्द संख्या 125 के पृष्ठ 255 से 270 तक क्रमांक 1 पर  
दिनांक 04/01/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र .

उप निबंधक : सदर प्रथम

झांसी

04/01/2023

