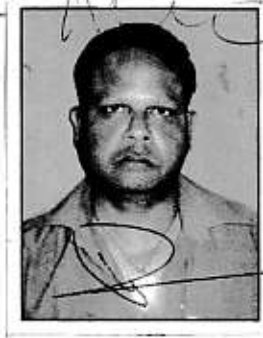


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उत्तर प्रदेश UTTAR PRADESH

AY 586280



CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT made the 24th day of December in the year two thousand Sixteen at Lucknow.

SAHU LANDMARK PVT. LTD.

Kajay Bahu
DIRECTOR



गुरुदीन



(2)

BETWEEN

SAHU LANDMARK PRIVATE LIMITED, Company incorporated under the Companies Act, 1956, having its registered office at Shubham Theatre Building, Cantonment Road, Lucknow-226001, Uttar Pradesh, India, hereinafter referred to as LEAD MEMBER, which expression unless repugnant to the context and assigns, through its Director **Mr. SANJAY KUMAR SAHU** son of Sri R.N.Sahu (hereinafter called "the FIRST PARTY");

AND

1. MR. DINESH KUMAR SINGH, S/o Shri Ram Das Singh, R/o 5174 Rajajipuram Lucknow-226017, Uttar Pradesh, India, **2. MR. OM PRAKASH SAHU**, S/o Shri Ram Buksh Sahu, R/o Vijay Nagar, Nilmatha Bazar, Lucknow, Uttar Pradesh, India, **3. Mr. JAI CHAND SAHU**, S/o Shri Ramanand Sahu, R/o 594ka Ibrahimpur Anshik, Lucknow Uttar, Pradesh, India, **4. Mr. RAKESH KUMAR SAHU**, S/o Shri Jagat Narayan, R/o 86/238, Kurmi Tola, Makboolganj, Lucknow, Uttar Pradesh,

SAHU LANDMARK PVT. LTD.

Sanjay K. Sahu
DIRECTOR

Prabir

Om Prakash Sahu

Jai Chand Sahu

Rakesh K. Sahu

Rakesh K. Sahu

India, **5. MR. GURUDIN**, S/o Shri Ram Saran, R/o Poore Dalla, Jamauli Ramsanehi Ghat, Barabanki - 225409, Uttar Pradesh, India & **6. MR. SUHAIL**, S/o Late Mohd. Yunus, R/o 80, Rezeement Bazar, Dharwal Road, Victoriya Line Sultanpur Road, Razman Bazar, Lucknow Uttar Pradesh, India (hereinafter collectively called "**the SECOND PARTY**") which expression unless repugnant to the context and assigns, **CONSORTIUM MEMBER.**

WHEREAS the Second Party and the First Party entered and executed this consortium agreement for forming consortium with the object of engaging in acquiring, developing and providing residential plots etc., which belongs to Thari, Tehsil Malihabad etc., District Lucknow.

WHEREAS the main object of the Second Party and First Party being the same and both having desired to work in tandem towards the same and have the same fulfilled through one of the two entities, that is the Second Party;

SAHU LANDMARK PVT. LTD.

Sayaj Sahu
DIRECTOR

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AND WHEREAS the First Party, having proposed to the Second Party to make funds available as advance to the latter from time to time as required by the Second Party to purchase and develop the Land according to the requirement of the First Party and having agreed to accept the offer.

AND WHEREAS the First Party and Second Party authorized to amend/ modify the terms & conditions of the consortium agreement and add or retire any member from consortium agreement.

NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS

1. LEAD MEMBER :

1.1. All consortium members mutually decided to appoint Sahu Landmark Pvt. Ltd., as Private Developer and Lead Member.

SAHU LANDMARK PVT. LTD.

Rajay Bahi
DIRECTOR

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2. AIM AND SCOPE OF CONSORTIUM AGREEMENT :

- 2.1 The sole aim of this consortium Agreement is to purchase the Land and do the development of the said Land for the development of the Land in Village Thari, Malihabad, District Lucknow. That no land shall be transfer through this Consortium Agreement in favour of any one.
3. That the First Party shall make its schemes of allotment of residential plots and make the same known to its own members/prospective purchasers.
4. That the First Party shall make from time to time, as required, the list of its members/ prospective purchasers wishing to take the benefit of the aforesaid schemes of the Second Party.

Project Management Structure and Rules of the Member

SAHU LANDMARK PVT. LTD.


DIRECTOR


Rajay



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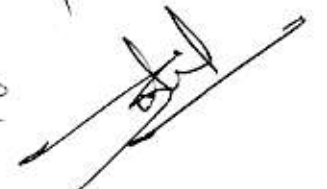
5. That the First Party shall make necessary funds available as interest free advance as required by the Second Party from time to time, as assistance for the purchase of land and its development so as to provide residential plots to the members/ prospective purchasers of the First party.
6. That the First Party shall provide infrastructure facilities to the Second Party without any cost and the running & maintenance expenses shall be borne by the Second Party. Funding and Basis of share the expenditure and remuneration.
- 7.1 That the Second Party will purchase and develop the Land as required by the First Party.
- 7.2 That the First Party shall raise loans from the financial institution/ banks for the project and any short fall in the financing of the project shall be contributed by Consortium members as per their mutual settlement agreement. In case the financial institution/ banks so desires to mortgage

SAHU LANDMARK PVT. LTD.


RAJAY BAHU
DIRECTOR







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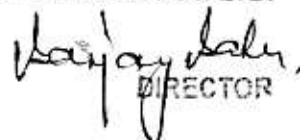
the piece of Land, the Second party will provide security by way of equitable Mortgage of the same piece of Land.

8. That the Second Party shall repay/adjust the amount/amounts of advance received from the company as and when it is able to build up necessary funds by receiving/adjusting installment/payments from the members/prospective purchasers of the First Party or its own against allotment of residential plots to them.
9. That the First Party and the Second Party hereto need amendment of Terms & Conditions and interpretation of clauses referred herein above shall be negotiated through exchange of letters. The Parties shall intimate change of their address if any to the other party.

GENERAL TERMS AND CONDITIONS:


10. GOVERNING LAW: This Consortium Agreement shall in respect be construed in according with

SAHU LANDMARK PVT. LTD.


DIRECTOR

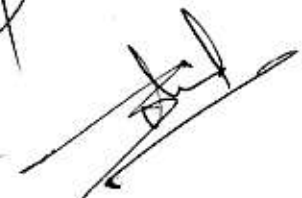

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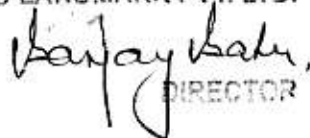


the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

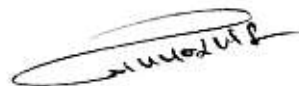
10.1 FORCE MAJEUR: None of the members shall be held in default in the performance of the obligation under this Consortium Agreement, in such circumstances of force majeure, that is to say, circumstances shall includes, but without any Limitation to war, civil commotion, riots, Act of God or Government Action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.

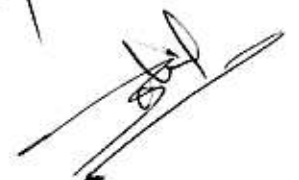
11. WHEREAS the First Party i.e Sahu Landmark Private Limited entered into an agreement with the Second Party i.e. Mr. Dinesh Kumar Singh, Mr. Om Prakash Sahu, Mr. Jai chand Sahu, Mr. Rakesh Kumar sahu, Mr. Gurudin and Mr. Suhail on the date 05.11.2012, 05.11.2012, 07.11.2012, 21.07.2012 and 07.11.2012 respectively for the

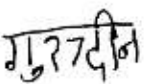
SAHU LANDMARK PVT. LTD.

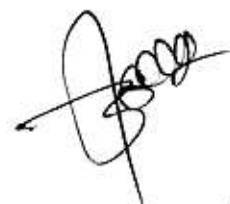

DIRECTOR


Rabin


Gurudin


Suhail


Jai Chand Sahu





object being the same and both having desired to work in tandem towards the same and have the same fulfilled through one of the two entities, that is the Second Party.

12. That, in case of a dispute arising out of the construction meaning or performance of this Consortium Agreement, the same shall be referred to a Sole Arbitrator appointed by the First Party and his decision shall be final and binding on both the parties.
13. Notices: Any Notice required pursuant to this Consortium Agreement shall be in writing and shall be delivered by hand under acknowledgement or sent by facsimile to the other party at the address appearing in the beginning of this Consortium Agreement or subsequently the changed address as intimated.

SIGNED AND DELIVERED by the parties hereto on the day, months, year and at the place written herein

SAHU LANDMARK PVT. LTD.

Sanjay Sahu
DIRECTOR

Rohit

Sushant

[Signature]

[Signature]

[Signature]

15/2/2014

above in the presence of

WITNESSES:

1.

विनोद
विनोद साहू
सहकार
भारत कृषि विकास
को (ए) जयपुर



The First Party Through

SAHU LANDMARK PVT. LTD.

Sanjay Sahu
DIRECTOR



Mr. SANJAY KUMAR SAHU

2.

Sandeep Kumar Gupta
S/o Sri Chhedi Lal Gupta
5D/128, Vrindavan Yojna
Rai Bareilly Road, Lucknow



The Second Party

Mr. Dinesh Kumar Singh



Mr. Om Prakash Sahu



Mr. Jai Chand Sahu



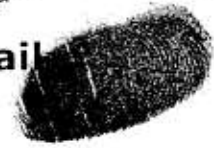
Mr. Rakesh Kumar Sahu



Mr. Gurudin



Mr. Suhail



Typed by:

(Vimal Singh)
Civil court, Lucknow

Drafted By:

(V.K. Pandey)
Advocate
Civil court, Lucknow.

आज दिनांक 29/12/2016 को
वही सं. 4 जिल्द सं. 577
पृष्ठ सं. 235 से 254 पर क्रमांक 786
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



विनीत दीक्षित (प्रभारी)

उप निबन्धक(प्रथम)

लखनऊ

29/12/2016

