

27/19



उत्तर प्रदेश UTTAR PRADESH

EK 330387  
48 SEP 2019

20

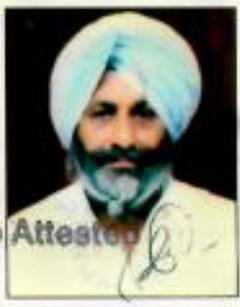


Photo Attested

Shailendra Srivastava  
Advocate  
Collectorate, Lucknow  
U.P 2157/93



G.K. Infraventure  
Advocate  
Collectorate, Lucknow  
U.P 2157/93

### CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 14<sup>th</sup> day of January. 2019

BETWEEN

1. **KAHLON SEHKARI AWAS SAMITI LTD. LUCKNOW**, a society registered under the Co-operative Societies Act, 1965 having its registered office at Village-Barauli Khalilabad, P.O.-Utrratia, Lucknow (Hereinafter referred to as the **Lead Member/Land Owner** which expression unless repugnant to the context or

SECRETARY  
K.S.A.S. LTD.  
LUCKNOW

DIRECTOR  
G.K. Infraventure  
LUCKNOW

क्रमांक 7698 दिनांक 31/04/2020  
प्रयोग  
नाम  
पता  
श्री प्रकाश कुमार शर्मा





उत्तर प्रदेश UTTAR PRADESH



2

opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees, successors, wholly owned subsidiaries and permitted assigns) through its Secretary / **Authorized Signatory Sri Gurubachan Singh son of Sri Kulwant Singh** duly authorized vide resolution of society dated 28/04/2015. **Mobile No.-9415196172, PAN-AACA4243Q.**

AND

2. **N.G.K. INFRAVENTURES PVT. LTD.,** a Company incorporated and registered under the Companies Act 2013, having its registered office at Sector 11-B, Near Water Tank,



क्रमांक 7627  
प्रयोग  
नाम  
पता

दिनांक 31/10/18  
मुद्रांक 22/10/18 9 30/10/18 27/10/18 25/10/18

31-10-2018





उत्तर प्रदेश UTTAR PRADESH

EK 330385  
SEP 2015

3

Vrindavan Yojna, Lucknow (Hereinafter referred to as the **Party No.-2** which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees, successors, wholly owned subsidiaries and permitted assigns) through its **Director Sri. Gauravdeep Singh son of Sri Gurbachan Singh** authorized vide resolution No. 1 of company dated **01/07/2015. Mobile No.-9935541056, PAN-AAECN8857F.**

Party No. 1 is a **Lead Member** and Party No. 2 (hereinafter collectively referred to as **CONSORTIUM MEMBER** which expression unless repugnant to the context or meaning thereof be deemed to include its nominees,

  
KATLON SEHKARI AWIA SAMITI  
SECRETARY  
LUCKNOW

  
G.K. Srivastava  
DIRECTOR  
LUCKNOW

8297

Handwritten text in a non-Latin script, possibly Urdu or Persian, including the word "میں" (mein) and "کے" (ke).





उत्तर प्रदेश UTTAR PRADESH



4

successor, wholly owned subsidiaries and the permitted assigns.)

**WHEREAS** all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium for development of piece of land situated at Vrindavan Yojna, Lucknow which is in the name and style as '**Kahlon Garden City-II**'

The lead member and consortium member are collectively referred to as the "parties" and individually as the "party"

**AND WHEREAS** on the basis of document and chain of its title, the Party no. 1 possessed of the right, title and



क्रमांक २४९ दिनांक ३१/०३/२०  
प्रयोजन  
नाम अमल अकामिद अकामिद अकामिद  
पता  
अभिलेख क्रमांक २४९  
३१-३-२०२०





उत्तर प्रदेश UTTAR PRADESH

EK 330383

18 SEP 2009

5

claim; his name is duly recorded in revenue records as owner and is fully competent to enter into consortium agreement with Party no. 2.

**AND WHEREAS** the owner/ Party no. 1 claim their exclusive title to the property unblemished and free from all kinds of encumbrances, line, charges whatsoever and have decided in view to better viability/profitability, consequent to develop a piece of land situated at Vrindavan Yojna, Lucknow.

**NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS**

**UNDER:-**



क्रमांक 7630  
प्रयोग  
नाम  
पता  
31-5-2018

31/05/18  
अनुसंधान विभाग, दिल्ली विश्वविद्यालय





उत्तर प्रदेश UTTAR PRADESH

EK 330382

18 SEP 2016

6

**1. Lead Member:**

1.1 The consortium members mutually decided to appoint **KAHLON SEHKARI AWAS SAMITI LTD. LUCKNOW**, as a lead member.

**2. Aim and scope of Consortium agreement:**

2.1 The sole aim of this **Consortium Agreement** is for the development of the said properties.

**3. Project Management Structure and Rules of the Members:**

**KAHLON SEHKARI AWAS SAMITI LTD. LUCKNOW**, Consortium shall act as a **lead member** as per definition of



2017  
Date: 2/10/17  
To: Mr. J. K. ...  
From: ...  
Subject: ...

*[Signature]*









उत्तर प्रदेश UTTAR PRADESH



8

the financing of the project shall be contributed by the consortium members.

4.3 Upon completion of the project any profit and loss shall be shared by the **Consortium Members**.

**5. GENERAL TERMS AND CONDITIONS:**

5.1 **GOVERNING LAW:** This Consortium agreement shall be 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 the Consortium Agreement and the said laws the later shall prevail.



क्रमांक 7633 दिनांक 31/10/19  
प्रयोग  
नाम  
पता  
महाराष्ट्र शासन  
अर्थ विभाग  
मुंबई





उत्तर प्रदेश UTTAR PRADESH



9

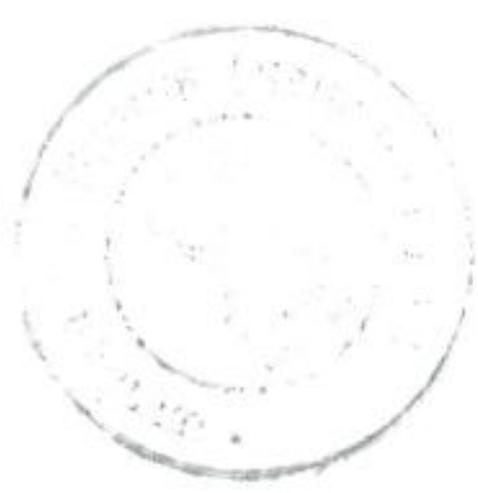
5.2 **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement. In such circumstances of force majeure, that is to say, circumstances shall include but without any Limitation to War, civil commotion, riots, Act of God, Government action. In the event of force majeure, the members of the **Consortium Agreement** undertakes to consult each other.

5.3 **SETTLEMENT OF DISPUTES:** Consortium members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In



7634

3/10/16  
 5  
 ॐ नमो भगवते वासुदेवाय





उत्तर प्रदेश UTTAR PRADESH



10

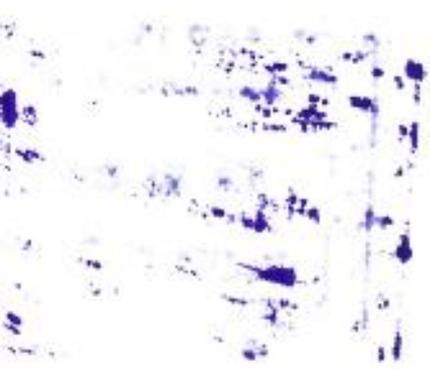
the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided.

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,



क्रमांक 7635 दिनांक 31/10/14  
प्रयोजन  
नाम मन्त्रालय (अर्थशास्त्र) शाखा, रायपुर, छत्तीसगढ़  
पता  
दिनांक 31/10/14



oral or written, expressed or implied other than those condition 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.

- 5.6 **CONFIDENTIALITY:** Consortium 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 shared by any other outside agency except the Government of Uttar Pradesh.
- 5.7 **NOTICES:** Any notice required in 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 at addresses appearing in the beginning of the Consortium Agreement.
- 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.



अनुबंध विलेख/घोषणा पत्र

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

श्री कहलौ सहकारी आवास समिति लि० द्वारा सचिव द्वारा  
गुरबचन सिंह अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री कुलवन्त सिंह  
व्यवसाय : व्यापार  
निवासी: एन०सी०बी०, सिंगारनगर, बारातघर, आलमबाग, लखनऊ।



श्री, कहलौ सहकारी आवास समिति लि० द्वारा सचिव द्वारा  
गुरबचन सिंह अधिकृत पदाधिकारी/ प्रतिनिधि  
ने यह लेखपत्र इस कार्यालय में दिनांक 14/01/2019  
एवं 12:49:29 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह

उप निबंधक :सरोजनीनगर

लखनऊ

14/01/2019

राजकिशोर वर्मा,  
कनिष्ठ सहायक (निबंधन) - नियमित



5.9 **VALIDITY:**(i) **TERMINATION OF CONSORTIUM AGREEMENT:**

This Consortium agreement shall be terminated upon the arrival of the first of the following events:-

- Rejection of the proposal by the Government of Uttar Pradesh.
  - Upon completion and sale of the project.
- (ii) The Consortium Agreement shall be valid and enforceable till the completion and sale of the Project.

5.10 **MISCELLANEOUS/LIABILITY:**

- (i) Party No. 2 shall develop the **said Project Kahlon Garden City-II** and issue the allotment letter and receive the amount for the property under **Kahlon Garden City-II** and Party No. 1 shall issue the confirmation letter for receiving the amount. Party No. 1 and Party No. 2 shall execute the instruments in favour of the prospective allottee jointly.
- (ii) Nothing in this shall be construed providing for the sharing of profit and losses arising out of the efforts of any of the members, expert 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



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

प्रथम पक्ष: 1

श्री कहलो सहकारी आवास समिति लि० द्वारा सचिव के  
द्वारा गुरबचन सिंह, पुत्र श्री कुलवन्त सिंह  
निवासी: एन०सी०बी०, सिंगारनगर, बारातघर, आलमबाग,  
लखनऊ।

व्यवसाय: व्यापार

द्वितीय पक्ष: 1

*G. B. Singh*



श्री एन०जी०के० इन्फ्रावेन्चर्स प्रा०लि० द्वारा डाइरेक्टर श्री  
गौरवदीप सिंह, पुत्र श्री गुरबचन सिंह

निवासी: सेक्टर-11वीं, नियर वाटर टैंक, वृन्दावन योजना,  
लखनऊ।

व्यवसाय: व्यापार

*G. D. Singh*



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

श्री अभिषेक कुमार पाल, पुत्र श्री सुखराम पाल  
निवासी: ग्राम-मोहारीकलां, पोस्ट-मोहारीखुर्द, जिला-  
लखनऊ।

व्यवसाय: नौकरी

पहचानकर्ता: 2

*A. B. Singh*



श्री विनोद खन्ना, पुत्र श्री जे०के० खन्ना  
निवासी: 122/1ए, चन्दरनगर, आलमबाग, लखनऊ।

व्यवसाय: नौकरी

*V. K. Khanna*



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*N. Singh*  
निर्मल सिंह  
उप निबंधक : सरोजनीनगर  
लखनऊ

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

संजकिशोर वर्मा,  
कनिष्ठ सहायक (निबंधन) -  
नियमित

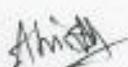
available to the other members except as expressly written herein.

**IN WITNESS WHEREOF** the members have executed this **Consortium Agreement** on **14<sup>th</sup> January of 2019** Lucknow and have caused this **Consortium Agreement** to be signed on their **manners** in the manner set out below.

**WITNESSES:**

  
**Party No. 1/Lead Member**



  
**1. (Abhishek Kumar Pal)**

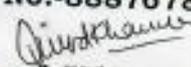
S/o. Sukh Ram Pal  
R/o-Village-Mohari Kalan,  
Post-Mohari Khurd,  
Lucknow.

**Mobile No.-8887678793**



**Party No. 2**



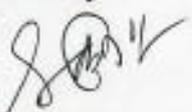
  
**2. (Vinod Khanna)**

S/o Sri J.K. Khanna  
R/o-122/1A, Chandar Nagar,  
Alambagh, Lucknow.

**Mobile No.-7755877033**



Drafted by :

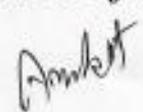
  
**(SHAIENDRA KUMAR SRIVASTAVA)**

Advocate

Collectorate Court, Lucknow

Mob. No. 9415026041, Regn. No.-2157/93

Typed by :

  
**(ANKIT SAHU)**

Civil Court,

Lucknow

बही संख्या 4 जिल्द संख्या 12 के पृष्ठ 135 से 160 तक क्रमांक  
27 पर दिनांक 14/01/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*ms*

निर्मल सिंह

प्लॉट नंबर : सरोजनीनगर

हस्ताक्षर

4/1/2019

