



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP91657822663281V  
 Certificate Issued Date : 24-Apr-2023 10:14 AM  
 Account Reference : NEWIMPACC (SV)/ up14278204/ JHANSI SADAR/ UP-JHS  
 Unique Doc. Reference : SUBIN-UPUP1427820477717986864800V  
 Purchased by : AKHILESH CHANDRA GUPTA SO LATE HARISH CHANDRA  
 Description of Document : Article 5 Agreement or Memorandum of an agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : AKHILESH CHANDRA GUPTA SO LATE HARISH CHANDRA  
 Second Party : VINOD KUMAR GUPTA SO LATE RAJA RAM GUPTA  
 Stamp Duty Paid By : AKHILESH CHANDRA GUPTA SO LATE HARISH CHANDRA  
 Stamp Duty Amount(Rs.) : 1,000  
 (One Thousand only)

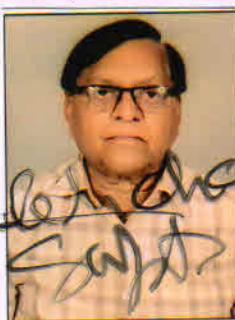


## CONSORTIUM MEMORANDUM OF UNDERSTANDING

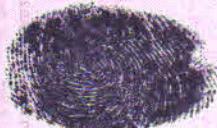
Please write or type below this line

Stamp paid Rs. 1000/- Stamp Attached

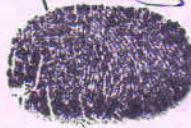
This **CONSORTIUM MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the Mou) is made at Jhansi and entered into this 25/04/2023 Day of 2023



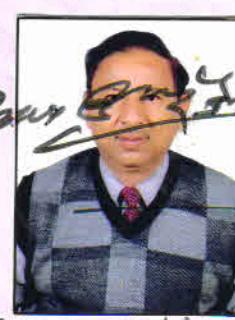
Akhilesh Chandra Gupta



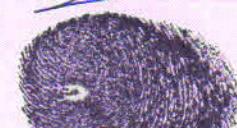
Vinod Kumar Gupta



Raja Ram Gupta



Akhilesh Chandra Gupta



JD 0034784048

## Statutory Alert

- The authenticity of this Stamp certificate should be verified at [www.cholestamps.com](http://www.cholestamps.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.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority.

# CHINA

CHINA  
CHINA



**Between**

1- M/s Akhilesh Chandra Gupta Vinod Kumsr Gupta ( PAN- ABIFA6150C) a Partnership firm Registered under the Partnership Act, 1932, having its Registered Office at In Front of Jila Panchayat Office, Kacheri Chauraha Jhansi U.P. 284001

**AND**

2- Akhilesh Chandra Gupta ( PAN- ACCPG8337Q) S/o Late. Harish Chandra Gupta 91/3 Civil Line Allahabad Bank Chaurah, Jhansi U.P. 284001  
(Aadhar No: 441069764000) (Mob-9415113176)

**AND**

3- Vinod Kumar Gupta ( PAN-ABLPG3935A) S/o Late. Rajaram Gupta, 1383 Vivekanand Colony Civil Line Jhansi U.P. 284001  
(Aadhar No: 223979828792) (Mob- 8853922081)

**AND**

4- Chandrashekhar Rusia (PAN- AFJPR2015N) S/o Ramkrishan Rusia, 1/5 Virangana Nagar, Pichhor, Mib Medical Collage Jhansi U.P. 284001  
(Aadhar No: 705113997169) (Mob-8299434872)

**AND**

5- Subhash kumar Jain (PAN-ABUPJ9346H) S/o Late. Rajkumar Jain out side Khanderao gate behind Chanda Hotal, Jhansi U.P. 284001  
(Aadhar No: 365972760150) (Mob- 9839512748)

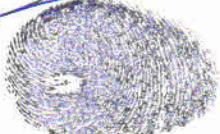
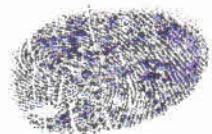
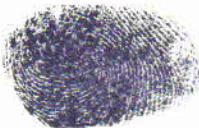
**AND WHEREAS** the **PARTIES** named above seized and possessed to all that pieces or parcel of plots situated at Mauza- Jhansi for Map Sanctioned by JDA dated 26.06.2020 by Permit No. MAP20191118134836867

*Akhilesh Chandra Gupta*

*Parag Singh*

*Subhash*

*Rusia*



आवेदन सं: 202300860011212

## अनुबंध विलेख/घोषणा पत्र

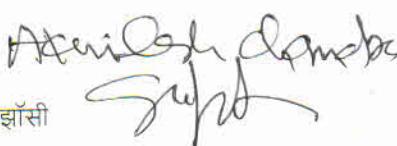
बही सं: 4

रजिस्ट्रेशन सं: 89

वर्ष: 2023

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

श्री अखिलेश चन्द्र गुप्ता,  
पुत्र श्री स्व हरीश चन्द्र गुप्ता  
व्यवसाय : व्यापार  
निवासी: 91/3 सिविल लाईन झांसी




ने यह लेखपत्र इस कार्यालय में दिनांक 26/04/2023 एवं 12:11:37 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शबाना बेगम प्रभारी  
उप निबंधक : सदर द्वितीय  
झांसी  
26/04/2023

निबंधक लिपिक  
26/04/2023

प्रिंट करें



M/s Akhilesh Chandra gupta Vinod Kumar Gupta, Mr. Akhilesh Chandra Gupta , Mr. Vinod Kumar Gupta, Mr. Chandrashekhar Rusia, Mr. Shubhash Kumar Jain have collectively pooled its own land to develop and construct the project under name & style M/s Akhilesh Chandra gupta Vinod Kumar Gupta

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

NOW, THEREFORE, This MOU witness as follows:-

**1. Definitions and Interpretations**

**Definition:-**

- 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 Members in accordance with this MOU.
- 1.3 MOU (Memorandum of Understanding) means legal documents describing the germs and responsibilities.
- 1.4 Promote means M/s Akhilesh Chandra Gupta Vinod Kumar Gupta for all phases of the project "M/s Akhilesh Chandra Gupta Vinod Kumar Gupta",
- 1.5 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, wheter incorporated of not or any other organization or entity including ang government or political sub division ministry, department of agency thereof. The headings and sub headings are inserted for convenience only sna shall not affect the constructuion and interpretation of this MOU. References to the word include and uncluding shall be construed without Limitation. Any reference to day shall mean a reference to a calendar day.

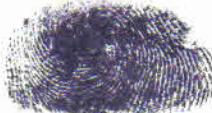
In consideration of the mutual covenants of the members, the sufficiency whereof hereby acknowledged and other good valuable consideration are, the Members have agreed as follows:-

**2. Lead Member:**

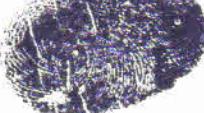
- 2.1 The entire Consortium Member, have mutually decided to appoint M/s Akhilesh Chandra Gupta Vinod Kumar Gupta as Developer and lead member.

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

*Akhilesh Chandra Gupta*



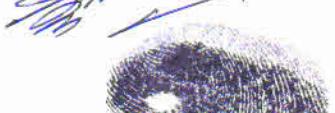
*Parmanand*



*eshuji*



*Shubhash*



आवेदन सं: 202300860011212

बही सं: 4

रजिस्ट्रेशन सं: 89

वर्ष: 2023

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

प्रथम पक्ष: 1

श्री अखिलेश चन्द्र गुप्ता, पुत्र श्री स्व हरीश चन्द्र गुप्ता



निवासी: 91/3 सिविल लाईन झॉसी

व्यवसाय: व्यापार  
*Akhilesh Chandra  
Gupta*

प्रथम पक्ष: 2

श्री विनोद कुमार गुप्ता, पुत्र श्री स्व राजाराम गुप्ता



निवासी: 1383 विवेकानन्द कालौनी सिविल लाईन झॉसी

व्यवसाय: व्यापार  
*Vinod Kumar Gupta*

प्रथम पक्ष: 3

श्री चन्द्रशेखर रूसिया, पुत्र श्री रामकृष्ण रूसिया



निवासी: 1/5 वीरांगना नगर पिछोर झॉसी

व्यवसाय: व्यापार  
*Chandreshwar Roushia*

प्रथम पक्ष: 4

श्री सुभाष कुमार जैन, पुत्र श्री स्व राजकुमार जैन



निवासी: बाहर खण्डेराव गेट चन्द्र होटल के पीछे झॉसी

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री सचिन पुरानिया, पुत्र श्री हरपाल सिंह पुरानिया



निवासी: 903 कालीमाई तालपुरा झॉसी

व्यवसाय: अन्य  
*Sachin*

पहचानकर्ता: 2

श्री सृजन गुप्ता, पुत्र श्री विनोद कुमार गुप्ता



निवासी: 1383 विवेकानन्द कालौनी सिविल लाईन झॉसी

व्यवसाय: अन्य  
*Srijan*

4.1 M/s Akhilesh Chandra Gupta Vinod Kumar Gupta 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 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 the members concerning the completion of the Project.

**7. Coordinator**

7.1 This 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 Mr. Akhilesh Chandra Gupta Mr. Vinod Kumar Gupta Promoter will present the lead Member. However, Every Member of the Consortium shall be individually responsible for discharging their Particular obligation as may be decided mutually 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 as may be mutually decided 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.

*Akhilesh Chandra Gupta* *Parag Gupta* *Chandra Gupta* *Parag Gupta* *Parag Gupta*



## रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार<sup>1</sup>  
लिए गए हैं।  
टिप्पणी :

शबाना बेगम प्रभारी  
उप निबंधक : सदर द्वितीय  
झांसी  
26/04/2023

निबंधक लिपिक झांसी  
26/04/2023

[प्रिंट करें](#)



8.2 The Representations and declaration made by the lead Member shall be made in accordance with the commercial understanding with the other member to be legally binding on all of its obligation under the MOU and of the Development.

**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, THIRD has agreed to give conveyance of the person as mutually decided for smooth functioning of the development / construction of the project , complying with any compliance with Government department (Like-RERA, JDA Nagar Nigam, 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 engine costs.
- III. To receive all the advances from the prospective purchasers of plots/ residential area/ commercial area in the aforementioned project.
- IV. To promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Project and
- V. 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 obligation under MOU promptly act to correct any error therein as soon as it came into the knowledge.
- c. Each Members shall keep Confidential all information of confidential nature, whether written or oral, concerning to this MOU
- d. Each Members 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 thirdparty 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:-**

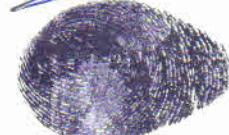
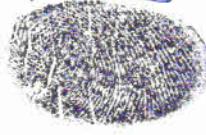
The Developer Shall be solely liable for all claims of third parties, including but not limited to claims of all material suppliers labour includind all

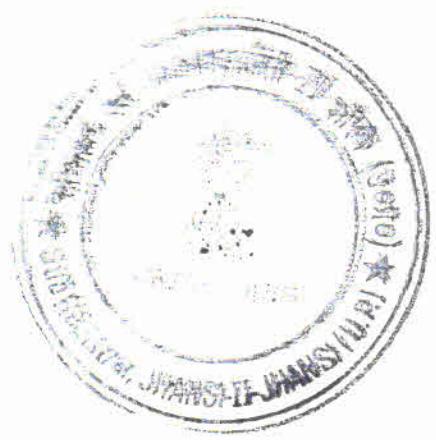
*Parag Mehta*

*Chetan*

*Shivam Agarwal*

*Akash Chandra Gupta*





compliances related to labour laws, claims of purchasers, agents, financers etc. all and the owner shall in no manner be called upon for such claims.

It is expressly agreed between the parties that role of owner 2,3, 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 2,3 has otherwise no roles or obligation of entitlement in the present transaction.

#### 11. Representation 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 into this MOU and perform their obligation under this MOU.
- b. This MOU constitutes a valid 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 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 of may be bound.
- c. Each of the representations and warranties shall be construed as a separate representation warranty covenant 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 condition of the MOU.

12. Relations between Parties:- The Parties hereto have entered into this MOU on principal to principal basis. Nothing contained herein shall constitute or construed 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

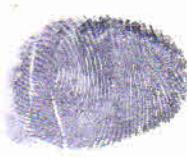
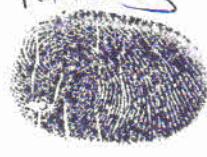
#### 14. Arbitration

Akash Chaudhary

Parag Mehta

Celine

Suraj Singh





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 Jhansi.

15. **Force Majeure**

None of the members shall be held in default in the performance of the obligation under the MOU in the events of force majeure which without any limitation include war, the members 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 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 Transaction Documents to be executed subsequently between the Applicant and the Authority, the terms of Transaction Documents 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 any 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 principle of conflict of laws there under.

**IN WITNESS WHEREOF**, The Member has entered into this MOU on the day, month and year first mentioned above.

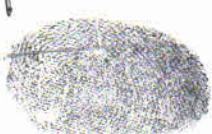
1- Signed, Sealed and delivered by

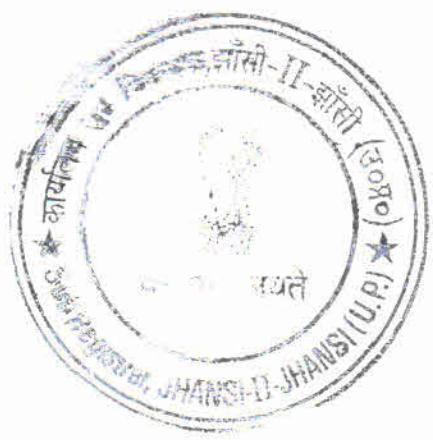
For M/s Akhilesh Chandra Gupta Vinod Kumar Gupta

2- Signed, Sealed and delivered by

For Akhilesh Chandra Gupta

Akhilesh Chandra Gupta





*Vinod Kumar Gupta*  


*Paritala Vinod*  


3- Signed, Sealed and delivered by  
For Vinod Kumar Gupta

*Chandrashekhar*



4- Signed, Sealed and delivered by  
For Chandrashekhar Rusia

*Subhash Kumar Jain*



5- Signed, Sealed and delivered by  
For Subhash Kumar Jain

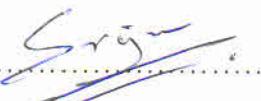
Witness: 1

1. Signature.....  


2. Name: Sachin Puraiya S/o Mr. Harpal Singh Puraiya (Adhar No. 455814010276)  
3. Address: 903, Kali Mai, Talpura, Jhansi, 28400 (Mobile: 7860625635)



Witness: 2

1. Signature.....  


2. Name: Srajan Gupta S/o Vinod Kumar Gupta (Adhar No. 733112493783)



3. Address: 1383, Vivekanand Colony, Civil Lines, Jhansi, 284001 (Mobile: 7860647803)



प्रारूपकर्ता :- सरदार वीर सिंह, एडवोकेट, तहसील व जिला झाँसी। *Veer Singh*  
रजि सं 5439-10

टाईपकर्ता :- रोहित कुमार *R*

आवेदन सं०: 202300860011212

बही संख्या 4 जिल्द संख्या 141 के पृष्ठ 357 से 372 तक क्रमांक 89 पर  
दिनांक 26/04/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शबाना बेगम प्रभारी  
उप निबंधक : सदर द्वितीय  
झांसी  
26/04/2023

