

30/4/2022



₹.1000

Rs 1000

INDIA

उत्तर प्रदेश

DESH

BN 184633

04 MAR 2022

CONSORTIUM MEMORANDUM OF UNDERSTANDING

Stamp paid Rs. 1000/- -Stamp Attached

S. R. Ist Mathura

This CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) is made at Mathura and entered into this Days of 2022

PK Agrawal

Agrawal

Ami Kumar Bantia



27/4

Ramesh

Abram

23/04/2022 Kanun A



आवेदन सं०: 202200764020893

अनुबंध वितेख/घोषणा पत्र

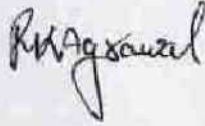
वही सं०: 4

रजिस्ट्रेशन सं०: 304

वर्ष: 2022

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

श्री मैसर्स वृन्दा हाउसिंग प्रा० लि० द्वारा
राजेश कुमार अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री गोविन्द राम अग्रवाल
व्यवसाय: अन्य
निवासी: 75ए जगन्नाथपुरी मधुरा




श्री, मैसर्स वृन्दा हाउसिंग प्रा० लि० द्वारा

राजेश कुमार अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 22/08/2022 एवं
03:01:44 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ए० के० त्रिपाठी
उप निबंधक : सदर प्रथम
मधुरा
22/08/2022
प्रदीप/प्रभाष
निबंधक/लिपिक
22/08/2022

प्रिंट करे

AND

3. Mr. TrilokiNath Agarwal (PAN: AAPPN6773L) S/o Sh. Govind Ram Agarwal R/o MeghaGali, Chawk Bazar, Mathura, Uttar Pradesh -281001 M.-9837094531 hereafter referred to as the Owner-3 which expression shall unless repugnant to the context thereof include its successors of the THIRD PART

AND

4. M/s. Ram Agrawal HUF (PAN:AAFHR2935G) Karta- Sh. Ram Agrawal S/o Late Shri Uma Shanker Agrawal, Mathura, Uttar Pradesh-281001 M.-9837036510 hereafter referred to as the Owner-4 which expression shall unless repugnant to the context thereof include its successors of the FOURTH PART

AND

5. Mrs. SunitaGautam(PAN:AIMPG0230A) W/o Late Sh. DevendraGautam R/o H.No.-C-64, Govind Nagar, , AhilyaGanjBangar, Mathura, Uttar Pradesh-281003 M.-7037604608 hereafter referred to as the Owner-5 which expression shall unless repugnant to the context thereof include its successors of the FIFTH PART

AND

6. Mr. Tejaswa Agrawal (PAN: AKGPA7312P) S/o Sh. Rajesh Agrawal R/o H.No.-75-A, JagannathPuri, Mathura, Uttar Pradesh-281001 M.-9759799000, hereafter referred to as the Owner-6 which expression shall unless repugnant to the context thereof include its successors of the SIXTH PART

AND

7. Mr. Praveen Agrawal (PAN: ALZPA3819M) S/o Sh. Kanhiya Agrawal R/o H.No.-53, JaganathPuri, Near Shri Krishna JanamBhoomi, Mathura, Uttar Pradesh-281001 M.-9897653852 hereafter referred to as the Owner-7 which expression shall unless repugnant to the context thereof include its successors of the SEVENTH PART

AND

8. Mr. Girdhari Lal Agrawal (PAN: ABCPA2845A) S/o Late Sh. Shyam Bihari R/o H.No.-197, Gali No-1 Govind Bagh, Vrindavan, Mathura-281121 hereafter referred to as the Owner-8 which expression shall unless repugnant to the context thereof include its successors of the EIGHT PART

AND WHEREAS the PARTIES named above seized and possessed to all that pieces or parcel of plots situated at Mauza - Alehpur bearing Khasra No. 245, 246, 247, 248 & 249 and MauzaCharora bearing Khasra No. 259, 260, 266, 267, 268, 271 & 290, Vrindavan, Distt - Mathura (U.P.) - 281121, (hereinafter referred to as the "said Land")

RK Agrawal

Agrawal

Amil Kumar Laxton

M. J. A.

Ramesh

IA Agrawal

सुनील दास

Harman S.

आवेदन सं०: 202200764020893.

बही सं०- 4

रजिस्ट्रेशन सं०: 304

वर्ष: 2022

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

श्री मैसर्स वृन्दा हाउसिंग प्रा० लि० के द्वारा राजेश कुमार अग्रवाल, पुत्र श्री
गोविन्द राम अग्रवाल

निवासी: 75ए जगन्नाथपुरी मथुरा

व्यवसाय: अन्य

प्रथम पक्ष: 2

RK Aggarwal



श्री मैसर्स वृन्दा हाउसिंग प्रा० लि० के द्वारा राघव अग्रवाल, पुत्र श्री राम
अग्रवाल

निवासी: 1349 शाहगंज दरवाजा प्लॉट नं०-13/14 जयश्री कालोनी
मसानी चौक मथुरा मो०-9012049000

व्यवसाय: अन्य

द्वितीय पक्ष: 1

Raghuwal



श्री अनिल कुमार गौतम, पुत्र श्री स्व० देवेन्द्र कुमार गौतम

निवासी: सी 64 गोविन्द नगर मथुरा

व्यवसाय: अन्य

द्वितीय पक्ष: 2

Anil Kumar Goutam



श्री त्रिलोकी नाथ अग्रवाल, पुत्र श्री गोविन्द राम अग्रवाल

निवासी: मेघा गली चौक बाजार मथुरा

व्यवसाय: अन्य

द्वितीय पक्ष: 3

त्रिलोकी नाथ

श्री राम अग्रवाल एचयूएफ के द्वारा राम अग्रवाल, पुत्र श्री स्व० उमाशंकर
अग्रवाल

निवासी: मथुरा मो०-9837036510

व्यवसाय: दस्तावेज लेखक

द्वितीय पक्ष: 4

Ramesh



श्रीमती सुनीता गौतम, पत्नी श्री स्व० देवेन्द्र गौतम

निवासी: सी-64 गोविन्द नगर मथुरा

व्यवसाय: अन्य

द्वितीय पक्ष: 5

सुनीता गौतम



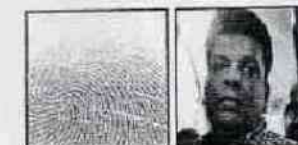
श्री तेजस्व अग्रवाल, पुत्र श्री राजेश अग्रवाल

निवासी: 75ए जगन्नाथपुरी मथुरा

व्यवसाय: अन्य

द्वितीय पक्ष: 6

Tejasw Agrawal



A2

M/s. Vrinda Housing Private Limited, Mr. Anil Kumar Gautam, Mr. Triloki Nath Agarwal, M/s. Ram Agrawal HUF, Mrs. Sunita Gautam, Mr. Tejaswa Agrawal, Mr. Praveen Agrawal and Mr. Girdhari Lal Agrawal have collectively pooled its own land to develop and construct the project under name & style "Shri Vrinda Enclave" situated at Mauza-Alehpur bearing Khasra No. 245, 246, 247, 248 & 249 and Mauza Charora bearing Khasra No. 259, 260, 266, 267, 268, 271 & 290, Vrindavan, Distt. - Mathura (U.P.)

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

NOW, THEREFORE, This MOU witness as follows:-

1. Definitions and Interpretations

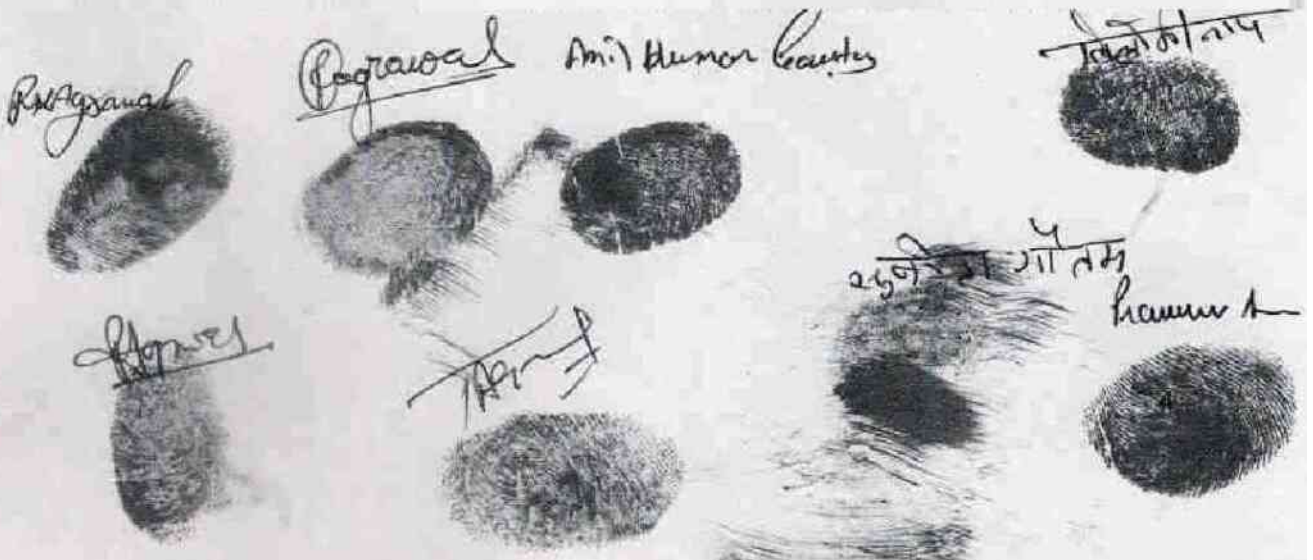
Definitions:-

- 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 MOU (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 VRINDA HOUSING PRIVATE LIMITED for all phases of the project "Shri Vrinda Enclave".

1.5 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

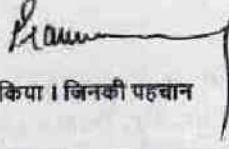
Ram Agrawal
Agarwal Anil Kumar Gautam
Triloki Nath Agarwal
Sunita Gautam
Tejaswa Agrawal
Praveen Agrawal
Girdhari Lal Agrawal



श्री प्रदीप अग्रवाल, पुत्र श्री कन्हैया अग्रवाल

निवासी: 53 जगन्नाथपुरी मथुरा

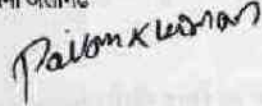
व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री पवन कुमार, पुत्र श्री कृष्णदत्त गौतम

निवासी: साई बिहार कालोनी अलीगढ़

व्यवसाय: अन्य



पहचानकर्ता : 2

श्री सुरेश, पुत्र श्री विशनबाबू

निवासी: राधा मथुरा

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी :
ए० के० त्रिपाठी
उप निबंधक : सदर प्रथम
मथुरा
22/08/2022
प्रदीप अग्रवाल
निबंधक : सौ. पंकज मथुरा
22/08/2022

प्रिंट करे

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.

- 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.

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. VRINDA HOUSING PRIVATE 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 shall prepare and submit a Proposal to design, Develop, Finance, construct, Sell, Operate and maintain the said Project.

4. Shareholding Basis in Consortium:

- 4.1 VRINDA HOUSING PRIVATE 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 MOU

- 5.1 The Purpose of this MOU 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

Prakash



Prakash



Anil Kumar Pant



Prakash



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Prakash



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Prakash



properties and to set out further rights and obligation of the Members supplementing but not conflicting with those present in this MOU.

6. Duration

6.1 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 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 project. It is hereby agreed by the members that for the purpose of the MOU; Rajesh Kumar Agrawal, Anil Kumar Gautam and Raghav Agrawal authorized signatories 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 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.

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 MOU.

8. Rights & Obligations

RK Agrawal

R Agrawal

Anil Kumar Gautam

Manoj

Harpreet

Harpreet

23/01/2014

Harpreet

- 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 MOU.
- 8.3 Developer shall use complete efforts to perform and fulfill promptly, actively and on time, all of its obligations under the MOU and of the Development.

9. Roles & Responsibilities towards each others

9.1 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 favour of the prospective purchasers. The SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH & EIGHTH PARTY 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. 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 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.

PK Agrawal

PK Agrawal

Anil Kumar Gaur

Shri. Anil Kumar

Anwar

100% owned

23 नोवेंबर 2014

Shri. Anil Kumar

- b. Developer shall act in good faith and use all efforts to ensure time bound compliance of their obligations under this MOU promptly act to correct any error thereinas 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 MOU.
- 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 thirdparty benefit.

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,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.

It is expressly agreed between the parties that the role of owner-2, 3, 4, 5, 6, 7 & 8 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-2, 3, 4, 5, 6, 7 & 8 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:-

PK Agrawal Agarwal Anil Kumar Gupta ...

...

- 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 and 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 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 MOU.
- d. The Members have read, understood and agreed with the terms and conditions 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 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 taxes.

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.

P. Agrawal



P. Agrawal



Anil Kumar Gupta



M. D. Singh



H. Singh



T. Agrawal



25/01/2011



Kumar



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 MOU 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 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 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 MOU 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 MOU undertake to consult each other.

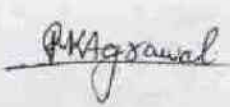






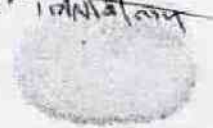
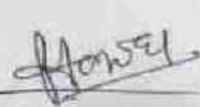







16. Termination of Consortium MOU may be terminated upon he arrival of the first of following events:-

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 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

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|--|--|--|--|
|   |   |   |   |
|   |   |   |   |

- this MOU 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 MOU, 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 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.
- 17.4 The Schedule - 1 shall have the same force and effect as if expressly set in the body of this MOU and any reference to the MOU shall include the Schedule-1.
- 17.5 In case of any change in the members of the Consortium, an amended Consortium MOU shall be submitted by the lead Member to Government Agency.

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

1. Signed, Sealed and delivered by
For M/s. VRINDA HOUSING PRIVATE LIMITED

- Authorized Director, Mr. Rajesh Kumar Agrawal and Mr. Raghav Agrawal
2. Signed, Sealed and delivered by

- Anil Kumar Gautam
3. Signed, Sealed and delivered by

- TrilokiNath Agarwal
4. Signed, Sealed and delivered by
For M/s. Ram Agrawal HUF

R Agrawal

R Agrawal

Anil Kumar Gautam

R Agrawal

R Agrawal

R Agrawal

Triloki Nath Agarwal

R Agrawal

Authorized Karta, Mr. Ram Agrawal

5. Signed, Sealed and delivered by

SunitaGauttam

6. Signed, Sealed and delivered by

Tejaswa Agrawal

7. Signed, Sealed and delivered by

Praveen Agrawal

8. Signed, Sealed and delivered by

Girdhari Lal Agrawal

Witness: 1

1. Signature Pavon Kulkarni

2. Name: पवन कुमार शिंदे

3. Address: सा. वि. टारकावाडी, उरुवाडी

Witness: 2 श. 926773017

1. Signature.....

2. Name: सुरेश ड. विमानबाबू

3. Address: श. 9457077190



Schedule-1

R. Agrawal

R. Agrawal

Amil Kumar Lawte

म. शिंदे

Howel

TH. Agrawal

सुरेश ड. विमानबाबू

Howel

Role & Responsibilities of each member of the Consortium

| S.No. | Type of the member | Role & Responsibilities |
|-------|---|--|
| 1 | Lead Member Name: Vrinda Housing Private Limited Address: Dhobi Ghat, Kishan Ganga Infront of Pani Wale, Gaughat Masani Mathura UP 281001 | Overall Management & Implementation of Project |
| 2 | Member: Anil Kumar Gautam Address: H.No.-C-64, Govind Nagar, Gayatri Tapobhumi, Ahilya Ganj Bangar, Mathura, Uttar Pradesh-281003 | Provide Land as per Transaction Documents |
| 3 | Member: Triloki Nath Agarwal Address: Megha Gali, Chawk Bazar, Mathura, Uttar Pradesh -281001 | Provide Land as per Transaction Documents |
| 4 | Member: Ram Agrawal HUF Address: Mathura, Uttar Pradesh-281001 | Provide Land as per Transaction Documents |
| 5 | Member: Sunita Gattam Address: H.No.-C-64, Govind Nagar, Ahilya Ganj Bangar, Mathura, Uttar Pradesh-281003 | Provide Land as per Transaction Documents |
| 6 | Member: Tejaswa Agrawal Address: H.No.-75-A, Jagannath Puri, Mathura, Uttar Pradesh-281001 | Provide Land as per Transaction Documents |
| 7 | Member: Praveen Agrawal Address: H.No.-53, Jaganath Puri, Near Shri Krishna Janam Bhoomi, Mathura, Uttar Pradesh-281001. | Provide Land as per Transaction Documents |
| 8 | Member: Girdhari Lal Agrawal Address: H.No.-197, Gali No-1 Govind Bagh, Vrindavan, Mathura-281121. | Provide Land as per Transaction Documents |

PK Agrawal



Agarwal



Anil Kumar Gautam



Triloki Nath



Sunita



Ram Agrawal



Tejaswa



Praveen



आवेदन सं०: 202200764020893

बही संख्या 4 जिल्द संख्या 359 के पृष्ठ 265 से 292 तक क्रमांक 304 पर दिनांक 22/08/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ए० के० त्रिपाठी
उप निबंधक : सदर प्रथम
मथुरा
22/08/2022



प्रिंट करें