

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम मुरादाबाद क्रम 2023264033302

आवेदन संख्या : 202300719044178

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-10-25 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम नवनीत प्रताप सिंह

लेख का प्रकार भागीदारी विलेख

प्रतिफल की धनराशि 100 / 0.00

1. रजिस्ट्रीकरण शुल्क 500
2. प्रतिलिपिकरण शुल्क 60
3. निरीक्षण या तलाश शुल्क
4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 560

शुल्क वसूल करने का दिनांक

2023-10-25 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

उप निबन्धक प्रथम

प्रमाण पत्र वापस करने के लिए तैयार होगा

2023-10-25 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

A20/23

IV

RD 0007468183

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.





470/23

INDIA NON JUDICIAL



Government of Uttar Pradesh

IN-UP43461933385496V

e-Stamp



Certificate No.	: IN-UP43461933385496V
Certificate Issued Date	: 16-Oct-2023 12:06 PM
Account Reference	: NEWIMPACC (SV)/ up14152404/ MURADABAD SADAR/ UP-MRD
Unique Doc. Reference	: SUBIN-UPUP1415240482568004777642V
Purchased by	: PRAMOD KUMAR AGARWAL SO KRISHNA KUMAR AGARWAL
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PROPERTY AT MANGUPURA TEH AND DISTT MORADABAD
Consideration Price (Rs.)	:
First Party	: NAVTAP BUILDERS PRIVATE LTD
Second Party	: PRAMOD KUMAR AGARWAL SO KRISHNA KUMAR AGARWAL
Stamp Duty Paid By	: PRAMOD KUMAR AGARWAL SO KRISHNA KUMAR AGARWAL
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)

1,000₹1,000₹1,000₹1,000

सत्यमेव जयते

₹1,000



[Signature]

VERIFIED BY



Please write or type below this line

LOCKED BY

[Signature]



[Signature]



RD 0007468183

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.

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VERIFIED



000748183



NAVNEET PRATAP SINGH
 L.L.M., M.B.A. Advocate
 Enroll. No. D/3651/09
 Mobile No. : 8449890305
 Ch. No. A-32, D.C.F. Market
 Civil Court Compound Moradabad



PRAMOD KUMAR AGARWAL
 L.L.M., M.B.A. Advocate
 Enroll. No. D/3651/09
 Mobile No. : 8449890305
 Ch. No. A-32, D.C.F. Market
 Civil Court Compound Moradabad

CONSORTIUM AGREEMENT

This Consortium agreement (in Short "Agreement") is entered on 16th day of Oct 2023


Between

NAV TAP BUILDERS PRIVATE LIMITED, a Company registered under the Companies Act, 2013 having its Registered Office at 1st FLOOR, ABOVE KRISHNA TRANSPORT CO, DEHRI VILLAGE BYPASS PEETAL BASTI, NEAR RAILWAY CROSSING, MORADABAD-244001 being represented by its Director/authorized signatory Mr. Navneet Pratap Singh Hereinafter referred (Hereinafter called "**Lead Member**") (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part;

And

Mr. Pramod Kumar Agarwal S/o Late Mr Krishna Kumar Agarwal R/o C-91 Ram Ganga Vihar, Phase-2 Moradabad -244001 (Hereafter referred to as the "**Consortium Member**") (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Second Part;

NOW THEREFORE, in consideration of the mutual covenants, the members hereby agree as follows:









1. Definitions and interpretations

Definitions

- (a) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- (b) 'Consortium', means the Consortium formed between the Members in accordance with this Agreement;
- (c) "Competent Authorities" means all or any one of followings viz UP RERA authority , Development authority, Government department or agency under law.
- (d) "Members' means all member including Lead Member which have agreed to form a Consortium in connection with the Project ;
- (e) "RERA Act" means the Real Estate (Regulation and Development) Act, 2016 read with all rules and regulations made there under and as amended or re-enacted fromtime to time.
- (f) 'Project' means the Navtap regal to be developed at Village Mangupura, tehsil and Dist Moarabad.

Interpretation

- (a) For the purpose of this Agreement, 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 vice-versa.
- (b) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (c) Any word or phrase defined in the body of this Agreement as opposed to being defined in the definition section above shall have the meaning assigned to it in such definition throughout this Agreement, unless the



contrary is expressly stated or the contrary clearly appears from the context.

2. Purpose of Consortium Agreement

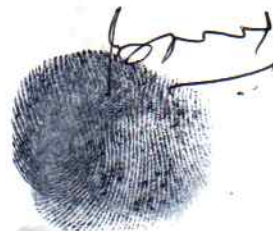
- (a) The Agreement is being executed to achieve a common purpose of development of a real estate project (REP) wherein both the Parties pool their resources and expertise for achievement of common purpose.
- (b) The present Agreement is being executed to fix and specify the broad roles and responsibilities of the Members towards the execution of the Project including preparation of Detailed Project Report, securing of clearances, execution of development and construction works, maintenance of services and management and disposal of units and to set out further rights and obligations of the Members.
- (c) Each Party i.e. Member is responsible for their own defined scope of responsibilities as an Independent Contractor as has been agreed and detailed out in later part of this Agreement

3. Duration

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

4. Role and Obligations of Members

- a) Each member is an independent constituent to consortium and agrees to undertake and represent to each other that they shall abide by the terms and conditions of this Agreement.
- b) Specific role of Member and Lead Member is given under Schedule -I of this Agreement.
- c) The members shall ensure that subject to provisions of RERA Act, all required three bank accounts viz. RERA Collection account (100%), RERA Designated Bank account (70%) and Expense account (30%) in relation to





the Project shall be opened in the name of the Lead Member. These Bank accounts shall be operated by the representative of the Lead Member.

- d) For delivery of services under this Agreement, the members may execute separate agreement/ documents subsequently to further enforce role and responsibilities under this Agreement.

5. Role and Obligations of Member i.e. Mr. Pramod Kumar Agarwal.

- a) Member undertake to provide Subject land along with required approvals for development of Project.

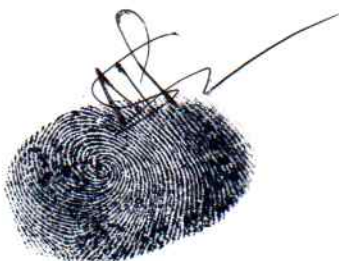
6. Role and Obligation of Lead Member i.e. **NAV TAP BUILDERS PRIVATE LIMITED**

6.1 Lead Member undertake to do following:

- a) To carry out and development and completion of Project at its entire costs.
- b) To perform the Rights in strict adherence to the terms of this Agreement and in compliance with the applicable Laws including but not limiting to statutory liability such as GST and Income Tax arising from the development of the project;
- c) To apply to UP RERA Authority for registration of the Project, in accordance with provisions of RERA Act. Further Lead member shall bear all expenses and take care of all formalities for applying to UP RERA Authority for the purpose given under this Agreement.
- d) Shall act as single point of contact for implementation of Project.
- e) To make all compliance as may be required under RERA Act or other real estate or construction related laws applicable on the Project.

7. CONFIDENTIALITY

Each Member shall keep confidential all information of the confidential nature concerning to this Agreement, unless such disclosure is required (a) to its employees, agents or other person on strictly on need to know basis (b) when it is so demanded or required by the competent authorities or courts





(c) with the consent of members.

8. Assignment:

Any member shall not be permitted to assign its rights, obligations and interest under this Agreement to any third party without obtaining prior written permission of all members.

9. LIABILITY

(A) towards Third Parties

Lead Member shall be solely liable for all claims of third parties, including but not limited to claims of all contractors, suppliers, labour, competent authorities etc. in relation to carrying on development/ Construction of the Project on the Subject Plot.

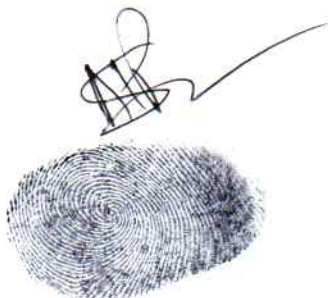
(B) Towards other member of the Consortium

Each member of the consortium shall independently responsible to take decision for executing its part of work through its own resources and also bear the risk associated with it, as per role and responsibility mentioned in attached Schedule-I. A member shall not interfere / control work , which are in the scope of other member. However a member can give its suggestion/ feedback for the purpose of improving the efficiency of work in the scope of other member.

10. Representations and warranties

10.1 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 Agreement and to perform their obligations under this Agreement
- (b) This Agreement constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof.

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- (c) Each of the representations and warranties shall be construed as a separate representation, warranty 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

11. Mutual Co-operation

Each member agree to extend co-operation and provide all necessary assistance from time to time for the purpose of carrying out the transactions contemplated under this Agreement.

12. Arbitration

- (a) 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.
- (b) 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 appoint one Arbitrator with mutual consent and comply with the awards resulting from arbitration. The place of arbitration shall be Moradabad.

13. 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 this Agreement undertake to consult each other

14. Miscellaneous

- (a) This Agreement supersedes all prior discussions, memorandum of understanding and agreements if any, between the Members with respect to the subject matter of this Agreement.
- (b) This Agreement shall be governed in accordance with the laws of India.

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भागीदारी विलेख

बही सं०: 4

रजिस्ट्रेशन सं०: 470

वर्ष: 2023

प्रतिफल- 100 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 60 योग : 560

श्री नवतप बिल्डर्स प्रा० लि० द्वारा
नवनीत प्रताप सिंह अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री रविन्द्र पाल सिंह
व्यवसाय : व्यापार
निवासी: इन्द्रा कॉलोनी दीक्षित पब्लिक स्कूल के पास मुरादाबाद - 244001
(30प्र०)



श्री, नवतप बिल्डर्स प्रा० लि० द्वारा

नवनीत प्रताप सिंह अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
25/10/2023 एवं 10:42:52 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जय प्रकाश .
उप निबंधक :सदर प्रथम
मुरादाबाद
25/10/2023

कल्पित कुमार .
निबंधक लिपिक
25/10/2023

प्रिंट करें



IN WITNESS WHEREOF the Members hereto have executed this Agreement the day and year first hereinabove written.

For NAVTAP BUILDERS PRIVATE LIMITED, ("Lead Member")

Mr. Navneet Pratap Singh



Mr. Pramod Kumar Agarwal ("Consortium Member")



WITNESSES:

1. Mr. Mohd Rashid Ali

S/o Mr. Gama Hussain
R/o Chakkar Ki Milak
Near Old RTO Office
Moradabad U.P -244001





2. Mr. Vikas Agarwar

S/o Mr. Kishan Kumar Agarwal
R/o New Shankar Nagar Deputy Shiv Mandir Ke
Pass Moradabad U.P - 244001



DRAFTED BY: Mr. Mohit Kumar Yadav, Advocate on 16-10-2023


MOHIT KUMAR YADAV
L.L.M., M.B.A. Advocate
Enroll. No. D/3651/09
Mobile No. : 8449890309
Ch. No. A-32, D.C.F. Market
Civil Court Compound Moradabad

बही सं०: 4

रजिस्ट्रेशन सं०: 470

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त भागीदार: 1

श्री नवतप बिल्डर्स प्रा0 लि0 के द्वारा नवनीत प्रताप सिंह, पुत्र श्री रविन्द्र पाल सिंह
निवासी: इन्द्रा कॉलोनी दीक्षित पब्लिक स्कूल के पास
मुरादाबाद - 244001 (उ0प्र0)

व्यवसाय: व्यापार

भागीदार: 2



श्री प्रमोद कुमार अग्रवाल, पुत्र श्री कृष्ण कुमार अग्रवाल

निवासी: मिड नगर क्लब के पास सी-91, राम गंगा
विहार फेस-2, मुरादाबाद - 244001 (उ0प्र0)

व्यवसाय: डाक्टर



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता : 1

श्री मौ0 राशिद अली, पुत्र श्री गामा हुसैन

निवासी: चक्कर की मिलक निकट पुराना आर टी ओ
ऑफिस मुरादाबाद - 244001 (उ0प्र0)

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री विकास अग्रवाल, पुत्र श्री कृष्णा कुमार अग्रवाल

निवासी: न्यू शंकर नगर डिप्टी गंज शिव मंदिर के पास
मुरादाबाद - 244001 (उ0प्र0)

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जय प्रकाश .

उप निबंधक : सदर प्रथम

मुरादाबाद

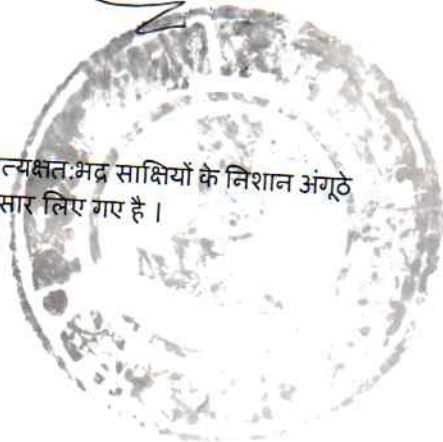
25/10/2023

कल्पित कुमार .

निबंधक लिपिक मुरादाबाद

25/10/2023

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

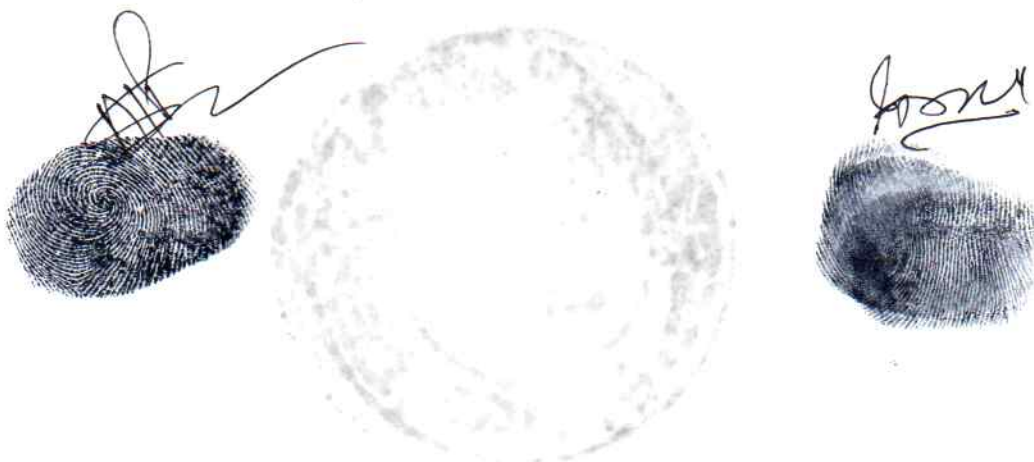


प्रिंट करें

Schedule -I

Roles and Responsibilities of Each Individual Member of the Consortium.

S.N.	Name of Member/ Type of Member	Role and Responsibility
1	Mr. Pramod Kumar Agarwal (Member)	Providing of Subject land along with approval for development of the Project
2	NAVTAP BUILDERS PRIVATE LIMITED (LeadMember)	Responsible for the construction, development of the Project and ensuring all compliances in relation to Project. All statutory compliances and liability relating to development of project such as RERA, GST arising from the Project,etc.



Handwritten signature and two fingerprints.

आवेदन सं०: 202300719044178

बही संख्या 4 जिल्द संख्या 705 के पृष्ठ 283 से 302 तक
क्रमांक 470 पर दिनांक 25/10/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


जय प्रकाश .

उप निबंधक : सदर प्रथम

मुरादाबाद

25/10/2023

प्रिंट करें

