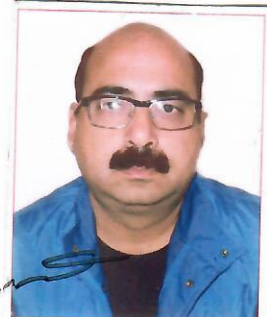


23 IV



## CONSORTIUM MEMORANDUM OF UNDERSTANDING

Stamp paid Rs. 1000/- Stamp Attached

Tehsil Sadar Muzaffarnagar



This CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) is made at Muzaffarnagar and entered into this 16<sup>TH</sup> Days of Jan 2023.

Between

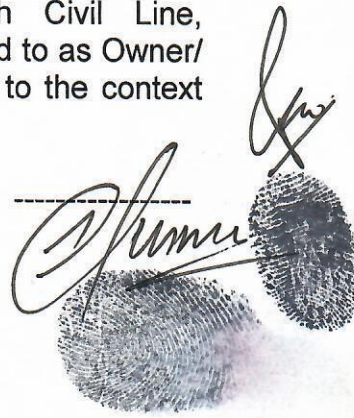
1. M/s VASUNDHARA Builders And Developers (GSTIN: 09 AARFV5722B1ZZ, PAN No.: AARFV5722B)

A partnership firm under the Indian partnership firm act sec.58 (1) having its registered office VASUNDHARA Residency, Parikarma Marg, Near Shri Ram College, Muzaffarnagar (U.P.) through its partners Mr. Amit Kumar S/o Sh. Virendra Pal Singh, R/o 438/28, South Civil Lines, Muzaffarnagar Mo. No. 9837870000 and Mr. Rohit Kumar S/o Virendra Pal Singh, R/o 438/24, Suman Vihar, Muzaffarnagar Mo. No. 8937888888 hereafter referred to as owner/Developer / Applicant/ Promoter which expression shall unless repugnant to the context thereof include its successors of the FIRST PART.

AND

2. M/s A To Z Builders And Developers (GSTIN: 09 ABOFA 7914 L1ZU, PAN No.: ABOFA 7914 L)

A partnership firm under the Indian partnership firm act sec.58 (1) having its registered office A to Z Road Near Agarsain Bhawan, Muzaffarnagar (U.P.) through its partners Mr. Inderjeet Lal S/o Sh. Chunni Lal, R/o 379, South Civil Line, Muzaffarnagar, Mo. No. 9897258945, Mr. Amit Kumar S/o Sh. Virendra Pal Singh, R/o 438/28, South Civil Lines, Muzaffarnagar Mo. No. 9837870000, Mr. Rohit Kumar S/o Virendra Pal Singh, R/o 438/24, Suman Vihar, Muzaffarnagar, Mobile No. 8937888888 and Pankaj Kumar S/o Sh. Omveer singh, R/o 1206/1, Suraj Vihar, South Civil Line, Muzaffarnagar Mo. No. 9837288848 hereafter referred to as Owner/ Promoter 2 which expression shall unless repugnant to the context thereof include its successors of the SECOND PART.







AND WHEREAS the PARTIES named above seized and possessed to all that land situated on 194,196,197,2170, 2171, 2177, Near Agarsain Bhawan, A to Z Road. District Muzaffarnagar (U.P.) PIN 251001, (hereinafter referred to as the "Said Land")

M/s Vasundhara Builders & Developers & M/s A to Z Builders & Developers have collectively pooled its own land to develop and construct the group housing project under name & style "**VAISHALI RESIDENCY**" situated at A to Z Road, Near Agarsain Bhawan, Muzaffarnagar (U.P.) bearing Khasara No. 194,196,197,2170,2171 & 2177 Muzaffarnagar (U.P.).

All the above parties for the purpose of this MOU hereinafter Firm called the Firm and collectively called the Firms.

NOW, THEREFORE This MOU witness as follows:-

### Definitions and Interpretations

#### Definitions:-

- 1.1 Applicant means the Developer who will file the Application with the Authorities as Consortium Applicant.
- 1.2 Consortium means the Consortium formed between the Firms 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 firm role and responsibilities.
- 1.4 Promoter means VASUNDHARA BUILDERS AND DEVELOPERS for all flats or towers or phases of the project "**VAISHALI RESIDENCY**".

#### 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 Bodies Corporate and association, whether incorporated or not or any other organization or entity including any government or political sun division, ministry, department of agency thereof.
- B- The headings and sub headings are inserted for convenience only and shall not affect the construction and interpretation of this MOU.
- C- References to the word include and including shall be construed without Limitation.
- D- Any reference to day shall mean a reference to a calendar day.



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

**2- Lead Firm:**

- 2.1** The entire Consortium Firm, have mutually decided to appoint M/s VASUNDHARA BUILDERS AND DEVELOPERS as Developer and lead firm.

**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 Firm shall prepare and submit a proposal to design Develop, Sell, Finance, Construct, and Operate and maintain the said project.

**4 Shareholding Basis in Consortium:**

- 4.1** VASUNDHARA BUILDERS AND DEVELOPERS act as lead firm in the Consortium.
- 4.2** The Shareholding of the Firm 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 board roies and responsibilities of the Firms towards the execution of the project including execution of development and construction works, maintenance of services and management and disposal or properties and to set out further rights and obligation of the Firms 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 Firms unless otherwise terminated earlier; this MOU shall remain effective until complete discharge of all obligations by the Firms concerning the completion of the Project.



आवेदन सं०: 202300708001527

## अनुबंध विलेख/घोषणा पत्र

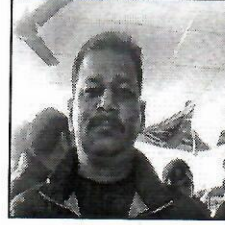
बही सं०: 4

रजिस्ट्रेशन सं०: 23

वर्ष: 2023

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

श्री वसुन्धरा बिल्डर्स एण्ड डेवलेपर्स द्वारा  
अमित कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री विरेन्द्र पाल सिंह  
व्यवसाय : व्यापार  
निवासी: 438/28, सिविल लाइन साउथ मुजफ्फरनगर हालनिवासी मकान नंबर 8 वसुन्धरा रेजीडेंसी फेस 2  
मुजफ्फरनगर

श्री, वसुन्धरा बिल्डर्स एण्ड डेवलेपर्स द्वारा

अमित कुमार अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 16/01/2023 एवं  
01:41:26 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनिल सिंह प्रभारी  
उप निबंधक : सदर प्रथम  
मुजफ्फरनगर  
16/01/2023

श्वेता सोनी लिपिक  
निबंधक लिपिक  
16/01/2023





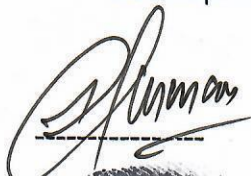

## 7. Coordinator

- 7.1 The Firms hereby understand and agree that there shall be a Lead Firm who shall be the point of contact for the purpose of the project. It is hereby agreed by the firms that for the purpose of the MOU Amit Kumar, Rohit Kumar authorized signatories of the Developer/ Promoter will present the lead Firm. However, every Firm of the Consortium shall be responsible for discharging their Particular 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 Firm 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 as 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 instruction/ Communications from the Authority to the Lead Firm shall be duly provided to both the Firms of the consortium by the Lead Firm.
- 7.4 For the avoidance of doubt it is hereby clarified that every Firms of the Consortium shall be held responsible for the respective obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by the Both Firms under the MOU.

## 8. Rights & Obligations

- 8.1 The Lead Firm shall be responsible for the transmission of any documents and information connected with the Project to the Firm concerned.
- 8.2 The Representations and declarations made by the Lead Firm shall be made in accordance with the commercial understanding with the other Firm to be legally binding on both Firms of this MOU.
- 8.3 Developer shall use complete efforts to perform and fulfil promptly, activity and on time, all of its obligations under the MOU and of the Development.




आवेदन सं०: 202300708001527

बही सं०: 4

रजिस्ट्रेशन सं०: 23

वर्ष: 2023

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

प्रथम पक्ष: 1

श्री वसुन्धरा बिल्डर्स एण्ड डेवलेपर्स के द्वारा अमित कुमार, पुत्र श्री विरेन्द्र पाल सिंह

निवासी: 438/28, सिविल लाइन साउथ मुज़फ्फरनगर हालनिवासी मकान नंबर 8 वसुन्धरा रेजीडेंसी फेस 2 मुज़फ्फरनगर

व्यवसाय: व्यापार

प्रथम पक्ष: 2



श्री वसुन्धरा बिल्डर्स एण्ड डेवलेपर्स के द्वारा रोहित कुमार, पुत्र श्री विरेन्द्र पाल सिंह

निवासी: 438/24, सुमन विहार मुज़फ्फरनगर

व्यवसाय: व्यापार

द्वितीय पक्ष: 1



श्री ए टू जेड बिल्डर्स एण्ड डेवलेपर्स के द्वारा इन्द्रजीत लाल, पुत्र श्री चुन्नी लाल

निवासी: 1206/1, सिविल लाइन दक्षिणी मुज़फ्फरनगर

व्यवसाय: बकालत

द्वितीय पक्ष: 2



श्री ए टू जेड बिल्डर्स एण्ड डेवलेपर्स के द्वारा अमित कुमार, पुत्र श्री विरेन्द्र पाल सिंह

निवासी: 438/28, सिविल लाइन साउथ मुज़फ्फरनगर हालनिवासी मकान नंबर 8 वसुन्धरा रेजीडेंसी फेस 2 मुज़फ्फरनगर

व्यवसाय: व्यापार

द्वितीय पक्ष: 3

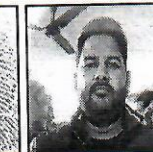


श्री ए टू जेड बिल्डर्स एण्ड डेवलेपर्स के द्वारा रोहित कुमार, पुत्र श्री विरेन्द्र पाल सिंह

निवासी: 438/24, सुमन विहार मुज़फ्फरनगर

व्यवसाय: व्यापार

द्वितीय पक्ष: 4



श्री ए टू जेड बिल्डर्स एण्ड डेवलेपर्स के द्वारा पंकज कुमार, पुत्र श्री ओमवीर सिंह

निवासी: 1206/1, सूरज विहार, साउथ सिविल लाइन मुज़फ्फरनगर

व्यवसाय: व्यापार



9. **Roles & Responsibilities towards each others**

9.1 Owners undertake to





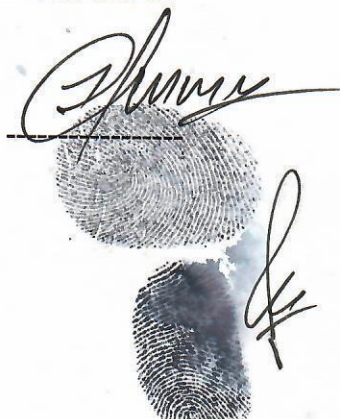
- I. Develop the aforesaid project in one or more phases.
- II. Execute the sale deed of the developed/ constructed area in the aforementioned project in favour of the prospective purchasers. The Second Party has agreed to give conveyance of the said Land and have agreed to execute the Power of Attorney in favour of the Partner as mutually decided for smooth functioning of the development / construction of the project , complying with any compliance with Government Department (Like- RERA, MDA, Nagar Nigum, Pollution, Fire, GST, Income Tax Etc.)/ Non Gov. Department and execution of the sale deed in favour of the prospective purchasers.

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 receive all the advances from the prospective purchasers of Flats/ Plots/ Residential area/ Commercial are in the aforementioned project.
- IV. To promptly notify each of the Firms about any significant delay in fulfilment of milestone in relation to the project and
- V. To inform other Firms of relevant Communications its 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 there in as soon as came in to the knowledge.

c- Each Firm shall keep confidential all information of the confidential nature, whether written or oral, concerning to this MOU.



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री खैराती लाल अरोरा, पुत्र श्री भगवान दास

निवासी: 7, रेनबो विहार मुजफ्फरनगर

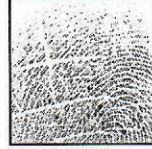
व्यवसाय: वकालत

पहचानकर्ता : 2

श्री संजय तेवतिया, पुत्र श्री राजकरण तेवतिया

निवासी: 1179 जाट कॉलोनी मुजफ्फरनगर

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनिल सिंह प्रभाषी

उप निबंधक : सदर प्रथम

मुजफ्फरनगर

16/01/2023

श्वेता सोनी लिपिक

निबंधक लिपिक मुजफ्फरनगर

16/01/2023

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





d- Each Firm shall share with and disclose information to other Firm including confidential information and documents as may be necessary for the Project. The Firms hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its use or for any third party benefit.

## 10. Liabilities

### 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 supplier, labour including all compliances related to labour laws, claims of purchasers, agents, financiers etc. all and the owners 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 second party has otherwise no roles or obligation or entitlement in the present transaction.

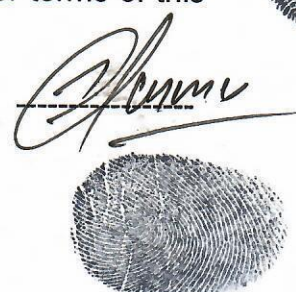
## 11. Representations and warranties:-

### 11.1 The Firms hereby represent and warrant that:-

A They are duly organized and validly existing under the Prevailing laws of India and have 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 Firms, enforceable against them in accordance with the terms hereof and execution delivery and performance of this MOU.

C Each of the representations and warranties shall be constructed as a separate representations 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 Firms 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 non-payment of their respective takes.

**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 as 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.

**14. Arbitration**

**14.1** Any and all disputes or differences between the Firms 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 Firms.

**14.2** Any dispute arising in connection with this MOU cannot be resolved by the Firms in accordance with the terms of this MOU shall be settled by arbitration in accordance with Arbitration and conciliation Act 1996. The Firms agree to comply with the rewards resulting from arbitration. The place of arbitration shall be Muzaffarnagar.















**15 Force Majeure**

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

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

16.1 Upon full payment by developer to owner then cease to be consortium Firm.

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 Firms with respect to the subject matter of this MOU in the event of any conflict between the terms of this MOU and the Transaction Documents to be executed subsequently between the Applicant and the Authority the terms of transaction Documents shall be ineffective.

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 Firms of the consortium an amended consortium MOU shall be submitted by the lead Firm to Government Agency.







INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp

Certificate No.

: IN-UP06738571519751V

Certificate Issued Date

: 13-Jan-2023 02:46 PM

Account Reference

: NEWIMPACC (SV)/ up14195404/ MUZAFFARNAGAR SADAR/ UP-MJF

Unique Doc. Reference

: SUBIN-UPUP1419540407056208857555V

Purchased by

: A TO Z BUILDERS AND DEVELOPERS

Description of Document

: Article 46 Patnership

Property Description

: Not Applicable

Consideration Price (Rs.)

:

First Party

: VASUNDHARA BUILDERS AND DEVELOPERS

Second Party

: A TO Z BUILDERS AND DEVELOPERS

Stamp Duty Paid By

: VASUNDHARA BUILDERS AND DEVELOPERS

Stamp Duty Amount(Rs.)

: 1,000  
(One Thousand only)



E-STAMP  
LOCKED BY...

Please write or type below this line

IN-UP06738571519751V

*[Signature]*



*[Signature]*



*[Signature]*



*[Signature]*



*[Signature]*



*[Signature]*



JD 0014308140

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.



IN WITNESS WHEREOF: The Firms have entered into this MOU on the day Month and year first mentioned above.

Signed, Sealed and delivered by

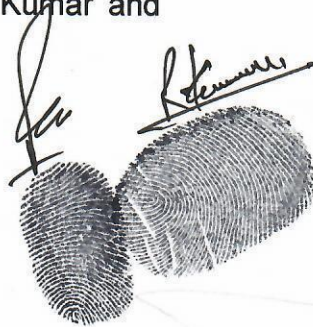
" For M/s VASUNDHARA BUILDERS AND DEVELOPERS

Authorized Partner, Mr. Amit Kumar and Mr. Rohit Kumar




1. Signed, Sealed and delivered by  
For M/s A TO Z BUILDERS AND DEVELOPERS

Authorized Partner, Mr. Inderjeet Lal and Mr. Amit Kumar and  
Mr. Rohit Kumar and Mr. Pankaj Kumar



Witness: 1-

1. Signature
2. Name
3. Address




Khairati Lal Arora  
Advocate

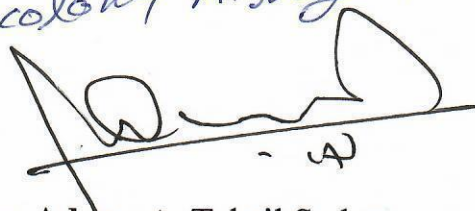


Witness: 2-

1. Signature
2. Name
3. Address



Sanjay Sh. Rajkumar  
Jaat colony M. Nagar



DATE:- 16/01/2023

DRAFTED BY:- **Khairati Lal Arora Advocate** Tehsil Sadar  
Muzaffarnagar.

आवेदन सं०: 202300708001527

बही संख्या 4 जिल्द संख्या 252 के पृष्ठ 53 से 72 तक क्रमांक 23 पर दिनांक  
16/01/2023 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनिल सिंह प्रभासी  
उप निबंधक : सदर प्रथम  
मुजफ्फरनगर  
16/01/2023