

19/15



उत्तर प्रदेश UTTAR PRA

W 166058

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 26 day of May 2015.

BETWEEN

1. **Swastik Multitrade Private Limited.** (A unit of SID group of companies) A company incorporated under the Companies Act 1956 having its registered office at 1/51, Vivek khand, Gomti Nagar, Lucknow. through its Director Mr. Siddharth Sharma Son of Late Shri Beer Singh Sharma.

AND



2. **Green Park Infraproject Private Limited.** A company incorporated under the Companies Act 1956 having its registered office at 1/51, Vivek khand, Gomti Nagar, Lucknow. through its Director Mr. Praveen Khanna Son of Mr. Pratap Narayan Khanna.

Party No. 1 is a Lead Developer and Party No. 2 hereinafter referred to as CONSORTIUM MEMBER, which expression unless repugnant to the context or meaning thereof, be deemed to

Swastik Multitrade Pvt. Ltd.

Director






Green Park Infra Project Pvt. Ltd.
Director

12346

7107 26.05.15
212
रजनीश कुमार सिंह
आ. नं-152, माहिलेजालिक, बल्लभ
बालिसेन अवाड 31-3-2015



Swastik Multitrade Pvt. Ltd.

Director

Director
Green Park India Project Pvt. Ltd.



उत्तर प्रदेश UTTAR PRADESH

(2)

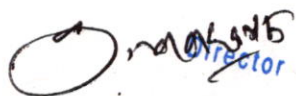
CE 711233

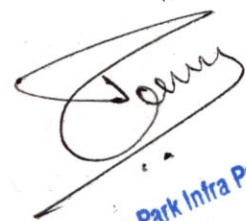
include its authorized representatives, wholly owned subsidiaries and the permitted assigns.

Whereas both the above mentioned parties entered and executed this CONSORTIUM AGEEMENT for forming a consortium with the object of development of integrated Township in the Village-Belli, Shivlar, Pargna-Mohanlalganj, Tehsil-Mohanlalganj and District Lucknow and for submitting the proposal to the Government of Uttar Pradesh/Development Authority for Selection of Private Developer for development of Township/integrated township in the Village-Belli, Shivlar, Pargna-Mohanlalganj, Tehsil-Mahanlalganj and District Lucknow.

And whereas the Lead Member and consortium member authorized to amend/modify the terms and conditions of the consortium agreement and add or retire any member from consortium agreement.

Swastik Multitrade Pvt. Ltd.


Director

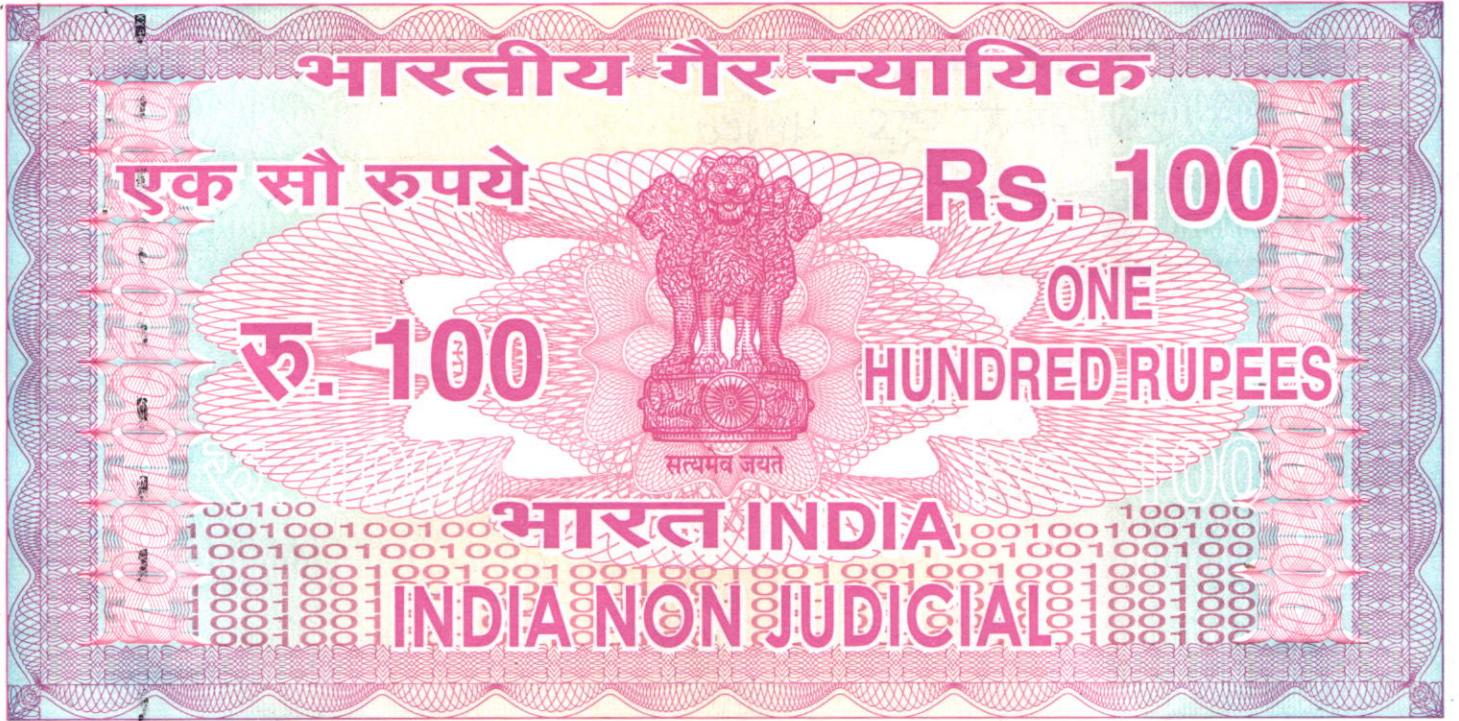


Green Park Infra Project Pvt. Ltd.
Director

राजनीति सुधार विभाग
क्र. नं.-162, महानगरपालिका, काठमाडौं
वार्ड नं. ३३-३-३३३



Green Bay, Wis. 54303



उत्तर प्रदेश UTTAR PRADESH

(3)

CE 711232

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

1. LEAD MEMBER

1.1 We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be **Swastik Multitrade Private Limited** (A unit of SID group of companies) consortium.

1.2 All consortium member mutually decided to appoint **Swastik Multitrade Private Limited**. 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 township/integrated township and various properties in the **Village-Belli, Shivlar, Pargna-Mohanlalganj,**

Swastik Multitrade Pvt. Ltd.

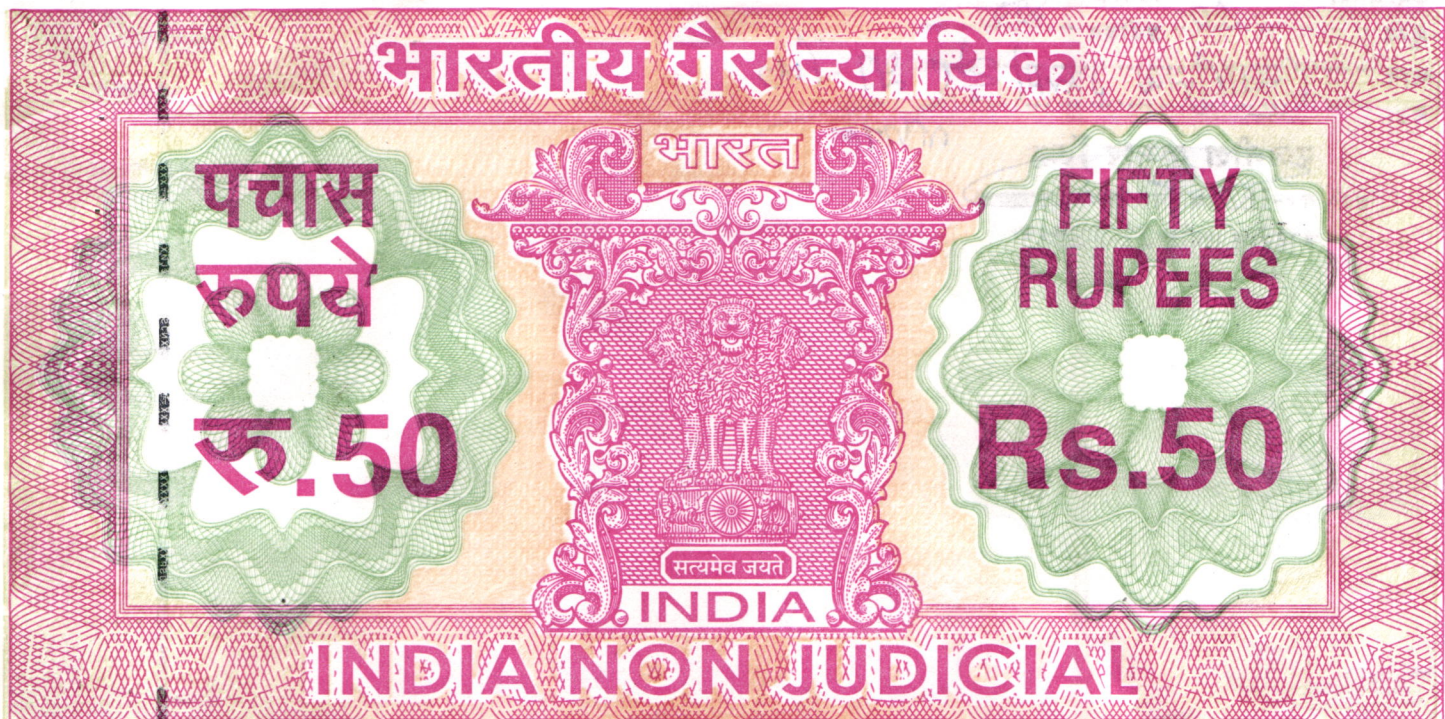
Director
[Signature]

[Signature]
Green Park Infra Project Pvt. Ltd.
Director

7102
100 दिनांक 26-05-18
मुद्रा प्रयोग
आम रजनीश कुमार सिंह माली रू. 500 24-05-18
बता अलग
रजनीश कुमार सिंह
डा० नं०-162, महिनालाल मठ, बल्लभपुर
बादशेह नगर 31-3-2018



WESTERN PACIFIC AIRLINES
PASSENGER SERVICE
DIRECTOR



उत्तर प्रदेश UTTAR PRADESH

(4)

AU 691946

Tehsil-Mohanlalganj and District Lucknow State of Uttar Pradesh.

- 2.2 The Lead Member shall solely by its signature prepare and submit a joint proposal for the selection of the developer consortium for development of township and shall design, develop, finance, construct, sell, operate and maintain the said properties of other consortium members.
- 2.3 The Lead member can only execute sale deed of the land it has in its own name and not of the other member of the consortium.

PROJECT MANAGEMENT STRUCTURE AND RULES OF THE MEMBERS :-

- 3.1 **That the Swastik Multitrade Private Limited.** Consortium shall act as a Private Developer as per definition of Lucknow Development Authority/concerning

Swastik Multitrade Pvt. Ltd.

Director

Director

7/10 26-05-18
२०
२२
२१-१२०
२०१०

रजनीश कुमार सिंह

हा. नं-162, महुवाजयन, जयपुर

हा. नं-162, महुवाजयन, जयपुर



Green Park Infra Project Pvt Ltd
Director

Swastik Multistore Pvt Ltd
Director

authority arrange for land and finances for the project. No Land is being transferred by this agreement.

4. FUNDING AND BASIS OF SHARING THIS EXPENDITURE AND REMUNERATION

4.1 That it is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in "Appendix I" (in line with past experience of members and the lead Partner shall be responsible for the Project Management) to this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitaion of the joint and several responsibilities of the partners under the contract.

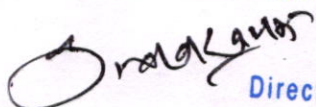
4.2 That the **Swastik Multitrade Private Limited.** Consortium shall raise loans from the Financial Institution/Banks for the project and any short fall in the financing of the project shall be contributed by the consortium members as per their mutual settlement/agreement.

4.3 That the during and completion of the project, any revenues receipts and profit and loss shall be shared by the **Swastik Multitrade Private Limited.** as well as Consortium Members under the mutual settlement/agreement.

5 GENERAL TERMS AND CONDITIONS

5.1 **GOVERNING LAW:-** This Consortium Agreement shall in respect be construed in accordance with the Law of appropriate Government and also all amended law 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.

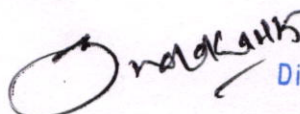
Swastik Multitrade Pvt. Ltd.



Director


Green Park Infra Project Pvt. Ltd.
Director

- 5.2 FORCE MAJEURE :-** 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 undertake to consult each other, but the member of this consortium deed are not responsible in any manner.
- 5.3 SETTLEMENT OF DISPUTES:-** All members agree to settle amicably all disputed 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 the decided the matter according with law in Lucknow, under the sole are arbitratior namely **Anil Kumar Tiwari Advocate**, whose decision shall be binding.
- 5.4** This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India and courts of Lucknow shall have exclusive jurisdiction in all matters arising there under.
- 5.5 WAIVER:-** The waiver of any member of any breach of any terms to this Consortium Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be waiver of the subsequent breach.
- 5.6 TOTALITY:-** This Consortium Agreement embodies the intire understanding of the members and there are no promises. Terms, conditions or obligation, 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

Swastik Multitrade Pvt. Ltd.


Director


Green Park Infra Project Pvt. Ltd.
Director

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री अमर नाथ मिश्रा

पुत्र श्री एम एम मिश्रा

पेशा व्यापार

निवासी 11/1092 इन्दिरानगर लखनऊ

व श्री देवेश कुमार सिंह एडवो.

पुत्र श्री

पेशा वकालत

निवासी त.मोहनलालगंज लखनऊ

ने की ।

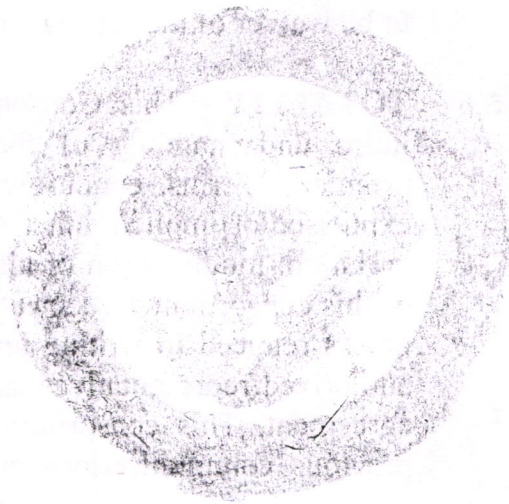
प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजय लक्ष्मी यादव
उ.नि.मोहनलालगंज
लखनऊ

27/5/2015



Green Park Infra Project Pvt. Ltd.
Director

Swastik Multitrade Pvt. Ltd.

Director

(7)

between the members written or oral for this project as well as for making an integrated township.

5.7 CONFIDENTIAL:- 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/integrated township shall be treated as strictly confidentially by the others members and shall not be share by any other outside agency except the Government of Uttar Pradesh/appropriate Government.

5.8 NOTICE :- Any notice required pursuant to this consortium agreement shall be give I writing and shall be delivered by hand under acknowledgement or send by facsimile to the party at the address appearing in the beginning of the consortium agreement.

5.9 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 this consortium members.

VALIDITY

5.10(i) TERMINATION OF CONSORTIUM AGREEMENT

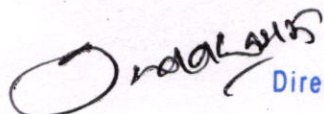
:-


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

- That the rejection of consortium lead member proposal by the Government of Uttar Pradesh and its other authorities.
- Upon Completion of the various Project.
- That the object of consortium against law as well as having disqualification which is settled by law.

(ii) The consortium agreement shall be valid and enforceable till the completion of the various project.

Swastik Multitrade Pvt. Ltd.


Director


Green Park Infra Project Pvt. Ltd.
Director

विक्रय अनुबंध विलेख

10,000.00

20

10,020.00

1,000

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

प्रतिफल

स्वास्तिक मल्टीट्रेड प्रा.लि.द्वारा निदे.सिद्धार्थ शर्मा

पुत्र श्री

स्व.बीर सिंह शर्मा

व्यवसाय व्यापार

निवासी स्थायी 1/51 विवेक खण्ड गोमतीनगर लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 27/5/2015 समय 11:45AM

वज्रे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजय लक्ष्मी यादव

उ.नि.मोहनलालगंज

लखनऊ

27/5/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

प्रथम पक्ष

द्वितीय पक्ष

स्वास्तिक मल्टीट्रेड प्रा.लि.द्वारा निदे.सिद्धार्थ शर्मा

पुत्र श्री स्व.बीर सिंह शर्मा

पेशा व्यापार

निवासी 1/51 विवेक खण्ड गोमतीनगर लखनऊ

ग्रीन पार्क इन्फ्राप्रोजेक्ट प्रा.लि.द्वारा निदे.प्रवीण

खन्ना

पुत्र श्री प्रताप नारायण खन्ना

पेशा व्यापार

निवासी 1/51 विवेक खण्ड गोमतीनगर लखनऊ



Director
Green Park Infra Project Pvt. Ltd.

Director

5.11 MISCELLANEOUS/LIABILITY :-

Nothing in this shall be construed providing for the sharing of Profit and 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 be members of this consortium agreement has 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. 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 members have executed this consortium Agreement on this 26 day of May, 2015 at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

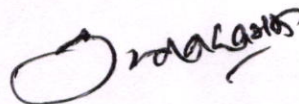
1.

Swastik Multitrade Private Limited.

(A unit of SID group of companies)

Through its Director

Swastik Multitrade Pvt. Ltd.



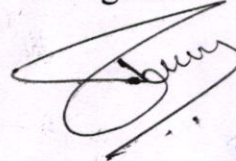
Director

Mr. Siddharth Sharma

2.

Green Park Infraproject Private Limited

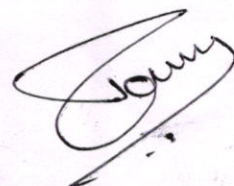
Through its Director



Green Park Infra Project Pvt. Ltd.

Director

Mr. Praveen Khanna



प्रथम पक्ष

Registration No.: 19

Year : 2,015

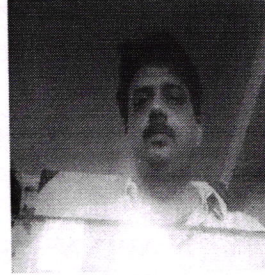
Book No. : 4

0101 स्वास्तिक मल्टीट्रेड प्रा.लि.द्वारा निदे.सिद्धार्थ शर्मा

स्व.बीर सिंह शर्मा

1/51 विवेक खण्ड गोमतीनगर लखनऊ

व्यापार

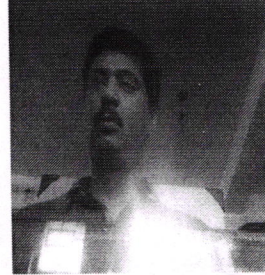


0102 ग्रीन पार्क इन्फ्राप्रोजेक्ट प्रा.लि.द्वारा निदे.प्रवीण खन्ना

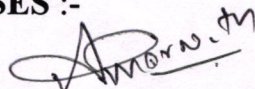
प्रताप नरायन खन्ना ,


1/51 विवेक खण्ड गोमतीनगर लखनऊ

व्यापार

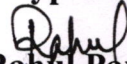


WITNESSES :-

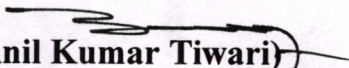
Signature 
 1. Name ..Amar Nath Mishra
 2. Address U/1092.....
 ..Indira Nagar Lucknow ..

Signature 
 1. Name ..Devendra Kumar Singh
 2. Address ..Bh. Mohan Lal gang
 ..Lucknow ..

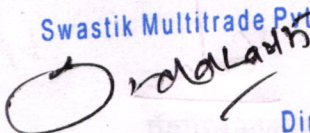
Typed by :-


 (Rahul Pandey)

Drafted by :-


 (Anil Kumar Tiwari)
 (Advocate)
 High court, Lucknow.

Swastik Multitrade Pvt. Ltd.

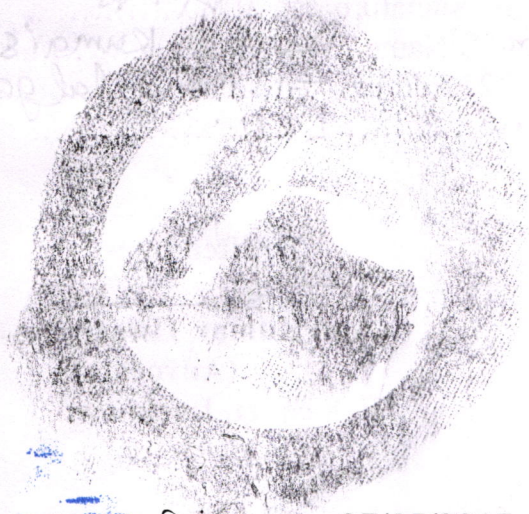

 Director



Green Park Infra Project Pvt. Ltd.


 Director





आज दिनांक 27/05/2015 को

वही सं. 4 जिल्द सं. 12

पृष्ठ सं. 89 से 106 पर क्रमांक 19

रजिस्ट्रीकृत किया गया ।

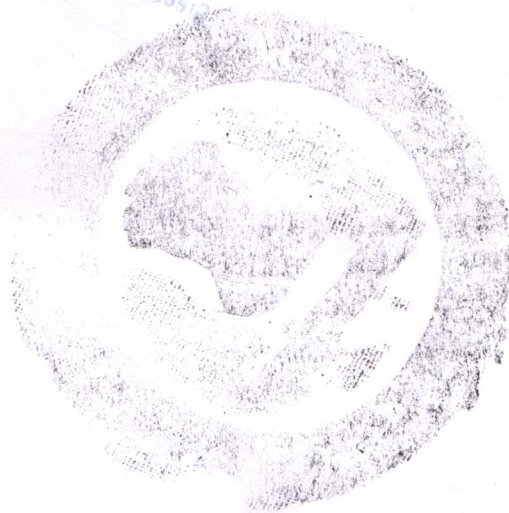
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजय लक्ष्मी यादव

उ.नि.मोहनलालगंज

लखनऊ

27/5/2015



प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला।

उप निबंधक कार्यालय

कम सं० 12346

लखनऊ

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

27-May-2015

प्रस्तुतकर्ता या प्रार्थी का नाम

स्वास्तिक मल्टीट्रेड प्रा.लि.द्वारा निदे.सिद्धार्थ शर्मा

लेख का प्रकार

विक्रय अनुबंध विलेख

प्रतिफल की धनराशि

0.00

/ 0.00

1. रजिस्ट्रीकरण शुल्क 10,000.0
2. प्रतिलिपिकरण शुल्क 20
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिपमाणी करण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग

10,020.0

शुल्क वसूल करने का दिनांक

27-May-2015

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया

27-May-2015

REGISTRAR
Mohan Lal Goyal
Lakhnau

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
