



Reg. No. 9333/10
Jall Road, Kaschori Bareilly



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Jall Road, Kaschori Bareilly



CONSORTIUM AGREEMENT

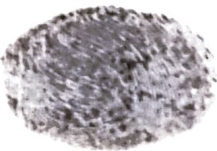
THIS CONSORTIUM AGREEMENT (in short "Agreement") is entered into 21st day of October 2023:

1. **M/S KUNAL PROPERTIES** a Partnership Firm under the Partnership Act, 1932 having its 243122 (herein "Lead Member") having its registered Office at Village Karampur Chaudhary, Nainital Road, Bareilly, 243122 India Site Office Village Karampur Chaudhary, Nainital Road, Bareilly, Bareilly 243122 (U.P.) through its Partner Shri Manmohan Singh Chhabra S/o Late Sri Pritpal Singh having its R/O 30-D/1 Shahadana Colony Model Town near Railway Crossing, Bareilly 243005 (U.P.) which expression shall unless it be repugnant to the context or meaning thereof include its successors, liquidators and assigns of the One Part.

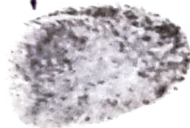
AND

- I. **Smt. Manpreet Kaur W/O Shri Manmohan Singh Chhabra** having its R/O 30-D/1 Shahadana Colony Model Town near Railway Crossing, Bareilly 243005 (U.P.)
- II. **Smt. Satnam Kaur W/O Late Shri Pritpal Singh** having its R/O 30-D/1 Shahadana Colony Model Town near Railway Crossing, Bareilly 243005 (U.P.)

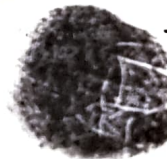
Manpreet Kaur



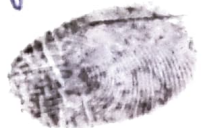
Manpreet Kaur



Satnam Kaur



Manmohan Singh Chhabra



III. **Shri Rajbir Singh Chhabra S/o Shri Mannohan Singh Chhabra** having its R/O 30-D/1 Shahadana Colony Model Town near Railway Crossing, Bareilly 243005 (U.P.)

hereinafter collectively referred to as "**Consortium Members**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest/successors. Legal representatives and permitted assigns. *(The Lead Member and the Consortium Members are hereinafter collectively referred to as "Parties" and individually as "Party")*

WHEREAS

- A. The Consortium Members intend to develop a residential township (**AERO CITY**) (herein **Project**) in accordance with the provisions of policy: framed by the concern authorities (as amended from time to time) in this Regard,
- B. The Parties have agreed to join hands in the form of Consortium to provide the financial, technical, managerial and other services for the Project on the following terms and conditions: -

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:-

In consideration of the mutual covenants of the Parties, the Parties the sufficiency whereof is hereby acknowledged and other good valuable consideration. the Parties have agreed as follows:

1. LEAD MEMBER:

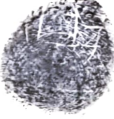
- 1.1. The Consortium Members have mutually decided to appoint M/S Kunal Properties, as a Lead Member.



Manpreet Singh

Satnam

Rajbir Chhabra



आवेदन सं.: 202300787045910

अनुबंध विरोध/घोषणा पत्र

बही सं.: 4

रजिस्ट्रेशन सं.: 611

वर्ष: 2023

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

श्री मेसर्स कुनाल प्रापर्टीज द्वारा
मनमोहन सिंह छावड़ा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व० प्रितपाल सिंह

Man Mohan Singh

व्यवसाय : अन्य

निवासी: 30-डी/1 शाहदाना कॉलोनी मॉडल टाउन निपर रेलवे क्रॉसिंग बरेली

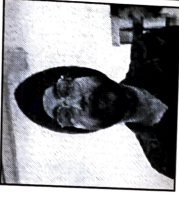
श्री. मेसर्स कुनाल प्रापर्टीज द्वारा

मनमोहन सिंह छावड़ा अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 21/10/2023 एवं

11:30:57 AM बजे

निबंधन हेतु पेश किया।



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

Man Mohan Singh Chavda

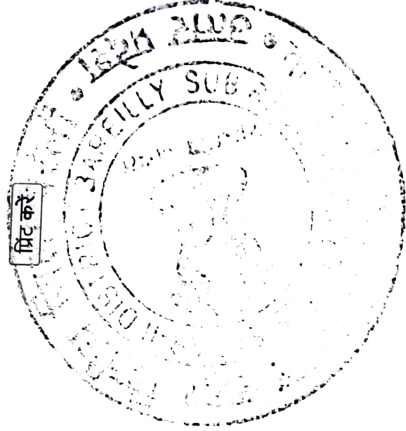
रमेश श्रीवास्तव

उप निबंधक : संदर द्वितीय
बरेली

21/10/2023

रजिस्ट्रेशन/विभा.
निबंधक लिपिक

21/10/2023



2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

2.1. The purpose of this Agreement is to specify the responsibilities of the Parties towards the execution of the Project including land assembly, preparation of detailed project report, securing of clearances/approvals, execution and completion of development works/construction works, maintenance of services and 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 Members to make representation and declarations on their behalf before concern authorities for carrying out development and completion of the Project.

2.3. The Lead Member shall be responsible to obtain form government authorities/department 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.

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 fee, charges, costs and expenses incurred in connection with the development, Marketing and construction of the Project.

2.6. The Parties shall use reasonable efforts to perform and fulfil Promptly. Actively and on time, all of its obligations under this Agreement.

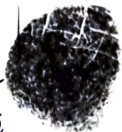

Rajesh Kumar



—  — Manpreet Kaur



—  — Satsyam Kaur




Rajniit Chhabra



आवेदन सं०: 202300787045910

बही सं०: 4

रजिस्ट्रेशन सं०: 611

वर्ष: 2023

निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री भैरवसिंह कुंजाल प्रापर्टीज के द्वारा मनमोहन सिंह छावडा, पुत्र श्री स्व० प्रितपाल सिंह

निवासी: 30-डी/1 शाहदाना कॉलोनी मॉडल टाउन नियर रेलवे क्रासिंग बरेली

व्यवसाय: अन्य

प्रथम पक्ष: 2



श्रीमती मनप्रीत कौर, पत्नी श्री मनमोहन सिंह छावडा

निवासी: 30-डी/1 शाहदाना कॉलोनी मॉडल टाउन नियर रेलवे क्रासिंग बरेली

व्यवसाय: अन्य

प्रथम पक्ष: 3



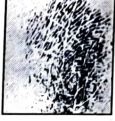
Mansoor Kaur

श्रीमती सतनाम कौर, पत्नी श्री स्व० प्रितपाल सिंह

निवासी: 30-डी/1 शाहदाना कॉलोनी मॉडल टाउन नियर रेलवे क्रासिंग बरेली

व्यवसाय: अन्य

प्रथम पक्ष: 4



Satnam Kaur

श्री राजवीर सिंह छावडा, पुत्र श्री मनमोहन सिंह छावडा

निवासी: 30-डी/1 शाहदाना कॉलोनी मॉडल टाउन नियर रेलवे क्रासिंग बरेली

व्यवसाय: अन्य

प्रथम पक्ष: 5



Rajbir Chohan

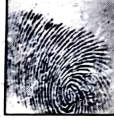
ने निष्पादन स्वीकार किया। गिनकी पहचान

पहचानकर्ता: 1

श्री मोहम्मद अली, पुत्र श्री साबिर खा

निवासी: परतापुर जीवन सहाय बरेली

व्यवसाय: अन्य



Mohammad Ali

2.7. The all the parties to Consortium will be liable to provide all the information and detail to buyers if demanded, nothing with be concealed, and all the promises will be fulfilled.

3. PROJECT MANAGEMENT STRUCTURE:

3.1. The M/S Kunal Properties shall act as a Lead Member ;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 shall be borne by the Lead Member.

4.2. The Lead Member shall raise loans from the financial institution/banks by depositing title deeds of land owned by the Consortium Members and execute mortgage deed and other deeds/documents by its signature for the Project in this regard. The Lead Member shall solely be authorized to create mortgage by its signature against the properties of Consortium Members. The Consortium Members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.

5. GENERAL TERMS AND CONDITIONS:

5.1 MISCELLANEOUS

a) 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;











पहचानकर्ता : 2


श्री कमल गौड, पुत्र श्री एसके० गौड

निवासी: चाहबाई बरेली

व्यवसाय: अन्य



रजिस्ट्रार अफिसरी के हस्ताक्षर


समिंद्र श्रीवास्तव,

उप निबंधक : सदर द्वितीय
बरेली

21/10/2023

शिवम मिश्रा,
निबंधक सिविल बरेली
21/10/2023

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

टिप्पणी:

प्रिंट करें



- i) breach of any representations and warranties contained in the Agreement: or
- ii) breach of any provision of this Agreement
 - b) 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.
 - c) 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.
 - d) The Parties hereby understand and agree that each Party shall be individually liable to meet out their obligations pertaining to the tax/s 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 their performance of the obligation under this Agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God, reason beyond control. Government action. In the event of force majeure, the Parties of the Agreement undertake to consult each other.













5.4 SETTLEMENT OF DISPUTES:

All Parties agree to settle amicably all disputes arising out of or consuming 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 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 shared by any other outside agency except the concerned Development Authority & Government of Uttar Pradesh.

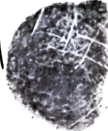
5.8 NOTICES:

Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgment or send

Signature

Maya Bhanu - Sravani

Dr. Vik Chandra



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 amended as may be stipulated by like 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.

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.

5.12 ARBITRATION CLAUSE:

In case any disputes or difference shall arise between the parties either during the progress or after the completion of works as to the interpretation or construction of terms of the Consortium Agreement or as to any matter or thing of whatsoever nature arising there under or in connection therewith, then such dispute or difference shall be referred to arbitration of a "committee of arbitrators" one member of which to be appointed by each party to the Agreement and the third one being appointed by the two members herein appointed by the both the parties under the provision of Arbitration and Conciliation Act 1996 and the decision of such Arbitrators shall be final and binding on the parties.

D. S. Chandra *Mangesh Kumar* *Satish Kumar* *Rajiv Chandra*




IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Agreement on this 21st day of October 2023 at Tehsil & Distt. Bareilly,

Signed for and on behalf of M/S Kunal Properties





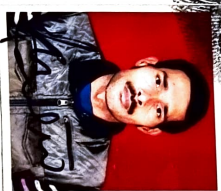

 _____ Manpreet Kaur _____ Satnam Kaur _____ Deepika Chakrabarti




WITNESSES
 श्री. श्री. राजेश कुमार

श्री. श्री. राजेश कुमार
 वरिष्ठ वकील
 जल्लि रोड, काशीरौ बरैली

9319928199



Reg. No. 9333/10
 Jall Road, Kashiari Bareilly

Kunal Properties
 At S-12 D/S
 Kunal Properties B/R
 Ph 296388906

Dated- 21/10/2023
 Drafted By-
 Typed By-




RAJESH KUMAR
 Advocate
 Reg. No. 9333/10
 Jall Road, Kashiari Bareilly

आवेदन सं०: 202300787045910

बही संख्या 4 जिल्द संख्या 413 के पृष्ठ 13 से 30 तक क्रमांक 611 पर दिनांक
21/10/2023 को रजिस्ट्रीकृत किया गया।

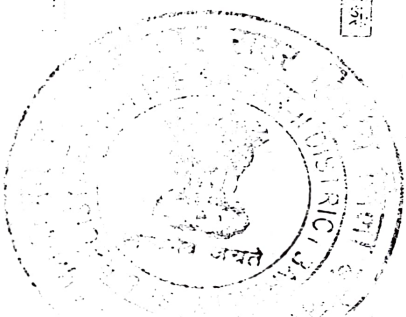
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


रमेश शिवास्वत

उप निबंधक : सदर द्वितीय

बरेली

21/10/2023



44/2023