



भारतीय सरकार



राजेश कुमार गुप्ता
Rajesh Kumar Gupta
जन्म तिथि/ DOB: 14/06/1974
पुरुष / MALE



9386 6767 4219

आधार - आम आदमी का अधिकार

Rajesh



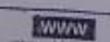
भारतीय विशिष्ट पहचान प्राधिकरण

भारतीय विशिष्ट पहचान प्राधिकरण

पता:
संबोधित: प्रेम नयारन, 177/4,
सिविल लाइन्स स्टेशन रोड, पोस्ट-
कैंट, बरेली, बरेली,
उत्तर प्रदेश - 243001

Address:
S/O: Prem Nayaran, 177/4, civil
lines station road, post- keint,
Bareilly, Bareilly,
Uttar Pradesh - 243001

9386 6767 4219



P.O. Box No 1847,
Gurgaon-122 002



भारत सरकार
GOVERNMENT OF INDIA



अनूप दीक्षित
Anoop Dixit
DOB: 22-01-1971
Gender: Male



5785 8440 3127

- आम आदमी का अधिकार

only for Registry Deed
witness

अनूप दीक्षित
26/9/2013



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O भगवान शंकर दीक्षित, #6
कृष्णायन कॉलोनी डेला पीर, बरेली,
इज्जत नगर, बरेली, उत्तर प्रदेश,
243122

Address:
S/o Bhagwan Shankar Dixit, 57
Krishnayan Colony Dela Peer,
Bareilly, Izzat Nagar, Bareilly,
Uttar Pradesh, 243122



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

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

भारत निर्वाचन आयोग
 पहचान कार्ड
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD

ITV1257005




निर्वाचक का नाम : रवि गोम्स
 Elector's Name : Ravi Goms
 पिता का नाम : मिनट गोम्स
 Father's Name : Minu Goms
 लिंग / Sex : पुरुष / Male
 जन्म की तारीख / Date of Birth : 25/03/1954

फॉर्म - 74/4
 Dated 26-11-19

ITV125700

पता : 495, Sikabpur, Sikolapur

दिनांक : 26/11/2011

Address : 495, Sikabpur, Sikolapur

Tahsil - Bareilly

Dist - Bareilly (UP)-243063

Disto 13/11/2011

125-बरेली फेडरेशन निर्वाचन आयोग के निर्वाचक रजिस्ट्रार (एन) अधिकारी के हस्ताक्षर की अनुकूलि

Facsimile Signature of
 Electoral Registration Officer
 for 125-Bareilly Cantt

200/125

यदि बदलने पर, नये पते पर अपना नाम घोषित करने के लिए निर्वाचन आयोग के कार्यालय में आवेदन करना होगा।
 If the name and address for registration of this name is changed, you have to apply to the Commission of 125-Bareilly Cantt for the same.

आवेदन सं०: 201900787033135

बही संख्या 4 जिल्द संख्या 313 के पृष्ठ 201 से 228 तक क्रमांक 391 पर दिनांक
26/09/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


हसन असकरी प्रभारी
उप निबंधक : सदर द्वाितीय
बरेली
26/09/2019

पिट करे



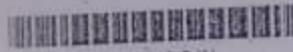


भारतीय विधि एवं अधिकार
भारत सरकार
 Unique Identification Authority of India

संवाकन क्रमांक/Enrolment No.: 1207/00845/01376

To,
 Vijay Kumar Agarwal
 विजय कुमार अग्रवाल
 S/O Late Mahendra Saran Agarwal
 43 Jatwara Gola
 Bareilly, Bareilly
 Uttar Pradesh 243001
 Mobile:

17/11/2011



UC 09289449 5 IN
 Ref No: 022B3E9X-9260449



आपका आधार क्रमांक / Your Aadhaar No. :

8836 3010 4454

आधार - आम आदमी का अधिकार



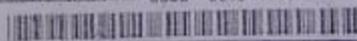
~~भारत सरकार~~
~~GOVERNMENT OF INDIA~~



विजय कुमार अग्रवाल
 Vijay Kumar Agarwal

जन्म वर्ष / Year of Birth : 1949
 पुरुष / Male

8836 3010 4454



आधार - आम आदमी का अधिकार

Vijay Kumar



भारत सरकार
GOVERNMENT OF INDIA



दीपक कुमार अग्रवाल
Deepak Kumar Agarwal
जन्म तिथि/DOB: 17/08/1973
पुल्ल/MALE



4601 7734 8611
VID : 9184 5343 6271 7572

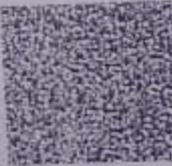
आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O विजय कुमार, 44, उर्मिला कोठेज बंगला, जलवाड़ा
मंडिर के सामने, बरेली, उत्तर प्रदेश
पिन कोड - 243001

Address:
S/O Vijay Kumar, 44, Urmilla Cottage
Jatwara, Opp. Alakh Nath Mandir, Bareilly,
Bareilly,
Uttar Pradesh - 243001



4601 7734 8611
VID : 9184 5343 6271 7572

f. Any variation or modification to the terms of this MoU as may be mutually agreed by the members can only be made with prior approval of Government Agency.

IN WITNESS WHEREOF, the Members have entered into this MoU on the day, month and year first mentioned above.

1. For and on behalf of Lead Member:

Sparsh Transport Carriers Private Limited
For Sparsh Transport Carrier Pvt. Ltd.

Signature.....

Name : Deepak Kumar Agarwal

Designation : Director

2. Vijay Kumar Agarwal

Signature.....

3. For Sri Radha Krishna Infra Promoters Pvt Ltd

Signature.....

Name : Rajesh Kumar Gupta

Designation : Director

WITNESSES;

1. अरुण दीक्षित & श्री गजवान शांति दीक्षित
57, हनुमान कालोनी, देलाफी, लोदी

2. राजेंद्र कुमार शर्मा, श्रीमती तोषणी
9, अकलपूर रोड



Jail Road

13. Other Terms

- a. That party of the second and third part are having Land measuring 1.3080 Hectare land situated at Village Udla Jagir, Bareilly. This land shall be used for the purpose of this project and both these parties have agreed to deploy the entire land for this project ceasing all the right over it.
- b. That all costs and expenses to be incurred in the paper-work and otherwise, for getting the plans sanctioned and for making applications for other purposes like installation of water connection, electricity connection, telephone connection, lifts, and for all other similar purposes shall be entirely done by Lead Member. Owner shall execute a 'Power of Attorney' in favour of the Lead Member or any of his nominees for the purposes of representing the owner before statutory and public authorities in this respect.
- c. That the entire sale proceeds after the execution of Sale Deeds to the prospective Buyers shall be shared by all the parties to this Consortium in the ratio of 66%:17%:17% respectively.
- d. That the entire work shall be under taken in the name of the Lead Member i.e. Sparsh Transport Carriers Private Limited, however the map may be approved from BDA in the names of the Land Owners.
- e. That the Lead Member shall have absolute right to dispose of the entire flats/constructed area. The owner shall remain duty-bound to execute the title documents in favour of the prospective buyers of the Flats. Owners will be bound to execute the Power of Attorney in favour of Lead Member or any other person as may be authorised by them.
- f. That all Income tax liabilities shall be borne by the parties for the share of amount they have received respectively under this MOU.

14. Miscellaneous

- a. 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. In the event of any conflict between the terms of this MoU and the Development Agreement to be executed subsequently between the Applicant and the Authority, the terms of Development Agreement shall prevail.
- b. 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.
- c. 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 there under.
- d. Any Member including the Lead Member of the Consortium may be changed with the prior approval of Government Agency subject to fulfillment of minimum financial and technical capability of the Consortium.
- e. In case of any change in the members of the Consortium, an amended Consortium MoU shall be submitted by the Lead Member to Government Agency.

For Sparsh Transport Carrier Pvt. Ltd.

Director/Authorise Signatory

Vijay Kumar

Shree Padhakrishna Infrapromoters Private Limited

Raj

Director

(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.

9. Notices

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.

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.

10. Arbitration

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.

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 Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration. The place of arbitration shall be Lucknow.

11. 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 of God, Government Action. In the event of force majeure, the members of the Consortium MoU undertake to consult each other.

12. Termination of Consortium MoU

This Consortium MoU may be terminated upon the arrival of the first of following events:-

12.1 Upon exit from the Scheme subject to terms and conditions of the scheme.

12.2 Upon completion of the Scheme.

For Sparsh Transport Carrier Pvt. Ltd.

Director/Authorise Signatory

Vijay Kumar

Shree Pachelurishna Infra promoters Private Limited

Director

- (ii) to inform other Members of relevant communications it receives from third parties in relation to the Scheme.
- (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 keep confidential all information of confidential nature, whether written or oral, concerning to this MoU and also abide by the terms and condition of the Development Agreement to be executed subsequently between the Applicant and the Authority.
- (d) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the Scheme. 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.

7. Liabilities

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.

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.

Liability towards Third Parties:

Subject always to such other undertakings 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 Scheme and from its use of knowledge and/or knowhow.

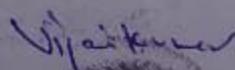
8. Representation and warranties

The Members hereby represent and warrant that:

- (a) They are duly organized and validly existing under the prevailing laws of India and have full power and 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 do 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 Members are or may be bound.

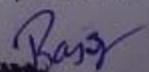
For Sparsh Transport Carriers Pvt. Ltd.

Director




Shree Paohakrishna Infrapromoters Private Limited

Director




3. Duration

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 obligations by the Members concerning the completion of the Scheme.

4. Coordinator

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 Scheme. It is hereby agreed by the Members that for the purpose of the MOU M/s Sparsh Transport Carriers Private Limited 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 obligation and jointly and severally liable for the successful completion of the entire Scheme.

For the purpose of this MOU, the Lead Member shall be the single point of contact for the Authority and shall have the overall responsibility of the management of the Scheme and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this MOU.

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

For the avoidance of doubt it is hereby clarified that the all Members of the Consortium shall be held individually responsible for the obligations of their specific roles and responsibilities undertaken by them under this MOU.

5. Rights and obligations

For delivery of all Services as per provisions of the Development Agreement to be executed subsequently between the Applicant and the Authority; the Lead Member shall be primarily accountable and responsible.

The Lead Member shall be responsible for the transmission of any documents and information connected with the Scheme to the Members concerned.

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

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

6. Responsibilities towards each other

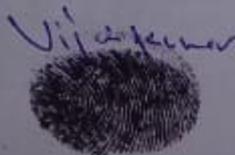
(a) Each Member undertake:

- (i) to promptly notify each of the Members about any significant delay in fulfillment of milestones in relation to the Scheme; and

For Sparsh Transport Carriers Pvt. Ltd.



Director



Shree Padmakrishna Infrapromoters Private Limited



Director



उत्तर प्रदेश UTTAR PRADESH

FC 920172

1. Definitions and interpretations

Definitions

Capitalized terms used in this MOU shall have their respective defined meanings, and/or shall have the meanings specified in the Policy issued vide G.O. No. 1132/8-1-18-106 Misc/2018 Dated 12th July, 2015 and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise requires.

- (a) 'Applicant' means the Consortium Applicant;
- (b) 'Authority' means the Uttar Pradesh Housing and Development Board or the Development Authority or the Special Area Development Authority or the Controlling Authority or any other authority designated by the Government of Uttar Pradesh, as the case may be;
- (c) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- (d) 'Consortium' means the Consortium formed between the Members in accordance with this MOU;
- (e) "Government Agency" means Development Authority constituted under Uttar Pradesh Urban Planning and Development Act, 1973 or Uttar Pradesh Housing and Development Board constituted under Uttar Pradesh Housing and Development Act, 1965 or Industrial Area Development Authority constituted under Industrial Development Authority Act, 1976 or controlling Authority constituted under Uttar Pradesh (Regulation of Building Operations) Act, 1958 or Special Area Development Authority, constituted under Uttar Pradesh Special Area Development Authorities Act, 1986.

For Sparsn Transport

Director:

[Handwritten Signature]

Shree Radhakrishna Infrapromoters Private Limited

[Handwritten Signature]

Director

20386 रूप शी

श्री. अशोक कुमार शर्मा
दि. 26/09/19

Handwritten signature

आवेदन सं: 201900787013135 4

29-9-2019

Gurmeet Singh
Stamp Seller Lic No. 46
Registry Office, Bareilly

भागीदारी विलेख

बही सं: 4

रजिस्ट्रेशन सं: 391

वर्ष: 2019

प्रतिफल- 0 स्टाम्प शुल्क- 700 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिनिधिकरण शुल्क - 80 योग : 20080

श्री दीपक कुमार अग्रवाल,
पुत्र श्री विजय कुमार अग्रवाल
व्यवसाय : व्यापार
निवासी: नियर मधुबन टॉकीज, शाहजहापुर रोड बरेली

Handwritten signature



ने यह लेखपत्र इस कार्यालय में दिनांक 26/09/2019 एवं 03:41:23 PM बजे
निबधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Handwritten signature of the registrar

हसन असकरी प्रभारी

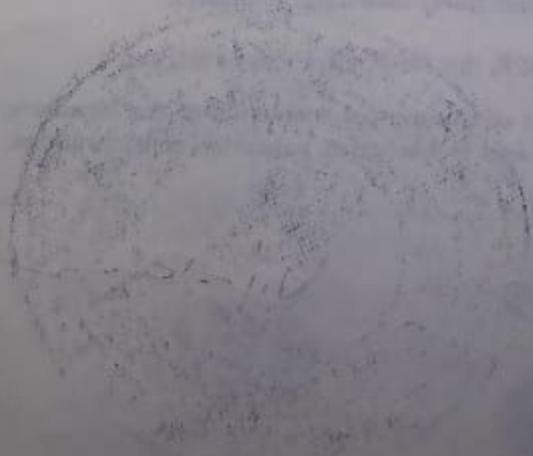
उप निबंधक सदर द्वितीय

बरेली

26/09/2019

पुनीत - श्रीवास्तव

निबंधक लिपिक



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1001-

14-9-2019

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2/27412

2/1244

या. वि. ०

Gurmeet Singh
Stamp Seller No. 48
Registry Office Bareilly





उत्तर प्रदेश UTTAR PRADESH

AD 738868

मुख्य

कार्यालय

19 SEP. 2019

* बिरेली -11 *

2. Sri Vijay Kumar Agarwal S/O Sri M S Agarwal R/O 47-A, Urmila Cottage, Opposite Akhnath Temple, Bareilly which expression shall unless repugnant to the context thereof include his Successors, of the SECOND PART and
3. Sri Badha Krishna Infra Promoters Private Limited a Company incorporated under the Companies Act, 1956/2013 through Director Sri Rajesh Kumar Gupta having their principal place of business at 177/4, Civil Lines, Bareilly which expression shall unless repugnant to the context thereof include his Successors, of the THIRD PART.

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

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:

For Sparsh Transport Carriers Pvt. Ltd.

Director

Vijay Kumar

Shree Padmakrishna Infrapromoters Private Limited

Director

Rajesh

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

FC 920146

कार्यालय

19 SEP

बरेली



S. Jail Road



Jail Road



Jail Road Bareilly

Consortium Deed

THIS CONSORTIUM DEED (hereinafter referred to as the 'MoU') is made and entered into this 21st day of the month of August, 2018, by and among:

1. Sparsh Transport Carriers Private Limited (a Private Limited Company incorporated under the Companies Act, 1956 having its Office at Near Madhuvan Talkies, Shahjahanpur Road, Bareilly through its Director Sri Deepak Kumar Agarwal S/O Sri Vijay Kumar Agarwal which expression shall unless repugnant to the context thereof include its successors, of the ONE PART,

For Sparsh Transport Carriers Private Limited.

[Signature]

Director/Authorise Signatory



Vijay Kumar



Shree Rachakrishna Intrapromoters Private Limited

Rajy

Director



- (f) Sparsh Transport Carriers Private Limited is the "Lead Member" fulfilling all the requirements of Lead member. All the work shall be done in their name and all the payments shall be received by them. Separate books of accounts shall be maintained by them for this venture.
- (g) Members' means the individuals, Company or firms which have agreed to form a Consortium in connection with the Project;
- (h) 'MOU' (Memorandum of Understanding) means a legal document describing the terms and details of an agreement between two or more parties, including each party's role and responsibilities.
- (i) 'Net worth' means as defined under section-2 of (29-A) of the Companies Act, 1956/2013;
- (j) 'Private Developer' means an individual, legal person, Consortium, registered trust, registered Society, company, Industrial Unit, co-operative housing society, company or association, body of individuals whether incorporated or not, owning or assembling or agreeing to own or assemble, whether by purchase or otherwise, land for development.
- (k) 'Scheme' means the proposed housing scheme.

Interpretation

- (a) For the purpose of this MOU, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- (c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this MOU.
- (d) References to the word 'include' and 'including' shall be construed without limitation.
- (e) Any reference to 'day' shall mean a reference to a calendar day.

2. Purpose of Consortium MOU

The purpose of this MOU is to specify the responsibilities of the Members towards the execution of the Scheme 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.

For Sparsh Transport Carriers Pvt. Ltd.

Director

Shree Paohakrishna Infrapromoters Private Limited

Director

आवेदन सं०: 201900787033135

20387

2038

वही सं०: 4

रजिस्ट्रेशन सं०: 391

वर्ष: 2019

निष्पादन के लिए पत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

भागीदार: 1

Gurmeet Singh

Stamp Serial No. 46

श्री दीपक कुमार अग्रवाल, पुत्र श्री विजय कुमार अग्रवाल

निवासी: नियर मधुवन टॉकीज, शाहजहांपुर रोड बरेली

व्यवसाय: व्यापार

भागीदार: 2

श्री विजय कुमार अग्रवाल, पुत्र श्री स्व0 एम0 एस0 अग्रवाल

निवासी: 47-ए, उमिला कॉटेज, अलखनाथ मन्दिर बरेली

व्यवसाय: अन्य

भागीदार: 3

श्री श्री राधा कृष्णा इन्फ्रा प्रमोटर्स प्राइवेट लिमिटेड के द्वारा राजेश कुमार गुप्ता, पुत्र श्री प्रेम नारायण

निवासी: 177/4, सिविल लाइन्स बरेली

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री अनूप दीक्षित, पुत्र श्री भगवान शंकर दीक्षित

निवासी: कृष्णायन कालोनी बरेली

व्यवसाय: अन्य

पहचानकर्ता : 2

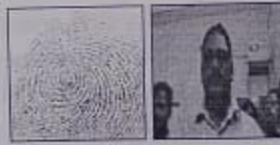
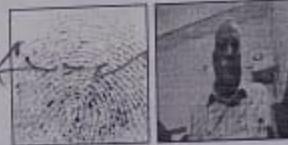
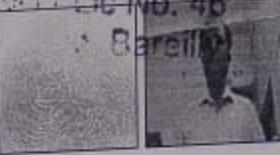
श्री रवि गोम्स, पुत्र श्री मोटू गोम्स

निवासी: सिकलापुर बरेली

व्यवसाय: अन्य

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

टिप्पणी:



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

हसन अस्करा प्रभारी

उप निबंधक : सदर द्वितीय

बरेली

पुनीत - श्रीवास्तव
निबंधक लिपिक