

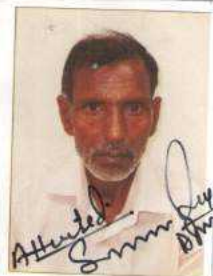
28

14908 647/16



उत्तर प्रदेश UTTAR PRADESH

AW 093641



STAMP: 1000

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 26th day of August 2016

BETWEEN

1. **M/S Nirmala Infradevelopers Limited** a company registered under the companies Act 2013 and having its registered office and Permanent Place of Business at Lucknow (Hereinafter referred to as the First Party/**Lead Member** of the consortium which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees, successors, wholly owned

For NIRMALA INFRADEVELOPERS LIMITED

Director

मोहताब अकबर

क्रमांक संख्या 11805 26/8/16

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प क्रय करने वाले का नाम व पता

कीमत

LM

अनवर हुसैन, स्टाम्प विक्रेता

निबन्धन भवन, लखनऊ

फोन नं. 81 अथवा 31-03, 2017

मेजर अनिल स-फा डायमंड



G

भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XFF0702712



निर्वाचक का नाम : अवधराम
Elector's Name : Avdharam
पिता का नाम : सुन्दर लाल
Father's Name : Sundar Lal
लिंग/ Sex : पुरुष / Male
जन्म की तारीख : XX/XX/1962
Date Of Birth :

अवधराम

पता : 73, सेमरा, सेमरा

XFF0702712

तहसील - लखनऊ
जिला - लखनऊ (उ.प्र.)
Address : 73, Semra, Semra

Tehsil - Lucknow
Distt. Lucknow (UP)
Date : 07/08/2010

169-वर्ग की का तालिका निर्वाचन क्षेत्र
के निर्वाचक रजिस्ट्रार अधीक्षक
के हस्ताक्षर की अनुमति

Facsimile Signature of
Electoral Registration Officer
for 169-Bakshi Kaa Talab

292/527

पता बदलने पर, नये पते पर अपना नाम निर्वाचक
नामावली में दर्ज करवाने तथा उस पते पर इसी नम्बर का
कार्ड पाने के लिए सम्बन्धित कार्ड में यह कार्ड नम्बर
अवश्य लिखें
In case of change in address, mention this Card
No. in the relevant Form for including your name
in the roll at the changed address and to obtain
the card with the same number

प.क्र. ID 133



कार्पोरेशन बैंक
Corporation Bank



शाखा

Branch :

1769 LUCKNOW VIRAJ KHAND
CP-79, VIRAJ KHAND,
OPP TO SARANA HOSPITAL,
GOMTI NAGAR,
LUCKNOW

कार्य समय

Business Hours : Tel. 2725963 2725954

साप्ताहिक छुट्टी

On Regular DAYS 10:00 TO 14:00 AND 14:30 TO 17:00

Weekly Holiday

IFSC CODE : CORP0001769 MICR CODE : 226017026
SUNDAY 2nd and 4th Saturday

खाता संख्या

Account No. :

Account No. : 176900161003498 - For DRT/NEFT/RTGS/ECs.
[55 / 01/003498] - P.Code : 2260176 INR INDIAN RUPEES

खातेदार का नाम

MR

FRATOUS PANDEY PG NIRMALA INFRASTRUC

Name of the Account Holder :

PG NIRMALA NAGAR, LUCKNOW
UP 226016

पता Address :

Pin : 226016

OWNERS [FUELS]

SELF



प्रचालन अनुदेश

Operational Instructions : 07/01/2015

खाता खोलने की तारीख

Date of Opening of Accounts : 07/01/2015

Nominee Name : HARI PRAKASH PANDEY

दिनांक मुहर

Date Seal



Tel. No. - General Queries only - [Toll Free] 1800-425-3555 [BSNL/NTNL Line]

पैन संख्या/पैन नाम : Personal Officer : Sri. Virendra Srivastava, General Manager,

TPAN No. 0824 - 2441425 Fax No. : 0824 - 2441401 Email ID : cgro@corpbank.co.in

प्राधिकृत हस्ताक्षरकर्ता

Authorised Signatory

For NIRMALA INFRADEVELOPERS LIMITED

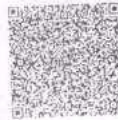
Handey
Director



भारत सरकार
Government of India



गजराज सिंह
Gayatri Singh
जन्म तिथि / DOB : 05/11/1947
पुरुष / Male



6449 4492 3167

आधार - आम आदमी का अधिकार



मालिक



उपराज्य सरकार, उत्तर प्रदेश
Unique Identification Authority of India

पता:
सबोपित, सुन्दर लाल, 73 सेमरा,
फाजिबाद रोड, चिन्हाट, बहरौली, बंकी,
बनौरा, उत्तर प्रदेश, 225302

Address:
S/O: Sundar Lal, 73 SEMARA,
faizabad road, chahat, Bahrauli,
Bana Banki, Bahrauli, Uttar
Pradesh, 225302

6449 4492 3167

1947
1800 300 1047

होप @sundar.gov.in

www.pda.gov.in

SPM16S5884

पति. म. सं. - 22.

हरदिया,

जिला- हरदिया,

पिनकोड- 273001

Address-HNo. - 22,

HARDIYA,

P.S. - BEUPAR,

TEH Gorkhpur, Sahar, Dist. Gorkhpur

Pincode- 273001

320 - गोरखपुर सामान्य निर्वाचन क्षेत्र के निर्वाचक

हर्दिया विधानसभा क्षेत्र के निर्वाचक

अनुसूचि

22/4/2013

For the Signature of the Electoral

Registration Officer For 323 - Gorkhpur,

Rural Constituency

22/4/2013

यदि आपको यह सूचना मिले कि आपका नाम
निर्वाचक सूची में नहीं है तो आपको तुरंत
संबंधित क्षेत्र में यह सूचना देनी चाहिए
in case of change in address, mention this card
No. in the relevant form for including your
name in the roll at the changed address, and to
obtain the card with the same number.



भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD

SPM16S5884



निर्वाचक का नाम

आशुतोष मिश्र

Elector's Name

ASHUTOSH MISHRA

पिता का नाम

बिद्या प्रसाद मिश्र

Father's Name

BIDYA PRASAD MISHRA

लिंग

पुरुष / Male

जन्मतिथि/DOB

23/01/1991



Signature

UP32A20100016342

LMV
MCWG
12/10/2010 12/10/2010

Form 7 Rule 16(2)

UP

Holder's Signature

GOMTI NAGAR
LUCKNOW
2/5, VISHU-SH KHANDE

TRANSPORT AUTHORITY SIGN

UP0264462085

Shivam Singh



UNION OF INDIA Driving Licence (UP) (NT)

UP32A20100016342

सर्वोत्तम के लोगो
Date of Issue
12/10/2010

सर्वोत्तम के लोगो
Date of Birth
28/08/1991

शिवम / Name
SHIVAM SINGH

पिता/माता का नाम / Son/Daughter/Wife of
P.K. SINGH

11/10/2030

UNKNOWN

DUPLICATE

विक्रय अनुबंध विलेख

प्रतिफल

Handey

100.00

80

180.00

22

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

पुत्र श्री

मे. निर्मला इन्फ्राडेव. लि. द्वारा अधि. हस्ता. प्रत्युष पाण्डेय
हरी प्रकाश पाण्डेय

व्यवसाय व्यापार

निवासी स्थायी 21*/1022 इन्दिरानगर लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 26/8/2016

समय 4:48PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Handey
धर्मेन्द्र कुमार चौधरी

उप-निबन्धक तृतीय

लखनऊ

26/8/2016

निष्पादन लेखपत्र वाद सुनने के समझने पर

प्रथम पक्ष

मे. निर्मला इन्फ्राडेव. लि. द्वारा अधि. हस्ता. प्रत्युष
पाण्डेय

पुत्र श्री हरी प्रकाश पाण्डेय

पेशा व्यापार

निवासी 21*/1022 इन्दिरानगर लखनऊ

द्वितीय पक्ष

श्री गजराज

पुत्र श्री सुन्दर लाल

पेशा कृषि

निवासी 73 समरा फैजाबाद रोड बहरीली बाराबंकी



श्री अवध राम मौर्य

पुत्र श्री सुन्दर लाल

पेशा कृषि

निवासी 73 समरा फैजाबाद रोड बहरीली बाराबंकी

अवध राम

subsidiaries and the permitted assigns, thought its Authorized Signatory Shri Pratyush Pandey s/o Hari Prakash Pandey r/o 21/1022, Indira Nagar, Lucknow Duly authorized vide board resolution dated 26.08.2016

AND

1. Shri Gajraj and Shri Awadhram Maurya both s/o Shri Sunder Lal R/o 73, Semra, Faizabad Road, Chinhat, Bahrauli, Barabanki (Hereinafter referred to as the Second Party/other **Consortium member** which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees, successors, wholly owned subsidiaries and the permitted assigns)

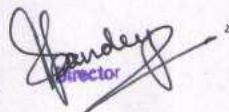
Party No. 1 is a Lead member of the consortium and party No. 2 are the other Consortium Members which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns.

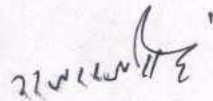
WHEREAS both the above mentioned parties entered and executed this Consortium Agreement for forming a Consortium of Developer Company with the object of development of land owned by the Consortium member in Lucknow under the name and Style of "**Sunder Village**"

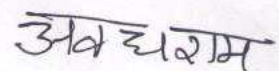
The lead members and consortium members are collectively referred to as the "parties" and individually as the "party".

WHEREAS on the basis of document and chain of its title, the parties no.2 are possessed of the right title and claim and their names are duly recorded in revenue records as owner and are

For NIRMALA INFRADEVELOPERS LIMITED


Director





ने निष्पादन स्वीकार किया ।

जिनकी पहचान

आशुतोष मिश्रा

बिद्या प्रसाद मिश्रा

पेशा व्यापार

निवासी गणपती हाऊस सं.-बी-747 सेक्टर सी महानगर लखनऊ

व शिवम सिंह
पी के सिंह

पेशा व्यापार

निवासी 2/5 विशेष खण्ड गोमतीनगर लखनऊ

ने की ।

प्रत्यक्षता भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

धर्मेन्द्र कुमार चौधरी
उप-निबन्धक तृतीय
लखनऊ

26/8/2016



fully competent to enter into consortium agreement with party no.1

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

1. Lead Member:

- a) The Consortium members mutually decided to appoint **M/S Nirmala Infradevelopers Limited**, as lead Member.

2. Aim and Scope of Consortium Agreement:

- a) The sole aim of this **Consortium Agreement** is for the development of the properties in Lucknow and Barabanki.
- b) The Lead Member shall prepare and submit a joint proposal for the selection of the Developer Consortium to design, to develop, to finance, to construct, to sell, to operate, to receive sale-price of allotted units from the prospective buyers and to maintain the properties.

3. Project Management Structure and Rules of the Members:

- a) **M/S Nirmala Infradevelopers Limited**, Consortium shall act as a Private developer as per definition of Development Authority and arrange for Land finances for the project.

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

- a) **M/S Nirmala Infradevelopers Limited**, Consortium shall raise loans from the Financial Institution/banks 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.
- b) That all the parties agree that with the mutual consent of all, they will book the flat, its marketing, promotion of sale & to collect the amount in respect of their

For NIRMALA INFRADEVELOPERS LIMITED

[Signature]
Director

[Signature]

[Signature]

प्रथम पक्ष

Registration No.:

647

Year :

2,016

Book No. :

4

0101 मे.निर्मला इन्फ्राडेव.लि.द्वारा अधि.हस्ता.प्रत्युष पाण्डेय

हरी प्रकाश पाण्डेय

21*/1022 इन्दिरानगर लखनऊ

व्यापार



respective share including booking till final payment of the flat/villas from its respective purchasers.

- c) Upon completion of the Project any profit and loss shall be shared by the **M/S Nirmala Infradevelopers Limited**, Consortium Members in ratio of their shareholding.

5. GENERAL TERMS AND CONDITIONS

- a) **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.
- b) **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, Government action. In the event of force majeure, the member of the **Consortium Agreement** undertakes to consult each other.
- c) **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.
- d) **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.
- e) **SUBJECT:** The said project should be named as Sunder Village situated at Gram Semra, Pargana Lucknow.
- f) **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of

For NIRMALA INFRADEVELOPERS LIMITED

[Signature]
Director

[Signature]

[Signature]

द्वितीय पक्ष

Registration No. :

647

Year :

2,016

Book No. :

4

0201 गजराज

सुन्दर लाल

73 समरा फैजाबाद रोड बहरीली बाराबंकी

कृषि



0202 अवध राम मौर्य

सुन्दर लाल

73 समरा फैजाबाद रोड बहरीली बाराबंकी

कृषि



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.

- g) **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.
- h) **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.

6. VALIDITY:

a) **TERMINATION OF CONSORTIUM AGREEMENT.**

This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- i. Rejection of our proposal by the Government of Uttar Pradesh.
- ii. Upon Completion of the Project.
- iii. The Consortium Agreement shall be valid and enforceable till the completion of the Project.

7. 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, expert 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

For NIRMALA INFRADEVELOPERS LIMITED


Director

11/11/12

अवधराम

गवाह

Registration No.: 647

Year: 2016

Book No.: 4

W1 आशुतोष मिश्रा

बिद्या प्रसाद मिश्रा

गणपती हाऊस सं.-बी-747 सेक्टर सी महानगर लखनऊ

व्यापार



W2 शिवम सिंह

पी के सिंह

2/5 विशेष खण्ड गोमतीनगर लखनऊ

व्यापार



party/members for any indirect, incidental, special or consequential damages however caused, whether as a consequences of the negligence of the one member or otherwise.

IN WITNESS WHEREOF The members have executed this **Consortium Agreement** on the date and year mentioned above at Lucknow and have caused this **Consortium Agreement** to be signed on their manner in the manner set out below.

Witness: -

1.)



Ashutosh

Shri Ashutosh Mishra
S/o Shri Bidya Prasad
Mishra
R/O - Gampati House B-747
Sector - C, Mahanagar
Lucknow.

For NIRMALA INFRADEVELOPERS LIMITED

SIGNED AND DELIVERED By
the within named **Lead**
Member(s)

Saunderya
Director

2.)



Shivam Singh

Shri Shivam Singh
S/o Shri P.K. Singh
R/O - 2/5, Vishesh Khand
Gampati Nagar Lucknow.

SIGNED AND DELIVERED By
the within named authorized
signatory of **Consortium**
Member(s)

NO. 21/11/19
31/12/19

Vijay Kumar
Typed by:-
Vijay Kumar

Saunderya Kumar
Drafted by:-
Saunderya Kumar (Advocate)

आज दिनांक 26/08/2016 को

वही सं. 4 जिल्द सं. 485

पृष्ठ सं. 187 से 208 पर क्रमांक 647

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


धर्मेन्द्र कुमार चौधरी

उप-निबन्धक तृतीय

लखनऊ

26/8/2016

