

Page 2 of 7

This CONSORTIUM AGREEMENT (in short "Agreement") is entered into on this 28th Day of August 2025.

AMONGST

1. M R P L DEVELOPERS,(PAN-ACBFM5107F) a partnership firm duly registered under the Indian Partnership Act, 1932, having its registered office at Near Technical Glass Ind., Chameli Bagh, NH 19, Firozabad - 283203, represented by its Partner Shri Prateesh Agrawal Mo.-9893367147 (hereinafter to be referred as "Lead Member") which expression shall unless it be repugnant to the context or meaning thereof, include its successor, liquidators and assigns of the One Part.

AND

2. Mrs. Prerna Agrawal W/o Shri Rajeev Kumar Agrawal, aged about 62 years resident of 3rd Floor, Dr. M.C. Agrawal Hospital, Kotla Chungi, Firozabad - 283203 PAN-ABRPA5516F UID-971943254925 MOBILE 9837886862

3. Shri Rajeev Kumar Agrawal S/o Shri Mahesh Chandra Agrawal aged about 65 years resident of 3rd Floor, Dr. M.C. Agrawal Hospital, Kotla Chungi, Firozabad - 283203 PAN-ADQPA8757M UID-238525281314 MOBILE 9837023625

4. Shri Prateesh Agrawal S/o Shri Rajeev Kumar Agrawal aged about 38 year resident of 3rd Floor, Dr. M.C. Agrawal Hospital, Kotla Chungi, Firozabad - 283203 PAN-AIAPA6252A UID-941630742167 MOBILE 9893367147 (hereinafter collectively referred to as "Consortium Member" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successor-in-interest, Successors, Legal representatives and permitted assigns.

(The Lead Member and the Consortium member are hereinafter collectively referred as "Parties" and individually as "Party") (Above said consortium is called as Project Palm Royale Consortium)

WHEREAS

A. The Lead Member and Consortium Member are owner and in possession of land at Village- Dholpura and Village-Milik Khanjapur Tehsil Firozabad, Uttar Pradesh.

B. The Lead Member and Consortium Member intend to develop a residential township on the Said Land (hereinafter to be referred as Project) in accordance with the provisions of policy framed by the concern authorities (as amended from time to time) and as per map no. FSDA/LD/24-25/0252 sanctioned by Firozabad Shikohabad Development Authority on 11/02/2025.

The block contains four handwritten signatures in blue ink, each with a corresponding blue ink fingerprint below it. The signatures are: 1. 'Prateesh Agrawal', 2. 'Prerna Agrawal', 3. 'Rajeev Kumar Agrawal', and 4. 'Prerna Agrawal'.



C. The Parties have agreed to join hands in 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 sufficiency whereof is hereby acknowledges and other good valuable consideration, the Parties have agreed as follows:

1. LEAD MEMBER:

1.1 The Consortium Member has decided to appoint M R P L DEVELOPERS as a Lead Member or promoter of the project

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 obligations 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 Member to make representation and declaration on their behalf before concerned authorities for carrying out development and completion of the Project.

2.3 The Lead Member shall be responsible to obtain from government authorities/departments all permissions (if required), no-objections and sanction of layout plans, revised layout plans required for development and completion of Project as well as building plans/ revised building plans for construction.

2.4 The Lead Member shall deal with all government authorities (if required) for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Project.

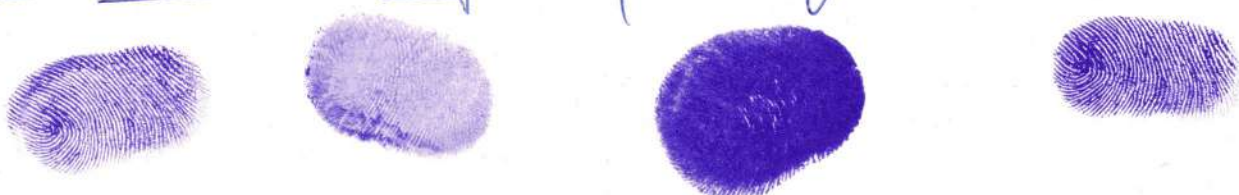
2.5 The Lead Member shall be responsible to make payment for all fee, charges, costs and expenses incurred. in connection with the development, marketing and construction of the Project.

2.6 The Lead member shall be absolutely authorized to develop/Allot/book the properties of the project. Only the land owner will have full authority to execute the sale deed of his/her respective property.

2.7 The Parties shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all of its obligations under this Agreement.

3. PROJECT MANAGEMENT STRUCTURE:

Sahyamb Prave Agarwal Harpreet Kaur Singh Sahyamb





3.1 The Lead Member shall act as a promoter. 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 and consortium member as mutually decided by all of the members.

4.2 In lieu of the cost of land and all Cost/Expenses/Fee/Charges relating to the Project contributed by both the Members, considering the market response of the Project the Consortium Member shall be entitled annually a percentage of gross revenue, as may be mutually agreed amongst the Lead member and the respective Consortium Members.

The term "GROSS REVENUE" for the purpose of this clause shall mean revenue as shown in the financials of Lead Member.

4.3 The Parties hereby agree that both the lead member and consortium member are entitled to all rights and benefits accruing with respects to the said land and/ or the project.

5. GENERAL TERMS AND CONDITIONS:

5.1 MISC

a) The Lead Member and Consortium Member shall by mutual understanding and agreement decide (1) the method and/or manner of carrying out development/construction and completion of the Project or matters incidental there to and (i) to dispose of the properties of the Project on such price, terms and condition as it deem fit and proper.

b) The Consortium Member shall sign all documents as may be required by the Lead Member from time to time without any objection thereby authorizing Lead Member to (i) develop/construct and complete the Project, (i) allot/book the sanctioned properties of the Project to any person(s) and 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. (iv) to open and manage the Rera bank accounts.

c) The Consortium hereby agrees and undertakes to identify and hold harmless the Lead Member and its officers, and employees from and against and pay and make good the monetary value of, any and losses incurred or suffered by the 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

d) Any Provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in anyway the remaining provisions thereof.

Zalim Ahmad

Praveen Agarwal

Deep Kumar Singh

Zalim Ahmad





आवेदन सं०: 202500772023865

भागीदारी विलेख

बही सं०: 4

रजिस्ट्रेशन सं०: 46

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 60 योग : 560

श्रीमती प्रेरणा अग्रवाल,
पत्नी श्री राजीव कुमार अग्रवाल
व्यवसाय : डाक्टर
निवासी: डॉ० एम सी अग्रवाल हॉस्पिटल कोटला चुंगी फिरोजाबाद



ने यह लेखपत्र इस कार्यालय में दिनांक 30/08/2025 एवं 03:32:39 PM बजे
निबंधन हेतु पेश किया।

Prem Agwal

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



चेतेन्द्र सिंह प्रभारी
उप निबंधक :सदर द्वितीय
फिरोजाबाद
30/08/2025

चेतेन्द्र सिंह .
निबंधक लिपिक
30/08/2025

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

f) The Parties hereby understand and agree that each party shall be individually liable to meet out there obligations pertaining to the tax/s as maybe attracted on the present understanding.

5.2 GOVERNING LAW: This Agreement shall in respect be construed in accordance with Laws of India, as amended from time to time and in event of conflict between the provisions of this Agreement and the said laws the later shall prevail.

5.3 FORCE MAJEURE: 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 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 concerning this Agreement. In the event of the Parties failing to amicably resolve any dispute in the foregoing matter, the matter shall be referred to the arbitrator to be decided, mutually, whose decision shall be binding.

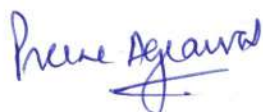
5.5 WAIVER: The waiver of any Party of any breach of any terms of this Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to waiver of the subsequent breach.

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 representative as amendment of this Agreement. This Agreement also supersedes all previous communications and other agreement between the Parties of 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 the 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.











पहचानकर्ता : 1

श्री निखिल उपाध्याय , पुत्र श्री प्रमोद उपाध्याय

निवासी: 118 गली नं०-14 हुंडा वाला बाग फिरोजाबाद

व्यवसाय: अन्य

पहचानकर्ता : 2

श्री सौरभ सिंह . पुत्र श्री मनोज कुमार सिंह

निवासी: तहसील सदर फिरोजाबाद

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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



चेतेन्द्र सिंह प्रभारी
उप निबंधक : सदर द्वितीय
फ़िरोजाबाद
30/08/2025

चेतेन्द्र सिंह .
निबंधक लिपिक फ़िरोजाबाद
30/08/2025

5.9 DURATION OF CONSORTIUM AGREEMENT: This Agreement is irrevocable in nature, however same shall stand concluded upon completion of the project and handing over of the same to the association of allottee/s of the Project and/or concerned authorities, as the case may be. However, any partner of the Lead Member can buy out the share of the other consortium member(s) with his/her consent, following which said consortium member will cease to be part of this consortium agreement.

5.10 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.

IN WITNESS WHEREOF the Lead Member and Consortium Member have executed this agreement on this 28th day of August ,2025 at Firozabad

SIGNED AND DELIVERED

By the within-named Consortium Member

Mrs. Purna Agrawal
W/O Shri Rajeev Kumar Agrawal,

Purna Agrawal



Shri Rajeev Kumar Agrawal
S/O Shri Mahesh Chandra Agrawal

Shri Rajeev Kumar Agrawal



Shri Prateesh Agrawal
S/O Shri Rajeev Kumar Agrawal

Prateesh Agrawal



SIGNED AND DELIVERED

By the within-named **Lead Member** through Partner
For and on behalf of M R P L DEVELOPERS

Prateesh Agrawal

Prateesh Agrawal
Partner





आवेदन सं०: 202500772023865

बही सं०: 4

रजिस्ट्रेशन सं०: 46

वर्ष: 2025

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

भागीदार: 1

श्रीमती प्रेरणा अग्रवाल,

[PRERNA AGRAWAL

पत्नी श्री राजीव कुमार अग्रवाल

निवासी: डॉ० एम सी अग्रवाल हॉस्पिटल कोटला चुंगी फिरोजाबाद

व्यवसाय: डाक्टर

भागीदार: 2



श्री राजीव कुमार अग्रवाल,

[RAJEEV KUMAR AGRAWAL

पुत्र श्री महेश चन्द्र अग्रवाल

निवासी: डॉ० एम सी अग्रवाल हॉस्पिटल कोटला चुंगी फिरोजाबाद

व्यवसाय: डाक्टर

भागीदार: 3



श्री प्रतीश अग्रवाल,

[PRATESH AGRAWAL

पुत्र श्री राजीव कुमार अग्रवाल

निवासी: डॉ० एम सी अग्रवाल हॉस्पिटल कोटला चुंगी फिरोजाबाद

व्यवसाय: डाक्टर

भागीदार: 4



श्री एम आर पी एल डवलपर्स के द्वारा प्रतीश अग्रवाल, [M R P L DEVELOPERS

पुत्र श्री राजीव कुमार अग्रवाल

निवासी: डॉ० एम सी अग्रवाल हॉस्पिटल कोटला चुंगी फिरोजाबाद

व्यवसाय: डाक्टर



ने निष्पादन स्वीकार किया। जिनकी पहचान

Witnesses:

1. **Nikhil Upadhyay**
S/o Shri Pramod Upadhyay
118 Gali No.-14 Hunda Wala Bagh
Firozabad.



2. **Saurabh Singh Advocate**
Tehsil Sadar Firozabad



Praveen Aggarwal

Praveen Aggarwal

Praveen Aggarwal

Praveen Aggarwal



आवेदन सं०: 202500772023865

बही संख्या 4 जिल्द संख्या 19 के पृष्ठ 87 से 100 तक क्रमांक 46 पर दिनांक 30/08/2025 को रजिस्ट्रीकृत किया गया ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

चेतेन्द्र सिंह प्रभारी
उप निबंधक : सदर द्वितीय
फ़िरोजाबाद
30/08/2025

8/30/25, 3:35 PM

igrsup.gov.in/igrsu

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उप निबंधक सदर द्वितीय फ़िरोजाबाद क्रम संख्या 2025131010737

आवेदन संख्या : 202500772023865

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2025-08-30 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम प्रेरणा अग्रवाल

लेख का प्रकार भागीदारी विलेख

प्रतिफल की धनराशि 0 / 0.00

1. रजिस्ट्रीकरण शुल्क 500

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण या तलाश शुल्क

4. मुख्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 560

शुल्क वसूल करने का दिनांक 2025-08-30 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2025-08-30 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबंधक (द्वितीय)
सदर, फ़िरोजाबाद