**CONSORTIUM AGREEMENT**

This CONSORTIUM AGREEMENT (hereinafter referred to as the AGREEMENT) is made at Mathura and entered into this 21<sup>st</sup> days of November 2023.

**Between**

1. Sh. Pratap Singh S/o Late Mohar Singh R/o- Moti Kunj Extension, Mathura-281001 hereafter referred to as Co-promoter which expression shall unless repugnant to the context thereof include its successors of the FIRST PART. Mob No-9837895000, PAN: AQTPS2931D  
The right of document presentation and registration to Mr. Ram Agrawal S/o Late Uma Shankar Agrawal R/o 13-Jai Shri Colony, Sahganj Darwaja, Mathura-281001 through Power of attorney which has been registered in the office of Sub Registrar, Mathura on book no. 1 Volume Vol. No. 33 at page no.163-166 dated 30/12/2003 on behalf of Signatory Pratap Singh S/o Late Mohar Singh R/o Moti Kunj Extension, Mathura-281001.

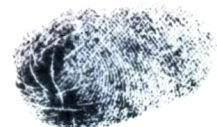
**AND**

2. **M/s. SJP Global Ltd. (CIN: U70102UP2010PLC040335) (Promoter Rera Reg. No: UPRERAPRM13959)**, a Company Registered under the Companies Act 1956, having its Registered Office at 111 Shri Jamuna Dham, Goverdhan Crossing, Mathura-281004, through its director Mr. Pradeep Kumar S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham, Goverdhan Road, Mathura, Uttar Pradesh-281004 duly authorized vide Board Resolution dated 31.03.2022 hereafter referred to as Owner/Promoter which expression shall unless repugnant to the context thereof include its successors of the SECOND PART.  
Mob No-9837087474, PAN: AAOCS1715M  
The right of document presentation and registration to Mr. Rasbihari Agrawal S/o Shri Mohan Lal Agrawal R/o Pathak Gali, Rajadhiraj Bazar, Mathura through Power of attorney dated 09/12/2004 Which has been Registered in the office of Sub Registrar Mathura book no. 6 Volume Vol. No. 1 at page no. 27 Serial No. 6 on Dated 09/12/2004 on behalf Signatory Pradeep Kumar S/o Late Shri Jamuna Prasad Agrawal R/o 82, Shri Jamuna Dham, Goverdhan Road, Mathura-281004

AND WHEREAS the FIRST PARTY named above seized and possessed to all that pieces or parcel of land situated at Mauza - Satoha Asgarpur bearing Khasra No. 89 (P), 98(P) and 109(P) Distt. - Mathura (U.P.) - 281004, (hereinafter referred to as the "said Land")

Whereas First Party has introduced the aforesaid land bearing khasra no- 89 (P), 98(P) and 109(P) Distt. -Mathura (U.P.) - 281004 as capital contribution in the firm (SJP Global) and after contributing the land as capital, as per section 14 of the Indian partnership Act-1932, all ownership right with regard to aforesaid land which was initially vested to first party, vested in firm from the date of contribution in the firm (SJP Global). That later on said firm SJP Global, a partnership firm converted in to company named as SJP Global Limited and as per section 575 of the The Companies Act-1956, SJP Global Limited became the owner of the

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aforesaid Land that in present that first party don't have any right, title and interest in any manner whatsoever in land bearing khasra no- 89 (P), 98(P) and 109(P) and SJP Global limited is the exclusive owner pertaining to the land bearing khasra no- 89 (P), 98(P) and 109(P). That First party or his legal heirs / Successors will not claim any right title or interest in any manner whatsoever in respect of aforesaid land.

WHEREAS the Developer pools the hand with Co-Promoter for development of above piece of land therefor Co-Promoter and developer agree to develop and construct land bearing khasra No. 89 (P), 98(P) and 109(P). The project under name & style of "**Shi Radh Gulmohar-5**" will be developed on the land situated at Mauza - Satoha Asgarpur bearing Khasra No. 89 (P), 98(P) and 109(P), Distt. - Mathura (U.P.) - 281004 and the area if any remains balance in khasra no -89 (P), 98(P) and 109(P), it will also be developed by the developer.

All the above parties for the purpose of this agreement hereinafter individual called the Member and collectively called the members.

NOW, THEREFORE, This agreement witness as follows:-

## 1. Definitions and Interpretations

### Definitions:-

- 1.1 Applicant means the Developer /Owner who will file the Application with the Authorities as Consortium Applicant.
- 1.2 Consortium means the Consortium formed between the Members in accordance with this AGREEMENT.
- 1.3 AGREEMENT (Memorandum of Understanding) means legal documents describing the terms and details of an agreement between two or more parties include each party role and responsibilities.
- 1.4 Promoter means M/s. SJP Global Limited for development and construction on the land bearing Khasra no-89 (P), 98(P) and 109(P) that may be developed in the name viz; "**Shri Radha Gulmohar-5**".

### 1.5 Interpretation

- a. For the purpose of this agreement, 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.
- b. Reference to a person if any shall where the context so admits include reference to natural person partnership, Partnership firms, Companies, Bodies Corporate and association, whether incorporated or not or any other organization or entity

प्रताप




- including any government or political sub division, ministry, department of agency thereof.
- c. The headings and sub headings are inserted for convenience only and shall not affect the construction and interpretation of this agreement.
  - 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.

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

**2. Lead Member:**

- 2.1 The entire Consortium Member, have mutually decided to appoint M/s. SJP Global Limited as Developer and lead member.

**3. Aim & Scope of Consortium Agreement:**

- 3.1 The Sole Aim of this Consortium Agreement is Development of the aforesaid project.
- 3.2 The Lead member has prepared and submitted a Proposal to design, Develop the said Project.
- 3.3 The Lead member shall prepared and submitted a Proposal to Finance, construct, Sell, Operate and maintain the said Project.
- 3.4 The Lead member has taken the approval from the Mathura Vrindavan Development Authority vide Map no. MVDA/LD/22-23/0562, dated 14.09.2023.
- 3.5 The Lead member has taken the NOC from the Nagar Nigam, Mathura Vrindavan , Mathura vide Letter, dated 06.04.2023.
- 3.6 The Lead member shall take all type of approval and NOC from RERA, Fire, Pollution and Nagar Nigam, if any cooperation required from the owner than owner will cooperate in all manner.

**4. Shareholding Basis in Consortium:**

- 4.1 M/s. SJP Global limited shall act as lead member in the Consortium.
- 4.2 The Shareholding of the member of the Consortium shall be mutually decided later on.

**5. Purpose of Consortium Agreement**

- 5.1 The Purpose of this agreement is to specify the broad roles and responsibilities of the Members towards the execution of the project including execution of development and construction works, maintenance of services and management and disposal or properties and to set out further rights and obligation of the Members supplementing but not conflicting with those present in this agreement.

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## 6. Duration

- 6.1 This agreement shall come into force and effect on as of the date of Signing of this agreement by the Members unless otherwise terminated earlier, this agreement shall remain effective until complete discharge of all obligation by the members concerning the completion of the Project.

## 7. Coordinator

- 7.1 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 projects. It is hereby agreed by the members that for the purpose of the agreement; Neeraj Sharma S/o Girdhari Lal Sharma authorized Signatory of the Developer/ Promoter will present the lead Member. However, Every Member of the Consortium shall be individually responsible for discharging their Particular obligation as specified in Schedule - 1 and Developer will be solely liable for the Successful Completion of the entire Project.
- 7.2 For the purpose of this agreement; the lead Member shall be single point of Contact for the Authority and shall have the complete and overall responsibility of the management and completion of the Project at its entire costs and risks 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 agreement.
- 7.3 All instructions / Communications from the Authority to the Lead Member shall be duly provided to all the Members of the Consortium by the Lead Member.
- 7.4 For the avoidance of doubt it is hereby clarified that every members of the consortium shall be held individually responsible for the respective obligations mentioned in schedule -1, regarding their specific roles and responsibilities undertaken by them under this agreement.

## 8. Rights & Obligations

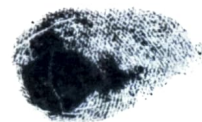
- 8.1 The Lead Member shall be responsible for the transmission of any documents and information Connected with the Project to the Members concerned.
- 8.2 The Representations and declarations made by the lead Member shall be made in accordance with the commercial understanding with the other member to be legally binding on all the members of this agreement.
- 8.3 Developer shall use complete efforts to perform and fulfill promptly, actively and on time, all of its obligations under the agreement and of the Development.

## 9. Roles & Responsibilities towards each other's

- 9.1 Owners undertake to
- I. Develop the aforesaid project in one or more phases.

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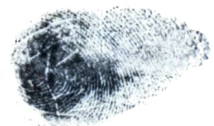
- II. The members shall ensure that subject to provisions of the RERA Act, all required three bank accounts viz: RERA Collection Account (100%), RERA Designated Bank Account (70%), and Expenses account (30%) in relation to the project shall be opened in the name of the lead member. These bank Account shall be operated by representative of the lead Member.
- III. Execute the sale deed of the developed/constructed area in the aforementioned project in favour of the prospective purchasers. The first part has agreed to give conveyance of the said Land and have agreed to execute the Power of Attorney in favour of the person as mutually decided for smooth functioning of the development / construction of the project, complying with any compliance with Government department (Like-RERA, MVDA, Nagar Nigam, Pollution, Fire, GST, Income Tax Etc.) / Non Gov. department and execution of the sale deed in favour of the prospective purchasers.

**9.2 a. Developer undertake**

- I. To Carry out and complete the development as per RERA Registration.
  - II. To be responsible for carrying out and completion of the Development as its entire costs.
  - III. To receive all advances from the prospective purchasers of plots/residential area/commercial area in the aforementioned project in the accounts as specified by the RERA.
  - IV. to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Project and
  - V. To inform other Members of relevant Communications it receives from third Parties in relation to the Project.
- b. Developer shall act in good faith and use all efforts to ensure time bound compliance of their obligations under this agreement promptly act to correct any error therein as soon as it came into the knowledge.
  - c. Each Members shall keep Confidential all information of the confidential nature, whether written or oral, concerning to this agreement.
  - 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.

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## 10. Liabilities

### 10.1 Liability and indemnification

Developer shall indemnify owner absolutely in respect of liability resulting from acts or permissions of itself.

### 10.2 Liability

#### A. Towards third parties:-

The Developer/Lead member shall be solely liable for all claims of third parties, including but not limited to claims of all material suppliers, labour including all compliances related to labour laws, claims of purchasers, agents, financiers etc. all and the owner shall in no manner be called upon for such claims.

#### B. Toward the other member of Consortium

Each member of the consortium shall independently responsible to take decision for executing its part of work through its own resources and also bear the risk associated with it, as per role and responsibility mentioned in attached schedule-I.

It is expressly agreed between the parties that the role of owner is limited to the extent to liabilities as mentioned above in respect all the property which belongs to them and which has been brought in by them in the project as its capital contribution. The owner has otherwise no roles or obligation or entitlement in the present transaction.

## 11. Representations and warranties:-

### 11.1 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 in to this agreement and perform their obligation under this agreement.
- b. This agreement constitutes a valid and binding obligation of the members, enforceable against them in accordance with the terms hereof, and execution delivery and performance of this agreement and all instruments or agreements required here under do not contravene, violate or constitute 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 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 terms of this agreement.
- d. The Members have read, understood and agreed with the terms and conditions of the agreement.

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**12. Relations between Parties:** - The Parties hereto have entered into this agreement on principal to principal basis. Nothing contains herein shall constitute or construe to be an agency or partnership or association of persons or joint venture between the Owners and the Developer and nothing herein contained shall authorize or empower either the owners or the Developer to incur or create or suffer to be created any obligation or commitments on behalf of the other or to act as agent of the other party. Each party shall be personally and by itself responsible to pay and bear their respective income tax and all other applicable taxes, if any arising out of or as a result of this Agreement the Parties hereto shall keep the other fully and effectively indemnified against nonpayment of their respective takes.

**13. Notices :-**

**13.1** Notices, demands or other communication required or permitted to be given or made under this agreement shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.

**13.2** 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 delivery in person or by registered post or courier at the given address.

**14. Arbitration**

**14.1** Any and all disputes or differences between the Members arising out of or in connection with this agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

**14.2** Any dispute arising in connection with this agreement cannot be resolved by the Members in accordance with the terms of this agreement shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration. The place of arbitration shall be Mathura.

**15. Force Majeure**

None of the members shall be held in default in the performance of the obligation, under the agreement in the reverts of force majeure which without any limitation include war, civil commotion riots, Act of God, Government Action, in the revert of force majeure, the members of the Consortium agreement undertake to consult each other.

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**16. Termination of Consortium agreement may be terminated upon the arrival of the first of following events:-**

- 16.1** Upon full payment by developer to Owner, then Owner cease to be consortium member.  
**16.2** Upon Completion of the Project.

**17. Miscellaneous**

- 17.1** The agreement supersedes all prior discussions and agreement (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this agreement in the event of any conflict between the terms of this agreement and the Transaction Documents to be executed subsequently between the Applicant and the Authority, the terms of Transaction Documents shall prevail.
- 17.2** Any provision of this agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in way the remaining provisions hereof.
- 17.3** This agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principal of conflict of laws there under.
- 17.4** The Schedule - 1 shall have the same force and effect as if expressly set in the body of this agreement and any reference to the agreement shall include the Schedule-1.
- 17.5** In case of any change in the members of the Consortium, an amended Consortium agreement shall be submitted by the lead Member to Government Agency.

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आवेदन सं०: 202300764065760

बही सं०: 1

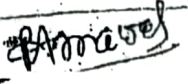
रजिस्ट्रेशन सं०: 24066

वर्ष: 2023

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

श्री भूतापसिंह पुत्र श्री मोहरसिंह अधिकृत  
राम अग्रवाल पुत्र श्री उभाशंकर अग्रवाल  
निवासी गली उठेरान शहर मथुरा

व्यवसाय: अन्य




क्रेता: 1

श्री मैसर्स एस जे पी ग्लोबल लिमिटेड के डायरेक्टर  
प्रदीप कुमार के द्वारा रासबिहारी अग्रवाल, पुत्र श्री  
मोहनलाल अग्रवाल

निवासी: पाठक गली राजाधिराज बाजार मथुरा

व्यवसाय: अन्य




ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

श्री संजय शर्मा, पुत्र श्री रमेशचन्द्र शर्मा

निवासी: श्रीराधा सिटी कालोनी गोवर्धन रोड

व्यवसाय: अन्य




पहचानकर्ता: 2

श्री नदीम, पुत्र श्री शहजाद

निवासी: कजोपाड़ा मथुरा

व्यवसाय: अन्य




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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजीव हैरि स्वामी प्रभारी  
उप निबंधक : सदर प्रथम  
मथुरा

22/11/2023

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

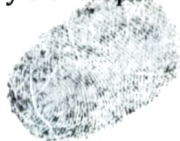
1. Signed, Sealed and delivered by Owner

Mr. Pratap Singh

*Pratap Singh*  


2. Signed, Sealed and delivered by Developer  
 For M/s. SJP Global Limited

Authorized Director, Mr. Pradeep Kumar

*Pradeep Kumar*  


Dated: 21.11.2023

Typed By: Arti Agrawal, Mathura

Drafted By; Subash Kumar Chaturvedi Advocate Mathura

**Witness: 1**

*Sanjay Sharma*

1. Signature.....
2. Name: Sanjay Sharma S/o Ramesh Chand Sharma
3. Address: Village-Dhana Teja, Mathura  
 Mob No-8035301047



**Witness: 2**

1. Signature..... *Nadeem*
2. Name: Nadeem S/o Sehjad
3. Address: Kanjipada, Mathura  
 Mob No-6397423302



11/22/23,

आवेदन सं०: 202300764065760

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 24066

वर्ष: 2023

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

श्री मैसर्स एस जे पी ग्लोबल लिमिटेड के डायरेक्टर प्रदीप कुमार द्वारा  
 रासबिहारी अग्रवाल प्रमाणीकृत मुह्तार,  
 पुत्र श्री मोहनलाल अग्रवाल  
 व्यवसाय : अन्य  
 निवासी: पाठक गली राजाधिराज बाजार मथुरा




श्री, मैसर्स एस जे पी ग्लोबल लिमिटेड के  
 डायरेक्टर प्रदीप कुमार द्वारा  
 ने यह लेखपत्र इस कार्यालय में दिनांक  
 22/11/2023 एवं 04:50:36 PM बजे  
 निबंधन हेतु पेश किया।

रासबिहारी अग्रवाल  
 प्रमाणीकृत मुह्तार

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजीव हैरिस्ट्रीकरण अधिकारी  
 उप निबंधक : सदर प्रथम  
 मथुरा  
 22/11/2023



## Schedule-1

**Role & Responsibilities of each member of the Consortium**  
**(Describe the Role & Responsibilities of each individual member of the Consortium)**

S.No.	Type of the member	Role & Responsibilities
1	Lead Member Name: M/s. SJP Global Limited Address: 111, Shri Jamuna Dham, Goverdhan Crossing, Mathura- 281004	Overall Management & Implementation of Project
2	Member Name: Mr. Pratap Singh Address: Moti Kunj Extension, Mathura, Uttar Pradesh-281001	Provided Land as per Transaction Documents / partnership deed.

प्रताप




आवेदन सं०: 202300764065760

बही संख्या 1 जिल्द संख्या 18714 के पृष्ठ 1 से 14 तक क्रमांक 24066 पर दिनांक 22/11/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजीव वैकुण्ठ प्रभारी  
उप निबंधक : सदर प्रथम  
मथुरा  
22/11/2023

प्रिंट करें

