



उत्तर प्रदेश UTTAR PR



BF 696965

26 FEB 2019

-1-

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 29th day of March of 2019.

BETWEEN

1. **M/s E-Square Homes Pvt. Ltd.** a company incorporated under the Companies Act, 1956, having its registered office at **having its Registered Office at 56-A, Vibhuti Khand, Gomti Nagar, Lucknow branch office Phoolbagh Colony, Kursi Road, Lucknow** through its authorized signatory/director **Mr. Prashant Raj Singh son of Mr. Raj Narayan Singh** (hereinafter referred to as the Lead Member which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors,

E Square Homes Pvt. Ltd.

Director

Shivmarayan Sadhu Smaran E-Square Home Society

Secretary

उमिता सिंह

क्रमांक 12099 दिनांक 14/8/19

प्रयोजन सीमांत 1000

नाम श्री 2 नवापट ठोमर श्री 1000

पता 1000

प्रदीप कुमार सिंह ल0 नं0.74

31-3-2021 कलेक्ट्रेट, लखनऊ



3/29/2019

<https://grsup.gov.in/grsu>

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर वृत्तीय लेखन क्रम संख्या 2019229006479

आवेदन संख्या : 201900821021790

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2019-03-29 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अमिता सिंह

लेख का प्रकार भागीदारी बिलेण

प्रतिफल की धनराशि 0 / 0

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण शुल्क

4. मुद्रतार के अधिप्रमाणीकरण लिए शुल्क

5. कपीशन शुल्क

6. शिविध

7. यात्रिक भत्ता

1 से 6 तक का योग 160

शुल्क वसूल करने का दिनांक 2019-03-29 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2019-03-29 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1

आयकर विभाग
INCOME TAX DEPARTMENT
URMILA SINGH

BACHCHU SINGH

01/07/1949

Permanent Account Number
ABXP3746SH

उर्मिला सिंह

Signature



भारत सरकार
GOVT. OF INDIA



उर्मिला सिंह



भारत सरकार
GOVERNMENT OF INDIA



उमिमा सिंह
Ummi Singh

जनम वर्ष / Year of Birth : 1949
महिषा / Female



6252 7484 5867

आधार — आम आदमी का अधिकार



राष्ट्रीय निम्नतम पदस्थान प्राधिकरण
NATIONAL LOWEST POSTED EMPLOYMENT OFFICE OF INDIA

पता: W/O राज नारायण सिंह, निम्नतम
मोहिवा पार्क, ए- 2/ए, विशाल नगर,
गोमती नगर, गोमतीनगर, मधनगढ़, उत्तर
प्रदेश, 226010

Address: W/O Raj Narain Singh,
nikat lohya park, a- 2/a vishal
khand, Gomti Nagar, Gomtinagar,
Lucknow, Uttar Pradesh, 226010



1647
1800 180 1847



help@niche.gov.in



www.niche.gov.in




P.O. Box No.1647,
Deoghar-950 001

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AMNPS2091J

नाम / NAME
PRASHANT RAJ SINGH

पिता का नाम / FATHER'S NAME
RAJ NARAIN SINGH

जन्म तिथि / DATE OF BIRTH
23-09-1975

स्थायी हस्ताक्षर


आयकर अधिकारी
आयकर आयुक्त, लखनऊ
COMMISSIONER OF INCOME TAX (LKO)





भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



नामांकन क्रमांक/Enrolment No.: 1067/04914/33177

Prashant Raj Singh (प्रशान्त राज सिंह)
S/O: Raj Narain Singh, 2/9, Vishal Khand-2,
Gomtinagar, Lucknow,
Uttar Pradesh - 226010
आपका आधार क्रमांक/Your Aadhaar No.:

3244 0870 7440



मेरा आधार, मेरी पहचान



1947



Prashant.Raj.Singh@gmail.com



www.uidai.gov.in

- आधार, देश भर में मान्य है।
- आधार के लिए आपकी मफा डा पर सामाजिक कर्तव्य को आवश्यकता है।
- कृपया अपना मोबाइल नंबर और ईमेल पता अपडेट करें। इससे आपको विभिन्न सुविधाओं, प्रसंगों में सहायता होगी।
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भारत-सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



प्रशान्त राज सिंह
Prashant Raj Singh
जन्म तिथि/DOB: 23/09/1975
पुरुष / MALE



पता:

आमनज: राज नारायण सिंह,
2/9, विशाल खंड-2,
गोमतीनगर, लखनऊ,
उत्तर प्रदेश - 226010

Address:

S/O: Raj Narain Singh 2/9
Vishal Khand-2 Gomtinagar
Lucknow
Uttar Pradesh - 226010

3244 0870 7440

मेरा आधार, मेरी पहचान

3244 0870 7440

MEERA AADHAAR, MERI PEHACHAN

Prashant

भारत सरकार
GOVERNMENT OF INDIA


बंकट रामन सिंह
Benkat Raman Singh
जन्म तिथि/ DOB: 03/06/1977
पुरुष / MALE



4725 6085 4112

मेरा आधार, मेरी पहचान

DES

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
आरमज, राम शंकर सिंह,
660/7/84, कुर्सी रोड,
गुरुम्बा बागडा के पास, पूर
बाग कालोनी, लखनऊ,
उत्तर प्रदेश - 226021

Address:
S/O. Ram Shankar Singh
660/7/84, Kursey Road, near
Gurumba Bagda, Panch Bagh
Colony, Lucknow, Lucknow,
Uttar Pradesh - 226021

4725 6085 4112

MEERA AADHAAR, MERI PEHACHAN

CENTRAL BAR ASSOCIATION
LUCKNOW

Ledger Number : S-956

Member's Name : Surya Prakash Singh

Father's Name : Shri Bai Krishna

Mother's Name : Late Smt. Ganga Shri

Date of Birth : 10-07-1985

Blood Group : XXXXXXXX

*Mobile Number : 09125401320, 9005678978



Yadav
Brajesh Kumar Yadav
Gen. Secretary
Mob. : 9419021054, 8729022094

9125401320

Bar Council Enrollment No. : 13553/2010

Enrollment Month of C.B.A. : XXXXXXXX

Address : 541A/23, Aman Vihar Colony, New
Haiderganj, Post Chowk, Lucknow-03

Address Court Campus : 25, Seimpur House Kaiserbagh,
Lucknow.



wholly owned subsidiaries and the permitted assigns),

AND

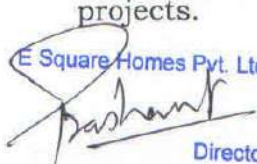
2. **Smt. Urmila Singh** w/o Sri R.N. Singh R/o House No. 2/9, Vishal Khand, Gomti Nagar, Lucknow **and present residing at- Phool bagh, Colony, kursi road, Lucknow.**


AND

3. **Shivnarayan Sadhusharan Educational Society through its secretary Prashant Raj Singh son of Mr. Raj Narayan Singh** registered office at House No. 2/9, Vishal Khand, Gomti Nagar, Lucknow

Party No. 1 is a **Lead Developer** and party No. 2-3 Hereinafter referred to as **CONSORTIUM MEMBER** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, legal heirs wholly owned subsidiaries and the permitted assigns.

WHEREAS all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium of Developer Companies and persons with the object of development of various complexes, projects in Village-Bhaisora, Pargana, Tehsil & Distt-Lucknow and also in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh or any Government/Semi Government or any other statutory authority for selection of Private Developer for development of various complexes, projects.

E Square Homes Pvt. Ltd.

Director

Shivnarayan Sadhu Sharan Educational Society

Secretary

3rd Oct 2012

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

1. Lead Member:

- 1.1 Consortium member mutually decided to appoint **E-Square Homes Pvt. Ltd.**, as Private Developer and Lead Member.

2. Aim and Scope of Consortium Agreement:

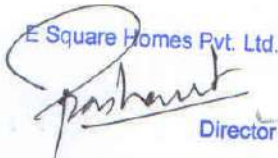
- 2.1 The sole aim of this **Consortium Agreement** is for the development of the various properties in the State of Uttar Pradesh.
- 2.2 The Lead Member shall solely by its signature prepare and submit a proposal and map for the selection/approval of the Developer Consortium for development of various complexes, projects and shall design, develop, finance, construct, sell, operate and maintain the properties of other consortium members.
- 2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties of all the consortium members.

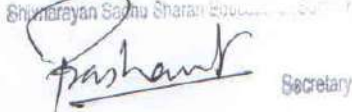
3. Project Management Structure and Rules of the Members:

M/s E-Square Homes Pvt. Ltd., Consortium shall act as a Private Developer as per definition of Lucknow Development Authority and arrange for Land and finances for the project. No land is being transferred by this Agreement.

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

- 4.1 Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be

E Square Homes Pvt. Ltd.

Director

Shriharayan Sanku Sharan

Secretary

3/14/11 JUE

borne by the **M/s E-Square Homes Pvt. Ltd., Consortium.**

4.2 The **M/s E-Square Homes Pvt. Ltd., Consortium** shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium members and execute mortgage deed by its signature for the project and any shortfall in the financing of the Project shall be contributed by the consortium members in, the ratio of their shareholding. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium members. Consortium members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.

4.3 Upon completion of the Project any profit and loss shall be shared by the **M/s E-Square Homes Pvt. Ltd., Consortium Members** as decided mutually between all members.

5. **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.

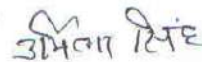
5.2 **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God, and Government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

E Square Homes Pvt. Ltd.

Director

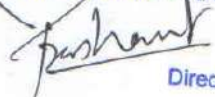
Shri Narayan Sadhu Sharan Educational Society

Secretary


31/07/2017

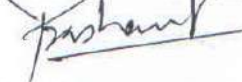
- 5.3 **SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually,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

E Square Homes Pvt. Ltd.

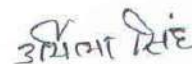


Director

Shivnarayan Badhu Sharan Educational Society



Secretary



5

आवेदन सं०: 201900821021790

भागीदारी विनेख

बही सं०: 4

रजिस्ट्रेशन सं०: 205

वर्ष: 2019

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

श्रीमती उर्मिला सिंह,
पत्नी श्री राज नरायण सिंह
व्यवसाय: गृहिणी
निवासी: 2/9 विशाल खण्ड गोमतीनगर लखनऊ

उर्मिला सिंह



ने यह लेखपत्र इस कार्यालय में दिनांक 29/03/2019 एवं 12:05:59 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कमलेश पाठक

उप निबंधक :सदर तृतीय

लखनऊ

29/03/2019

मोहम्मद जाकिर खान

निबंधक लिपिक

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 give 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.

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:-

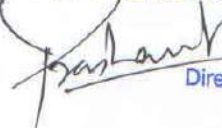
- Rejection of our proposal by the Government of Uttar Pradesh or any other statutory authority.
- Upon Completion of the Project.

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

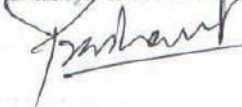
5.10 **MISCELLANEOUS/ LIABILITY:**

Nothing in this shall be construed providing for the sharing of Profit & Losses arising out of the efforts of

E-Square Homes Pvt. Ltd.


Director

Bhuvanarayan Sachu Sharan Educational Society


Secretary

31/01/2016

6

आवेदन सं०: 201900821021790

बही सं०: 4

रजिस्ट्रेशन सं०: 205

वर्ष: 2019

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

भागीदार: 1

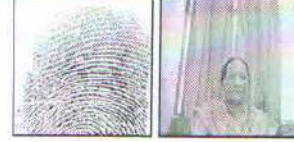
श्रीमती उर्मिला सिंह, पत्नी श्री राज नरायण सिंह

निवासी: 2/9 विशाल खण्ड गोमतीनगर लखनऊ

व्यवसाय: गृहिणी

भागीदार: 2

उर्मिला सिंह



श्री शिवनारायण साधूशरण एजू.सो.द्वारा सचिव प्रशान्त

राज सिंह, पुत्र श्री राज नरायण सिंह

निवासी: 2/9 विशाल खण्ड गोमतीनगर लखनऊ

व्यवसाय: व्यापार

भागीदार: 3

प्रशान्त

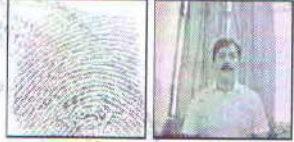


श्री ई स्क्वायर होम्स प्राईवेट लिमिटेड के द्वारा प्रशान्त राज सिंह, पुत्र श्री राज नरायण सिंह

निवासी: 56ए विभूति खण्ड गोमतीनगर लखनऊ

व्यवसाय: व्यापार

प्रशान्त



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री वैकट रमन सिंह एडवोकेट सिविल कोर्ट लखनऊ, पुत्र श्री -

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत

पहचानकर्ता: 2

वैकट



श्री सूर्य प्रकाश सिंह एडवोकेट सिविल कोर्ट लखनऊ, पुत्र श्री -

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत

सूर्य



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

टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कमलेश पाठक

उप निबंधक: सुदर तृतीय
लखनऊ

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 consequences of the negligence of the one member or otherwise.

IN WITNESS WHEREOF the lead member and members have executed this **Consortium Agreement** on this 14th day of March of 2019 at Lucknow and have caused this **Consortium Agreement** to be signed on their manner in the manner set out below.

WITNESSES:



Benkat Raman Singh
Advocate
Civil Court Lucknow



Surya Prakash Singh
Advocate
Civil Court UCCO

E Square Homes Pvt. Ltd.

Director

Lead Member

Shri Mahan Sadhu Sharan Educational Society

Secretary

Consortium Members

Drafted By:-

(Benkat Raman Singh)
Advocate

(7)

आवेदन सं०: 201900821021790

बही संख्या 4 जिल्द संख्या 562 के पृष्ठ 283 से 296 तक क्रमांक
205 पर दिनांक 29/03/2019 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

K. Patel

कमलेश पाठक

उप निबंधक : सदर तृतीय

लखनऊ

29/03/2019