



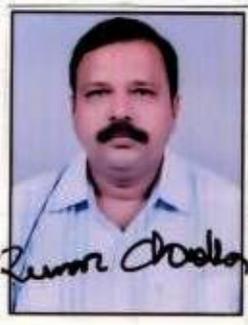
INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

165
23



Certificate No.	: IN-UP70014221045139V
Certificate Issued Date	: 26-Jul-2023 12:37 PM
Account Reference	: NEWIMPACC (SV)/ up14148804/ JHANSI SADAR/ UP-JHS
Unique Doc. Reference	: SUBIN-UPUP1414880435233089776580V
Purchased by	: BALAJI MARKTING SRJ HOUSING LLP ETC
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: KRISHNA ANANDAM AOP
Second Party	: BALAJI MARKTING SRJ HOUSING LLP ETC
Stamp Duty Paid By	: BALAJI MARKTING SRJ HOUSING LLP ETC
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Saijay Kumar Choudhary



Sunita Agarwal

Signature below this

Saijay Kumar Choudhary



Sunita Agarwal



Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.e-stamp.com or using e-Stamp Mobile App of Stock Holding Company of India or the details on the Certificate and its available on the website / Mobile App renders it invalid.
2. The date of checking the signature is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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CONSORTIUM MEMORANDUM OF UNDERSTANDING

Stamp paid - Rs. 100/- e-stamp No. IN-UP 70014221045139V
date by 26-07-2023

This CONSORTIUM MEMORANDUM OF UNDERSTANDING
(hereinafter referred to as the MOU) is made at Jhansi and entered into this 25th
July 2023

Sanjay Kumar Choudha



Surita Agarwal



आवेदन सं०: 202300860020447

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 165

वर्ष: 2023

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

श्री कृष्णा आनंदम द्वारा
संजय कुमार चौदहा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व गोपी किशन चौदहा
व्यवसाय: अन्य
निवासी: द्वितीय तल गणेश अपार्टमेंट झांसी

Sanjay Kumar Choudha



श्री, कृष्णा आनंदम द्वारा

संजय कुमार चौदहा अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 26/07/2023 एवं
12:48:54 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र ..

उप निबंधक :सदर प्रथम

झांसी

26/07/2023

अरुण कुमार यादव

निबंधक लिपिक

26/07/2023

प्रिंट करें



Between

- 1- Krishna Anandam AOP (PAN-AALAK1796R) a Association of Person having its Registered Office at 372/13, Gwalior Road, Civil Lines, Jhansi having authorized signatory namely Sanjay Kumar Choudha (S/o Late. Gopi Kisan Choudha residing at 2nd Floor, Ganesh Apartment, Jhansi U.P. 284001
(Aadhar No:826052171314)

AND

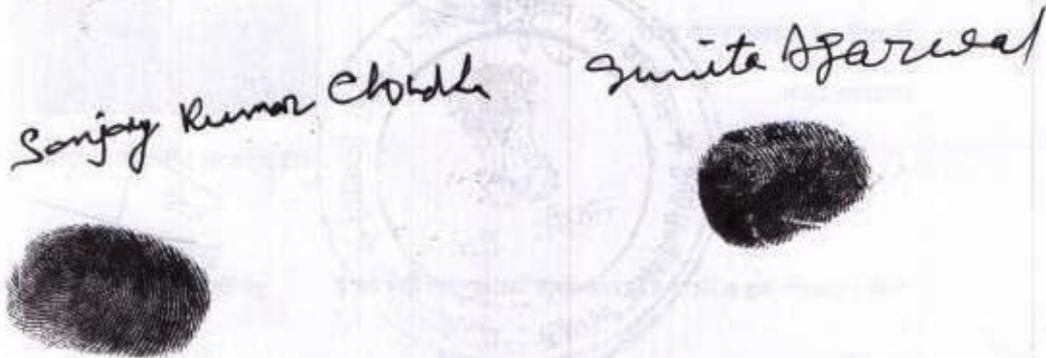
- 2- Balaji Marketing (PAN-ABQFS0370J) registered under partnership Act 1932 having registered office at 1581/1, Sood Colony, Jhansi U.P. 284001 having authorized signatory namely Sunita Agarwal, partner (w/o Mr. Anand Agarwal) residing at 1581/1, Sood Colony, Jhansi U.P. 284001
(Aadhar No:915021898716)

AND

- 3- SRJ Housing LLP (PAN-AEGFS3193C) registered under Limited Liability Partnership Act 2008 having registered office at 1st Floor, Mayur Apartment, near V Mart, Jhansi U.P. 284001 having authorized signatory namely Sanjay Kumar Choudha, designated partner (S/o Late. Gopi Kisan Choudha residing at 2nd Floor, Ganesh Apartment, Jhansi U.P. 284001
(Aadhar No:826052171314)

AND WHEREAS the **PARTIES** named above seized and possessed to all that pieces or parcel of plots situated at Mauza-Barata Jhansi for Map Sanctioned by JDA dated 23.02.2023 by Permit No. JDA/LD/22-23/0214

Sanjay Kumar Choudha *Sunita Agarwal*

The image shows two fingerprints, one on the left and one on the right, positioned below the handwritten signatures. In the background, there is a faint circular stamp, likely an official seal, which is partially obscured by the signatures and fingerprints.

निष्पादन लेखपत्र बाद सुनने व समझने मजमुन व प्राप्त धनराशि क प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री कृष्णा आनंदम के द्वारा संजय कुमार चौदहा, पुत्र श्री स्व गोपी किशन चौदहा

निवासी: द्वितीय तल गणेश अपार्टमेंट झांसी

व्यवसाय: अन्य

प्रथम पक्ष: 2 *Sanjay Kumar Choudha*



श्रीमती बालाजी मार्केटिंग के द्वारा सुनीता अग्रवाल, पत्नी श्री आनन्द अग्रवाल

निवासी: 1581/1 सूद कालोनी झांसी

व्यवसाय: अन्य

प्रथम पक्ष: 3

Sunita Agarwal



श्री एस आर जे हाऊसिंग एल एल पी के द्वारा संजय कुमार चौदहा, पुत्र श्री स्व गोपी किशन चौदहा

निवासी: द्वितीय तल गणेश अपार्टमेंट झांसी

व्यवसाय: अन्य

प्रथम पक्ष: 4 *Sanjay Kumar Choudha*



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री दीपक कुशवाहा, पुत्र श्री सुरेश कुशवाहा

निवासी: 180 ग्वालियर रोड कुंजबिहारी मंदिर के पास सिविल लाईन झांसी

व्यवसाय: अन्य

पहचानकर्ता : 2

दीपक कुशवाहा



श्री शुभम खरे, पुत्र श्री प्रदीप कुमार खरे

निवासी: खरे मोहल्ला रकसा झांसी

व्यवसाय: अन्य

ने की। प्रत्यक्षतः भद्र साक्षियों के बिशान अंगूठे नियमानुसार लिए गए है।

टिप्पणी :



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र

उप निबंधक : सदर प्रथम

झांसी

26/07/2023

अरुण कुमार यादव

निबंधक लिपिक झांसी

26/07/2023

Balaji Marketing, SRJ Housing LLP have collectively pooled its own land to develop and construct the project under name & style M/s Krishna Anandam AOP

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

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 Members in accordance with this MOU.
- 1.3 MOU (Memorandum of Understanding) means legal documents describing the germs and responsibilities.
- 1.4 Promoter means M/s SRJ Housing LLP & M/s Balaji Marketing for all phases of the project "Krishna Anandam",
- 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, whether incorporated or not or any other organization or entity including any government or political sub division ministry, department of agency thereof. The headings and sub headings are inserted for convenience only and shall not affect the construction and interpretation of this MOU. References to the word include and including 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 Krishna Anandam AOP as Developer and lead member.

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 member shall prepare and submit a Proposal, design, Develop, Finance, construct, Operate and maintain the said Project.

4. Shareholding Basis in Consortium

- 4.1 M/s Krishna Anandam AOP shall act as lead member in the Consortium.
- 4.2 The Shareholding of the member of the Consortium shall be mutually decided later on.

Sanjay Kumar Chaudhary

Sumita Agarwal





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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 or Properties and to set out further and obligation of the Members supplementing but 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 Krishna Anandam AOP 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.
- 8.2 The Representations and declaration made by the lead Member shall be made in accordance with the commendable understanding with the other member to be legally binding on all of its obligation under the MOU and of the Development.

Sanjay Kumar Choudhary



Smriti Agarwal



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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 favor of the prospective purchasers. The SECOND and THIRD member 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 (For e.g RERA, JDA Nagar Nigam, Pollution Fire, GST, Income Tax Etc) Non Govt, department and execution of the sale deed in favor 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 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 party 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 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 suppliers labor including all

Sanjay Kumar Choudhary *Smriti Agarwal*



compliances related to labor laws, claims of purchasers, agents, financiers 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, second and third 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 then in the project as its capital contribution. The owner, second and third has otherwise on 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 in to 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 contains herein shall constitute or construe to be an agency of partnership of 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 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 or delivery in the case of service by delivery in person of by registered post or courier at the given address

Sanjay Kumar Choudhary



Sanita Agarwal





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14. **Arbitration**

- 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 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 reverts of force majeure which without any limitation include war, the members of the Consortium MOU under take 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 of developer to Owner, then the owner ceases 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 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 principal of conflict of laws there under.

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

- 1- Signed, Sealed and delivered by
For M/S Krishna Anandam AOP
- 2- Signed, Sealed and delivered by
For M/S SRJ Housing LLP

Sanjay Kumar Choudhary

Smriti Agarwal





DRAFTED BY : SANJAY KUMAR CHOUDHA'

Sanjay Kumar Choudha'

3- Signed, Sealed and delivered by
For M/S Balaji Marketing

Witness: 1 *Sanjay Kumar Choudha'*

1. Signature... *[Signature]*

Smita Agarwal

2. Name: DEEPAK KUSHWAHA S/O SURESH KUSHWAHA

3. Address: 180, GWALIOR ROAD, CIVIL LINE JHANSI.

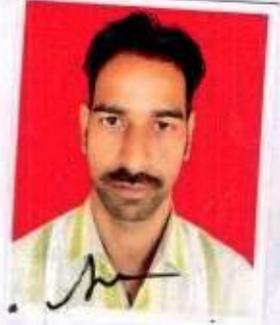
Witness: 2

1. Signature... *[Signature]*



2. Name: SHUBHAM KHARE S/O PRADEEP KUMAR KHARE

3. Address: KHARE MOHALLA, RAKSA JHANSI.



प्रिंट करें

आवेदन सं०: 202300860020447

बही संख्या 4 जिल्द संख्या 130 के पृष्ठ 137 से 154 तक क्रमांक 165 पर दिनांक 26/07/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुभाष चन्द्र

उप निबंधक : सदर प्रथम

झांसी

26/07/2023

