

**ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED**

Ref.: .....

Date: 30-04-2025

To,  
Technical Advisor,  
U.P. RERA, Lucknow – 226007

**Sub: Response to Objection Raised as per Letter No. 4335/U.P. RERA/Tech.Cell./2025-26, dated 24-04-2025 and Letter No. 2904251/U.P.RERA/Proj.Reg./2025-26, dated 29-04-2025**

Dear Sir,

With reference to the aforementioned letter, we would like to submit our response as follows:

**1. Point No. 1 of the Letter:**

- i. Regarding the mutation in Khatauni extracts for Khasra Numbers 261, 260, 53, 58, 65, and 68, we would like to inform you that the mutation for **Khasra Number 260** has already been completed. The revised Khatauni extracts have been uploaded under Land Details and, for your convenience, are also attached to the reply letter below.
- ii. The mutation in the Khatauni extracts for Khasra Numbers 261, 53, 58, 65, and 68 is currently underway. In Village Mathura Chaubey, Gonda, a 'Real-Time Khatauni Update' is in progress at the office of the Sub-Registrar. According to the available information, this update is expected to be completed within the next one to two months. Until then, the mutation process for this village remains on hold. Once the real-time update is finalized, the mutation for the aforementioned Khasra Numbers will be completed at the earliest.

**Further, we are submitting herewith an affidavit wherein we undertake not to sell Plot Nos. A-65, A-66, A-67, A-68, A-50, A-51, A-52, B-14, B-15, B-16, B-17, B-18, B-19, B-20 and B-21, comprising portions of Khasra Numbers 261 (2675 sq. meters), 53 (190 sq. meters), 58 (360 sq. meters), 65 (490 sq. meters), and 68 (810 sq. meters), until the mutation process in the Khatauni extracts is fully completed.**



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**Further, we also undertake to submit an application to U.P. RERA, Lucknow upon the completion of the mutation process in the Khatauni extracts. The sale of Plot Nos. A-65, A-66, A-67, A-68, A-50, A-51, A-52, B-14, B-15, B-16, B-17, B-18, B-19, B-20 and B-21 shall proceed only after obtaining the requisite permission from U.P. RERA, Lucknow.**

The aforementioned affidavit has been uploaded under Land Details and, for your convenience, is also attached to the reply letter below.

**2. Point No. 2 of the Letter:**

As per your remark "In the sale deed number 10353, the name of the purchaser, M/s Dakshyani Enterprises, is given, which is not the promoter of the project and not in the consortium agreement." – we wish to inform you that Mr. Sumit Singh is the proprietor of M/s Dakshyani Enterprises. This is also stated in the Purchaser Details of the Sale Deed, and Mr. Sumit Singh is included in the Consortium Agreement.

Further, we wish to clarify that M/s. Dakshyani Enterprises is not a separate legal entity, as it is a proprietorship firm with Mr. Sumit Singh serving as the Proprietor. No separate PAN has been allotted to M/s. Dakshyani Enterprises; the PAN of Mr. Sumit Singh is also used for M/s. Dakshyani Enterprises.

For further clarification, the GST certificate of M/s. Dakshyani Enterprises can be reviewed, which clearly states that M/s. Dakshyani Enterprises is merely a trade name, while Mr. Sumit Singh is the legal entity. GST certificate is attached with this reply letter for your kind perusal.

Additionally, if M/s. Dakshyani Enterprises is to be registered as a promoter on the RERA portal, the PAN of Mr. Sumit Singh will be used for the promoter registration. It is important to note that the PAN of Mr. Sumit Singh has already been used for his own promoter registration. This means that the same PAN of Mr. Sumit Singh will be used for the promoter registration of both M/s. Dakshyani Enterprises and Mr. Sumit Singh.



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For the sake of convenience, we are submitting a revised consortium that includes M/s. Dakshyani Enterprises as a promoter of the project. The Promoter Affidavit in support of this inclusion is also attached. Additionally, M/s. Dakshyani Enterprises has been registered as a promoter and added as a co-promoter of the project.

**3. Point No. 3 of the Letter:**

- i. As per the layout, the total project area is 72,610 sqm. However, in the first phase, we will be developing only 45,915 sqm, which has been applied for in the project registration. The highlighted section of the first phase has now been uploaded along with the original layout for your reference. For your convenience, a demarcated map for Phase-1 is also included with this reply letter. The inventory details have been provided based solely on the development planned for the first phase.
- ii. Regarding the remark on the stamp of VC ADA, we would like to clarify that our project is located in Gonda District, where the appropriate authority for project approval is the *Niyat Pradhikari/Nagar Magistrate, Viniyamit Kshetra, Gonda*. Since the project has been approved by this authority and not by VC ADA, the stamp of VC ADA is not required. However, a No Objection Certificate (NOC) from the Town Planning Department of ADA was obtained for project approval, as the *Niyat Pradhikari/Nagar Magistrate, Viniyamit Kshetra, Gonda* does not have its own Town Planning Department.

**4. Point No. 4 of the Letter:**

The inventory details have been provided based solely on the development planned for the first phase. Demarcated MAP for First Phase Development attached with this letter.



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## 5. Point No. 5 of the Letter:

The calculation of the project area for the first phase of development is as follows:

Particulars	Area Sq. Mtrs.
A Block	9,713.20
B Block	6,245.81
CP Block	3,080.24
Garbage	83.91
Green	7,194.79
Green Belt	5,371.80
Informal Kiosk	152.44
Road First Phase Development	13,526.80
Road Widening	546.01
<b>Grand Total</b>	<b>45,915.00</b>

## 6. Point No. 6 of the Letter:

The standing instructions letter has already been provided to the branch, and a copy has now been uploaded under Bank Details. For your convenience, a copy is also attached with this reply letter.

## 7. Point No. 7 of the Letter:

- i. The CIN and TAN copy of M/s. Archa Infrastructure and Developers Private Limited has now been uploaded under Promoters Details. For your convenience, a copy is also attached with this reply letter.
- ii. The phone number of the promoter, Mr. Sumit Singh, is +91 9984229900, and that of Mr. Sushil Singh is +91 9984429000. While the numbers may appear similar, they are distinctly different from each other.



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**8. Point No. 8 of the Letter:**

- i. The ITR for M/s. Archa Infrastructure And Developers Private Limited for A.Y. 2022-23 is not applicable since the company was incorporated on 13-10-2022. The first ITR is due for A.Y. 2023-24, making the ITR for A.Y. 2022-23 irrelevant.

An exemption letter for the filing of ITR for AY 2022-23, on the letterhead of M/s. Archa Infrastructure and Developers Private Limited, has been uploaded under Promoter Details and is also attached with this reply letter for your convenience.

**If you require any additional information or documents Sir, please let us know, and we will provide them at the earliest.**

**Thanking You**

**For M/s. Archa Infrastructure And Developers Private Limited  
(Promoter of the Project Gonda City)**



**(Authorised Signatory)**



## उद्धरण खतौनी

उद्धरण क्रमांक : 17456520250323

ग्राम क्रमांक : 174565 ग्राम का नाम (परगना) : राजापुर(गोण्डा) तहसील : गोण्डा जनपद : गोंडा फसली वर्ष : 1426-1431 (01 जुलाई, 2018 से 30 जून, 2024) भाग : 1 (1) खाता संख्या : 00091

श्रेणी : 1-क / भूमि जो संक्रमणीय भूमिधरों के अधिकार में हो

खातेदार का विवरण		खातेदारी प्रारम्भ होने का विवरण		भूमि का विवरण		खातेदार का अंश		
खसरा/गाटा संख्या	(2) नाम/पिता-पति-संरक्षक-प्रबंधक का नाम / जाति कोड / आधार नं0 (अन्तिम चार अंक) अथवा पैन नं0 (6-9 स्थान के अंक) / पता / जन्मतिथि (अवयस्क हेतु)	(3) न्यायालय का नाम / कम्प्यूटरीकृत वाद संख्या अथवा आदेश संख्या / आदेश का दिनांक / जौत का आधार	(4) वर्ष	(5) गाटा (यूनीक कोड)	(6) गाटे का कुल क्षेत्रफल (हे.)	(7) हिस्से में	(8) क्षेत्रफल में (हे.)	(9) खातेदार द्वारा देय भू-राजस्व
260मि	1) निर्भय प्रताप सिंह/दिवेन्द्र प्रताप सिंह/निवासी बहादुरपुर घनौली तह. तरबगंज जिला गोण्डा	1) राजस्व न्यायालय (नायब तहसीलदार) / t202208300413323 /29-01-2024 /विक्रय	1372फ.	260मि(1745650260200112)	0.0380	1) -	1) 0.0380	1.50
							0.0380	
कुल गाटे- एक		कुल क्षेत्रफल- शून्य दशमलव शून्य तीन आठ शून्य (हेक्टेयर)		कुल भू-राजस्व - एक दशमलव पाँच शून्य रुपये		कुल अंश का क्षेत्रफल - शून्य दशमलव शून्य तीन आठ शून्य (हेक्टेयर)		
नामान्तरण / परिवर्तन का विवरण		खारिज किया गया			दर्ज किया गया			
(10) न्यायालय का नाम / कम्प्यूटरीकृत वाद संख्या अथवा आदेश संख्या / आदेश का दिनांक / नामान्तरण का आधार / डिजिटल हस्ताक्षर नाम / डिजिटल हस्ताक्षर दिनांक	(11) नाम / पिता-पति-संरक्षक-प्रबंधक का नाम / जाति कोड / आधार नं0 (अन्तिम चार अंक) अथवा पैन नं0 (6-9 स्थान के अंक) / पता / जन्मतिथि (अवयस्क हेतु)	(12) गाटे का खसरा नम्बर / यूनीक कोड	(13) क्षेत्रफल (हे.)	(14) नाम / पिता-पति-संरक्षक-प्रबंधक का नाम / जाति कोड / आधार नं0 (अन्तिम चार अंक) अथवा पैन नं0 (6-9 स्थान के अंक) / पता / जन्मतिथि (अवयस्क हेतु)	(15) गाटे का खसरा नम्बर / यूनीक कोड	(16) क्षेत्रफल (हे.)		

राजस्व न्यायालय (नायब तहसीलदार) /t202208300413323 /29-01-2024 /विक्रय /VED PRAKASH DUBEY /21-02-2024	1.1) राजेश कु मार/ विन्देश्वरी प्रसाद/नि. ग्राम (शेष क्षेत्रफल : 0.0000) 1.2) राजेश कु मार/ विन्देश्वरी प्रसाद/नि. ग्राम (शेष क्षेत्रफल : 0.0000) 1.3) श्रीमती मीरादेवी/ नरायन प्रसाद/नि. ग्राम (शेष क्षेत्रफल : 0.0000)	260मि(1745650260200112)	1.1) 0.0126 1.2) 0.0126 1.3) 0.0128	1.1) निर्भय प्रताप सिंह/देवेन्द्र प्रताप सिंह/निवासी बहादुरपुर धनौली तह. तरबगंज जिला गोण्डा	260मि(1745650260200112)	1.1) 0.0380
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(17)भूमि के सम्बन्ध में विचाराधीन राजस्व वाद/वादों की कम्प्यूटरीकृत संख्या :

(18)बंधक/बंधक-मुक्त होने की स्थिति

(18.1)बंधक होने की स्थिति (संस्था अथवा बैंक का नाम/कोड/बंधक का दिनांक/धनराशि/आवेदन संख्या/खातेदार(पिता-पति-संरक्षक)) :

(18.2)बंधक-मुक्त होने की स्थिति (संस्था अथवा बैंक का नाम/कोड/बंधक-मुक्त का दिनांक/धनराशि/आवेदन संख्या/खातेदार(पिता-पति-संरक्षक)) :

(19)अभ्युक्ति :

1) जरिये बन्धकनामा पंजाब नेशनल बैंक शाखा हारीपुर गोण्डा के पक्ष में खातेदार राजेश कुमार पुत्र विन्देश्वरी प्रसाद की भूमि गाटा सं. 81मि, 102मि, 39मि को सु. 85000 में बन्धक किया र.का. 30-12-19 (डिजिटल हस्ताक्षर : CHANDRA BHUSAN TIWARI/03-01-2020 )

पूर्व आदेशों का विवरण

1) आदेशानुसार श्रीमान नायब तहसीलदार महोदय विरवा मु.न. t202208300413323/29-01-2024 खाता संख्या 91 के गाटा संख्या 260मि/0.0380हे0 व खाता संख्या 34 के गाटा संख्या 236स/0.1050हे0 में से रकबा 0.064हे0 सम्पूर्णअंश से विक्रेता राजेश कुमार व राजेश कुमार पुत्रगण विन्देश्वरी प्रसाद व श्रीमती मीरा देवी पत्नी नरायन प्रसाद ग्रामवासी व विशाल सिंह पुत्र हरिशंकर सिंह निवासी होटल गोनार्द सिविल लाइन शहर व जिला गोण्डा का नाम खारिज होकर क्रेता निर्भय प्रताप सिंह पुत्र देवेन्द्र प्रताप सिंह निवासी बहादुरपुर धनौली तह0 तरबगंज जिला गोण्डा का नाम पंजीकृत बैनामा पंजीकरण संख्या 15077 दिनांक 17.09.2022 के आधार पर अन्य के साथ सहखातेदार संक्रमणीय भूमिधर दर्ज हो र.का. 31-01-2024

Data Digitally Signed by: VED PRAKASH DUBEY (REVENUE KANOONGO)

दिनांक/समय/स्थान: 03-03-2025 12:50:11 तहसील : गोण्डा

❶ यह उद्घरण खतौनी इलेक्ट्रॉनिक डिजिटल सिस्टम द्वारा तैयार की गयी है तथा डाटा डिजिटल हस्ताक्षर द्वारा हस्ताक्षरित है।

मुद्रित कर्ता : PALLAVI SRIVASTAVA तहसील : गोण्डा

मुद्रित दिनांक एवं समय: 03-03-2025 12:50:11

❶ Not Applicable For Online Prints ❶ उपरोक्त उद्घरण खतौनी का वेरीफिकेशन <https://upbhulekh.gov.in> Website पर जाकर अथवा QR Code Scan करके किया जा सकता है।





## Affidavit

### Before the Competent Authority, U.P. RERA, Lucknow

I, the deponent, Nirbhay Pratap Singh, approximately 36 years of age, son of the Devendra Pratap Singh, resident of 248, Bahadurpur, Dhanouli, Gonda - 271403, engaged in business, do hereby solemnly affirm and state:

1. That the deponent is the authorized signatory and Director of the Company M/s Archa Infrastructure And Developers Private Limited, having its registered office at 753/A, First Floor, Near Raghukul Vidyapeeth, Khadra Shah Mazar, Gonda – 271001.
2. That the Company has submitted a residential plot development layout plan to the “Niyat Pradhikari/Nagar Magistrate, Viniyamt Kshetra, Gonda” for Khasra Numbers 253, 249, 248, 250, 251, 252, 236, 261, 260 located at Village Rajapur and 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, and 156 located at Village Mathura Chaubey, Tehsil-Pargana & District Gonda. The permit has been granted by “Niyat Pradhikari/Nagar Magistrate, Viniyamt Kshetra, Gonda” via Permit Number: “220/23-24, dated 24-02-2024.
3. That the Company has applied for RERA registration for the **first phase of development** on Khasra Nos. 253, 250, 251, 252, 236, 261, and 260 situated in Village Rajapur, and Khasra Nos. 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 68, 69, and 70 located in Village Mathura Chaubey, Tehsil-Pargana, District Gonda.
4. That the mutation in the Khatauni extracts for Khasra Numbers 261 (2675 sq. meters), 53 (190 sq. meters), 58 (360 sq. meters), 65 (490 sq. meters), and 68 (810 sq. meters) has not yet been completed and is presently in progress.
5. That a portion of Khasra No. 261 is situated within Plot Nos. A-65, A-66, A-67, A-68, A-50, A-51, and A-52; a portion of Khasra No. 53 falls within Plot Nos. B-14 and B-15; a portion of Khasra No. 58 falls within Plot Nos. B-16 and B-17; a portion of Khasra No. 65 falls within Plot Nos. B-18 and B-19; and a portion of Khasra No. 68 falls within Plot Nos. B-20 and B-21.
6. The deponent hereby undertakes **not to sell** Plot Nos. A-65, A-66, A-67, A-68; A-50, A-51, A-52, B-14, B-15, B-16, B-17, B-18, B-19, B-20 and B-21, comprising portions of Khasra Numbers 261 (2675 sq. meters), 53 (190 sq. meters), 58 (360 sq. meters), 65 (490 sq. meters), and 68 (810 sq. meters), until the mutation process in the Khatauni extracts is fully completed.



7. That the deponent further undertakes to submit an application to U.P. RERA, Lucknow upon completion of the mutation process in the Khatauni extracts. The sale of Plot Nos. A-65, A-66, A-67, A-68, A-50, A-51, A-52, B-14, B-15, B-16, B-17, B-18, B-19, B-20 and B-21 shall be conducted only after obtaining the necessary permission from U.P. RERA, Lucknow.
8. That in the event of non-compliance with the above undertakings or if any of the stated facts are found to be false, the deponent agrees to submit to any action that may be initiated against him by the Honourable U.P. RERA.
9. That the granting of the registration certificate for the aforesaid project by U.P. RERA is essential in the interest of justice, failing which the deponent shall suffer irreparable loss.

**Place:** Lucknow  
**Date:** 26/04/2025



A handwritten signature in blue ink, consisting of a stylized 'A' and 'S'.

**Signature of Deponent**

### Verification

I, the deponent, hereby verify that paragraphs 1 to 9 of this affidavit are true and correct. No facts have been concealed. May God help me. Verified and signed on this date 26-04-2025.

**Place:** Lucknow  
**Date:** 26/04/2025



A handwritten signature in blue ink, consisting of a stylized 'A' and 'S'.

**Signature of Deponent**

Solemnly Affirmed &  
Declared before me  
on 26-4-25

Tripurari Asad Upadhyay  
Notary Distt Gonda (U.P.)



सत्यमेव जयते

**Government of India**  
**Form GST REG-06**

[See Rule 10(1)]

**Registration Certificate**

**Registration Number : 09BVJPS6135F1Z8**

1.	<b>Legal Name</b>	SUMIT SINGH			
2.	<b>Trade Name, if any</b>	M/S DAKSHAYANI ENTERPRISES			
3.	<b>Constitution of Business</b>	Proprietorship			
4.	<b>Address of Principal Place of Business</b>	00, 01, HOTEL GONARD, VISHNUPURI COLONY, GONDA, Gonda, Uttar Pradesh, 271001			
5.	<b>Date of Liability</b>	01/07/2017			
6.	<b>Period of Validity</b>	From	01/07/2017	To	NA
7.	<b>Type of Registration</b>	Regular			
8.	<b>Particulars of Approving Authority</b>				
Signature					
Name					
Designation					
Jurisdictional Office					
9.	<b>Date of issue of Certificate</b>	28/07/2018			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

**This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 01/07/2017 .**



GSTIN	09BVJPS6135F1Z8
Legal Name	SUMIT SINGH
Trade Name, if any	M/S DAKSHAYANI ENTERPRISES

**Details of Additional Places of Business**

Total Number of Additional Places of Business in the State	0
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GSTIN	09BVJPS6135F1Z8
Legal Name	SUMIT SINGH
Trade Name, if any	M/S DAKSHAYANI ENTERPRISES

**Details of Proprietor**

1



Name	SUMIT SINGH
Designation/Status	prop
Resident of State	Uttar Pradesh





(2)

Stamp: Rs. 1000/-  
e-Stamp No. IN-UP10307200298108X  
Dated: 26/04/2025

## CONSORTIUM MEMORANDUM OF UNDERSTANDING

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU') is made and entered into this 26 Day of April, 2025, by and among:

1. **ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED**, registered under the Companies Act, through its Director Mr. Nirbhay Pratap Singh S/o Devendra Pratap Singh having their principal place of business at 753/A FIRST FLOOR NEAR RAGHUKUL VIDYAPEETH KHADRA SHAH MAZAR, GONDA, U. P., Pin271001 hereinafter referred to which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART:

AND

2. **M/S DAKSHAYANI ENTERPRISES**, through its Proprietor Mr. Sumit Singh having their principal place of business at 01, Hotel Gonard, Vishnupuri Colony, Gonda-271001 hereinafter referred to which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART:

All the above parties for the purpose of this MOU hereinafter individually called the 'Member' and collectively called the 'Members.

**Whereas**, vide the first consortium agreement registered in Book No. 4, Jild No. 85, at pages 1 to 12 as Serial No. 7 on 18-02-2025 in the office of the Sub-Registrar, Gonda, and the second consortium agreement registered in Book No. 4, Jild No. 85, at pages 29 to 40 as Serial No. 8 on 10-03-2025 in the office of the Sub-Registrar, Gonda, Mr. Prateek Bhushan Singh, Mr. Sumit Singh, Mr. Nirbhay Pratap Singh, Mr. Vishal Singh, Mr. Hans Raj, Mr. Nakched, and Mr. Sushil Kumar Singh formed a consortium under the leadership of **Archa Infrastructure and Developers Private Limited** (Party No. 1 to the consortium agreement), with the objective of undertaking the development of one or more plotted development projects, group housing projects, townships, commercial complexes, and such other projects as the consortium may decide from time to time, at Village Rajapur and Village Mathura Chaubey, District Gonda.

**And whereas**, the Party of the Second Part, M/s Dakshyani Enterprises, through its Proprietor Mr. Sumit Singh, has joined the said consortium under this agreement with the same objectives.

Sumit Singh  


(3)

**WHEREAS**

- I. The Members intend to develop a Plotted Development at Village Rajapur & Mathura Chubey, District Gonda, Uttar Pradesh in accordance with the provisions of Layout Plan hereinafter referred to as Niyat Pradhikari/Nagar Magistrate, Viniyamt Kshetra (as amended from time to time);
- II. The Members have agreed to join hands in the form of a Consortium to provide the financial, technical, managerial, and other services for the said Project on the terms and conditions as set forth in this MOU;

**NOW, THEREFORE, this MOU witnesses as follows: -**

In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

Capitalized terms used in this MOU shall have their respective defined meanings, and/or shall have the meanings specified in the Integrated Township Policy and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

- a. 'Applicant' means the Consortium Applicant;
- b. 'Authority' means the Uttar Pradesh Housing and Development Board or the respective Development Authority as the case may be;
- c. 'Company' means a Company formed and registered under the Companies Act;
- d. 'Consortium' means the Consortium formed between the Members in accordance with this MOU;
- e. 'Development Authority' means Development Authority as defined in section-2 (g) of Uttar Pradesh Urban Planning and Development Act, 1973;
- f. 'Housing Commissioner' means the Housing Commissioner of the Uttar Pradesh Housing and Development Board;
- g. 'Layout Plan' means a self-contained Plotted Development planned, designed and developed in accordance with the provisions of Niyat Pradhikari/Nagar Magistrate, Viniyamt Kshetra (as amended from time to time);

*SK*



*[Signature]*



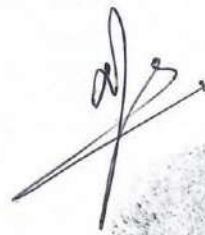

(47)

- h. 'lead Member' means the member of the Consortium which has been designated so by the other members of the Consortium as per the eligibility conditions laid down in the Layout Plan accordance with the provisions of Niyat Pradhikari/Nagar Magistrate, Viniamit Kshetra (as amended from time to time); and also authorized to take the lead in the management of the Consortium's affairs;
- i. 'Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- j. 'MOU' (Memorandum of Understanding) means a legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities;
- k. 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013:
- l. 'Private Developer' means an individual, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development and to whom a license has been granted by the Authority;
- m. 'Project' means the proposed Township for which the Applicant intends to procure license;
- n. 'Turnover' means as defined under section-2(91) of the Companies Act, 1956/2013:
- o. 'Uttar Pradesh Housing and Development Board' means Board as defined in section-2 (d) of Uttar Pradesh Avam Evam Vikas Parishad Adhiniyam, 1965;

## 1.2 Interpretation

- I. 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 vice-versa.
- II. References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department, or agency thereof.
- III. The headings and sub-headings are inserted for convenience only and shall not affect the context /objectives and interpretation of this MOU
- IV. References to the word 'include' and 'including' shall be construed without limitation.
- V. Any reference to 'day' shall mean a reference to a calendar day,

Sunita  

(5)

## 2. PURPOSE OF CONSORTIUM MOU

2.1 The purpose of this MOU is to specify the responsibilities of the Members towards the execution of the Project including land assembly, preparation of Detailed Project Report, securing of clearances, execution of development works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MOU.

## 3. 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 the complete discharge of all obligations by the Members Concerning the completion of the Project. The termination would be subject to clauses 13.1 to 13.3

## 4. COORDINATOR

4.1 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 **M/s. ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED** has been appointed as **Lead Member**. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire Project.

4.2 For the purpose of this MOU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Project 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.

4.3 All instructions/communications from the Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.

4.4 For the avoidance of doubt, it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by them under this MOU.

Sumit  


(6)

## 5. RIGHTS AND OBLIGATIONS

- 5.1 For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible.
- 5.2 The Lead Member shall be responsible for the transmission of any documents and information connected with the Project to the Members concerned.
- 5.3 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MOU.
- 5.4 Each Member shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all its obligations under this MOU.

## 6. RESPONSIBILITIES TOWARDS EACH OTHER

### 2.1 Each Member undertake:

- I. to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the Project; and
- II. to inform other Members of relevant communications it receives from third parties in relation to the Project.

2.2 Each Member shall act in good faith and use reasonable efforts to ensure time-bound compliance of their obligations under this MOU and promptly act to correct any error therein as soon as it came into the knowledge.

2.3 Each Member shall keep confidential all information of confidential nature, whether written or oral, concerning to this MOU and abide by the terms and condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.

2.4 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 third-party benefit.

Sunit  
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(7)

## 7. LIABILITIES

- 7.1 Liability towards each other: The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this MOU.
- 7.2 Indemnification of a Member for each other: Each Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.
- 7.3 Liability towards Third Parties: Subject always to such other undertakings and warranties as are provided for in this MOU, each Member shall be solely liable for any loss, damage or Injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or Knowhow.

## 8. REPRESENTATION AND WARRANTIES

### 8.1 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 into this MOU and to perform their obligations 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 the execution, delivery and performance of this MOU and all instruments or agreements required hereunder do not contravene, violate or constitute a 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 the 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 term of this MOU.
- d. The Members have read, understood, and agreed with the terms and conditions of this MOU.

Sumit



as



(8)

## 9. NOTICES

9.1 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.

9.2 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.

## 10. ARBITRATION

10.1 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.

10.2 Any dispute arising in connection with this MOU which 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.

## 11. FORCE MAJEURE

None of the members shall be held in default in the performance of the obligation, under this MOU, in the events of force majeure which without any limitation include war, civil, commotion, riots, Act of God, Government Action. In the event of force majeure, The members of the Consortium MOU undertake to consult each other.

## 12. CONSIDERATION

The Parties agree that all revenues arising from the Project after adjusting Project development expenses shall be distributed between all Parties in proportion of their respective land holdings over which Project shall be developed. The Parties may amend the distribution ratio with mutual consent.





(9)

### 13. TERMINATION OF CONSORTIUM MOU

Rejection of the application for grant of license by the Authority

- 13.1 This Consortium MOU may be terminated upon the arrival of the first of following events: -
- 13.2 Upon exit from the Integrated Township Policy subject to terms and conditions of the policy.
- 13.3 Upon completion of the Project.

### 14. MISCELLANEOUS

- 14.1 This MOU supersedes all prior discussions and agreements (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 Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.
- 14.2 Any provision of this MOU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.
- 14.3 This MOU shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.
- 14.4 The Schedule-1 shall have the same force and effect as if expressly set in the body of this MOU and any reference to this MOU shall include the Schedule-1.
- 14.5 Any Member of the Consortium can only be changed with the prior approval of the concerned Authority subject to fulfilment of minimum financial capability of the Consortium.
- 14.6 In case of any change in the members of the Consortium, an amended Consortium MOU shall be submitted to the Authority by the Lead Member.

Sumit



A handwritten signature in black ink, located at the bottom right of the page.





आवेदन सं०: 202500928009268

अनुबंध विलेख/घोषणा पत्र

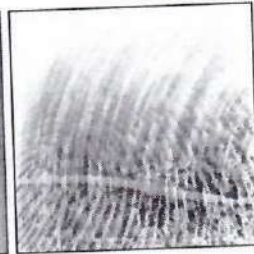
वर्ग सं०: 4

रजिस्ट्रेशन सं०: 33

वर्ष: 2025

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

श्री आर्का इन्फ्रासट्रक्चर एण्ड डेवलपर्स प्राइवेट लिमिटेड द्वारा  
निर्भय प्रताप सिंह अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री देवेन्द्र प्रताप सिंह  
व्यवसाय : अन्य  
निवासी: 753/ए फस्ट फ्लोर नियर रघुकुल विद्यापीठ खदरा शाह मजार गोण्डा



श्री, आर्का इन्फ्रासट्रक्चर एण्ड डेवलपर्स प्राइवेट लिमिटेड द्वारा  
निर्भय प्रताप सिंह अधिकृत  
पदाधिकारी/ प्रतिनिधि  
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04:55:46 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

डॉ० नरेन्द्र कुमार जैसल

उप निबंधक :सदर

गोंडा

26/04/2025

निबंधक लिपिक

26/04/2025



(10)

14.7 No variation or modification to the terms of this MOU shall be made except as may be permitted by the concerned Authority

IN WITNESS WHEREOF THE MEMBERS HAVE EXECUTED THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING ON THIS 26 Day of April , 2025 AT GONDA AND HAVE CAUSED THIS Consortium Agreement to be signed on their manner in the manner set out below;

(Nirbhay Pratap Singh)

Authorised Signatory of Party No. 1

MOB - 9984099000

(Mr. Sumit Singh)

Authorised Signatory of Party No. 2

MOB.- 9984229900

WITNESSES:

1. HARI LAL MAURYA Son of RAM BEERAN MAURYA  
R/O PATHAR , PARGANA DIKSHIR , TEHSIL TARABGANJ ,  
DISTRICT GONDA  
MOBILE NO – 8874066009  
AADHAAR NO - 733769537989





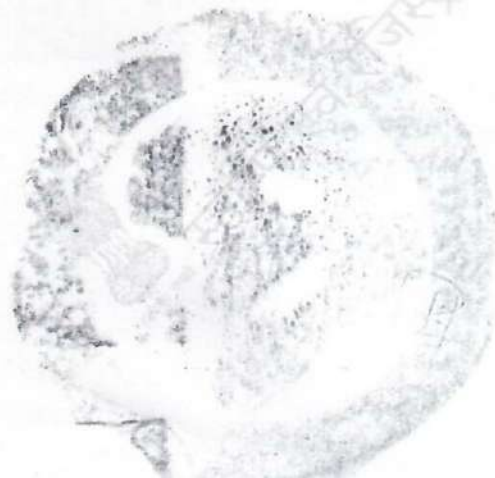
2. PATESHWARI DUTT PANDEY S/O GIRJA DUTT PANDEY  
R/O 999/2 , GAYATRI PURAM , CIVIL LINE , PARGANA  
TEHSIL AND DISTT GONDA  
MOBILE NO – 9415705696  
AADHAAR NO - 962092677192







निबंधक लिपिक गोंडा  
26/04/2025


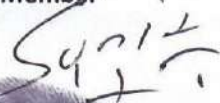


विश्व जल संस्थान विभाग, उत्तर प्रदेश

(11)

## Schedule – 1

**Roles and Responsibilities of each Member of the Consortium (Refer Clause No. 4.1, 4.4, and 14.4)**  
**(Describe the roles and responsibilities of each Member of the Consortium)**

Sr. No.	Detail of Member	Roles & Responsibilities
1.	<b>Lead Member</b>  <b>Name:</b> ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED  <b>Address:</b> 753/A FIRST FLOOR NEAR RAGHUKUL VIDYAPEETH KHADRA SHAH MAZAR, GONDA, U. P., Pin – 271001	<b>Lead Member</b>  
2.	<b>Member – 1</b>  <b>Name:</b> M/S DAKSHAYANI ENTERPRISES  <b>Address:</b> 01, Hotel Gonard, Vishnupuri Colony, Gonda - 271001	<b>Member</b>  



आवेदन सं०: 202500928009268

बही सं०: 4

रजिस्ट्रेशन सं०: 33

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

प्रथम पक्ष: 1

श्री आर्का इन्फ्रास्ट्रक्चर एण्ड डेवलपर्स प्राइवेट लिमिटेड के द्वारा निर्भय प्रताप सिंह, पुत्र श्री देवेन्द्र प्रताप सिंह

निवासी: 753/ए फस्ट फ्लोर नियर रघुकुल विद्यापीठ खदरा शाह मजार गोण्डा

व्यवसाय: अन्य

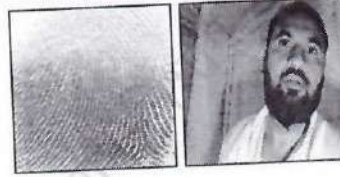


द्वितीय पक्ष: 1

श्री दशायनी इण्टरप्राइजेज के द्वारा सुमित सिंह, पुत्र श्री -

निवासी: -

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री हरी लाल मौर्या, पुत्र श्री राम वीरन मौर्या

निवासी: पथार परगना डिकसिर तहसील तरबागंज जिला गोण्डा

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री पाटेश्वरी दत्त पाण्डेय, पुत्र श्री गिरिजा दत्त पाण्डेय

निवासी: 999/2 गावत्रीपुरम सिविल लाइन परगना तहसील व जिला गोण्डा

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी :







डॉ० नरेन्द्र कुमार जैसल

उप निबंधक : सदर

गोंडा

26/04/2025

(12)


Sl. No.	Bahi	Khand	Pages	Date of Registration	Name & Address of Presenter	Newly Passport Size Photograph
1	2	3	4	5	6	7
					<p>M/s. Archa Infrastructure And Developers Private Limited</p> <p>Registered under Companies Act through its Director Mr. Nirbhay Pratap Singh having their principal place of business at 753/A, First Floor, Near Raghukul Vidyapeeth, Khadra Shah Mazar, Gonda-271001</p>	 
					<p>M/S DAKSHAYANI ENTERPRISES</p> <p>Through its Proprietor Mr. Sumit Singh having their principal place of business at 01, Hotel Gonard, Vishnupuri Colony, Gonda - 271001</p>	 
					<p>Witness - 1</p> 	
					<p>Witness - 2</p> 	



आवेदन सं०: 202500928009268

वही संख्या 4 जिल्द संख्या 80 के पृष्ठ 13 से 34 तक क्रमांक 33 पर दिनांक 26/04/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
डॉ० नरेन्द्र कुमार जैसल  
उप निबंधक : सदर  
गोंडा  
26/04/2025





**FORM B**

[See rule 3(4)]

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER**

**Affidavit cum Declaration**

Affidavit cum Declaration of M/s. DAKSHAYANI ENTERPRISES a Proprietorship Firm, co-promoter of the proposed project of M/s. Archa Infrastructure And Developers Private Limited;

I, Sumit Singh proprietor of the Firm M/S DAKSHAYANI ENTERPRISES do hereby solemnly declare, undertake and state as under:

1. That co-promoter M/s. DAKSHAYANI ENTERPRISES, have a legal title to the land on which the development of the proposed project is to be carried out.
2. That the said land is free from all encumbrances.
3. That the time period within which the project shall be completed is one year and one month (till 31-03-2026).
4. That seventy percent of the amounts realized by the promoter for the real estate project from the allottee's, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That the promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

*Sumit*

8. That the promoter shall take all the pending approvals on time, from the competent authorities.

9. That the promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

10. That the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.



*Sumit*  
Deponent

### Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at on this day of 26-04-2025

*Sumit*  
Deponent

Solemnly Affirmed &  
Declared before me  
on... *26-4-25*  
Tripurari Prasad Upadhyay  
Notary Distt Gonda (I.P.)

TO LUCKNOW

45.0 MT. WIDE ROAD

TO GONDA

# PHASE-1



OTHERS' PROPERTY

H.T. LINE

H.T. LINE

OTHERS' PROPERTY

SECTOR-B

SECTOR-A

SECTOR-C

GARBAGE COLLECTION-03 (3 no.)  
-54.22 SQ.MT.

INFORMAL KIOSK-03 (3 no.)  
-41.28 SQ.MT.

**ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED**

Ref.: .....

Date: .....

To  
The Branch Manager  
HDFC Bank  
Gonda Branch  
Gonda U.P.

**Subject:** Implementation of Standing Instructions for RERA Account

**Reg:** Project "Gonard City"

**Promoter:** Archa Infrastructure and Developers Private Limited

Dear Sir,

We wish to inform you that we have opened the 3 bank accounts under RERA for our project "Archa Infrastructure and Developers Private Limited" with your branch as mentioned below:

	Collection Account (100%)	Separate Account (70%)	Transaction Account (30%)
<b>Name on Account</b>	AIADPL COLLECTION AC GONARD CITY	AIADPL SEPARATE AC GONARD CITY	AIADPL RERA TRANSACTION AC GONARD CITY
<b>Account Number</b>	99999840990001	99999840990002	99999840990003

We request your bank to set up a standing instruction from Collection Account (100%) no. 99999840990001 to our Separate Account (70%) no. 99999840990002 and Transaction Account (30%) no. 99999840990003 as per the details provided below:

**Table for Transfer**

<b>Debit Account Number</b>	99999840990001 (100% Amount)
<b>Credit Account Number</b>	99999840990002 (70% Amount)
<b>Credit Account Number</b>	99999840990003 (30% Amount)
<b>Frequency</b>	Daily EOD

Kindly do the needful.

Thanking You,

Yours Faithfully,

For Archa Infrastructure and Developers Private Limited

Director





**GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

## **Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

The Corporate Identity Number of the company is

\*

\*



Digital Signature Certificate

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on [www.mca.gov.in](http://www.mca.gov.in)

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Mailing Address as per record available in Registrar of Companies office:



\* as issued by the Income Tax Department

# आयकर विभाग INCOME TAX DEPARTMENT



# भारत सरकार GOVT. OF INDIA

सत्यमेव जयते



Oct 13, 2022

Ref.No.: 88305920114565/TAN/NEW

**TO,**  
**ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED**  
**753/A FIRST FLOOR NEAR RA**  
**VIDYAPEETH KHADRA SHAH MA**  
**GHUKUL**  
**ZAR**  
**GONDA, GONDA-271001**  
**UTTAR PRADESH**  
**TEL. NO.:9984099000**

Sir/Madam,

**Sub : Allotment of Tax Deduction Account Number (TAN) as per Income Tax Act,1961**

Kindly refer to your application (Form 49B) dated Oct 13, 2022 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation:

**LKNA17694F**

Please quote the same in all TDS challans, TDS Certificates, TDS returns, Tax Collection at Source (TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

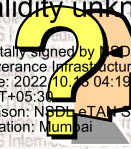
The above TAN should also be used as Tax Collections at Source Account Number under section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, allotted to you earlier.

**Income Tax Department**

**Validity unknown**



Digitally signed by Income Tax Department  
Goverance Infrastructure Ltd.  
Date: 2022.10.13 04:19:10  
GMT+05:30  
Reason: NFD e-TAN Sign  
Location: Mumbai

**Caution :** Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.

# ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED

Ref.: .....

Date: .....

To,  
Technical Advisor,  
U.P. RERA, Lucknow - 226007

Date: 03-04-2025

**Sub: Response to Objection Raised as per for filing of ITR of Archa Infrastructure And Developers Private Limited**

Dear Sir,

The ITR for M/s. Archa Infrastructure And Developers Private Limited for A.Y. 2022-23 is not applicable since the company was incorporated on 13-10-2022. The first ITR is due for A.Y. 2023-24, making the ITR for A.Y. 2022-23 irrelevant.

Thanking You  
For M/s. Archa Infrastructure And Developers Private Limited  
(Promoter of the Project Gonard City)



*Nirbhay Pratap Singh*  
Nirbhay Pratap Singh  
(Authorised Signatory)