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उत्तर प्रदेश UTTAR PRADESH



SHASHI KANT MISHRA
 ADVOCATE
 Mobile No. 738888609

ATTESTED

DD 861960

01 FEB 2017

CONSORTIUM ADDENDUM AGREEMENT

This Agreement is made and executed at Lucknow on this 17th day of February, of 2017 By

PINTAIL REALTY DEVELOPERS PVT. LTD. (Formerly known as ARINDAM SEKHAR GARMENTS MARKETING PVT. LTD.), a company incorporated under the Companies Act, 1956, having its principal place of business at 705, 706, 707 & 708, 7th Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow, (hereinafter referred to as the "PRDPL", which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns), through its authorized signatory Dheeraj Singh son of Sri Bhanu Pratap Singh resident of 614/175, Preeti Nagar, Madiyao, Annaapulya, Sitapur Road, Lucknow.

PINTAIL REALTY DEVELOPERS PVT. LTD.



Authorized Signatory

Contd.....

क्रमांक २४३५ दिनांक १७-२-१७
प्रयोजन विभाग
नाम पि-२म रिथर्वी जामुन ७।१०
पता
छविराज सिंह लो १० २६
31-3-2020 कलेक्टर, लखनऊ



भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला।

उप-निबन्धक तृतीय कम सं० 2326

लखनऊ

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 17-Feb-2017

प्रस्तुतकर्ता या प्रार्थी का नाम पिनटेल रियल्टी डेवलपर्स प्रा.लि.द्वारा अधि.ह.धीर

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 0.00 / 0.00

1. रजिस्ट्रीकरण शुल्क 100.00
2. प्रतिलिपिकरण शुल्क 60
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग 160.00

शुल्क वसूल करने का दिनांक 17-Feb-2017

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 17-Feb-2017

रजिस्ट्रार जनरल

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



भारत सरकार
GOVERNMENT OF INDIA



Dheeraj Singh

धीरज सिंह

जन्म तिथि/DOB:

11-07-1991

पुरुष / MALE



4443 5727 9735

आधार - आम आदमी का अधिकार

Handwritten signature



आधार

पता

S/O भानु प्रताप सिंह, 61/175 प्रीती
नगर, मदिआओ, बन्नापुलिया, सीतापुर
मार्ग, विकास नगर, लखनऊ,
उत्तर प्रदेश-226022

Address:

S/O, Bhanu Pratap Singh, 61/175
Preeti Nagar, Madiyao, Annaapuliya,
Sita Pur Road, Vikas Nagar, Lucknow,
Uttar Pradesh-226022



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001



BAR COUNCIL OF UTTAR PRADESH
15, JALAN AGAR, NEW DELHI, INDIA - 110 002

Secretary
Shri. V.L. Mishra
General Secy.
Bar Council of U.P.
15, Jalan Agar, New Delhi, India - 110 002

President
Shri. Mahesh Chandra Mishra
15, Jalan Agar, New Delhi, India - 110 002

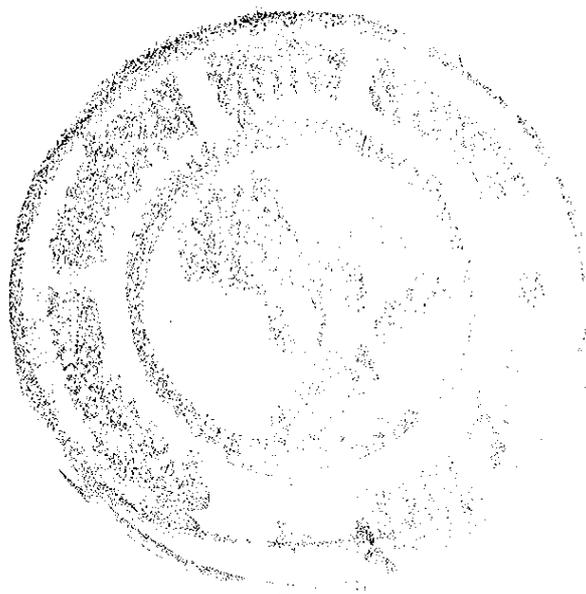
Member Secy.
Shri. Mahesh Chandra Mishra
15, Jalan Agar, New Delhi, India - 110 002

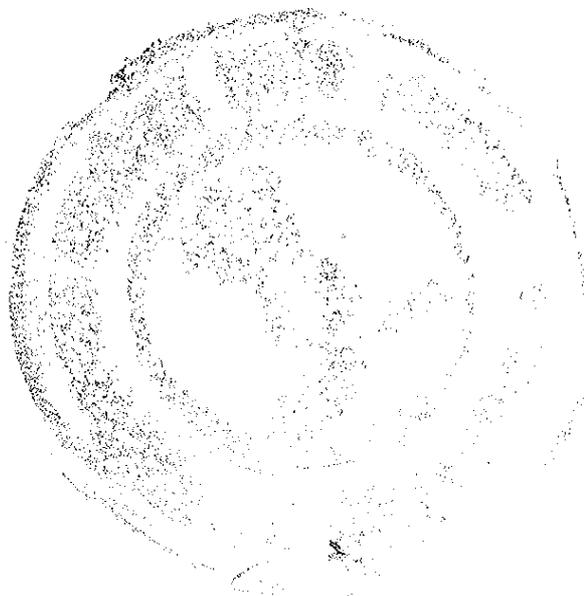
Enrollment On
25/08/2008



[Signature]
Secretary
Bar Council of U.P.

[Handwritten Signature]
Adv.





(2)

PINTAIL REALTY DEVELOPERS PVT. LTD. was previously running under the name and style of **ARINDAM SEKHAR GARMENTS MARKETING PVT. LTD.**, which has been changed by Registrar of Companies, Ministry of Companies, Kolkata on 26.02.2016 and the name of **ARINDAM SEKHAR GARMENTS MARKETING PVT. LTD.** has also been replaced with **PINTAIL REALTY DEVELOPERS PVT. LTD.** in records of Lucknow Development Authority, Lucknow vide Letter No. 336/EE/HTIG/16 dt. 30.08.2016.

WHEREAS the above mentioned company has entered and executed two separate CONSORTIUM MOU for forming a Consortium of Developer Companies with the object of integrated Township in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh for selection of Private Developer for development of Integrated Township in the State of Uttar Pradesh. Both the said CONSORTIUM MOU are duly registered in the office of Sub Registrar-III, Lucknow vide Bahi No. 4 Jild No. 442 Pages 65 to 112 Sl.No. 699 on dt. 14.10.2015 & vide Bahi No. 4 Jild No. 443 Pages 217/252 Sl.No. 740 on dt. 02.11.2015 respectively. The Consortium MOU dated 02.11.2015 is the part of Consortium MOU dated 14.10.2015.

The Consortium MOU dated 14.10.2015 & Consortium MOU dated 02.11.2015, which is submitted in the office of Lucknow Development Authority.

WHEREAS PINTAIL REALTY DEVELOPERS PVT. LTD. (Formerly known as ARINDAM SEKHAR GARMENTS MARKETING PVT. LTD.) and the other Consortium Members have been entering into a Consortium Agreement with the object of development of Integrated Township in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh for selection of Private Developer for development of various complexes including but not limited to Integrated Township in the State of Uttar Pradesh.

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

1. Lead Member:

- 1.1 All the Consortium members mutually decided to appoint **PINTAIL REALTY DEVELOPERS PVT. LTD. (Formerly known as ARINDAM SEKHAR GARMENTS MARKETING PVT. LTD.)**, as Private Developer and Lead Member.

PINTAIL REALTY DEVELOPERS PVT. LTD.

Authorized Signatory

Contd.....



2. **Aim and Scope of Consortium Agreement:**

- 2.1 The sole aim of this Consortium Agreement is for the development of Integrated Township in the State of Uttar Pradesh.
- 2.2 The Lead Member shall prepare and submit a joint proposal for the selection of the Developer Consortium to design, develop, finance, construct, sell, operate and maintain the said properties.

3. Shareholding basis in Consortium:

- 3.1 **PINTAIL REALTY DEVELOPERS PVT. LTD. (Formerly known as ARINDAM SEKHAR GARMENTS MARKETING PVT. LTD.)** shall act as a lead member of the Consortium.
- 3.2 The Shareholding of the members of the consortium shall be mutually decided later on.

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

The Consortium shall act as a Private Developer as per definition of Lucknow Development Authority and arrange for Land and finances for the project.

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

- 5.1 Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by the Consortium.
- 5.2 The Consortium shall raise loans from the Financial Institution/Banks 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.
- 5.3 Upon completion of the Project any profit and loss shall be shared by the Consortium members in ratio of their shareholding.

6. **GENERAL TERMS AND CONDITIONS:**

- 6.1 **GOVERNING LAW:** This Consortium **ADDENDAM** 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

Contd.....

PINTAIL REALTY DEVELOPERS PVT. LTD.

Authorized Signatory

विक्रय अनुबंध विलेख

प्रतिफल 100.00 60 160.00 12
फीस रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या

पिनटेल रियलटी डेवलपर्स प्रा.लि.द्वारा अधि.ह.धीरज सिंह
भानुप्रताप सिंह
पुत्र श्री
व्यवसाय प्राईवेट नौकरी
निवासी स्थायी 614/175 प्रीतीनगर मड़ियांव लखनऊ
अस्थायी पता
ने यह लेखपत्र इस कार्यालय में दिनांक 17/2/2017
बजे निबन्धन हेतु पेश किया।

समय 3:25PM



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनुपम सिंह
उप-निबन्धक तृतीय
लखनऊ
17/2/2017

निष्पादन लेखपत्र वाद सनने व समझने के लिए
प्रथम पक्ष

द्वितीय पक्ष

पिनटेल रियलटी डेवलपर्स प्रा.लि.द्वारा
अधि.ह.धीरज सिंह
पुत्र श्री भानुप्रताप सिंह
पेशा प्राईवेट नौकरी
निवासी 614/175 प्रीतीनगर मड़ियांव लखनऊ



ने निष्पादन स्वीकार किया।

जिनकी पहचान सम्राट मिश्रा एड.

पेशा वकालत

निवासी सिविलकोर्ट लखनऊ

व राहुल सिंह
देशराज सिंह

पेशा नौकरी

निवासी 278 पारा आलमनगर लखनऊ

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनुपम सिंह
उप-निबन्धक तृतीय
लखनऊ
17/2/2017

Consortium Agreement and the said laws the later shall prevail.

- 6.2 **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium **ADDENDAM** Agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation' to war, civil commotion riots, Act of God, Government action. In the event of force majeure, the member of the Consortium Agreement undertakes to consult each other.
- 6.3 **SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this Consortium **ADDENDAM** 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.
- 6.4 **WAIVER:** The waiver of any member of any breach of any terms of this Consortium **ADDENDAM** Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 6.5 **TOTALITY;** This Consortium **ADDENDAM** 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 **ADDENDAM** 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 **ADDENDAM** Agreement. This Consortium **ADDENDAM** Agreement also supersedes all previous communications and other consortium **ADDENDAM** agreement between the members written or oral for this project.
- 6.6 **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of this Consortium **ADDENDAM** Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as

प्रथम पक्ष

Registration No.: 79

Year : 2,017

Book No. : 4

0101 पिनटेल रियलटी डेवलपर्स प्रा.लि.द्वारा अधि.ह.धीरज सिंह

भानुप्रताप सिंह

614/175 प्रीतीनगर मड़ियांव लखनऊ

प्राईवेट नोकरी



strictly confidential by the other members and shall not be share by any other outside agency except the Government of Uttar Pradesh.

6.7 **NOTICES:** Any notice required pursuant to this Consortium **ADDENDAM** 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 **ADDENDAM** Agreement.

6.8 **MODIFICATION AMENDMENT:** The terms and conditions of this Consortium **ADDENDAM** Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

VALIDITY:

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

- Rejection of our proposal by the Government of Uttar Pradesh.
- Upon Completion of the Project.

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

6.10 **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 **ADDENDAM** Agreement between the members. In no event shall the members of this Consortium **ADDENDAM** 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 **ADDENDAM** Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/members for any indirect, incidental, special or consequential damages however caused, whether as a

गवाह

Registration No.: 79

Year : 2017

Book No. : 4

W1 सम्राट मिश्रा एड.

सिविलकोर्ट लखनऊ

वकालत



W2 राहुल सिंह

देशराज सिंह

278 पारा आलमनगर लखनऊ

नौकरी



consequences of the negligence of the 'one member or otherwise. This CONSORITUM **ADDENDAM** AGREEMENT will be the part of CONSORITUM AGREEMENT No. 740 on dt. 02.11.2015.

IN WITNESS WHEREOF THE MEMBERS HAVE EXECUTED THIS CONSORITUM **ADDENDAM** AGREEMENT ON THIS 17th DAY OF FEBRUARY, 2017 AT LUCKNOW AND HAVE CAUSED THIS Consortium Agreement to be signed on their manner in the manner set out below.

WITNESSES : 

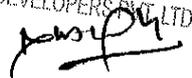


1. *Dheeraj Singh*
Advocate
Civil court
Lucknow

Signature

PINTAIL REALTY DEVELOPERS PVT. LTD.

(Dheeraj Singh)
Authorized Signatory


Authorized Signatory

PINTAIL REALTY DEVELOPERS PVT. LTD.



2. *Rahul Singh*
86 Deshraj Singh
270 Para Alam Nagar
Lucknow.



Typed by
Sonu
(Sonu Balaji)

Drafted by


(Shashikant Mishra)
Advocate
Collectorate, Lucknow

आज दिनांक 17/02/2017 को

वही सं. 4 जिल्द सं. 497

पृष्ठ सं. 47 से 58 पर क्रमांक 79

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



अनुपम सिंह

उप-निबन्धक तृतीय

लखनऊ

17/2/2017

