

Rs. 1000/- E- stamp Certificate
No. IN-UP40778004530718X
Dated 09/01/2025

CONSORTIUM MOU

This Consortium MOU is made and executed at Lucknow on this 9th day of January 2025.

BETWEEN

1. M/S TRUSCAPE REALTY, a partnership firm, having its principal place of business and office at 11/12, Sector-11, Vrindavan Yojana, Lucknow, U.P.-226029 through its partner Mr. Shashank Srivastava son of Sri Vinod Kumar Srivastava, hereinafter referred to as "LEAD MEMBER" Which expression shall unless repugnant to the context thereof include its nominees, successors and the permitted assigns, of the FIRST PART; AND
2. Mr. Javendra Kumar Tiwari (PAN-CVMPK6517M) son of Sri Vinod Kumar Tiwari R/O Village-Nigohan, District-Lucknow, U.P., hereinafter referred to as "CONSORTIUM MEMBER" Which expression shall unless repugnant to the context thereof include its nominees, successors and the permitted assigns, of the SECOND PART; AND

Party No. 1 is a Lead Developer and Party No. 2 is hereinafter referred to as CONSORTIUM MEMBERS which expression unless repugnant to the context or meaning thereof, be deemed to include its legal heirs, nominees, successors, authorized signatory and the permitted assigns).





WHEREAS the Lead member has already entered into and executed a consortium agreement, which is registered in the office of Sub-Registrar at Bahi 4 Jild 159 Pages 37 to 54 at Serial No. 300 on 21.09.2024. Lead Member in order to proper functioning decided to include 1 new member i.e Party no. 2 to join hands in the form of a Consortium to provide the financial, technical, managerial and other services for the development of a Project on the terms and conditions as set forth in this MOU. All the above mentioned parties entered and executed this CONSORTIUM MOU for forming a Consortium with the object of development of real estate project in Village-Bhagukhera, Tehsil-Sarojani Nagar, District-Lucknow, Uttar Pradesh, (Hereinafter referred to as "Project") and for submitting the proposal to the Government of Uttar Pradesh or UPSIDA (Formerly known as "LIDA") or any other statutory authority including UPRERA for development of real estate project.

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

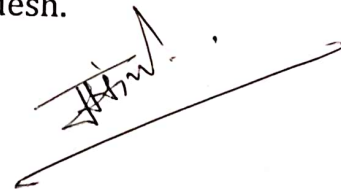
1. Lead Member:

1.1 Consortium members mutually decided to appoint M/S TRUSCAPE REALTY, as Lead Member and authorized it to work, take decisions, handle financial inflow and outflow or otherwise as a sole entity, in the interest of all the members.

2. Aim and Scope of Consortium Agreement:

2.1 The sole aim of this Consortium Agreement is for the development of the real estate project in Village-Bhagukhera, Tehsil-Sarojani Nagar, District-Lucknow, Uttar Pradesh.





- 2.2 The Lead Member shall be absolutely authorized by the Consortium Members to submit applications, representation and declarations on their behalf before concerned authorities for taking approvals, carrying out development and completion of the Said Land/Project. Lead member is also authorized to make any arrangement/agreement with any third party for construction/development of the project.
- 2.3 The Lead Member shall be responsible to obtain from government authorities/departments all permissions, no- objections and sanctions of building plan, layout plans, revised layout plans required for development and completion of the Project as well as revised plans for development/construction.
- 2.4 The Lead Member shall deal with all government authorities for obtaining requisite permissions, approvals, sanctions etc. for the commencement, and completion of the Said Project.
- 2.5 The Lead Member shall be responsible for making payments for all fees, charges, costs and expenses in connection with the Project.
- 2.6 The Lead Member shall solely or jointly, at its discretion, be authorized to negotiate and transfer the developed units of all
- 2.6 The Lead Member shall solely or jointly, at its discretion, be authorized to negotiate and transfer the developed units of all the consortium members upon sanction of the project from the UPSIDA or any concerned competent authority.

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2.4 All the liability of obtaining the necessary permissions, sanctions and licenses for developing the Project including Residential, commercial & institutional development etc. on the Project Land shall be on the Lead member at its own cost. In case of any claim/suit, consumer complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers in any court including but not limited in UPRERA, the all consortium members including Lead Member shall be liable and responsible for the same.

3. **DURATION:-** This MOU shall come into force and effect on as of the date of signing of this MOU by the members. This MOU shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project in all aspects.

4. **COORDINATOR**

4.1 The members hereby understand and agree that 'Lead Member' 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 TRUSCAPE REALTY has been appointed as Lead member. The Lead member shall be specifically authorized by the members to make representations and declarations on their behalf.

4.2 For the purpose of this Agreement, 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 Agreement.

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 and liable for any defect in right, title or interest in the project land related to them unless and until they transferred their land in favour of Lead Member or its nominee.

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

5.1 Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by Lead Member M/S TRUSCAPE REALTY.

5.2 Upon completion of the Project, saleable area/built-up area shall be shared among all Consortium Members in the ratio of their Land shareholding/contribution, as per mutual consent, or as per terms and conditions of a supplementary agreement, if executed between parties.

6. GENERAL TERMS AND CONDITIONS:

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.

5.2 **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, and Government action. In the event of force majeure, the members of the **Consortium Agreement** undertake to consult each other.

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 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.
- 5.5 **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises. Terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Consortium Agreement. This Consortium Agreement also supersedes all previous communications and other consortium agreement between the members written or oral for this project. Any supplementary agreement, MOU or any other document executed between lead member and consortium member, shall be treated as part and parcel of this registered consortium agreement.
- 5.6 **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 confidential by the other members and shall not be share by any other outside agency except the Government of Uttar Pradesh.
- 5.7 **NOTICES:** Any notice required pursuant to this Consortium Agreement shall be given 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.

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आवेदन सं०: 202501041001086

भागीदारी विलेख

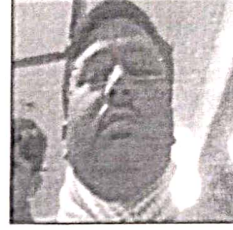
बही सं०: 4

रजिस्ट्रेशन सं०: 11

वर्ष: 2025

पतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 60 योग : 560

श्री ब्रुस्केप रियलिटी द्वारा
शशांक श्रीवास्तव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री विनोद कुमार श्रीवास्तव
व्यवसाय : व्यापार
निवासी: सी-70, साउथ सिटी, रायबरेली रोड, लखनऊ



Shashank

शशांक श्रीवास्तव अधिकृत
पदाधिकारी/ प्रतिनिधि

श्री, ब्रुस्केप रियलिटी द्वारा

ने यह लेखपत्र इस कार्यालय में दिनांक 09/01/2025
एवं 04:28:41 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

BS

दिनेश शंकर बाजपेई, प्रभारी
उप निबंधक, सरोजनीनगर द्वितीय
लखनऊ
09/01/2025

BS

दिनेश शंकर बाजपेई
निबंधक लिपिक
09/01/2025

प्रिंट करे



5.8 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.

VALIDITY:

5.9 (i) TERMINATION OF CONSORTIUM AGREEMENT: This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- Rejection of our proposal by the Government of Uttar Pradesh or any other competent authority.
- Upon Completion of the Project.

(ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project.

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

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आवेदन सं०: 202501041001086

बही सं०: 4

रजिस्ट्रेशन सं०: 11

वर्ष: 2025

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

भागीदार: 1

श्री नुस्केप रियलिटी के द्वारा शशांक श्रीवास्तव, पुत्र श्री विनोद कुमार श्रीवास्तव

निवासी: सी-70, साउथ सिटी, रायबरेली रोड, लखनऊ

व्यवसाय: व्यापार

भागीदार: 2



श्री जावेद कुमार तिवारी, पुत्र श्री विनोद कुमार तिवारी

निवासी: ग्राम निगोहा, जिला लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री विजय कुमार सिंह, पुत्र श्री चन्द्रिका नन्दन सिंह

निवासी: म0 नं0 404, ऐलवाल, आजमगढ़, उ0प्र0

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री मनीष कुमार, पुत्र श्री प्रकाश चन्द्र

निवासी: छूलमऊ, देला, उन्नोव, उ0प्र0

व्यवसाय: अन्य



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

टिप्पणी: प्रतिफल के प्राप्ति की विक्रेता द्वारा लेखपत्र में अंकित विवरण अनुसार पुष्टि की गई।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दिनेश शंकर बाजपेई, प्रभारी
उप निबंधक: सरोजनीनगर द्वितीय
लखनऊ
09/01/2025

दिनेश शंकर बाजपेई
निबंधक लिपिक लखनऊ
09/01/2025

प्रिंट करें

IN WITNESS WHEREOF the lead member and members have executed this **Consortium Agreement** on this 9th Day of January 2025 at Lucknow and have caused this **Consortium Agreement** to be signed with their thumb impression in the manner set out below.

WITNESSES:

Singh

1- Mr. Vijay Kumar Singh
S/o Sri Chandrika Nandan Singh
R/o House No. 404, Ailwal,
Azamgarh, Uttar Pradesh- 276001
Mob No. 7860027661



Lead Member

Shankar



मनीष कुमार

2- Mr. Manish Kumar
S/o Prakash Chandra
R/o Chhulamau, Dela,
Unnao.-209825.
Mob No. 9984824028



Consortium Members

Shankar



Typed By :

Kamal
(Kamal Verma)

Drafted By:

U. Girwan
करुणा शंकर कविशर्मा करुणेश
एडवोकेट
चैम्बर-निबन्धन भवन का गेट
कैसरबाग, लखनऊ
मो- 9335374800

आवेदन सं०: 202501041001086

बही संख्या 4 जिल्द संख्या 7 के पृष्ठ 369 से 386 तक क्रमांक 11 पर
दिनांक 09/01/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

DS

दिनेश शंकर बाजपेई, प्रभारी
उप निबंधक : सरोजनीनगर द्वितीय
लखनऊ
09/01/2025

