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## CONSORTIUM MoU

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Sub Registrar Mathura.

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING hereinafter referred to as the 'MoU') is made and entered into this 29<sup>th</sup> day of the month of June 2024, by and among:

1. **M/s Maharaja Realtors having PAN no. AAZFM1342C**, a registered Partnership Firm under the Partnership Act, 1932 vide **Registration No. AG-12530** having its principal place of business at (Vill: Palidungara, Sonkh Road, Distt: Mathura, Uttar Pradesh – 281123 through Partner/Authorized Signatory **Shri Harendra Pratap Singh S/o Shri Maharaj Singh R/o Vill: PaliDungara, Mathura, Distt: Mathura, Uttar Pradesh and Present Address 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura Uttar Pradesh– 281004** hereinafter referred to as "First Partner" which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART;
2. **Shri Maharaj Singh S/o Shri Ram Singh having PAN No. BUFPS4681D**, R/o Vill: PaliDungara, Mathura, Distt: Mathura, Uttar Pradesh and Present Address 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura Uttar Pradesh– 281004 hereinafter referred to as "Second Partner" which expression shall unless repugnant to the context thereof include his Successors, of the Second PART;
3. **Shri. Narendra Singh alias Narendra Singh Kuntal S/o Shri Maharaj Singh having PAN No. AZTPK9604L**, R/o Vill: PaliDungara, Mathura, Distt: Mathura, Uttar Pradesh and Present Address 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura Uttar Pradesh– 281004 hereinafter referred to as "Third Partner" which expression shall unless repugnant to the context thereof include his Successors, of the Third PART;

For Maharaja Realtors  
Partner

महाराज सिंह  
महाराज सिंह

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नरेंद्र-दीपक





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4. **Shri. Preetam Singh S/o Shri Maharaj Singh having PAN No. AXHPS2050A**, R/o Vill: PaliDungara, Mathura, Distt: Mathura, Uttar Pradesh and Present Address 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura Uttar Pradesh- 281004 hereinafter referred to as "Forth Partner" which expression shall unless repugnant to the context thereof include his Successors, of the Forth PART;
5. **Shri. Harendra Pratap Singh S/o Shri Maharaj Singh having PAN No. AXHPS2049B**, R/o Vill: PaliDungara, Mathura, Distt: Mathura, Uttar Pradesh and Present Address 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura Uttar Pradesh- 281004 hereinafter referred to as "Fifth Partner" which expression shall unless repugnant to the context thereof include his Successors, of the Fifth PART;
6. **Shri. VIPIN Singh S/o Shri Maharaj Singh having PAN No. BUFPS3834Q**, R/o Vill: PaliDungara, Mathura, Distt: Mathura, Uttar Pradesh and Present Address 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura Uttar Pradesh- 281004 hereinafter referred to as "Sixth Partner" which expression shall unless repugnant to the context thereof include his Successors, of the Sixth PART;

All the above parties for the purpose of this MOU hereinafter individually called the Member' and collectively called the 'Members.'

WHEREAS:

- a) The Members intend to develop Project Named **Maharaja Mansarovar-2** at Village Stoha Asgarpur and Girdharpur, Tehsil Sadar and District, Mathura, Uttar Pradesh in accordance with the provisions of Uttar Pradesh.

For Maharaja Realtors

Partner



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- b) All the above-mentioned Members being desirous of developing a Project, have agreed join hands in the form of a Consortium to provide the financial, technical, managerial and other services for the Project on the terms and conditions as set forth in this MoU and to enter and execute this Consortium MOU to form a consortium with an object of submitting the layout plan and for obtaining all sanctions, approvals, permissions, registrations etc. from all competent authorities for development/construction/sale of a Project at Mathura in the State of Uttar Pradesh through the First Party, i.e., M/s Maharaja Realtors as Lead Member as per terms enumerated herein.
- c) It is agreed that the Second Party, Third Party, Fourth Party, Fifth Party and Sixth Party shall arrange land for development of the Project. The First Party, as Private Developer as per definition of Mathura-Vrindavan Development Authority, Mathura and as Lead Member shall arrange to apply and obtain necessary permission(s)/approval(s) from the concerned authorities with respect to construction and development of the Project. Both the First Party and the Second Party shall undertake development, marketing and advertising of the Project
- d) The Consortium Members have agreed to use trademark and trade name of the First Party in the name of the Project to be developed by the Consortium.

**NOW, THEREFORE, THIS MOU WITNESSES AS FOLLOWS:-**

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

**1. DEFINITIONS AND INTERPRETATIONS**

1. Definitions Capitalized terms used in this MoU shall have their respective defined meanings.

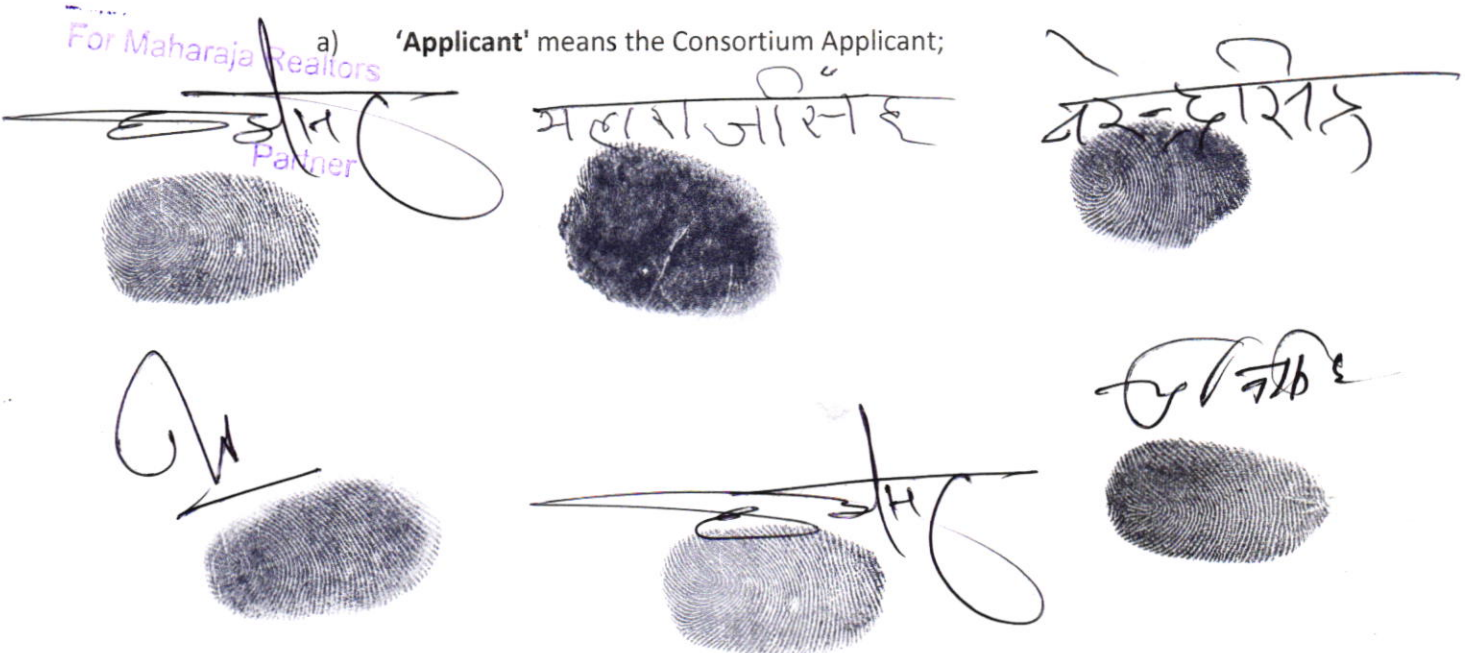
a) 'Applicant' means the Consortium Applicant;

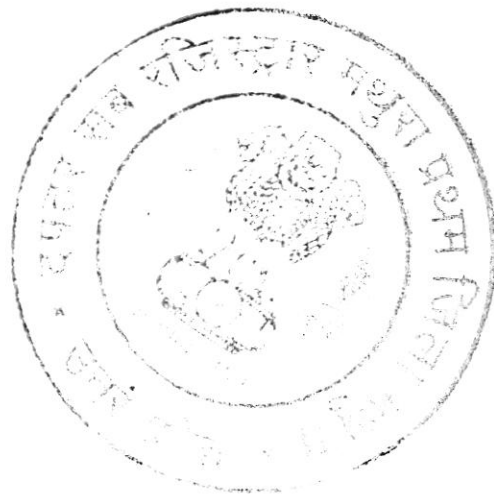
For Maharaja Realtors  
Partner

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- b) **'Authority'** means the Mathura Vrindavan Development Authority or the respective Development Authority as the case may be;
- c) **'Firm'** means a Partnership Firm / Limited Liability Partnership Firm formed and registered under the Indian Partnership Act 1932/ Limited Liability Partnership Act 2008;
- d) **'Consortium'** means the Consortium formed between the Members in accordance with this MoU;
- e) **'Lead Member'** means the member of the Consortium which has been designated so by the other members of the Consortium and also authorized to take the lead in the management of the Consortium's affairs;
- f) **'Members'** means the individuals, Company or firms which have agreed to form Consortium in connection with the Project;
- g) **'MoU'** (Memorandum of Understanding) means a legal document describing the tenure and details of an agreement between two or more parties, including each party's role and responsibilities.
- h) **'Private Developer'** means an individual, company or association, Firm, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development and to whom a approval has been granted by the Authority;
- i) **'Project'** means the proposed Project for which the Applicant intends to procure approval;

## 1.2. Interpretation

- a) For the purpose of this MOU, 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.

For Maharaja Realtors

Partner

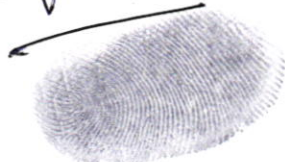


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- b) References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MoU.
- d) References to the word 'include' and 'including' shall be construed without limitation.
- e) Any reference to 'day' shall mean a reference to a calendar day.

## 2. PURPOSE OF CONSORTIUM MOU

- 2.1 The purpose of this MoU is to specify the responsibilities of the Members towards the execution of the Project including land assembly, preparation of Detailed Project Report. securing of clearances, execution of construction and development works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.

## 3. DURATION

- 3.1 This MoU shall come into force and effect on as of the date of signing of this MoU by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project.

## 4. COORDINATOR

- 4.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the MoU, **M/s. Maharaja Realtors** has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation as specified in Schedule-I and jointly and severally liable for the successful completion of the entire Project.

For Maharaja Realtors

Partner

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- 4.2 The Parties hereby agree that the First Party, as Private Developer as per definition of Mathura-Vrindavan Development Authority, Mathura and as Lead Member shall arrange to apply and obtain necessary permission(s)/approval(s) from the concerned authorities with respect to construction and development of the Project. The Second Party, Third Party, Forth Party, Fifth Party and Sixth Party shall arrange for land for development of the Project. The First Party shall undertake development, undertake marketing and advertising and the Second Party shall undertake marketing and advertising of the Project.
- 4.3 For the purpose of this MoU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.
- 4.4 All instructions/communications from the Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.
- 4.5 For the avoidance of doubt, it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule-I regarding their specific roles and responsibilities undertaken by them under this MOU.

**5. PROJECT MANAGEMENT STRUCTURE AND ROLES OF THE MEMBERS**

- 5.1 The Parties hereby agree that the First Party, as Private Developer as per definition of Mathura-Vrindavan Development Authority, Mathura and as Lead Member shall arrange to apply and obtain necessary permission(s)/approval(s) from the concerned authorities with respect to construction and development of the Project. The Third Party, Fourth Party, Fifth Party, Sixth Party and Seventh Party shall arrange fa land for development of the Project and both the First Party and the Second Party shall undertake marketing and advertising of the Project.

For Maharaja Realtors  
Partner

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**6. RIGHTS AND OBLIGATIONS**

- 6.1 For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible
- 6.2. The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.
- 6.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.
- 6.4. Each Member shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all of its obligations under this MoU.

**7. RESPONSIBILITIES TOWARDS EACH OTHER**

- 7.1. (a) Each Member undertake:
  - i. to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Project, and
  - ii. to inform other Members of relevant communications it receives from third parties in relation to the Project.
- b) Each Member shall act in good faith and use reasonable efforts to ensure time bound compliance of their obligations under this MoU and promptly act to correct any error therein as soon as it came into the knowledge
- c) Each Member shall keep confidential all information of confidential nature. whether written or oral, concerning to this MoU and also abide by the terms and condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.

For Maharaja Realtors  
Partner



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- d) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Project and not for its own use or for any third-party benefit.

**8. LIABILITIES**

- 8.1. Liability towards each other.

The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this MoU.

- 8.2. Indemnification of a Member for each other:

Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

- 8.3. Liability towards Third Parties:

Subject always to such other undertakings and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or knowhow.

**9. REPRESENTATION AND WARRANTIES**

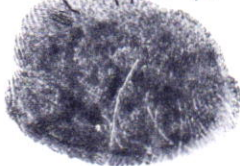
- 9.1 The Members hereby represent and warrant that:

- a) They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this MoU and to perform their obligations under this MOU.

For Maharaja Realtors  
Partner



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- b) This MoU constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this MoU and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and by which the Members are or may be bound
- c) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, 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 MoU.
- d) The Members have read, understood and agreed with the terms and conditions of this MoU.

**10. NOTICES**

- 10.1. Notices, demands or other communication required or permitted to be given or made under this MoU shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written continuation of receipt or by registered letter or by courier subsequently confirmed by letter.
- 10.2. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by deliver in person by registered post or courier at the given address.

**11. ARBITRATION**

- 11.1. Any and all disputes or differences between the Members arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.
- 11.2. Any dispute arising in connection with this MoU which cannot be resolved by the Members in accordance with the terms of this MoU shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration.

For Maharaja Realtors

Partner

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आवेदन सं०: 202400764042188

## अनुबंध विलेख/घोषणा पत्र

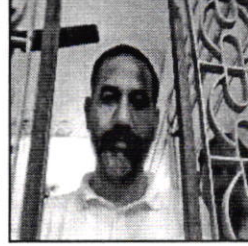
बही सं०: 4

रजिस्ट्रेशन सं०: 217

वर्ष: 2024

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 पुत्र श्री महाराज सिंह जी  
 व्यवसाय : अन्य  
 निवासी: पाली डूंगरा तह गोवर्धन जिला मथुरा हाल निवासी आनंद लोक गोवर्धन लोक मथुरा



श्री, मैसर्स महाराजा रियल्टर्स द्वारा

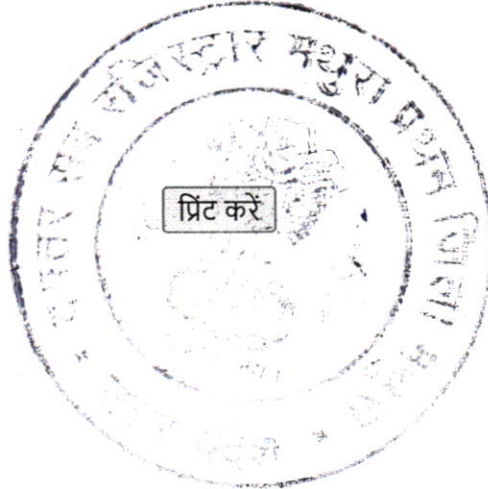
हरेन्द्र प्रताप सिंह अधिकृत  
पदाधिकारी/ प्रतिनिधि

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निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सतीश चौधरी प्रभारी  
उप निबंधक :सदर प्रथममथुरा  
29/06/2024प्रदीप उमाध्याय .  
निबंधक लिपिक  
29/06/2024

**12. FORCE MAJEURE**

None of the members shall be/held in default in the performance of the obligation, under this MoU, 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 the Consortium MoU undertake to consult each other.

**13. TERMINATION OF CONSORTIUM MOU**

This Consortium MoU may be terminated upon completion of the Project Maharaja Mansarovar-2.

**14. MISCELLANEOUS**

14.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.


14.2 Any provision of this Mou, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof

14.3 This MoU shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.

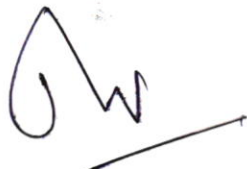
14.4 The Schedule-1 shall have the same force and effect as if expressly set in the body of this MoU and any reference to this MoU shall include the Schedule-I

14.5 In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted to the Authority by the Lead Member.



14.6 No variation or modification to the terms of this MoU shall be made except as may be permitted by the concerned Authority.

For Maharaja Realtors™  
  
Partner



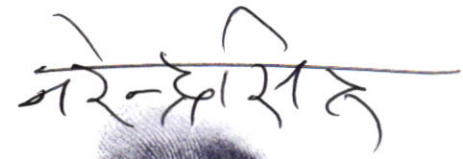





  
महाराज रील्टर्स ए  







आवेदन सं०: 202400764042188

बही सं०: 4

रजिस्ट्रेशन सं०: 217

वर्ष: 2024

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

प्रथम पक्ष: 1

श्री मैसर्स महाराजा रियल्टर्स के द्वारा हरेन्द्र प्रताप सिंह, पुत्र श्री महाराज सिंह जी

निवासी: पाली डूंगरा तह गोवर्धन जिला मथुरा हाल निवासी आनंद लोक गोवर्धन लोक मथुरा

व्यवसाय: अन्य

प्रथम पक्ष: 2



श्री महाराज सिंह, पुत्र श्री राम सिंह

निवासी: पाली डूंगरा तह गोवर्धन जिला मथुरा हाल निवासी आनंद लोक गोवर्धन रोड मथुरा

व्यवसाय: अन्य

प्रथम पक्ष: 3

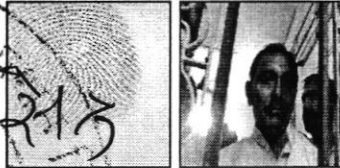


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निवासी: पाली डूंगरा तह गोवर्धन जिला मथुरा हाल निवासी आनंद लोक गोवर्धन रोड मथुरा

व्यवसाय: अन्य

प्रथम पक्ष: 4

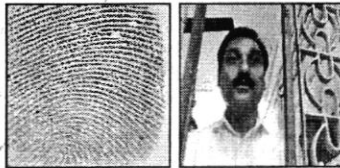


श्री प्रीतम सिंह, पुत्र श्री महाराज सिंह जी

निवासी: पाली डूंगरा तह गोवर्धन जिला मथुरा हाल निवासी आनंद लोक गोवर्धन रोड मथुरा

व्यवसाय: अन्य

प्रथम पक्ष: 5

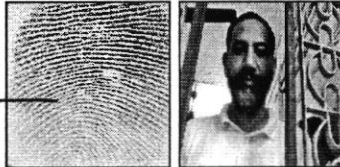


श्री हरेन्द्र प्रताप सिंह, पुत्र श्री महाराज सिंह जी

निवासी: पाली डूंगरा तह गोवर्धन जिला मथुरा हाल निवासी आनंद लोक गोवर्धन रोड मथुरा

व्यवसाय: अन्य

प्रथम पक्ष: 6



श्री विपिन सिंह, पुत्र श्री महाराज सिंह जी

निवासी: पाली डूंगरा तह गोवर्धन जिला मथुरा हाल निवासी आनंद लोक गोवर्धन रोड मथुरा

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

**Schedule-1**

Roles and Responsibilities of each Individual Member of the Consortium

(Describe the Roles and Responsibilities of each Individuals Member of the Consortium)

Sl. No.	Type of Member	Roles and Responsibilities
1	2	3
1.	Lead Member Name : M/s Maharaja Realtors Vill : Palidungara, Mathura -281123	Construction and development, marketing, Advertising, Selling and leasing of saleable/leasable area of the project
2.	Member-1 Shri Maharaj Singh Present Address : 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura – 281004	marketing, Advertising, Selling and leasing of saleable/leasable area of the project
3.	Member-2 Narendra Singh Kuntal Present Address : 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura – 281004	marketing, Advertising, Selling and leasing of saleable/leasable area of the project
4.	Member-3 Shri Preetam Singh Present Address : 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura – 281004	marketing, Advertising, Selling and leasing of saleable/leasable area of the project
5.	Member-4 Shri Harendra Pratap Singh Present Address : 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura – 281004	marketing, Advertising, Selling and leasing of saleable/leasable area of the project
6.	Member-5 Shri Vipin Singh Present Address : 106, 107, 108 Anand Lok Colony, Goverdhan Road, Mathura – 281004	marketing, Advertising, Selling and leasing of saleable/leasable area of the project

For Maharaja Realtors

Partner








## पहचानकर्ता : 1

श्री विवेक बंसल, पुत्र श्री नितिन कुमार बंसल

निवासी: महाविद्या कॉलोनी मथुरा

व्यवसाय: अन्य

## पहचानकर्ता : 2

श्री नितिन, पुत्र श्री रामगोपाल

निवासी: न्यू प्रकाश नगर मथुरा

व्यवसाय: अन्य



*Bansal*



*Nitin*

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Rs*

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

टिप्पणी :

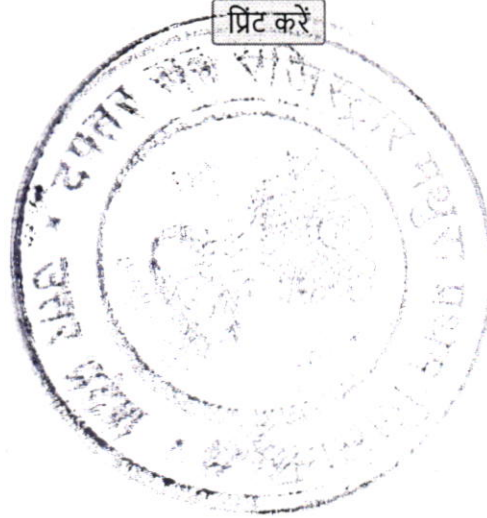
सतीश चौधरी प्रभारी  
उप निबंधक : सदर प्रथम

मथुरा

29/06/2024

प्रदीप कुमार ध्याय .  
निबंधक विपिक मथुरा  
29/06/2024

प्रिंट करें



IN WITNESS WHEREOF, the Members have entered into this MoU on the day, month and year first mentioned above.

Date : 29-06-2024

Type by : K. K. Sharma, Mathura

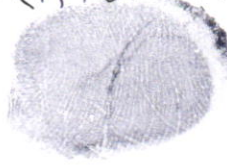
Draft by : Nitin Kumar Bansal Deed Writer Mathura

For Maharaja Realtors

Partner

महाराज सिंह

नरेन्द्र सिंह



Witness 1 signature



Witness 2 signature



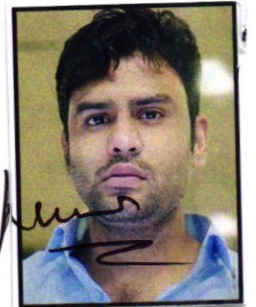
Witness 3 signature



Witnesses :-

1. Vivek Bansal S/o Shri Nitin Kumar Bansal  
R/o Mahavidhya Colony, Mathura.

2. Nitin S/o Late Ramgopal  
R/o New Prakash Nagar, Mathura.



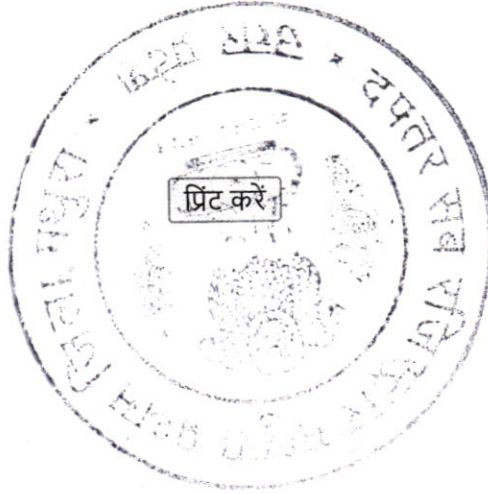
आवेदन सं०: 202400764042188

बही संख्या 4 जिल्द संख्या 388 के पृष्ठ 121 से 140 तक क्रमांक 217 पर दिनांक 29/06/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



सतीश चौधरी प्रभारी  
उप निबंधक : सदर प्रथम  
मथुरा  
29/06/2024



भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम मथुरा क्रम 2024245020130

आवेदन संख्या : 202400764042188

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-06-29 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम हरेन्द्र प्रताप सिंह

लेख का प्रकार अनुबंध विलेख/घोषणा पत्र

प्रतिफल की धनराशि 0 / 0.00

1 . रजिस्ट्रीकरण शुल्क 100

2 . प्रतिलिपिकरण शुल्क 60

3 . निरीक्षण या तलाश शुल्क

4 . मुछ्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6 . विविध

7 . यात्रिक भत्ता

1 से 6 तक का योग 160

शुल्क वसूल करने का दिनांक 2024-06-29 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-06-29 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर