



उत्तर प्रदेश UTTAR PRADESH



CONSORTIUM AGREEMENT

This Consortium Agreement is made and signed by the parties on this 19th day of November 2016

Ram Kumar

Ram Kumar

Ram Kumar



Ram Kumar

Ram Kumar

Ram

अनिल कुमार



अनिल



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UNION OF INDIA Driving Licence


UP32 19840001687


 Valid until 18th July
 Date of issue 11/01/1984
 Valid from 11/01/1984
 Date of birth 20/05/1963
 Blood Group B+

Type / Name
AJIT KUMAR
 Registered as the holder / holder's wife of
G C MAURYA



DUPLICATE



Ajit Kumar 92 9415024645

UP32 19840001687




LMV 11/01/1984 MCWG 11/01/1984

Valid until 18th July
 Date of issue 11/01/1984
 Valid from 11/01/1984
 Date of birth 20/05/1963
 Blood Group B+

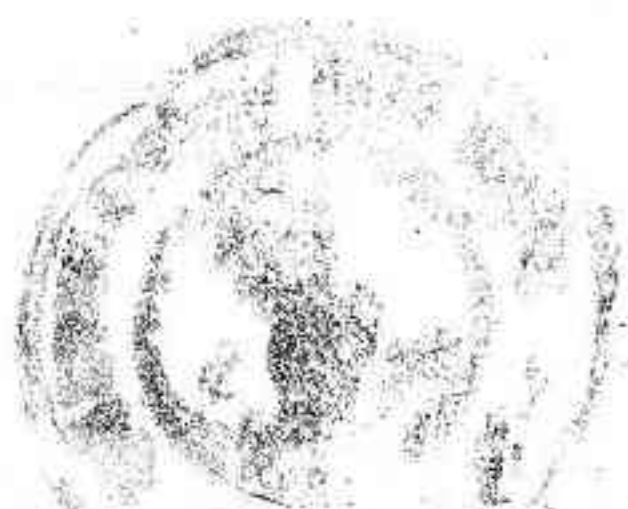
Type / Name
AJIT KUMAR
 Registered as the holder / holder's wife of
G C MAURYA



UP

Holder's Signature

Issued / Issuing Authority Sign.
 Lucknow





Appl. Turner





सुभाकर विनायक
INCOME TAX DEPARTMENT
ANTI CORRUPTION

सुभाकर विनायक
GOVT OF INDIA

आरपीएफ
AATF

Anti-tumor



पान 1

प्रत्युत्कर्षा अथवा प्रती द्वारा रखा जाने वाला।
उप-निर्देशक सूचीय
कम सं० 19302

19-Nov-2016



सामांजन सं/Enro

To
रानी मौर्या
Rani Maurya
W/O Aji Maurya
B-15
L PARK
Mahanager S.O
Lucknow
Uttar Pradesh-22601
9415012464

Ref: 275 / 14D / 143088 /



UE3001



UE3001

- लेख या प्रार्थना पर प्रस्तुत करने का दिनांक
प्रस्तुतकर्ता या प्रार्थी का नाम अजीत कान्त कुमार द्वारा पार्टनर अजीत कुमार म
लेख का प्रकार भागीदारी विलेख
- | | | |
|---|-----------|--------|
| प्रतिष्ठा की प्रगति | 0.00 | / 0.00 |
| 1. एजिडिकेशन शुल्क | 20,000.00 | |
| 2. प्रतिनिधिकाय शुल्क | 140 | |
| 3. निरीक्षण या समीक्षा शुल्क | | |
| 4. मुख्यालय के अधिष्ठापकी कार्या के लिए शुल्क | | |
| 5. करीधान शुल्क | | |
| 6. विविधि | | |
| 7. वार्षिक मंजूर | | |
| 1 से 6 तक का योग | 20,140.00 | |
- शुल्क वापस करने का दिनांक 19-Nov-2016
दिनांक जब लेख प्रतिक्रिया का तत्काल प्रमाण पर
वापस करने के लिए तैयार किया 19-Nov-2016

रजिस्ट्रेशन अधिष्ठापकी के हस्ताक्षर

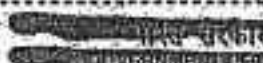
पान 1



आपका आधार क्रमांक / Your Aadhaar No. :

5264 4765 8267

आधार - आम आदमी का अधिकार



रानी मौर्या
Rani Maurya
जन्म वर्ष / Year of Birth : 1989
महिला / Female



5264 4765 8267

आधार - आम आदमी का अधिकार

Rani Maurya

9415012464





LICENCE HOLDER'S SIGNATURE



INDIA DRIVING LICENCE
UTTAR PRADESH

2430004750 15.6.2010 ISSUED ON

RAURVA

RAURVA

RAURVA - PARKMANANAGER

BLOOD GROUP

2 CYCLE & 4 WHEEL

RENEWED UPTO DATE OF BIRTH

Rm
98208 95424



54-0

RXM3818177

पता - म.स. नवहोवा गंगेशपुर
तहसील-लखनऊ, जिला-लखनऊ

Address- 190, Nandhya Ganeshpur
TEH-Lucknow, DIST-Lucknow

Date: 22-12-2012

173-लखनऊ पूर्व निर्वाचन क्षेत्र के निर्वाचन अधिकारी के कार्यालय की जगह पर

Facsimile Signature of the Electoral Registration Officer for 173-Lucknow East Constituency. 13468

यदि बदलाव पते, नाम, पते पर अपना नाम विवरण आदि में कोई बदलाव हुआ हो तो पते पर इसी प्रकार का कार्ड पाने के लिए सम्बन्धित पते से वह कार्ड अनुरोध करने

In case of change in address, mention the Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with the same number.



जोतिर

9336314411


भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

RXM3818177




निर्वाचक का नाम :
जितेन्द्र

Elector's Name :
JITENDRA

पिता का नाम : राधे

Father's Name : RADHE

लिंग / Sex : पुरुष / Male

आवृत्ति / DCB: 01/03/1983



10



अवध शर्मा

9336640543



②

[illegible]



8/9/81-101E



भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

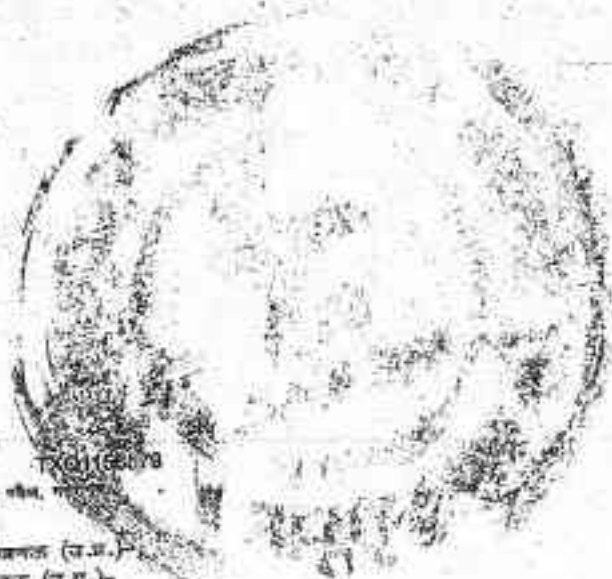
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निर्वाचक का नाम :	डॉन
Elector's Name :	Don
पत्नी का नाम :	रॉबे
Husband's Name :	Robe
पिता / डॉन :	रॉबे / Robe
जन्म की तिथि :	01/11/55



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Shukla

9415 155984



DUPLICATE

भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

AJC2818437




निर्वाचक का नाम :
विश्व कुमार
Elector's Name
VIKASH KUMAR

पिता का नाम : **कन्हैया लाल पाण्डेय**
Father's Name **KANHAIYA LAL PANDEY**

लिंग / Sex : **पुरुष / Male**

जनम तिथि / DOB : **01/07/1976**

Handwritten signature

9415155984

AJC2818437

पता - म.स.दी.ए.-3 चन्द्रा अर्पटा,
काशीरामगं,
थाना-हसीनगंज,
तहसील-सखनड, जिला-सखनड
पिनकोड -226001

Address- HNo.D.A-3 CHANDRA ARPATA,
Kashiramg,
PS-HUSANGANI,
TEH-Lucknow, DIST-Lucknow
Pincode-226001

Date: 8-1-2012

175 - म.स.दी.ए.-3 चन्द्रा अर्पटा
काशीरामगं, थाना-हसीनगंज,
तहसील-सखनड, जिला-सखनड
पिनकोड -226001
Facilitate Signature of the Electoral
Registration Officer for 175 - Lucknow Const.
- Constituency

240/1307

पता परिवर्तन के लिए निर्वाचन अधिकारी को सूचित करने के लिए
इस पत्र पर हस्ताक्षर कर कार्य करने के
लिए सम्बन्धित कार्यालय में यह पत्र नम्बर
प्रस्तुत करें

In case of change in address mention this Card
No. in the relevant Form for including your
name in the roll at the changed address and to
obtain the card with the same number.





EVIDENCE
 STATE OF NEW YORK
 ELECTRIC COMMISSION OF NEW YORK
 ELECTRICITY CASES
 TD019780-3
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 [Rectangular Stamp]
 RECEIVED BY NEW YORK
 ELECTRIC COMMISSION
 CHECKED NAME
 (NAME) HAN SIOGREN
 FILE NO. NEW YORK - 100, 1000000000
 CHECKED NAME : (NAME) HAN SIOGREN
 FILE / NO. : 1000000000 / 1000000000
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9415753292



समाप्त हुआ
 Sampah Basak
 Date of Birth 10/09/1979
 6894 2030 9705
 आधार-आम आदमी का अधिकार



Signature
 727577722

आधार-आम आदमी का अधिकार
आधार प्रमाण पत्र

पता:
 SO नारायण चंद्र बसक,
 १११-११८ जी. सेक्टर
 कोयी नगर, बोये गल्ली नं.-२,
 सोसाइटी नगर आनंदबाग,
 बस्ती, पश्चिम,
 उत्तर प्रदेश - 226005

Address:
 SO Narayan Chandra Basak, 111-118,
 Sector 118, Boye Ghat Marg, Lohi Ghat,
 No-2, Anand Nagar Anandbagh, Basti,
 Lucknow
 Uttar Pradesh - 226005

6894 2030 9705
 Aadhaar-Aam Admi ka Adhikar





-2-

BETWEEN

1. Ajit Constructions, a partnership firm, through its Partners Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya and Mrs. Rani Maurya wife of Mr. Ajit Kumar Maurya both resident of B-1/5, L Park, Mahanagar Extension, Lucknow; (hereinafter referred to as the 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. Ajit Brick Field through its proprietor Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND

For AJIT CONSTRUCTIONS

Ajit Kumar Maurya
Partner

Rani Maurya
Partner

For AJIT BRICK FIELD

Ajit Kumar Maurya
Proprietor/Auth. Signatory

Rani Maurya *Ajit Kumar Maurya*

Em

अवधेश कुमार

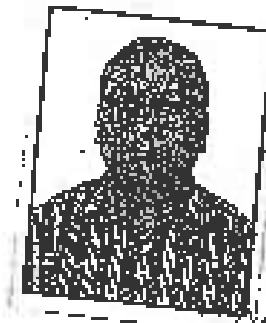
ORO Constructions Pvt. Ltd.

Direct
Director

अवधेश







-3-

3. Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
4. Mrs. Rani Maurya wife of Sri Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
5. Ms. Ekta Maurya daughter of Sri Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
6. Buddha wife of Radhey resident of Village-Baskhari, Post-Ranipur, District-Ambbedkar Nagar, U.P. present address House No. 213, Navalya Ganeshganj, Lucknow; AND
7. Awadhesh son of Parsan resident of Village-Kapasi, Post-Sadat Rasoolpur, District-Lucknow, U.P.; AND

For AJIT CONSTRUCTIONS

Ajit Kumar *Rani Maurya*

Partner

Partner

For AJIT BRICK FIELD

Ajit Kumar

Proprietor/Auth. Signatory

Rani Maurya

Ajit Kumar

For
अजय कुमार

OPD Constructions Pvt. Ltd.

For

अजय





8. Jitendra son of Radhey resident of Village-Kutiya, Post-Ranipur, Distt-Ambekar Nagar, U.P. present address House No. 213, Navalya Ganeshganj, Lucknow; AND
9. Pachoo son of Gudai resident of Village-Fatehpur Khamrahl, Bakshi Ka Talab, Lucknow, U.P. through his registered attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Thind Lucknow on 10.09.2015 at Book 4 Jld 439 pages 113 to 122 at serial no. 619; AND

[Party no. 2-9 hereinafter collectively referred to as the Confirming Parties, 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

10. M/S ORO Constructions Pvt. Ltd. a company incorporated under the Companies Act, 1956 having its registered address-200, Eldaco Greens, Gomti Nagar, Lucknow through its Director Mr. Dinesh Kumar son of Sri K. L. Pandey (hereinafter referred to as "Second 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]

WHEREAS

1. The first party and all consortium members, the owners of the land mentioned below, have formed a consortium and signed

For AJIT CONSTRUCTIONS

Ajit Kumar
Partner
Ravi Maurya
Partner

For AJIT BRICKFIELD

Ajit Kumar
Proprietor/Auth. Signatory
Ajit Kumar

Ravi Maurya

अपने हित में

ORO Constructions Pvt. Ltd.

Dinesh Kumar
Director



[Signature]



and executed a consortium agreement dated 09.08.2016 for development of project in Village-Madiaon, Distt-Lucknow which is registered in the office of S.R. first at Book no. 4 Jld 566 Pages 357/380 at Serial no. 506 on 09.08.2016. The First Party is the lead member of the consortium. All the consortium members have mutually appoint, authorize and constitute first party of this consortium agreement i.e Ajit Constructions as Lead Member, to deal with second party and also authorize to make any arrangement with Second Party.

2. The party no. 2-9 hereby again confirm that they have appointed Ajit Constructions as their attorney and authorize to negotiate, transfer the properties of all consortium members and also authorize to make any agreement/arrangement in furtherance of this consortium agreement. First Party is also authorized by all consortium members to take any decision regarding the land owned by consortium members for the betterment of the said project and that shall be binding upon all consortium members.

3. The parties of the consortium have agreed to develop the township on the land admeasuring approx. 10.101 hectare land in Village-Madiaon, Distt-Lucknow, which is bounded as; East-18 Mt. Road thereafter Ajit Brick Field, West-Village Abadi

For AJIT CONSTRUCTIONS

Partner

Ajit Kumar Rami Maurya
Partner

Rami Maurya

For AJIT BRICK FIELD

Ajit Kumar
Proprietor/Ajith Maurya

Ajit Kumar

अवधेश कुमार

जयदेव

ORO Constructions Pvt. Ltd.

[Signature]
Director





Chaudharypurwa, North-Other's Property, South-Other's Property (hereinafter referred to as "Project Land"). First Party and all other consortium members have decided to include the second party as a new consortium member.

4. Out of project land, area admeasuring Approx. 8.424 hectare owned by first party and other consortium members (hereinafter referred to as "said Purchased Land") and no one other than first party have any right title or interest in the said purchased land.
5. For the purpose of project, remaining area of the project land admeasuring Approx. 1.677 hectare (including the land shown as land for future development in the layout plan submitted in LDA for approval) located within the project land of in Village-Madison, Distt-Lucknow shall be purchased by the First Party in its favour or in the name of second party as mutually decided between them.
6. The Second Party is in the process of acquiring/purchasing the land adjoining to the land of first party and willing to develop the project including the land of first party. Therefore the second party has approached the First Party and has represented that it possesses the skill, technical know-how, expertise and experience in building & construction and has

For AJIT CONSTRUCTIONS

Partner:

Ravi Kumar Ravi Maurya
Partner

For AJIT BRICKFIELD

Ravi Kumar
Proprietor & Partner

Ravi Maurya

Ravi Kumar

pm

अवधेश कुमार



अवधेश

ORO Constructions Pvt. Ltd.

[Signature]
Director



conveyed its keen interest in developing of a Project including permissible commercial & institutional development on the Said Land. The First Party after being convinced by the expertise and capability of Second Party to develop the Residential Project including permissible commercial & institutional development and keeping in view to get best realization of his plot of land and the convenience & for timely completion of construction, has agreed to assign the development, construction and selling rights (collectively herein after referred as "Development Rights") for the development of Residential Project including permissible commercial & institutional development on the said Land.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement (herein after referred as the "said Agreement") and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

For AJIT CONSTRUCTIONS

Partner

Ajit Kumar / Ravi Maurya
Partner

Ravi Maurya

For AJIT BRICK FIELD

Ajit Kumar
Proprietor/Part. Signatory

Ajit Kumar

For

अजय कुमार

Recd.

GEI

अजय

ORC Constructions Pvt. Ltd.

Director
Director



NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. RULES OF INTERPRETATION

In this Agreement unless the context otherwise requires

- a. Headings are for convenience only and shall not affect interpretation,
- b. Words denoting the singular number shall include the plural and vice versa,
- c. Words denoting the singular number shall include all genders,
- d. Words denoting persons shall include bodies of persons and corporations and vice versa;
- e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expression shall have corresponding meanings,
- f. Reference to any party shall include the party's successors and permitted assign;
- g. Reference to any document shall be deemed to include reference to it and to its appendices, annexures, recitals, schedules and tables as varied from time to time.
- h. Document executed pursuant to this agreement shall form its part.
- i. Reference to 'AGREEMENT' or 'notice' shall mean an AGREEMENT or notice in writing and 'writing' includes all

FOR AJIT CONSTRUCTIONS

Partner

Raj Kumar Rani Maurya
Partner

FOR AJIT BRICKFIELD

Raj Kumar
Proprietor/Authorized Signatory

Rani Maurya Raj Kumar

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04/05/23

ORO Constructions Pvt. Ltd.

Raj Kumar
Director



means of reproducing words in a tangible and permanently legible form;

- j. References to "Recitals" and "Clauses" are references to the recitals and clauses of this AGREEMENT;
- k. If there is any conflict in interpreting two or more clauses of this AGREEMENT, same shall be interpreted harmoniously.
- l. The word "first party" wherever refers herein under shall also mean first party and other consortium members.

2. RECITALS & ANNEXURES

- 2.1 That the Recitals, Annexure and Schedules to this AGREEMENT shall form an integral part of this AGREEMENT.

3. NAME OF THE PROJECT

Residential Project including permissible commercial & institutional development project to be developed by the Second Party on the said Land being subject matter of this agreement shall be named and known as decided by the second party.

For AJIT CONSTRUCTIONS

Partner

Ajit Kumar

Partner

Ravi Maurya

For AJIT BRICK FIELD

Proprietor/Auth. Signatory

Ajit Kumar

Ravi Maurya

Ajit Kumar

Em

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for me



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[Signature]

OHO Constructions Pvt. Ltd.

[Signature]
Director



4. AREA SHARING

4.1 In lieu of the first party providing the Said Project Land for the purpose of the Said Project, the second party, shall develop, construct and complete the Said Project and in lieu of the second party (developing, constructing and completing the Said Project at the cost and expenses to be borne by the Second party in terms of this Agreement and marketing the Said Project, the proposed sharing (basic sale price plus preferential location charges) of the entire sellable area shall in following ratio:

- All plotted developed area shall be shared in the ratio of 52.5:47.5 between First Party & Second Party i.e 52.5% of the plotted sellable area belongs to first party and 47.5% of the plotted sellable area belongs to second party.
- Units to be developed in Group Housing shall be shared in the ratio of 33:67 between First Party & Second Party i.e 33% of the total sellable super built up area belongs to first party and 67% of the total sellable super built up area belongs to second party.
- Units to be developed in commercial complex shall be shared in the ratio of 50:50 between First Party & Second Party i.e 50% of the total sellable super built-up area belongs to first party and

For A/E CONSTRUCTIONS

Partner

Ram Maurya
Partner

For A/E BRICK FIELD

Ram Maurya
Proprietor/Signatory

Ram Maurya

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ORO Constructions Pvt. Ltd.

Director
Director



50% of the total sellable super built up area belongs to second party.

d. In the case of sharing in proposed Villas, the first party shall be entitled of the sharing in plotted cost prevailing at that time in the ratio same as given in 4.1(a). No sharing shall be done on the constructed cost.

e. As per Government rules construction of EWS/LIG houses are mandatory These EWS/LIG units are to be allotted by Lucknow Development Authority at the norms and rates fixed by Government of U.P. Since the construction of these units is a loss making proposition, no revenue sharing would be done on the amount received from the sale of these units. However, if any compensation provided by Government/Semi Govt. Authority shall be shared between both the parties in ratio of 50:50.

4.2 The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future. The Second party shall inherit a good, perfect and marketable title, free from all defects in respect of it's Allocation arising out of this Agreement. Transferees shall confer a good, perfect and marketable title therein, free from any defect, to them.

For ART CONSTRUCTIONS

Partner

Partner:

Ravi Maurya

Ravi Maurya

For ART BRICK FIELD

Ravi Maurya
Proprietor/Author. Signatory

Ravi Maurya

File No.



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अवधेश कुमार

ORO Constructions Pvt. Ltd.

Director
Director



4.3 That on successful completion of the construction of the Residential Project including permissible commercial & institutional development, Second Party shall intimate the First Party in writing about the completion of the project.

5. SCOPE OF THE AGREEMENT

5.1 That for the consideration as agreed in this AGREEMENT, the First Party hereby has assigned to the Second Party all its rights and interest in/of the construction, marketing and Booking/allotment of Residential Project including permissible commercial & institutional development project to be built on said Land after getting lay out sanctioned by the Second Party.

5.2 That all the liability of obtaining the necessary permissions, sanctions and licenses for developing the Residential Project including permissible commercial & institutional development on the said Land shall be on the Second Party. It is further agreed between the parties that for the purpose of obtaining such permissions, clearances, licenses, approvals or sanctions, the Second Party shall act on their own. However on request of the Second Party, the First Party shall always make available all the original documents pertaining to the said Land as may be required to be produced before various Statutory Authorities in connection with the approvals, licenses etc. of the

For AJIT CONSTRUCTIONS

Partner

Partner

Ravi Maurya

Ravi Maurya

For AJIT BRICK FIELD

Proprietor/Part's Signatory

Ravi Maurya

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Ajit Constructions Pvt. Ltd.

[Signature]
Director



Residential Project including permissible commercial & institutional development project.

5.3 That during the term of the development/construction if any problem or obstruction from any Govt. Department or some other allottees / claimants is created, excluding the matters related to the title and possession of the said Land, and the construction is halted then in that case it shall be duty of the Second Party to fulfil the conditions, complete the compliances, remove the impediment or satisfy the claimants or allottees at its own cost and effort to the total exclusion of First Party. The Second party shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the earliest.

5.4 That if during the development/constructions, it will be felt that the layout plan needed to be modified, (except due to unavailability of unpurchased land/dispute arises in any of the existing purchased land) then the same shall be got modified from the appropriate authority by the second party at its own cost if any part of unpurchased land is unavailable then the layout plan shall be modified and change in layout due to unavailability of any part of unpurchased land then the cost of the modification of lay shall be borne by first party.

For A&T CONSTRUCTIONS

Partner

Pr. Kumar Ravi Maurya
Partner

For AJITGRICK FIELD

Pr. Kumar
Stowick/Audit, Signatory

Ravi Maurya *Pr. Kumar*

for
31/12/2012

for

ORO Constructions Pvt. Ltd.

for
Director



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5.5 That the First Party or anybody claiming through it, shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the Residential Project including permissible commercial & institutional development project on the said Land.

5.6 That in case of requirement of any fresh approval or sanction which may have become mandatory by change in law, rules regulations or bye laws then the Second Party, at its own cost, shall apply Authority, Government or otherwise, State or Central and/ or such other authorities may be concerned in the matter for requisite permissions, sanctions and approvals for the development and construction of the proposed Residential Project including permissible commercial & institutional development on the said land in accordance with the applicable Laws and Bye-Laws & First party shall tender all its assistance which is required due to change/modifications in the policies time to time.

5.7 The Second Party shall have the exclusive right of marketing and accept the bookings of the units to be developed in the entire project including area falling in the share of the First Party. All the bookings made in the project to be presumed as accepted & agreed by both the parties. Second Party shall get the brochures printed and advertise the project in the media and by other means at its costs. First Party

For AJIT CONSTRUCTIONS

Partner

Ravi Maurya

Partner

For AJIT BRICK FIELD

Ravi Maurya
Proprietor/ Auth. Signatory

Ravi Maurya

Ravi Maurya

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ORO Constructions Pvt. Ltd.

Ravi Maurya
Director

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shall not interfere in day to day working in marketing and the sale of the stocks. The suggestion of the first party shall be honoured by second party.

5.8 The rate of the units shall be decided mutually between both the parties. The Second party shall be authorized to accept and receive the booking amounts, advance, earnest money, instalments and final consideration and issue receipts thereof from the intending buyer(s) and the same shall be deposited in Joint Escrow Account opened by both the parties in any Bank. The share of the First party shall be transferred to First party's account from the net collection. (Net collection means that amount after deducting Govt. Indirect taxes collected from the customer)

5.9 That after receiving the sale considerations against the individual units & settlement of a/c of particular unit between the both the parties, all the transfer deed/documents regarding sale/transfer the units to prospective buyers shall be executed by both first Party and second party. That the First Party shall be bound to execute the transfer Deeds/sale Deeds in favour of buyers of the project as recommended and nominated by the Second Party after its satisfaction regarding payment in respect of that unit & in no circumstance any of the party shall have the right to refuse/delay the

For AJIT CONSTRUCTIONS

Partner

Apurva *Rani Maurya*
Partner

For AJIT BROCK FIELD

Apurva
Proprietor/Part. Signatory

Apurva

Rani Maurya

Km
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ORO Constructions Pvt. Ltd.

Rishi
Director

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execution & registration of the transfer deed against which both the parties have received their individual share.

5.10 That the Second Party shall discharge the liability of its responsibilities towards its contractors, engineers, architects, labour and suppliers etc. In case due to any acts done or omitted to be done which are required to be done and not be done by the Second Party due to which some damages/penalty/charge has been imposed by any Governmental/Non Governmental authority on the said Land of the Residential Project including permissible commercial & institutional development, then the First Party shall not be liable to pay/reimburse the said damage/penalty/charge.

5.11 That First Party has assured that said Land is wholly free from all Encumbrances, injunctions, gifts, liens, attachments, liabilities, tenancies, unauthorized occupations, claims and litigations, whatsoever. The both the parties further agrees and undertakes to keep the said plot from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, Claims and litigations and shall keep thereof absolutely free and saleable at all time hereof

5.12 That the first party shall purchased the land either in its own name or in the name of second party as decided mutually by both the

For AIT CONSTRUCTIONS

Partner

Ram Kumar
Partner

For AIT BRICK FIELD

Ram Kumar
Proprietor/Auth. Signatory

Ram Kumar

Ram Kumar

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ORO Constructions Pvt. Ltd.

Director
Director



parties. In case any piece of land is being purchased in the name of SP by the SP, amount paid against the purchase of land shall be considered as amount paid to FP against their share of the units to be developed on the said land as defined in clause no. 4 of this agreement. Second Party assures first party that second party shall not purchase the land directly from the owners in its name within project area. The First Party shall always be treated as land owner for the entire project land.

5.13 The first party and its consortium members shall sign and execute, without any fail, all necessary deeds, form, applications and other documents whenever required to deal with or to take approvals, permissions consent etc. from any competent authority for development of said project.

5.14 That the Second Party shall be entitled to advertise about the Residential Project including permissible commercial & institutional development Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement as the Second Party may deem fit, on the said Land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/ customers to the site.

For AJIT CONSTRUCTIONS

Partner

Rajiv Kumar

Partner

For AJIT BRICK FIELD

Ravi Maurya

Ajit Kumar

Proprietor/ Auth. Signatory

Ravi Maurya

Ajit Kumar

Rm
अजित कुमार

Ajit



ORO Constructions Pvt. Ltd.

Ajit
Director



5.15 That the Second Party shall be free to get the Residential Project including permissible commercial & institutional development approved from Banks and financial institutions in order to facilitate the financial by intending purchaser/s of Units. First Party and Second Party shall issue permission to Mortgage, enter into Tripartite Agreement under their own signatures.

5.16 All cases/Litigations, civil, criminal, consumer pertaining to the delay in development, construction, labour or workmen disputes shall be defended by the Second Party at its own cost and expenses. The Second Party shall abide and comply with all labour laws and Minimum Wages Act and be responsible for any accident at the development site. First party shall not be responsible for that.

5.17 The cost of stamping, registration etc. of this AGREEMENT and any other paper pertaining to this AGREEMENT shall be borne by the Second Party.

5.18 That the second party has agreed to pay a sum of Rs. 7,00,00,000/- (Rs. Seven Crore Only) to the Owner as refundable/adjustable interest free security deposit, out of which Second Party has paid Rs. 50,00,000/- (Rs. Fifty Lac Only) through RTGS on 25.10.2016, and rest of the payment Rs. 6,50,00,000/- shall be paid in 3 (three) months from the date of execution of this

For AJT CONSTRUCTIONS

Partner

Ravi Maurya

Partner

Ravi Maurya

For AJT BRICK FIELD

Ravi Maurya
Proprietor/Part. Signatory

Ravi Maurya

Km
अवधेश कुमार

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ORO Constructions Pvt. Ltd.

Ravi Maurya
Director



agreement, said security deposit shall be either refunded or adjusted from the payments of the first party share in the developed area of the said project in following manner:

- i) Rs. 4,00,00,000/- (Rs. Four Crore only) on receiving of entire sale price of first party's share of plotted developed area.
- ii) Rs. 2,00,00,000/- (Rs. Two Crore only) on receiving of entire sale price of first party's share of group housing project.
- iii) Rs. 1,00,00,000/- (Rs. One Crore only) on receiving of entire sale price of first party's share of commercial project.

6. POSSESSION

6.1 The immediately on the execution of this AGREEMENT, the first party shall provide lawful and peaceful possession of already purchased land and the possession of unpurchased land shall be provided immediately after purchase of Land for the purpose of construction, development and sale in the term of this Agreement.

6.2 First Party shall ensure that all unpurchased land are procured & possession of the same are handed over to Second Party for the development within 6 months of the signing of the agreement for the completion of the project in scheduled & agreed time frame.

For AJIT CONSTRUCTIONS

Ravi Maurya

Partner

Partner

For AJIT BRICK FIELD

Ravi Maurya

Proprietor/Auth. Signatory

Ravi Maurya

Ravi Maurya

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ORO Constructions Pvt. Ltd.

Director
Director



7. NOTICES

7.1 All notices or other communications to be given under this AGREEMENT to any party shall be made in writing and send by letter through Speed Post Mail or Registered Acknowledge due after being dispatched within seven(7) business days after being deposited in the post, postage prepaid, by the speed post mail available and by registered mail to such party at its address as such party may hereafter specify for such purpose to the other by notice in the writing to both the parties at their respective registered offices/offices as given under:

FIRST PARTY:

Attn. : Mr. Ajit Maurya
Address : B-1/5, L Park, Mahanagar Extension,
Lucknow : ajitmauryaaajit@gmail.com
Email,

SECOND PARTY :

Attn. : Mr. Dinesh Kumar
Address : 503, 5th Floor, Ekdeco Corporate
Tower, Vibhuti Khand, Gomti Nagar,
Lucknow-226010
Email

For AJIT CONSTRUCTIONS

Partner *Ravi Maurya*

Partner

Partner

For AJIT BRICK FIELD

Proprietor/Auth. Signatory

Ravi Maurya *Proprietor*

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ORO Constructions Pvt. Ltd.

Director



8. CONFIDENTIAL INFORMATION

8.1 That the party coming into knowledge of any information about the project or the other party because of commercial relationship created under this Agreement and about development of project, shall keep the information confidential & secret and shall not disclose the same to any Third Party or shall not use the said confidential information for any other purpose other than purposes and works assigned under this Agreement.

9. MODIFICATION

9.1 No modification representation, promise or AGREEMENT in connection with the subject matter of this AGREEMENT shall be valid unless made in writing and signed by the parties.

10. INDEMNIFICATION

10.1 That it is presumed that all the material facts and the truthful history regarding the title of the land in question has been disclosed by the First Party to the Second Party and in case of any deficiency or loss of land on any account including cropping up of fresh material facts not disclosed by the First Party, which is noticed, observes and comes to the knowledge of the Second Party after the execution of the

For AJIT CONSTRUCTIONS

Partner

Ajit Kumar Rani Maurya
Partner

For AJIT BRICK FIELD

Ajit Kumar
Proprietor/Aut. Signatory

Rani Maurya

Ajit Kumar

for
अजित कुमार

Ajit Kumar



ORO Constructions Pvt. Ltd.

Ajit Kumar
Director

भागीदारी विलेख

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पृष्ठों की संख्या

भागीदारी की धनराशि

अजीत कान्सट्रक्शन्स द्वारा पार्टनर अजीत कुमार शीर्षा

पुत्र श्री

रवि गिरीश चन्द्र शीर्षा

Ajit Kumar

व्यापार

निवासी श्री-1/5 एल पार्क महानगर विस्तार लखनऊ

अध्यक्ष पता

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Ajit Kumar



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

धर्मेन्द्र कुमार शीर्षा
उप-निबन्धक तृतीय

लखनऊ

19/11/2018

निम्नलिखित लेखापत्र गार मुहने व संपन्नने मजमून

भागीदार

अजीत कान्सट्रक्शन्स द्वारा पार्टनर अजीत कुमार शीर्षा

पुत्र श्री रवि गिरीश चन्द्र शीर्षा

पेशा व्यापार

निवासी श्री-1/5 एल पार्क महानगर विस्तार लखनऊ



अजीत कान्सट्रक्शन्स द्वारा पार्टनर रानी शीर्षा

पत्नी श्री अजीत कुमार शीर्षा

पेशा व्यापार

निवासी श्री-1/5 एल पार्क महानगर विस्तार लखनऊ



श्री अजीत विककील्ड द्वारा प्रो. अजीत कुमार शीर्षा

पुत्र श्री रवि गिरीश चन्द्र शीर्षा

पेशा व्यापार

निवासी श्री-1/5 एल पार्क महानगर विस्तार लखनऊ



श्री अजीत कुमार शीर्षा

पुत्र श्री रवि गिरीश चन्द्र शीर्षा

पेशा व्यापार

निवासी श्री-1/5 एल पार्क महानगर विस्तार लखनऊ



रानी शीर्षा

पत्नी श्री अजीत कुमार शीर्षा

पेशा व्यापार

Rani Maurya



Agreement, then the First Party shall be responsible to rectify the defect.

10.2 The Second Party agree to indemnify and keep the First Party and his successor, respective officers, representative, agents and employees harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgements, actions, suits, Proceedings, Arbitration, assessments, cost and expense ("Damages"), suffered or paid by the indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure if any representation or warranty made by the indemnifying Party in this AGREEMENT or in any confirmation delivered pursuant here to be true and correct in all materials aspects as of the date of this AGREEMENT or (ii) a breach of any term or covenant by the indemnifying Party contained in this AGREEMENT (iii) in case of any claim of any purchaser/third party regarding the development of the project, construction of building and material used or any breach of conditions of lay out sanctioned or breach of rules framed by competent authority or any law of land or delay in handing over the project (iv) in case of any litigations arising with any person booking the units due to any reason same shall be defended by the Second Party at their own cost and it shall keep the First Party indemnified with regard to the same.

For AND CONSTRUCTIONS

Partner

Ram Kumar Rani Maurya

Partner

For AJIT BRICK FIELD

Ram Kumar
Proprietor/Auth. Signatory

Rani Maurya

Ram Kumar

Em
अवधेश कुमार

5/1/23



ORO Constructions Pvt. Ltd.

Director
Director

Km

एकता मौर्या
पुत्री श्री अजीत कुमार मौर्या
पेशा नौकरी
निवासी बी-1/5 एल पार्क महानगर विस्तार लखनऊ



बुद्धा
पत्नी श्री राधे
पेशा गृहिणी
निवासी म.न.- 213 नवैया गणेशगंज लखनऊ

अनघेश कुमार
Rim



श्री अय्येश
पुत्र श्री परसन
पेशा कृषि
निवासी कपासी पो. सआदत रसूलपुर लखनऊ

अनघेश कुमार



श्री जितेन्द्र
पुत्र श्री राधे
पेशा व्यापार
निवासी 213 नवैया गणेशगंज लखनऊ

जितेन्द्र



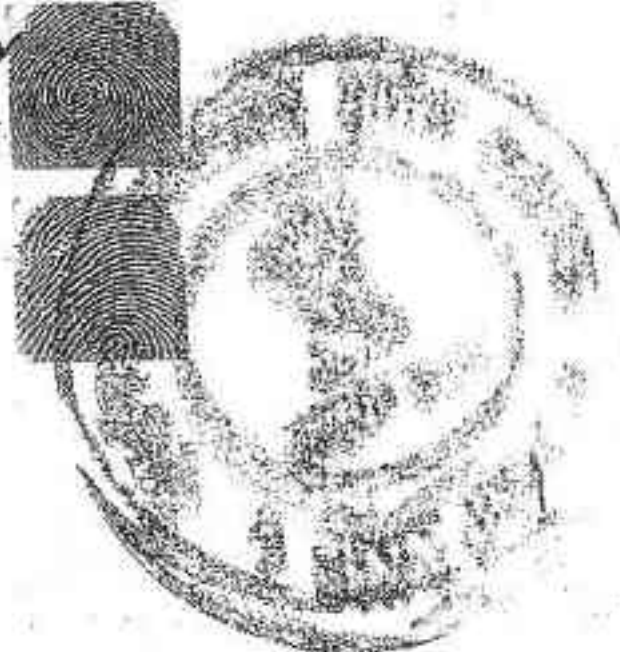
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Rim



श्री मे.ओरो.कान्सद्रखान प्रा.लि.द्वारा नि. दिनेश
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पुत्र श्री के.एल.पाण्डेय
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11. TERM OF COMPLETION

11.1 The Second party undertakes to complete the development and sale of the plotted area of the project within 30 months from the date of execution of this agreement and complete the construction and sale the group housing and commercial complex of the project within 42 months from the date of execution of this agreement.

11.2 If the second party shall not complete the development and sale of the project of plotted area within 30 months, then the remaining entire unsold area of the first party's share shall be purchased by second party at the then last prevailing rate of the project. The second party shall pay the total cost within 3 months. In case of failure of the payment within stipulated period, the second party shall bound to pay 15% interest on the due amount.

12. FORCE MAJEURE

12.1 Any party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this AGREEMENT to be performed:

i) Shall use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible.

For AIT CONSTRUCTION

Rani Maurya

Partner

Partner

Rani Maurya

For AIT BRICK FIELD

Rani Maurya

Proprietor/Authorized Signatory

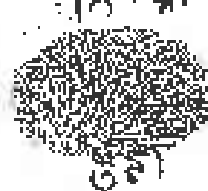
Rani Maurya

Km.

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ORO Constructions Pvt. Ltd.

Director
Director



के निष्पादन स्वीकार किया ।

दिनांक पहचान संतोष बंधाक

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पेशा व्यापार

निकसी 551क/318जी, आज्ञावनगर आलमबाग लखनऊ

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क्यू.एच.मिर्झाकी

पेशा व्यापार

निकसी 538क/313 त्रिवेणीनगर-1 लखनऊ

वे को ।

पञ्चदश गड मन्त्रियों के निशान ओंके निम्नानुसार लिखे गये हैं ।



प्रिस्टीकरण अधिकारी के हस्ताक्षर

-- धर्मेन्द्र कुमार चौधरी
उप-निबन्धक तृतीय
लखनऊ
13/11/2016



ii) shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to any extent which permits resumption of such performance; and

iii) For purposes hereof, Force Majeure shall mean any unforeseeable, unavoidable event which is outside the either Party's scope of influence and control and for which the Party(ies) bears no responsibility including but not limited to acts of God, war, natural disasters, strike and lockout (excluding strikes and lockouts that involve primarily the employees of the Second Party or its contractors or are attributable to any discriminatory policy or practice of the Second Party or its contractors), war, terrorist act, blockade, revolution, riot, insurrection, that makes it impossible or delays any obligation of either Party under this Agreement from being performed in accordance with the terms of this Agreement.

13. ARBITRATION & JURISDICTION

13.1 In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in

For AJIT CONSTRUCTIONS

Partner

Raj Kumar Ram Maurya

Partner

For AJIT BRICK FIELD

Raj Kumar
Proprietor/Auth. Signatory

Raj Kumar

Raj Kumar

Emu
अवधेश कुमार

JKS

JKS



ORC Constructions Pvt. Ltd.

Director
Director

भागीदार

Registration No.:

815

Year :

2016

Book No. :

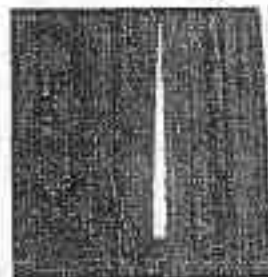
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0101 अजीत कान्हाटकरनस द्वारा पार्टनर अजीत कुमार भीर्य

रव. विरीश चन्द्र भीर्य

सी-1/5 एल फार्क गडानगर विस्तार लखनऊ

ब्यापार



0102 अजीत कान्हाटकरनस द्वारा पार्टनर रानी भीर्य

अजीत कुमार भीर्य

सी-1/5 एल फार्क गडानगर विस्तार लखनऊ

ब्यापार

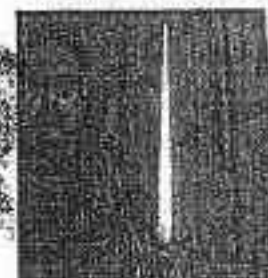


0103 अजीत किकणील्य द्वारा प्रो. अजीत कुमार भीर्य

रव. विरीश चन्द्र भीर्य

सी-1/5 एल फार्क गडानगर विस्तार लखनऊ

ब्यापार



0104 अजीत कुमार भीर्य

रव. विरीश चन्द्र भीर्य

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ब्यापार



0105 रानी भीर्य

अजीत कुमार भीर्य

सी-1/5 एल फार्क गडानगर विस्तार लखनऊ

ब्यापार



writing.

13.2 In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the First Party and the Second Party. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (As Amended) and shall be held in Lucknow, India. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

16. AMENDMENT

16.1 Any Amendment, change or modification or any of the terms, provisions or conditions of this Agreement shall be un-effective unless made in writing and signed or initiated on behalf of the parties hereto by their duly authorised representatives. Any written and duly executed agreements, memorandum of understanding and any other documents between both the parties either registered or not shall be deemed to the part and parcel of this registered agreement.

17. MISCELLANEOUS

17.1 That all originals in respect of the said property (except title documents) including the permissions, approvals and sanctions necessary for the constructions work, shall be at all times held by the Second Party but it shall be under the obligation to allow the

FOR ART CONSTRUCTIONS

Ravi Mouya

For ART BRICK FIELD

Partner

Partner

Ravi Mouya
Proprietor/ Auth. Signatory

Ravi Mouya

Ravi Mouya

Em

अवधेश कुमार

AS

वि. म.



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ORO Constructions Pvt. Ltd.

Ravi
Director

मागीदार

Registration No.:

815

Year:

2016

Book No.:

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0106 एकता मौर्या

अजीत कुमार मौर्या

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0107 बुद्धा

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न.न.-213 नवीय मनेसगंज लखनऊ

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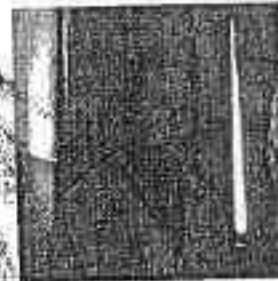


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परमन

कपासी पी.सआदत रसूलपुर लखनऊ

कृषि



0109 जितेन्द्र

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213 नदीय मनेसगंज

भाषार

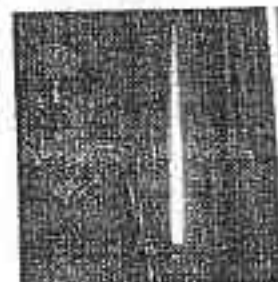


0110 पंचू द्वारा नु.आम अजीत कुमार मौर्या

स्व.गिरीश अन्न मौर्या

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भाषार



inspection and verification at all reasonable times in case of need and requirement of First Party. If required by any law or competent authority for deposition of title deeds before resident welfare association, the same shall be deposited to second party by first party.

17.2 That the Second Party shall at all times ensure that construction has been raised as per sanctioned plan and there is no deviation from the sanctioned plan.

17.3 If any of the parties wants to retain some developed units in its share, may retain but after giving written information to other and the other party shall be entitled to retain the same number of units in its share.

17.4 That all cost, stamp duty, registration fee and other charges etc. payable in respect of any Transfer Deed of the said Land or any portion thereof including this AGREEMENT shall be borne by the Second Party or prospective flat buyers as the case may be.

17.5 That the income tax liability shall be shared and borne by both the parties hereto in proportion to their share on sharing ratio and all other taxes, duties and cess shall be borne by the Second Party.

For AJIT CONSTRUCTIONS

Partner

Ram Kumar Rani Maurya
Partner

For AJIT BRICK FIELD

Ravi Kumar
Proprietor/Authorized Signatory

Rani Maurya

Ravi Kumar

Rm
अवधेश कुमार

ज.क.स.



ORO Constructions Pvt. Ltd.

Deep
Director

भागीदार

Registration No : 815

Year : 2016

Book No. : 4

011: श्री.अशोकान्तद्रुक्छान्द्रा.लि.द्वारा लि. दिनेश कुमार

के.एल.गावडे

200 एलडिओ वीन रोमन्तीनगर लखनऊ

नीमनी



17.6 That the Second Party shall execute buyers Agreement in its name. In case, any suit, consumer complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers, the Second Party shall alone be liable and responsible for the same and under no circumstances, the First Party shall be liable and if First Party is called upon to defend any damages or monies are required to be paid by the First Party, same shall be payable by the Second Party and the Second Party shall keep the First Party indemnified at all times.

17.7 That the Second Party shall be under the obligation to provide all the relevant information after the construction is completed to the First Party.

17.8. That on final settlement of the account between both the parties, the first party shall handover all the original title deeds to the second party.

For AJIT CONSTRUCTIONS

Partner

Partner

Rajiv Kumar

Rajiv Kumar

For AJIT BRICK FIELD

Proprietor/Auth. Signatory

Rajiv Kumar

Rajiv Kumar

सच दस्त

जलिस

नि.म.



ORO Constructions Pvt. Ltd.

Director

गन्नाइ

Registration No.: 815

Year: 2016

Book No.: 4

W1

संतोष बसाऊ

नारायण प्रभू

551क,318जी, आजादनगर आलमबाग लखनऊ

व्यापार



W2

आई.एच.सिदीकी

क्यू.एच.सिदीकी

538क/613 त्रिवेणीनगर-1 लखनऊ

व्यापार



IN WITNESS WHEREOFF, all the parties have signed this AGREEMENT on the date, month and year first above written in the presence of witnesses.

WITNESSES:

1)

Mr. Sanjay Basak
8/0 Mr. Narayan Chandra
R/o 551, K, 3106, Agad
Nagar, Alambagh, District-
Lucknow.

For AJIT CONSTRUCTIONS

Partner

Rishi Kumar Rani Maurya

(FIRST PARTY)

For AJIT BRICK FIELD

Rishi Kumar
Proprietor/Auth. Signatory

2) Mr. I. H. Siddiqui
S/o. Mr. G. H. Siddiqui
R/o 530K9/613, Triveni
Nagar, I. Lucknow

Rani Maurya *Rishi Kumar*

31/12/2012

[Signature] *[Signature]*

(CONSORTIUM MEMBERS)

ORO Constructions Pvt. Ltd.

[Signature]
Director

(SECOND PARTY)

Typed By:

Deepak
(Deepak)
Civil Court, Lucknow

Drafted By:

[Signature]
(Benkat Raman Singh)
Advocate
Civil Court, Lucknow

आज दिनांक 19/11/2016 को

वही सं. 4 जिल्द सं. 491

पृष्ठ सं. 221 से 276 पर कर्नांक 815

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


धर्मेन्द्र कुमार चौधरी
उप-निबन्धक तृतीय
लखनऊ,
19/11/2016

