



उत्तर प्रदेश UTTAR PRADESH



BR 768985



-1-

CONSORTIUM AGREEMENT

This Consortium agreement executed on this 28th day of July 2021.

Between

ORO REAL INFRA LLP

Authorised Signatory



Dr. Kumar Ravi Maray

RM

AM



क्रमांक 1896 दिनांक 23-7-21
कमिती 100 प्रयोजन
नाम ORO REAL INFRA LLP
पता LUCKNOW

प्रभा कान्त शुक्ला लो नं 127
अवधि 31-3-2023 तक कलेक्ट्रेट-लखनऊ





OK



ORO REAL INFRA LLP
(Signature)
Authorised Signatory



भारत सरकार
Government of India



दिनेश कुमार
Dinosh Kumar
जन्म तिथि / DOB : 01/07/1975
पुरुष / Male



4612 4883 7894

मेरा आधार, मेरी पहचान



एन डी ई
Unique Identification Authority of India

पता:
S/O कन्हैया लाल, ई-2/2, गुन्दवारा
रोड, पेपर मिल बस्ती, निशातगंज,
महानगर, लखनऊ, महानगर, उत्तर
प्रदेश, 226006

Address:
S/O Kanhaiya Lal, E-2/2,
Gunadwara Road, Paper Mill
Colony, Nishatganj, Mahanagar,
Lucknow, Mahanagar, Uttar
Pradesh, 226006

4612 4883 7894



1947



help@uidai.gov.in

www

www.uidai.gov.in

Dinosh



भारत सरकार
GOVERNMENT OF INDIA



अजीत कुमार मौर्या
Ajit Kumar Maurya
जन्म तिथि/ DOB: 20/09/1963
पुरुष / MALE



9197 6971 9409

आधार-आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O गिरिश चंद्र मौर्या,
बी१/५, एल पार्क, बेसिदे
डॉ.सरद कुमार, महानगर
एम.ओ, लखनऊ,
उत्तर प्रदेश - 226006

Address:

S/O Girish Chandra Maurya, B1/5, L
PARK, BESIDE DR. SARAD
KUMAR, Mahanagar S.O, Lucknow,
Uttar Pradesh - 226006

9197 6971 9409

Aadhaar-Aam Admi ka Adhikar

Ajit Kumar

आयकर विभाग
INCOME TAX DEPARTMENT
AJIT CONSTRUCTIONS



भारत सरकार
GOVT. OF INDIA



23/03/2010

Permanent Account Number

AATFA4499C

Ajit Construction

आयकर विभाग
INCOME TAX DEPARTMENT
AJIT KUMAR MAURYA
GIRISH CHAND MAURYA
20/09/1963
Permanent Account Number
ADZPM4976F
Signature *Ajit Kumar*

भारत सरकार
GOVT. OF INDIA

28062014

Ajit Kumar



नामांकन क्रम / Enrollment No 1093/42164/06429

To,
रानी मौर्या
Rani Maurya
W/O Ajit Maurya
B-1/5
L PARK
Mahanagar S.O
Lucknow
Uttar Pradesh 226006
9415012464

Ref: 275 / 14D / 143098 / 143288 / P



UE305125345IN



आपका आधार क्रमांक / Your Aadhaar No. :

5264 4765 8267

आधार — आम आदमी का अधिकार



रानी मौर्या
Rani Maurya
जन्म वर्ष / Year of Birth : 1969
महिला / Female



5264 4765 8267

आधार — आम आदमी का अधिकार

Rani Maurya
A. Kumar

प्राप्त निका निका / PERMANENT ACCOUNT NUMBER

ADZPM4975G



नाम / NAME
RANI MAURYA

पिता का नाम / FATHER'S NAME
RADHEY KRISHAN MAURYA

जन्म तिथि / DATE OF BIRTH

06-03-1969

हस्ताक्षर / SIGNATURE

Rani Maurya

COMMISSIONER OF INCOME TAX, LUCKNOW

मुख्य अधिकारी, करों

R. K. Maurya

Rani Maurya

यदि कोई कृपया / यदि कोई कृपया जारी करने
वाले अधिकारी को सूचित / जारी कर दें

अधिकारी अधिकारी.

अधिकारी अधिकारी.

अधिकारी अधिकारी.

अधिकारी.

In case this card is lost/found, kindly inform/return to
the issuing authority :

Commissioner of Income-tax,

Azadpur Bhawan,

Azadpur Bhawan,

Lucknow.



भारत सरकार
Unique Identification Authority of India

Enrollment No. : 2017/79579/38424

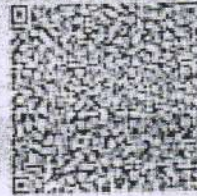
01/11/2019

To
Ekta Maurya
एकता मौर्य
D/O: Aji Kumar Maurya
B-1/5
L-Park
Near Kapoorthala
Mahanagar Extension
Mahanagar
Mahanagar, Baskari Ka Talab, Lucknow,
Uttar Pradesh - 226006
9820625424



KAS77711310PR

57771131



आपका आधार क्रमांक / Your Aadhaar No. :

2384 1177 6871

मेरा आधार, मेरी पहचान

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भारत सरकार
Unique Identification Authority of India



एकता मौर्य
Ekta Maurya

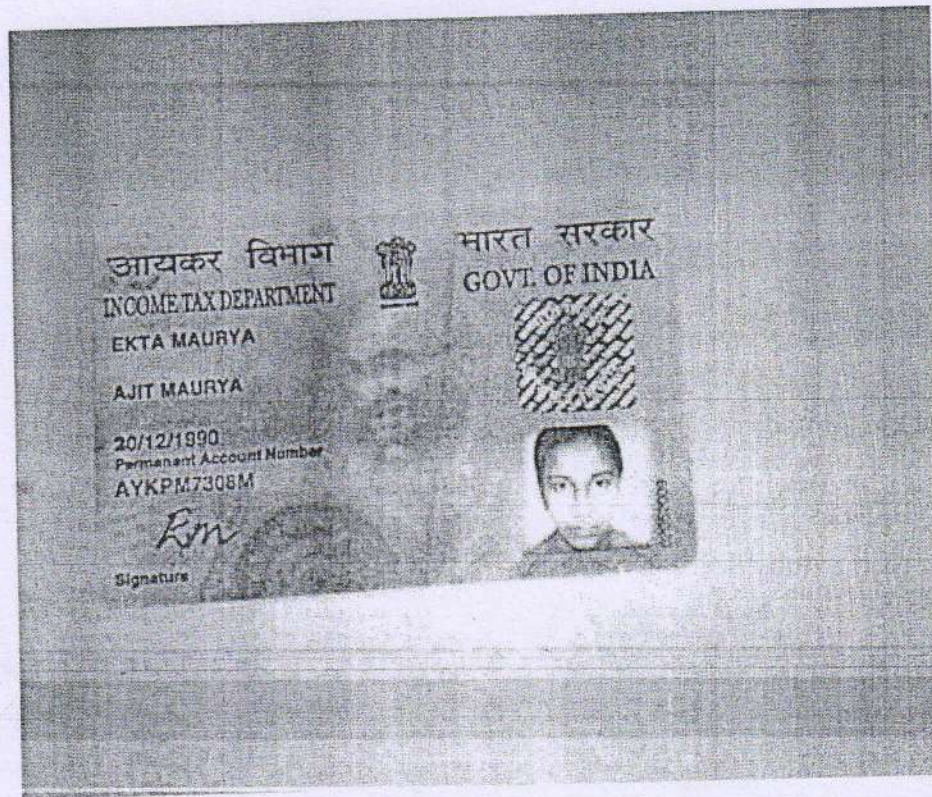
जन्म तिथि / DOB: 21/12/1989

लिंग / Gender

2384 1177 6871

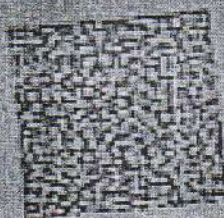


मेरा आधार, मेरी पहचान





राज्यी मंत्री
Aji Kewar Marya
जन्म तिथि / DOB : 13/11/1981
महिला / Female



4091 0980 6151

आधार - आम आदमी का अधिकार



Handwritten signature/initials



भारतीय समाज न्याय और शक्ति विभाग
Ministry of Social Justice and Empowerment of India

पता: D.O. अजीत कुमार मौर्य,
B-15, एन-एक्स, महानगर
एक्सटेंशन, महानगर, लखनऊ,
महानगर, उत्तर प्रदेश, 226008

Address: D.O. Aji Kewar Marya, B-15,
L-PARK, MAHANAGAR EXTENSION,
Mahanagar, Lucknow, Mahanagar, Uttar
Pradesh, 226008

4091 0980 6151



1800 300 1347



1800 300 1347



www.mse.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT

AISHWARYA MAURYA
ALIT MAURYA

13/11/1991

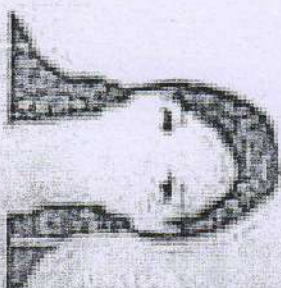
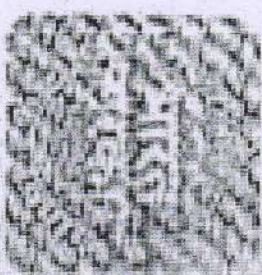
Payment Account Number

BFPPM0265N

SIGNATURE



भारत सरकार
GOVT. OF INDIA



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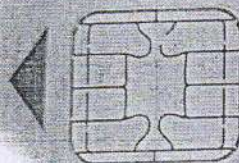




Indian Union Driving Licence
Issued by Uttar Pradesh



UP32A20031009710



Issue Date 08-10-2019
Validity (NT) 30-09-2029

Validity (TR)



[Signature]
Holder's Signature

Name:

UJARUL HAQ SIDDIQUI

Date of Birth: 01-10-1969

Blood Group:

Organ Donor: N

Son/Daughter/Wife of: KAMRUL HAQ SIDDIQUI

Address:

H.NO. 20, BEHIND CARRIER CONVENT SCHOOL
SEC-10, EXTN. VIKAS NAGAR LUCKNOW 226022

Date of First Issue (24-07-2003)



भारत सरकार

GOVERNMENT OF INDIA

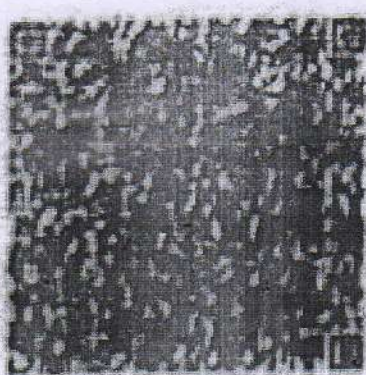


बेंकट रामन सिंह

Benkat Raman Singh

जन्म तिथि/ DOB: 03/06/1977

पुरुष / MALE



4725 6085 4112

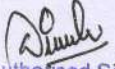
मेरा आधार मेरी पहचान

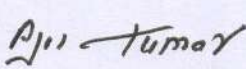
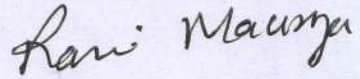
1. M/S ORO Real Infra LLP, having its address- 14, A.P. Sen Road, beside Labour office, Lucknow through its authorized signatory Mr. Dinesh Kumar son of Sri K. L. Pandey (hereinafter referred to as "Lead Member") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns)

AND

2. Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow;
AND
3. 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
4. Ajit Constructions, a Partnership Firm, through its Partner Mr. Ajit Kumar Maurya son of Late Girish Chandra Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow;
AND
5. Mrs. Rani Maurya wife of Sri Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
6. Mrs. Ekta Maurya daughter of Sri Ajit Kumar Maurya daughter of Mr. Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow; AND
7. Mrs. Aishwarya Maurya daughter of Sri Ajit Kumar Maurya daughter of Mr. Ajit Kumar Maurya resident of B-1/5, L Park, Mahanagar Extension, Lucknow;

ORO REAL INFRA LLP


Authorized Signatory

Party No. 1 is a **Lead Developer** and party No. 2-7 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, Partners, wholly owned subsidiaries and the permitted assigns.

WHEREAS all the above mentioned parties entered and executed this **Consortium Agreement** for forming a Consortium of companies/firm and persons for the purposes of a real estate project situated at Village Madiaon opposite Oro City, Pargna Mahona, Tehsil-Bakshi Ka Talab, District-Lucknow, and for submitting the proposal to the Government of Uttar Pradesh or any Government/Semi Government or any other statutory authority for approval/sanction of Layout/Map and development of various complexes, projects.

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

1. Lead Member:

- 1.1 Consortium member mutually decided to appoint **M/S ORO Real Infra LLP**, as Developer and Lead Member.
- 1.2 Member no. 3-7 have mutually authorized Party No. 2, Ajit Kumar Maurya to negotiate terms and conditions with Lead member and enter in to any agreement with lead member and sign and execute any documents, papers, agreements and deeds with any of the proposed allottees of the project on our behalf.

2. Aim and Scope of Consortium Agreement:

- 2.1 The sole aim of this **Consortium Agreement** is for the development of a real estate project situated at Village Madiaon

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Authorized Signatory







opposite Oro City, Pargna-Mahona, Tehsil-Bakshi Ka Talab, District-Lucknow.

- 2.2 The Lead Member and Party No. 2, Ajit Kumar Maurya, shall jointly by its signature prepare and submit a proposal and map for the sanction/approval of the Developer Consortium for development of projects and shall design, develop, finance, construct, sell, operate and maintain the properties of other consortium members.
- 2.3 The Lead Member and Party No. 2, Ajit Kumar Maurya shall be authorized to negotiate and transfer the developed properties/ Units/Plots/Villa/Flats of all the consortium members.

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

M/S ORO Real Infra LLP, shall act as a Lead Developer as per definition of Lucknow Development Authority and UPRERA.

4. **NAME OF THE PROJECT**

Residential Project including permissible commercial & institutional development project to be developed by the Lead Member on the said Land being subject matter of this agreement shall be named and known as decided by the Party No. 2 and Lead Member jointly.

5. **AREA SHARING**

In lieu of the Consortium Members providing the Said Project Land for the purpose of the Said Project, the Lead Member, shall develop, construct and complete the Said Project and in lieu of the Lead Member developing, constructing and completing the Said Project at the cost and expenses to be borne by the Lead Member

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Authorised Signatory

Ravi Maurya

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in terms of this Agreement and marketing the Said Project, the proposed sharing in all receivables from allottees viz. Basic Price plus PLC, received from allottees of the entire sellable area shall in following ratio:

- a. All plotted developed area shall be shared in the ratio of 55:45 between Consortium Member & Lead Member i.e 55% of the plotted sellable area belongs to Consortium Members and 45% of the plotted sellable area belongs to Lead Member.
- b. Units to be developed in Group Housing shall be shared in the ratio of 30.5:69.5 between Consortium Members & Lead Member i.e 30.5% of the total sellable super built up area belongs to Consortium Members and 69.5% of the total sellable super built up area belongs to Lead Member.
- c. Units to be developed in commercial complex shall be shared in the ratio of 50:50 between Consortium Member & Lead Member i.e 50% of the total sellable super built up area belongs to Consortium Member and 50% of the total sellable super built up area belongs to Lead Member.
- d. In the case of sharing in proposed Villas, the Consortium Member shall be entitled of the sharing in plotted cost prevailing at that time in the ratio same as given in 5(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 in form of incentive FAR, benefit of that shall be given to consortium members.

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Authorised Signatory

Aj. Kumar *Ravi Maurya*

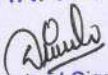
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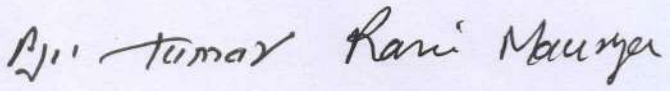
AMS

6. SCOPE OF THE AGREEMENT

- 6.1 That for the consideration as agreed in this AGREEMENT, the Consortium member hereby has assigned to the Lead Member 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 Lead Member.
- 6.2 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 Lead Member. It is further agreed between the parties that for the purpose of obtaining such permissions, clearances, licenses, approvals or sanctions, the Lead Member shall act on their own. However on request of the Lead Member, the Consortium member 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 Residential Project including permissible commercial & institutional development project.
- 6.3 That during the term of the development/construction if any problem or obstruction from any Govt. Department or some other allottees/claimants is created, and the construction is halted then in that case it shall be duty of the Lead Member 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 Consortium member. The Lead Member shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the earliest.

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Authorised Signatory


Ravi Maurya





- 6.4 That all the material facts and the truthful history regarding the title of the land in question has been disclosed by the consortium Member to the Lead Member and in case of any deficiency or loss of land on any account including cropping up of fresh material facts, which is noticed, observes and comes to the knowledge of the Lead Member after the execution of the Agreement, then the consortium Member shall be responsible to rectify the defect.
- 6.5 The Lead Member 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. Lead Member shall get the brochures printed and advertise the project in the media and by other means at its costs. Consortium member shall not interfere in day to day working in marketing and the sale of the stocks. The suggestion of the Consortium member shall be honoured by Lead Member.
- 6.6 The rate of the units shall be decided mutually between both the parties. The Lead Member shall be authorized to accept and receive the booking amounts, advance, earnest money, installments and final consideration and issue receipts thereof from the intending buyer(s) and the same shall be deposited in Joint RERA Collection Account opened by both the parties in any Bank. The share of the Consortium member shall be transferred to Consortium member's account from the net collection (Net collection means that amount after deducting Govt. Indirect taxes collected from the customer).
- 6.7 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 Consortium member no. 2 and Lead Member. That the Consortium member shall be bound to execute the transfer Deeds/sale Deeds in favour of buyers of the project as recommended and nominated

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Authorized Signatory


Tamar Ravi Marup



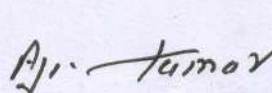


by the Lead Member after its satisfaction regarding payment in respect of that unit.

- 6.8 That the Lead Member 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 Lead Member due to which some damages/penalty/charge has been imposed by any Government/Non-Government authority on the said Land of the Residential Project including permissible commercial & institutional development, then the Consortium member shall not be liable to pay/reimburse the said damage/penalty/ charge.
- 6.9 That the Lead Member 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 Lead Member 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.
- 6.10 That the Lead Member shall be free to get the Residential Project including permissible commercial & institutional development approved from Banks and financial institutions in order to facilitate the financial by intending purchaser/s of Units. Consortium member and Lead Member shall issue permission to Mortgage, enter into Tripartite Agreement under their own signatures.
- 6.11 All cases/Litigations, civil, criminal, consumer pertaining to the delay in development, construction, labour or workmen disputes shall be defended by the Lead Member at its own cost and expenses. The Lead Member shall abide and comply with all labour laws and Minimum Wages Act and be responsible for any accident

ORO REAL INFRA LLP


Authorised Signatory

 Ravi Mawari





at the development site. Consortium member shall not be responsible for that.

- 6.12 That after the execution of this agreement or on mutually decided time between parties, the lead member shall have right to enter in to the said project land for development of the said project. Land is not being transferred by this agreement.
- 6.13 The cost of stamping, registration etc. of this AGGEMENT and any other paper pertaining to this AGGEMENT shall be borne by the Lead Member.

7. TERM OF COMPLETION

- 7.1 The Lead Member undertakes to launch the plotted area by January 2022 and complete the development and sale of the plotted area of the project on or before 31st day of July 2024 and launch the Group Housing Project on or before Diwali 2022 and complete the construction and 95% sale of the group housing by Diwali 2026. Complete the construction and 100% collection of 95% sale of commercial complex on or before Diwali 2025.
- 7.2 If the Lead Member could not complete the development and sale of the project of plotted area, group housing and commercial complex within the prescribed period due to any reason subject to force majeure conditions and stop of work or installment of bank due to deficiency in title of consortium member, then they have to pay the interest @ 9% per annum for 6 months and thereafter @ 12% p.a. for further 12 months on entire balance share of sale proceed of the project as per prevailing rate of that time. If the Lead Member is unable to pay even after this time of 12 months the dues of Consortium Members along with interest then the Lead Member has to compulsorily assign all the future payments/cash inflows to be received of from the buyers/investors/ brokers and has to assign their share in the

ORO REAL INFRA LLP


Authorised Signatory

Aj. Kumar Ravi Maurya

KM

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unsold developed/ undeveloped stock or partly paid stock to the Consortium Member. To this the Lead Member specifically agrees.

8. GENERAL TERMS AND CONDITIONS:

8.1 **GOVERNING LAW:** This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

9. **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God, Lockdown and Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.

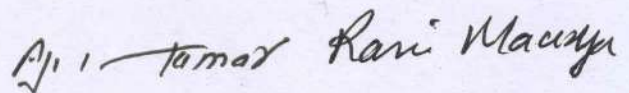
10. SETTLEMENT OF DISPUTES:

10.1 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 writing.

10.2 In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Consortium Member and the Lead Member/Lead Member. The Arbitration proceedings shall be governed by the Arbitration and Conciliation

ORO REAL INFRA LLF


Authorised Signatory



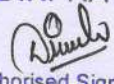




Act, 1996 (As Amended) and shall be held in Lucknow, India. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

11. **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.
12. **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises, terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Consortium Agreement.
13. **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the Lucknow Development Authority and Government of Uttar Pradesh.
14. **NOTICES:** Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

ORO REAL INFRA LLP


Authorized Signatory

P.J. Tomar Hari Maurya

KM

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15. **MODIFICATION AMENDMENT:** The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh or any authority and mutually agreed by the consortium members and Lead Members. Further, addendum agreement may be prepared/executed with the mutual consent of consortium members and lead member as and when required during the project. Any supplementary agreement/addendum, MOU or any other document executed between lead member and consortium members, shall be treated as part and parcel of this registered consortium agreement and binding upon all the parties.
16. **TERMINATION OF CONSORTIUM AGREEMENT:** This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-
- (ii) In case the amount of sale proceeds of the units, land, building, residential/commercial are not deposited in the RERA Collection Account or are misappropriated in any other way.
 - (iii) In case the spirit of this consortium is violated in any way.
 - (iv) That the consortium agreement gets terminated due to violation/part violation of any clauses of this agreement.
 - (v) The Consortium Agreement shall be valid and enforceable till the completion of the Project subject to the conditions mentioned above.

17. **LOSS AND DAMAGES**

That the Lead Member hereby undertakes and guarantee and keep indemnify the consortium members to complete the project to the full satisfaction and time frame as decided between the parties. The Lead Member has deposited interest free Guarantee

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Authorised Signatory

Mr. Tumar Ravi Mawar

KM

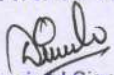
AB

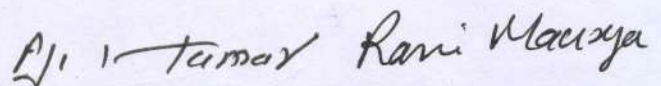
money which shall be refunded by the Consortium Member to Lead Member as per terms of this agreement.

19. MISCELLANEOUS/ LIABILITY:

- i. That since Consortium Members are not involved in the construction and development activities therefore all the responsibility for compliance as well as any liability towards Labour laws, Service Tax / GST, PF and ESI and other applicable laws shall be the sole responsibility of Lead Member and to this Lead Member Specifically agrees to.
- ii. That since Consortium Members are not involved in the construction and development activities therefore for all the responsibility for compliance as well as any kind of liability that may arise during the pendency of consortium agreement or after the completion of the project undertaken under the consortium towards Labours as well as safety & compensation of labourers and workers engaged by the Lead Member at the subjected land or otherwise shall be the sole responsibility of the Lead Member. Lead Member shall always maintain requisite records of the same, and all these shall be the sole responsibility of Lead Member and to this Lead Member Specifically agrees to inform and aware to the Consortium Member for the prevailing market rates and sale proceeds of the project at all-time till the completion of the project.
- iii. That Lead Member hereby specifically agrees that under the present consortium to it Lead Member does not have any power or right to assign, pledge, or alienate its rights that have been created by the consortium agreement to any other person.
- iv. That all the bookings and marketing or advertisement of any construction of the project shall commence only after prior written consent of Consortium Member and all the proposed advertisement and marketing material, contents of it, agreements,

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Authorised Signatory





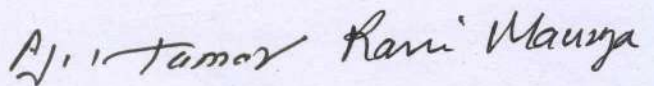


letter and agreements of all kinds and any kind that are proposed to be issued to the proposed buyers or otherwise and proposed to be released in the market as advertisement or otherwise has to be submitted for approval and shall be approved within 3 working days by CONSORTIUM MEMBER and Consortium Members in writing before the same could be publicized or released to public.

- v. It is hereby agreed and declared that any separate supplementary agreement shall be treated as part and parcel of this agreement and in case of any conflict in the terms of supplementary agreement or otherwise, this agreement shall prevail over all and any other agreements that may be or may have been agreed upon.
- vi. If any of the parties wants to retain some developed units in its share, may retain but after giving written information to other and the other party shall be entitled to retain the number of units in proportionate to their share and the other party shall be at liberty to either hold or sale out those units with 100% share.
- vii. In case of future sale of any club house or such kind facility the same shall be first offered to CONSORTIUM MEMBER for purchase of the same at a price 20% less than prevailing market rates and CONSORTIUM MEMBER has the first right to refusal. In case of such club or facility is sold off in the market, the profit /sale proceeds of the same shall be shared in equal ratio.
- viii. That all cost, stamp duty, registration fee and other charges etc liveable in respect of any Transfer Deed of the said Land or any portion thereof including this AGREEMENT shall be borne by the Lead Member or prospective flat buyers as the case may be.
- ix. 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 Lead Member.
- x. That the Lead Member shall execute buyers Agreement in its name. In case, any suit, consumer complaint, UP RERA

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Authorised Signatory







भागीदारी विलेख

ही सं०: 4

रजिस्ट्रेशन सं०: 146

वर्ष: 2021

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 100 योग : 200

श्री ओरो रियल इन्फ्रा एलएलपी द्वारा
दिनेश कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री के एल पाण्डेय
व्यवसाय : व्यापार
निवासी: 14 ए पी सेन रोड लेबर ऑफिस के बगल लखनऊ



श्री. ओरो रियल इन्फ्रा एलएलपी द्वारा

दिनेश कुमार अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
28/07/2021 एवं 03:34:32 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश्वर प्रसाद -
उप निबंधक : सदर प्रथम
लखनऊ
28/07/2021
गौरव मिश्रा -
निबंधक लिपिक

प्रिंट करें



Complaints, criminal complaint or any other legal proceedings are preferred by the prospective buyers, the Lead Member shall alone be liable and responsible for the same and under no circumstances, the Consortium Member shall be liable and if Consortium Member is called upon to defend any damages or monies are required to be paid by the Consortium Member, same shall be payable by the Lead Member and the Lead Member shall keep the Consortium Member indemnified at all times.

- xi.** That the Lead Member shall be under the obligation to provide all the relevant information during and after the construction is completed to the Consortium Member.
- xii.** That on successful completion of the construction of the Residential Project including permissible commercial & institutional development, Lead Member shall intimate the Consortium Member in writing about the completion of the project and shall submit a certificate of completion from the competent authority.
- xiii.** The Parties agrees that in case the FSI or FAR is increased or any additional FSI/FAR is permitted by the appropriate authorities on purchasable basis, during or after completion of the project, then all costs & expenses for purchase of additional FSI, shall be borne and paid by Consortium member and such additional area/FAR/FSI shall also be shared in the same ratio/manner as stipulated herein. The development/construction of such area shall be the exclusive liability of Second Party/Developer.

18. INDEMNIFICATION

- i.** 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 Consortium Member to the Lead Member and vice versa and if in case of any deficiency or loss of land on any account including cropping up of fresh material facts not

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Authorised Signatory


Tomy Rani Marup





सुश्री ऐश्वर्या मौर्या, पुत्री श्री अजीत कुमार मौर्या

निवासी: बी -1/5, एल पार्क महानगर विस्तार लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1

श्री इजहारल हक सिद्दीकी, पुत्र श्री कमरुल हक सिद्दीकी

निवासी: हाउस नं 20, बिहाइंड कैरियर कान्वेंट स्कूल
सेक्टर 10, विकास नगर लखनऊ

व्यवसाय: नौकरी



पहचानकर्ता : 2

श्री बेंकट रमन सिंह, अधिवक्ता

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेंद्र प्रसाद -

उप निबंधक : सदर प्रथम

लखनऊ

गौरव मिश्रा -

निबंधक लिपिक

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

प्रिंट करें



disclosed comes to the knowledge of any Party after the execution of the Agreement, then the consortium members shall be responsible to rectify the defect at its cost and expenses. Due to any defect in title the construction work stops/release of retail loans from Banks or financial institutions against individual units, lead member shall be entitled for extension in time for that period.

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

19. NOTICES

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

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Authorised Signatory

Pr. Kumar Ravi Maurya

KM

AM

बही सं०: 4

रजिस्ट्रेशन सं०: 146

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त भागीदार: 1

श्री ओरो रियल इन्फ्रा एलएलपी के द्वारा दिनेश कुमार ,
पुत्र श्री के एल पाण्डेय

निवासी: 14 ए पी सेन रोड लेबर ऑफिस के बगल लखनऊ

व्यवसाय: व्यापार

भागीदार: 2

Diwesh



श्री अजीत कुमार मौर्या, पुत्र श्री स्व० गिरीश चन्द्र मौर्या

निवासी: बी -1/5, एल पार्क महानगर विस्तार लखनऊ

व्यवसाय: व्यापार

भागीदार: 3

Ajit Kumar



श्री अजीत ब्रिक फील्ड द्वारा प्रोप्राइटर के द्वारा अजीत
कुमार मौर्या , पुत्र श्री स्व० गिरीश चन्द्र मौर्या

निवासी: बी -1/5, एल पार्क महानगर विस्तार लखनऊ

व्यवसाय: व्यापार

भागीदार: 4

Ajit Kumar



श्री अजीत कंस्ट्रक्शनस पार्टनरशिप फर्म द्वारा पार्टनर के
द्वारा अजीत कुमार मौर्या , पुत्र श्री स्व० गिरीश चन्द्र मौर्या

निवासी: बी -1/5, एल पार्क महानगर विस्तार लखनऊ

व्यवसाय: व्यापार

भागीदार: 5

Ajit Kumar



श्रीमती रानी मौर्या, पत्नी श्री अजीत कुमार मौर्या

निवासी: बी -1/5, एल पार्क महानगर विस्तार लखनऊ

व्यवसाय: व्यापार

भागीदार: 6

Rani Maurya



सुश्री एकता मौर्या, पुत्री श्री अजीत कुमार मौर्या

निवासी: बी -1/5, एल पार्क महानगर विस्तार लखनऊ

व्यवसाय: व्यापार

Ekta



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:

LEAD MEMBER:

Attn. : Dinesh Kumar
Address : 503, 5th Floor, Eldeco Corporate
Tower, Vibhuti Khand, Gomti Nagar,
Lucknow
Email : dineshpandey@oroconstructions.in

CONSORTIUM MEMBER :

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

IN WITNESS WHEREOF the lead member and consortium members have executed this agreement on this 28th day of July of 2021 at Lucknow and have caused this consortium agreement to be signed on their manner in the manner set out below.

WITNESSES:



1.
(Ijharul Haq Siddiqui)
Son of Sri Kamrul Haq Siddiqui
R/o House No. 20, Behind Carrier
Convent School, Sector-10,
Vikas Nagar, Lucknow
Mob-9792102346
Occupation-Service



2.
(Benkat Raman Singh)
Advocate
Civil Court, Lucknow

Typed & Drafted By:-

(Benkat Raman Singh)
Advocate

ORO REAL INFRA LLP

Authorised Signatory

Lead Member

Consortium Members

आवेदन सं०: 202100821044864

पृथी संख्या 4 जिल्द संख्या 642 के पृष्ठ 363 से 396 तक क्रमांक
146 पर दिनांक 28/07/2021 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेन्द्र प्रसाद -

उप निबंधक : सदर प्रथम

लखनऊ

28/07/2021

प्रिंट करें

