







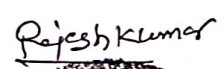

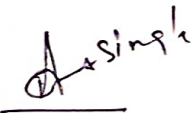





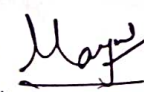

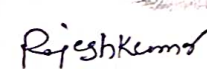

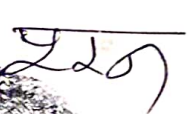

CONSORTIUM AGREEMENT

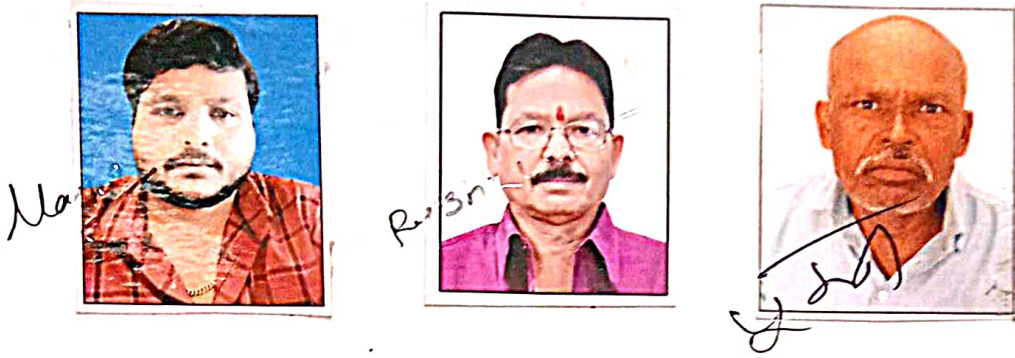
Total Stamp- 1,000/-Rs Through E-Stamp No- 123456789

This Agreement is made and executed at Jhansi on this 03 day of November of 2023.

BETWEEN

1. **Swastik Infra Developers** a partnership firm, having its registered office at Khasra No. 493 Opp. St. Jude School, Besides Betwa Vihar JDA Colony, Budha Bhojla Road, Jhansi- 284002 Pan no-AEGFS8493D, through its Partner Mr. Rakesh Singh S/o Late Shri C.S Singh R/o B.No.33, Prem Path Cantt Tehsil & District Jhansi. Aadhaar no-XXXX XXXX 4501 , Mr Nikhil Chhabra S/o Late Shri Kishan Chhabra R/o 360, Civil Lines Jhansi Aadhaar no-XXXX XXXX 2341 , and Mr. Mayur Agarwal S/o Shri Rajesh Kumar Agarwal R/o 769 C P Mission Compound Jhansi Aadhaar no-XXXX XXXX 9855, (Any Two Of Three) the authorization given by all the partners of the firm (hereinafter referred to as the Lead Member which expression unless Repugnant to the context or meaning thereof, be deemed to include its noisiness, successors, wholly owned subsidiaries and the permitted assigns), AND

Mr Swastik Infra Developers Partner  
Mrs Swastik Infra Developers Partner  
Rajesh Kumar  
Rakesh Singh  
 
 
Mayur  
Rajesh Kumar  
 



2. **M/s S.R.K Developers** a partnership firm having there registered office at H.No.360, Civil Lines, Jhansi, represented by Mr. Rajesh Kumar Agarwal S/o Late Shri Jagdamba Prasad R/o 769 C P Mission Compound Jhansi Aadhaar no-XXXX XXXX 0590, Mr. Ankit Chhabra S/o Late Shri Kishan Chhabra R/o 360, Civil Lines Jhansi Aadhaar no-XXXX XXXX 0485 and Mr. Amit Singh S/o Late Shri C.S Singh R/o B.No.33, Prem Path Cantt Tehsil & District Jhansi Aadhaar no-XXXX XXXX 3122.
(Identification through PAN Card ACJFS4328Q).

(Hereinafter referred to as the Consortium member- 1/Land Owner which expression unless repugnant to the context are meaning thereof be deemed to include its nominees successors wholly owned subsidiaries and the permitted assigns). AND

3. **Mr. Rakesh Singh S/o Late Shri C.S Singh** R/o B.No.33, Prem Path Cantt Tehsil & District Jhansi Aadhaar no-XXXX XXXX 4501. (identification through PAN Card ARXPS0378M) (hereinafter referred to as the Consortium member- 2/Land Owner which expression unless repugnant to the context are meaning thereof be deemed to include its nominee successor wholly owned subsidiaries and the permitted assigns).AND



4. Mr. Nikhil Chaabra S/o Late Shri Kishan Chhabra R/o 360, Civil Lines Jhansi Aadhaar no-XXXX XXXX 2341 (identification through PAN Card AJBPC0159Q) (hereinafter referred to as the Consortium

member- 3/Land Owner which expression unless repugnant to the context arc meaning thereof be deemed to include its nominees successors wholly owned subsidiaries and the permitted assigns).

AND

5. Mr. Mayur Agarwal S/o Shri Rajesh Kumar Agarwal R/o 769 C P Mission Compound Jhansi Aadhaar no-XXXX XXXX 9855 (identification through

PAN Card AOTPA9163R) (hereinafter referred to as the Consortium member- 4/Land Owner which expression unless repugnant to the context arc meaning thereof be deemed to include its nominees successors wholly owned subsidiaries and the permitted assigns).

AND

6. Mr. Rajesh Kumar Agarwal S/o Late Shri Jagdamba Prasad R/o 769 C P Mission Compound Jhansi Aadhaar no-XXXX XXXX 0590 (identification through PAN Card ABCPA7682F) (hereinafter referred to as the Consortium member- 5/Land Owner which expression unless repugnant to the

context arc meaning thereof be deemed to include its nominees successors wholly owned subsidiaries and the permitted assigns).

AND

M/s Swastik Infra Developers Partner
M/s Swastik Infra Developers Partner
Rajesh Kumar
Aashish
Mayur
Rajesh Kumar
22/9

आवेदन सं०: 202300860032639

अनुबंध विलेख(सामान्य)

वही सं०: 1

रजिस्ट्रेशन सं०: 10814

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग : 180

श्री Swastik Infra Developers द्वारा
राकेश सिंह अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व० चन्द्र शेखर सिंह
व्यवसाय : व्यापार
निवासी. 33, प्रेमपथ केन्ट तहीसल व जिला झाँसी

R. S. Singh



श्री. Swastik Infra Developers द्वारा

राकेश सिंह अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 03/11/2023 एवं
03:13:27 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Signature]
विवेक कुमार श्रीवास्तव
उप निबंधक :सदर द्वितीय
झाँसी
03/11/2023

निबंधक लिपिक
03/11/2023



प्रिंट करें

वही सं०: 1

रजिस्ट्रेशन सं०: 10814

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्री M/s S.R.K Developers के द्वारा राजेश कुमार अग्रवाल, पुत्र श्री
जगदम्बा प्रसाद अग्रवाल

निवासी: 769, सी०पी० मिशन कम्पाउण्ड तहसील व जिला झाँसी

व्यवसाय: व्यापार

विक्रेता: 2

Rajesh Kumar



श्री M/s S.R.K Developers के द्वारा अंकित छाबडा, पुत्र श्री किशन
छाबडा

निवासी: 360, सिविल लाइन तहसील व जिला झाँसी

व्यवसाय: व्यापार

विक्रेता: 3

Ankit Chhabda



श्री M/s S.R.K Developers के द्वारा अमित सिंह, पुत्र श्री स्व० चन्द्र
शेखर सिंह

निवासी: 33, प्रेमपथ केन्ट तहसील व जिला झाँसी

व्यवसाय: व्यापार

विक्रेता: 4

Amit Singh



श्री अमित सिंह, पुत्र श्री स्व० चन्द्र शेखर सिंह

निवासी: 33, प्रेमपथ केन्ट तहसील व जिला झाँसी

व्यवसाय: व्यापार

विक्रेता: 5

Amit Singh



श्री निखिल छाबडा, पुत्र श्री स्व० किशन छाबडा

निवासी: 360, सिविल लाइन तहसील व जिला झाँसी

व्यवसाय: व्यापार

विक्रेता: 6

Nikhil Chhabda



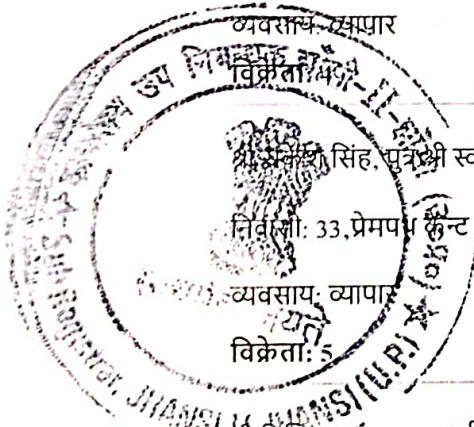
श्री गयूर अग्रवाल, पुत्र श्री राजेश कुमार अग्रवाल

निवासी: 769, सी०पी० मिशन कम्पाउण्ड तहसील व जिला झाँसी

व्यवसाय: व्यापार

विक्रेता: 7

Gayur Agrawal



NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER: -

1. Lead Member:

1.1 Consortium members mutually decided to appoint **Swastik Infra Developers**, as Private Developer and Lead Member.

2. Aim and Scope of Consortium Agreement:

2.1 The aim of this **Consortium Agreement** is for the development of the residential cum commercial project **Swastik City** at village-Budha in the Tehsil & Dist.-Jhansi, State of Uttar Pradesh.

2.2 The Lead Member shall solely by its signature prepare and submit a proposal and map for the selection/ approval of the Developer Consortium for development of residential projects and shall design, Develop, finance, construct, sell operate and maintain the property of other consortium members in this project.

2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties of all the consortium members.

3. Project Management Structure and Rules of the Members:

Swastik Infra Developers, Consortium shall act as a Private Developer as per definition of Jhansi Development Authority and arrange for Land and finances for the project. **No land is being transferred by this Agreement.**

4. Funding and Basis of Sharing the Expenditure and Remuneration:

M/s Swastik Infra Developers
Partner

M/s Swastik Infra Developers
Partner

Maya

Rajesh Kumar

Devi Singh

M/s Swastik Infra Developers
Partner

M/s Swastik Infra Developers
Partner

Maya

Rajesh Kumar

Devi Singh

श्री राजेश कुमार अग्रवाल, पुत्र श्री स्व० जगदम्बा प्रसाद
निवासी: 769, सी०पी० मिशन कम्पाउण्ड तहसील व जिला झाँसी
व्यवसाय: व्यापार



विक्रेता: 8 *Rajesh Kumar*

श्री पूरन सिंह, पुत्र श्री घनश्याम सिंह

निवासी: शोतयाना मोहल्ला पश्चिमी सिनोनिया जिला टीकमगढ़

व्यवसाय: व्यापार

220



क्रेता: 1

श्री Swastik Infra Developers के द्वारा राकेश सिंह, पुत्र श्री स्व० चन्द्र
शेखर सिंह

निवासी: 33, प्रेमपथ कैन्ट तहसील व जिला झाँसी

व्यवसाय: व्यापार

Rakesh Singh



क्रेता: 2

श्री Swastik Infra Developers के द्वारा निखिल छाबडा, पुत्र श्री स्व०
किशन लाल छाबडा

निवासी: 360, सिविल लाइन तहसील व जिला झाँसी

व्यवसाय: व्यापार

Nikhil Chhabda



क्रेता: 3

श्री Swastik Infra Developers के द्वारा मयूर अग्रवाल, पुत्र श्री राजेश
कुमार अग्रवाल

निवासी: 769, सी०पी० मिशन कम्पाउण्ड तहसील व जिला झाँसी

व्यवसाय: व्यापार

Mayur



ने विप्लवान स्वीकार किया। जिनकी पहचान
पहचानकर्ता:

श्री सोरभ जोशी, पुत्र श्री लक्ष्मी नारायण जोशी

निवासी: 600, उच्चवि अट बाहर तहसील व जिला झाँसी

व्यवसाय: अन्य

पहचानकर्ता: 2 *Saurabh Joshi*



श्री दीप सिंह कुशवाहा, पुत्र श्री चउलाल

निवासी: 397, मथुरा कॉलोनी सिमराहा तहसील व जिला झाँसी

व्यवसाय: अन्य

Deep Singh

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



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विवेक कुमार श्रीवास्तव
उप निबंधक : सदर द्वितीय

4.1 The Swastik Infra Developers, Consortium shall raise loans from the Financial Institution Banks by depositing title deeds of consortium member and execute mortgage deed by its signature for the project. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium member. Consortium member have no objection in mortgaging their title deeds before any Financial Institution / Banks.

4.2 The Land of Consortium Member would be treated as expenditure on their part. And all expense involved in obtaining requisite licenses, permissions, sanctions from the concerned authorities and development works, construction works of the project shall be incurred and paid by the Lead Member.

5 .GENERAL TERMS AND CONDITIONS:

5.1 Roles and Responsibilities:

Every member of the consortium shall be individually responsible for discharging his obligation as specified in Schedule – 1 and jointly and severally liable for the successful completion of the entire project.

5.2 Power:

Consortium Member - 1 -6 will not have any right claim on open area, common facilities. common amenities, common area, common passage. of the project and these area will solely owned possessed and manage by lead member.

M/s Swastik Infra Developers
Partner

M/s Swastik Infra Developers
Partner

Rajesh Kumar

AD

Majuro

Rajesh Kumar

2/2/17

5.3: GOVERNING LAW:

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

5.4 FORCE MAJEUR:

None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeure circumstances shall include, but without any Limitation to war, civil consortium, ratio. Act of God, Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.

5.5 SETTLEMENT OF DISPUTES:

All members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event of the members failing to amicably resolve any dispute in the forgoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be final and binding.

5.6 WAIVER:

The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.

M/s Swastik Infra Developers Partner M/s Swastik Infra Developers Partner Rajesh Kumar Asish

The image shows two rows of signatures and fingerprints. The top row includes signatures for 'Partner' (twice), 'Rajesh Kumar', and 'Asish', with corresponding fingerprints. The bottom row includes signatures for 'Partner' (twice), 'Rajesh Kumar', and another signature, with corresponding fingerprints. The text 'M/s Swastik Infra Developers' is written above the first two signatures in each row.

5.7-TOTALITY:

This Consortium 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 Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Consortium agreement. This Consortium Agreement also supersedes all previous communications and other consortium agreement between the members written or oral for this project. All the consortium members are bound with their responsibility as per schedule no-1 for completion of project.

5.8. CONFIDENTIALITY:

All members shall be under obligation not to disclose any information of terms of this Consortium agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be share by any other outside agency Except the Government of Uttar Pradesh.

5.9 NOTICES:

Any notice required pursuant to this Consortium Agreement shall be give 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 Consortium Agreement.

M/s Swastik Infra Developers Partner [Signature] M/s Swastik Infra Developers Partner [Signature] Rajesh Kumar [Signature] [Signature] [Signature]
[Fingerprint] [Fingerprint] [Fingerprint] [Fingerprint] [Fingerprint] [Fingerprint]
[Signature] [Signature] [Signature] [Signature] [Signature] [Signature]
[Fingerprint] [Fingerprint] [Fingerprint] [Fingerprint] [Fingerprint] [Fingerprint]

5.10 MODIFICATION AMENDMENT:

The terms and conditions of this Consortium Agreement may be Modified / amended as may be stipulated by the Government of Uttar Pradesh or mutually agreed by the consortium members.

VALIDITY:

5.11 TERMINATION OF CONSORTIUM AGREEMENT:

The Consortium Agreement shall be valid and enforceable till the completion of the Project.

5.12 MISCELLANEOUS/ LIABILITY:

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 1 regarding their specific, roles and responsibilities undertaken by them under this agreement.

IN WITNESS WHEREOF the lead member and consortium members have executed this Consortium Agreement on this dt.03/11/2023 at Jhansi and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

M/s Swastik Infra Developers
Partner
M/s Swastik Infra Developers
Partner
Rishikumar
Ashish
G.D.S

M/s Swastik Infra Developers
Partner
M/s Swastik Infra Developers
Partner
Rishikumar
G.D.S

The image shows two rows of signatures and fingerprints. The top row has five items: a signature 'Dhruv' with a fingerprint, a signature 'M/s Swastik Infra Developers' with a fingerprint, a signature 'M/s Swastik Infra Developers' with a fingerprint, a signature 'Rishikumar' with a fingerprint, and a signature 'Ashish' with a fingerprint. The bottom row has four items: a signature 'Dhruv' with a fingerprint, a signature 'M/s Swastik Infra Developers' with a fingerprint, a signature 'M/s Swastik Infra Developers' with a fingerprint, and a signature 'Rishikumar' with a fingerprint. There is also a signature 'G.D.S' with a fingerprint to the right of the bottom row.


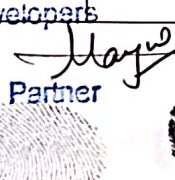
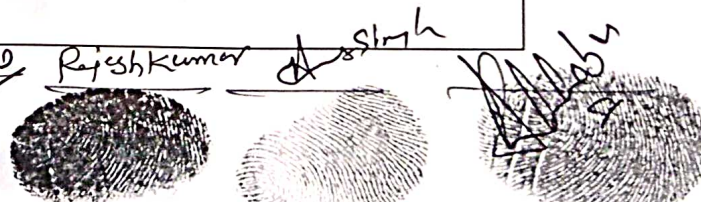
SCHEDULE -1







Roles and Responsibilities of Each Individual Member of the Consortium


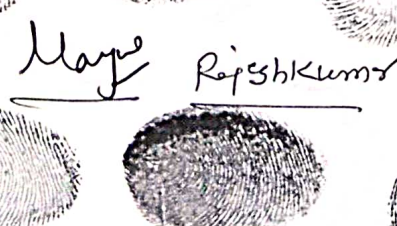

(Refer Clause -5.1, 5.6 and 5.11)

(Description of Roles and Responsibilities of each Individual Member of the Consortium)

Sr.No	Type of Member	Roles and Responsibilities
1.	Lead Member Swastik Infra developers Opp. St. Jude School, Besides Betwa Vihar JDA Colony, BudhaBhojla Road, Jhansi- 284002	To obtain requisite licence,Permissions sanctions, andapprovalfor development and - construction, execution of developmentandConstruction work, maintenance ofservices, management and disposal ofproperties of members.
2.	Member-1 M/s S.R.K Developers a partnership firm having there registered office at H.No.360, Civil Lines	To give absolute discretion about land situated at Mauza Budha, Tehsil & District Jhansi to lead member and shall provide the land and land should be free from anylitigation, encumbrances, lien or anyother charges. He shall indemnify the lead member due to any defect in title.

M/s Swastik Infra Developers Partner  M/s Swastik Infra Developers Partner  Maye Rajeshkumar Singh 

Diya  Maye Rajeshkumar  2207 

3.	<p>Member-2 Mr. Rakesh Singh S/o Late Shri C.S Singh R/o B.No.33, Prem Path Cantt Tehsil & District Jhansi</p>	<p>To give absolute discretion about land at Mauza Budha Tehsil & District Jhansi to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.</p>
4.	<p>Member -3 Mr. Nikhil Chaabra S/o Late Shri Kishan Chhabra R/o 360, Civil Lines Jhansi</p>	<p>To give absolute discretion about land at Mauza Budha Tehsil & District Jhansi to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.</p>
5.	<p>Member -4 Mr. Mayur Agarwal S/o Shri Rajesh Kumar Agarwal R/o 769 C P Mission Compound Jhansi</p>	<p>To give absolute discretion about land at Mauza Budha Tehsil & District Jhansi to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.</p>

M/s Swastik Infra Developers

M/s Swastik Infra Developers

Rajesh Kumar

Ajesh

Rajesh Kumar

Duige


Partner

Duige


Partner


Mayur


Mayur


Rajesh Kumar


Rajesh Kumar


Duige


Duige


Mayur


Mayur

Rajesh Kumar

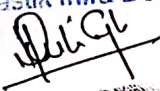


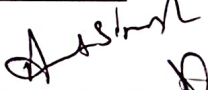
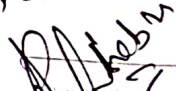




22/07

6.	<p>Member -5</p> <p>Mr. Rajesh Kumar Agarwal S/o Late Shri Jagdamba Prasad R/o 769 C P Mission Compound Jhansi</p>	<p>To give absolute discretion about land at Mauza Budha Tehsil & District Jhansi to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.</p>
7.	<p>Member -6</p> <p>Mr. Pooran S/o Shri Ghanshyam R/o 57, Civil Lines, Jhansi</p>	<p>To give absolute discretion about land at Mauza Budha Tehsil & District Jhansi to lead member and shall provide the land and land should be free from any litigation, encumbrances, lien or any other charges. He shall indemnify the lead member due to any defect in title.</p>

M/s Swastik Infra Developers M/s Swastik Infra Developers

 Partner
 Partner
 Rajesh Kumar
 Ashish
 Shobha

 Partner
 Partner
 Rajesh Kumar
 2207

Date 03/011/2023

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बही संख्या 1 जिल्द संख्या 10430 के पृष्ठ 49 से 76 तक क्रमांक 10814 पर दिनांक 03/11/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विवेक कुमार श्रीवास्तव
उप निबंधक : सदर द्वितीय
झांसी
03/11/2023

