

CONSORTIUM AGREEMENT

This Consortium Agreement (hereinafter referred to as the "This Agreement") is made and entered on 9th day of October, 2023 by and between:

M/s. Jainco Developers Pvt. Ltd. (PAN NO. AABCJ6893J) a Company duly incorporated and registered under the provisions of the Companies Act, 1956 having its registered office situated at at Shop No. G-2, Ground Floor, Plot No.5, Sikka Complex, Preet Vihar, Community Centre, Delhi-110092 represented by its Aurhorised namely Sh. Ran Singh Shekhawat S/o Sh. Bihari Singh Shekhawat having Adhaar no. 4148-0926-5008 duly authorized by Board resolution dated 22-09-23, hereinafter referred to as "**Member**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in business and permitted assigns.

AND

M/s Gulshan Homz Private Ltd, (Pan No. AABCG5922F) a Company incorporated under the Companies Act, 1956, having its registered office at Flat no. 7, 3rd Floor, Plot No. 4, Dayanad Vihar, Delhi-110092 and its principal place of business at Gulshan One29, 7th Floor, Plot no. C3-E1, Sector 129, Noida, U.P. through its Authorised Signatory Sh. Yogesh Bothra S/o Sh. Kamal Chand Bothra having Adhaar No. 360161920426 duly authorized by Board Resolution dated 22.09.2023, hereinafter referred to as "**Lead Member**", which expression shall unless repugnant to the context or meaning thereof include its administrators, executors and permitted assigns;

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

1. Definitions and interpretations

1.1 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) 'Lead Member' means the member of the Consortium who holds minimum 26% share in the Consortium.
- (e) "Members' means all member including Lead Member which have agreed to form a Consortium in connection with the Project ;
- (f) "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 from time to time.

For Jainco Developers Pvt. Ltd.


Authorized Signatory



For Gulshan Homz Pvt. Ltd.


Authorized Signatory



- (g) 'Project' means the proposed Group housing project to be built on the Subject Plot.
- (h) 'Subject Plot' means Land situated at plot No.G.H.-10, Sector-04, New Moradabad, District Moradabad, Uttar Pradesh.

1.2 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) This 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) This 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.

For Jainco Developers Pvt. Ltd.

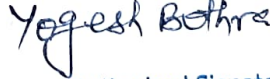

Authorized Signatory



K.C. Bhatnagar (Adv.)
Reg. No. 1864/84, D.J. No. K-79,
COP No.013483, Ch. No.414
Court Compound, Moradabad
Mob. -9837604545



For Gulshan Homz Pvt. Ltd.


Authorized Signatory



Yogesh Bhatra
Reg. No. 1864/84, D.J. No. K-79,
COP No.013483, Ch. No.414



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 Separate Bank account (70%) and Transaction 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. Jainco Developers Pvt. Ltd.

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

6. Role and Obligation of Lead Member i.e. Gulshan Homz Pvt. Ltd.

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

For Jainco Developers Pvt. Ltd

Authorized Signatory



For Gulshan Homz Pvt. Ltd.

Authorized Signatory



,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.
- (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.

For Jainco Developers Pvt. Ltd

Authorized Signatory



For Gulshan Homz Pvt. Ltd.

Yogesh Bothra

Authorized Signatory



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.
- (c) All costs of stamping and registration of this Agreement (if required) shall be paid and borne by Lead Member.

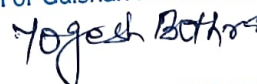
EXECUTION PAGE FOLLOWS

For Jainco Developers Pvt. Ltd


Authorized Signatory



For Gulshan Homz Pvt. Ltd.


Authorised Signatory



IN WITNESS WHEREOF
year first hereinafter
For Jainco Dr.

आवेदन सं०: 202300719042208

भागीदारी विलेख

बही सं०: 4

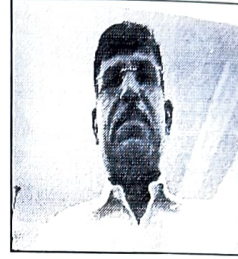
रजिस्ट्रेशन सं०: 449

वर्ष: 2023

प्रतिफल- 100000 स्टाम्प शुल्क- 10000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 1000 प्रतिलिपिकरण शुल्क - 60 योग : 1060

श्री जैनको डवलपर्स प्राईवेट लिमिटेड द्वारा
रण सिंह शेखावत अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री बिहारी सिंह शेखावत
व्यवसाय : अन्य
निवासी: एम० 503 होमन्स 121 सेक्टर 121 नोएडा

Ran Singh



श्री, जैनको डवलपर्स प्राईवेट लिमिटेड द्वारा

रण सिंह शेखावत अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 09/10/2023 एवं
12:01:08 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Jay Prakash

उप निबंधक :सदर प्रथम

मुरादाबाद

09/10/2023

Ramvir Singh Yadav

रामवीर सिंह यादव

निबंधक लिपिक

09/10/2023

प्रिंट करें



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

For Jainco Developers Pvt. Ltd. ("Member")

For Jainco Developers Pvt. Ltd.

(Authorised Signatory)
Name : 

For Gulshan Homez Pvt. Ltd. ("Lead Member")



Authorised Signatory
(Authorised Signatory)
Name :

WITNESSES :

1. TANAY AYDE
S/o. S. R. AYDE
Add:- 5/828, Vaishali,
Ghaziabad. U.P.

2.

आवेदन सं०: 202300719042208

बही सं०: 4

रजिस्ट्रेशन सं०: 449

वर्ष: 2023

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

भागीदार: 1

श्री जैनको डवलपर्स प्राईवेट लिमिटेड के द्वारा रण सिंह शेखावत,
पुत्र श्री बिहारी सिंह शेखावत

निवासी: एम० 503 होमन्स 121 सेक्टर 121 नोएडा

व्यवसाय: अन्य

भागीदार: 2

Rungha



श्री गुलशन होमस प्राईवेट लिमिटेड के द्वारा योगेश बोधरा, पुत्र श्री
कमल बोधरा

निवासी: फ्लेट नं० 7 तृतीय तल प्लाट नं० 4 दयानन्द विहार
दिल्ली

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

Yogesh Boddhars



श्री तनय आयडे, पुत्र श्री शिवाजी राय आयडे

निवासी: 5/528 बैशाली गाजियाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2

Tanay Ayde



श्री सर्वेश कुमार, पुत्र श्री छोटे लाल

निवासी: चेम्बर नम्बर 414 कोर्ट कम्पाउन्ड मुरादाबाद

व्यवसाय: अन्य

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

टिप्पणी:



प्रिंट करें



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Jyoti Prakash

उप निबंधक : सदर प्रथम

मुरादाबाद

09/10/2023

Ramvir Singh Yadav

निबंधक लिपिक मुरादाबाद

09/10/2023


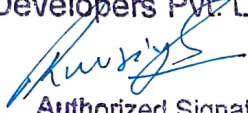
Schedule - I
Roles and Responsibilities of
S.N. Name of Member
1
2

Schedule -I

Roles and Responsibilities of Each Individual Member of the Consortium.

S.N.	Name of Member / Type of Member	Role and Responsibility
1	Jainco Developers Pvt. Ltd. (Member)	Providing of Subject Plot along with approval for development of the Project
2	Gulshan Homz Pvt. Ltd. (Lead Member)	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.

For Jainco Developers Pvt. Ltd

Authorized Signatory

For Gulshan Homz Pvt. Ltd.




Authorized Signatory

Tanay Ayde
1. TANAY AYDE.
S/O. S.R. AYDE.
Add:- 5/828, Vaishali,
Ghaziabad, U.P.

Bomer.
2. Sarvesh Kumar
R/o Mr. Chhote Lal.
R/o Ch.No. 414
Court Compound,
Moradabad



K.C. Bhatnagar (Adv.)
Reg. No. 1004/84, D.J. No. K-79,
COP No.013483, Ch. No.414
Court Compound, Moradabad
Mob. -9837604545

आवेदन सं०: 202300719042208

बही संख्या 4 जिल्द संख्या 704 के पृष्ठ 365 से 384 तक क्रमांक 449 पर दिनांक 09/10/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


जय प्रकश .

उप निबंधक : सदर प्रथम

मुरादाबाद
09/10/2023

प्रिंट करें

