



## CONSORTIUM MEMORANDUM OF UNDERSTANDING

Stamp paid Rs. 1000/- Stamp Attached

This **COSORTIUM MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the MOU) is made at Jhansi and entered into this 23<sup>rd</sup> December 2023

### Between

- 1- M/s Shreeji Infra Buildwell LLP(PAN-AEZFS-4300-N) a Limited Liability Partnership Firm Registered under LLP Act, 2008 having its Registered Office at 1730/1, Manu Vihar, Civil Lines, Jhansi having authorized signatory namely Nitin Singhal S/o Ramteerth Singhal residing at Opposite Hansari Bus Stop, Hansari, Jhansi Identified By Adhaar Card No. XXXX XXXX 0458 Mob. No. 9452599999 Occupation- Business (Hereinafter called the "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 party;  
(PAN:AVDPS-5830-J)

### AND

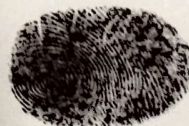
- 2- Ashok Kumar Rajak, an individual, S/o Deendayal Rajak residing at Ward No. 14, Gram Harshmau, Tehsil Niwadi, Niwadi Identified By Adhaar Card No. XXXX XXXX 7808 Mob. No. 9450927329 Occupation- Business (Hereinafter referred to as the "Consortium Member") (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Second Party (PAN-GVPPR-2288-B);

**AND WHEREAS** the **PARTIES** named above seized and possessed to all that pieces or parcel of land situated at Mauza-Simardha, Jhansi.

*Nitin Singhal*



*Ashok Kumar Rajak*



आवेदन सं०: 202300860037845

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 294

वर्ष: 2023

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

श्री अशोक कुमार रजक ,

पुत्र श्री दीनदयाल रजक

व्यवसाय : व्यापार

निवासी: वार्ड नं० 14, ग्राम हर्षमऊ तहसील व जिला निवाड़ी

अशोक कुमार रजक



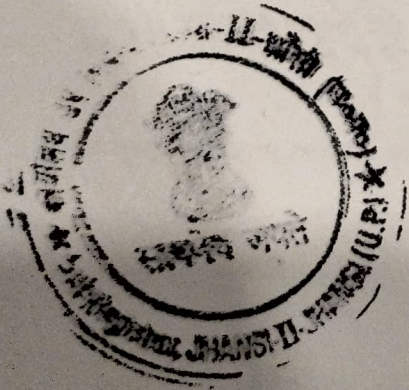
ने यह लेखपत्र इस कार्यालय में दिनांक 29/12/2023 एवं 12:37:42 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विवेक कुमार श्रीवास्तव  
उप निबंधक :सदर द्वितीय  
झांसी  
29/12/2023

निबंधक लिपिक  
29/12/2023

प्रिंट करें



Mr. Ashok Kumar Rajak owns the above-mentioned land parcel situated at Simardha, Jhansi and have agreed with M/s Shreeji Infra Buildwell to develop his land.

Both the above parties for the purpose of this MOU hereinafter individual called the Member and Member and collectively called the member.

NOW, THEREFORE, This MOU witness as follows: -

**1. Definitions and Interpretations**

**Definitions: -**

- 1.1 Applicant means the Developer 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 MOU.
- 1.3 "Competent Authorities" means all or any one of followings viz UP RERA authority, Development authority, Government department or agency under law.
- 1.4 "RERA Act" means the Real Estate (Regulation and Development) Act, 2026 read with all rules and regulations made there under and as amended or re-enacted from time to time.
- 1.5 MOU (Memorandum of Understanding) means legal documents describing the terms and responsibilities.
- 1.6 Promoter means Mr. Ashok Kumar Rajak for this agreement with M/s Shreeji Infra Buildwell LLP.

ashok kumar rajak



अशोक कुमार राजक



आवेदन सं०: 202300860037845

बही सं०: 4

रजिस्ट्रेशन सं०: 294

वर्ष: 2023

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

श्री मेसर्स श्रीजी इन्फ्रा बिल्डवेल एलएलपी के द्वारा नितिन सिंघल,  
पुत्र श्री रामतीर्थ सिंघल

निवासी: हंसारी बस डिपो के सामने हंसारी जिला झांसी

व्यवसाय: व्यापार

द्वितीय पक्ष: 1

*नितिन सिंघल*



श्री अशोक कुमार रजक, पुत्र श्री दीनदयाल रजक

निवासी: वार्ड नं० 14, ग्राम हर्षमऊ तहसील व जिला निवाड़ी

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

*अशोक - इमरु रजक*



श्री सौरभ गुप्ता, पुत्र श्री दामोदर दास गैड़ा

निवासी: 1730/1, मनु विहार कॉलोनी, सिविल लाइन झांसी

व्यवसाय: व्यापार

पहचानकर्ता: 2

*Saurabh*



श्री राजेश कुमार सिंह, पुत्र श्री भगवान सिंह

निवासी: 1077/1, रायगंज सीपरी बाजार झांसी

व्यवसाय: प्रिंटेज लेखक

पहचानकर्ता: 1

*Rajesh*



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

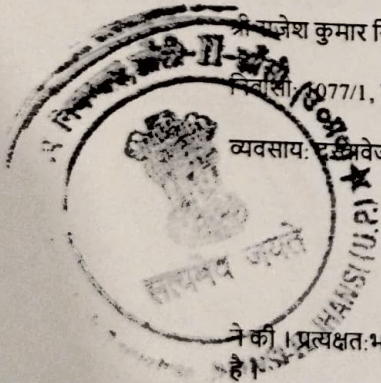
विवेक कुमार श्रीवास्तव  
उप निबंधक : सदर द्वितीय  
झांसी

29/12/2023

निबंधक लिपिक झांसी

29/12/2023

प्रिंट करे



**Interpretation: -**

- 1.7 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 bodies Corporate and association, whether incorporated or not or any other organization or entity including any government or political sub division ministry, department of agency thereof. The headings and sub headings are inserted for convenience only and shall not affect the construction and interpretation of this MOU.
- 1.8 References to the word include and including shall be construed without Limitation. Any reference to day shall mean a reference to a calendar day.
- 1.9 Any word or phrase defined in the body of this Agreement as opposed to being defined in the definition section above shall have the meaning assigned to it in such definitions throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

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 Shreeji Infra Buildwell LLP 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 shall prepare and submit a Proposal, design, Develop, Finance, construct, Sell, Operate and maintain the said Project.

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#### 4. Purpose of Consortium Agreement

- 4.1 The Agreement is being executed to achieve a common purpose of development of a real estate project (REP) wherein both the parties pool their resources and expertise for achievement of common purpose.
- 4.2 The present Agreement is being executed to fix and specify the broad roles and responsibilities of the members towards the execution of the project including preparation of Detailed Project Report, securing of clearance, execution of development and construction works, maintenances of services and management and disposal of units and to set out further rights and obligations of the Members.
- 4.3 Each party i.e., Member is responsible for their own defined scope of responsibilities as an Independent Contractor as has been agreed and detailed out in later part of this Agreement.

#### 4. Duration

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 complete discharge of all obligation the members concerning the completion of the Project.

#### 5. Coordinator

- 5.1 This 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 Shreeji Infra Buildwell LLP will present the lead Member. However, Every Member of the Consortium shall be individually responsible for discharging their particular obligation as may be decided

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mutually and Developer will be solely liable for the successful completion of the entire Project.

- 5.2 For the purpose of this MOU the lead Member shall be single point of contact for the Authority and shall have the complete and over all 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 MOU.
- 5.3 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.
- 5.4 For the avoidance of doubt it is hereby clarified that every member of the consortium shall be held individually responsible for the respective obligations as may be mutually decided regarding their specific roles and responsibilities undertaken by them under this MOU.

#### 6. Roles & obligations of lead member

- 6.1 The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.
- 6.2 Specific role of Member and Lead Member is given under Schedule -1 of this Agreement.
- 6.3 The Representations and declaration made by the lead Member shall be made in accordance with the commendable understanding with the other member to be legally binding on all of its obligation under the MOU and of the Development.
- 6.4 Each Member is an independent constituent to consortium and agrees to undertake and represent to each other that they shall abide by the terms and conditions of this Agreement.
- 6.5 The Members shall ensure that subject to provisions of RERA Act, all required threebank accounts viz. RERA Collection account (100%), RERA Designated Bank account (70%) and Expense account (30%) in relation to the project shall be opened

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in the name of the Lead Member. These Bank accounts shall be operated by the representative of the Lead Member.

## 7. Roles & Responsibilities towards each other


### 7.1 Owners undertake to

- I. Develop the aforesaid project in one or more phases.
- II. Execute the sale deed of the developed/constructed area in the aforementioned project in favor of the prospective purchasers. The SECOND member has agreed to give conveyance of the person as mutually decided for smooth functioning of the development/construction of the project, complying with any compliance with Government department (For e.g., RERA, JDA Nagar Nigam, Pollution Fire, GST, Income Tax Etc.) Non Govt, department and execution of the sale deed in favor of the prospective purchasers.

### 7.2 Lead Member Undertake

- I. To carry out and complete the development at its own cost.
- II. Be responsible for carrying out and completion of the Development as its entire costs.
- III. To receive all the advances from the prospective purchasers of plots/residential area/commercial area in the aforementioned project.
- IV. To promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Project and
- V. To inform other Members of relevant Communications it receives from third party in relation to the Project.

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- VI. Developer shall act in good faith and use all efforts to ensure time bound compliance of their obligation under MOU promptly act to correct any error therein as soon as it came into the knowledge.
- VII. Each Members shall keep confidential all information of confidential nature, whether written of oral, concerning to this MOU
- VIII. Each Members 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.
- IX. To perform the Rights in strict adherence to the terms of this Agreement and in compliance with the applicable Laws including but no limiting to statutory liability such as GST and Income Tax arising from the development of the project.
- X. To apply to UP RERA Authority for registration of the project, in accordance with provisions of RERA Act. Further Lead member shall bear Authority of the purpose given under this agreement.

#### 8. Confidentiality

Each member shall keep confidential all information of the confidential nature concerning to this Agreement, unless such discloser is required (a) to its employees, agents or other person on strictly on need-to-know basis (b) when it is so demanded or required by the competent authorities or counts (c) with the consent of members.

#### 9. Assignment:

Any member shall not be permitted to assign its rights, obligations and interest under this Agreement to any third party without obtaining prior written permission of all members.

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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 towards third parties: -

The Developer shall be solely liable for all claims of third parties, including but not limited to claims of all material suppliers labor including all compliances related to labor laws, claims of purchasers, agents, financiers etc. in relation to carrying on development/construction of the project on the subject plot.

### 10.3 Towards other member of the 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. A member shall not interfere / control work, which are the scope of other member. However, a member can give its suggestion / feedback for the purpose of improving the efficiency of work in the scope of other member.

## 11. Representation and warranties: -

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 MOU and perform their obligation under this MOU.
- b. This MOU constitutes a valid binding obligation of the members, enforceable against them in accordance with the terms hereof, and execution delivery and performance of this MOU and all instruments or agreements 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 of may be bound.

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- c. Each of the representations and warranties shall be construed as a separate representation warranty covenant of any other representation or warranty or by any other terms of this MOU.
- d. The Members have read, understood and agreed with the terms and condition of the MOU.

**12. Relations between Parties: -**

The Parties hereto have entered into this MOU on principal-to-principal basis. Nothing contains herein shall constitute or construe to be an agency of partnership of 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 non-payment of their respective takes.

**13. Notices: -**

- 13.1 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 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 or delivery in the case of service by delivery in person or by registered post or courier at the given address

*nehul Singh*



*अशोक कुमार राज*



**14. Mutual Co-Operation: -**

Each member agreed to extend co-operation and provide all necessary assistant from time to time for the purpose of caring out the transactions contemplated under this Agreement.

**15. Arbitration**

15.1 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.

15.2 Any dispute arising in connection with this MOU 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. The place arbitration shall be Jhansi.

**16. Force Majeure**

None of the members shall be held in default in the performance of the obligation under the MOU in the reverts of force majeure which without any limitation include war, the members of the Consortium MOU under take to consult each other.

**17. Termination of consortium MOU may be terminated upon the arrival of the first of following events: -**

17.1 Upon full payment of developer to Owner, then the owner ceases to be consortium member.

17.2 Upon Completion of the Project.

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**18. Miscellaneous: -**

18.1 The MOU 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 MOU in the event of any conflict between the terms of.

This MOU and the Transaction Documents to be executed subsequently between the Applicant and the Authority, the terms of Transaction Documents shall prevail.

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

18.3 This MOU 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.

**Schedule – I Roles And Responsibilities of Each Individual Member of the Consortium.**

S. N.	Name of Member / Type of Member	Role and Responsibilities
1	SHREE JI INFRA BUILDWELL LLP. (Lead Member)	Responsible for the construction, development of the project and ensuring all compliances in relation to project.  All statutory compliances ana liability relating to development of project such as RERA, GST arising from the project, etc.
2	Mr. Ashok Kumar Rajak (Member)	Providing of subject land along with approval for development of the Project.

IN WITNESS WHEREOF, the Member has entered into this MOU on the day, month and year mentioned above.

Stamp Duty 1,000/- Paid by E-Stamp Certificate No. IN-UP12119882413510V

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अशोक कुमार राजक



WITNESSES: 1 Shri. Saurabh Gupta S/o Shri. Damodar Das Gaida R/o 1730/1, Manu Vihar Colony, Civil Line, Jhansi (U.P) Identify by Aadhar No. XXXX XXXX 1798 Mob- 9616971111 (Occupation-Business)

WITNESSES: 2 Shri Rajesh Kumar Singh S/o Shri Bhagwan Singh R/o 1077/1, Roy Ganj, Sipri Bajar, Jhansi (U.P) Identify by Aadhar No. XXXX XXXX 2727 Mob- 94150401278 (Occupation- Deed Writer)

Date- 23-12-2023

Drafted By : Rajesh Kumar Singh, Deed Writer, Tehsil Campus, Jhansi

(Registration No. 1/2010-11) Mob. No. 9415401278

Type By : Deepak Singh

राजेश कुमार सिंह  
इस्तावेज लेखक तह-झाँसी  
अनुज्ञप्ति संख्या 1 वर्ष 2010/20  
लिया गया शुल्क-  
मिधता वर्ष 20 13 से 20 24 वर्ष

neehulenghal



अशोक गुप्तराज



WITNESSES: 1



Saurabh Gupta

Shri. SAURABH- GUPTA  
S/o Damodar Das GAIDA  
R/o 1730/1, Manu Vihar, Civil  
Line, JHANSI- 284001

WITNESSES: 2




Shri Rajesh Kumar Singh  
S/o Shri Bhagwan Singh  
R/o 1077/1, Roy Ganj, Sipri  
Bazar, Jhansi

आवेदन सं०: 202300860037845

बही संख्या 4 जिल्द संख्या 148 के पृष्ठ 31 से 56 तक क्रमांक 294 पर दिनांक 29/12/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
विवेक कुमार श्रीवास्तव  
उप निबंधक : सदर द्वितीय  
झांसी  
29/12/2023

