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IV-321/17



उत्तर प्रदेश UTTAR PRADESH



STAMP: 1000

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 12th day of June 2017

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 Lucknow (Hereinafter referred to as the First Party/**Lead Member** of the consortium which

NIRMALA INFRADEVELOPERS LIMITED

[Handwritten Signature]
DIRECTOR



[Handwritten Signature]
अशोक कुमार



क्रम संख्या 6812

स्टाम्प विक्रय की तिथि 9/11/18

स्टाम्प क्रय करने का प्रयोजन

स्टाम्प केवल का नाम स. गुरु प्रसाद जयपुर, 2 मं. जेडीएम ✓

स्टाम्प की मात्रा/..... 5

3 मं. डायरेक्ट कलेक्टर

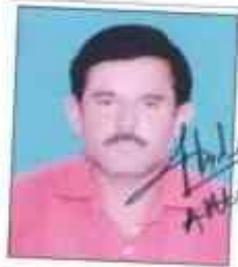
शिवाय पुस्तक विक्रेता (वित्तिय निदेशक)

लाइसेन्स नंबर 1000
लाइसेन्स की अवधि 31-3-2019
कलेक्टर कार्यालय, सखनगड





उत्तर प्रदेश UTTAR PRADESH



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 Shri Pratyush Pandey s/o Hari Prakash Pandey r/o 21/1022, Indira Nagar, Lucknow Duly authorized vide board resolution dated 26.08.2016

AND

2. M/s Shivam Vihari Sahkari Grah Nirman Samiti through its President and authroised signatory Shri Bhairo Singh (Hereinafter referred to as the Second

SHIVAM VIHARI SAHKARI GRAH NIRMAN SAMITI LIMITED

Handwritten signature of Pratyush Pandey



Handwritten signature of Bhairo Singh

शिवम विहारी सहकारी ग्राह निर्माण समिति
अध्यक्ष भूतल

कम संख्या 610 8/6/18
स्टाम्प शिष्टव की तिथि _____
स्टाम्प इन्व फार्म का प्रयोजन शिव पुजन के लिए
स्टाम्प प्रकाश का नाम व पूरा पता 314/ 9026 काठवा

स्टाम्प की संख्या 82
शिव पुजन डिपोजी (स्टाम्प विक्रय)
लाइसेंस नंबर 107
लाइसेंस की अवधि 31-3-2019
कलकत्ता का. लखनऊ





To whom so ever it may concern

BOARD RESOLUTION

1. Certified copy of an extract from the minutes of the meeting of the board of directors of **NIRMALA INFRADEVELOPERS LIMITED**, Lucknow, duly convened and at which a proper quorum was present, held at registered office of the company on the 08th June 2017.
2. We hereby certify that the following resolution of the Board of directors of **NIRMALA INFRADEVELOPERS LIMITED** was passed at a meeting of the Board held on 08th June 2017 and has been duly recorded in the minute book of the said company.
3. Resolved that Mrs.Nirmala Dwivedi (Chairperson), Mr.Shivam Dwivedi (Director) and Mr.Pratyush Pandey (Director) are the promoters of the company and the Chairperson, Mrs.Nirmala Dwivedi, and first Director Mr.Shivam Dwivedi hereby authorize the second Director Mr.Pratyush Pandey to put his signature on behalf of company **NIRMALA INFRADEVELOPERS LIMITED** wherever required, in case if any.
4. Resolved that the Registry/Registries of the flat(s) purchased by the clients from the company can also be done by the signatures of Mr.Pratyush Pandey (Director) out of all the above said concerned authorities.
5. That this resolution shall remain enforce until notice in writing of any change in it, its withdrawal or cancellation is given to the bank by the company.

Certified true copy

For **NIRMALA INFRADEVELOPERS LIMITED**

(Nirmala Dwivedi)
Chairperson

(Shivam Dwivedi)
Director

(Pratyush Pandey)
Director

NIRMALA INFRADEVELOPERS LIMITED

प.कू. ID 133



कार्पोरेशन बैंक
Corporation Bank



शाखा
Branch :

1769 LUCKNOW VIRAJ KHAND
CP-79, VIRAJ KHAND,
OPP TO SAHARA HOSPITAL,
GOMTI NAGAR,
LUCKNOW

कार्य समय

Tel: 2725963

2725954

Business Hours On Regular Days 10:00 TO 14:00 AND 14:30 TO 17:00

साप्ताहिक छुट्टी

IFSC CODE : CORP0001769 MICR CODE : 226017026
SUNDAY , 2nd and 4th Saturday

Weekly Holiday :

खाता संख्या

Account No : 176900101003098 - For DBT/NEFT/RTGS/ECS.

Account No. :

[SB /01/003098] P.Code : 002116 INR INDIAN RUPEES

NR

PRATYUS PANDEY EO NIRMALA INFRASTRUC

खातेदार का नाम

Name of the Account Holder :

पता Address :

21 1022 INDIRA NAGAR LUCKNOW
UP 226016

Pin : 226016

OTHERS [PUBLIC]

SELF

प्रचालन अनुदेश

Operational Instructions : 07/01/2015

खाता खोलने की तारीख

Date of Opening of Account :

Nomination: 2015 15 Nomination Date : 07/01/2015
Nominee Name : HARI PRAKASH PANDEY



पैन संख्या / पैन नंबर
PAN No. / General Queries only - [Toll Free] 1800-425-3555 [BSNL/WTL Line]

गrievances Redressal Officer : Sri. Rakesh Srivastava, General Manager
Tel. No. : 0824 - 2411429 Fax No. : 0824 - 2444161 Email ID : cgro@corpbank.co.in

प्राधिकृत हस्ताक्षरकर्ता
Authorised Signatory

NIRMALA INFRADEVELOPERS LIMITED

Pratyus Pandey
DIRECTOR



भारत सरकार / Government of India

भारत सरकार

Government of India

Government of India

Enrollment No : 1425/12014/38241

श्री
Bhairo Singh
श्री 108
S/O Late Sarwan
Dera Road
Dhawan
Lucknow
Distt/Ludhova
Uttar Pradesh - 226028
9933940453

1425/12014/38241



ID164809410PT

14250041



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आपका आधार क्रमांक / Your Aadhaar No. :

5308 0135 7093

आधार - आम आदमी का अधिकार



भारत सरकार

Government of India

श्री 108
Bhairo Singh



श्री 108 / DOB: 01/01/1978
पुरु / Male

5308 0135 7093



आधार - आम आदमी का अधिकार


भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
 भारतीय निर्वाचन आयोग
 UPDISHODHARTAK
CENTRY CARD




निर्वाचक का नाम	अशोक
Electoral Name	Ashok
निर्वाचक का पता	अशोक
Address	
निर्वाचक का पता	अशोक
Address	
निर्वाचक का पता	अशोक
Address	
निर्वाचक का पता	अशोक
Address	

भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
 भारतीय निर्वाचन आयोग
 UPDISHODHARTAK
CENTRY CARD

निर्वाचक का नाम
 Electoral Name
 निर्वाचक का पता
 Address
 निर्वाचक का पता
 Address
 निर्वाचक का पता
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 Address

अशोक कुमार



भारत सरकार
Government of India



अजय कुमार
Ajoy Kumar
जन्म तिथि/ DOB: 10/10/1978
पुल्ल / MALE



6302 8334 5499

मेरा आधार, मेरी पहचान

अजय कुमार 7607277920



एनयूआई
Unique Identification Authority of India

पता:
सदरमंडल: सदाशंकर, 75, शाही,
लखनऊ, उत्तर प्रदेश,
उत्तर पेट: - 226028

Address:
S/O: Santram, 75, Dhawan,
Lucknow, Lucknow,
Uttar Pradesh - 226008

6302 8334 5499



भारत सरकार
भारतीय जनता पार्टी



गया प्रसाद उपाध्याय
Gaya Prasad Upadhyay
जन्म तिथि/DOB: 15/07/1993
पुल्ल / MALE



5614 6150 5233

आधार-आम आदमी का अधिकार

भारतीय विजिट पहचान प्रणालि
भारतीय जनता पार्टी



पता:
S/O: अशोक उपाध्याय,
एरिनपुर, आज़मगढ़,
उत्तर प्रदेश - 223221

Address:
S/O: Gaya Upadhyay, Aazamgarh,
Uttar Pradesh - 223221

5614 6150 5233

Aadhaar-Aam Admi ka Adhikar

Amkesh



नाममात्र विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA™

पता:
आसफ: प्रमोद कुमार सिंह,
2/5, विशेष खण्ड, सोमती
नगर, पोस्ट - गोमनागर,
लुधियाना,
उत्तर प्रदेश - 226010

Address:
Sh. Premad Kumar Singh, 2/5
VISHESH KHAND, SOMTI
NAGAR, POST - Gomnagar,
Ludhiana
Uttar Pradesh - 226010

2356 7642 5187

1947
1800 300 1947

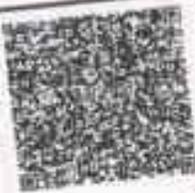
help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947
Bengaluru-560 301

Shivam sh

गणतन्त्र - आजाद अरुणो का आकाश



2356 7642 5187



पुरुष / MALE
जन्म तिथि/ DOB: 28/08/1991
Shivam Singh

भारत सरकार
GOVERNMENT OF INDIA



Shivam

Party/other **Consortium member** 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)

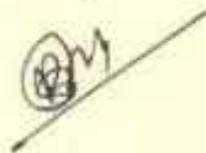
3. Shri Bhairo Singh S/O Shri (Late) Santram Yadav (Hereinafter referred to as the Second Party/other **Consortium member** which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees, successors, wholly owned subsidiaries and the permitted assigns)
4. Shri Ashok Kumar Yadav S/O Shri (Late) Santram Yadav (Hereinafter referred to as the Second Party/other **Consortium member** 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)
5. Shri Ajay Yadav S/O Shri (Late) Santram Yadav, all R/O Village Dhawa, Chinhat, Lucknow (Hereinafter referred to as the Second Party/other **Consortium member** 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)

Party No. 1 is a Lead member of the consortium and party No. 2 to 5 are the other Consortium Members which expression unless repugnant to the context or meaning

NIRMALA INFRADEVELOPERS LIMITED







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अशोक कुमार

thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns.

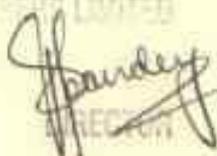
And whereas the first party and all consortium members, the owner of the land mention below, have formed a consortium; the first party is the lead member of the consortium. All the consortium member have mutually appoint, authorize and constitute first party of this consortium agreement i.e, **M/S Nirmala Infradevelopers Limited** as lead member, to deal with second party and also authorize to make any arrangement with second party.

And whereas the party no. 2 to 5 hereby again confirm that they have appointed **M/S Nirmala Infradevelopers Limited** as their attorney and authorize to negotiate, transfer the properties of all consortium members and also authorize to make any agreement/arrangement in furtherance of this consortium agreement, first party is also authorized by all consortium members to take any decision regarding the land owned by consortium members for the betterment of the said project and that shall be binding upon all consortium members

And whereas the parties of the consortium have agree to develop the township on the land admeasuring approx. 16000 sq mts. land in village-Dhawan, Distt-Lucknow, (hereinafter referred to as "Project Land").

And whereas in the project land, the area admeasuring approx. 16000 sq mts. owned by Second party and other consortium members (hereinafter referred to as "said Land")

NIRMALA INFRADEVELOPERS LIMITED







आमंत्रित
अशोक कुमार

and no one other than party no. 2 to 5 have any right title or interest in the said land.

And whereas the first party is in the process of development of the land of second party and willing to develop the project including the land of second party. Therefore the first party has approached the second party and has represented that it possesses the skill, technical know-how, expertise and experience in building and construction and has conveyed its keen interest in developing of a Project including permissible commercial and institutional development on the said land.

And whereas all the above mentioned parties entered and executed this Consortium Agreement for forming a Consortium of Developer Company with the object of development of land owned by the Consortium member in Lucknow under the name and Style of **"Nirmala Dhawa Paradise"**

NOW THEREFORE, in consideration of the mutual covenants, terms and condition and understandings set forth in this Agreement (herein after referred as the "said agreement") and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the parties with the intent to be legally bound hereby agree as follows:

The lead members and consortium members are collectively referred to as the "parties" and individually as the "party".

NIRMALA INFRA DEVELOPERS LIMITED

[Handwritten signature]
DIRECTOR



[Handwritten signature]

महानगर
अधिकारी

WHEREAS on the basis of document and chain of its title, the parties no. 2 to 5 are possessed of the right title and claim and their names are duly recorded in revenue records as owner and are fully competent to enter into consortium agreement with party no.1

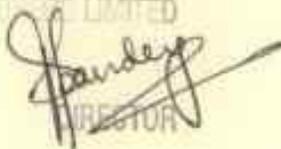
NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:-

1) RULES OF INTERPRETATION

In this agreement unless the context otherwise requires

- a) Heading are for convenience only and shall not affect interpretation,
- b) Words denoting the singular number shall include the plural and vice-versa,
- c) Words denoting the singular number shall include all gender,
- d) Words denoting persons shall include bodies of persons and corporations an vice-versa:
- e) Where a word or phrase is defined, other parts of speech and grammatical forms of that word of phrase and cognate expression shall have corresponding meanings,
- f) Reference to any party shall include the party's successors and permitted assign;
- g) Reference to any document shall be deemed to include reference to it and to its appendices, annexures, recitals, schedules and tables as varied from time to time.
- h) Document executed pursuant to this agreement shall form its part.

NIRMALA INFRADEVELOPERS LIMITED


DIRECTOR





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अशोक कुमार

- i) Reference to 'AGREEMENT' or 'notice' shall mean an AGREEMENT or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- j) References to "Recitals" and "Clauses" are references to the recitals and clauses of this AGREEMENT;
- k) If there is any conflict in interpreting two or more clauses of this AGREEMENT, same shall be interpreted harmoniously.
- l) The word "first party" wherever refers here in under shall also mean first party and other consortium members.

2) RECITALS & ANNEXURES

- a) That the Recitals, Annexure and Schedules to this AGREEMENT shall form an integral part of this AGREEMENT.

3) NAME OF THE PROJECT

- a) Residential project including permissible commercial & institutional development project to be developed by the second party on the said Land being subject matter of this agreement shall be named and known as decided by the second party.

4) SHARING

- A. In lieu of the second party providing the said project land for the purpose for developing, constructing and completing the said project and the first party developing, constructing and completing the said project at the cost and expenses to be borne by the first party in terms of this agreement and marketing the said project, the proposed sharing (basic sale price plus

NETRAL INFRA DEVELOPERS LIMITED

[Handwritten Signature]
DIRECTOR



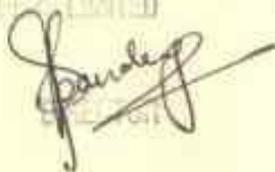
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अशोक कुमार
अशोक कुमार

preferential location charges) of the entire sellable area shall in following ratio:

- a) All constructed and developed area shall be shared in the ratio of 40:60 i.e 60% of the Total Saleable Area will go in the share of the Lead Member and remaining 40% will go to the consortium Members
 - b) As per government rules construction of EWS/LIG houses are mandatory These EWS/LIG units are to be allotted by Lucknow development authority at the norms and rates fixed by government of UP. Since The construction of these units is a loss making proposition, no revenue sharing would be done on the amount received from the sale of these units However, if any compensation provided by government / Semi government. Authority shall be shared between both the parties in ratio of 50:50.
- B.** The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the parties shall never challenges the correctness or the adequacy of the said ratio at any time in the future. The Second party shall inherit a good, perfect and marketable title, free from all defects in respect of its Allocation arising out of this agreement. Transferees shall confer a good, perfect and marketable title therein, free from any defect, to them.
- C.** That on successful completion of the construction of the Residential project including permissible commercial & institutional development, first party shall intimate the second party in writing about the completion of the project.

NIRMALA INFRA DEVELOPERS LIMITED







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31/10/2012

5) SCOPE OF THE AGREEMENT

- A.** That for the consideration as agreed in this AGREEMENT, the second party hereby has assigned to the first party all its rights and interest in/of the construction, marketing and booking/ allotment of Residential Project including permissible commercial & institutional development project to be built on said Land after getting lay out sanctioned by the Second party.
- B.** That all the liability of obtained the necessary permissions, sanction and licenses for developing the Residential Project including permissible commercial & institutional development on the said land shall be on the first Party. It is further agreed between the parties that for the purpose of obtaining such permissions, clearances, licenses, approvals or sanctions, the first party shall act on their own. However on request of the first party, the second party shall always make available all the original documents pertaining to the said Land as may be required to be produced before various statutory as may be required to be produced before various statutory Authorities in connection with the approvals, licenses etc. of the Residential Project including permissible commercial & institutional development project.
- C.** That during the term of the development/ construction if any problem or obstruction from any Govt. development or some other allottees / claimants is created , excluding the matters related to the title an possession of the said land, and the construction is halted then in that case it shall be duty of both the first and second Party to fulfill the conditions,

JYOTI INFRADEVELOPERS LIMITED

[Handwritten Signature]
DIRECTOR



[Handwritten Signature]

[Handwritten Signature]
3+9/10/2012

complete the compliances, remove the impediment or satisfy the claimants or allottees at its own cost and effort to the total exclusion of Parties. The parties shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the earliest.

- D.** That if during the development / constructions, it will be felt that the layout plan needed to be modified then the same shall be got modified from the appropriate authority by the first party at its own cost.
- E.** That the second Party or anybody claiming through it, shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the Residential Project including permissible commercial & institutional development project on the said land.
- F.** The first Party shall have the exclusive right of marketing and accept the bookings of the units to be developed in the entire project including area falling in the share of the second party. All the bookings made in the project to be presumed as accepted & agreed by both the parties. First Party shall get the brochures printed and advertise the project in the media and by other means at its costs. The suggestion of the first party shall be honoured by second party.
- G.** The rate of the units shall be decided mutually between both the parties. The first party shall be authorized to accept and receive the booking amounts, advance, earnest money, installments and final consideration and issue receipts thereof from the

NIRMALA INFRADEVELOPERS LIMITED

[Handwritten Signature]
DIRECTOR



[Handwritten Signature]

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34 शिवपुरा

intending buyer(s) and the same shall be deposited in joint Escrow Account opened by both the parties in any bank. The share of the First party & Second party shall be transferred to the first party & second party's accounts respectively from the net collection (net collection means that amount after deducting Govt. Indirect taxes collected from the customer)

- H.** That after receiving the sale considerations against the individual units & settlement of a/c of particular unit between the both the parties, all the transfer deed / documents regarding sale/ transfer the units to prospective buyer shall be executed by both first party and second party. That the Second party shall be bound to execute the transfer deeds/sale deeds in favour of buyers of the project as recommended and nominated by the first party after its satisfaction regarding payment in respect of that unit & in no circumstances any of the party shall have the right to refuse/ delay the execution & registration of the transfer deed against which both the parties have received their individual share.
- I.** That second party has assured that said land is wholly free from all Encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorized occupations, claims and litigations, whatever. The both the parties further agrees and undertakes to keep the said plot from all encumbrances, injunctions , charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigations and shall keep thereof absolutely free and saleable at all time hereof.

NIRMALA INFRA DEVELOPERS LIMITED

[Handwritten Signature]
DIRECTOR

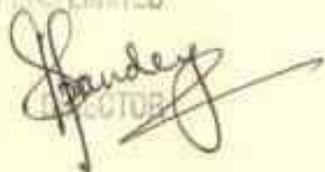


[Handwritten Signature]

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- J.** The first party and its consortium members shall sign and execute, without any fail, all necessary deeds, form, applications and other documents whenever required to deal with or to take approvals, permissions consent etc. from any competent authority for development of said project.
- K.** That the first Party shall be entitled to advertise about the Residential Project including permissible commercial & institutional development Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement as the first Party may deem fit, on the said Land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site.
- L.** That the first Party shall be free to get the Residential Project including permissible commercial & institutional development approved from Banks and financial institutions in order to facilitate the financial by intending purchaser/s of Units. First Party and Second Party shall issue permission to Mortgage, enter into Tripartite Agreement under their own signatures.
- M.** All cases/Litigations, civil, criminal, consumer pertaining to the delay in development, construction, labour or workmen disputes shall be defended by the first Party at its own cost and expenses. The first Party shall abide and comply with all labour laws and Minimum Wages Act and be responsible for any accident at the development site. second party shall not be responsible for that.

FORMALIA INFRA DEVELOPERS LIMITED


DIRECTOR





अध्यक्ष
अशोक गुर्जर

N. The cost of stamping, registration etc. of this AGREEMENT and other paper pertaining to this AGREEMENT shall be borne by the first Party.

6) Project Management Structure and Rules of the Members:

- a) **M/S Nirmala Infradevelopers Limited,** Consortium shall act as a Private developer as per definition of Development Authority and arrange for Land finances for the project.

7) POSSESSION

- A. That immediately on the execution of this AGREEMENT, the second party shall provide lawful and peaceful possession of its land for the purpose of construction, development and sale in the term of this Agreement.
- B. That no piece and parcel of Land is being transferred by Land owners to lead member.

8) NOTICES

- A. All notices or other communications to be given under this AGREEMENT to any party shall be made in writing and send by letter through Speed Post Mail or Registered Acknowledge due after being dispatched within seven(7) business days after being deposited in the post, postage prepaid, by the speed post mail available and by registered mail to such party at its address as such party may hereafter specify for such purpose to the other by notice in the writing to both the parties at their respective registered offices/offices as given under:

NIRMALA INFRADEVELOPERS LIMITED

[Handwritten Signature]
DIRECTOR



[Handwritten Signature]

अनुमोदित
अशोक कुमार

FIRST PARTY:

Attn. : Mr. Pratyush Pandey
Address: 1/55, Vikrant Khand, Gomtinagar, Lucknow-226010
Email : dshivam36@gmail.com
Mobile : 9621222224

SECOND PARTY:

Attn. : Mr. Bhairo Singh
Address : Village Dhawa, Post Chinhat, Lucknow.
Mobile : 9935940453

9) CONFIDENTIAL INFORMATION

A. That the party coming into knowledge of any information about the project or the other party because of commercial relationship created under this Agreement and about development of project, shall keep the information confidential & secret and shall not disclose the same to any Third Party or shall not use the said confidential information for any other purpose other than purposes and works assigned under this Agreement.

10) MODIFICATION

A. No modification representation, promise or AGREEMENT in connection with the subject matter of this AGREEMENT shall be valid unless made in writing and signed by the parties.

11) INDEMNIFICATION

A. That it is presumed that all the material facts and the truthful history regarding the title of the land in question has been disclosed by the second Party to the first Party and in case of any deficiency or loss of

NIRMALA INFRA DEVELOPERS LIMITED

Pandey
DIRECTOR



Bh

शिवम कुमार
अशोक कुमार

land on any account including cropping up of fresh material facts not disclosed by the second Party, which is noticed, observes and comes to the knowledge of the first Party after the execution of the Agreement, then the second Party shall be responsible to rectify the defect.

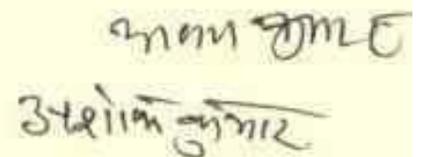
- B.** The Second Party agree to indemnify and keep the First Party and his successor, respective officers, representative, agents and employees harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits. Proceedings, Arbitration, assessments, cost and expense ("Damages"), suffered or paid by the indemnified Party, directly or indirectly, as a result of or arising out of
- i.** the failure if any representation or warranty made by the indemnifying Party in this AGREEMENT or in any confirmation delivered pursuant here to be true and correct in all materials aspects as of the date of this AGREEMENT or
 - ii.** a breach of any term or covenant by the indemnifying Party contained in this AGREEMENT
 - iii.** In case of any claim of any purchaser/third party regarding the development of the project, construction of building and material used or any breach of conditions of lay out sanctioned or breach of rules framed by competent authority or any law of land or delay in handling over the project

HIRAPALA INFRADEVELOPERS LIMITED









- iv. In case of any litigations arising with any person booking the units due to any reason same shall be defended by the first Party at their own cost.

12) **FORCE MAJEURE**

- a) Any party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this AGREEMENT to be performed:
- i. Shall use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible.
 - ii. Shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to any extent which permits resumption of such performance; and
 - iii. For purposes hereof, Force Majeure shall mean any unforeseeable, unavoidable event which is outside the either Party's scope of influence and control and for which the Party(ies) bears no responsibility including but not limited to acts of God, war, natural disasters, strike and lockout (excluding strikes and lockouts that involve primarily the employees of the Second Party or its contractors or are attributable to any discriminatory policy or practice of the Second Party or its contractors), war, terrorist act, blockade, revolution, riot, insurrection, that makes it impossible or delays any obligation of either Party under

NIRMALA INFRADEVELOPERS LIMITED

[Signature]
DIRECTOR



[Signature]

31/05/2016
31/05/2016

भागीदारी विलेख

भागीदारों की धनराशि 100.00 100 200.00 40
फॉर्म रजिस्ट्री नकल व प्रति शुल्क योग पृष्ठों की संख्या

मे.निर्माण इन्फ्रा.लि.द्वारा अधि.हस्ता.श्री प्रत्युष पाण्डेय
पुत्र श्री हरि प्रकाश पाण्डेय

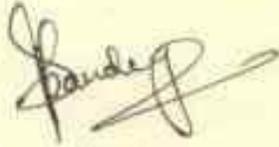
व्यावसाय व्यापार

निवासी स्थायी 21/1022 इन्दिरानगर लखनऊ

अस्थायी पता

वे यह लेखपत्र इस कार्यालय में दिनांक 13/6/2017 समय 2:41PM

बजे निबन्धन हेतु पेश किया।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनुपम सिंह
उप-निबन्धक तृतीय

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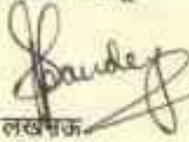
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पाण्डेय

पुत्र श्री हरि प्रकाश पाण्डेय

पेशा व्यापार

निवासी 21/1022 इन्दिरानगर लखनऊ





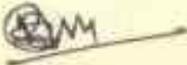
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अधि.हस्ता.मीरा सिंह

पुत्र श्री सन्त राम यादव

पेशा व्यापार

निवासी धावां चिनहट लखनऊ



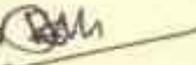


श्री मीरो सिंह

पुत्र श्री स्व.सन्तराम यादव

पेशा व्यापार

निवासी धावां देवा रोड लखनऊ



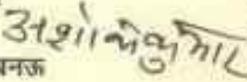


श्री अशोक कुमार यादव

पुत्र श्री स्व.सन्तराम यादव

पेशा व्यापार

निवासी धावां देवा रोड लखनऊ





this Agreement from being performed in accordance with the terms of this Agreement.

13) ARBITRATION & JURISDICTION

- a) In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties here to shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing.
- b) In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the First Party and the Second Party. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (As Amended) and shall be held in Lucknow, India. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

14) AMENDMENT

Any Amendment, change or modification or any of the terms, provisions or conditions of this Agreement shall be un-effective unless made in writing and signed or initiated on behalf of the parties hereto by their duly authorized representatives. Any written and duly executed agreements, memorandum of understandings and any other documents between

NIRMALA INFRASTRUCTURES LIMITED

[Handwritten signature]



[Handwritten signature]

31/01/2012
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श्री अजय यादव राम कुमार
पुत्र श्री स्व. सन्त राम यादव
पेशा व्यापार
निवासी ग्राम धावां धिनहट लखनऊ



ने निष्पादन स्वीकार किया ।

जिनकी पहचान मया प्रसाद उपाध्याय
अशोक उपाध्याय

पेशा व्यापार

निवासी ग्राम व पो.-एदिल पुर आजमगढ

प शिवम सिंह
प्रमोद कुमार सिंह

पेशा व्यापार

निवासी 2/5 विशेष खण्ड गोमतीनगर लखनऊ

ने की ।

प्रत्यक्त भद्र शक्तियों के निदान अंगुठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अनुपम सिंह
उप-निबन्धक तृतीय
लखनऊ

13/6/2017



both the parties either registered or not shall be deemed to the part and parcel of this registered agreement.

15) MISCELLANEOUS

- a) That all originals in respect of the said property (except title documents) including the permissions, approvals and sanctions necessary for the constructions work, shall be at all times held by the Second Party but it shall be under the obligation to allow the inspection and verification at all reasonable times in case of need and requirement of First Party. If required by any law or competent authority for deposition of title deeds before resident welfare association, the same shall be deposited to first party by second party.
- b) That the first Party shall at all times ensure that construction has been raised as per sanctioned plan and there is no deviation from the sanctioned plan.
- c) If any of the parties wants to retain some developed units in its share, may retain but after giving written information to other and the other party shall be entitled to retain the same number of units in its share.
- d) That all cost, stamp duty, registration fee and other charges etc in respect of any Transfer Deed of the said Land or any portion thereof including this AGREEMENT shall be borne by

MALINI INFRADEVELOPERS LIMITED

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अभिषेक

भागीदार

Registration No.: 321

Year: 2,017

Book No.: 4

0101 मे.निर्माण इन्फ्रा.लि.द्वारा अधि.हस्ता.श्री प्रत्यूष पाण्डेय

हरि प्रकाश पाण्डेय

21/1022 इन्दिरानगर लखनऊ

व्यापार



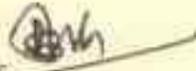


0102 मे.शिवम विहारी सह.ग्रह निर्माण समि.द्वारा अधि.हस्ता.मेरा सिंह

सन्त राम यादव

घावां चिनहट लखनऊ

व्यापार



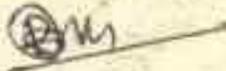


0103 मेरो सिंह

स्व.सन्तराम यादव

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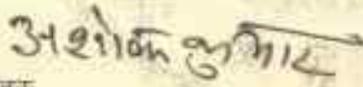


0104 अशोक कुमार यादव

स्व.सन्तराम यादव

घावां देवा रोड लखनऊ

व्यापार



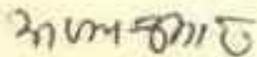


0105 अजय यादव

स्व.सन्त राम यादव

ग्राम घावां चिनहट लखनऊ

व्यापार





the first Party or prospective flat buyers as the case may be.

- e) That the income tax liability shall be shared and borne by both the parties hereto in proportion to their share on sharing ratio and all other taxes, duties and cess shall be borne by the Second Party and First Party accordingly.
- f) That the first Party shall execute buyers Agreement in its name. In case, any suit, consumer complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers, the first Party shall alone be liable and responsible for the same and under no circumstances, the second party shall be liable and if second Party is called upon to defend any damages or monies are required to be paid by the second Party, same shall be payable by the first Party and the first Party shall keep the second Party indemnified at all times.
- g) That on final settlement of the account between both the parties, the second parts shall handover all the original title deeds to the first party.

NIRMALA INFRADEVELOPERS LIMITED

[Handwritten Signature]
DIRECTOR



[Handwritten Signature]

[Handwritten Signature]
अभिनेता

गवाह

Registration No.: 321

Year: 2017

Book No.: 4

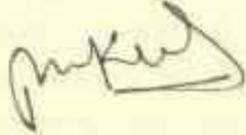
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गया प्रसाद उपाध्याय

अशोक उपाध्याय

ग्राम व पो.-एदिल पुर आजमगढ़

व्यापार



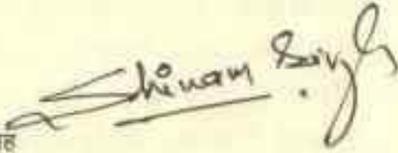
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शिवम सिंह

प्रमोद कुमार सिंह

2/5 विशेष खण्ड गोमतीनगर लखनऊ

व्यापार



IN WITNESS WHEREOF The members have executed this Consortium Agreement on the date and year mentioned above at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

Witness: -
1.)



Vijay
Gaya Prasad S/o
Ashok Upadhyay
with Post - Achitpur,
Dist - Azamgarh.

NIRMALA INFRADEVELOPERS LIMITED

Sandey
DIRECTOR
SIGNED AND DELIVERED
By the within named
authorized signatory of
Lead Member(s)



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



2.)



SHIVAM SINGH
S/O P. K. SINGH.
2/5 VISHESH KHAND
GOMTI NAGAR,
LUCKNOW.

Shri
Shri Bhairo Singh
Consortium Member(s)

श्री अशोक कुमार
Shri Ashok Kumar Yadav
Consortium Member(s)



श्री अजय यादव
Shri Ajay Yadav
Consortium Member(s)



Vijay
Typed by:-
Vijay Kumar

Charan D S Bedi
Drafted by:-
Charan D S Bedi (Advocate)
993571731

आज दिनांक 13/06/2017 को

वही सं. 4 जिल्द सं. 506

पृष्ठ सं. 227 से 266 पर क्रमांक 321

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



अनुपम सिंह

उप-निबन्धक तृतीय

लखनऊ

13/6/2017

