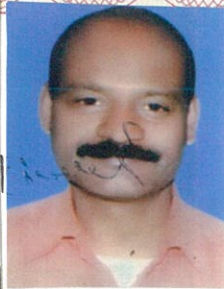
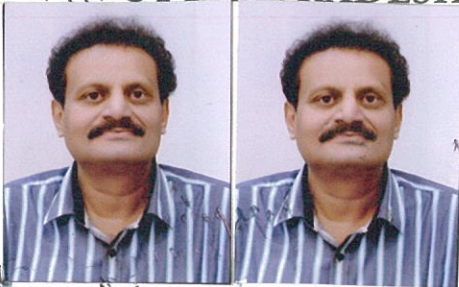


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I 11401/2023



उत्तर प्रदेश UTTAR PRADESH



**CONSORTIUM - MOU**

THIS CONSORTIUM AGREEMENT (hereinafter referred to as the "MOU") is made and entered into this 19<sup>th</sup> day of July 2023, by and amongst :

1. **SHRI HARI BARTER LIMITED**, a Company registered under the Companies Act 1956 through its Director Neeraj Kumar Sahu, having their principal place of business at C-40/5, Ist Floor, Meera Bai Marg, Hazratganj, Lucknow, which expression shall unless repugnant to the context thereof include their successors, of the ONE PART;
2. **SAHU LAND DEVELOPERS PVT. LTD.**, a Company registered under the Companies Act 1956 through its Director Neeraj Kumar Sahu son of late Shiv Narain Sahu having their principal place of business at C-40/5, 1<sup>st</sup> floor, Meerabai Marg, Lucknow, which expression shall unless repugnant to the context thereof include their successors, of the SECOND PART;

SHRI HARI BARTER LTD.

SAHU LAND DEVELOPERS PVT. LTD.

BEST TIE UP PVT. LTD.

DIRECTOR

DIRECTOR

DIRECTOR

For GRAND VYAPAAR PVT. LTD.

SYNERGY TIE UP PVT. LTD.

DIRECTOR

DIRECTOR

निर्मल

2016

10-07-2023

डी०के० रस्तागी स्टाम्प विक्रेता

लाइसेन्स नं०-69  
लाइसेन्स की अवधि 31/03/2026  
कलेक्ट्रेट, लखनऊ





उत्तर प्रदेश UTTAR PRADESH



AF-639079

09 MAR 2021

3. **BEST TIE-UP PVT. LTD.**, a Company registered under the Companies Act 1956 through its Director Pramod Mishra son of Late Ram Karan Mishra, having their principal place of business at B-46, J-Park, Mahanagar Extension, Lucknow, which expression shall unless repugnant to the context, thereof include their successors, of the Third PART;
4. **GRAND VYAPAR PVT. LTD.**, a Company registered under the Companies Act 1956 through its Director Ram Gopal son of Late Chunni Lal, having their principal place of business at B-46, J-Park, Mahanagar Extension, Lucknow, which expression shall unless repugnant to the context, thereof include their successors, of the Fourth PART;
5. **SYNERGY TIE-UP PVT. LTD.**, a Company registered under the Companies Act 1956 through its Director Rajesh Kumar Dixit son of late Raj Narain Dixit, having their principal place of business at B-46, J-Park, Mahanagar Extension, Lucknow, which expression shall unless repugnant to the context, thereof include their successors, of the Fifth PART;
6. Smt. **Nirmala** aged about 36 years wife of late Bihari Lal for self and as mother and natural guardian of minor

SHREE HARI BARTER LTD.

SAHJAN AND DEVELOPERS PVT. LTD.

BEST TIE UP PVT. LTD.

DIRECTOR

DIRECTOR

जोसफिअ  
DIRECTOR

For GRAND VYAPAAR PVT. LTD.

SYNERGY TIE UP PVT. LTD.

DIRECTOR

DIRECTOR



क्रम संख्या: 444 दिनांक: 10-07-2023

स्टाम्प विक्रय की तिथि:

स्टाम्प क्रय करने का प्रयोजन:

स्टाम्प क्रय का नुमांदा पत्र:

स्टाम्प की धनराशि: 105

श्री श्री वाट 04



डी0के0 रस्तो0ी स्टाम्प विक्रेता

लाइसेन्स नं0-69

लाइसेन्स की अवधि 31/03/2026

कलेक्ट्रेट, लखनऊ



FOR GRAND VYAPAR K...

daughters namely Km. **Vaishnavi Gautam** aged about 16 years Km. **Shibi** aged about 9 years, Km. **Tanvi** aged about 6 years.

7. Km. **Rajni** aged about 20 years daughter of late Bihari Lal

Party nos. 6 to 7 are residents of Purey Bhaukal Patti Yaqub Loni Katra, Barabanki, Haidergarh, U.P. - 227131, hereinafter, which expression shall unless or context otherwise shall mean and includes their legal heirs, successors, legal representatives of the Sixth, Seventh & Eighth Part;

All the above parties for the purpose of this MoU hereinafter individually called the 'Member' and collectively called the 'Members'.

WHEREAS :

The Members have agreed to join hands in the form of a Consortium to provide financial, technical, managerial and other services for the said Project on the terms and conditions as set forth in this MoU;

NOW, THEREFORE,, this MoU witnesses as follows :

In consideration of the mutual covenants of the Members, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Members have agreed as follows :

1. **Purpose of Consortium MoU :**

1.1 The purpose of this MoU is to specify the responsibilities of the Members towards the execution of the Project including land assembly, preparation of detailed Project Report, securing of clearances, execution of development and construction works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this MoU.

2. **Duration :**

SHREE HARI BARTER LTD.

DIRECTOR

SARIN LAND DEVELOPERS PVT. LTD.

DIRECTOR

BEST TIE UP PVT. LTD.

DIRECTOR

For GRAND VYAPAAR PVT. LTD.

DIRECTOR

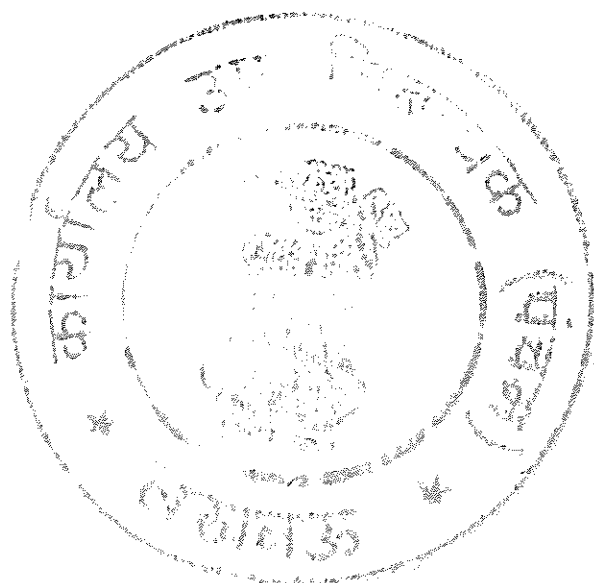
SYNERGY TIE UP PVT. LTD.

DIRECTOR

3



Handwritten signature of a director.



ಶಿಬಿರ ಸಂಖ್ಯೆ: 100/2020

2.1 This MoU shall come into force and effect on as of the date of signing of this MoU by the Members. Unless otherwise terminated earlier, this MoU shall remain effective until the complete discharge of all the obligations by the Members concerning the completion of the Project.

3. **Co-ordinator :**

3.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Project. It is hereby agreed by the Members that for the purpose of the MoU M/s Shree Hari Barter Ltd. has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his/her obligation and jointly and severally liable for the successful completion of the entire Project.

3.2 For the purpose of this MoU, the Lead Member shall be the single point of contract for the Competent Authority and shall have the overall responsibility of the management of the Project and shall have single point reasonability for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MoU.

3.3 All instructions/communications from the Competent Authority to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.

3.4 For the avoidance of doubt it is hereby clarified that all the Members of the Consortium shall be held individually responsible for their obligations.

4. **Rights and obligations :**

4.1 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this MoU.

4.2 Each Member shall use reasonable efforts to perform and fulfill, promptly , actively on time, all of its obligations under this MoU.

5. **Responsibilities towards each other :**

5.1 a) Each members under takes :

SHREE HARI BARTER LTD.

DIRECTOR

SAHU AND DEVELOPERS PVT. LTD.

DIRECTOR

BEST TIE UP PVT. LTD.

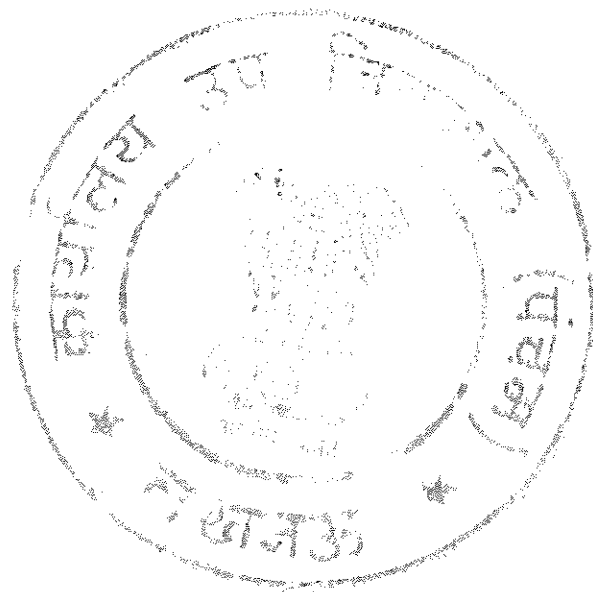
DIRECTOR

For GRAND VYAPAAR PVT. LTD.

DIRECTOR

SYNERGY TIE UP PVT. LTD.

DIRECTOR



11/11/2020

- i) to promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Project; and
  - ii) to inform other Members of relevant communication it receives from third parties in relation to the Project.
- b) Each Member shall act in good faith and use reasonable efforts to ensure time-bound compliance of their obligations under this MoU and promptly act to correct any error therein as soon as it came into the knowledge.
  - c) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Project. The Members hereby understand and agree that the information shall be used solely for the purpose of the Scheme and not for its own use or for any third party benefit.

6. **Liabilities :**

- 6.1 Liability towards each other :  
The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this MoU.
- 6.2 Indemnification of a Member for each other :  
Each Member shall indemnify each of the other Members in respect of liability resulting from acts or omissions of itself.
- 6.3 Liability towards Third Parties :  
Subject always to such other undertaking and warranties as are provided for in this MoU, each Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the Project and from its use of knowledge and/or knowhow.

7. **Representation and Warranties :**

- 7.1 The Members hereby represent and warrant that :
  - a) They are duly organized and validity existing under the prevailing laws of India and have full power and

SHREE HARI BARTER LTD.

DIRECTOR

SAHJAN LAND DEVELOPERS PVT. LTD.

DIRECTOR

BEST TIE UP PVT. LTD.

DIRECTOR

For GRAND VYAPAAR PVT. LTD.

DIRECTOR

SYNERGY TIE UP PVT. LTD.

DIRECTOR



पटना

आवेदन सं०: 202300821087358

अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 11401

वर्ष: 2023

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

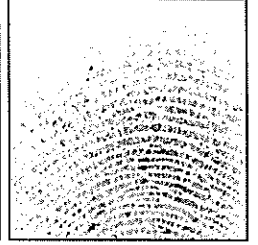
श्री हरी बरटर लिमिटेड द्वारा

नीरज कुमार साहू अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री स्व० शिव नारायण साहू

व्यवसाय : अन्य

निवासी: सी 40/5 1 फ्लोर मीरा बाई मार्ग हजरतगंज लखनऊ



श्री. हरी बरटर लिमिटेड द्वारा

नीरज कुमार साहू अधिकृत  
पदाधिकारी/ प्रतिनिधि

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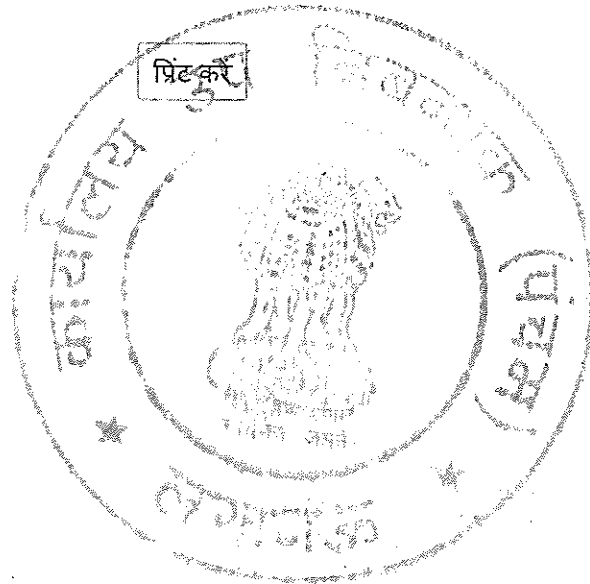
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निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राहुल कुमार प्रभारी  
उप निबंधक :सदर पंचम  
लखनऊ  
23/11/2023

बिन्द्री प्रसाद यादव  
निबंधक लिपिक  
23/11/2023



authority to enter into this MoU and to perform their obligations under this MoU.

- b) This MoU constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this MoU and all instruments or agreements required hereunder to not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and by which the Member are or may be bound.
- c) Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this MoU.
- d) The Members have read, understood and agreed with the terms and conditions of this MoU.

8. **Notices :**

8.1 Notices, demands or other communication required or permitted to be given or made under this MoU shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.

8.2 Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address.

9. **Miscellaneous :**

9.1 It is declared by the Members, that no transfer of land has taken place by means of this Consortium Agreement.

10. **Arbitration :**

9.1 Any and all disputes or differences between the Members arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

SHREE HARI BARTER LTD.

DIRECTOR

SAHJAN LAND DEVELOPERS PVT. LTD.

DIRECTOR

BEST TIE UP PVT. LTD.

DIRECTOR

For GRAND VYAPAAR PVT. LTD.

DIRECTOR

SYNERGY TIE UP PVT. LTD.

DIRECTOR



पुष्पा

आवेदन सं०: 202300821087358

बही सं०: 1

रजिस्ट्रेशन सं०: 11401

वर्ष: 2023

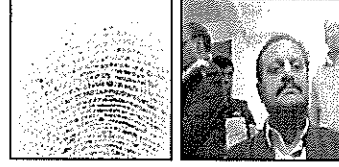
निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता: 1

श्री हरी बरटर लिमिटेड के द्वारा नीरज कुमार साहू, पुत्र श्री  
स्व० शिव नारायण साहू

निवासी: सी 40/5 I फ्लोर मीरा बाई मार्ग हजरतगंज लखनऊ

व्यवसाय: अन्य



विक्रेता: 2

श्री साहू लेंडस डे०प्राईवेट लि० के द्वारा नीरज कुमार साहू,  
पुत्र श्री स्व० शिव नारायण साहू

निवासी: सी 40/5 I फ्लोर मीरा बाई मार्ग लखनऊ

व्यवसाय: अन्य



विक्रेता: 3

श्री बेस्ट टाई अप प्र०लि० के द्वारा प्रमोद कुमार मिश्रा, पुत्र श्री  
स्व० राम करन मिश्रा

निवासी: बी 46 जे पार्क महानगर विस्तार लखनऊ

व्यवसाय: अन्य



विक्रेता: 4

श्री ग्रेन्ड व्यापार प्र०लि० के द्वारा राम गोपाल, पुत्र श्री स्व०  
चुन्नी लाल

निवासी: बी 46 जे पार्क महानगर विस्तार लखनऊ

व्यवसाय: अन्य



विक्रेता: 5

श्री एस० टाईअप प्र०लि० के द्वारा राजेश कुमार दीक्षित, पुत्र  
श्री स्व० राज नारायण दीक्षित

निवासी: बी 46 जे पार्क महानगर विस्तार लखनऊ

व्यवसाय: अन्य



विक्रेता: 6

श्रीमती निर्मला, पत्नी श्री स्व० बिहारी लाल

निवासी: पूरे भौकाल पट्टी याकूब लोनी कटरा बाराबंकी हैदरगढ़

व्यवसाय: अन्य



9.2 Any dispute arising in connection with this MoU which cannot be resolved by the Members in accordance with the terms of this MoU shall be settled by arbitration in accordance with Arbitration and the Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration. The place of arbitration shall be Lucknow.

10. **Force Majeure :**

None of the Members shall be held in default in the performance of the obligation, under this MoU, in the events of force majeure which without any limitation include war, civil commotion, riots, Act or God, government action. In the event of force majeure, the members of the Consortium MoU undertake to consult each other.

11. **Termination of Consortium MoU :**

Upon completion of the Project.

12. **Miscellaneous :**

12.1 This MoU supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this MoU.

12.2 Any provision of this MoU, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

12.3 This MoU shall be governed and interpreted by, and construed in accordance with the , laws of India, without giving effect to the principles of conflict of laws thereunder.

IN WITNESS whereof the Members have entered into this Consortium Agreement-MoU on the day, month and year first mentioned above.

SHREE HARI BARTER LTD.

DIRECTOR

SARANI LAND DEVELOPERS PVT. LTD.

DIRECTOR

BEST TIE UP PVT. LTD.

DIRECTOR

For GRAND VYAPAAR PVT. LTD.

DIRECTOR

SYNERGY TIE UP PVT. LTD.

DIRECTOR

पि. ३१  
पि. ३१  
पि. ३१

२०१०

विक्रेता: 7

श्रीमती वैष्णवी गौतम व शैबी व तानवी के द्वारा निर्मला,  
पत्नी श्री स्व० बिहारी लाल

निवासी: पूरे भौकाल पट्टी याकूब लोनी कटरा बाराबंकी हैदरगढ़

व्यवसाय: अन्य

विक्रेता: 8



कुमारी रजनी, पुत्री श्री स्व० बिहारी लाल

निवासी: पूरे भौकाल पट्टी याकूब लोनी कटरा बाराबंकी हैदरगढ़

व्यवसाय: अन्य

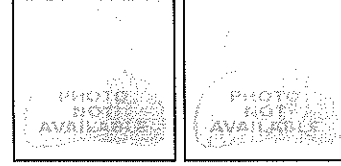
क्रेता: 1



श्री -, पुत्र श्री -

निवासी: -

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री संजय श्रीवास्तव, पुत्र श्री स्व० के०पी० श्रीवास्तव

निवासी: 91-92बी राजीव नगर इन्दिरा नगर लखनऊ

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री हरी शंकर मिश्रा, पुत्र श्री के०के० मिश्रा

निवासी: द्यू बसन्त खेड़ा सरोजनी नगर अमौसी लखनऊ

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः श्रेष्ठ साक्षियों के निशान अंगूठे नियमानुसार  
लिए गए हैं।

टिप्पणी:

सद्विक्रम प्रभारी

उप निबंधक: सदर पंचम

लखनऊ

23/11/2023

बिन्द्रा प्रसाद यादव

निबंधक लिपिक लखनऊ

23/11/2023

प्रिंट करें

Witnesses :

1. S. Manjus  
Name: Sanjay Srivastava  
S/o Late K.P. Srivastava  
R/o 91-92B, Rajiv Nagar,  
Indira Nagar, Lucknow.



2.  
Name: Hari Shankar Mishra  
Sri K.K. Mishra  
r/o New Basant Khera  
Sarojini Nagar, Amausi  
Lucknow



Typed by :  
(S. Shukla)  
Lucknow

*(Signature)*

Signature .....

Name : Neeraj Kumar Sahu

Designation : Director

For & on behalf of Shri Hanu

Barter Ltd

LEAD MEMBER

Signature .....

Name : Neeraj Kumar Sahu

For & on behalf of Sahu Land

Developers Pvt Ltd

Designation : Director

Member

Signature .....

Name : Pramod Mishra

For & on behalf of Best Tie-up s/o

Pvt Ltd

Designation : Director

Member

Signature .....

Name : Ram Gopal

For & on behalf of Grand Vapeer

Pvt Ltd

Designation : Director

Member

Signature .....

Name : Rajesh Kumar Dixit

For & on behalf of Synergy Tie-up

Pvt Ltd

Designation : Director

Member

Signature .....

Name : Smt Nirjala, for self and

as mother & natural guardian of

Km Vaishnavi Gautam

Km. Shibi & Km. Tanvi

Member

Signature .....

Name : Km. Rajni

Member

Drafted by :

(Amrith Tiwari)  
Advocate, High Court  
Lucknow

*(Handwritten notes)*  
Drafted by : Amrith Tiwari  
Advocate, High Court  
Lucknow

DIRECTOR

SYNERGY TIE UP PVT. LTD.

DIRECTOR

FOR GRAND VAPEER PVT. LTD.

DIRECTOR

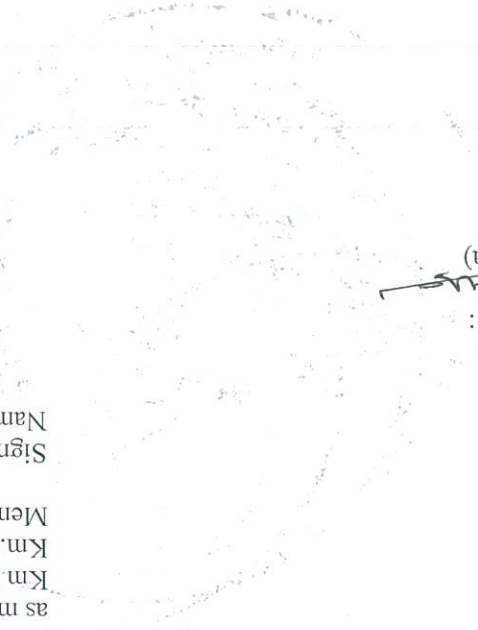
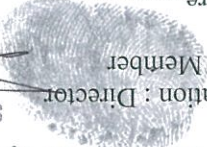
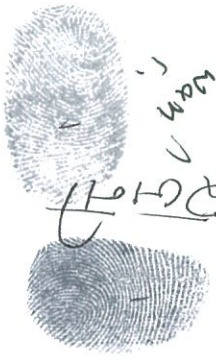
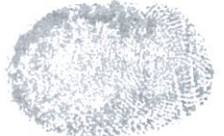
BEST TIE UP PVT. LTD.

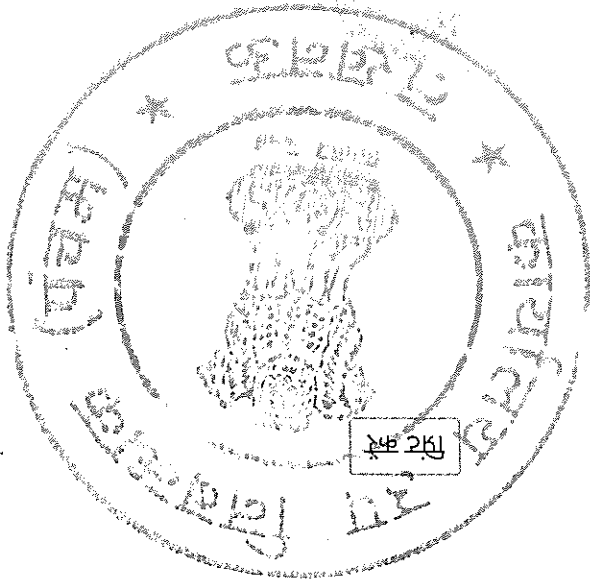
DIRECTOR

SAHU LAND DEVELOPERS PVT. LTD.

DIRECTOR

SHREE HARI BARTER LTD.





01/11/2023

01/11/2023

23/11/2023

अखत

34 दिनांक : 23/11/2023

राज्य सरकार, पंजाब

राज्य सरकार, पंजाब

बही संख्या 1 जिसे संख्या 16200 के पृष्ठ 387 से 402 तक क्रमांक 11401 पर दिनांक 23/11/2023 को राजकीय किया गया।

आवेदन सं.: 202300821087358