

उत्तर प्रदेश UTTAR PRADESH



CONSORTIUM AGREEMENT

This Consortium Agreement is made amongst

1. M/S Shalimar KSMB Projects registered partnership firm, having its registered office at Shalimar Square, B.N. Road Lalbagh, Lucknow through its partner Shalimar Corp Ltd. by its Director Mr. Khalid Masood (hereinafter referred as the FIRST PARTY) of the first part.

For KSM Bashir Mohd & Sons

*Arif Zami Farooqi*  
Partner

S A Mohabbat Puri Ltd

Director

*Shalimar Corp Ltd*  
*Arif Zami Farooqi*  
*Partner*

*Shalimar Corp Ltd*

**F**

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~~04-2011/10-10-12~~

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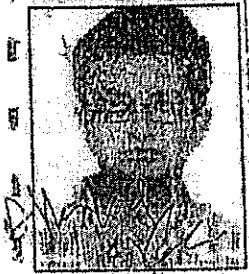
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उत्तर प्रदेश UTTAR PRADESH

BU 238115



AND

2. S. A. INFRABUILD Pvt. Ltd. a Company incorporated under the Companies Act, 1956, having its registered office at 51/69, Domdom Road, 3 No. Hari Kali Colony Kolkata-74. (W.B.) through its Director Mohd. Karceem Farooqui.

AND

*Shakeen Aijaz Farooqui*  
*Asst. Zameen Farooqui*  
*Director*

For KSM Beshir  
*Asst. Zameen Farooqui* Partner  
S. A. Infrabuild Pvt Ltd  
*Director*

*Rohini A. Farooqui*

*[Signature]*

3103  
 Charles L. Embury  
 [Signature]

जब आप मद्रास आते हैं तो को भी जाने देंगे  
 आप/दी मिडिलस्टेज लेक्चरर  
 विभागीय  
 व की अकादमी कृष्णा नदी  
 आप की श्री. एन. ए. अकादमी में  
 जगदीश मोर 11/10 विभागीय लेक्चरर

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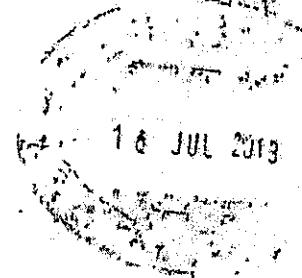
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उत्तर प्रदेश UTTAR PRADESH

BU 238116



3. M/S K.S.M. BAHIR MOHAMMAD. & SONS, a registered partnership firm, having its registered office at 24, New Berry Road, Lucknow, Through its partner Mr. Arif Zamir Farooqi S/O Late Z.M. Farooqi

AND

4. SMT. REHANA FAROOQI D/O AKHTAR MOHAMMAD, resident of 24, New Berry Road, Lucknow,

AND

*Arif Zamir Farooqi*  
Arif Zamir Farooqi  
Rehana Farooqi

For KSM Bashir Mohd. & Sons

*Arif Zamir Farooqi*  
S.A. Infrabuild Pvt Ltd  
Director

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Figure 1

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109 *Arctostaphylos* 12 S. m. b. Hay

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*[Signature]*

SECRET

11-2-2017

5. MOHD. ZAKARIA S/O Mr. ZAKIR MOHAMMAD  
FAROOQI resident of 24, New Berry Road, Lucknow.

AND

6. Mr. ARIF ZAMIR FAROOQI LATE Z.M.FAROOQI  
resident of 24, New Berry Road, Lucknow.

AND

7. Mr. KHALID FAROOQI S/O Mr. AZHAR  
MOHAMMAD resident of 24, New Berry Road,  
Lucknow.

AND

8. SMT. SHAHEEN ARIF FAROOQI W/O Mr. ARIF  
ZAMIR FAROOQI resident of 24, New Berry Road,  
Lucknow

Parties no. 1 to 8 (hereinafter collectively referred to  
as **Shalimar KSMB PROJECTS CONSORTIUM**  
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 all the above mentioned parties entered  
and executed this consortium agreement for forming  
a consortium of developers with the object of  
development of various complexes including but not  
limited to residential Township in the State of Uttar  
Pradesh.

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

1. LEAD MEMBER :

*Muaid Farooqi*  
*Shahen Arif Farooqi*  
*Arif Zamir Farooqi*  
*Mohammed*  
*Rahman Arif Farooqi*

For KSMB Baidia Moh. G. Farooqi  
*Arif Zamir Farooqi*  
Partner  
S A Infrabuild Pvt Ltd  
*[Signature]*  
Director





1.1 All the Consortium member mutually decided to appoint M/S Shalimar KSMB Projects as lead member.

## 2. AIM AND SCOPE OF CONSORTIUM AGREEMENT :

2.1 The sole aim of this Consortium Agreement is for the development of the land in Village Ghaila & Ali Nagar.

2.2 The Lead Member shall prepare and submit Drawings, Design , develop, finance, construct, sell, operate, and maintain the said properties.

## 3. SHAREHOLDING BASIS IN CONSORTIUM :

3.1 M/S Shalimar KSMB Projects shall act as a lead member of the Consortium.

3.2 The Shareholding of the members of the consortium shall be mutually decided later on.

## 4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION

4.1 Up to the Allotment of the project in the name of Consortium, all cost relating to the Project shall be borne by the M/S Shalimar KSMB Projects

*Shalimar*  
*Shalimar KSMB Projects*  
*Shalimar KSMB Projects*  
*Shalimar KSMB Projects*  
*Shalimar KSMB Projects*

For KSM Bashir Mohi & Son

*Amir Zamin Farooq*

S A Infrabuild Pvt Ltd

*Director*



4.3 Upon completion of the Project any profit and loss shall be shared by the Consortium members in ratio of their shareholding.

**5.1 GOVERNING LAW:** This Consortium Agreement shall in respect be construed in accordance with the Laws of India as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

**5.3 SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be

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referred to the arbitrator to be decided mutually,  
whose decision shall be binding.

**5.4 WAIVER:** The wavier of any member of any breach of any terms of the consortium agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be waiver of the subsequent breach.

**5.5 CONFIDENTIALITY :** All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly as confidential by the other members and shall not be share by any other outside agency except the government of Uttar Pradesh.

**5.6 NOTICES:** Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement or send by facsimile to the party to the address appearing in the beginning of the consortium Agreement.

**5.7 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 / or mutually agreed by the Consortium members.

*Muaid Farooq*  
*Shahenaz Farooqi*

*Amir Zamin Farooqi*  
*Partner*

*Rohana Farooqi*

For LSM Bashir Mohd. & Sons

*Amir Zamin Farooqi*  
Partner

*Amir Zamin Farooqi*  
Partner

*Amir Zamin Farooqi*  
Partner



**VALIDITY:**

**5.9 TERMINATION - OF CONSORTIUM**

**AGREEMENT:** This Consortium Agreement shall be terminated upon the completion of the Project

**5.8 MISCELLANEOUS / LIABILITY :**

Nothing in this shall be construed providing for the sharing of Profit & Loss arising out of the efforts of any of the members, except as may be provided for in any resultant sub contract or Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any obligation or liable for any financial compensation arising out of the termination of this Consortium Agreement, to other members of this consortium agreement. No Party shall be liable to the other party / members for any indirect, incidental, special or consequential damages however caused, whether as consequences of the negligence of the one member or otherwise. It is further clarified that no immovable property is being transferred by this consortium agreement.

IN WITNESS WHEREOF THE MEMBERS HAVE EXECUTED THIS  
CONSORTIUM AGREEMENT ON THIS 11<sup>th</sup> DAY OF June, 2014  
AT LUCKNOW AND HAVE CAUSED THIS CONSORTIUM

*Muhammad Farooq*  
*Shaban Ali Farooq*  
*Amir Zamin Farooq*  
*Farooq*

For L3M Bashir Mohd. & Sons  
*Amir Zamin Farooq*  
Partner

S A Infrabuild Pvt. Ltd  
*[Signature]*  
Director

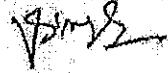
*Rohit Kumar*



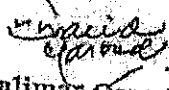


AGREEMENT TO BE SIGNED ON THEIR MANNER IN THE  
MANNER SETOUT BELOW.

WITNESSES :-

1.   
(V.P. Singh)  
Advocate  
Civil Court  
Lucknow

(1) For Shalimar KSMB Projects

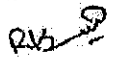
  
(Director Shalimar Corp Ltd.)

Partner

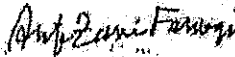
(2) S.A. INFRABUILD Pvt. Ltd.

  
Director

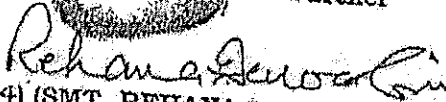
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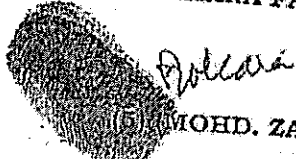
  
Rajnish Kumar Sharma  
S/o V. N. Sharma  
403/166 Choukhatia, Meer

(3) M/S K.S.M. BAHIR MOHAMMAD. & SONS,

  
Partner

Partner

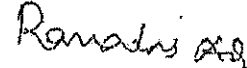
  
(4) (SMT. REHANA FAROOQI)

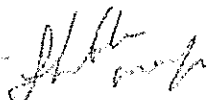
  
(5) (MOHD. ZAKARIA)

  
(6) (Mr. ARIF ZAMIR FAROOQI)

  
(7) (Mr. KHALID FAROOQI)

  
(8) (SMT. SHAHEEN ARIF FAROOQI)

Drafted by 

Typed by 

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ॐ श्रीगणेशाय नमः

