

506/16



उत्तर प्रदेश UTTAR PRADESH

AW 025585



CONSORTIUM AGREEMENT

This Consortium Agreement is made and executed at Lucknow on this 9th day of August 2016.

BETWEEN

1. Ajit Constructions, a partnership firm, through its Partners Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya and Mrs. Rani Maurya wife of Mr. Ajit Kumar Maurya both resident of B-1/5, L Park, Mahanagar Extension, Lucknow (hereinafter referred to as the Lead Member which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns); AND

For M/s AJIT CONSTRUCTIONS

Ajit Kumar
Partner

For AJIT BRICK FIELD

Ajit Kumar
Proprietor

Rani Maurya
Ra

Km

क्रमांक 1572 दिनांक 9-8-16

कैमल प्रयोजन

नाम अजीत कुमार

पता अजीत कुमार

प्रभा कान्त शुक्ला 127






रा 21-3-2018 तक कलेक्टर अजीत

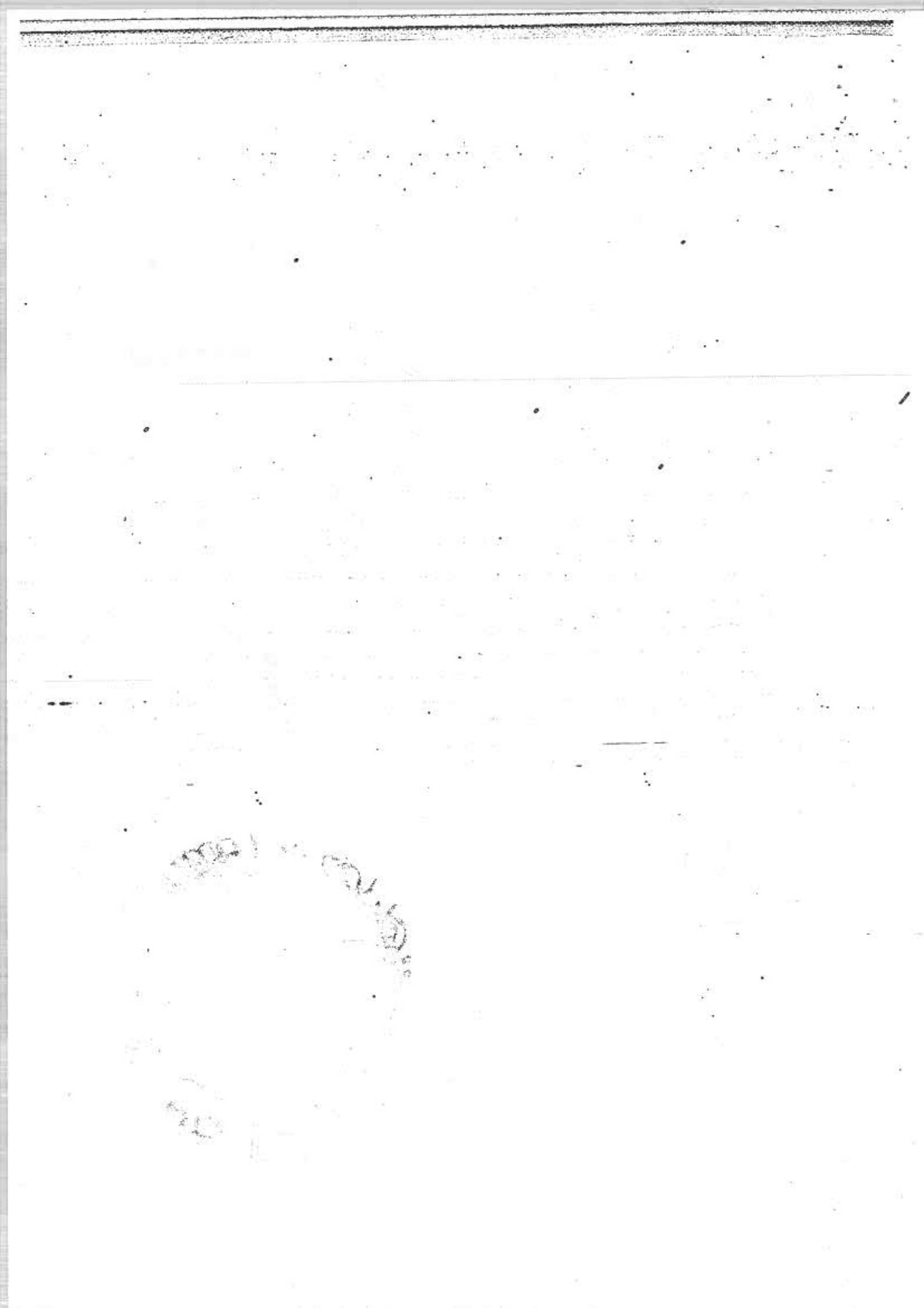


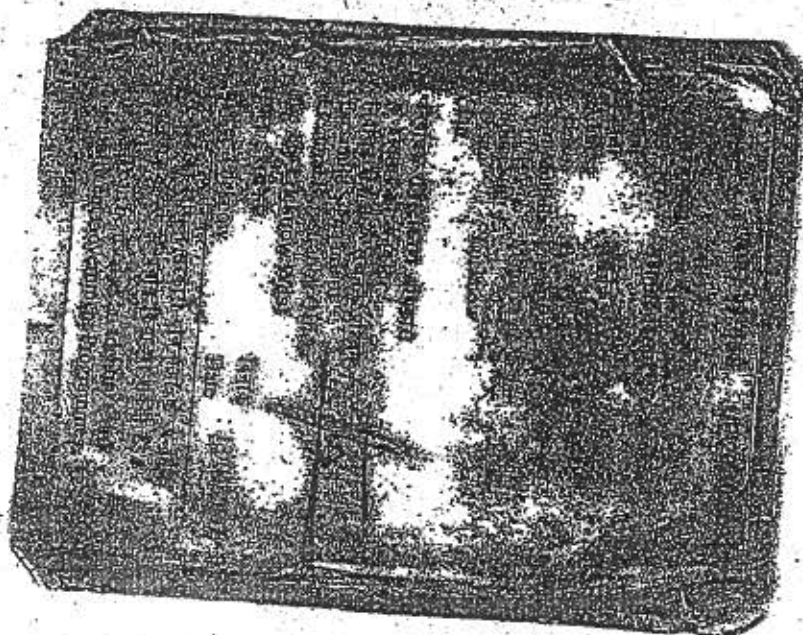
लाला-पाटन-अजीत कुमार (मार्ग)



64 List 30 of 28 = 100


सिलसिले का नम्बर	बही	खण्ड	पृष्ठ	रजिस्ट्रीकरण की तारीख	प्रस्तुतकर्ता निशपदनकर्ता का नाम व पता	पासपोर्ट साइज का नवीनतम फोटोग्राफ
					Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow himself and as partner of Ajit Constructions, and as attorney holder of Buddha wife of Radhey, Awadhesh son of Parsan, Jitendra son of Radhey, Pachoo son of Gudai and as proprietor of Ajit Brick Field.	
					Mrs. Ranj Maurya wife of Mr. Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow herself and as partner of Ajit Constructions	
					Ms. Ekta Maurya daughter of Sri Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow	
					B. R. Singh Advocate Civil Court, Lucknow	
					Surya Prakash Singh Advocate Civil Court, Lucknow	





भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
परचम पर
IDENTITY CARD

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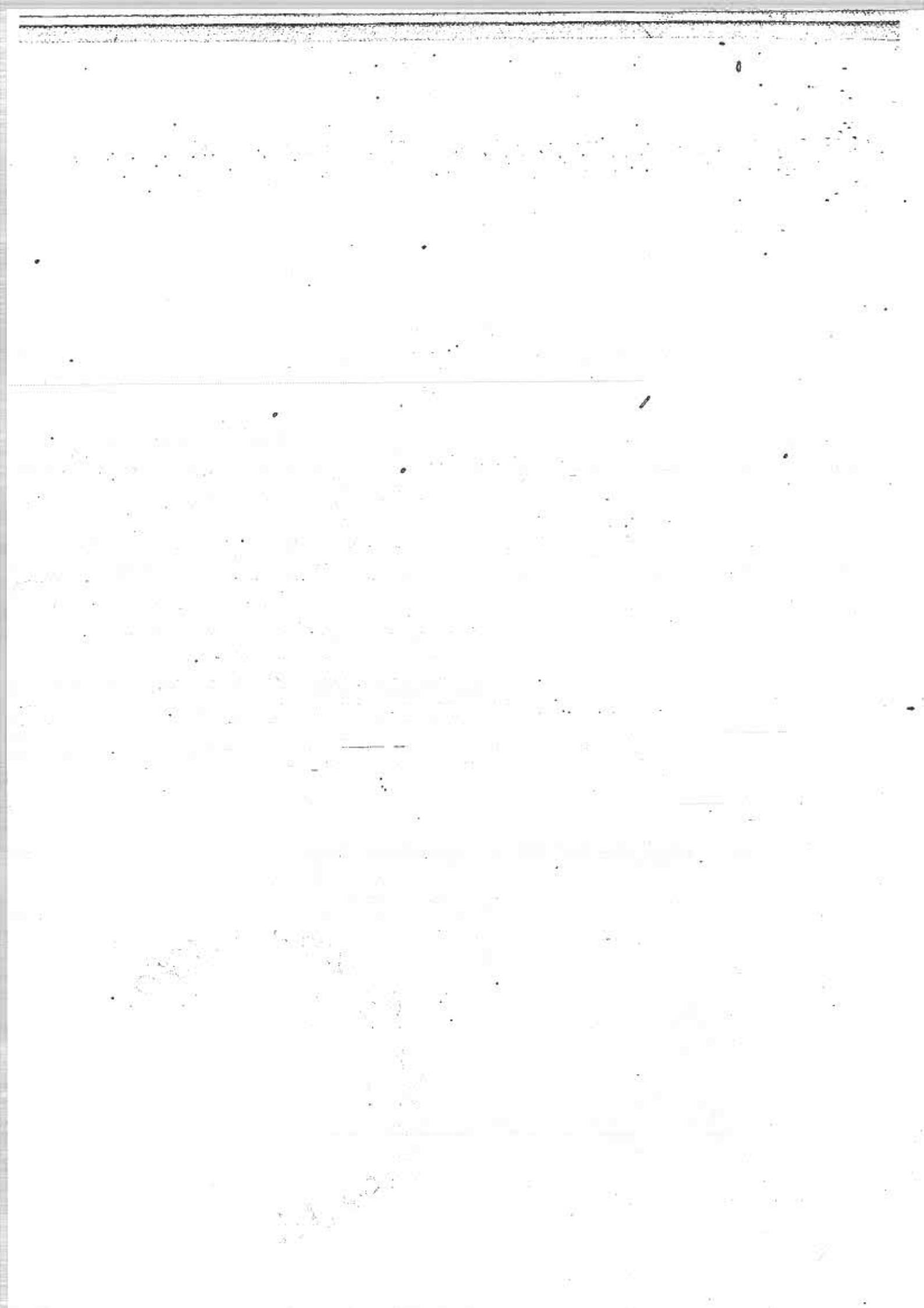


अभिेक का
Title's Name
अभिेक माथुरा
अभिेक का माथुरा
Father's Name
Gireesh Chandra Maurya

दिवस / Sex
1.1.2007 की कागु
Age as on 1.1.2007
45

दिवस / Sex
1.1.2007 की कागु
Age as on 1.1.2007
45

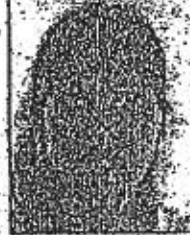
Dist. 741502404



भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA

पहचान पत्र
IDENTITY CARD

UP12010210931223



निर्वाचक का : रानी मौर्या
Elector's Name : Rani Maurya
पति का नाम : अजीत मौर्या
Husband's Name : Ajeet Maurya

लिंग / Sex : स्त्री Female
1.1.2007 की आयु : 39
Age as on 1.1.2007

Rani Maurya

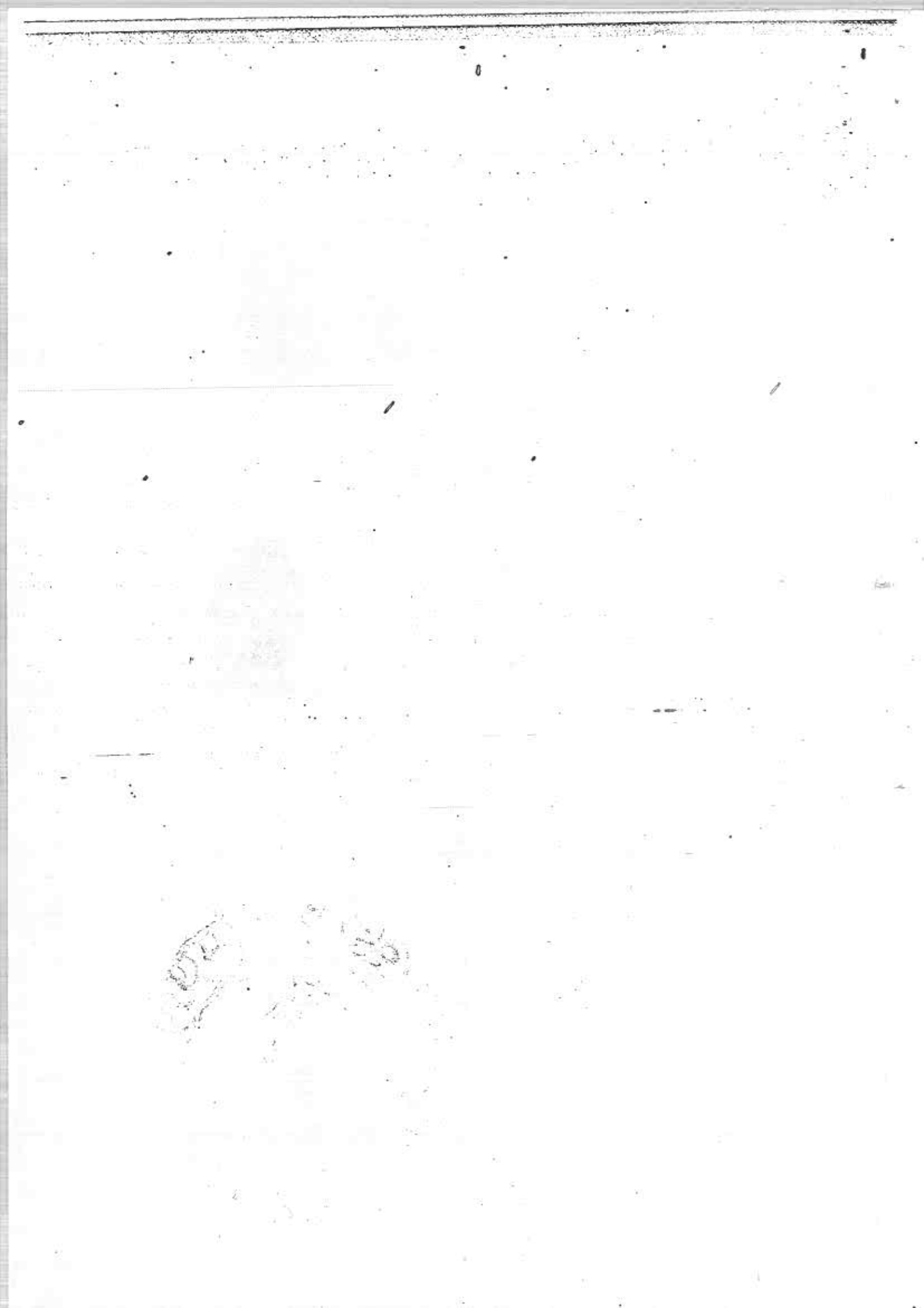
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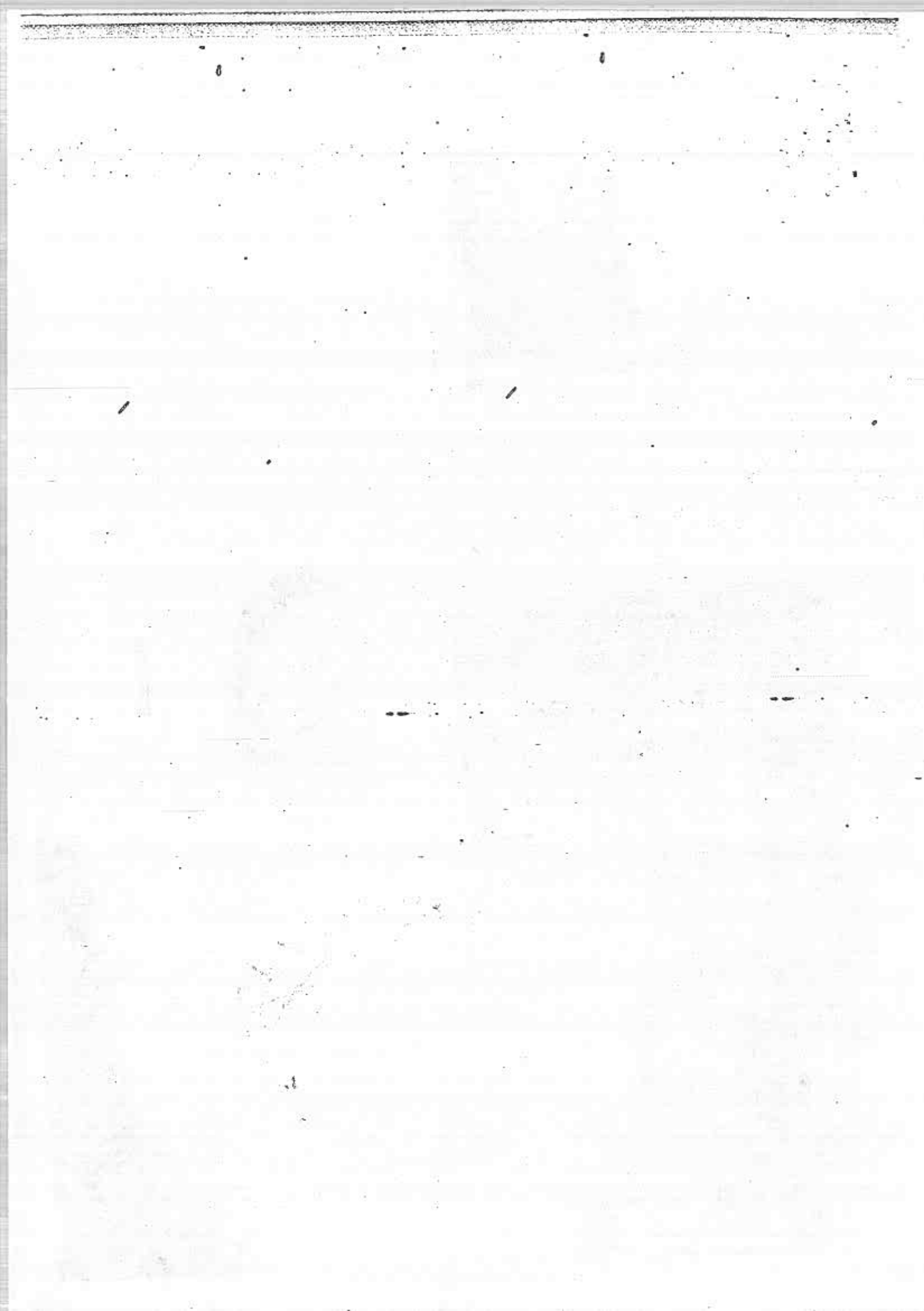


पता : पहाल पत्र संख्या UP12010210931223
प.सं. : बी-1/5
पत्नी/पति/सहोदर : पति पति
ग्राम/नगर : महानगर विस्तार अंशिक
महानगर : लखनऊ
जिला : लखनऊ
Address :
H.No. : B-1/5
Stn/Mohalla : L. Parka
Vill/Town : Mahanagar Vistar Anshik
PoliceStn. :
Distt. : Lucknow
Pin :
निर्वाचक रजिस्ट्रार अफसर
के हस्ताक्षर की अनुमति
निर्वाचन क्षेत्र 86- लखनऊ पश्चिम
Facsimile Signature of
Electoral Registration Officer
for 86- Lucknow West
स्थान : लखनऊ : दिनांक : 13/04/2007
Place : Lucknow : Date : 13/04/2007

इस कार्ड की विभिन्न सरकारी योजनाओं के अन्तर्गत
पहचान पत्र के रूप में प्रयोग किया जा सकता है।

This card can be used as an Identity Card
under different Government Programmes. 297/778





CENTRAL BAR ASSOCIATION CIVIL
LUCKNOW

Ledger No. B-131



Member's Name: Benkal Raman Singh

Father's Name: Mr. Ram Shankar Singh

Date of Birth: 03.06.77

Address: T- II/7, Police Awas Gudamba Thana,
Kursi Road, Lucknow

Enrollment No. : 532/01

Enrollment Date : 2001



[Signature]
Secretary
Central Bar Association



[Signature]

9335 266005

CENTRAL BAR ASSOCIATION LUCKNOW

Bar Number : S-956

Member Name : Surya Prakash Singh

Father's Name : Shri Bal Krishna

Mother's Name : Late Smt. Ganga Shri

Date of Birth : 10-07-1965

Blood Group : XXXXXXXX

Mobile Number : 09125401320, 8005878978



B.K. Yadav
Brajesh Kumar Yadav
Gen. Secretary
Mobi: 9415021054, 8720022064

Bar Council Enrollment No. : 13553/2010

Enrollment Month of C.B.A. : XXXXXXXX

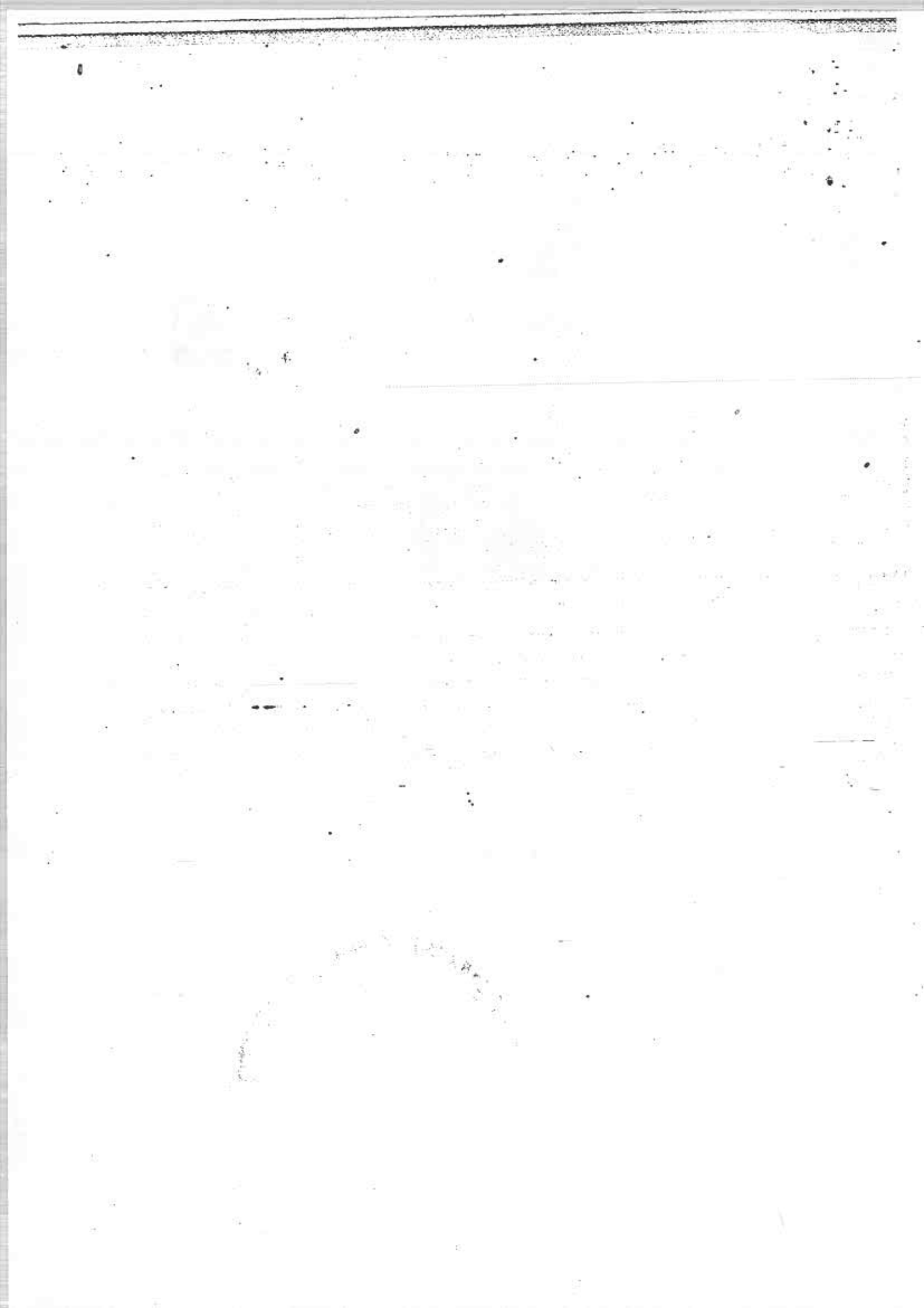
Address : 541A/23, Aman Vihar Colony, New
Halderganj, Post-Chowk, Lucknow-03

Address Court Campus : 25, Sainpur House Qaiserbagh,
Lucknow.



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9125401320



2. Ajit Brick Field through its proprietor Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
3. Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
4. Mrs. Rani Maurya wife of Sri Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
5. Ms. Ekta Maurya daughter of Sri Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
6. Buddha wife of Radhey resident of Village-Baskhari, Post-Ranipur, District-Ambedkar Nagar, U.P. through her attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third Lucknow on 09.09.2015 at Book 4 Jild 439 pages 31 to 40 at serial no. 613; AND
7. Awadhesh son of Parsan resident of Village-Kapasi, Post-Sadat-Rasoolpur, District-Lucknow, U.P. through his registered attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third Lucknow on 09.09.2015 at Book 4 Jild 439 pages 41 to 50 at serial no. 614; AND
8. Jitendra son of Radhey resident of Village-Kutiya, Post-Ranipur, Distt-Ambedkar Nagar, U.P. through his registered attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third Lucknow on 10.09.2015 at Book 4 Jild 439 pages 103 to 112 at serial no. 618; AND
9. Pachoo son of Gudai resident of Village-Fatehpur Khamrahi, Bakshi Ka Talab, Lucknow, U.P. through his registered attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third Lucknow on

For M/s AJIT CONSTRUCTIONS

Ajit Kumar
Partner

For AJIT BRICK FIELD

Ajit Kumar
Proprietor

Rani Maurya

Rm

श्रीमती रानी मौर्या *Rani Mourya*
पत्नी श्री अजीत कुमार मौर्या
पेशा व्यापार
निवासी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ



कुमारी एकता मौर्या *Km*
पुत्री श्री अजीत कुमार मौर्या
पेशा नौकरी
निवासी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ



श्री अजीत कुमार मौर्या बहै मु आम
बुद्धा, अवधेश, जितेन्द्र, पाचू
पुत्र श्री *Ajit Kumar*
पेशा व्यापार
निवासी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ



ने निष्पादन स्वीकार किया ।
जिनकी पहचान - बी.आर.सिंह

B.R. Singh

पेशा वकालत
निवासी सिविल कोर्ट लखनऊ

व सूर्य प्रकाश सिंह

पेशा वकालत
निवासी सिविल कोर्ट लखनऊ

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे निवमानुसार लिये गये हैं ।



रजिस्ट्रार अधिकारी के हस्ताक्षर

S.B. Singh
एस.बी.सिंह
उप निबन्धक(प्रथम)
लखनऊ
9/8/2016

10.09.2015 at Book 4 Jild 439 pages 113 to 122 at serial no. 619;
AND

Party No. 1 is a Lead Developer and party No. 2-9 Hereinafter referred to as **CONSORTIUM MEMBER** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, legal heirs wholly owned subsidiaries and the permitted assigns.

WHEREAS all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium of Developer Companies and persons with the object of development of project in Village-Madiaon, Distt-Lucknow for submitting the proposal to the Government of Uttar Pradesh or any Government/Semi Government or any other statutory authority for selection of Private Developer for development of project.

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

1. Lead Member:

- 1.1 Consortium member mutually decided to appoint **Ajit Constructions**, as Private Developer and Lead Member.

2. Aim and Scope of Consortium Agreement:

- 2.1 The sole aim of this **Consortium Agreement** is for the development of project in Village-Madiaon, Distt-Lucknow, 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 various complexes, projects and shall design, develop, finance, construct, sell, operate and maintain the properties of other consortium members.

- 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:

- 3.1 **Ajit Constructions**, Consortium shall act as a Private Developer as per definition of Lucknow Development Authority and arrange for Land and

For AJIT CONSTRUCTIONS

For AJIT BRICK FIELD

Ajit Kumar
Partner

Ajit Kumar
Proprietor

Ravi Manoj

Ajit Kumar

Rm

भागीदारी विलेख

100.00

80

180.00

24

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

भागीदारी की धनराशि

श्री अजीत कान्स द्रा पार्टनर अजीत कुमार मौर्या

पुत्र श्री गिरीश चन्द्र मौर्या

व्यवसाय व्यापार

Ajit Kumar

निवासी स्थायी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 9/8/2016

समय 2:47PM

वजे निबन्धन हेतु पेश किया।

Ajit Kumar

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री अजीत कान्स द्रा पार्टनर अजीत कुमार मौर्या :

पुत्र श्री गिरीश चन्द्र मौर्या

पेशा व्यापार

निवासी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ

Ajit Kumar

श्रीमती अजीत कान्स द्रा पार्टनर श्रीमती रानी मौर्या

पत्नी श्री अजीत कुमार मौर्या

पेशा व्यापार

निवासी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ

Rani Maurya

श्री अजीत बिकफील्ड द्रा पोप अजीत कुमार मौर्या

पुत्र श्री गिरीश चन्द्र मौर्या

पेशा व्यापार

निवासी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ

Ajit Kumar

श्री अजीत कुमार मौर्या

पुत्र श्री गिरीश चन्द्र मौर्या

पेशा व्यापार

निवासी बी 1/5, एल पार्क महानगर बिस्तार लखनऊ

Ajit Kumar



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(Signature)

एस.बी.सिंह

उप निबन्धक(प्रथम)

लखनऊ

9/8/2016

finances for the project. No land is being transferred by this Agreement.

- 3.2 All the consortium members have authorized Lead Member to sign any agreement/MOU with M/S ORO Constructions registered address-200, Eldeco Greens, Gomti Nagar, Lucknow through its authorized signatory I.H. Siddiqui son of Sri Q.H. Siddiqui for development of the project, if required.

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

- 4.1 Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by the **Ajit Constructions Consortium**.
- 4.2 The **Ajit Constructions Consortium** shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium members and execute mortgage deed by its signature for the project and any shortfall in the financing of the Project shall be contributed by the consortium members in, the ratio of their shareholding. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium members. Consortium members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.
- 4.3 Upon completion of the Project any profit and loss shall be shared by the **Ajit Constructions Consortium Members** in ratio of their shareholding.

5. **GENERAL TERMS AND CONDITIONS:**

- 5.1 **GOVERNING LAW:** This Consortium Agreement shall in respect be construed 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.

For M/s AJIT CONSTRUCTIONS

For AJIT BRICK FIELD

Ajit Kumar
Partner

Ajit Kumar
Proprietor

Rani Maurya

Ajit Kumar

Rm

भागीदार

Registration No.: 506

Year : 2,016

Book No. : 4

0105 रानी मौर्या

अजीत कुमार मौर्या

बी 1/5, एल पार्क महानगर विस्तार लखनऊ
व्यापार



0106 एकता मौर्या

अजीत कुमार मौर्या

बी 1/5, एल पार्क महानगर विस्तार लखनऊ
नौकरी



0107 अजीत कुमार मौर्या बहै मु आम बुदा, अवधेश, जितेन्द्र, पाचू

मिथीश चन्द्र मौर्या

बी 1/5, एल पार्क महानगर विस्तार लखनऊ
व्यापार



- 5.2 **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, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God and Government action. In the event of force majeure, the members of the **Consortium Agreement** undertake to consult each other.
- 5.3 **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 foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.
- 5.4 **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.
- 5.5 **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. Any supplementary agreement, MOU or any other document executed between lead member and consortium member, shall be treated as part and parcel of this registered consortium agreement.
- 5.6 **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

For M/A AJIT CONSTRUCTIONS

For AJIT BRICK FIELD

Ajit Kumar
Partner

Ajit Kumar
Proprietor

Rani Mawga
RMW

भागीदार

Registration No.: 506

Year: 2,016

Book No.: 4

0101 अजीत कान्स द्रा पार्टनर अजीत कुमार मौर्या

गिरीश चन्द्र मौर्या

बी 1/5, एल पार्क महानगर बिस्तार लखनऊ
व्यापार



0102 अजीत कान्स द्रा पार्टनर श्रीमती रानी मौर्या

अजीत कुमार मौर्या

बी 1/5, एल पार्क महानगर बिस्तार लखनऊ
व्यापार



0103 अजीत ब्रिकफील्ड द्रा पोप अजीत कुमार मौर्या

गिरीश चन्द्र मौर्या

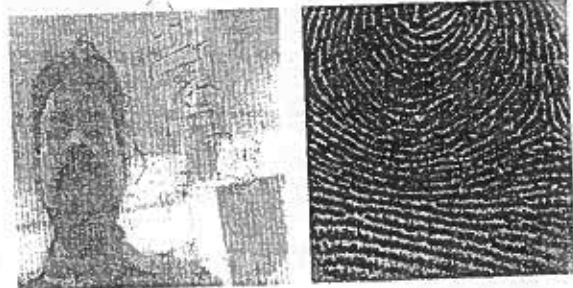
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व्यापार



0104 अजीत कुमार मौर्या

गिरीश चन्द्र मौर्या

बी 1/5, एल पार्क महानगर बिस्तार लखनऊ
व्यापार



outside agency except the Lucknow Development Authority, Awas Evam Vikas Parishad and Government of Uttar Pradesh.

5.7 **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.

5.8 **MODIFICATION AMENDMENT**: The terms and conditions of this Consortium Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

VALIDITY:

5.9 (i) **TERMINATION OF CONSORTIUM AGREEMENT**: This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- Rejection of our proposal by the Government of Uttar Pradesh or any other statutory authority.
- Upon Completion of the Project.

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

5.10 **MISCELLANEOUS/ LIABILITY:**

Nothing in this shall be construed providing for the sharing of Profit & Losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub contract or Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any obligation or liability to the other nor shall any remedy be available to the other members, except as expressly written herein. No party shall be liable for any financial compensation arising out of the termination of this Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/ members for any indirect, incidental,

For M/s AJIT CONSTRUCTIONS

For AJIT BRICK FIELD

Ajit Kumar

Ajit Kumar

Ravi Kumar

Partner

Proprietor

Ajit Kumar

Em

गवाह

gistration No.: 506

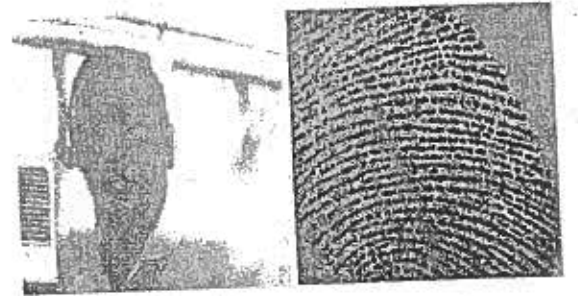
Year: 2016

Book No.: 4

W1 बी आर सिंह

सिविल कोर्ट लखनऊ

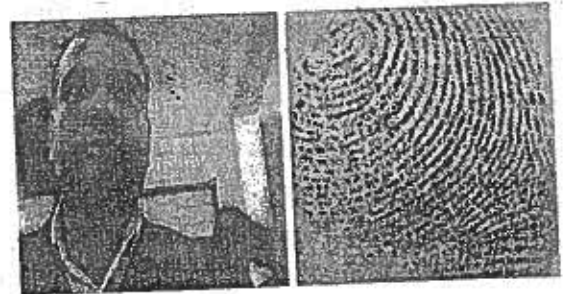
वकालत



W2 सूर्य प्रकाश सिंह

सिविल कोर्ट लखनऊ

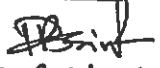
वकालत




special or consequential damages however caused, whether as a consequences of the negligence of the one member or otherwise.

IN WITNESS WHEREOF the lead member and members have executed this Consortium Agreement on this 9th day of August 2016 at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

WITNESSES:

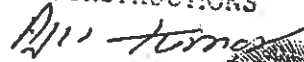
1. 
B.R. Singh
Advocate
Civil Court Lko



2. 
S.P. Singh
Advocate
Civil Court Lko



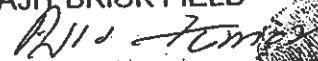
For M/s AJIT CONSTRUCTIONS





Lead Member

For AJIT BRICK FIELD



Proprietor



Rani Maurya

Consortium Members



Typed & Drafted By:-



(Benkat Raman Singh)

Advocate

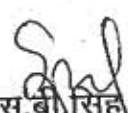
आज दिनांक 09/08/2016 को

बही सं. 4 जिल्द सं. 566

पृष्ठ सं. 357 से 380 पर क्रमांक 506

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


एस.बी. सिंह

उप-निबंधक (प्रथम)

लखनऊ

9/8/2016