

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय मुरादाबाद क्रम 2023265013597

आवेदन संख्या : 202300719022160

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-06-03 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम नवनीत प्रताप सिंह

लेख का प्रकार भागीदारी विलेख

प्रतिकल की धनराशि 100 / 0.00

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण या तलाश शुल्क

4. मुज्दार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भता

1 से 6 तक का योग 160

शुल्क वसूल करने का दिनांक 2023-06-03 00:00:00

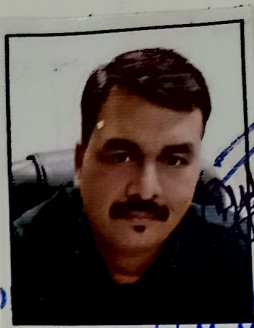
दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-06-03 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक द्वितीय
मुरादाबाद

IN 350/23



MC ... TADAV
LL.M., M.B.A.

Enroll.No.D/3651/09
Mobile No.:8449890309
Ch.No.A-32, D.C.F Market
Civil Court Compound, Moradabad.



MC ... TADAV
LL.M., M.B.A.

Enroll.No.D/3651/09
Mobile No.:8449890309
C.F Market
Civil Court Compound, Moradabad.

CONSORTIUM AGREEMENT

This Consortium agreement (in Short "Agreement") is entered on 22th day of May 2023

Between

NAVTAP 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;

The Lead member and the Consortium Member herein after shall collectively be referred to as "Parties"

WHEREAS

- A. The Consortium member intends to develop a residential and commercial project named as "Navtap Regal" at Village Mangupura, tehsil and Dist Moaradabad (hereinafter referred as project) in accordance with the policy framed by the concerned authority.
- B. The parties have joined hands in the form of consortium to provide the financial, technical , managerial and other services for the project on the following terms and conditions :-

IT IS HEREBY AGREED, CONFIRMED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

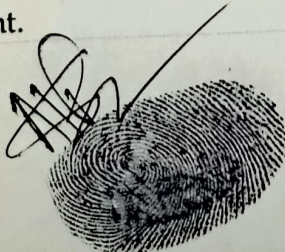
1. Lead Member:

The Consortium members have mutually decided to appoint Navtap Builders Pvt Ltd, as a private developer and as a Lead member and further Navtap Builders Pvt Ltd has voluntarily agreed to act as a private developer.

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

2.1 The present Agreement specifies the rights and duties of the Parties for execution of the Project including but not limited to land assembly, preparation of detailed project report, securing clearances/approvals, execution and completion of development works/construction works, maintenance of services and till the project is ready for sale as per law, management and disposal of properties and to set out further rights and obligation of the Parties supplementing but not conflicting with those present in this Agreement.

2.2 The Lead Member shall be absolutely authorized by the Consortium Member to make representation and declarations on their behalf before concern authorities for carrying out development and completion of the Project. However any fraudulent act / omission or any act / omission beyond the scope of this project shall not be construed as an act/ omission of consortium members. The consortium member shall not be liable either personally jointly or severally for any fraudulent act / omission beyond the act of this agreement.



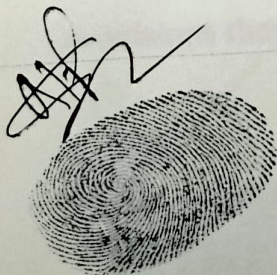
- 2.3 The Lead Member shall be responsible to obtain all permissions, no-objections and sanctions of layout plans, revised layout plans required for development and completion of the Project as well as building plans/ revised building plans for construction from appropriate authority without delay.
- 2.4 The Lead Member shall deal with all government authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement and completion of the Project
- 2.5 The Lead Member shall be responsible to make payment for all the fees before the concern authority, charges, costs, stamp duty, registration charges of various deeds and expenses incurred in connection with the development, marketing and construction of the Project.
- 2.6 The consortium member shall not hereafter during the subsistence of this agreement transfer, sell, assign their right or interest in the said property to any other persons other than the individual customers who shall be nominated/entitled by the lead member. Further The consortium member shall execute , Sale deed, a conveyance/lease/agreement/arrangement in favor of individual purchasers. The list of the customers shall be provided and confirmed by the lead member in whose favour the sale deed shall be executed.
- 2.6 Parties shall make reasonable efforts to perform and fulfill promptly, actively and on time, all of its obligations under this Agreement.

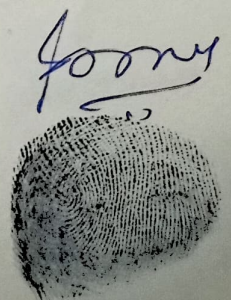
3. PROJECT MANAGEMENT STRUCTURE:

3.1 The Lead Member shall act as a Private Developer. It is clarified that no land is being transferred by this Consortium Agreement.

4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:

4.1 All cost/expenses/fee/charges relating to the Project except the title deed related expenses shall be borne by the Lead Member

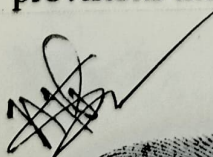

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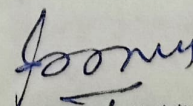

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5. GENERAL TERMS AND CONDITIONS

5.1 MISC

- a) The Lead Member shall be absolutely entitled to (i) decide the method and/or manner of carrying out development/construction and completion of the Project or matters incidental thereto and (ii) to dispose of the properties of the Project on such price, terms and condition as it deem fit and proper.
- b) The Consortium Members shall sign all documents as may be required by the Lead Member from time to time without any undue / unreasonable objection thereby authorizing Lead Member to (i) develop/construct and complete the Project. (ii) receive sale consideration etc thereon and (ii) handover the Project to the association of allottee/s of the Project and/or concerned authorities as the case may be.
- c) The Consortium Members hereby agrees and undertakes to indemnify and hold harmless the Lead Member and its directors officers, and employees from and against and pay and make good the monetary value of. any and all losses incurred or suffered by Lead Member directly arising out of, relating to or resulting from
- I) breach of any representations and warranties contained in the Agreement: or
 - II) a breach of any provision of this Agreement
 - III) Any provision of this Agreement, which is invalid or unenforceable shall be ineffective to the extent of such invalidity Or unenforceability, without affecting in any way the remaining provisions thereof.

IV) In case of any change in the Consortium Members of the consortium an amended Consortium Agreement shall be submitted to the authority by the Lead Member.

V) The Parties hereby understand and agree that each Party shall be individually liable to meet out their obligations pertaining to the taxes as may be attracted on the present understanding.

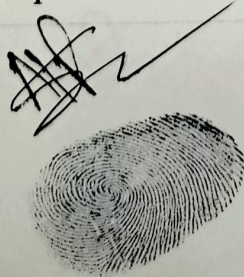
5.2 GOVERNING LAW: This Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Agreement and the said laws the later shall prevail.

5.3 FORCE MAJEUR: None of the Parties shall be held in default in the performance of the obligation under this Agreement in such circumstances of force majeure, that is to say circumstances shall include, but not limited to war, civil commotion, riots, Act of God, reason beyond control & pandemic.

5.4 SETTLEMENT OF DISPUTES: All Parties agree to settle amicably all disputes arising out of or concerning this Agreement. In the event of the Parties failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the sole arbitrator to be decided mutually. Whose decision shall be binding.

5.5 WAIVER: The waiver of any Party of any breach of any terms of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be waiver of the subsequent breach.

5.6 TOTALITY: This Agreement embodies the entire understanding of the members and there are no promises. Terms, conditions or obligations oral or written, expressed or implied other than those contained herein, and



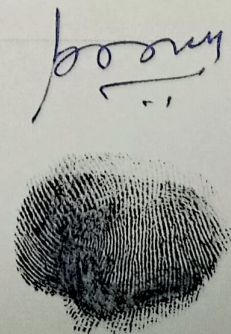
variation modification or alteration of any of the provisions of this Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Agreement. This Agreement also supersedes all previous communications and other agreement between the Parties for the Project. The Agreement shall be valid and enforceable till the completion of the Project

5.7 CONFIDENTIALITY: All members shall be under obligation not to disclose any information of terms of this Agreement to any third party. All documents and information exchanged between the Parties for the purpose of Project shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the concern Development Authority & Government of Uttar Pradesh.

5.8 NOTICES: Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Agreement

5.9 MODIFICATION AMENDMENT: The terms and conditions of this Agreement may be modified as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the Parties.

5. 10 DURATION OF CONSORTIUM AGREEMENT: This Agreement shall stand concluded upon completion of the Project and handing over of the same to the to the association of allottee/s of the Project and/or concerned authorities, as the case may be

A handwritten signature in black ink is written over a circular fingerprint impression.A handwritten signature in black ink is written over a circular fingerprint impression.

आवेदन सं०: 202300719022160

भागीदारी विलेख

बही सं०: 4

रजिस्ट्रेशन सं०: 300

वर्ष: 2023

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

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 (उ०प्र०)



श्री, नवतप बिल्डर्स प्रा० लि० द्वारा

नवनीत प्रताप सिंह अधिकृत
पदाधिकारी/ प्रतिनिधि

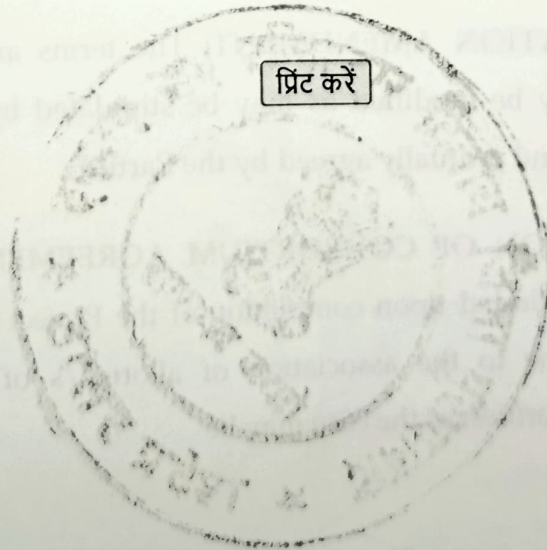
ने यह लेखपत्र इस कार्यालय में दिनांक 03/06/2023
एवं 11:27:59 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनिल कुमार प्र०

उप निबंधक : सदर द्वितीय
मुरादाबाद
03/06/2023

अपूर्व सक्सेना सदर द्वितीय
निबंधक लिपिक
03/06/2023



प्रिंट करें

5.11 LIABILITY: The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of its/his/her part under the terms and conditions of this Agreement.



Joona



आवेदन सं०: 202300719022160

बही सं०: 4

रजिस्ट्रेशन सं०: 300

वर्ष: 2023

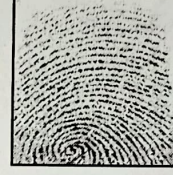
निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

भागीदार: 1

श्री नवतप बिल्डर्स प्रा० लि० के द्वारा नवनीत प्रताप सिंह, पुत्र
श्री रविन्द्र पाल सिंहनिवासी: इन्द्रा कॉलोनी दीक्षित पब्लिक स्कूल के पास
मुरादाबाद - 244001 (उ०प्र०)

व्यवसाय: व्यापार

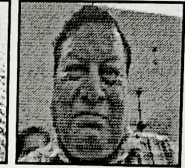
भागीदार: 2



श्री प्रमोद कुमार अग्रवाल, पुत्र श्री कृष्ण कुमार अग्रवाल

निवासी: मिड नगर क्लब के पास सी-91, राम गंगा विहार
फेस-2, मुरादाबाद - 244001 (उ०प्र०)

व्यवसाय: डाक्टर



ने निष्पादन स्वीकार किया। जिनकी पहचान

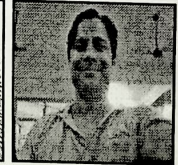
पहचानकर्ता : 1

श्री मौ० राशिद अली, पुत्र श्री गामा हुसैन

निवासी: चक्कर की मिलक निकट पुराना आर टी ओ ऑफिस
मुरादाबाद - 244001 (उ०प्र०)

व्यवसाय: वकालत

पहचानकर्ता : 2



श्री विकास अग्रवाल, पुत्र श्री कृष्णा कुमार अग्रवाल

निवासी: न्यू शंकर नगर डिटी गंज शिव मंदिर के पास
मुरादाबाद - 244001 (उ०प्र०)

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनिल कुमार प्र०

उप निबंधक : सदर द्वितीय

मुरादाबाद

03/06/2023

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

टिप्पणी :

अपूर्व सक्सेना सदर द्वितीय

निबंधक लिपिक मुरादाबाद

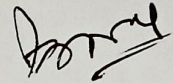
03/06/2023

प्रिंट करें

IN THE WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THEIR PRESENCE ON THE DATE MENTIONED ABOVE THE PHOTOS OF THE PARTIES ATTESTED ON THE IDENTIFICATION OF WITNESS BY MOHIT KUMAR YADAV, ADVOCATE.



Lead Member

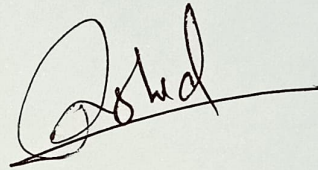


Consortium Member

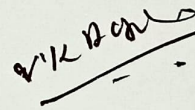


WITNESS:

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

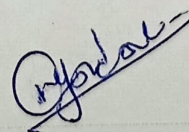


MOHIT KUMAR YADAV
L.L.M., M.B.A. Advc

Enrol. No. 1449890308
Ch. No. A-32, D.C. Market
Civil Court Compound



DRAFTED BY: Mr. Mohit Kumar Yadav , Advocate on 22-05-2023



आवेदन सं०: 202300719022160

बही संख्या 4 जिल्द संख्या 398 के पृष्ठ 41 से 58 तक क्रमांक 300 पर
दिनांक 03/06/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनिल कुमार प्र०
उप निबंधक : सदर द्वितीय
मुरादाबाद
03/06/2023

प्रिंट करें

