

1. **M/s. DEV ASHOK INFRA DEVELOPERS**, a Partnership Firm as defined under the Indian Partnership Act, 1932, (PAN No. AASFD7766N) having its registered office at Ashok Market, Near Lord Mahakaleshwar Temple, inside Badagaon Gate, Jhansi (U.P.) 284002 through its Partner, Shri Abhishek Yadhav (Aadhar No. XXXX XXXX 6139) S/o Shri Mahendra Singh Yadav, R/o 179, Ward No. 13, Meri Tehsil & Distt. Jhansi (hereinafter referred as "**Lead Member**" which term shall always mean and include its legal representatives, successors, administrators, assignees and nominees; unless expressly excluded) of the **FIRST PART**;

AND

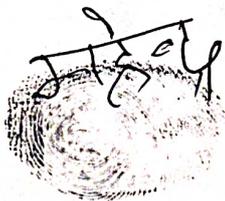
2. **Shri Mahendra Singh Yadav** (Aadhar No. 9832-0387-2794 & PAN No. GUCPS4082Q) S/o Shri Dashrath Singh, R/o Meri, MLB Medical Collage, Jhansi (U.P.) 284128 hereinafter called the "**Consortium member**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

AND

3. **Shri Bhuri Devi** (Aadhar No. 8144-2151-2754 & PAN No. CZUPD4267R) W/o Shri Ashok Yadav, R/o Meri, MLB Medical Collage, Jhansi (U.P.) 284128 hereinafter called the "**Consortium member**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

AND

4. **Shri Ram Devi** (Aadhar No. 3116-2643-6107 & PAN No. CXXPD4041C) W/o Shri Satish Chandra, R/o Meri, MLB Medical Collage, Jhansi (U.P.) 284128 hereinafter called the "**Consortium member**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **FOURTH PART**;



That the First Party as mentioned above shall be referred as "**Lead Member**" and First to Fourth party as mentioned above shall collectively referred to as the "**Consortium member(s)**".

That all the Consortium member(s) shall collectively be known as "**Parties**" and individually as the "**Party**".

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

1. PURPOSE OF CONSORTIUM

Whereas parties mentioned above entered into and executed this agreement for forming a consortium with the object of development of various complexes/ projects including but not limited to residential township(s) in the state of Uttar Pradesh. The sole aim of this agreement is development of various properties in the state of Uttar Pradesh.

2. DURATION

This Agreement shall come into force and effect on as of the date of signing of this agreement by the Members. Unless otherwise terminated earlier, this agreement shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project.

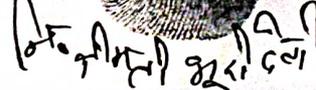
3. COORDINATION AND SHAREHOLDING

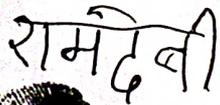
3.1. The Members hereby understand and agree that there shall be a "**Lead Member**" who shall be the point of contact for purpose of Project. It is hereby agreed by the Members that for the purpose of this agreement M/s. Dev Ashok Infra Developers has been appointed as Lead Member. The Lead Member shall be specifically authorized by Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation and jointly and severally liable for the successful completion of the entire Project.

3.2. For the purpose of this agreement, the Lead Member shall be the single point of contact for all Authorities/ Departments and shall have the overall responsibility of the management of the Project 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 agreement.






3.3. All instructions/communications from the Authorities/ Departments to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.

3.4. The lead member shall develop, and market the said project in terms of this consortium agreement, the expenditure incurred on the project will be done by the lead member and the entire sales receipt from selling the project(s) shall be divided in the following ratio:

S. No.	Name	Ratio in Total Receipt
1.	Dev Ashok Infra Developers	90%
2.	Mahendra Singh Yadav	3.33%
3.	Bhuri Devi	3.33%
4.	Ram Devi	3.33%

3.5. The lead member will be entitled to receive sales consideration in its name in the designated account(s) from which revenue shares will be distributed.

3.6. All the parties confirm that the ratio is amicably decided and adequate for the rights being provided to either party or the parties shall never challenges the correctness of the adequacy of their ratio at any time in the future. The ratio may change any time with mutual discussion by executing a supplement to this agreement. The lead member shall act as a private developer and it is clarified that no land has been transferred by this consortium agreement.

4. RIGHTS AND OBLIGATIONS

4.1 The lead member is authorized to get the maps sectioned from Jhansi Development Authority ("JDA/Competent Authority") for carrying out development of project & will pay off the dues of the JDA as and when demanded.

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

4.3 That during the term of development/ construction, if any, problem or obstruction from any Govt. department(s) and/ or by any allottees/ claimants is created, arose excluding the matters related to the title and possession of the said project land, and due to which if the construction is halted then it shall be the duty of all the parties to fulfill the conditions, comply with the compliances, remove the impediment or satisfy the claimants or allottees at their own cost and effort. 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 earliest and that delay will not be considered or calculated in the time duration for completion of the project.

- 4.4 The lead member shall have right to accept inquires/bookings of the units to be developed in the entire project including area falling in the portion of the other consortium members. All the bookings made in the project shall be presumed as accepted & agreed by other consortium members also. The lead member shall be entitled to advertise this project by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement as deemed fit, 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 after registration of the said project under RERA.
- 4.5 The lead member shall be authorized to accept and receive the booking amounts, advance, earnest money, installments and final consideration for plots/units etc. and issue receipts of the same to intending buyer(s) and deposit the amount into RERA designated account(s). The lead member, however, shall maintain books of account having details of the booking amounts, advances, installments and such other payments and the books of accounts are readily available to the other parties of this consortium for inspection.
- 4.6 That the lead member shall sign, execute, enter into, determine, negotiate, finalize, modify the terms and conditions of the booking/ application form, allotment letter, and agreement with the buyer(s) in the project including deciding terms related to the consequences of delay, levy of interest, waiving off of interest, cancellation of booking, re-allotment of units upon cancellation etc.
- 4.7 The consortium shall raise loans from financial institutions/Banks for smooth construction and development of the project and any short coming in financing of the project shall be arranged by the consortium members as mutually agreed by the members of consortium.
- 4.8 That first party shall be responsible for all the compliances related to Real Estate (Regulation and Development) Act 2016 with respect to opening and maintaining the bank accounts as per section 4(2)(l)(d)(D), registration including extension of the project as per section 3 to 6, enabling formation of association of allottees as per section 11, compliance related to other provisions, obligation and duties casted on lead member as a Promoter under RERA, 2016.
- 4.9 The Lead Member shall be responsible for transmission of any documents and information connected with Project to Consortium Members.









- 4.10 The representations and declarations made by the Lead Member shall be legally binding on all consortium members of this agreement.
- 4.11 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this agreement.
- 4.12 That first party shall develop the Project land which include but not limited to development of plots with all internal and external services, amenities, facilities, areas available for common enjoyment, roads, landscaping, water supply, street lighting, drainage, sewerage and other conveniences, development of internal and peripheral areas and infrastructural facilities for the Project;
- 4.13 All cases/litigations, civil, criminal, consumer pertaining to the delay in development, construction, possession, labor or workmen disputes shall be defended by the first party. The first party shall abide and comply with all labor laws and minimum wages act and is responsible for any accident at the development site and the other consortium members shall not be responsible for that.
- 4.14 The cost of stamping, registration etc. of this Consortium Agreement and other papers pertaining to give effect to this consortium shall be borne by the first party.

5. RESPONSIBILITIES TOWARDS EACH OTHER

- 5.1 Each Member undertakes to promptly notify each Member about any significant delay in fulfillment of milestones in relation to the Project; and/or any relevant communications as receives from third parties in relation to the Project.
- 5.2 Each Member shall act in good faith and use reasonable efforts to ensure time-bound compliance of their obligations under this agreement and promptly act to correct any error therein as soon as it came into the knowledge.
- 5.3 Each Member 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 third party benefit.

6. LIABILITIES

- 6.1. The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this agreement.



- 6.2. Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.
- 6.3. That every consortium members has assured that said project land is free from all encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorized occupation, claims and litigations, whatever. That the party no. 2 to 4 further agrees and undertakes to keep the said project land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigation and shall keep thereof absolutely free and saleable at all time hereof.
- 6.4. Subject always to such other undertakings and warranties as are provided for in this agreement, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/ or knowhow.
- 6.5. That the income tax liability shall be shared and borne by the parties hereto in proportion to their share on sharing ratio, if any.
- 6.6. Liability with respect to all the other taxes including GST, service tax etc. shall be borne by the parties at their own. No party shall be held responsible for other's share of liability and consequence in case of default.

7. REPRESENTATION AND WARRANTIES

The Members hereby represent and warrant that:

- 7.1. They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this agreement and to perform their obligations under this agreement.
- 7.2. This agreement constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and by which the Members are or may be bound.









7.3. Each of the representations and warranties shall be construed as a separate representation, 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 term of this agreement.

7.4. The Members have read, understood and agreed with terms and conditions of this agreement.

8. NOTICES

8.1. Notices, demands or other communication required or permitted to be given or made under this agreement 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.

8.2. 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 given address.

9. ARBITRATION

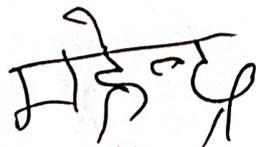
9.1. Any and all disputes or differences between the Members arising out of or in connection with this agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

9.2. Any dispute arising in connection with this agreement which cannot be resolved by the Members in accordance with the terms of this agreement shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration.

10. FORCE MAJEURE

None of the members shall be held in default in the performance of the obligation, under this agreement, in the events of force majeure which without any limitation include war, civil, commotion, riots, Act of God, Government Action. In the event of force majeure, the members of the Consortium agreement undertake to consult each other.









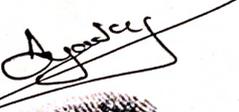
11. TERMINATION OF AGREEMENT

- 11.1. This agreement may be terminated by mutual consent of all the parties.
- 11.2. In case any of the consortium member is desirous to opt out this Agreement, it may do so by selling its land to any other consortium member/(s) to this agreement at a price mutually agreed between them. However. Such consortium member shall not sell its land to any person or entity who is not a consortium member to this agreement.
- 11.3. None of the consortium member shall be entitled to terminate this Agreement, unilaterally, as a substantial investment is being made by all the consortium members for the purpose of the project.

12. MISCELLANEOUS

- 12.1. This agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between Members with respect to subject matter of this agreement.
- 12.2. Any provisions of this agreement, which are invalid or unenforceable, shall be ineffective to extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 12.3. This agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.

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.








श्री रामदेवी देवी

रामदेवी


Drafted By : Rajkumar Pathak, Deed Writer, Tehsil Jhansi

राजकुमार पाठक दस्तावेज लेखक
तहसील व जिला-झांसी
अनुज्ञप्ति संख्या-90
दिनांक 31-03-2024
ली गई फीस

हस्ताक्षर



राजकुमार

Witness: -

1. Mr. Kapil Meri S/o Anand Vishwakarma
R/o Village Meri Post Medical College, Dist. Jhansi UP
Adhaar No. XXXX XXXX 9256
2. Rahul Dubey S/o Lalji Prasad
R/o 312, Mahakaleshwar Mandir Badagaon Gate Jhansi UP
Adhaar No. XXXX XXXX 7824

कापिल



राहुल दुबे

राहुल दुबे

For DEV ASHOK INFRA DEVELOPERS




(Partner)
Lead Member

For Mahendra Singh Yadav



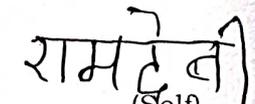

(Self)
Consortium Member

For Bhuri Devi




(Self)
Consortium Member

For Ram Devi




(Self)
Consortium Member

आवेदन सं०: 202300860022494

बही संख्या 4 जिल्द संख्या 130 के पृष्ठ 391 से 412 तक क्रमांक 183 पर
दिनांक 16/08/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र...

उप निबंधक : सदर प्रथम

झांसी

16/08/2023



सुभाष चन्द्र . .
उप निबंधक : सदर प्रथम
झांसी
16/08/2023

अरुण कुमार यादव
निबंधक लिपिक झांसी
16/08/2023

प्रिंट करें



आवेदन सं०: 202300860022494

बही सं०: 4

रजिस्ट्रेशन सं०: 183

वर्ष: 2023

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

प्रथम पक्ष: 1

श्री M/s. DEV ASHOK INFRA DEVELOPERS के द्वारा अभिषेक
यादव, पुत्र श्री महेन्द्र सिंह

निवासी: 179 वार्ड नं० 13 मेरी जिला झाँसी

व्यवसाय: व्यापार

प्रथम पक्ष: 2



श्री महेन्द्र सिंह यादव, पुत्र श्री दशरथ सिंह यादव

निवासी: ग्राम मेरी मेडिकल कालेज झाँसी

व्यवसाय: अन्य

प्रथम पक्ष: 3



श्रीमती भूरी देवी, पत्नी श्री अशोक यादव

निवासी: ग्राम मेरी मेडिकल कालेज झाँसी

व्यवसाय: गृहिणी

प्रथम पक्ष: 4



श्रीमती राम देवी, पत्नी श्री सतीश चन्द्र

निवासी: ग्राम मेरी मेडिकल कालेज झाँसी

व्यवसाय: गृहिणी

ने निष्पत्ति स्वीकार किया जिनकी पहचान

पहचानकर्ता: 1

श्री राहुल दुवे, पुत्र श्री लख जी प्रसाद

निवासी: 12 महाकालेश्वर मन्दिर बाहर बडागाँव गेट जिला झाँसी

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री कपिल मेरी, पुत्र श्री आनंद विश्वकर्मा

निवासी: ग्राम मेरी मेडिकल कॉलेज जिला झाँसी

व्यवसाय: अन्य

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

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



आवेदन सं०: 202300860022494

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 183

वर्ष: 2023

प्रतिफल- 90 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 1000 प्रतिलिपिकरण शुल्क - 80 योग : 1080

श्री M/s. DEV ASHOK INFRA DEVELOPERS द्वारा
अभिषेक यादव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री महेन्द्र सिंह
व्यवसाय : व्यापार
निवासी: 179 वार्ड नं० 13 मेरी जिला झांसी



श्री, M/s. DEV ASHOK INFRA DEVELOPERS द्वारा

अभिषेक यादव अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 16/08/2023 एवं
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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र

उप निबंधक :सदर प्रथम

झांसी

16/08/2023

अरुण कुमार यादव

निबंधक लिपिक

16/08/2023

प्रिंट करें

