

90000000

10/1/2023



उत्तर प्रदेश UTTAR PRADESH



-1-

CONSORTIUM AGREEMENT

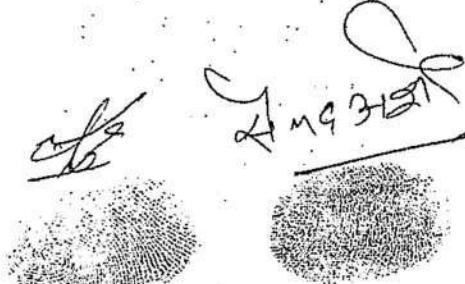
This Consortium agreement executed on this 16th day of January 2023.

BETWEEN

M/s Paarth Infrabuild Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 311-315, 3rd Floor, Naurang House, 21, K.G. Marg, New Delhi - 110001 through its authorized representative Mr. Vishnu Kumar son of Sri Brij Kishore authorized vide board resolution dated 20.01.2023 (hereinafter referred to as "the Lead Developer/ First Party/Paarth" which expression shall unless repugnant to the context include its successors-in-interest, wholly owned subsidiaries and the permitted assignees)

For Paarth Infrabuild Pvt. Ltd.

Authorized Signatory



भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर तृतीय लखनऊ क्रम 2023229000948

आवेदन संख्या : 202300821002747

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-01-16 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम बसीम अहमद खान

लेख का प्रकार भागीदारी विलेख

प्रतिफल की धनराशि 0 / 0.00

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण या तलाश शुल्क

4. सुझाव के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 160

शुल्क वसूल करने का दिनांक 2023-01-16 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-01-16 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PAARTH INFRABUILD PRIVATE LIMITED IN ITS BOARD MEETING HELD ON MONDAY, 2ND JANUARY, 2023 AT 10:30 AM AT THE REGISTERED OFFICE OF THE COMPANY AT FLAT NO: 311 TO 315, 3RD FLOOR, NAURANG HOUSE, 21 K.G. MARG, NEW DELHI -110001.

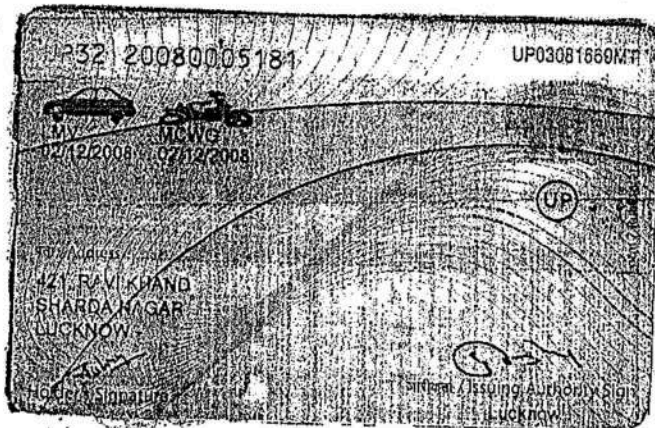
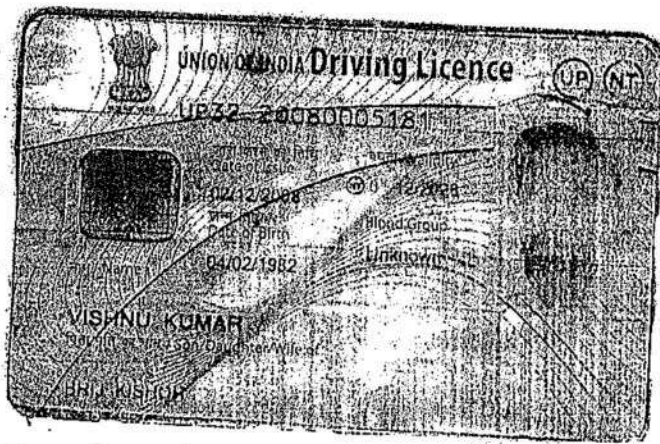
Authorization to Mr. Vishnu Kumar to sign on behalf of the Company registration papers / documents for registration and execution of Consortium Agreement to be entered for "NU Tower-1" between Paarth Infrabuild Private Limited and Scholar Infradevelopers Private Limited.

"RESOLVED THAT the consent of the Board of Directors be and is hereby given for registration and execution of the Consortium Agreement for NU Tower-1, as per final agreement tabled before the meeting and initialed by the Chairman for the purposes of identification, to be entered between Paarth Infrabuild Private Limited and Scholar Infradevelopers Private Limited and other parties to the agreement.

"RESOLVED FURTHER THAT Mr. Vishnu Kumar, Manager-Administration, s/o Mr. Brij Kishor, R/o Ravi Khand, Sharda Nagar, Lucknow, UP- 226002 of the Company be and is hereby authorized to sign the said agreement for registration and execution purpose on behalf of the Company."

For and on behalf of Paarth Infrabuild Private Limited


Himanshu Arwal
Company Secretary (ACS-48946)



Vishnu
8052322224

भारत सरकार
GOVERNMENT OF INDIA

वसिम अहमद खान
Wasim Ahmad Khan
जन तिथि/DOB: 15/01/1970
पुरुष/ MALE
Mobile No: 9648113004
2651 1796 1508
VID : 9117 6541 2847 0906



मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
00 शमिम अहमद, सुथे कला, जौनपुर,
उत्तर प्रदेश - 223105

Address :
C/O Shamim Ahmad, Suitha Kala,
Suetha Kalan, Jaunpur,
Uttar Pradesh - 223105

2651 1796 1508
VID : 9117 6541 2847 0906

1547   P.O. Box No. 1547
Bengaluru-560 167



आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT. OF INDIA

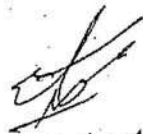
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
BFJPK8164C

नाम/Name
WASIM AHMAD KHAN*

पिता का नाम/Father's Name
SHAMIM AHAMAD

जन तिथि/Date of Birth
15/01/1970


(Taxpayer's Signature)


9648113004

भारत सरकार
Government of India

संयद अरशद
Syed Arshad
जन्म तिथि / DOB: 18/01/1971
पुरुष / Male

2021 3168 9357

आधार - आम आदमी का अधिकार



संयद अरशद
9451475400

आधार
Aadhaar
भारत सरकार
Government of India

पता:
आत्मज: एस. एम अब्दुल्लाह, एस.
बी.आई बैंक के पास, वॉर्ड नं 11,
फरेन्दा, आनंदनगर, महाराजगंज,
फरेन्दा, उत्तर प्रदेश, 273155

Address:
S/O: S. M Abdullah, near s.b. i.
bank, ward no.11, Pharenda,
Anandnagar, Maharajganj,
Pharenda, Uttar Pradesh. 273155

2021 3168 9357

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in



भारत सरकार
GOVERNMENT OF INDIA



बेंकट रमन सिंह
Benkat Raman Singh
जन्म तिथि/ DOB: 03/06/1977
पुरुष. / MALE



4725 6085 4112

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

आत्मज: राम शंकर सिंह,
660/7/84, कुर्सी रोड,
गुडम्बा थाना के पास, फूल
बाग कालोनी, लखनऊ,
लखनऊ,
उत्तर प्रदेश - 226021

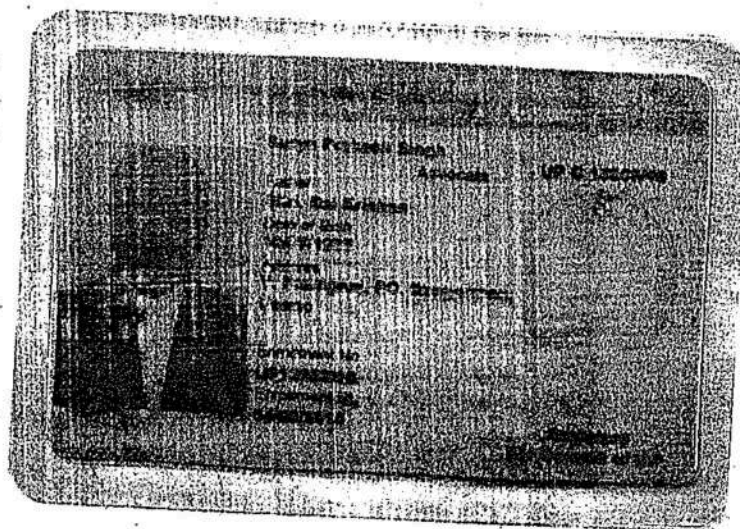
Address:

S/O: Ram Shankar Singh,
660/7/84, kursi road, near
guramba thana, phool bagh
colony, Lucknow, Lucknow,
Uttar Pradesh - 226021

4725 6085 4112

MEERA AADHAAR, MERI PEHACHAN

[Handwritten signature]



[Handwritten signature]

912540/320

AND

M/s Scholar Infradeveloper Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at Plot No. 361, Khasra No. 638, Insaf Nagar, Sector-10, Indira Nagar, Ismailganj, Lucknow-226016 through its directors Mr. Wasim Ahmad Khan son of Sri Shamim Ahmad and Syed Arshad Ali son of Syed Mohammad Abdullah (hereinafter referred to as "**the Co-Developer/Second Party**") which expression shall unless repugnant to the context include its successors-in-interest, wholly owned subsidiaries and the permitted assignees)

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

WHEREAS the both the parties entered and executed this **Consortium Agreement** for forming a Consortium of companies for the purposes of a real estate project at Paarth NU and Club/Commercial, situated at Village-Ahmamau, Gomti Nagar Extension, Lucknow (Hereinafter referred to as "Project") as per sanction of building Plan/Map of the project.

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

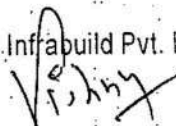
1. Lead Member:

- 1.1 Lead Member and Consortium member mutually decided to complete the project jointly. However, consortium member/second party authorized to work, take decisions, handle financial inflow and outflow or otherwise as a sole entity, in the interest of all the members.

2. Aim and Scope of Consortium Agreement:

- 2.1 The sole aim of this **Consortium Agreement** is for the development of a real estate project at Paarth NU, Tower-1 and Club/Commercial, situated at Village-Ahmamau, Gomti Nagar Extension, Lucknow.
- 2.2 The Consortium member/second party shall solely be liable for development/completion of project and shall have irrevocable

For Paarth Infrabuild Pvt. Ltd.


Authorised Signatory




JUNE 31 21

right to design, develop, construct, operate and maintain the Project. Compliance of RERA shall be the exclusive responsibility of Lead Member.

- 2.3 The Lead Member and consortium member shall jointly or severally be authorized to sell, negotiate and transfer the developed properties of its share in the project and complete the formalities of registration of conveyance deed.

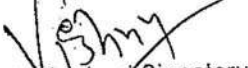
3. Project Management Structure and Rules of the Members:

The Consortium shall act as a Private Developer as per the definition of Lucknow Development Authority. Construction shall be completed by Consortium members with its sole liability and responsibility. Time period for the completion of project shall be 33 months from execution of this agreement.

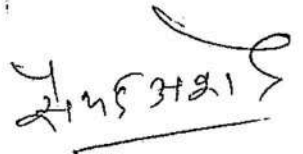
4. Funding and Basis of Sharing the Expenditure and Remuneration:

- 4.1 All cost relating to the Project shall be borne by the Consortium member/Second Party.
- 4.2 Any Project, shall be shared by the Lead member Paarth and Consortium Members in ratio of 48:52. Lead Member shall have right over 48% of sellable area of project and Consortium member shall have right over 52% of sellable area of project.
- 4.3 It has been further agreed between the Paarth and the Second Party that in addition to the above, the Second Party shall deposit a total sum of Rs. 4,00,00,000/- (Rupees Four Crores only) as refundable/adjustable security vide following details by the Developer to Second Party / TCDPL at the time of execution of this Agreement.
- i. Rs. 50,00,000/- vide Ch. No. 000206 dated 29.09.2022 HDFC Bank.
 - ii. Rs. 50,00,000/- vide Ch. No. 000208 dated 29.09.2022 HDFC Bank.
 - iii. Rs. 50,00,000/- vide Ch. No. 000208 dated 29.09.2022 HDFC Bank.
 - iv. Rs. 25,00,000/- vide Ch. No. 059992 dated 29.09.2022 AXIS Bank.

For Paarth Infrabuild Pvt. Ltd.


Authorised Signatory



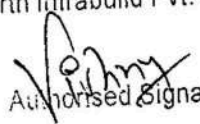

21.09.2022


- v. Rs. 25,00,000/- vide Ch. No. 059991 dated 29.09.2022 AXIS Bank.
- vi. Rs. 6,00,000/- vide Ch. No. 722831 dated 29.09.2022 YES Bank.
- vii. Rs. 19,00,000/- vide Ch. No. 000214 dated 13.12.2022 HDFC Bank.
- viii. Rs. 25,00,000/- vide Ch. No. 076159 dated 16.04.2023 AXIS Bank.
- ix. Rs. 25,00,000/- vide Ch. No. 076160 dated 16.04.2023 AXIS Bank.
- x. Rs. 25,00,000/- vide Ch. No. 722834 dated 16.04.2023 YES Bank.
- xi. Rs. 25,00,000/- vide Ch. No. 722835 dated 16.04.2023 YES Bank.
- xii. Rs. 75,00,000/- adjustment of Yazdan Group.

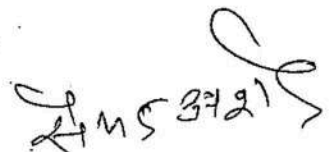
5. GENERAL TERMS AND CONDITIONS:

- 5.1 GOVERNING LAW:** This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.
- 5.2 FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God, and Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.
- 5.3 SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.
- 5.4 WAIVER:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent

For Paarth Infrabuild Pvt. Ltd.


Authorized Signatory




21/05/2023

आवेदन सं०: 202300821002747

भागीदारी विलेख

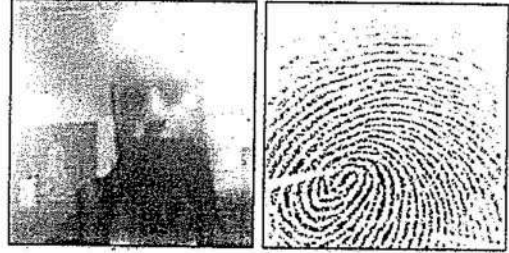
वही सं०: 4

रजिस्ट्रेशन सं०: 19

वर्ष: 2023

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

श्री स्कालर इन्फ्रा डेवलपर प्राइवेट लिमिटेड द्वारा
वसीम अहमद खान अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री शमीम अहमद खान
व्यवसाय : व्यापार
निवासी: सेक्टर- 10, इंदिरा नगर इस्माइलगंज लखनऊ



श्री, स्कालर इन्फ्रा डेवलपर प्राइवेट
लिमिटेड द्वारा

वसीम अहमद खान
अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में
दिनांक 16/01/2023 एवं 02:53:55
PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कामरान राय
उप निबंधक : सदर तृतीय
लखनऊ
16/01/2023

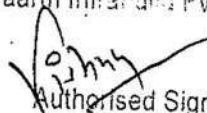
बबिता सिंह
निबंधक लिपिक
16/01/2023

प्रिंट करें

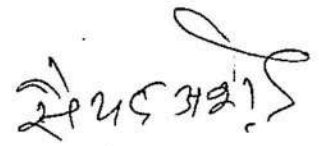
enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.

- 5.5 **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises, Terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Consortium Agreement. The terms and conditions mentioned in agreement dated 13.01.2023 earlier executed between the parties shall be read with this agreement and terms and conditions mentioned therein shall also be binding on the parties. Any supplementary agreement, MOU or any other document executed between lead member and consortium member, shall be treated as part and parcel of this registered consortium agreement.
- 5.6 **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the Government of Uttar Pradesh.
- 5.7 **NOTICES:** Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.
- 5.8 **MODIFICATION AMENDMENT:** The terms and conditions of this Consortium Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

For Paarth Infra and Pvt. Ltd.


Authorized Signatory





आवेदन सं०: 202300821002747

बही सं०: 4

रजिस्ट्रेशन सं०: 19

वर्ष: 2023

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

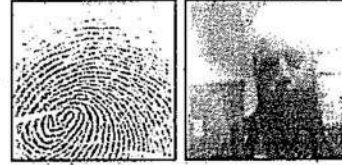
भागीदार: 1

श्री स्कालर इन्फ्रा डेवलपर प्राइवेट लिमिटेड
के द्वारा वसीम अहमद खान, पुत्र श्री शमीम
अहमद खान

निवासी: सेक्टर- 10, इंदिरा नगर इस्माइलगंज
लखनऊ

व्यवसाय: व्यापार

भागीदार: 2



श्री स्कालर इन्फ्रा डेवलपर प्राइवेट लिमिटेड
के द्वारा सैय्यद अरशद, पुत्र श्री सैय्यद
मोहम्मद अब्दुल्ला

निवासी: सेक्टर-10, इंदिरा नगर इस्माइलगंज
लखनऊ

व्यवसाय: व्यापार

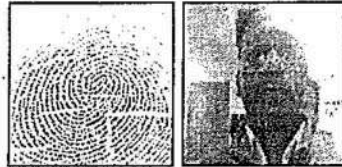
भागीदार: 3



श्री पार्थ इन्फ्राबिल्ड प्राइवेट लिमिटेड के द्वारा
विष्णु कुमार, पुत्र श्री बृज किशोर

निवासी: तीसरा तल नौरंग हाउस के जी मार्ग,
नई दिल्ली

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री बेंकट रमन सिंह, अधिवक्ता

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत



5.9 MISCELLANEOUS/ LIABILITY:

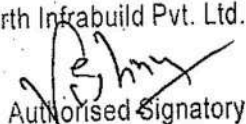
- a. No party shall be liable for any financial compensation arising out of the termination of this Consortium Agreement, to other members of this Consortium Agreement.
- b. That all the material facts and the truthful history regarding the title has been disclosed by the consortium Members to the Lead Member and in case of any deficiency or loss of land on any account including cropping up of fresh material facts, which is noticed, observes and comes to the knowledge of the second party after the execution of this Agreement, then the First Party shall be responsible to rectify the defect and in case of any loss or damages due to title defect, the first party undertakes to indemnify the losses and damages of second party vice versa the second party undertakes to indemnify all losses and damages of Lead Member due to delay in construction of the project within the time prescribed in this agreement.
- c. That after the execution of this agreement or on mutually decided time between parties, the lead member shall have right to enter in to the said project land for development of the said project.


5.10 VALIDITY:

(i) **TERMINATION OF CONSORTIUM AGREEMENT:** This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- Rejection of our proposal by the Government of Uttar Pradesh or any other authority.
 - Rejection of proposal of conversion of leasehold land to freehold land by the Concerned Department/Authority.
 - Upon Completion of the Project.
- (ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project.

For Paarth Infrabuild Pvt. Ltd.


Authorised Signatory

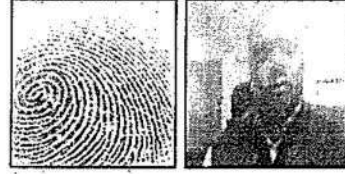
 21/05/21

पहचानकर्ता : 2

श्री सूर्य प्रकाश सिंह, अधिवक्ता

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कामना राय

उप निबंधक: सदर तृतीय

लखनऊ

16/01/2023

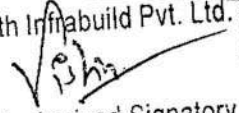

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:

निबंधक लिपिक लखनऊ

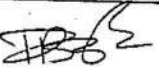
16/01/2023

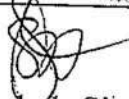
प्रिंट करें

IN WITNESS WHEREOF the lead member and members have executed this **Consortium Agreement** on this 16th day of January 2023 at Lucknow and have caused this **Consortium Agreement** to be signed with their thumb impression in the manner set out below.

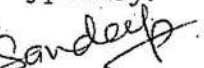
Lead Member
For Paarth Infra Build Pvt. Ltd.  Authorised Signatory
Consortium Members
 4/15/23

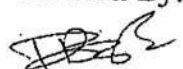
WITNESSES:

1. 
(B. R. Singh)
Advocate
Civil Court, Lucknow
Mob-9335266005

2. 
(Surya Praksh Singh)
Advocate
Civil Court, Lucknow
Mob-9125401320



Typed By:-

(Sandeep Shukla)
Civil Court, Lucknow

Drafted By:-

(Benkat Raman Singh)
Advocate

आवेदन सं०: 202300821002747

बही संख्या 4 जिल्द संख्या 679 के पृष्ठ 205 से 218
तक क्रमांक 19 पर दिनांक 16/01/2023 को रजिस्ट्रीकृत
किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



कामरान राय

उपनिबंधक, सदर तृतीय

लखनऊ

16/01/2023

प्रिंट करें