



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

353/24



Certificate No. : IN-UP67771629168394U
Certificate Issued Date : 16-Aug-2022 04:15 PM
Account Reference : NEWIMPACC (SV)/ up14152404/ MURADABAD SADAR/ UP-MRD
Unique Doc. Reference : SUBIN-UPUP1415240427783098317132U
Purchased by : MANISH KUMAR JAIN SO PREM CHAND JAIN AND OTHERS
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PROPERTY AT VILLAGE MANOHARPUR MORADABAD
Consideration Price (Rs.) :
First Party : PARAMPARA BUILDERS PVT LTD
Second Party : MANISH KUMAR JAIN SO PREM CHAND JAIN AND OTHERS
Stamp Duty Paid By : MANISH KUMAR JAIN SO PREM CHAND JAIN AND OTHERS
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)



Verified By

Locked By

Please write or type below this line

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

QT 0006355735

Statutory Alert:

The authenticity of this Stamp certificate should be verified at www.indiaStamp.gov.in or the Stamp Mobile App. If any discrepancy in the data with this Certificate and its available on the website / App, it should be treated as invalid.
For any complaint regarding the authenticity of the certificate, please inform the competent authority.
If any person is found to be using this certificate for any illegal purpose, please inform the competent authority.



MOHIT KUMAR YADAV
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



MOHIT KUMAR YADAV
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



MOHIT KUMAR YADAV
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



CONSORTIUM AGREEMENT

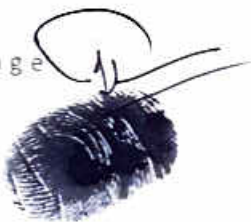
This Consortium agreement (in Short "Agreement") is entered on 16th day of August 2022

Between

M/s PARAMPARA BUILDERS PRIVATE LIMITED, A private limited Company incorporated under the Companies Act, 1956 as amended from time to time having its registered office at Parampara Chambers, Ground Floor, 175, Civil Lines, Moradabad (U.P.) through its director Mr. Parag Agarwal S/o Late Mr. K.C. Agarwal R/o B-3 Madhur Green Villas, Ramganga vihar , Phase-II, Moradabad (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

- (a) Mr Manish Kumar Jain S/o Late Prem chand Jain R/o 19 Saket colony, New Civil Lines Moradabad.
- (b) Mr Naveen Kumar Jain S/o Late Prem chand Jain R/o 19 Saket colony, New Civil Lines, Moradabad.
- (c) Mr Praveen Kumar Jain S/o Late Prem chand Jain R/o 296/6, New Prempuri, Meerut being represented through its power of attorney holder Mr. Manish Kumar Jain which have been duly registered before the Sub- registrar-II, Moradabad on 20-06-2017 vide bahi no 3 Jild No 185 serial no 263 at Page No. 135 to 144



(d) Mrs. Kunti Devi Jain W/o Late Prem chand Jain R/o 19 Saket colony, New Civil Lines Moradabad (Hereafter collectively referred to as the "Consortium Members") (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 Members herein after shall collectively be referred to as "Parties"

WHEREAS

- A. The Consortium members intend to develop a residential township "Parampara Elite" on (hereinafter referred as project) in accordance with the policy framed by the concerned authority.
- 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 :-

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 Parampara Builders Pvt Ltd, as a private developer and as a Lead member and further Parampara 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

Yash Malik Malik Kunti Devi Jain

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

Yash Mhain
Mhain
Shree Datt Jhon



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

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

Yash *M. Sait* *अमरी देव शर्मा*


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.

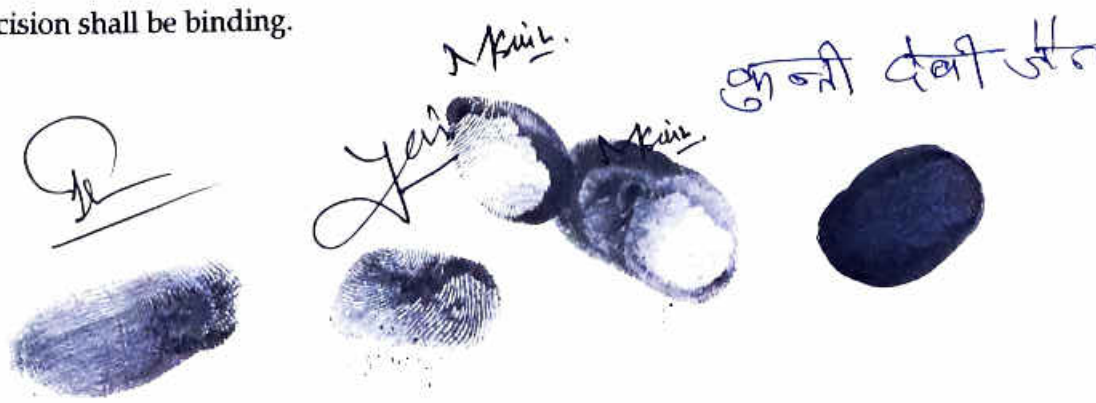
IV) In case of any change in the Consortium Members of the consortium an amended Consortium Agreement shall be submitted to the authority by the Lead Member.

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.

The bottom of the page contains several blue ink fingerprints and handwritten signatures. On the left, there is a single fingerprint. In the center, there are two fingerprints, one above the other, with a signature 'Jain' written over them. To the right of these, there are two more fingerprints, one above the other, with a signature 'Kain' written over them. On the far right, there is a large, dark blue ink smudge or stamp, and above it, a handwritten signature in Devanagari script.

आवेदन सं०: 202200719036108

भागीदारी विलेख

बही सं०: 4

रजिस्ट्रेशन सं०: 353

वर्ष: 2022

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

श्री मनीष कुमार जैन,
पुत्र श्री स्व प्रेम चन्द जैन
व्यवसाय : अन्य
निवासी: 19 साकेत कॉलोनी न्यू सिविल लाइन मुरादाबाद -244001 (उ०प्र०)

M. K. J.



ने यह लेखपत्र इस कार्यालय में दिनांक 17/08/2022 एवं 03:49:18 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रदीप कुमार यादव
उप निबंधक : सदर द्वितीय
मुरादाबाद
17/08/2022

अनिल कुमार सदर द्वितीय
निबंधक लिपिक
17/08/2022

प्रिंट करें



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.



The bottom of the page features four sets of handwritten signatures and blue ink fingerprints. From left to right: the first set includes a signature and a fingerprint; the second set includes a signature that appears to read 'Zar Mait' and a fingerprint; the third set includes a signature that appears to read 'Mait' and a fingerprint; the fourth set includes a signature that appears to read 'Mait' and a fingerprint. The fingerprints are clearly visible and appear to be of different individuals.

पहचानकर्ता : 2

श्री फैसल अब्बास, पुत्र श्री खूर्शीद हैदर

निवासी: 85, शाहपुर सिरपुरा संभल - 244304 (उ०प्र०)

व्यवसाय: अन्य




रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

प्रदीप कुमार यादव
उप निबंधक : सदर द्वितीय
मुरादाबाद
17/08/2022

अनिल कुमार सदर द्वितीय
निबंधक लिपिक मुरादाबाद
17/08/2022

प्रिंट करें



5. 10 DURATION OF CONSORTIUM AGREEMENT: This Agreement is 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.




Yash Meeth Meeth
गुलाब दास

आवेदन सं०: 202200719036108

बही सं०: 4

रजिस्ट्रेशन सं०: 353

वर्ष: 2022

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

भागीदार: 1

श्री मनीष कुमार जैन, पुत्र श्री स्व प्रेम चन्द जैन

निवासी: 19 साकेत कॉलोनी न्यू सिविल लाइन मुरादाबाद
-244001 (उ०प्र०)

व्यवसाय: अन्य

MSm



भागीदार: 2

श्री परम्परा बिल्डर्स प्रा० लि० के द्वारा पराग अग्रवाल, पुत्र श्री
स्व० के. सी. अग्रवालनिवासी: बी 3, मधुर ग्रीन विला रामगंगा विहार फेस-2,
मुरादाबाद -244001 (उ०प्र०)

व्यवसाय: अन्य

MSm



भागीदार: 3

श्री नवीन कुमार जैन, पुत्र श्री स्व प्रेम चन्द जैन

निवासी: 19 साकेत कॉलोनी न्यू सिविल लाइन मुरादाबाद
-244001 (उ०प्र०)

व्यवसाय: अन्य

Jain



भागीदार: 4

श्री परवीन कुर्मीर जैन के द्वारा मनीष कुमार जैन, पुत्र श्री स्व
प्रेम चन्द जैननिवासी: 19 साकेत कॉलोनी न्यू सिविल लाइन मुरादाबाद
-244001 (उ०प्र०)

व्यवसाय: अन्य

MSm



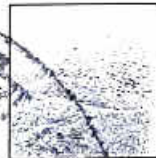
भागीदार: 5

श्रीमती कुंती देवी जैन, पत्नी श्री स्व प्रेम चन्द जैन

निवासी: 19 साकेत कॉलोनी न्यू सिविल लाइन मुरादाबाद
-244001 (उ०प्र०)

व्यवसाय: अन्य

कुंती देवी जैन



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अनुराग अग्रवाल, पुत्र श्री काली चरन अग्रवाल

निवासी: बी - 3, परम्परा कॉलोनी निकट आर एस डी एकेडमी
के पास राम गंगा बिहार फेस-2, मुरादाबाद -244001
(उ०प्र०)

व्यवसाय: अन्य

Anurag



IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THIS AGREEMENT AT MORADABAD ON THE DATE AFORE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESS:

Lead Member




Lt. Thumbprint & Signature

Consortium Members




Lt. Thumbprint & Signature

1. Mr. Anurag Agarwal

S/o Mr. K.C Agarwal

R/o B-3 Parampara Colony, Near R.S.D Academy

Ram Ganga Vihar Phase - 2, Moradabad - 244001

Aadhar No. 2554 3354 8863

Signature...

2. Mr. Faisal Abbas

S/o Mr. Khursheed Haidar

R/o 85 Shahpur Sirpura , Sambhal - 244304

Aadhar No. 415471583006









MOHIT KUMAR YADAV



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

MOHIT KUMAR YADAV

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

आवेदन सं०: 202200719036108

बही संख्या 4 जिल्द संख्या 381 के पृष्ठ 351 से 368 तक क्रमांक
353 पर दिनांक 17/08/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

^{8h}
प्रवीण कुमार यादव
उप निबंधक : सदर द्वितीय
मुरादाबाद
17/08/2022

प्रिंट करें

