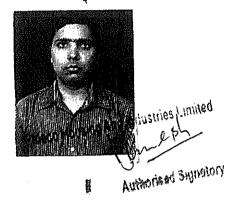


उत्तर प्रदेश UTTAR PRADESH



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CONSORTIUM AGREEMENT

This Consortium Agreement ("Agreement") is made and executed at Lucknow on this 24th day of July 2018.

BETWEEN

Eldeco Housing & Industries Ltd. a company incorporated under the Companies Act, 1956, having its Office Second Floor, Eldeco Corporate Chamber –I, Vibhuti Khand, Gomti Nagar, Lucknow (hereinafter referred to as the "Lead Member") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns) through its Authorized signatory Umesh Chandra Maurya son of Ram Newal Maurya.

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3789 6104 5424 मेरा आधार, मेरी पहचान

S/O राम नेवल मोर्या, 148, NIJAMPUR MALHAUR, NEAR निजास्पुर सल्हौर, निकट वावा कृटिया मंदिर, चिनहट, Utter Pradesh 226028 लखनऊ, लखनऊ,

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Eldeco Housing And Industries Limited

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अरायकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

SHIVAYE CONSTRUCTIONS PRIVATE LIMITED



03/02/2012

Permanent Account Number

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Shivaye Constructions Private Limited

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भारत श्रणका GOVT OF INDIA

NEPTUNE INFRACON PRIVATE LIMITED

03/02/2012

Permanent Account Number

AADCN8876B

NEPTUNE INFRACON PRIVATE LIMITED

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INCOME TAX DEPARTMENT

भारत सरकार GOVT: OF INDIA

PRIMACY CONSTRUCTIONS PRIVATE

29/04/2008

Permanent Account Number

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Primacy Constructions Pyt. Ltd.

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भारत सरकार GOVT OF INDIA

NUMEROUS CONSTRUCTIONS PRIVATE

03/02/2012

Permanent Account Number

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उनेश चन्द्र मोर्च Umesh Chandra Maurya जन्म निधि/ DOB: 16/07/1982 पुरुष /MALE



3789 6104 5424 मेरा आधार, मेरी पहचान

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श्री (चारायण Shift Narayan) जन्म (तिसि/IDOB): (610/611/1976) पुरुष/IMala

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आधार - आम आदमी का अधिकार

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भारतीय विशिष्ट महचान प्राधिकरण

Unique Identification Authority of India

पता:

संबोधितः हीरालाल, रातोली, जैतीखेड़ा, जैतीखेड़ा, लखनऊ, उत्तर प्रदेश,

227305

Address:

S/O: Hiralal, ratoli, Jaitikhera, Jaitikhera, Lucknow, Uttar

Pradesh, 227305

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अवतार सिंह Awtar Singh

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Address S/O Jagdish Singh, 169, Khalola, Near A. F. Station, Khatola, Lucknow, Jailikhera, Utlar Pradesh, 227305

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भारत निर्याचन आयोग पहचान पत्र

ELECTION COMMISSION OF INDIA IDENTIFY CARD



निर्याचक का नाम रणवीर सिंह यादव

Elector's Name Ranaveer Singh Yaday

पिता का नाम Father's Name

वाबू लाल

तिंग Sex

Babu Lal पुरुष Male

जन्म की तारीख Date Of Birth

XX/XX/1973

9936426337

UP/21/105/0522103

पता :39, नृरनगर भदरसा ,

तहसील - लखनऊ

जिला -लखनऊ (उ.प्र.)-226002

Address : 39, Noomagar Bhadarasa .

Disti Luckhow (UP)-226002

Date :25-04-2009 170-सरोजनी नगर निर्वादन क्षेत्र के निर्वाचक रजिस्ट्रीकरण

आंधकारी के हस्ताक्षर की Facsimile Signature of Electoral

Registration Officer for 170- Sarojani Nagar

पता बदलने पर, नये पते पर अपना नाम निर्वाधक नामावली में दर्ज करवाने तथा उस पते पर इसी नन्दर का कार्ड पाने के लिए सन्विधत कार्ग में यह कार्ड नजर अवस्य लिखें 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



AND

- (i) Shivaye Constructions Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its office at Second Floor, Eldeco Corporate Chamber -I, Vibhuti Khand, Gomti Nagar, Lucknow through its through its Authorized signatory Umesh Chandra Maurya son of Ram Newal Maurya.
- (ii) Neptune Infracon Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its office at Second Floor, Eldeco Corporate Chamber -I, Vibhuti Khand, Gomti Nagar, Lucknow through its through its Authorized signatory Umesh Chandra Maurya son of Ram Newal Maurya.
- (iii) Primacy Constructions Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its office at Second Floor, Eldeco Corporate Chamber -I, Vibhuti Khand, Gomti Nagar, Lucknow through its through its Authorized signatory Umesh Chandra Maurya son of Ram Newal Maurya.
- (iv) Numerous Constructions Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its office at Second Floor, Eldeco Corporate Chamber -I, Vibhuti Khand, Gomti Nagar, Lucknow through its through its Authorized signatory Umesh Chandra Maurya son of Ram Newal Maurya.
- (v) Sri Narayan S/o Shri Hiralal R/o Ratoli, Jaiti Khera, Pargana -Bijnore, Tahsil - Sarojni Nagar, Lucknow.

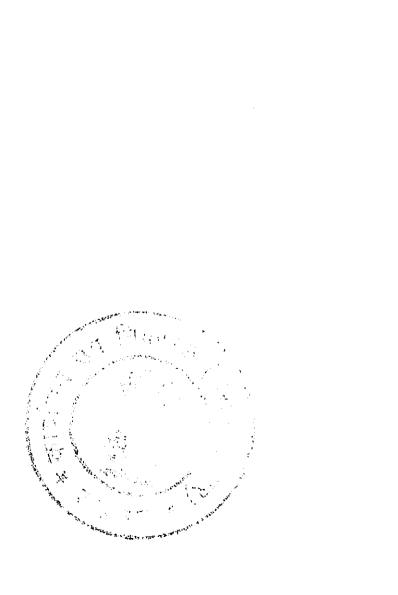
(vi) Awsan son of Shri Shivnath resident of village - Sohava, Mazara -Jaiti Khera, Pargana - Bijnore, Tahsil - Sarojni Nagar, Lucknow.

Eldeco Housing Ana Industries Limited Shivave Constructions Private Limited

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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-ininterest, 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. The Consortium Members are the owners and in possession of various parcel of land and are in process of acquiring further parcels of land for development (herein "Said Land") falling at village Jaiti Khera, Pargana - Bijnore, Tehsil - Sarojni Nagar, Lucknow U.P.
- B. 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.
- C. The Consortium Members except Sri Narayan s/o Hiralal R/o Ratoli, Jaiti Khera, Pargana - Bijnore, Tahsil - Sarojni Nagar, Lucknow and Awsan son of Shri Shivnath resident of village -Sohava, Mazara - Jaiti Khera, Pargana - Bijnore, Tahsil -Sarojni Nagar, Lucknow are the wholly owned subsidiary company of the Lead Member.

D. The Parties have agreed to join hands in the form of a consortium to provide the financial, technical, managerial and ใช้ลอย mousing Ang mansings cinings

Shivave Constructions Private Limited

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Primacy Constructions Pyt. Ltd.



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**.

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 land assembly, preparation of detailed project report, 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 Eldeco Housing And Industries Limited Shippye Constructions Private Limited

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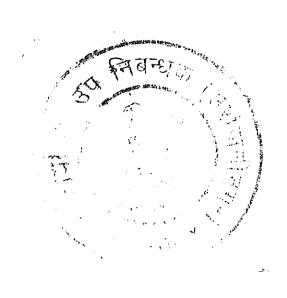
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sanctions of layout plans, revised layout plans, other plans etc required for development of the Said Project as well as building plans/revised building plans for construction.

- 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 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.

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

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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 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

Eldeco Housing And Industries Limited

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भागीदारी विलेख

प्रतिफल- ० स्टाम्प शुल्क- १००० बाजारी मूल्य - ० पंजीकरण शुल्क - १०० प्रतिलिपिकरण शुल्क - ६० योग : १६०

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व्यवसाय: व्यापार

निवासी: द्वितीय तल, एल्डिको कॉरपोरेट चैम्बर-1, विभूति खण्ड, गोमती नगर,

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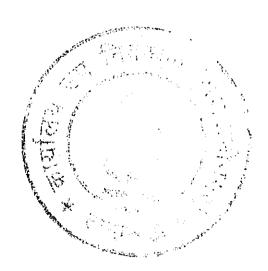




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राजेश यादव . कनिष्ठ सहायक (निबंधन) - नियमित



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.
- 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 other outside agency except the Development Authority & Government of Uttar Pradesh.
- 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.

Eldeco Housing And Industries Limited Shivaye Constructions Private Limited

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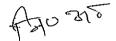
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निवासी: ग्राम–सोहावा, मजरा–जैती खेड़ा, परगना बिजनौर, तहसील–सरोजनी नगर, लखनऊ

व्यवसाय: कृषि







ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता : 1

श्री अवतार सिंह, पुत्र श्री जगदीश सिंह

निवासी: 169, खटोला, निकट ए एफ स्टेशन के पास, खटोला, जैतीखेड़ा,लखनऊ

व्यवसाय: व्यापार

पहचानकर्ता: 2





श्री रणवीर सिंह यादव, पुत्र श्री बाबू लाल

निवासी: 39, नूरनगर, भदरसा, तहसील व जिला— लखनऊ

व्यवसाय: व्यापार

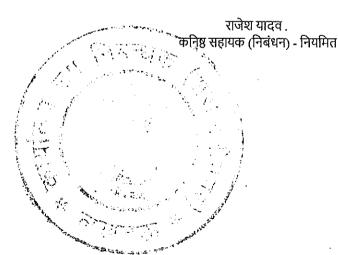


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ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।

टिप्पणीं :

निर्मल सिंह . उप निबंधक : सरोजनीनगर लखनऊ



- 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**

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

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Primacy Constructions Pvt. Ltd.

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निवासी: द्वितीय तल, एल्डिको कॉरपोरेट चैम्बर-1. विभृति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

भागीदार: 2





श्री शिवाय कांस्ट्क्शन प्रा॰लि॰ के द्वारा उमेश चन्द्र मौर्य, पुत्र श्री राम नेवल मौर्या

निवासी: द्वितीय तल, एल्डिको कॉरपोरेट चैम्बर-1, विभृति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

भागीदार: 3





श्री नेप्चयून इन्फ्राकॉन प्रा०लि० के द्वारा उमेश चन्द्र मौर्य, पत्र श्री राम नेवल मौर्या

निवासी: द्वितीय तल, एल्डिको कॉरपोरेट चैम्बर-1, विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

भागीदार: 4





श्री प्राइमेसी कांस्ट्रक्शन्स प्रा०लि० के द्वारा उमेश चन्द्र मौर्य, पुत्र श्री राम नेवल मौर्या

निवासी: द्वितीय तल, एल्डिको कॉरपोरेट चैम्बर-1, विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

भागीदार: 5 📁





श्री न्यूमरस कांस्ट्रक्शनस प्रा॰लि॰ के द्वारा उमेशं चन्द्र मौर्य, पत्र श्री राम नेवल मौर्या

निवासी: द्वितीय तल, एल्डिको कॉरपोरेट चैम्बर-1 विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार 🕝

भागीदारं: 6 ः





श्री श्री नारायणं, पुत्र श्री हीरालाल 🔾

निवासी: रातोली, जैतीखेडा, बिजनौर, तहसील-सरोजनी

नगर, लखनऊ

व्यवसाय: कृषि

भागीदार: 7





IN WITNESS WHEREOF the Lead Member and Consortium Members have executed this Consortium Agreement on this 24th day of July 2018 at Lucknow.

WITNESSES:

1.





Awtar Singh s/o-Jagdish Singh R/o-169,Khatola,Near Air Force Station Jaitikhera,Lucknow.

2. Befand

Ranaveer Singh Yadav son of Babu Lal R/o-39, Noor Nagar Bhadarasa, Lucknow.

Typed By:-

(Ram Sanehi)

Eldeco Housing And Industries Limited

Authorised Signstory

Lead Member

Shi 1/s Constructions Private Limited

受数の確認を対する。 HEPTUNE INFRACON PRIVATE LIMITED

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Printage Constructions Pvt. Ltd.

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Musan T.

Consortium Members

Drafted By:-

(Harit Shukla)
Advocate
Civil Court, Lucknow

बही संख्या 4 जिल्द संख्या 2 के पृष्ठ 21 से 38 तक क्रमांक 29 पर दिनाँक 26/07/2018 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरूण अधिकारी-के हस्ताक्षर

निर्मल सिंह . उपं निबंधक : सरोजनीनगर लखनऊ 26/07/2018

