



IV (V)

INDIA NON JUDICIAL



IN-UP08209148455156X

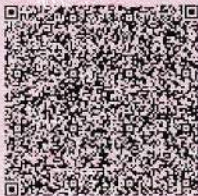
Government of Uttar Pradesh

e-Stamp

8/2025



Certificate No. : IN-UP08209148455156X
 Certificate Issued Date : 19-Feb-2025 01:36 PM
 Account Reference : NEWIMPACC (SV)/ up14321904/ GONDA SADAR/ UP-GND
 Unique Doc. Reference : SUBIN-UPUP1432190413625879430628X
 Purchased by : SUSHIL KUMAR SINGH
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : ARCHA INFR AND DEV PVT LTD DIR NIRBHAY PRATAP SING
 Second Party : SUSHIL KUMAR SINGH
 Stamp Duty Paid By : SUSHIL KUMAR SINGH
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



Please write or type below this line

OK
10/3/25

[Handwritten Signature]



[Handwritten Signature]



QE 0025212854

State of Uttar Pradesh
 The genuineness of the stamp certificate should be verified at www.shcstamps.com or using e-Stamp Mobile App of Stock Holding Corporation of India del. on the Certificate and as available on the website / Mobile App renders it invalid.
 The onus of checking the genuineness is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority.

(27)

Stamp - 1000

e stamp No. - IN-UP08209148455156X

Dated : 19-02-2025

CONSORTIUM MEMORANDUM OF UNDERSTANDING

THIS CONSORTIUM MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the MOU) is made and entered into this 19 Day of February, 2025, by and among:

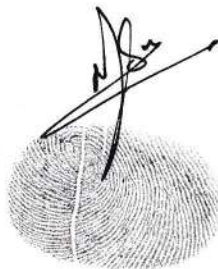
1. ARCHA INFRASTRUCTURE AND DEVELOPERS PRIVATE LIMITED, registered under the Companies Act, through its Director Mr. Nirbhay Pratap Singh S/o Devendra Pratap Singh having their principal place of business at 753/A FIRST FLOOR NEAR RAGHUKUL VIDYAPEETH KHADRA SHAH MAZAR, GONDA, U. P., Pin - 271001 hereinafter referred to which expression shall unless repugnant to the context thereof include his Successors, of the ONE PART:
2. **Mr. Sushil Kumar Singh** s/o Ghanshyam Singh having their address at Sakipur, Gonda-271309 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.'


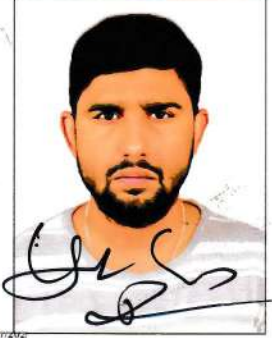





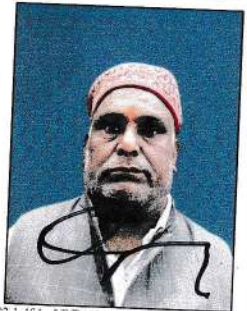
WHEREAS

- I. The Members intend to develop an 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: -



(3)

Sl. No.	Bahi	Khand	Pages	Date of Registration	Name & Address of Presenter	Newly Passport Size Photograph
1	2	3	4	5	6	7
					M/s. Archa Infrastructure And Developers Private Limited 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	 
					Mr. Sushil Kumar Singh Sakipur, Gonda-271309	 
					Witness - 1 हरी लाल शर्मा S/O रामवीर शर्मा निवासी पंचार पट्टा सिमल तहसील गंडा जिला गंडा	 
					Witness - 2 पाटे शबरी दत्त शर्मा एडवोकेट	 

(4)

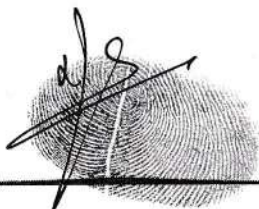
In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows:

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, Viniyamit Kshetra (as amended from time to time);
- 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, Viniyamit 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;



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- 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 Avas Evam Vikas Parishad Adhiniyam, 1965;

1.2 Interpretation

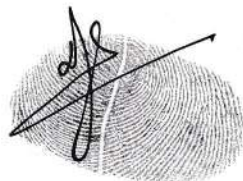
- I. For the purpose of this MOU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- II. References to a 'person' if any shall, where the context so admits, include references 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,

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.

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



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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.

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.







आवेदन सं०: 202500928004847

अनुबंध विलेख/घोषणा पत्र

कही सं०: 4

रजिस्ट्रेशन सं०: 8

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री आर्का इन्फ्रास्ट्रक्चर एण्ड डेवलपर्स प्रा०लि० 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 इन्फ्रास्ट्रक्चर एण्ड डेवलपर्स निर्भय प्रताप सिंह
प्रा०लि० द्वारा अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
10/03/2025 एवं 02:28:47 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

डॉ० नरेन्द्र कुमार जैसल
उप निबंधक :सदर
गोंडा
10/03/2025

निबंधक लिपिक
10/03/2025

(8)

- 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.

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.





निबंधक लिपिक गौडा
10/03/2025

(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.
- 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 19 Day of February, 2025 AT GONDA AND HAVE CAUSED THIS Consortium Agreement to be signed on their manner in the manner set out below;





आवेदन सं०: 202500928004847

बही सं०: 4

रजिस्ट्रेशन सं०: 8

वर्ष: 2025

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

प्रथम पक्ष: 1

श्री आर्का इन्फ्रास्ट्रक्चर एण्ड डेवलपर्स प्रा०लि०

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 सुशील कुमार सिंह, पुत्र श्री घनश्याम सिंह

निवासी: साकीपुर गोण्डा

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री हरीलाल मौर्या, पुत्र श्री रामकरन मौर्य

निवासी: पथार परगना डिक्सर तहसील
तरबगंज जिला गोण्डा

व्यवसाय: अन्य



पहचानकर्ता : 2

श्री पाटेश्वरी दत्त पाण्डेय एडवोकेट, पुत्र श्री -

निवासी: गोण्डा

व्यवसाय: अन्य



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

टिप्पणी :

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

डॉ० नरेन्द्र कुमार जैसल

उप निबंधक : सदर

गोंडा

10/03/2025

(10)

WITNESSES:




1.



2.



(Nirbhay Pratap Singh)
Authorised Signatory of Party No. 1


(Mr. Sushil Kumar Singh)
Party No. 2



आवेदन सं०: 202500928004847

बही संख्या 4 जिल्द संख्या 85 के पृष्ठ 29 से 40 तक
क्रमांक 8 पर दिनांक 10/03/2025 को रजिस्ट्रीकृत किया गया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

डॉ० नरेन्द्र कुमार जैसल

उप निबंधक : सदर

गोंडा

10/03/2025