

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

सत्यमेव जयते

INDIA

उत्तर प्रदेश UTTAR PRADESH

BC 154899

30 JUL 2018



1

CONSORTIUM AGREEMENT

This Consortium Agreement ("Agreement") is made and executed at Lucknow on this 10th day of August 2018.

BETWEEN

1. **Eldeco Housing & Industries Ltd.**, (in short "Eldeco") a company incorporated under the Companies Act, 1956, in U.P. vide registration no. L45202HR1985PLC044265 having its

Eldeco Housing And Industries Limited

Suniyojit Construction Pvt. Ltd.

Samarjit Construction Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Swarn Construction Pvt. Ltd.

Shobhit Kumar

क्र.सं. 19161 दिनांक 9/12/18
प्रयोजन कोष
नाम श्रीमती विजयिणी एस इन्दिरा 125
पता कलकत्ता

श्रीमती सुमित्रा सिन्हा लक्ष्मी
पता कलकत्ता

✓

Commission

PERMANENT ACCOUNT NUMBER

AAACE4554G



NAME

ELDECO HOUSING AND INDUSTRIES LIMITED

DATE OF INCORPORATION INFORMATION
01-03-1965

COMMISSIONER OF INCOME TAX, AC-1

Eldeco Housing And Industries Limited

[Signature]
Authorised Signatory

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MOHIT BHATIA

VED PRAKASH BHATIA

29/08/1982

Permanent Account Number

ANNPB9656M

Mohit Bhatia
Signature



Mohit

Registered Office at Shop No. S-16, Second Floor, Eldeco Station-1, Site No.-1, Sector-12, Faridabad, Haryana-121007 and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its Authorized signatory Sri I.H. Siddiqui son of Late Q.H. Siddiqui resident of 538ka/613, Triveni Nagar-1, Sitapur Road, Lucknow duly authorized by Board Resolution Dated 15.03.2013 (hereinafter referred to as the "**Lead Member/First Party**") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns)

AND

2. **M/s Suniyojit Constructions Private Limited**, (in short "**Suniyojit**") a company incorporated under the Companies Act, 1956, having its Registered Office and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013,
3. **M/s Samarpit Constructions Private Limited**, (in short "**Samarpit**") a company incorporated under the Companies Act, 1956, having its Registered Office and Corporate office at 2nd Floor, Eldeco Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013,
4. **M/s Shivaye Constructions Private Limited**, (in short "**Shivaye**") a company incorporated under the Companies Act, 1956, having its registered office at Plot no. TC-60V, 4th Floor, Corporate Chamber-1, Vibhuti Khand, Gomti Nagar, Lucknow, through its authorized signatory Sri Mohit Bhatia son of Sri Ved Suniyojit Construction Pvt. Ltd.

Eldeco Housing And Industries Limited

[Signature]
Authorized Signatory

Samarpit Construction Pvt. Ltd.

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

Shivaye Constructions Private Limited

[Signature]
Authorized Signatory

Shivaye Constructions Private Limited

[Signature]

[Signature]

[Signature]

Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013.

5. **M/s Swarg Constructions Private Limited**, (in short "**Swarg**") a company incorporated under the Companies Act, 1956, having its registered office at Plot no. TC-60V, 4th Floor, Corporate Chamber-1, Vibhuti Khand, Gomti Nagr, Lucknow, through its authorized signatory Sri Mohit Bhatia son of Sri Ved Prakash Bhatia, duly authorized by Board Resolution dated 15.03.2013,
6. **Mr. Shobhit Kumar** S/o Ram Samujh R/o Village-Jakariya, Post-Budhwara, District-Barabanki, U.P.-225204.
7. **Mr. Tilak Chandra Baudh** S/o Ram Sukh Lal R/o 636/23, Indira Nagar, Gazi Nagar, Takrohi, Lucknow-226016.
8. **Mr. Gaurav Kumar** S/o Kishore Chandra R/o 1785, Arya Basti, Kotla Mubarakpur, Delhi.

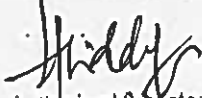
hereinafter collectively referred to as "**Consortium Members**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its/his/her/their legal heirs, successors-in-interest, successors, legal representatives and permitted assigns.

(The Lead Member and the Consortium Members are hereinafter collectively referred as "**Parties**" and individually as "**Party**").

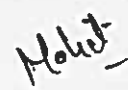
WHEREAS

- A. Eldeco, Suniyojit, Samarjit, Shivaye & Swarg had entered into a Consortium Agreement dated 16.03.2013, duly registered on 01.04.2013 in the office of Sub Registrar-I, Lucknow at Bahi 4, Jild 480 on pages 117/134 at serial no. 166. The parties to the aforesaid Consortium Agreement dated 16.03.2013 have now decided to include Mr. Shobhit Kumar, Mr. Tilak Chandra Baudh

Eldeco Housing And Industries Limited


Authorized Signatory

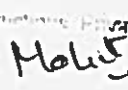
Suniyojit Construction Pvt. Ltd.


Authorized Signatory

Samarjit Construction Pvt. Ltd.

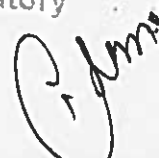

Authorized Signatory

Swarg Constructions Private Limited


Authorized Signatory


Shobhit Kumar

Shivaye Constructions Private Limited


Authorized Signatory

& Mr. Gaurav Kumar (Party no. 6, 7 & 8 herein) as a new members of the consortium.

- B. Mr. Shobhit Kumar, Mr. Tilak Chandra Baudh & Mr. Gaurav Kumar (Party no. 6, 7 & 8 herein) are the owners and in possession of various parcel of land situated at Village-Natkur, Bijnore, Noor Nagar Bhadarsa and Chandrawal, Pargana-Bijnore, Tehsil-Sarojni Nagar, (herein "**Said Land**") Lucknow U.P and wish to develop the same.
- C. 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.
- D. Suniyojit, Samarpit, Shivaye & Swarg are the wholly owned subsidiary company of the Lead Member.
- E. 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:

1. LEAD MEMBER:

- 1.1 Consortium Members have mutually decided to appoint **Eldeco Housing & Industries Ltd.**, as a Private Developer and as a **Lead Member**.

Suniyojit Construction Pvt. Ltd.

Eldeco Housing And Industries Limited

Authorised Signatory

Samarpit Construction Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Swam Constructions Private Limited

Authorised Signatory

Authorised Signatory

Shobhit Kumar

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

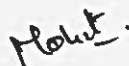
- 2.1 The purpose of this Agreement is to specify the responsibilities of the Members towards the execution of the Said Project including, preparation of detailed project report, preparation of layout plan, securing of clearances, execution of development works, maintenance of services and management 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.
- 2.2 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.
- 2.3 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 etc required for development of the Said Project as well as building plans/ revised building plans for construction.
- 2.4 The Lead Member shall deal with all Government Authorities for obtaining requisite permissions, approvals, sanctions etc. for commencement, and completion of the Said Project.
- 2.5 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.
- 2.6 The Lead Member shall be authorized to negotiate, receive consideration and allot/transfer the developed properties of the Consortium Members.
- 2.7 The Parties shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

Suniyojit Construction Pvt. Ltd.


Mohit.

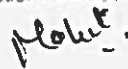
Authorised Signatory  Mohit Kumar

Samarjit Construction Pvt. Ltd.

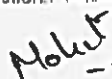

Mohit.

Authorised Signatory 

Swagat Constructions Pvt. Ltd.


Mohit.

Private Constructions Private Limited


Mohit

3. **PROJECT MANAGEMENT STRUCTURE:**

- 3.1 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:**

- 4.1 All cost relating to the Said Project shall be borne by the Lead Member.
- 4.2 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.
- 4.3 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:**

- 5.1 **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.
- 5.2 **FORCE MAJEUR:** None of the Parties shall be held in default in the performance of the obligation under this Agreement, in such

Eko Housing And Industries Limited

Authorised Signatory

Suniyojit Construction Pvt. Ltd.

Authorised Signatory

Samarpit Construction Pvt. Ltd.

Authorised Signatory

भागीदारी विलेख

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

श्री ई० एच० आई० एल० द्वा आई एच सिद्,

पुत्र श्री स्व० क्यू एच सिद्दीकी

व्यवसाय : व्यापार

निवासी: द्वितीय तल एन्डिको कॉर्पोरेट चैम्बर-1, विभूति खंड, गोमती नगर, लखनऊ



ने यह लेखपत्र इस कार्यालय में दिनांक 10/08/2018 एवं 02:26:53 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विनीत दीक्षित (प्रभारी)

उप निबंधक सरोजनीनगर

लखनऊ

10/08/2018

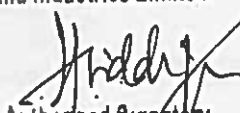
राजेश यादव

कनिष्ठ सहायक (निबंधन) - नियमित

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 Parties of the Agreement undertake to consult each other.

- 5.3 **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 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 Party of any breach of any terms of this 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 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 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 Said Project. The Agreement shall be valid and enforceable till the completion of the Said Project
- 5.6 **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

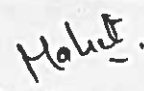
Eldoco Housing And Industries Limited


Authorized Signatory

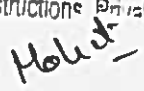
Suniyojit Construction Pvt. Ltd.

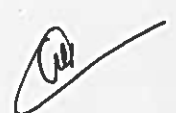

Authorized Signatory

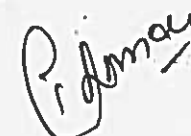
Samarpit Construction Pvt. Ltd.

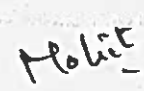

Authorized Signatory

Swaro Constructions Private Limited


Authorized Signatory


Shobhit Kumar


Authorized Signatory


Authorized Signatory

श्री शोभित कुमार, पुत्र श्री रामसमुझ

निवासी: ग्राम जकारिया, पोस्ट-बुधवारा, जिला बाराबंकी

व्यवसाय: नौकरी

भागीदार: 7

Shobhit Kumar



श्री तिलक चन्द्र बौद्ध, पुत्र श्री राम सुख लाल

निवासी: इंदिरा नगर, गाजी नगर, लखनऊ

व्यवसाय: नौकरी

भागीदार: 8

P. Arora



श्री गौरव कुमार, पुत्र श्री किशोर चन्द्र

निवासी: 1785, आर्य बस्ती, कोटला मुबारकपुर, नई दिल्ली

व्यवसाय: नौकरी



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री जागेश्वर द्विवेदी, पुत्र श्री श्रीराम द्विवेदी

निवासी: सी-1/468, सेक्टर- जी, जानकीपुरम लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता : 2



श्री उमेश चन्द्र मौर्या, पुत्र श्री राम नेवल मौर्या

निवासी: एल्टिको कॉर्पोरेट चैम्बर-1, विभूति खंड, गोमती नगर, लखनऊ

व्यवसाय: नौकरी

Umesh



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विनीत दीक्षित (प्रभारी)

उप निबंधक : संरोजिनीनगर
लखनऊ

राजेश यादव .

कैनिष्ठ सहायक (निबंधन) -
नियमित

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

टिप्पणी :

other outside agency except the Development Authority & 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 Agreement.

5.8 **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.

5.9 **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 statutory authority.
- Upon Completion of the Said Project.

5.10 **MISCELLANEOUS**

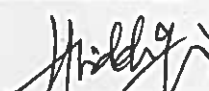
(a) Any provision of this Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions thereof.

(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.

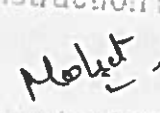
5.11 **LIABILITY**:

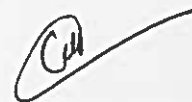
The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of

Elanco Housing And Industries Limited

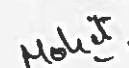

Authorised Signatory

Sunivojit Construction Pvt. Ltd.

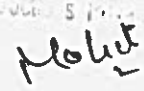

Authorised Signatory

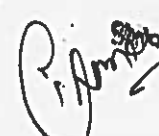


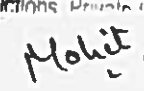
Samarpit Construction Pvt. Ltd.


Authorised Signatory

Sway Construction Pvt. Ltd.


Authorised Signatory


Authorised Signatory


Authorised Signatory

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

भागीदार: 1

श्री ई० एच० आई० एल० द्वा आई एच सिद्, पुत्र श्री स्व० क्यू एच सिद्दीकी

निवासी: द्वितीय तल एल्टिको कॉर्पोरेट चैम्बर-1, विभूति खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

भागीदार: 2

श्री सुनियोजित कंस्ट्रक्शन्स प्राइवेट लिमिटेड के द्वारा मोहित भाटिया, पुत्र श्री वेद प्रकाश भाटिया

निवासी: एल्टिको कॉर्पोरेट चैम्बर-1, द्वितीय तल, विभूति खंड, गोमती नगर लखनऊ

व्यवसाय: व्यापार

भागीदार: 3

श्री समर्पित कंस्ट्रक्शन्स प्राइवेट लिमिटेड के द्वारा मोहित भाटिया, पुत्र श्री वेद प्रकाश भाटिया

निवासी: एल्टिको कॉर्पोरेट चैम्बर-1, द्वितीय तल, विभूति खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

भागीदार: 4

श्री शिवाय कंस्ट्रक्शन्स प्राइवेट लिमिटेड के द्वारा मोहित भाटिया, पुत्र श्री वेद प्रकाश भाटिया

निवासी: चतुर्थ तल, एल्टिको कॉर्पोरेट चैम्बर-1, विभूति खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

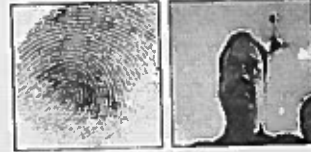
भागीदार: 5

श्री स्वर्ण कंस्ट्रक्शन्स प्राइवेट लिमिटेड के द्वारा मोहित भाटिया, पुत्र श्री वेद प्रकाश भाटिया

निवासी: द्वितीय तल, एल्टिको कॉर्पोरेट चैम्बर-1, विभूति खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

भागीदार: 6



its/his/her part under the terms and conditions of this Agreement.

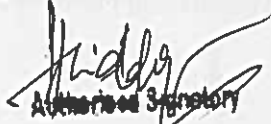
IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Consortium Agreement on this 10th day of August 2018 at Lucknow.

WITNESSES:



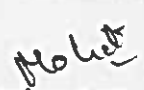
1. 
Jageshwar Dwivedi
S/o Shrikam Dwivedi
H/o C-1/468, Sector-G, Jankipuram
Lucknow

Elenco Housing And Industries Limited

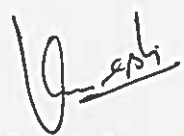

Authorised Signatory

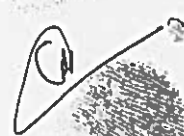
Lead Member
Sunijojit Construction Pvt. Ltd.


Authorised Signatory
Samarjit Construction Pvt. Ltd.


Authorised Signatory
Shobhit Kumar
Consortium Members



2. 
Umesh Chandra Maurya
S/o Sri Ram Meval Maurya
H/o Elenco Corporate chowk
Vishali Khand, Gomti Nagar
Lucknow


Authorised Signatory
Elenco Housing And Industries Limited

Typed By:-

Monu

(Monu)

Drafted By:-



(Benkat Raman Singh)

Advocate

बही/संख्या 4 जिल्द संख्या 3 के पृष्ठ 45 से 62 तक क्रमांक 68 पर दिनांक
10/08/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विनीत दीक्षित (पञ्चारी)

उप निबंधक : सरोजनीनगर

लखनऊ

10/08/2018

