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133/22



उत्तर प्रदेश UTTAR PRADESH

ATTESTED ATTESTED

BD-401090



Ward-Lohia Nagar

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 24th Feb 2020.

BETWEEN

1. **Excella Premio infra LLP.** A company incorporated under the Companies Act 1956 having its registered office at 2/345 Vikas khand-2, Gomti Nagar, Lucknow. through its Authorized Signatory Mr. Haresh Mishra Son of Shri Bhanu Prasad Mishra.

For Excella Premioinfra LLP

ESS AAR PROPERTIES

SUN COMPOSITES LLP



Haresh
Auth. Sign.

Authorized Signatory

Authorized Signatory

SANKALPSIDHI SMART CITY LLP

Beyond Heights Infracity Pvt. Ltd.

Authorized Signatory

Authorized Signatory

क्रमांक 11005 दिनांक 24.2.2020
प्रयोजन रामसिमा डिमिहवस्त्रा LLP
नाम लखनऊ
पत्रा उदिराज सिंह लाठ नं० 26
31-3-2020 कोलेस्टे लखनऊ



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

MISHRA HARESHKUMAR BHANUPRASAD
BHANUPRASAD DEVNARAYAN
MISHRA
31/12/1984

Permanent Account Number
CQFPM2802M

Hareesh
Signature



Hareesh

भारत सरकार
GOVERNMENT OF INDIA

अनुज कुमार गुप्ता
Anuj Kumar Gupta
जन्म वर्ष/YoB:1984
पुरुष Male

9278 3754 7765

आधार - आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O सुरज प्रसाद गुप्ता,
१३८२, आकृति, सेक्टर - ४,
एलडि को उद्यान - २
रायबरेली रोड, लखनऊ,
लखनऊ
उत्तर प्रदेश, 226024

Address:
S/O Suraj Prasad Gupta, 1382,
AAKRITI, SECTOR - 4, ELDECO
UDYAAN - 2 RAIBARELY ROAD,
LUCKNOW, Lucknow
Uttar Pradesh, 226024

Aadhaar - Aam Aadmi ka Adhikar

भारत सरकार
Government of India

अजय श्रीवास्तव
Ajay Srivastava
जन्म तिथि/DOB: 15/12/1977
पुरुष/ MALE

6217 8395 4658
VID : 9168 6898 8103 6838

मेरा आधार, मेरी पहचान


भारतीय विधिक सहायता प्राधिकरण
Unique Communication Authority of India

पता:
हृदय नारायण श्रीवास्तव, खसरा न.384, हाउस न.43,
अनन्या एस्टेट अहममऊ, लो कलाज के पास, सुल्तानपुर
मार्ग, अहममऊ, लखनऊ,
उत्तर प्रदेश - 226002

Address:
C/O Hriday Narayan Srivastava, Khasra
No.384, House No.43, Ananya Estate
Ahmamau, Near Law Collage, Sultanpur
Road, Ahmamau, Lucknow,
Uttar Pradesh - 226002

6217 8395 4658
VID : 9168 6898 8103 6838

1947 | help@uidai.gov.in | www.uidai.gov.in

 **LUCKNOW BAR ASSOCIATION**
LUCKNOW
Ph: 0522-2615788 Website: www.lucknowbarassociation.com

LAWYER'S PROFESSIONAL IDENTITY CARD

Enrolment No : U.P. 04324/2008

Member's Name : **SAMRAT MISHRA**


Father's Name : Late K. L. Mishra

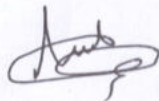
Date of Birth : 04-08-1980

Address : 555Ga/128, Subhash Nagar,
Alambagh, Lucknow.

Ledger Number : S-583

Mobile Number : 9453220710


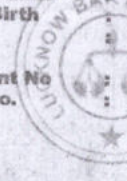

Jitendra Singh Yadav "Jestu"
Gen. Secretary



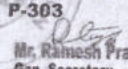
LUCKNOW BAR ASSOCIATION
LUCKNOW

www.lucknowbarassociation.org Mob.:9839531205

LAWYER'S PROFESSIONAL IDENTITY CARD

Member's Name : **Pawan Kumar Tiwari**
Father's Name : **Mr. Madhav Raj Tiwari**
Date of Birth : **25.03.1984**
Address : **538-B/270, Shiv Nagar,
Khadra, Lucknow.**
Enrollment No : **UP-13498/10**
Ledger No. : **P-303**


Mr. Ramesh Prasad Tiwari
Gen. Secretary
Lucknow Bar Association, Lucknow

Pawan

7309640578

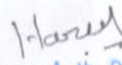
AND

2. **Essaar Properties.** A company incorporated under the Companies Act, 1956 having its registered office at Shop No-20-21, Ground Wedding Shock, Pitampura, Delhi, through its Authorized Signatory Mr. Ajay Srivastava Son of Mr. Late Hriday Narayan Srivastava.
3. **Sun Composites LLP.** A company incorporated under the Companies Act, 1956 having its registered office at G-40, Basement, Jangpura Extn., Birbal Park, New Delhi, through its Authorized Signatory Mr. Ajay Srivastava Son of Mr. Late Hriday Narayan Srivastava.
4. **Sankalp Siddhi Smart City LLP.** A company incorporated under the Companies Act, 1956 having its registered office at 3/229, Vishwas khand, Gomti Nagar, Lucknow through its Authorized Signatory Mr. Anuj Kumar Gupta S/o Suraj Prasad Gupta
5. **Beyond Heights Infracity Private Limited.** A company incorporated under the Companies Act, 1956 having its Branch office at 6/242, Vikas Nagar, Lucknow through its Authorized Signatory Mr. Ajay Srivastava Son of Mr. Late Hriday Narayan Srivastava.
6. **Mr. Anuj Kumar Gupta** S/o Suraj Prasad Gupta Address-1382, Aakriti Sector-4, Eldeco Udyaan-2, Raibarely Road, lucknow

Party No. 1 is a Lead Developer and Party No.2 to 6 hereinafter referred to as CONSORTIUM MEMBER, which expression unless repugnant to the context or meaning thereof, be deemed to include its authorized representatives, wholly owned subsidiaries and the permitted assigns.

Whereas both the above mentioned parties entered and executed this CONSORTIUM AGEEMENT for forming a consortium with the object of development of integrated Township situated at Village- Sarsawa, Pargna-Lucknow, Tehsil-Sarojini Nagar and District Lucknow and for submitting the proposal to the Government of Uttar Pradesh/Development Authority for Selection of Private Developer for

For Excelia Premioinfra LLP


Auth. Sign.

ESS AAR PROPERTIES


Authorised Signatory

SUN COMPOSITES LLP



Authorised Signatory

SANKALP SIDDHI SMART CITY LLP


Authorised Signatory

Beyond Heights Infracity Pvt. Ltd.


Authorised Signatory



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SUN COMPOSITES LLP
Authorized Signatory

[Handwritten signature]

[Handwritten signature]

development of Township/integrated township situated at Village-Sarsawa, Pargna-Lucknow, Tehsil-Sarojini Nagar and District Lucknow.

And whereas the project Land admeasuring approx 11.25 acre is owned by all parties to the extent of their respective shares as described in their registered sale deed

And whereas the Lead Member and consortium member authorized to amend/modify the terms and conditions of the consortium agreement and add or retire any member from consortium agreement.

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

1. LEAD MEMBER

1.1 We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be Excella Premio infra LLP.

1.2 All consortium members mutually decided to appoint Excella Premio infra LLP. As Private Developer and Lead member.

2. NAME OF PROJECT

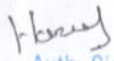
2.1 Residential project to be developed by Lead member on said Land being subject matter of this agreement shall be named and shown as "**EXCELLA RESORTICO**"

3. AIM AND SCOPE OF CONSORTIUM AGREEMENT

3.1 The sole aim of this Consortium Agreement is for the development of the township/integrated township in the Village- Sarsawa, Pargna-Lucknow, Tehsil-Sarojini Nagar and District Lucknow

3.2 The Lead Member shall solely by its signature prepare and submit a joint proposal for the selection of the developer consortium for development of township and shall design, develop, finance, construct, sell, operate and maintain the said properties of other consortium members.

For Excella Premioinfra LLP


Auth. Sign.

SANKALPSIDHI SMART CITY LLP


Authorized Signatory

ESS AAR PROPERTIES


Authorized Signatory

SUN COMPOSITES LLP


Authorized Signatory

Beyond Heights Infracity Pvt. Ltd.


Authorized Signatory



THE BOARD OF DIRECTORS OF THE
UNITED STATES DEPARTMENT OF AGRICULTURE
AND FOREST SERVICE
WASHINGTON, D. C. 20250
OFFICE OF THE ASSISTANT SECRETARY
FOR LAND MANAGEMENT
WASHINGTON, D. C. 20250

MEMORANDUM FOR THE ASSISTANT SECRETARY FOR LAND MANAGEMENT

TO: ASSISTANT SECRETARY FOR LAND MANAGEMENT
FROM: [Name]
SUBJECT: [Subject]

1. [Text]
2. [Text]
3. [Text]

4. [Text]
5. [Text]
6. [Text]

7. [Text]
8. [Text]
9. [Text]

10. [Text]
11. [Text]
12. [Text]

13. [Text]
14. [Text]
15. [Text]



16. [Text]
17. [Text]
18. [Text]

19. [Text]
20. [Text]
21. [Text]

3.3 The Lead Member can only execute sale deed of the land it has in its own name and not of the other member of the consortium.

4.PROJECT MANAGEMENT STRUCTURE AND RULES OF THE MEMBERS:-

4.1 That the Excella Premio infra LLP. Consortium shall act as a Private Developer as per definition of Lucknow Development Authority/concerning authority arrange for land and finances for the project. No Land is being transferred by this agreement.

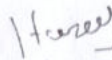
5. FUNDING AND BASIS OF SHARING THIS EXPENDITURE AND REMTINERATION

5.1 That it is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be as delineated in "Appendix I" (in line with past experience of members and the lead Partner shall be responsible for the project Management) to this agreement. it is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the contract.

5.2 That the Excella Premio infra LLP. Consortium shall raise loans from the Financial Institution/Banks for the project and any short fall in the financing of the project shall be contributed by the consortium members as per their mutual settlement /agreement.

5.3 That the during and completion of the project, any revenues receipts and profit and loss shall be shared by the Excella Premio infra LLP as well as Consortium Members under the mutual settlement/agreement.


For Excella Premioinfra LLP


Auth. Sign.

SANKALPSIDDHI SMART CITY LLP

Authorized Signatory

ESS AAR PROPERTIES SUN COMPOSITES LLP


Authorized Signatory
Beyond Heights Infracity Pvt. Ltd.


Authorized Signatory


Authorized Signatory



THE BOARD OF DIRECTORS OF THE COMPANY HAS REVIEWED THE FINANCIAL STATEMENTS OF THE COMPANY FOR THE YEAR ENDED 31st MARCH 2014 AND HAS APPROVED THEM FOR RELEASE TO THE SHAREHOLDERS.

THE BOARD OF DIRECTORS OF THE COMPANY HAS REVIEWED THE FINANCIAL STATEMENTS OF THE COMPANY FOR THE YEAR ENDED 31st MARCH 2014 AND HAS APPROVED THEM FOR RELEASE TO THE SHAREHOLDERS.

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SUN COMPOSITES LLP
11/11/14



11/11/14

11/11/14

6 GENERAL TERMS AND CONDITIONS

6.1 GOVERNING LAW:- This Consortium Agreement shall in respect be construed in accordance with the Law of appropriate Government and also all amended law 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.

6.2 FORCE MAJEURE :- 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, Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other, but the member of this consortium deed are not responsible in any manner.

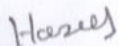
6.3 SETTLEMENT OF DISPUTES :- All members agree to settle amicably all disputed arising out of or concerning this Consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to the decided the matter according with law in Lucknow.

6.4 This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India and courts of Lucknow shall have exclusive jurisdiction in all matters arising there under.

6.5 WAIYER:- The waiver of any member of any breach of any terms to this Consortium Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be waiver of the subsequent breach.

6.6 TOTALITY:- This Consortium Agreement embodies the entire understanding of the members and there are no promises. Terms,

For Excella Premioinfra LLP


Auth. Sign.

ESS AAR PROPERTIES


Authorized Signatory

SUN COMPOSITES LLP


Authorized Signatory

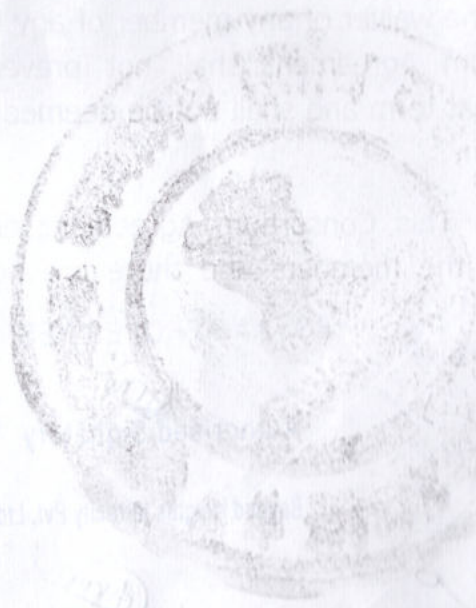
SANKALPSIDDHI SMART CITY LLP


Authorized Signatory

Beyond Heights Infracity Pvt. Ltd.


Authorized Signatory





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UN COMPOS 35 119

conditions or obligation, 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. This consortium agreement also supersedes all previous communications and other consortium agreement between the members written or oral for this project as well as for making an integrated township.

6.7 CONFIDENTIAL:- 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/integrated township shall be treated as strictly confidentially by the others members and shall not be share by any other outside agency except the Government of Uttar Pradesh/appropriate Government.

6.8 NOTICE :- Any notice required pursuant to this consortium agreement shall be give I writing and shall be delivered by hand under acknowledgement or send by facsimile to the party at the address appearing in the beginning of the consortium agreement.

6.9 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 this consortium members.

VALIDITY

6.10(D TERMTNATTON OF CONSORTIUM AGREEMENT:-

This Consortium agreement shall be terminated upon the arrival of the first of the following events:-

For Excella Premioinfra LLP

Hereby

Auth. Sign.

ESS AAR PROPERTIES

Authorised Signatory

SUN COMPOSITES LLP

Authorised Signatory

Beyond Heights Infracity Pvt. Ltd.

Authorised Signatory

SANKALPSIDDHI SMART CITY LLP

Authorised Signatory

आवेदन सं०: 202000821012795

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

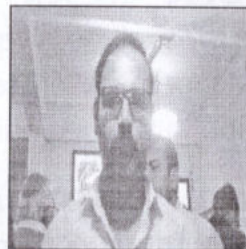
रजिस्ट्रेशन सं०: 133

वर्ष: 2020

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

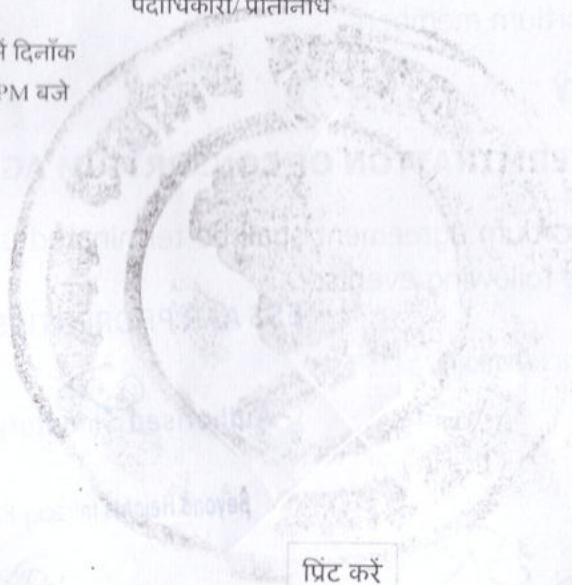
श्री एक्सेला प्रीमियोनइन्फ्रा एलएलपी द्वारा
हरेश मिश्रा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री भानु प्रसाद मिश्रा
व्यवसाय : नौकरी
निवासी: 2/345, विकास खण्ड-2, गोमती नगर, लखनऊ

Hareesh



श्री, एक्सेला प्रीमियोनइन्फ्रा एलएलपी द्वारा
हरेश मिश्रा अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
24/02/2020 एवं 04:10:09 PM बजे
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश प्रसाद

उप निबंधक :सदर तृतीय

लखनऊ

24/02/2020

राजेश देव सिंह

निबंधक लिपिक



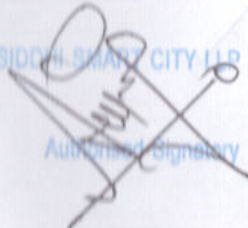


प्रिंट करें

- That the rejection of consortium lead member proposal by the Government of Uttar Pradesh and its other authorities.
- Upon Completion of the Project.
- That the object of consortium against law as well as having disqualification which is settled by law.
- (ii) The consortium agreement shall be valid and enforceable till the completion of the project.

6.11 MISCELLANEOUS/LIABILITY:-

Nothing in this shall be construed providing for the sharing of Profit and 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 be members of this consortium agreement has 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. No party shall be liable to the other party/members for any indirect. Incidental, special or consequential damages however caused, whether as a consequences of the negligence of the one member or otherwise.

IN WITNESS WHEREOF the members have executed this consortium Agreement on this 24th day of Feb, 2020 at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

For Excella Premloinfra LLP  Auth. Sign.	ESSAAR PROPERTIES  Authorised Signatory	SUN COMPOSITES LLP  Authorised Signatory
SANKALPSIDDHANT SMART CITY LLP  Authorised Signatory	Beyond Heights Infracity Pvt. Ltd.  Authorised Signatory	

आवेदन सं०: 202000821012795

बही सं०: 4

रजिस्ट्रेशन सं०: 133

वर्ष: 2020

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

प्रथम पक्ष: 1

श्री एक्सेला प्रीमियोनइन्फ्रा एलएलपी के द्वारा
हरीश मिश्रा, पुत्र श्री भानु प्रसाद मिश्रा
निवासी: 2/345, विकास खण्ड-2, गोमती नगर,
लखनऊ
व्यवसाय: नौकरी

Hareesh



प्रथम पक्ष: 2

श्री अजय श्रीवास्तव, अधि०ह०, एस्सार
प्रापर्टीज, सन कम्पो०एलएलपी,
बीएचआईपीएल, पुत्र श्री हृदय नारायण श्रीवास्तव
निवासी: 6/242, विकास नगर, लखनऊ
व्यवसाय: नौकरी

Ajay



प्रथम पक्ष: 3

श्री अनुज कुमार गुप्ता, स्वयं व अधि०ह० संकल्प
सिद्धी स्मार्ट सिटी एलएलपी, पुत्र श्री सूरज प्रसाद
गुप्ता
निवासी: 1382, आकृति सेक्टर-4, एनएच
उद्यान-2, रायबरेली रोड, लखनऊ
व्यवसाय: नौकरी

Anuj



ने निष्पादन स्वीकार किया। जिसकी पहचान
पहचानकर्ता : 1

श्री पवन तिवारी, पुत्र श्री माधवराज तिवारी

निवासी: कलेक्ट्रेट कोर्ट, लखनऊ

व्यवसाय: बकालत

Pawan



1. Common Seal Of..... has been affixed in my presence pursuant to the Board of Directors resolution dated.....

SIGNATURE.....

For Excella Premioinfra LLP

NAME.....

DESIGNATION.....

ESS AAR PROPERTIES

Auth. Sign.

SUN COMPOSITES LLP

Authorised Signatory

Authorised Signatory

2.

3.

4.

5.

ANKALPSIDDHI SMART CITY LLP

Authorised Signatory

Beyond Heights Infracity Pvt. Ltd.

Authorised Signatory

For and on behalf of Lead Member:

Name:.....

For Excella Premioinfra LLP

Designation:.....

Auth. Sign.

Date:.....

Seal:.....

WITNESSES:

1. Signature

Name : Pawan Tiwari S/o Sri Madhoraj Tiwari

Address : Collectorate Court, Lucknow

2. Signature

Name : Samrat Mishra S/o Late K.L. Mishra

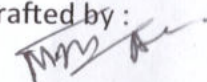
Address : Collectorate Court, Lucknow

Shedule-1

Roles and Responsibilities of Each Individual Member of the Consortium
(Refer Clause-4.1, 4.4 and 13.4)

(Describe the Roles and Responsibilities of each Individual Member of the Consortium)

Drafted by :



(Mukesh Mani Tripathi)
Advocate



पहचानकर्ता : 2

श्री सम्माट मिश्रा, पुत्र श्री स्व० के०एल० मिश्रा

निवासी: कलेक्ट्रेट कोर्ट, लखनऊ

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश्वर प्रसाद

उप निबंधक : सदर तृतीय

लखनऊ

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे

नियमानुसार लिए गए हैं।

टिप्पणी :

राज देव सिंह

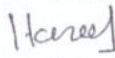
निबंधक निपक

प्रिंट करें




S.N.	Type of Member	Average Annual Turnover (Rs. Crore)	Annual Net worth (Rs. Crore)	Roles and Responsibilities
1.	Lead Member Excella Premio infra LLP Address: 1/51, Vivek khand, Gomti Nagar, Lucknow			
2.	Member-1 Ess Aar Properties Address: Shop No-20-21, Ground Wedding Shock, Pitampura, Delhi			
3.	Member-2 Sun Composites LLP Address: G-40,Basement, Jangpura Extn., Birbal Park, New Delhi			
4.	Member-3 Sankalp Siddhi Smart City LLP Address: 3/229, Vishwas khand, Gomti Nagar, Lucknow			
5.	Member-4 Beyond Heights Infracity Private Limited Address: 6/242, Vikas Nagar, Lucknow			
6.	Member-5 Mr. Anuj Kumar Gupta Address: 1382, Aakriti Sector-4, Eldeco Udyaan-2, Raibarely Road, lucknow			
Total				


For Excella Premioinfra LLP


 Auth. Sign.

ESS AAR PROPERTIES


 Authorised Signatory

SUN COMPOSITES LLP


 Authorised Signatory

SANKALP SIDDHI SMART CITY LLP


 Authorised Signatory

Beyond Heights Infracity Pvt. Ltd.


 Authorised Signatory



आवेदन सं०: 202000821012795

बही संख्या 4 जिल्द संख्या 589 के पृष्ठ 309 से 326 तक
क्रमांक 133 पर दिनांक 24/02/2020 को रजिस्ट्रीकृत किया
गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेन्द्र प्रसाद

उप निबंधक : सदर तृतीय

लखनऊ

24/02/2020

प्रिंट करें

[illegible]

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

व्यक्तिगत मध्य मूल्य लेखन

आवेदन नम्बर : 202000821012795

क्रम संख्या 2020229003

लेख या प्राप्ति पत्र प्रस्तुत करने का दिनांक

2020-02-24 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम हरेश मिश्रा

लेख का प्रकार

अनुबंध विलेख/चोपणा पत्र

प्रतिफल की धनराशि

0 / 0

1. रजिस्ट्रार शुल्क 100

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण या तलाश शुल्क

4. मूल्य के अधिप्रमाणित करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग

160

शुल्क वसूल करने का दिनांक

2020-02-24 00:00:00

दिन के अंत लेख प्रतिलिपि या तलाश

पत्र वापस करने के लिए तैयार

2020-02-24 00:00:00

रजिस्ट्रार अधिकारी के हस्ताक्षर