

IV - 409/16



उत्तर प्रदेश UTTAR PRA

AW 08120

18557



**STAMP DUTY: 1000**  
**PARGANA: LUCKNOW**

**CONSORTIUM AGREEMENT**

This Agreement is made and executed at Lucknow on this 08<sup>th</sup> day of June, of 2016

**BETWEEN**

1. M/S Nirmala Infradevelopers Limited a company registered under the companies Act 2013 and having its registered office and Permanent Place of Business at 2/12, Maa Bhawan, IInd and IIIrd Floor, Above SBI bank, Vibhuti Khand, Gomti Nagar, Lucknow-226001, (Hereinafter referred to as the Lead Member/Developer which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees, successors, wholly owned subsidiaries and the permitted assigns, thought its Authorized Signatory and Director Shri Pratyush Pandey s/o Shreehari Prakash r/o 229F,

For NIRMALA INFRADEVELOPERS LIMITED

*Pratyush Pandey*  
Director



*श्री प्रदीप*  
*श्री प्रदीप*



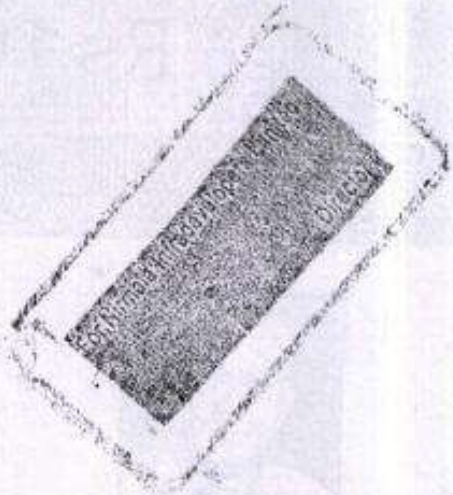
क्र.सं. 2710 01-616  
कीमत दिनांक  
नाम, पता का नाम प्रयोजन

मालिक श्री श्रीन रत्ना...  
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31/8/2018



## 2. Aim and Scope of Consortium Agreement:

- 2.1. The sole aim of this **Consortium Agreement** is for the development of the properties.
- 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. Project Management Structure and Rules of the Members:


M/S **Nirmala Infra Developers Ltd**, Consortium shall act as a Private developer as per definition of Lucknow Development Authority/Zila Panchayat and whosoever the developing authority and arrange for Land finances for the project.

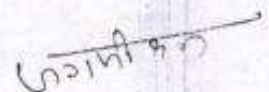
## 4. Funding and Basis of Sharing the Expenditure and Remuneration:

- 4.1. Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by the M/S **Nirmala Infra Developers Ltd**, Consortium.
- 4.2. The M/S **Nirmala Infra Developers Ltd**, 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.
- 4.3. Upon completion of the Project any profit and loss shall be shared by the M/S **Nirmala Infra Developers Ltd**, Consortium Members in ratio of their shareholding.

## 5. GENERAL TERMS AND CONDITIONS

- 5.1. **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.

FOR NIRMALA INFRADEVELOPERS LIMITED  




प्रथम पक्ष

Registration No.,

407

Year :

2016

Book No. :

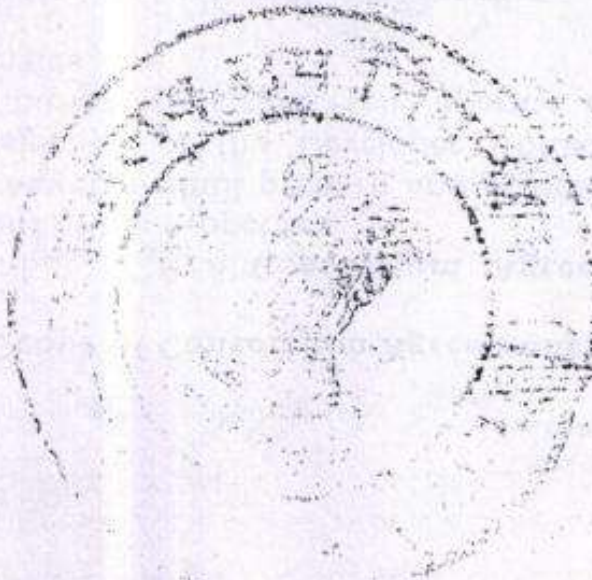
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0101 मे.गिर्मला इन्फ्राटेक्नोलॉजी लि.दा. निदेशक प्रवृत्त पाण्डेय

श्रीहरि प्रकाश

कॉलोनी-2/12, मो.माला, विन्हा रोड मोरली नगर लखनऊ

अ/पार



- 5.2. **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, Government action. In the event of force majeure, the member of the **Consortium Agreement** undertakes to consult each other.
- 5.3. **SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes 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 be decided mutually, whose decision shall be binding.
- 5.4. **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.
- 5.5. **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 condition 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.
- 5.6. **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 government of Uttar Pradesh.

FOR NIPUNA LAKSHMI DEVELOPERS LIMITED

*[Signature]*  
Director

*[Signature]*

द्वितीय पृष्ठा

Registration No. : 3059

Year : 2016

Book No. : 4

1) जगजीवन उर्फ रामफल

नाम लतादी १०

जमिंदारी का पुराना माला मुद्रांक अड्डा

नाम



5.7. **NOTICES:** Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered in hand under acknowledgment or sent by facsimile to the address appearing in the beginning of the Consortium Agreement.

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

**VALIDITY:**

5.9. (i) **TERMINATION OF CONSORTIUM AGREEMENT.**

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 Agreement shall be valid and enforceable till the completion of the Project.

5.10. **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 contract or Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any obligation or liability to the other nor shall a 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 the Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/members for any indirect, incidental, special consequential damages however caused, whether as a consequence of the negligence of the one member or otherwise.

For NIPUNAJA INFRADEVELOPERS LIMITED

*[Signature]*  
Director

*[Signature]*

आज दिनांक 08/06/2016 को

वर्ग सं 4 विद्य सं 489

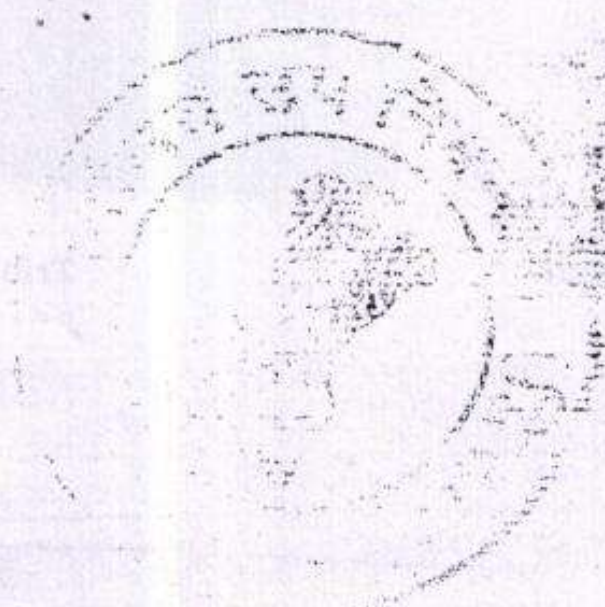
Registration No. 468 Year 16/2016

Book No. : 4

सं. 108  
सं. 109  
सं. 110  
सं. 111



सं. 112  
सं. 113  
सं. 114  
सं. 115



W2



UP32A20100016342

UP02644620MS

LMV 12/10/2010 MCWG 12/10/2010

UP

Address: 216, VISHESH KHAND, GOMTI NAGAR, LUCKNOW

Holder's Signature

Official / Issuing Authority Sign  
TRANS GOMTI LUCKNOW

Shivam Singh  
757000412

UNION OF INDIA Driving Licence (UP) (NT)

UP32A20100016342

Valid till: 11/10/2030

Issue Date: 12/10/2010

Date of Birth: 28/08/1991

Blood Group: UNKNOWN

Holder's Name: SHIVAM SINGH

Relationship: Son/Daughter/Wife of: P.K. SINGH

DUPLICATE

ने निष्पादन र्ग्यकार किया ।  
जिनके पता राम सिंह  
हरी प्रसाद

पेशा व्यापार

निवासी गनेशपुर रहमपुर विन्दा लखनऊ

व शिव सिंह  
प्रमीत सिंह

पेशा व्यापार

निवासी 1/55, विद्वान्त खण्ड गोमती नगर लखनऊ

ने की ।

एक एक नद परिशेष के निदान प्रकृत नियमानुसार किया गये है ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आर० के० शर्मा (प्रभारी)  
उप-निबन्धक (द्वितीय)  
लखनऊ  
8/6/2016



Authorized By

भारत निर्वाचन आयोग  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
ISP0273938




पति/पति का नाम: [Blank]  
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 पिता का पता: [Blank]  
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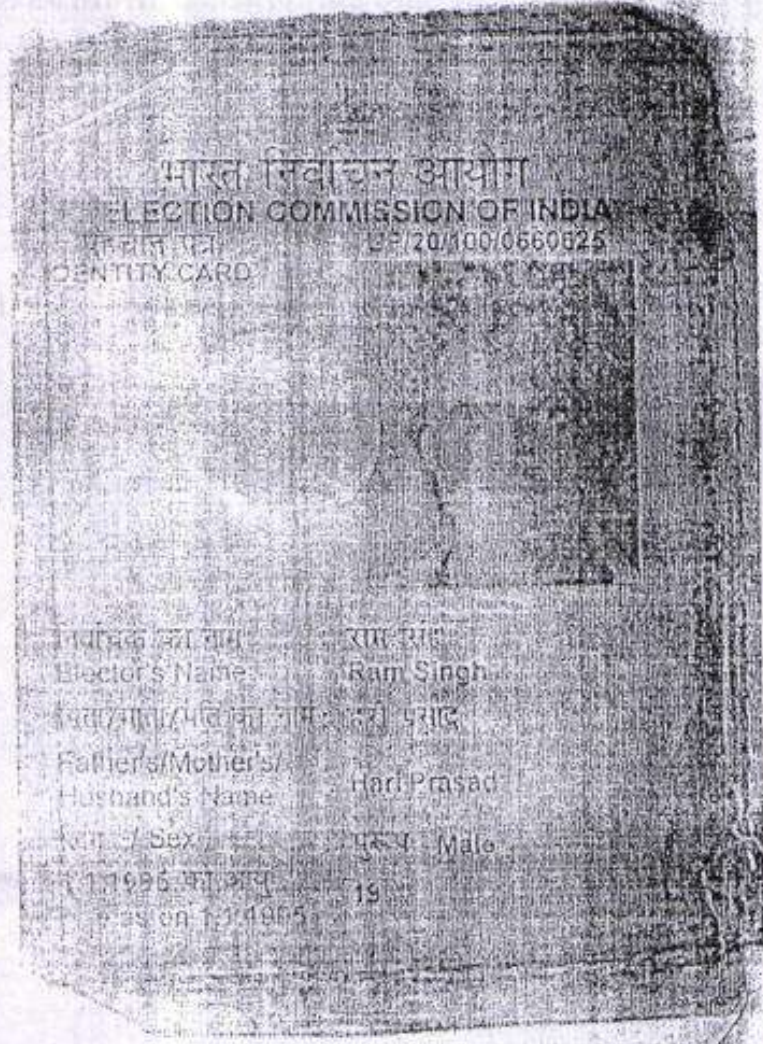
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ISP0273938

पता: 229 एम, बंगलौर  
 बंगलौर - बंगलौर शहर  
 पिन - बंगलौर (56) - 223004  
 Address: 229 E. Bangalore  
 Bangalore  
 District: Bangalore (U.S.) India  
 Date: 10/12/2003  
 322-बंगलौर शहर निर्वाचन क्षेत्र  
 पिता का नाम: [Blank]  
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 पिता का पता: [Blank]

for 122, Government Station 145/9115

ये कार्ड 11, 12 व 13 के अंतर्गत निर्वाचन क्षेत्रों में प्रयोग के लिए है। इसे ध्यान से पढ़ें और इसे सुरक्षित रखें।  
 यदि आपको इस कार्ड में कोई त्रुटि या परिवर्तन की आवश्यकता है, तो आपको इसे बदलने के लिए निर्वाचन आयोग से संपर्क करना होगा।  
 यदि आप इस कार्ड को खो जाते हैं, तो आपको इसे बदलने के लिए निर्वाचन आयोग से संपर्क करना होगा।  
 यदि आप इस कार्ड को चुराते हैं, तो आपको कानून से सजा मिल सकती है।



नमो  
 7898707272



No. 233  
 Address: Ganeshpur, Rahmannur  
 Lucknow  
 Lucknow

निवाचन, गणेशपुर, अन्वय  
 निवाचन नं. 100 - अन्वय  
 Possible Signature of  
 Election Registration Officer  
 No. 100-Mahone A.C.  
 Place: Lucknow  
 दिनांक  
 Date: 03/05/03



IN WITNESS WHEREOF the members have executed this Consortium Agreement on this 08<sup>th</sup> day of June 2016 at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

Witness: *राम सिंह*  
1.) *राम सिंह*



For NIRMALA INFRADEVELOPERS LIMITED

*Handey* Director

SIGNED AND DELIVERED By the within named Lead Member(s)

*श्री श्री एचएस*  
*रामपाल सिंह*  
*विकास*

*श्री श्री*  
SHIVAM SINGH  
PO PRAMOD SINGH  
1/55 Vikasat Khurd  
Gomti Nagar  
Lucknow.



*Shivam Singh*


SIGNED AND DELIVERED By the within named authorized signatory of Consortium Member

Typed by:- *Vijay Kumar*  
Vijay Kumar

Drafted by:-  
Tribhuvan Yadav (Advocate)

आज दिनांक 08/06/2016 को  
वही सं 4 जिल्द सं 489  
पृष्ठ सं 125 से 146 पर क्रमांक 409  
नियंत्रित किया गया।

नियंत्रित अधिकारी के हस्ताक्षर

  
अरुण कुमार शर्मा (नियंत्रित)

एन-मिडिल (द्वितीय)

हस्ताक्षर:

8/6/2016 ..

