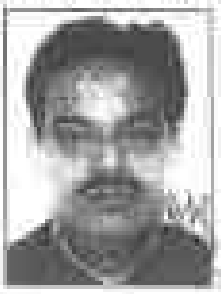
2

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हज़ार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

उत्तर प्रदेश UTTAR PRADESH

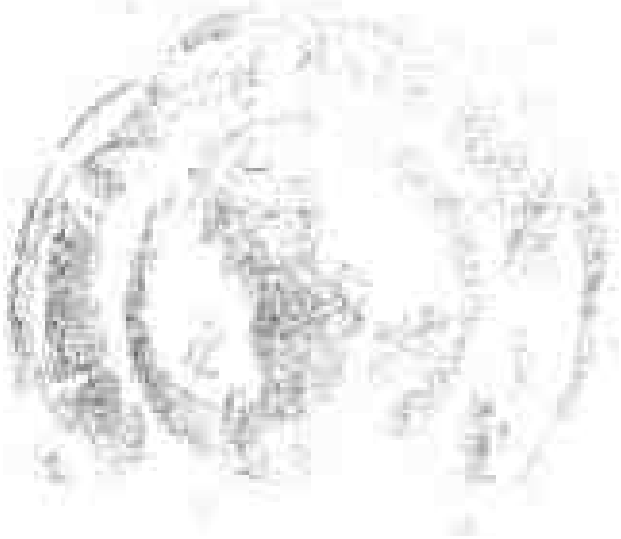


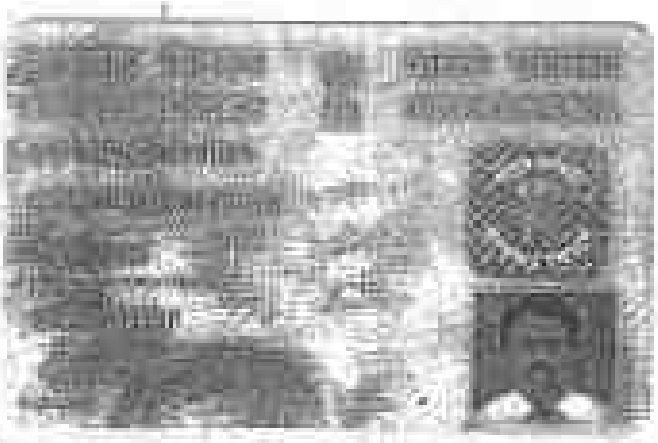
CONSORTIUM AGREEMENT

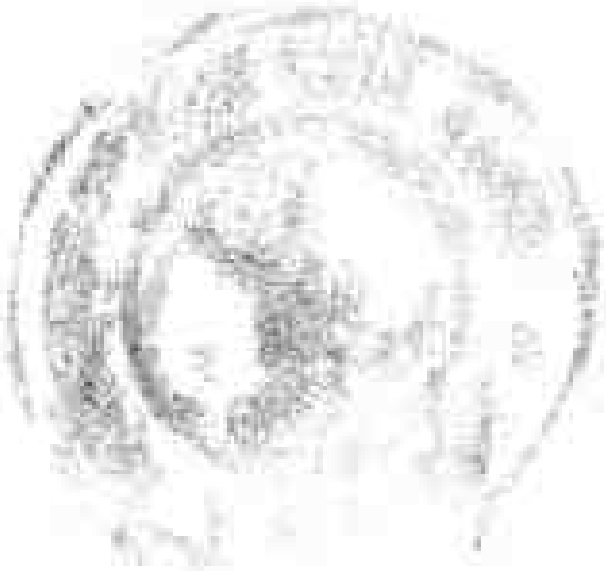
This Consortium Agreement is made and entered on this 19th day of November 2016.

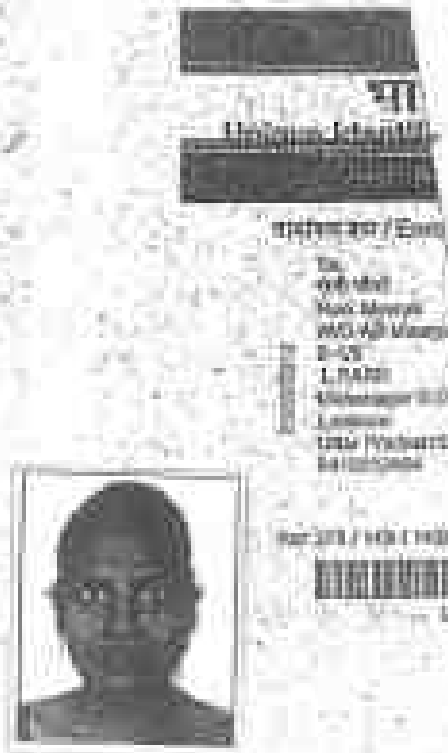

Driving Licence
DUPLICATE


UP32 TR6D007689









आपका आधार क्रमांक / Your Aadhaar No.

5264 4765 8267

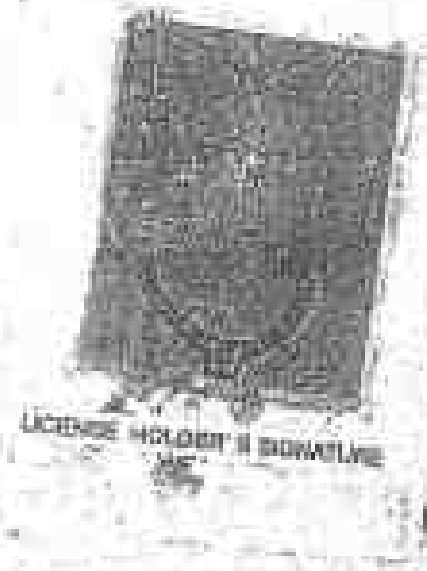
आधार — आम आदमी का अधिकार

5264 4765 8267

आधार — आम आदमी का अधिकार

Rama Mauryo

9415012469

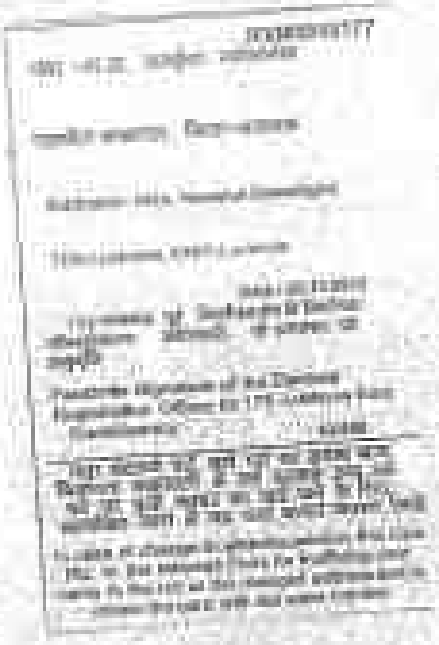


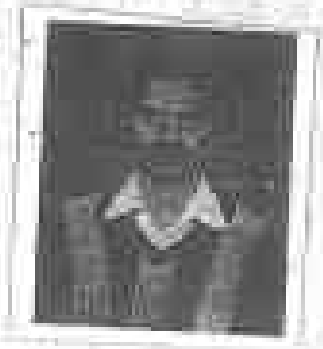
LICENSE HOLDER'S SIGNATURE

INDIA DRIVING LICENCE
UTTAR PRADESH

Rm
98268 95424

PW-3





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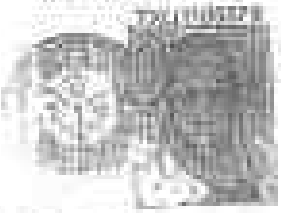
मनि खेड़ा कुमार

9335640543

भारत निर्वाचन आयोग

ELECTION COMMISSION OF INDIA

IDENTITY CARD



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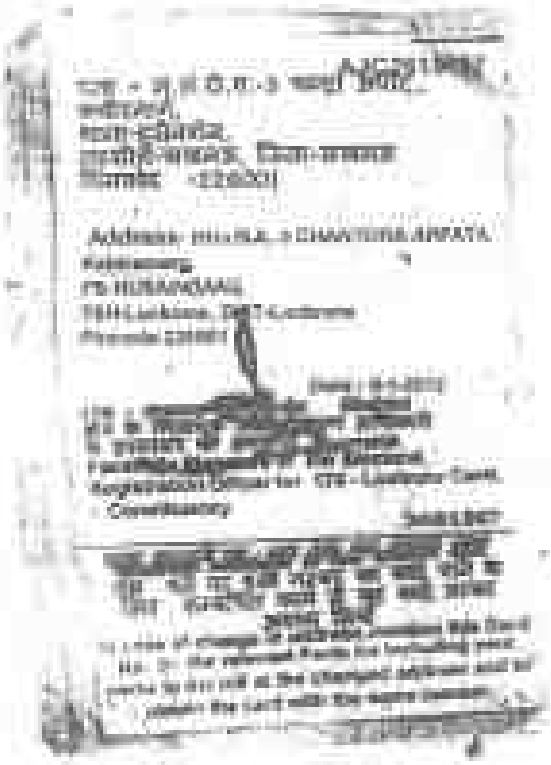
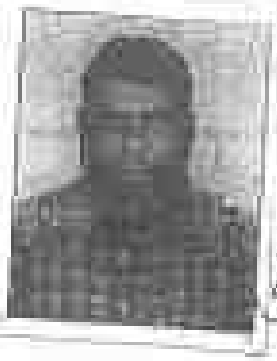
DUPLICATE
ELECTION COMMISSION OF INDIA
IDENTITY CARD
Father's Name
SHYAMYA LAL PANDEY

9415156384


Address
PS HUSAINGANJ

9405753292


Aadhaar-Aam Admi ka Adhikar



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 successors, successors, wholly owned subsidiaries and the permitted assignees; **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

Partner

Rani Maurya

Partner

For AJIT BRICK FIELD

Ajit Kumar

Proprietor/Authorised Signatory

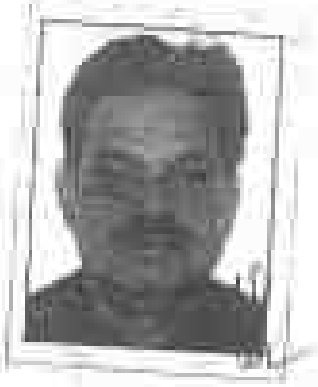
Rani Maurya

Ajit Kumar

ORO Constructions Pvt. Ltd.

Director

अवधेश कुमार



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 Rudhey resident of Village-Haukhari, Post-Haniyur, District Ambedkar Nagar, U.P. present address House No. 213, Narainy Ganeshganj, Lucknow; AND

7. Anandhauh son of Parsan resident of Village-Kipasi, Post-Sadat Ramnalpur, District Lucknow, U.P.; AND

For AJIT CONSTRUCTIONS
Partner

Partner

FOR AJIT BRICK FIELD
Proprietor/Auth. Signatory

ओम प्रकाश कुमार

GRD Constructions Pvt. Ltd.

8. **Jitendra son of Radhey resident of Village-Kutiya, Post-Baniyar, Distt-Ambedkar Nagar, U.P. present address House No. 213, Navalya Ganeshganj, Lucknow; AND**

9. **Pachoo son of Gudul resident of Village-Futahpur Khamrahi, Balaki 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. Third Lucknow on 10.09.2015 at Book 4 Jild 439 pages 113 to 123 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 OHO Constructions Pvt. Ltd. a company incorporated under the Companies Act, 1956 having its registered address-200, Ebbes 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
Partner
Partner

For AJIT BRICK FIELD
Proprietor/Partner

OHO Constructions Pvt. Ltd.
Director

and executed a consortium agreement dated 09.08.2016 for development of project in Village-Mariaun, Distt-Lucknow which is registered in the office of S.R. first at Book no. 4 Vol 369 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, authorise 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 authorised 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-Mariaun, Distt-Lucknow, which is bounded as: East-18 Mt. Road Thereafter Ajit Brick Field, West-Village Abadi

For AJIT CONSTRUCTIONS

Partner

For AJIT BRICK FIELD

Proprietor/Kuli, Director

ORO Constructions Pvt. Ltd.

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. 8.434 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-Madiaon, Tinai-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

For AJIT BRICK FIELD

Partner

Partner

DVD Constructions Pvt. Ltd.

Director

correspond its been 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 considerations (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

Partner

For AJIT BRICK FIELD

Proprietor, Sunny

Ajit Kumar

Ravi Mauryo

Ajit Kumar

Ravi Mauryo

अजीत कुमार

Ajit Constructions Pvt. Ltd.

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

Partner

For AJIT BUILD INFRA

Managing Director

Director

For GRD Constructions Pvt. Ltd.

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

Partner

For AJIT BRICK FIELD

Proprietor/Auth. Signatory

Ravi Mauryo

Ajit Kumar

Ravi Mauryo

Ajit Kumar

For DHO Constructions Pvt. Ltd.

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:

a. 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.
b. 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.
c. 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 AJIT CONSTRUCTIONS

Partner

Partner

For AJIT BRICK FIELD

Registered Signatory

DRD Communications Pvt. Ltd.

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. Transferee shall confer a good, perfect and marketable title thereto, free from any defect, to them.

For AJIT CONSTRUCTIONS

Partner

Partner

For AJIT BROOKFIELD

Proprietor/Authorised Signatory

अवधेश कुमार

RNO Constructions Pvt. Ltd.

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

For AJIT BRICK FIELD

Proprietor/Auth. Signatory

Ravi Maurya

Ajit Kumar

Ajit Constructions Pvt. Ltd.

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 AJIT CONSTRUCTIONS

Partner

Partner

For AJIT BROK FIELD

Partner/Auth. Signatory

GRD Constructions Pvt. Ltd.

Director

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 render 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 brouchers printed and advertise the project in the media and by other means at its costs. First Party

For AJIT CONSTRUCTIONS

Partner

Partner

For AJIT ROCK FIELD

Partner/Authorised Signatory

Ravi Mauryn

Ravi Mauryn

DDD Constructions Pvt. Ltd.

Director

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 authorised 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 operated 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 circumstances any of the party shall have the right to refuse/delay the

For AJIT BROJA FIELD

Partner

Partner

Partner

For AJIT BROJA FIELD

Partner/Authorised Signatory

Partner

For

Director

Director

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, unauthorised occupations, claims and litigations, whatsoever. The both the parties further agree and undertakes to keep the said plot from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorised 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 AJIT CONSTRUCTIONS

Partner

Partner

For AJIT BRICK FIELD

Director/Auth. Signatory

GRO Constructions Pvt. Ltd.

Director

portion. In case any piece of land is being purchased in the name of 1st by the 1st, 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 CONSTRUCTION

Partner

Partner

For AJIT BRICKFIELD

Proprietor/Auth. Signatory

Director

Director

Witnesses

1. Ravi Kumar

2. Ravi Kumar

2. Ravi Kumar

2. Ravi Kumar

Ajit Construction Pvt. Ltd.

Director

Pl. No.

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 financed 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 AMT CONSTRUCTION

Partner

Partner

For AJIT BRICK FIELD

Proprietor/Authorised Signatory

Director

DRC Constructions Pvt. Ltd.

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 That 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 CONSTRUCTION

Partner

Partner

For AJIT BROOK FIELD

Proprietor/Authorised Signatory

अजीत कुमार

Orb Constructions Pvt. Ltd.

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 Pack, Mahanagar Extension,
Lucknow
Email : ajitmaurya.ajit@gmail.com

SECOND PARTY :

Attn. : Mr. Dinesh Kumar
Address : 203, 3rd Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow-226010
Email :

For AJIT CONSTRUCTION

Partner

For AJIT BRICK FIELD

Proprietor/Sub Signatory

Witness

GRR 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 ajoint venture 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, observed and comes to the knowledge of the Second Party after the execution of the

For AJIT CONSTRUCTIONS

Partner

Partner

For AJIT BRICK FIELD

Proprietor/Authorised Signatory

SHD Constructions Pvt. Ltd.

Director

स्टाम्प शुल्क विवरण

20,000.00	140	20,140.00	56
बीस हजार	एकसौ चालीस	बीस	पूरे

गवाहों की संख्या

अनीश खण्डूड़ा द्वारा पहचान अनीश कुमार गौड़

पुत्र श्री : श्री गिरीश चन्द्र गौड़

व्यवसाय : व्यापार

निवासी : डी-1/5 एस.डी.ए. कॉलोनी, देहरादून

अवधारी यह

कि यह रजिस्ट्री का कार्यालय में दिनांक 18/11/2010 समय 11:00AM

को निष्पादन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मनीन्द्र कुमार गौड़

उप-निबन्धक सदर

देहरादून

18/11/2010

निष्पादन लेखपत्र पक्ष पहले व दूसरे के हस्ताक्षर

आदित

अनीश खण्डूड़ा द्वारा पहचान अनीश कुमार गौड़

पुत्र श्री : श्री गिरीश चन्द्र गौड़

पेशा : व्यापार

निवासी : डी-1/5 एस.डी.ए. कॉलोनी, देहरादून

अनीश खण्डूड़ा द्वारा पहचान रानी गौड़

पत्नी श्री : अनीश कुमार गौड़

पेशा : व्यापार

निवासी : डी-1/5 एस.डी.ए. कॉलोनी, देहरादून

श्री : अनीश द्वारा पहचान श्री अनीश कुमार गौड़

पुत्र श्री : श्री गिरीश चन्द्र गौड़

पेशा : व्यापार

निवासी : डी-1/5 एस.डी.ए. कॉलोनी, देहरादून

श्री : अनीश कुमार गौड़

पुत्र श्री : श्री गिरीश चन्द्र गौड़

पेशा : व्यापार

निवासी : डी-1/5 एस.डी.ए. कॉलोनी, देहरादून

रानी गौड़

पत्नी श्री : अनीश कुमार गौड़

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, repeats 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 acising 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 AJIT [illegible]

Partner

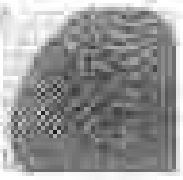
For AJIT BUILDCFIELD

Proprietor/Partner

OBO Constructions Pvt. Ltd.

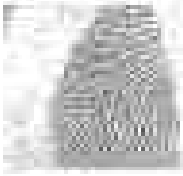
Director

पुष्पा देवी
पुत्री श्री अनील कुमार गोयल
पेशा गृहिणी
निवासी बी-125 एस एफ एस महावीर विहार जयपुर



श्रीमान
पत्नी श्री [illegible]
पेशा गृहिणी
निवासी ए.ए.- 219 नगर निगमिक जयपुर

श्री अनील
पुत्र श्री [illegible]
पेशा गृहिणी
निवासी [illegible] जयपुर



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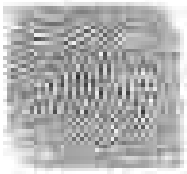
पुत्र श्री [illegible]
पेशा व्यापार
निवासी 219 नगर निगमिक जयपुर



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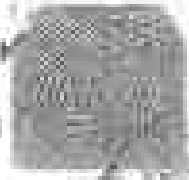
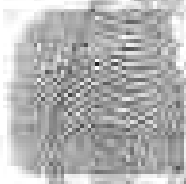
पुत्र श्री [illegible]
पेशा व्यापार
निवासी बी 125 एस एफ एस महावीर विहार जयपुर



श्री [illegible] कुमार
पुत्र श्री [illegible]
पेशा गृहिणी
निवासी 219 [illegible] जयपुर



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 GRD CONSTRUCTIONS

Partner

Partner

For AJIT BRICK FIELD

Proprietor/Auth. Signatory

GRD Constructions Pvt. Ltd.

Director

मैं निम्नतः घोषणा किया :

पिता/पति का नाम : [illegible]

[illegible]

पेशा : [illegible]

निवासी : [illegible]

[illegible]

पेशा : [illegible]

निवासी : [illegible]

[illegible]

(उपरोक्त तथ्य मेरी जानकारी में सिद्ध सत्य/ सिद्धपूर्ण सिद्ध करते हैं।)

विक्रेता के हस्ताक्षर

विक्रेताकरण अधिकारी के हस्ताक्षर

धर्मेन्द्र कुमार चौधरी
उप-निबन्धक तृतीय
लखनऊ
10/11/2016

(i) 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

(m) 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

Partner

For AJIT BRICK FIELD

Partner/Authorised Signatory

ORD Constructions Pvt. Ltd.

परामर्श

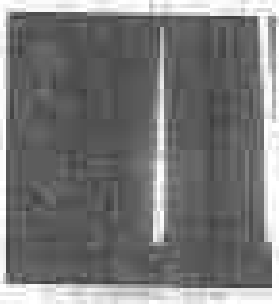
Registration No.: 815 Year: 2016 Book No.: 4

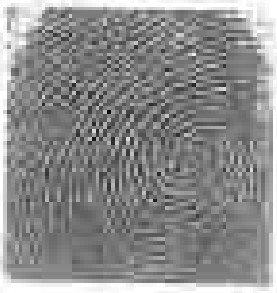
0101 अनिल कानूनगो द्वारा श्री अनिल कुमार गोयल

श्री अनिल कुमार गोयल

बी-1/5 एम सी० मेहरौली, दिल्ली सफदरजंग

सफदरजंग



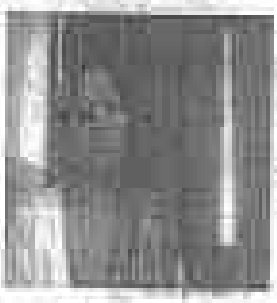


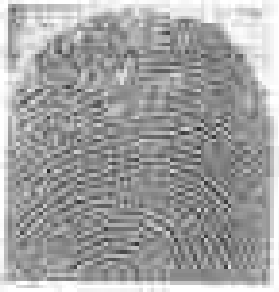
0102 अनिल कानूनगो द्वारा श्री अनिल कुमार गोयल

अनिल कुमार गोयल

बी-1/5 एम सी० मेहरौली, दिल्ली सफदरजंग

सफदरजंग



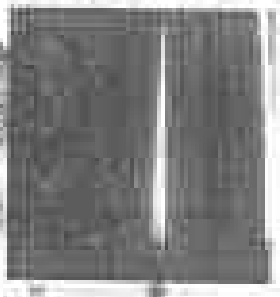


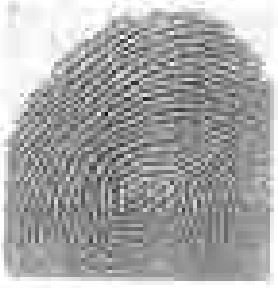
1103 अनिल [illegible] द्वारा डॉ. अनिल कुमार गोयल

डॉ. [illegible] गोयल

बी-1/5 एम सी० मेहरौली, दिल्ली सफदरजंग

सफदरजंग



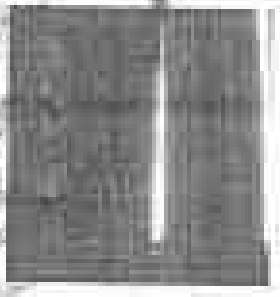


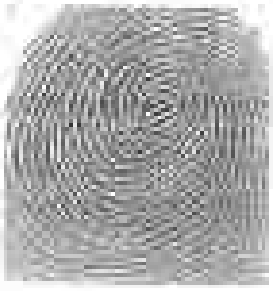
1104 अनिल कुमार गोयल

डॉ. [illegible] गोयल

बी-1/5 एम सी० मेहरौली, दिल्ली सफदरजंग

सफदरजंग



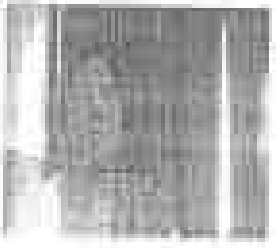


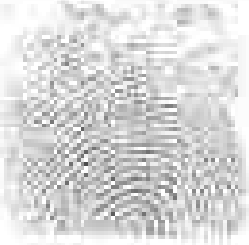
1105 [illegible] गोयल

अनिल कुमार गोयल

बी-1/5 एम सी० मेहरौली, दिल्ली सफदरजंग

सफदरजंग





writing.

15.2 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 BRICK FIELD

Partner

Partner

For ART BRICK FIELD

Proprietor/Authorised Signatory

Kesri Nandan

Kesri Nandan

GRD Constructions Pvt. Ltd.

Director

गवाहिरा

Registration No.: 815 Year: 2016 Book No.: 4

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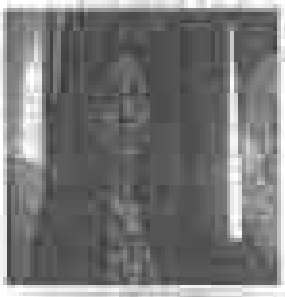

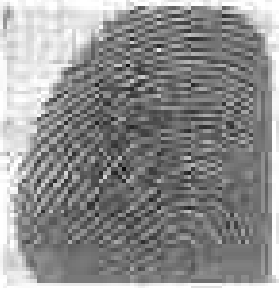

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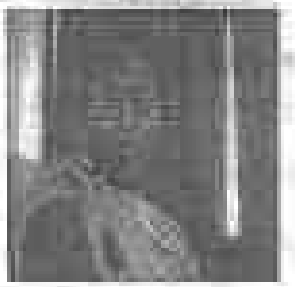

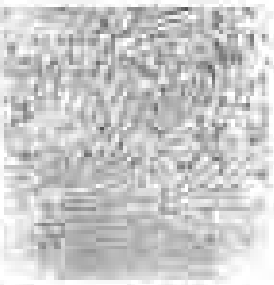

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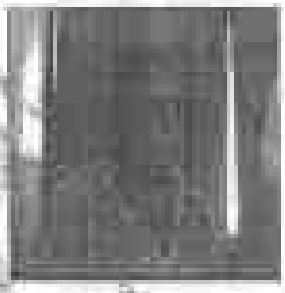

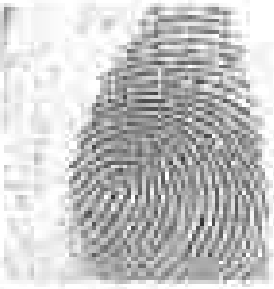

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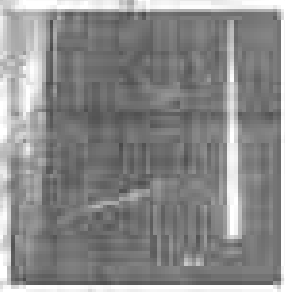

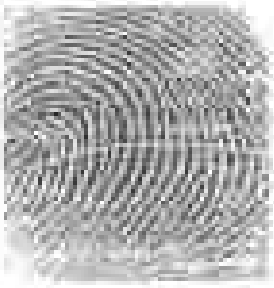

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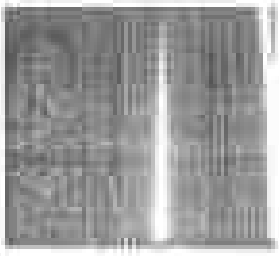

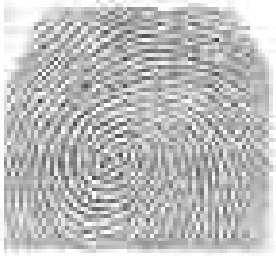

inspection and verification at all reasonable times in case of need and requirement of First Party. If required by any law or competent authority for disposition of title deeds before resident welfare association, the same shall be deposited to second party by first party.

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 resign 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 leviable 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

Ravi Mawya

Partner

For AJIT BRICK FIELD

Ajit Kumar

Proprietor/Auth. Signatory

Ravi Mawya

Ajit Kumar

Firm

GND Constructions Pvt. Ltd.

Director

Firm

पावतीपत्र

Registration No.: 415 Year: 2016 Book No.: 4

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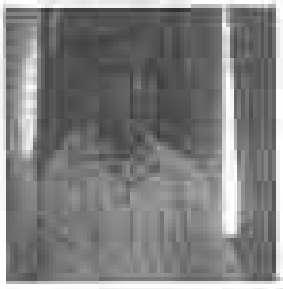

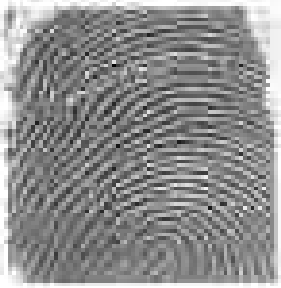

17.6 That the Second Party shall execute buyers Agreement in its name. In case, any civil, commerce complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers, the Second Party shall alone be liable and responsible for the same and under no circumstances, the 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 constructing 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 CONSTRUCTION

Partner

Partner

For AJIT BARGA FIELD

Proprietor/Auth. Signatory

QBO Constructions Pvt. Ltd.

Director

নিবন্ধন

Registration No.: 818 Year: 2018 Book No.: 4

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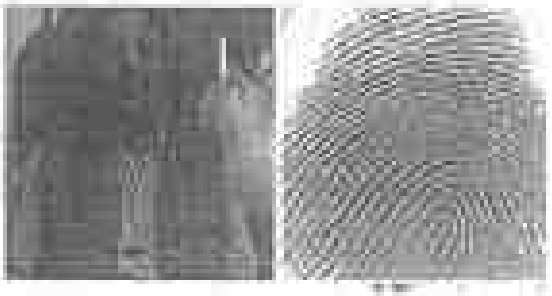

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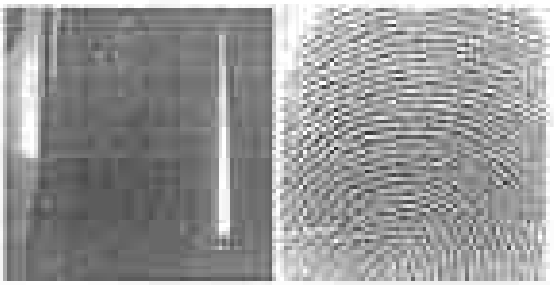


IN WITNESS WHEREOF, all the parties have signed this AGREEMENT on the date, month and year first above written in the presence of witnesses.

WITNESSES:

1) Mr. Sankar Basak
S/o Mr. Narayan Chandra
R/o 551, K, Sector Aand
Nagar, Alambagh, Lucknow

2) Mr. S. M. Siddique
S/o Mr. Q. M. Siddiqui
R/o 530 Kalika, Sitapur
Nagar, Lucknow

For AJIT CONSTRUCTIONS
Partner
(FIRST PARTY)

For AJIT BRICK FIELD
Proprietor/Auth. Signatory

(CONFIRMING MEMBERS)
GRD Constructions Pvt. Ltd.
Director
(THIRD PARTY)

Typed By:
(Deepak)
Civil Court, Lucknow

Drafted By:
(Bhaskar Raman Singh)
Advocate
Civil Court, Lucknow

आज दिनांक 19/11/2016 को

बही सं. 4 जिल्द सं. 491

पृष्ठ सं. 221 से 276 तक क्रमांक 815

लिपिबद्ध किया गया ।

लिपिकीकरण अधिकारी के हस्ताक्षर

धर्मेन्द्र कुमार चौधरी

उप-निबन्धक तृतीय

हस्तनगर

19/11/2016

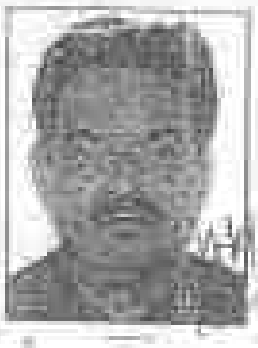
भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

उत्तर प्रदेश UTTAR PRADESH

AW 025585



CONSORTIUM AGREEMENT

This Consortium Agreement is made and executed at Lucknow on this 12th day of August 2015.

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-1/9, I. Park, Mohanagar Extension, Lucknow (hereinafter referred to as the Lead Member which expression unless repugnant to the context or meaning thereof, be deemed to include its partners, successors, wholly devoid of substance and the permitted assigns);

For AJIT [illegible]

Partner

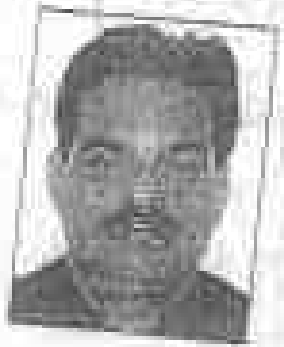
Partner

No. 1572 Date 9-8-16

Subject: [illegible]

[illegible]

					Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/8, L Park, Mahanagar Extension, Lucknow himself and as partner of Ajit Constructions, and as attorney holder of Sudha wife of Radhey, Awadhesh son of Purran, Jitendra son of Radhey, Pachoo son of Gulab Singh as prepa-	
					Smt. Rohi Maurya wife of Mr. Ajit Kumar Maurya resident of B-1/8, L Park, Mahanagar Extension, Lucknow herself and as partner of Ajit Constructions	
					Ms. Ekta Maurya daughter of Sri Ajit Kumar Maurya resident of B-1/8, L Park, Mahanagar Extension, Lucknow	
					B. N. Singh Advocate Civil Court, Lucknow	
					Surya Prakash Singh Advocate Civil Court, Lucknow	



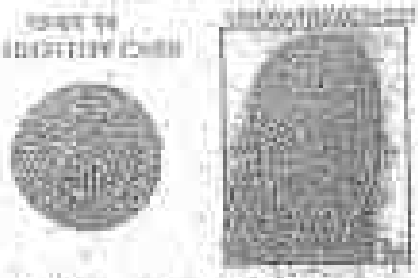

भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD
Ajay Maurya
Male

भारत निर्वाचन आयोग

ELECTION COMMISSION OF INDIA

पहचान पत्र

IDENTITY CARD



Father's Name : Ajay Mishra

Sex : F Sex : Female

Age as on 1.1.2009 : 19

Rama Mishra

RMS0224643

0061501246M

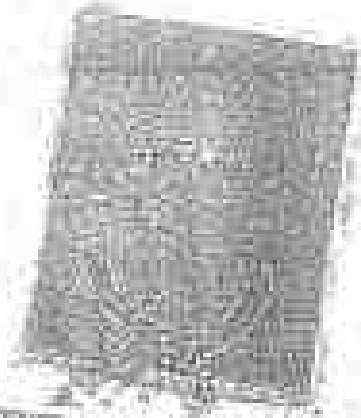
Lucknow

Place : Lucknow

Date : 12/01/2010

Photo Identity Card

Issued under Election (Continuing) Programme

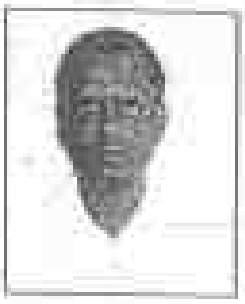


9415026845
9820895404

CENTRAL BAR ASSOCIATION (CIVIL)
LUCKNOW

Member's Name: Shankar Pratap Singh
Father's Name: Mr. Ram Shankar Singh
Date of Birth: 02.06.77
Address: 7-BT, Police Lines Gulbaria Thana, Ring Road, Lucknow
Enrollment No.: [illegible]
Enrollment Date: [illegible]

Secretary
General Bar Association



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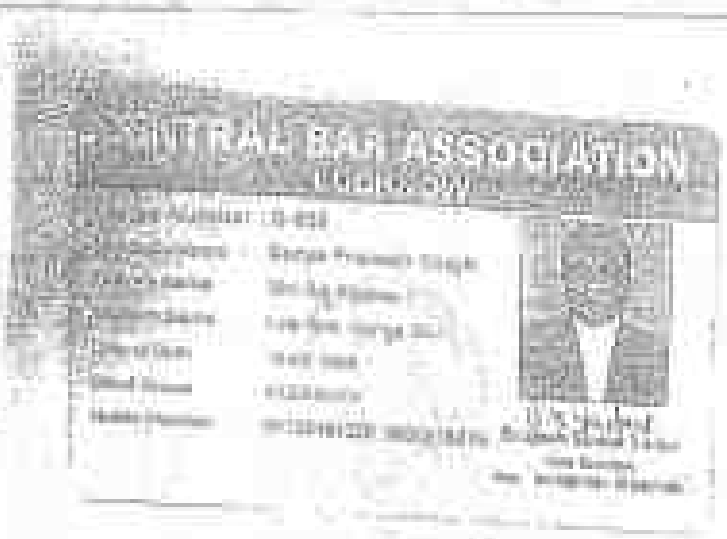


9125101320

2. Ajit Brick Field through its proprietor Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-175, L Park, Mahanagar Extension, Lucknow; AND

3. Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-175, L Park, Mahanagar Extension, Lucknow; AND

4. Mrs. Rani Maurya wife of Sri Ajit Kumar Maurya resident of B-175, L Park, Mahanagar Extension, Lucknow; AND

5. Ms. Ekta Maurya daughter of Sri Ajit Kumar Maurya resident of B-175, L Park, Mahanagar Extension, Lucknow; AND

6. Sulidha wife of Radhey resident of Village-Ruskhari, Post-Ranipur, District-Ambedkar Nagar, U.P. through her attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third Lucknow on 09.09.2015 at Book 4 Jild 439 pages 31 to 40 at serial no. 613; AND

7. Awadhesh son of Durjan resident of Village-Kapasi, Post-Sadat Rasoolpur, District-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. Third Lucknow on 09.09.2015 at Book 4 Jild 439 pages 41 to 50 at serial no. 614; AND

8. Jitendra son of Radhey resident of Village-Kotiya, Post-Ranipur, Dist-Ambedkar Nagar, 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. Third Lucknow on 10.09.2015 at Book 4 Jild 439 pages 103 to 112 at serial no. 615; AND

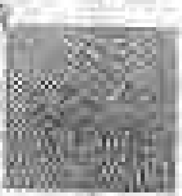
9. Pachoo son of Gudal resident of Village-Fatehpur Khomnihi, Bakshi Ka Talab, Lucknow, U.P. through his registered attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third Lucknow on

For AJIT BRICK FIELD

Proprietor

Rani Maurya

श्रीमती [illegible] Rani Maurya
पत्नी श्री अजीत कुमार मौर्या
पेशा गृहस्थ
निवासी [illegible] लखनऊ



कुमारी [illegible] मौर्या
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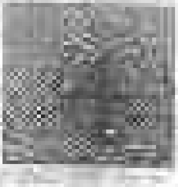
पेशा नौकरी
निवासी [illegible] लखनऊ



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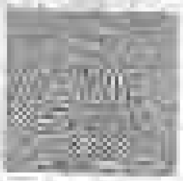
[illegible]
पुत्र श्री [illegible] मौर्या
पेशा व्यापार
निवासी [illegible] लखनऊ

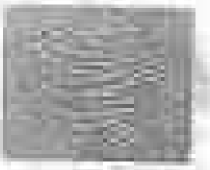


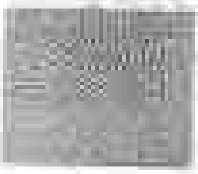
ने निष्पादन स्वीकार किया ।
जिनकी पहचान [illegible]

पेशा वकालत
निवासी सिविल कोर्ट लखनऊ
व [illegible]

पेशा वकालत
निवासी सिविल कोर्ट लखनऊ
ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस.बी. सिंह
उप निबन्धक (प्रथम)
लखनऊ
3/6/2010

06.05.2015 at Book 4 and 608 pages 113 to 122 at serial no. 910; AND

Party No. 1 is a Lead Developer and party No. 2-9 hereinafter referred to as **CONSORTIUM MEMBER** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, legal heirs wholly owned subsidiaries and the permitted assigns.

WHEREAS all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium of Developer Companies and persons with the object of development of project in Village-Mauhora, Distt-Lucknow for submitting the proposal to the Government of Uttar Pradesh or any Government/Semi Government or any other statutory authority for selection of Private Developer for development of project.

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

1. **Lead Member:**

1.1 Consortium member mutually decided to appoint Ajit Constructions 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 project in Village-Mauhora, Distt-Lucknow, Uttar Pradesh.

2.2 The Lead Member shall solely by its signature prepare and submit a proposal and map for the selection/approval of the Developer Consortium for development of various complexes, projects and shall design, develop, finance, construct, sell, operate and maintain the properties of other consortium members.

2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties of all the consortium members.

3. **Project Management Structure and Roles of the Members:**

3.1 Ajit Constructions, Consortium shall act as a Private Developer as per definition of Lucknow Development Authority and arrange for Land and

NOT SEPARATED

Ajit Constructions Ajit Constructions Ravi Mishra

Partner Partner Partner

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

finances for the project. No land is being transferred by this Agreement.

5.2 All the consortium members have authorized Lead Member to sign any agreement/MOU with M/S OR/O Constructions registered address 29/1, Eldeco Greens, Gomti Nagar, Lucknow through its authorized signatory Dr. Siddiqui son of Sri G.M. Siddiqui for development of the project, if required.

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

4.1 Upto the Moderval of the Project in the name of Consortium, all cost relating to the Project shall be borne by the Ajit Constructions Consortium.

4.2 The Ajit Constructions Consortium shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium members and execute mortgage deed by its signature for the project and any shortfall in the financing of the Project shall be contributed by the consortium members in the ratio of their shareholding. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium members. Consortium members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.

4.3 Upon completion of the Project any profit and loss shall be shared by the Ajit Constructions Consortium Members in ratio of their shareholding.

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 latter shall prevail.

For [illegible] Consortium | For Ajit Constructions

Partner | Proprietor | Rani Maurya

परिशिष्ट

Registration No.: [illegible] Year: 2016 Block No.: 4

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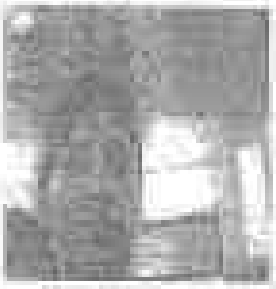

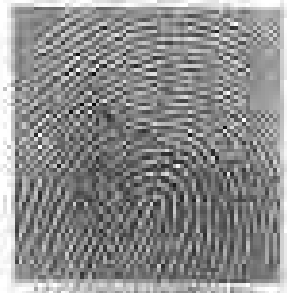

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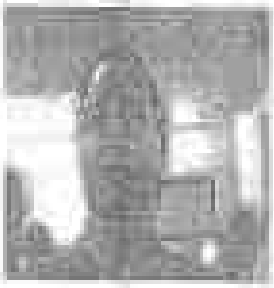

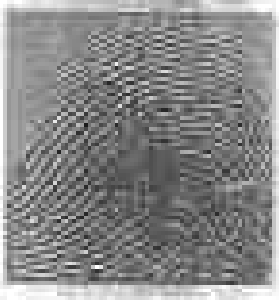

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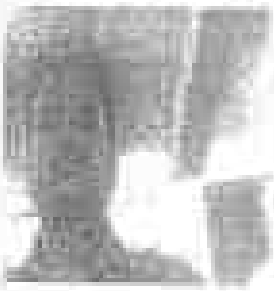

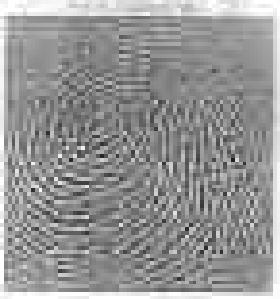

5.2 **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeur, that is to say, circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God and Government action. In the event of force majeur, 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 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, and in 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 authorised representatives as amendment of this Consortium Agreement. 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 shared by any other

FOR JIT BRIDGE FIELD

Director Director Director

Director

मतदाता

Registration No. 306 Year 2016 Book No. 4

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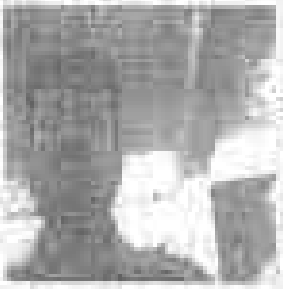

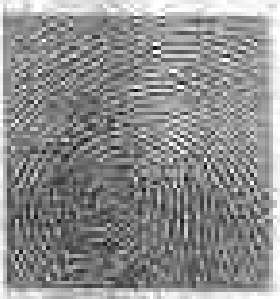

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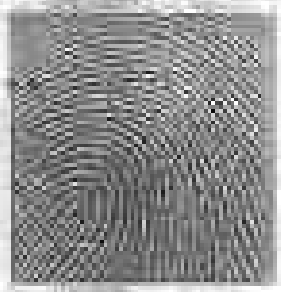

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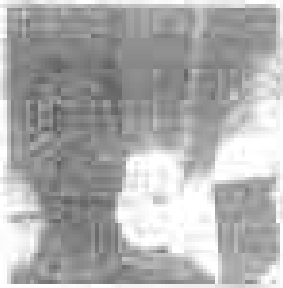

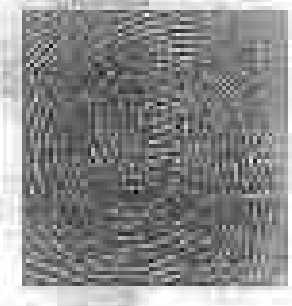

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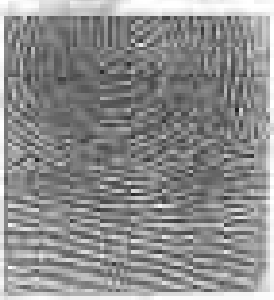

outside agency except the Lucknow Development Authority, Anoop Exam Vihar Pallabad and Government of Uttar Pradesh.

5.7 **NOTICES** : Any notice required pursuant to this Consortium Agreement shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the 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.

VALIDITY:

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

- Rejection of our proposal by the Government of Uttar Pradesh or any other statutory authority.
- Upon Completion of the Project.

(ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project.

5.10 **MISCELLANEOUS LIABILITY:**

Nothing in this shall be construed providing for the sharing of Profit & 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 the members of this Consortium Agreement have 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, to other members of this Consortium Agreement. No party shall be liable to the other party members for any indirect, incidental,

For M/s L&T Construction By AJIT SINGH FIELD

Witness: Witness: Witness:

Witness:

[illegible]

Registration No. [illegible] Year : 2010 Rank No : [illegible]

W1 [illegible]

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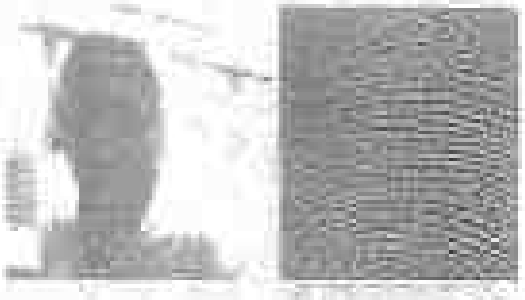

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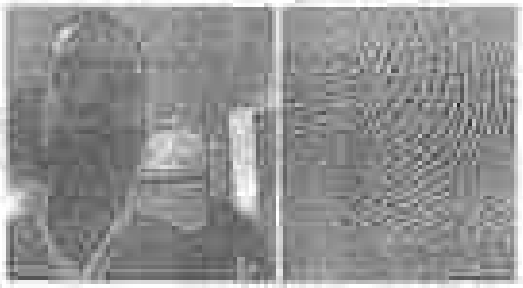
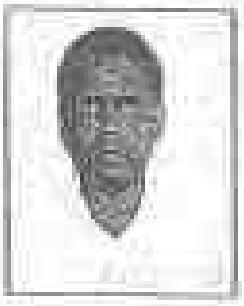


special or consequential damages howsoever caused, whether as a consequence of the negligence of the any member or otherwise.

IN WITNESS WHEREOF the lead member and members have executed the Consortium Agreement on this 6th day of August 2010 at Lucknow and have caused this Consortium Agreement to be signed on their behalf in the manner set out below.

WITNESSES:

1. S. P. Singh
Advocate
Civil Court Unn



Lead Member
For AJU BROCKFIELD

Proprietor

Consortium Members

2. S. P. Singh
Advocate
Civil Court Unn

Typed & Drafted by:-

(Shankar Kumar Singh)

Advocate

क्रम क्रमांक 09/05/2016 को

मोड़ में 4 पिन्ट में 566

पृष्ठ से 157 से 380 पर कागज 506

परिवर्तित किया गया।

परिवर्तन अधिकारी के हस्ताक्षर

एस.डी. सिंह

उप निबंधक (सदर)

लखनऊ

09/05/2016

(1867) 27/4/17

INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

उत्तर प्रदेश UTTAR PRADESH

AY 725364

28 MAR 2017

ADDENDUM CONSORTIUM AGREEMENT

This Addendum Consortium Agreement is made and executed at Lucknow on this 22nd day of April of 2017.

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**

JAO Constructions Pvt. Ltd.

For M/s AJIT CONSTRUCTIONS

Authorised Signatory

[redacted]

[redacted]

2141 6677 2548

आधार — आम आदमी का अधिकार

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23/11/2017

Cont No - 9118401310

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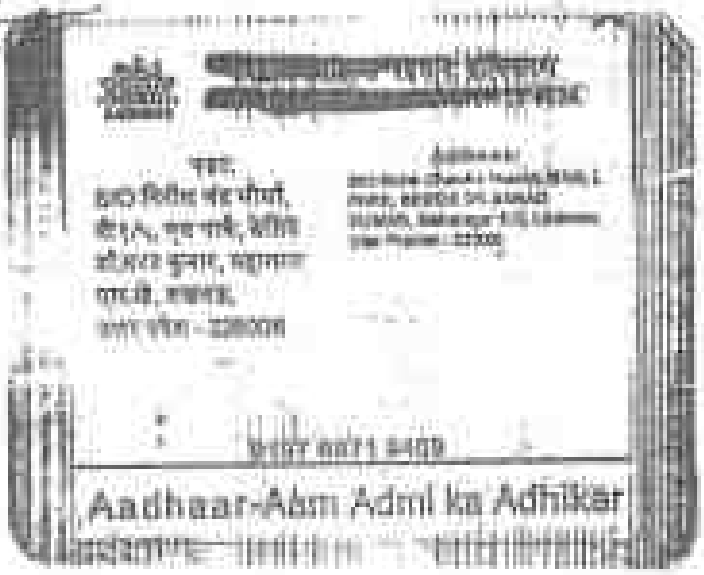
Ram Kumar

Cashin 9415824645



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8264 4785 8287

आधार — आम आदमी का अधिकार

Ravi Maurya

Cell No. 9415074845

[redacted]

[redacted]

[redacted]

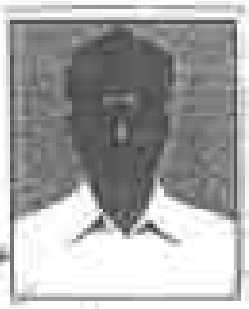
[redacted]

Ram Pal

Year of Birth : 1979

6550 3157 1333

आधार — आम आदमी का अधिकार



Ram Pal

8052355695

Address: 001 Mohan Lal Plot, Lucknow University Postal, Sarojini Nagar Postal (U.P.), Near Tadeshwar Lucknow, , Near Hyderabad S.O, Near Hyderabad, Lucknow, Uttar Pradesh, 226012

Extension, Lucknow; 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

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 through her registered attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third, Lucknow on 19.11.2016 at Book No. 4, Zild 491, Pages 287 to 296 at serial No. 817; AND

6. Buddha wife of Radhey resident of Village-Baukhari, Post-Ranipur, District-Ambedkar Nagar, U.P. present address House No.213, Nuvalya Ganeshganj, 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. Third, Lucknow on 09.09.2015 at Book No. 4, Zild 439, Pages 31 to 40 at serial No. 613; AND

7. Awadhesh son of Parsan resident of Village-Kapasi, Post-Sadat Rasoolpur, District-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. Third, Lucknow on 09.09.2015 at Book No. 4, Zild 439, Pages 41 to 50 at serial No. 614; AND

8. Jitendra son of Radhey resident of Village-Kutiya, Post-Ranipur, Distt-Ambedkar Nagar, U.P. present address House No. 213, Nuvalya Ganeshganj, Lucknow, U.P.

For M/s AJIT CONSTRUCTION

Authorised Signatory

ORD Constructions Pvt. Ltd.

through his registered attorney holder Ajit Kumar Maurya son of Late Girish Chandra Maurya, attorney is registered in the office of S.R. Third, Lucknow on 10.09.2015 at Book No. 4, Jild 439, Pages 103 to 112 at serial No. 614; AND

9. **Pachoo son of Gudai resident of Village-Fatehpur Khamrahi, BakshiKaTalab, 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. Third Lucknow on 10.09.2015 at Book No. 4, Jild 439, Pages 113 to 122 at serial No. 619; AND**

(Hereinafter collectively 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**

(Party no. 2-9 hereinafter have also authorised party no. 1, through a registered consortium agreement dated 9.8.2016 for the development of project in Village – Madion, Disc- Lucknow, which is registered in the office of S.R. first at book no. 4, jild 556 page 357/380 at serial no. 508 on 9.8.2016., their lead member, to take all decisions related with the project land,; **AND**

M/S OSO Constructions Pvt. Ltd. a company incorporated under the companies Act, 1956 having its registered address-200, Eldeco 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

For M/s AJIT CONSTRUCTIONS
Authorised Signatory

For OSO Constructions Pvt. Ltd.

nominees, successors, wholly owned subsidiaries and the permitted assigns)

WHEREAS

A consortium agreement was signed between the First Party and Second Party (detailed herewith) for the development of township of township on the land approx. 10.101 hectare land in village- Madiaon, Distt- Lucknow, which was registered in the office of S.R. third at Book no. 4 Jild 491 Pages 221/276 at Serial no. 815 on 19.11.2016., shall be treated and referred always as Principal consortium agreement (PCA)

Whereas on the basis of principal consortium agreement (PCA) both the parties are performing their duties to achieve the main objective of the PCA.

Whereas to make the PCA more clear on certain points First Party have proposed certain modification/ additions in the PCA, on which Second Party has agreed & have decided to include the following modifications/additions in the PCA, for necessary implementation and avoidance of dispute between the parties which shall be read in consonance and along with that consortium agreement dated 19.11.2016 and these covenants shall be binding upon all the parties specially upon first party and second party therein and make addendum in the PCA dated 19.11.2016 and this addendum shall be considered a part and parcel of the PCA along with the Escrow Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Addendum Agreement (hereinafter referred as the "said Addendum 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:

NOW THIS ADDENDUM AGREEMENT WITNESSETH AS UNDER:

1. That in the point no. 5.5 of PCA, line to be added:
   "Only in normal circumstance. However in specific conditions, where it is found and established that Second

For M/s AJIT CONSTRUCTIONS

Authorised Signatory

GRD Constructions Pvt. Ltd.

Party is and violating the basic spirit of the PCA., First Party can interfere in the development work to achieve the main objective of the PC agreement. Here it is defined that the spirit of the PCA is deposition of all the receivables in the escrow a/c, conformity of the constructions/development with applicable laws and timely development.

2. That in point no. 5.7 of PCA, line to be added:

"In case First Party, raise some objection against the booking of unit to some individual, it would be honoured by the Second Party, subject to same is informed in advance to Second Party i.e. before accepting the booking by Second Party or by the business associate of the company.

3. That in point no. 5.8 of PCA following word to be inserted after indirect taxes in the second last line of the para:
"or such type of taxes and levies collected from customer."

4. That in point no. 4.3 of PCA, following to be added in the end:
"and shall obtain completion certificate from the competent authority."

5. That in point no. 5.9 of PCA, following word to be inserted after in the first line after the words That after receiving the "full and final" so that the line reads out "that after receiving the full and final sale consideration" and in the last line after the word individual "full and final" so that the last line read as "parties have received their individual full and final share"

6. That in point no. 5.10 of PCA, following word to be inserted after in the third line after the words and suppliers "or otherwise" so that the third line reads out "and suppliers or otherwise etc".

For M/s AJIT CONSTRUCTIONS

Authorised Signatory

GRD Constructions Pvt. Ltd.

7. That in point no. 13.2 of PCA, following lines shall be inserted after the end of the para 13.2 "That the arbitration shall be finalised with passing of verdict and order within 6 (six) months from the date of institution or start of arbitration after the end of said six month the parties shall be free for any legal recourse.

8. That in point no. 17.3 of PCA, line to be added:
"If both the parties agree to divide their share of property as mentioned above, sale proceeding of such properties/units shall not be deposited in the escrow a/c". And all direct and indirect taxes levied against such property shall be the sole responsibility of individual party. However Second Party shall always be responsible to complete the construction/development work and that duly laid process of allotment as well as sale deed shall be followed as in case of non divided share of properties."

9. That in point no. 17.8 of PCA, following word to be inserted after in the third line after the words that as "the full and final" so that the third line reads out "That on the full and final settlement".

10. That the Second Party shall always inform in writing and keep aware the First Party from time to time about the allotments being done, submit details of the agreements done with the allottees, and monthly data and information relating to payments received from the allotees along with the amount of service tax, construction/development stages achieved on monthly basis either in paper format or in soft copies by the 10th of every month.

11. That in the point no. 4.1(d) of PCA, line to be added:
"Second Party shall be selling and constructing villas in township to ensure early inhabitation and for gradual appreciation in the property prices. Construction of the villas would be done either by the Second Party or by the

For M/s AJIT CONSTRUCTION

Authorised Signatory

CMD Constructions Pvt. Ltd.

agency appointed by Second Party. In case First Party desire to undertake the construction of the villas, Second Party would award the work to First Party after deducting 15% as marketing & overhead charges from the cost/amount of construction cost received from the sale of the said villa.

In such case First Party would act as construction agency appointed by Second Party, and construction would be done as per the sale/approved drawings and specifications, under supervision of Second Party."

12. That all the three founder members of Second Party that is the promoters of M/s ORO Construction Pvt. Ltd. shall remain in the company ORO Construction Pvt. Ltd. and their status shall not be changed. Further, till the completion of this project their collective share holding shall always be in majority in this company and they shall not create any lien, neither alienate, pledge nor sell their interests and rights in this project.

13. That it is hereby agreed and understood by the Second Party that their share in the project arises from the development of land, marketing, and construction and is consequential to such activities. Therefore their share which is agreed upon in the PCA shall be recognised on pro-rata basis, according to the stages of development and construction achieved in the project.

14. That marketing or advertisement of the project shall be finalised mutually by both the parties. Second Party shall provide all booking related documents/ material to First Party through mail and First Party shall revert within 5 working days, so that their suggestion can be incorporated and same could be publicised or released to public. In case First Party fails to revert in the scheduled time, it would be taken as deemed approval of the First Party. However it is

For M/s AJIT CONSTRUCTIONS

Authorised Signatory

ORO Constructions Pvt. Ltd.

परिशिष्ट विवरण

	300.00	80	180.00	24
परिशिष्ट की संख्या:	पेज की संख्या	फाइल में की कुल	योग	पृष्ठों की संख्या

अनिल कान्यकुब्जाल द्वारा पार्टिशन अनिल कुमार गौर
एडवोकेट गाजा गौर

[redacted]

मजिस्ट्रेट: महोबा
जिला/राज्य: बी-1/5 एम पार्क महानगर लखनऊ
आवेदक का
नाम तथा विवरण एवं आवेदन में दिनांक: 22/4/2017 समय: 12:15PM
कोई विवरण छूट गया हो।

दस्तावेज लिपिक के हस्ताक्षर

अनिल कुमार कानूनगो
उप-निबन्धक कृष्णा

मजिस्ट्रेट लिखकर पढ़ने व समझने के पश्चात
सत्यापित

22/4/2017

अनिल कान्यकुब्जाल द्वारा पार्टिशन अनिल कुमार गौर
एडवोकेट गाजा गौर
पिता महावीर
जिलाधीश बी-1/5 एम पार्क महानगर लखनऊ

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अनिल कान्यकुब्जाल द्वारा पार्टिशन पत्नी गौर
पत्नी श्री अनिल कुमार गौर
पिता महावीर
जिलाधीश बी-1/5 एम पार्क महानगर लखनऊ

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श्री अनिल विश्वकर्मा द्वारा श्री/श्रीमति कुमार गौर
पुत्र श्री एडवोकेट गाजा गौर
पिता महावीर
जिलाधीश बी-1/5 एम पार्क महानगर लखनऊ

[redacted]

श्री अनिल कुमार गौर पुत्र श्री कुमार द्वारा
गौर,कुमार,अनिल
पिता,पति
जिलाधीश बी-1/5 एम पार्क महानगर लखनऊ

[redacted]

desired that a fortnightly meeting may be arranged to discuss and decide all issues for its early implementation.

15. That the rate of proposed sale and numbers of properties opened for sale shall be mutually decided in such a manner that 75% of the realisation against the plotted development shall be ensured in 2 (two) years from the date of FCA.

16. It is hereby understood and agreed between both First Party and Second Party that the scheme of plotting shall be mutually decided from time to time.

17. In any marketing or advertisement Second Party will ensure that it should not reflect or imply involvement of First Party in construction activities, First Party shall not be liable for any legal proceedings / litigation regarding construction etc.

18. That both First Party and Second Party do hereby mutually agree to keep a minimum of 2% of the booking amount received from the proposed allottee's subject to maximum of Rs 20.00 lac in the escrow account so as to keep funds available in case of any booking is cancelled and any amount has to be refunded. Further that all refunds will be made from the escrow account only.

19. That it shall be sole responsibility of Second Party to keep the project under the consortium agreement and this addendum to it in uniformity and compliance of RERA 2016, UP Apartments Act 2010 and other such statute that may be applicable from time to time. However for land ownership/title related issues and compliances First Party shall be responsible for all time to come.

20. That it is specifically understood and agreed upon by the Second Party that Second Party shall neither be

For M/s AJIT CONSTRUCTIONS

Authorised Signatory

GRD Constructions Pvt. Ltd.

रजनी मौर्या Rajni Maurya
पत्नी श्री अनिल कुमार मौर्या
पेशा व्यापार
निवासी बी-1/3 [illegible] लखनऊ

[redacted]

श्री [illegible] प्रा.लि. द्वारा डि.डिरेक्टर
कुमार
पुत्र श्री [illegible]
पेशा व्यापार
निवासी 2/30 [illegible] लखनऊ

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ने निष्पादन स्वीकार किया ।
जिनकी पहचान राम अवध पाल Ram Awadh Pal
पुत्र श्री मोहन लाल
पेशा प्राइवेट नौकरी
निवासी [illegible] लखनऊ
व सुरेंद्र प्रताप सिंह एड.
पेशा वकालत
निवासी सिविल कोर्ट लखनऊ
ने की ।
प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
[illegible] कुमार वाजपेयी
उप-निबन्धक तृतीय
लखनऊ
05/04/2017

withdrawing nor diverting any of the funds that have been collected as booking advances, sale proceeds or otherwise any kind of fund that may be received against the proposed sale in the project, being developed under the consortium agreement. The funds could only be expensed for the purpose of construction and development and project related works/issues.

21. Second Party may keep the surplus funds in Government securities or FDRs of any Nationalised bank.

22. That Second Party shall furnish a quarterly bank statement of their a/c, in which they shall be parking the funds collected from the escrow a/c, so as to ensure that First Party is kept aware of the status of the excess/surplus fund and their uses if any.

23. That in the point no. 11.1 of PCA, line to be added:
"In case of the failure of the payment of due amount within 3 months, Second Party shall pay 15% interest and thereafter @ 18% p.a. for further 9 months. If the Second Party is unable to pay even after this time of 12 months with interest than the Second Party shall assign equivalent amount of future receivables from the sale of their share of property or unsold property of equivalent amount.

24. That the possession given to Second Party by the First Party of the subjected land is for the purpose of development only and that the all legal and property rights remains with the First Party until the sale deed of the same is done.

25. That Second Party shall ensure the timely recovery of First Party sale share as agreed in clause no. 4 of PCA. Non payment shall be reckoned as non performance and non development, and shall be governed by the clause no. 19 of this addendum.

26. That unit in the township are being sold on first cum first serve basis from the available stocks. To ensure the

For M/s AJIT CONSTRUCTIONS

Authorised Signatory

CHO Construction P...

bookings in phased and organised manner, specific units to be open for booking under every rate code/marketing policy, which would be decided & finalised jointly by the First Party & Second Party both. Booking received against these open units shall be presumed as bookings accepted by both First Party & Second Party. Both the First Party and Second Party are obliged, agreeing and consenting that in all case and any case obliged to honour the suggestions of other party. In case of any special circumstances, if any particular unit is demanded by any customer either referred by First Party or Second Party, collective decision on the same shall be taken by the First Party & Second Party whether to accept the booking or not for the unit from the reserve quota.

27. It is hereby agreed and declared that any separate agreement including escrow agreement shall be treated as part and parcel of this PCA agreement and addendum.

28. The First Party have the right to terminate at their option the consortium agreement in the following circumstances :

(i) In case the amount of sale proceeds of the units, land, building, residential/commercial are not deposited in the Escrow Account.

(ii) In case of insolvency of the Second Party.

(iii) That in case of any dispute arises between the founder members of the Second Party Co, effecting the rights & liabilities of First Party.

29. Prior to termination First Party shall inform in writing to the Second Party about the conduct of the Second Party, qualifying for termination. On receiving of such notice Second Party shall have the right to clear the doubts of First Party in 30 working day time. If the facts presented by Second Party are found satisfactory by First Party, First Party shall withdraw the termination notice.

For M/s AKT CONSTRUCTION

Authorised Signatory

GND Construction Pvt. Ltd.

भारतीय

Registration No.: 213 Year: 2,017 Book No.: 4

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के.डी.के. [illegible]

[illegible]

[illegible]

30. It is hereby understood and agreed between both First Party and Second Party that notwithstanding anything contained or has been stated/ is stated or admitted in any of the clauses of the PCA and this addendum Second Party does hereby agree for apportionment of 60% of the payments received in the escrow account to First Party so as to accelerate the payment of First Party till 15 months from the date of this addendum. The additional amount of 7.50% paid in excess of 52.50% shall be adjusted / recouped from the balance payment of First Party. Further that if Second Party has excess / surplus fund as confirmed by Second Party, then Second Party is obliged to pay First Party the excess fund so as to accelerate the payment of First Party.

31. It is hereby understood between the First Party and Second Party that in case necessity arises for making any payment by the First Party to any land owner for the purpose of acquiring any land for the purpose and benefit of the project then Second Party shall facilitate in accelerated sale of the plots from the share of the First Party.

32. It is hereby understood and agreed between the First Party and Second Party that if the First Party purchases any further land adjacent to the project then the same shall be accommodated in the project and be developed as part and parcel of the project and shall be treated as the part of the project and the project may be revised if both the parties mutually agree for the same.

33. It is hereby understood and agreed between both First Party and Second Party that notwithstanding anything contained or has been stated/is stated or admitted in any of the clauses of the PCA and this addendum if the Second Party fails to cause the realization of 75% of the share of First Party in the plotted area within 24 month with 2 months grace period from the date of PCA, then in that

For M/s AJIT CONSTRUCTION

Authorised Signatory

M/s AJIT Constructions Pvt. Ltd.

उपस्थिति

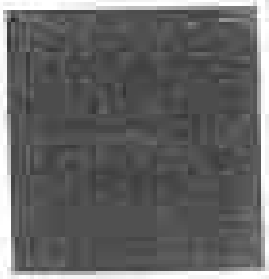
Registration No.: 213 Year: 2017 Book No.: 4

0101 अनिल कानूनगो द्वारा पार्टनर अनिल कुमार गोयल

एस. सिंह एण्ड कंपनी

बी-1/5 एस एफ, महानगर लखनऊ

लखनऊ

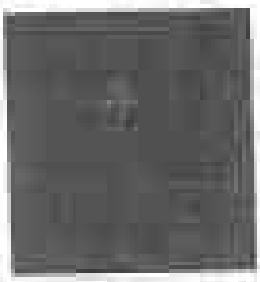


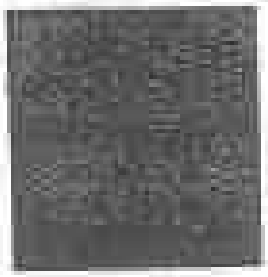
0102 अनिल कानूनगो द्वारा पार्टनर पत्नी गोयल

अनिल कुमार गोयल

बी-1/5 एस एफ, महानगर लखनऊ

लखनऊ



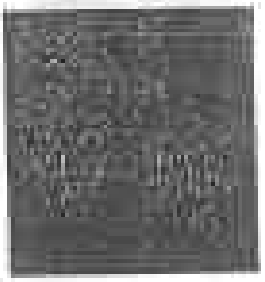


0103 अनिल सिक्योरिटीज द्वारा पार्टनर अनिल कुमार गोयल

एस. सिंह एण्ड कंपनी

बी-1/5 एस एफ, महानगर लखनऊ

लखनऊ

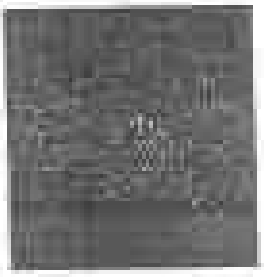


0104 अनिल कुमार गोयल द्वारा पार्टनर पूजा गोयल

सिंह एण्ड कंपनी

बी-1/5 एस एफ, महानगर लखनऊ

लखनऊ

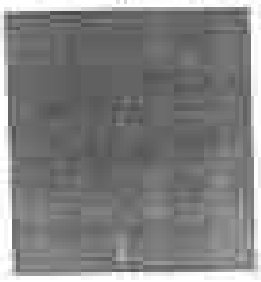


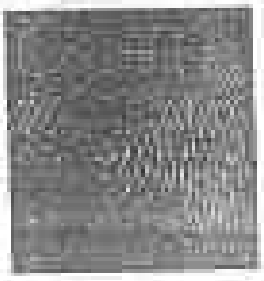
0105 पत्नी गोयल

अनिल कुमार गोयल

बी-1/5 एस एफ, महानगर लखनऊ

लखनऊ





नमूना

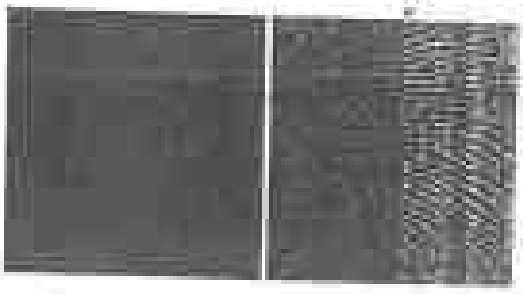
Motion No.: 213 Year: 2017 Book No.: 4

W1 नाम अथवा नाम

पिता अथवा

कार्यालय कलेक्ट्रेट जिला नवादा

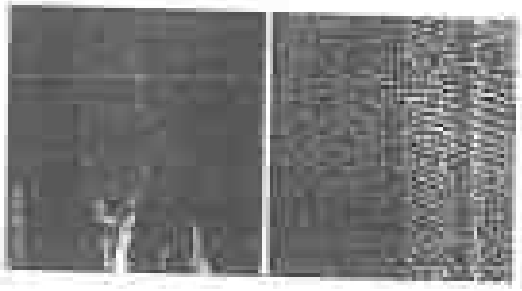
बर्खास्त पीओसी



V2 पूरा नाम पिता एवं

जिला कोर्ट नवादा

नवादा



case the same shall be considered as non-performance of the contract and the First Party shall be free to reclaim the land and develop and sale the remaining unallotted/unsold area in the project.

34. That it is hereby understood and agreed between the First Party and Second Party that in the First Party shall adjust the interest free security of Rupees Four Crores only when the sale of the entire plotted area completed and Rupees Three Crores only adjusted when the Second Party completed the sale of group housing and commercial complex and obtain completion certificate of the proposed project from the LDA/competent authority as the case may be.

35. That it is mutually agreed between both the First Party and Second Party that in the event of sale of club or such facilities that may be developed under this project the sale proceeds less the attributable cost shall be equally shared between both the First Party and Second Party, it is further agreed that in event of such sale the First Party shall be given the first right of refusal of such sale.

36. In case First Party do not agree with the reply/representation made by Second Party & do not withdraw the termination, Second Party shall have to right to take its case to arbitrator or to court of law as deem fit for the settlement of the matter.

37. In case of termination, it would be made effective/enforced only after the clearance of Second Party dues and claims by the First Party. Till settlement of the dues and claims, Second Party shall be authorised /allowed to remain in possession. Till the settlement of the dues and claims of both parties, both parties would not be entitle to make any sale to individual buyers or to any interested party to take

For MX AIT CONSTRUCTIONS

Authorised Signatory

GRD Constructions Pvt. Ltd.

over the project on as is where basis i.e. TILL the settlement of accounts, all payments received from the customers/allottees of the project shall be kept deposited and parked in the escrow a/c.

38. In case both First Party and Second Party fails to settle the claim w.r.t a/c's of each other, both party shall have the right to go to arbitrator/court for the settlement of the matter.

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

WITNESSES:

1)

(Ram Kumar Pal)

S/o Sri Mohanlal

R/o Kalpin College

Lucknow

FOR MAJIT CONSTRUCTIONS

Authorised Signatory

FIRST PARTY

GBD Constructions Pvt. Ltd.

SECOND PARTY

2)

(Sangram Bahadur Singh)

Advocate

Civil Court, Lucknow

Typed By:

(Deepak)

Civil Court, Lucknow

Drafted by:

(Benlal Raman Singh)

Advocate

अन्त दिनांक 22/04/2017 को

बही सं. 4 जिल्द सं. 503

पृष्ठ सं. 163 से 166 तक क्रमांक 213

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अखिल कुमार वाजपेई

उप-निबन्धक तृतीय

जनपदनगर

22/04/2017