



INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Sharma
SUMIT CHATURVEDI
ACC ID-UP14104004
MATHURA

Certificate No. : IN-UP58385909013936V
Certificate Issued Date : 15-Mar-2023 01:35 PM
Account Reference : NEWIMPACC (SV)/ up14104004/ MATHURA/ UP-MTH
Unique Doc. Reference : SUBIN-UPUP1410400410780410927161V
Purchased by : ANIL KUMAR
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) :
First Party : ADNS HOMES PVT LTD
Second Party : ANIL KUMAR
Stamp Duty Paid By : ANIL KUMAR
Stamp Duty Amount(Rs.) : 1,050
(One Thousand And Fifty only)

109
2023



Please write or type below this line

ADNS HOMES PVT. LTD.

Director

Anil Kumar



JD 0031254953

Disclaimer:

The authenticity of this Stamp certificate should be verified at www.stampcertup.in or using e-Stamp Mobile App of Stock Holding Corporation of India. The details on this Certificate and its availability on the website / Mobile App should be verified.
The stamp certificate and its validity is on the basis of the certificate.
The stamp certificate and its validity is on the basis of the certificate.

**CONSORTIUM AGREEMENT**

stamp duty 1050/-
Sub registrar 1st Mathura

This consortium agreement is made on this 16 day of march 2023 by and between

ADNS Homes pvt. ltd., a company incorporated under the provision of the company Act 1956, having its registered office at 44, Krishnapuri, Mathura Through Its authorized signatory Dinesh Bajaj S/o D.D. Bajaj C/o 44, Krishnapuri, Mathura duly authorized by board of resolution dated 15-03-2023 passed in the board meeting, hereto be deemed to be include their successors, hereinafter referred to as the "First Party", Mob-9818255992, Pan No-AAUCA2436R.

And

Anil Kumar S/O Jai Gopal Upadhyaya R/O-H.No-257, Harmukh Puri, Modinagar, Ghaziabad, U.P.-201204, hereto be deemed to be include their successors, hereinafter referred to as the "Second Party", Mob-9873315268, Pan No-ATNPK 5986D

Whereas all the above parties i.e. land owning companies have agreed to form a Consortium and appoint ADNS Homes pvt. ltd. as a leader member with an object of developing and construction of group housing project Vrindavan, Mathura U.P. make all expenditure in relation to this activity, allot the property /flats / units to the buyer, receive payment from them, enter into agreement(s) with them and all other works and activity related to the said project.

NOW THIS CONSORTIUM AGREEMENT AND ITS TERM AND CONDITIONS AS ARE WITNESSED AS UNDER:-

1. That consortium members ADNS Homes Pvt. Ltd. and Anil Kumar have mutually decided to appoint ADNS Homes pvt. ltd., a company incorporated under the provision of the company Act 1956, having its registered office at 44, Krishnapuri, Mathura as the lead member.

2. Date of commencement/Principal Place

That this consortium agreement shall be deemed to have come into existence with effect from 15th March 2023. The principal place of business of the consortium shall be or such other places as may be mutually decided by the consortium member. This consortium agreement shall be valid and enforceable till the completion of the subject project.

ADNS HOMES PVT. LTD.
Director



Anil Kumar



3. Share holding basis in Consortium

ADNS Homes Pvt. Ltd. shall act as the lead member of the consortium. The shareholding of all the members of the consortium shall be 99% and 1% respectively for 1 and 2nd party to the agreement.

4. Project management structure

ADNS Homes Pvt. Ltd. will work as private developer and arrange finance for the project in future and Look after the implementation of the project entirely.

5. Funding and basis sharing the expenditure and remuneration

- a- It is decided that up to the allotment of the flat(s) in the project namely Hare Krishna Florence, all cost towards development of the project will be born entirely by the lead member.
- b- The Lead member shall raise loans from the financial institution/banks for the 1 project and any shortfall in financing of the project shall be contributed by the Lead member(1" part).

6. Rights and Duties of Member

That the members of this consortium shall have no rights to assign any of their benefits, rights and liabilities under this agreement to any other company firm or person without obtaining prior return consent of the other parties.

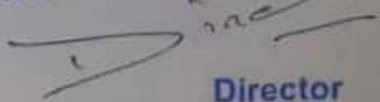
7. Governing Law/Waiver

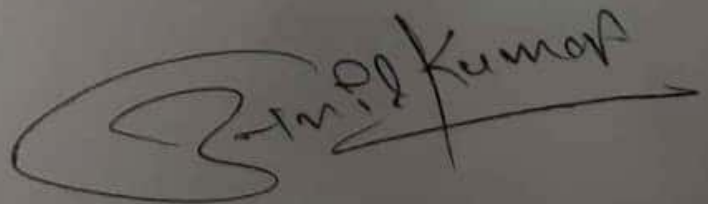
This consortium agreement shall be constructed in accordance with laws of India, as amended from time to time, in the event of conflict between the provision of this consortium agreement and said laws the latter prevail. The waiver of any member of any breach of any term of this consortium agreement shall not prevent the subsequent enforcement of that term.

8. Confidentiality/term

All members shall be under obligation not to disclose any information of the term of this consortium agreement to any third party. All documents and information exchange between the members, for the purpose of the project under the consortium, shall be treated as strictly confidential by all the members and shall not be shared with any other outsider / outside agency except the Government of Uttar Pradesh. This consortium agreement embodies the entire understanding of the member and there are no promises, terms and condition or obligation, oral or written, express or implied other than those contained herein, and variation, modification or alternation of any of the provision of this consortium agreement shall not be binding on the parties unless reduced in writing and sign by them or their duly authorized representative as amendment to this consortium agreement. The terms and conditions of this consortium agreement shall be modified/amended as may be stipulated by the government of the Uttar Pradesh and as mutually agreed by the consortium member.

ADNS HOMES PVT. LTD.


Director


Rakesh Kumar



आवेदन सं०: 202300764012672

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 109

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 1050 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 40 योग : 540

श्री ए डी एन एस होम्स प्रा०लि० द्वारा
दिनेश बजाज अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री डी०डी० बजाज
व्यवसाय : अन्य
निवासी: 44 कृष्णापुरी मथुरा



श्री, ए डी एन एस होम्स प्रा०लि० द्वारा

दिनेश बजाज अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 16/03/2023

एवं 12:46:19 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजय प्रकाश पाण्डेय
उप निबंधक :सदर द्वितीय
मथुरा
16/03/2023

अमर सिंह .
निबंधक लिपिक
16/03/2023

9. Miscellaneous/Liability

Nothing in this shall be construed as providing for the sharing of the profit and loss arising out of the effort of the any of the members, except as maybe provided for in any resultant sub-contract or consortium agreement between the members. No event shall the members of this consortium agreement have any obligation or liability to the other, except as expressly written herein. No party shall be liable for any financial compensation arising out the termination of the consortium agreement. No party shall be liable to other party/member for any Indirect incidental special or consequently damages howsoever caused, whether as a consequent on the negligence of the one member or other wise.

10. Notice

Any notice requiring pursuant to this consortium agreement shall be given in writing and shall be delivered by hand under acknowledgment and sent by registered post to the other party at the address appearing in the beginning of the consortium agreement

11. Termination

This Consortium agreement shall be terminated upon the happening of the first of the following event-

Rejection of the proposal by the Government of Uttar Pradesh.

Upon Compilation of the project.

This agreement shall cease to be operative in the event of sale deed land by Second Part in favour of First Part.

12. Arbitration

All the members agreed to settle amicably all disputes arising out of or concerning this consortium agreement. In the Event of the members falling to amicably resolve any dispute in the forgoing manner, The matter shall be referred to a sole arbitrator to be appointed/decided mutually, whose decision shall be binding.

13. This agreement is duly made for development of the project in Mathura which has been approved by Mathura Vrindavan development Authority (MVDA), Vrindavan, Mathura U.P.

ADNS HOMES PVT. LTD.

Director



[Handwritten Signature]



आवेदन सं०: 202300764012672

बही सं०: 4

रजिस्ट्रेशन सं०: 109

वर्ष: 2023

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

प्रथम पक्ष: 1

श्री ए डी एन एस होम्स प्रा० लि० के द्वारा दिनेश बजाज, पुत्र
श्री डी०डी० बजाज

निवासी: 44 कृष्णापुरी मथुरा

व्यवसाय: अन्य

प्रथम पक्ष: 2



श्री अनिल कुमार, पुत्र श्री जय गोपाल उपाध्याय

निवासी: मकान न.257 हरमुख पुरी मोदीनगर गाजियाबाद

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1



श्री होशियार सिंह, पुत्र श्री सुखवीर

निवासी: ग्राम व पोस्ट सरदारगढ मथुरा

व्यवसाय: अन्य

पहचानकर्ता: 2



कुमारी अंशु, पुत्री श्री जय प्रकाश गौतम

निवासी: 44 कृष्णापुरी मथुरा

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार
लिए गए हैं।
टिप्पणी:विजय प्रकाश पाण्डेय
उप निबंधक: सदर द्वितीय
मथुरा
16/03/2023अमर सिंह
निबंधक लिपिक मथुरा
16/03/2023

IN THE WITNESS WHEREOF the members have executed this consortium agreement on this 15 Day of March 2023 and have caused this consortium agreement to be signed on their behalf in the manner said below:-

Witness-

1. Hoshiyar Singh S/O Sukhvir
R/O Vill & Po- Sardargarh, Mathura.



7217020150

होशियर सिंह

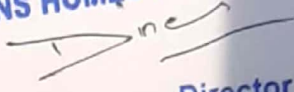
2. Anshu D/O Jay Prakash Gautam
R/O-44, Krishnapuri, Mathura.



7217020159

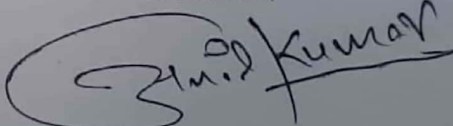
Anshu

First Party

ADNS HOMES PVT. LTD.

Director



Second Party





आवेदन सं०: 202300764012672

बही संख्या 4 जिल्द संख्या 216 के पृष्ठ 161 से 170 तक क्रमांक
109 पर दिनांक 16/03/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजय प्रकाश पाण्डेय
उप निबंधक : सदर द्वितीय
मथुरा
16/03/2023