



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



1,000

Certificate No. : IN-UP17708766829444U  
 Certificate Issued Date : 05-Feb-2022 02:25 PM  
 Account Reference : NEWIMPACC (SV)/ up14183204/ LUCKNOW SADAR/ UP-LKN  
 Unique Doc. Reference : SUBIN-UPUP1418320425861635782391U  
 Purchased by : AMRAWATI RESIDENCY PRIVATE LIMITED  
 Description of Document : Article 39 Memorandum of Association of a Company  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : AMRAWATI RESIDENCY PRIVATE LIMITED  
 Second Party : Not Applicable  
 Stamp Duty Paid By : AMRAWATI RESIDENCY PRIVATE LIMITED  
 Stamp Duty Amount(Rs.) : 1,000  
 (One Thousand only)

सत्यमेव जयते



Please write or type below this line



दिनेश

METROPOLE RESIDENCY PVT. LTD.  
 Bipin

AMRAWATI RESIDENCY PVT. LTD.

Mentor Infrabuild Pvt. Ltd.

MENTOR INFRA TECH PRIVATE LIMITED

IKC 0027257335

Auditory Alert:

For the validity of the e-stamp certificate, please check at [www.shoestamp.com](http://www.shoestamp.com) or using e-Stamp Mobile App of Stock Holding Company of India. In the absence of the Certificate and its availability on the website, the App renders it invalid. checking the legitimacy upon the validity of the certificate. Any discrepancy please refer to the Competent Authority.

(2)

## **CONSORTIUM ADDENDAM AGREEMENT**

This Agreement is made and executed at Lucknow on this 5<sup>th</sup> day of February, of 2022.

**BETWEEN**

- 1) **AMRAWATI RESIDENCY PVT. LTD.**, having its registered office at 503/58, Mankameshwar Mandir Marg, Barauliya, Daliganj, Lucknow, (hereinafter referred to as the "First Party", which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns), through its authorized signatory Mr. Akhilesh Kumar Mishra son of Mr. V.P. Mishra.

**AND**

- 2) **MENTOR INFRABUILD PVT. LTD.**, having its registered office at 498/143, First Floor, Gopal Sadan, Near I.T. Crossing, Faizabad Road, Lucknow through its authorized signatory Mr. Akhilesh Kumar Mishra son of Mr. V.P. Mishra.

**AND**

- 3) **MENTOR INFRA TECH PVT. LTD.**, having its registered office at 498/143, First Floor, Gopal Sadan, Near I.T. Crossing, Faizabad Road, Lucknow through its authorized signatory Mr. Akhilesh Kumar Mishra son of Mr. V.P. Mishra.

AMRAWATI RESIDENCY PVT. LTD.

Mentor Infrabuild PVT. LTD.

MENTOR INFRA TECH PRIVATE LIMITED

METROPOLE RESIDENCY PVT. LTD.



(3)

AND

- 4) **DINESH** son of Late Fekuram resident of Village-Hardipur, Post-Sadar, District-Jaunpur (U.P.).

AND

- 5) **METROPOLE RESIDENCY PVT. LTD.**, having its registered office at 498/143, First Floor, Gopal Sadan, Near I.T. Crossing, Faizabad Road, Lucknow through its authorized signatory Mr. Vipin Kumar son of Mr. Surya Narain resident of 13 Stall Number, Nehru Marg, Sadar Bazar, Cantt Road, Lucknow (U.P.)

**WHEREAS** Party No.1 is lead developer and Parties No. 2, 3, 4, & 5 are consortium members.


Parties No. 1 to 5 (Hereinafter collectively referred to as **The Consortium**, which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns). **WHEREAS** all the above mentioned First Party & others entered and executed two separate **CONSORTIUM MOU** for forming a Consortium of Developer Companies with the object of integrated Township in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh for selection of Private Developer for development of Integrated Township in the State of Uttar Pradesh. The said both **CONSORTIUM MOU** are duly registered in the office of Sub Registrar-III, Lucknow vide Bahi No. 4 Jild No. 577 Pages 245/268 Sl.No. 634 on dt. 09.10.2019, and vide Bahi No. 4 Jild No. 475 Pages 393/428 Sl.No. 474 on dt. 14.06.2016 respectively.

**WHEREAS** the Lead Member **AMRAWATI RESIDENCY PVT. LTD.** the Lead Member and the Consortium Members have been entering into a **CONSORTIUM MOU** with the object of development of Integrated Township in the State of Uttar Pradesh and for submitting the proposal to the Government of Uttar Pradesh for selection of Private Developer for development of

AMRAWATI RESIDENCY PVT. LTD.

  
Authorised

Mentor Infratech

  
Authorised

MENTOR INFRA TECH PRIVATE LIMITED

  
Authorised Signatory

METROPOLE RESIDENCY PVT. LTD.

  
दिनेश

various complexes including but not limited to Integrated Township in the State of Uttar Pradesh.

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

**1. Lead Member:**

- 1.1 All the Consortium members mutually decided to appoint M/s **AMRAWATI RESIDENCY PVT. LTD.**, as Private Developer and Lead Member.

**2. Aim and Scope of Consortium Agreement:**

- 2.1 The sole aim of this **CONSORTIUM AGREEMENT** is for the development of Integrated Township in the State of Uttar Pradesh.

- 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. Shareholding basis in Consortium:**

- 3.1 **AMRAWATI RESIDENCY PVT. LTD.** shall act as a lead member of the Consortium.

- 3.2 The Shareholding of the members of the consortium shall be mutually decided later on,

**4. Project Management Structure and Rules of the Members:**

The Consortium shall act as a Private Developer as per definition of Lucknow Development Authority and arrange for Land and finances for the project.

**5. Funding and Basis of Sharing the Expenditure and Remuneration:**

- 5.1 Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by the Consortium.

- 5.2 The Consortium shall raise loans from the Financial Institution/Banks for the project and any shortfall in the

AMRAWATI RESIDENCY PVT. LTD.

*[Signature]*  
Authorized

Mentor Infrabuild Pvt. Ltd.

*[Signature]*  
Authorized

MENTOR INFRA TECH PRIVATE LIMITED

*[Signature]*  
Authorized

METROPOLE RESIDENCY PVT. LTD.

*[Signature]*  
Authorized



financing of the Project shall be contributed by the consortium members in, the ratio of their shareholding.

- 5.3 Upon completion of the Project any profit and loss shall be shared by the Consortium members in ratio of their shareholding.

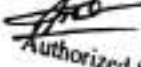
6. **GENERAL TERMS AND CONDITIONS:**

- 6.1 **GOVERNING LAW:** This **CONSORTIUM ADDENDAM 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.
- 6.2 **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this **CONSORTIUM ADDENDAM 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.
- 6.3 **SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this **CONSORTIUM ADDENDAM 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.
- 6.4 **WAIVER:** The waiver of any member of any breach of any terms of this **CONSORTIUM ADDENDAM AGREEMENT** shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 6.5 **TOTALITY;** This **CONSORTIUM ADDENDAM AGREEMENT** embodies the entire understanding of the members and there are no promises. Terms, conditions or

AMRAWATI RESIDENCY PVT. LTD.

  
Authorized Signatory

Mentor Infra

  
Authorized Signatory

MENTOR INFRA TECH PRIVATE LIMITED

  
Authorized Signatory

METROPOLE RESIDENCY PVT. LTD.

  
Authorized Signatory

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 30

वर्ष: 2022

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

श्री अमरावती रेजीडेन्सी प्रा० लि० द्वारा  
अखिलेश कुमार मिश्रा अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री वी०पी० मिश्रा  
व्यवसाय: नौकरी  
निवासी: 503/58, मनकामेश्वर मन्दिर मार्ग, बरौतिया, डालीगंज, लखनऊ



श्री, अमरावती रेजीडेन्सी प्रा० लि० द्वारा

अखिलेश कुमार मिश्रा अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक  
05/02/2022 एवं 04:26:02 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
गौरव मिश्रा (प्रभारी)  
उप निबंधक : सदर प्रथम  
लखनऊ  
05/02/2022  
  
गौरव मिश्रा -  
निबंधक लिपिक

प्रिंट करें





(6)

obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this **CONSORTIUM ADDENDAM 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 ADDENDAM AGREEMENT**. This **CONSORTIUM ADDENDAM AGREEMENT** also supersedes all previous communications and other **CONSORTIUM ADDENDAM AGREEMENT** between the members written or oral for this project.

- 6.6 **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of this **CONSORTIUM ADDENDAM 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.
- 6.7 **NOTICES:** Any notice required pursuant to this **CONSORTIUM ADDENDAM AGREEMENT** shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the **CONSORTIUM ADDENDAM AGREEMENT**.
- 6.8 **MODIFICATION AMENDMENT:** The terms and conditions of this **CONSORTIUM ADDENDAM AGREEMENT** may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

**VALIDITY:**

- 6.9 (i) **TERMINATION OF CONSORTIUM AGREEMENT.** This **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.

AMRAWATI RESIDENCY PVT. LTD.

Mentor Infra

MENTOR INFRA TECH PRIVATE LIMITED

METROPOLE RESIDENCY PVT. LTD.

Authorized Signat

श्री आरिफ अली, पुत्र श्री नासिर

नियामी: कटियार, भरावां, जिला हरदोई

व्यवसाय: अन्य आरिफ अली



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*(Signature)*

गौरव मिश्रा (प्रभारी)

उप निबंधक : सदर प्रथम

तखनऊ

*(Signature)*

गौरव मिश्रा -

निबंधक लिपिक

ने की। प्रत्यक्षतः अद्व साक्षियों के निशान अंगूठे  
नियमानुसार लिए गए हैं।  
टिप्पणी:

प्रिंट करें





- Upon Completion of the Project.

(ii) The **CONSORTIUM ADDENDAM AGREEMENT** shall be valid and enforceable till the completion of the Project.

#### 6.10 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 sub contract or **CONSORTIUM ADDENDAM AGREEMENT** between the members. In no event shall the members of this **CONSORTIUM ADDENDAM AGREEMENT** have any obligation or liability to the other nor shall any remedy be available to the other members, except as expressly written herein. No party shall be liable for any financial compensation arising out of the termination of this **CONSORTIUM ADDENDAM AGREEMENT**, to other members of this **CONSORTIUM AGREEMENT**. No party shall be liable to the other party/members for any indirect, incidental, special or consequential damages however caused, whether as a consequences of the negligence of the 'one member or otherwise. This **CONSORTIUM ADDENDAM AGREEMENT** will be the part of CONSORTIUM AGREEMENT MOU No. 699 dt. 14.10.2015, CONSORTIUM MOU No. 740 dt. 02.11.2015, CONSORTIUM ADDENDUM AGREEMENT No. 79 dt. 17.02.2017 & CONSORTIUM ADDENDUM AGREEMENT No. 187 dt. 21.03.2018.

Stamp duty of Rs. 1000/- is being paid in this CONSORTIUM ADDENDUM AGREEMENT through e-Stamp Certificate No. IN-UP17708766829444U dt. 05.02.2022.

IN WITNESS WHEREOF THE MEMBERS HAVE EXECUTED THIS **CONSORTIUM ADDENDAM AGREEMENT** ON THIS 5<sup>th</sup> DAY OF FEBRUARY, 2022 AT LUCKNOW AND

AMRAWATI RESIDENCY PVT. LTD.

*[Signature]*

Authorised

Mentor Infra

*[Signature]*

Authorized Sign

MENTOR INFRA TECH PRIVATE LTD.

*[Signature]*

Authorized Sign

METROPOLE RESIDENCY PVT. LTD.

*[Signature]*

Auth.

*[Signature]*

बही सं०: 4

रजिस्ट्रेशन सं०: 30

वर्ष: 2022

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

प्रथम पक्ष: 1

श्री अमरावती रेजीडेन्सी प्रा० लि० के द्वारा अखिलेश  
कुमार मिश्रा, पुत्र श्री वी०पी० मिश्रा  
निवासी: 503/58, मनकामेश्वर मन्दिर मार्ग,  
बराँलिया, डालीगंज, लखनऊ  
व्यवसाय: नौकरी  
प्रथम पक्ष: 2



श्री मेन्टोर इन्फ्रास्ट्रक्चर्स प्रा० लि० के द्वारा अखिलेश  
कुमार मिश्रा, पुत्र श्री वी०पी० मिश्रा  
निवासी: 498/143, प्रथम तल, गोपाल सदन, निकट  
आई०टी० घौराहा, फैजाबाद रोड, लखनऊ  
व्यवसाय: नौकरी  
प्रथम पक्ष: 3



श्री मेन्टोर इन्फ्रास्ट्रक्चर्स प्रा० लि० के द्वारा अखिलेश कुमार  
मिश्रा, पुत्र श्री वी०पी० मिश्रा  
निवासी: 498/143, प्रथम तल, गोपाल सदन, निकट  
आई०टी० घौराहा, फैजाबाद रोड, लखनऊ  
व्यवसाय: नौकरी  
प्रथम पक्ष: 4



श्री दिनेश, पुत्र श्री स्व० फेरूराज  
निवासी: ग्राम-हरदीपुर, पोस्ट-सदर, जिला-जौनपुर,  
उ०प्र०  
व्यवसाय: नौकरी  
प्रथम पक्ष: 5



श्री मेट्रोपोल रेजीडेन्सी प्रा० लि० के द्वारा विपिन कुमार  
पुत्र श्री सूर्य नारायण  
निवासी: 13, स्टाल नम्बर, नेहरू मार्ग, सदा बाजार  
कण्ट रोड, लखनऊ  
व्यवसाय: नौकरी



ने निष्पादन स्वीकृत किया। जिनकी पहचान  
पहचानकर्ता: 1

श्री पवन तिवारी, पुत्र श्री एम० आर० तिवारी  
निवासी: कलेक्ट्रेट कोर्ट, लखनऊ  
व्यवसाय: वकालत





HAVE CAUSED THIS Consortium Addendum Agreement to be signed on their manner in the manner set out below.

**WITNESSES :**



1. Pawan  
Pawan Tiwari, Advocate  
S/o Sri M.R. Tiwari  
R/o-Collectorate Court,  
Distt. Lucknow.



2. Arif Ali  
S/o Sri Nasir  
R/o-Katiyar, Bharawan,  
Distt.-Hardoi, U.P.

**PARTIES**

AMRAWATI RESIDENCY PVT. LTD.

(Akhilesh Kumar Mishra)

Authorised Signatory of Party No. 1  
PAN - AAGCA5375H

Mentor Infra

(Akhilesh Kumar Mishra)

Authorised Signatory of Party No. 2  
PAN - AAICM6130E

MENTOR INFRASTRUCTURE PRIVATE LIMITED

(Akhilesh Kumar Mishra)

Authorised Signatory of Party No. 3  
PAN - AAICM6125D

विश्व

(Dinesh)

Authorised Signatory of Party No. 4  
PAN - CKJPD6156P

METROPOLE RESIDENCY PVT. LTD.

(Vipin Kumar)

Authorised Signatory of Party No. 5  
PAN - AAICM4944J

Typed by

(Rajneesh Sharma)

Drafted by

(Mukesh Mani Tripathi)  
Advocate  
Collectorate, Lucknow

आवेदन सं०: 202200821008207

बही संख्या 4 जिल्द संख्या 649 के पृष्ठ 207 से 222 तक  
क्रमांक 30 पर दिनांक 05/02/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



गौरव मिश्रा(प्रभारी)

उप निबंधक : सदर प्रथम

लखनऊ

05/02/2022

प्रिंट करें

