



Government of Uttar Pradesh



e-Stamp

8982 / 24



Certificate No. : IN-UP61886910161827W
 Certificate Issued Date : 28-Aug-2024 02:53 PM
 Account Reference : NEWIMPACC (SV)/ up14214504/ LUCKNOW SADAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUP1421450420499534484653W
 Purchased by : MS INDUSTRIES AND OTHERS
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : AKASA EARTH DEVELOPERS PRIVATE LIMITED
 Second Party : MS INDUSTRIES AND OTHERS
 Stamp Duty Paid By : MS INDUSTRIES AND OTHERS
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)

80

37005



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Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.e-stamp.ups.gov.in or using e-Stamp Mobile App of Stock Holding Corporation of India Limited and as available on the website / UPI or App (android & ios).
2. The mode of checking the legitimacy is on the basis of the certificate.
3. In case of any discrepancy please inform the Stamp duty Authority.

Vertical text on the left margin: 28-Aug-2024 02:53 PM IN-UP61886910161827W

Vertical text on the right margin: MS INDUSTRIES AND OTHERS

भारत सरकार
GOVERNMENT OF INDIA

आधार



Kunvar Durgesh Singh
जन्म तिथि / DOB : 28/05/1980
पुरुष / MALE
Mobile No. 9838202585
3061 5595 8919
VID:9115 2958 9909 9089

Issue Date: 18/05/2015

आधार - आम आदमी का अधिकार

Durgesh Singh

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

AADHAAR



Download Date: 4/9/2022

Address
S/O: Veerpal Singh, 107-sa, ruchi khand-2nd, infront of
BSNL telephone exchange, sharda nagar, Lucknow,
Lucknow Uttar Pradesh - 226002

3061 5595 8919
VID:9115 2958 9909 9089



1947 | help@uidai.gov.in | www.uidai.gov.in

भारत सरकार
Government of India

अखिलेश पाण्डेय
Akhilesh Pandey
जन्म तिथि / DOB : 29/04/1990
पुरुष / Male

Issue Date: 09/11/2016

7754 4433 3434

मेरा आधार, मेरी पहचान

Akhilesh

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India


पता: द्वारा: बृज नारायण पाण्डेय,
टिकुरीदशरथपुर, टिकुर दशरथपुर, प्रतापगढ़, उत्तर
प्रदेश, 230201
Address: C/O: Brij Narayan Pandey,
tikuridashrathpur, Tikuridashrathpur,
Pratapgarh, Uttar Pradesh, 230201

Print Date: 12/05/2022

7754 4433 3434

1947 help@uidai.gov.in www.uidai.gov.in

भारत सरकार
Download Date: 31/08/2020



अनिल पाण्डे
Anil Pandey
जन्म तिथि/DOB: 07/02/1985
पुरुष/ MALE

Issue Date: 21/1/2014

8110 9084 9669

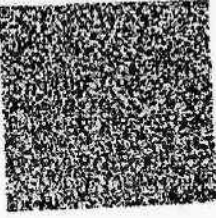
आधार - आम आदमी का अधिकार

अनिल पाण्डे

भारत सरकार
आधार प्रतिकरण
Unique Identification Authority of India

पता:
S/O: स्व घनश्याम पाण्डे, 71 सेनानी विहार, रायबरेली
रोड, तेलीबाग, लखनऊ, लखनऊ,
उत्तर प्रदेश - 226025

Address:
S/O: Late Ghanshyam Pandey, 71 Senani
Vihar, Raibarely Road, Telibagh, Lucknow,
Lucknow,
Uttar Pradesh - 226025




8110 9084 9669


1987
1980 198 1947

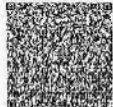
help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1987,
Bengaluru-560 081


भारत सरकार
 Government of India



 अमित कुमार पाण्डेय
 Amit Kumar Pandey
 जन्म तिथि/DOB: 04/05/1991
 पुरुष/ MALE



8232 1702 0283
 VID: 9127 3552 3424 1089

मेरा आधार, मेरी पहचान

Amit


भारतीय रिजिस्ट्रार जनसंख्या प्राधिकरण
 National Identification Authority of India

पता:
 आतकज: शशि भूषण पाण्डेय, टिकुरी दसरथपुर, टिकुर
 प्रतापगढ़, उत्तर प्रदेश - 230201

Address:
 S/O: Shashi Bhushan Pandey, tikur
 dasarathpur, Tikurdashrathpur,
 Pratappgarh,
 Uttar Pradesh - 230201



8232 1702 0283
 VID: 9127 3552 3424 1089

QR Code with Photograph
www.uidai.gov.in

 भारत - सरकार
GOVERNMENT OF INDIA


 मोनू राव
Monu Rawat
जन्म तिथि/ DOB: 06/04/1999
पुरुष / MALE

6750 0152 3122







आधार - आम आदमी का अधिकार

मोनू

 आधार
एन सी ई आर प्रमाण प्रधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: Address:
आत्मज: कल्लू राव, S/O: Kallu Rawat, Piprauli South City,
पिपराूली साउथ सिटी, Lucknow, Lucknow,
लखनऊ, लखनऊ, Uttar Pradesh - 226025
उत्तर प्रदेश - 226025

6750 0152 3122

 1800 200 1517
 aadhaar@nidai.gov.in
 www.nidai.gov.in
 P.O. Box No. 1947, Danganu-680 001

CONSORTIUM AGREEMENT

This Consortium Agreement ("**Agreement**") is made and executed at Lucknow on this 23rd day August 2024.

BETWEEN

AKASA EARTH DEVELOPERS PRIVATE LIMITED a company incorporated under the Companies Act, 2013, having its Office C/O- KUNVAR DURGESH SINGH S/O KUNVAR VEER PLA SINGH SALEH NAGAR, RUCHI KHAND Aashiana Lucknow UP 226012, Present Address 617A/658 Vikas Khand 4, Gomti Nagar Lucknow IN (hereinafter referred to as the "**Lead Member**") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) through its **Authorized signatory KUNVAR DURGESH SINGH S/O KUNVAR VEER PLA SINGH**.

AND

(i) **MS INDUSTRIES** a proprietorship firm, having its office at **PLOT NO-102 SECTOR -B KANPUR ROAD, LUCKNOW, 226012** through its Authorized signatory **Akhilesh Pandey** son of Brij Narayan Pandey.

(ii) **AP DEVELOPERS** a proprietorship firm, having its office at **H.N. 71- SENANI VIHAR, GANGA SICHAI PURAM RBL ROAD, LUCKNOW, 226012** through its Authorized signatory **Anil Pandey's** son of Lt. Ghanshyam Pandey.

(iii) **Akhilesh Pandey** S/o Brij Narayan Pandey, **Tikuri Dashrathpur, Pratapgarh, UP, 230201**

(iv) **Anil Pandey** son of Shri Lt. Ghanshyam Pandey of **H.N. 71- SENANI VIHAR, GANGA SICHAI PURAM RBL ROAD, LUCKNOW, 226012**.

hereinafter collectively referred to as "**Consortium Members**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their





legal heirs, successors-in-interest, successors, legal representatives and permitted assigns:

(The Lead Member and the Consortium Members are hereinafter collectively referred as

"Parties" and individually as "Party")

WHEREAS

A. The Consortium Members are the owners and in possession of various parcel of land and are in process of acquiring further parcels of land for development (herein "Said Land") falling at village Jaiti Khera and Noor Nagar Bhadarsa Pargana- Bijnore, Tehsil - SarojniNagar. Lucknow U.P., 226301

B. The Consortium Members intend to develop residential township on the Said Land (herein "Said Project") in accordance with the provisions of policy framed by the concern authorities (as amended from time to time) in this regard.

C. The Parties have agreed to join hands in the form of a consortium to provide the financial, technical, managerial and other services for the purpose of developing the Said Project on the terms and conditions as set forth in this Agreement.

Now, Therefore, this Agreement witnesses as follows:

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

LEAD MEMBER:

1.1 Consortium Members have mutually decided to appoint **AKASA EARTHDEVELOPERS PRIVATE LIMITED** as a Private Developer and as a **Lead Member**.

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

The purpose of this Agreement is to specify the responsibilities of the Members towards the execution of the Said 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 obligation of the Parties supplementing but not conflicting with those present in this Agreement.

The Lead Member shall be authorized by the Consortium Members to make representation and declarations on their behalf before concern authorities for development of the Said Project.

The Lead Member shall be responsible to obtain from Government Authorities all permissions, no-objections and sanctions of layout plans, revised layout plans, other plans

[Handwritten signatures and dates]

Amolay 21/07/19 4/10/19

Amolay 21/07/19 4/10/19

etc required for development of the Said Project as well as building plans/revised building plans for construction.

The Lead Member shall deal with all Government Authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Said Project.

The Lead Member shall be responsible to make payment for all costs and expenses incurred in connection with the development, marketing and construction of the Said Project.

The Lead Member shall be authorized to negotiate and allot/transfer the developed properties of the Consortium Members.

The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

3 PROJECT MANAGEMENT STRUCTURE:

The Lead Member shall act as a Private Developer as per definition of LIDA/ Lucknow Development Authority other concerned authorities. It is clarified that no land is being transferred by this Consortium Agreement.

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

All cost relating to the Said Project shall be borne by the Lead Member.

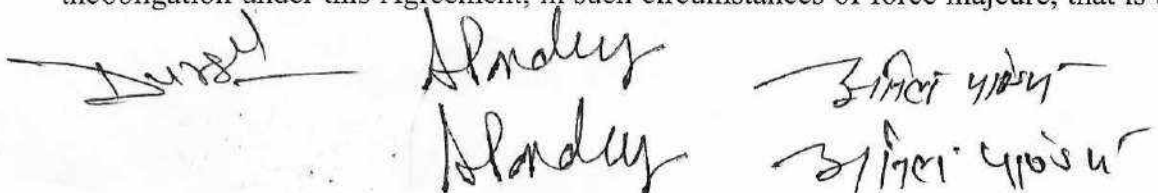
The Lead Member shall raise loans from the Financial Institution/ Banks by depositing title deeds of Consortium Members and execute mortgage deed by its signature for the Said Project and any shortfall in the financing of the Said Project shall be contributed by the Consortium Members, in the ratio of their shareholding. The Lead Member shall solely be authorized to create mortgage by its signature against the properties of Consortium Members. The Consortium Members have no objection in mortgaging their title deeds before any Financial Institution/Banks.

Upon completion of the Said Project any profit and loss shall be shared by the Lead Member and Consortium Members in ratio of their shareholding

5. GENERAL TERMS AND CONDITIONS:

GOVERNING LAW: This 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 Agreement and the said laws the later shall prevail.

FORCE MAJEUR: None of the Parties shall be held in default in the performance of the obligation under this Agreement, in such circumstances of force majeure, that is to say,



आवेदन सं०: 202400821065420

अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 8982

वर्ष: 2024

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

श्री एम०एस० इ० अखिलेश पाण्डेय
पुत्र श्री बृज नारायण पाण्डेय
व्यवसाय : व्यापार
निवासी: प्लॉट हनं(102 सेक्टर बी, कानपुर रोड, लखनऊ

Handwritten signature



ने यह लेखपत्र इस कार्यालय में दिनांक 28/08/2024 एवं 04:41:34 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Handwritten signature
प्रभाष सिंह

उप निबंधक सदर द्वितीय

लखनऊ

28/08/2024

Handwritten signature
राजेश कुमार यादव

निबंधक लिपिक

28/08/2024

प्रिंट करें



circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God, Government action. In the event of force majeure, the Parties of the Agreement undertaketo consult each other.

SETTLEMENT OF DISPUTES: All Parties agree to settle amicably all disputes arising out of or concerning this Agreement. In the event of the Parties failing to amicably resolve anydispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.

WAIVER: The waiver of any Party of any breach of any terms of this Agreement shall notprevent the subsequent enforcement of that from, and shall not be deemed to be waiver of the subsequent breach.

TOTALITY: This Agreement embodies the entire understanding of the members and thereare 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 Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Agreement. This Agreement also supersedes all previous communications and other agreement between the Parties for the SaidProject. The Agreement shall be valid and enforceable till the completion of the Said Project

CONFIDENTIALITY: All members shall be under obligation not to disclose any information of terms of this Agreement to any third party. All documents and information exchanged between the Parties for the purpose of Said Project shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the Development Authority & Government of Uttar Pradesh.

NOTICES: Any notice required pursuant to this Consortium Agreement shall be given inwriting and shall be delivered by hand under acknowledgment or send by facsimile to the partyat the address appearing in the beginning of the Agreement.

MODIFICATION AMENDMENT: The terms and conditions of this Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the Parties.

TERMINATION OF CONSORTIUM AGREEMENT: This Agreement shall be terminated upon the arrival of the first of the following events: -

- Rejection of proposal by the Government of Uttar Pradesh or any other statutoryauthority.
- Upon Completion of the Said Project.

MISCELLANEOUS:

(a) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective

The bottom of the page contains several handwritten signatures and initials. On the left, there is a signature that appears to be 'Dush'. In the center, there are two identical signatures that look like 'Almaly'. On the right, there are two identical signatures that look like 'SIACT 41024'.

बही सं०: 1

रजिस्ट्रेशन सं०: 8982

वर्ष: 2024

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

विक्रेता: 1

श्री अ०अ०डे०प्रा०लि० कुंवर दुर्गेश सिंह, पुत्र श्री वीरपाल सिंह

निवासी: सालेह नगर रुचि खण्ड, आशियाना लखनऊ

व्यवसाय: व्यापार

क्रेता: 1

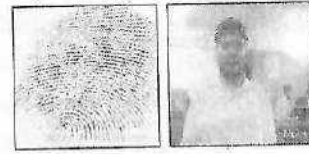


श्री एम०एस० इ० अखिलेश पाण्डेय, पुत्र श्री बृज नारायण पाण्डेय

निवासी: प्लाट हनं० 102 सेक्टर बी, कानपुर रोड, लखनऊ

व्यवसाय: व्यापार

क्रेता: 2



श्री ए०पी० डेवलपर्स अनिल पाण्डेय, पुत्र श्री स्व० धनश्याम पाण्डेय

निवासी: 71 सेनानी विहार, गंगा सिचाई पुरम, आर०बी०एल० रोड, लखनऊ

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1



श्री अमित कुमार पाण्डेय, पुत्र श्री स्व० शशि भूषण पाण्डेय

निवासी: टिकुरी दसरथपुर, कुण्डा प्रतापगढ़

व्यवसाय: नौकरी

पहचानकर्ता: 2



श्री मोनू रावत, पुत्र श्री कल्लू रावत

निवासी: पिपरोली साउथ सिटी लखनऊ

व्यवसाय: अन्य

ने की। प्रत्यक्षत भद्र साक्षियों के निशान अंगुठे नियमानुसार लिए गए हैं।
लिपिपणी

मोनि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभाष सिंह

उप निबंधक: सदर द्वितीय

लखनऊ

28/08/2024

राजेश कुमार यादव

निबंधक लिपिक लखनऊ

28/08/2024

प्रिंट करें

to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions thereof.

(b) In case of any change in the Consortium Members of the consortium, an amended Consortium Agreement shall be submitted to the authority by the Lead Member.

LIABILITY:

The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of its/his/her part under the terms and conditions of this Agreement.

WITNESS

ES1.



Amit
AMIT KUMAR PANDEY
 S/o – Lt. Shashi Bhusan Pandey
 R/o – Tikuri Dashrathpur, Pratapgarh, UP, 230201

Amit
Amit
Shashi Bhusan
Amit

2.



Monu
Monu Rawat
 Son of- Kallu Rawat
 R/o – : Piprauli South City
 LUCKNOW
 UTTAR PRADESH-226025

F. Ahmad Khan
Fahim Ahmad Khan
 Advocate
 High Court Lucknow

आवेदन सं०: 202400821065420

बही संख्या 1 जिल्द संख्या 27682 के पृष्ठ 193 से 204 तक क्रमांक 8982 पर दिनांक
28/08/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभाष सिंह

उप निबंधक / सदर द्वितीय

लखनऊ

28/08/2024

प्रिंट करें

