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500/2

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

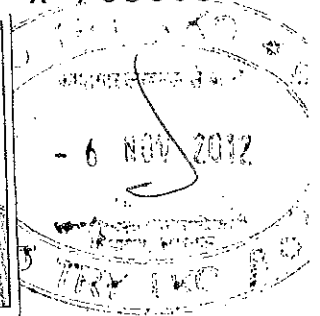
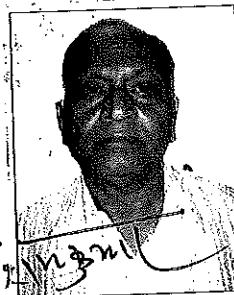
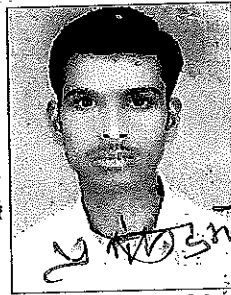
उत्तर प्रदेश UTTAR PRADESH

X 705663



Financial Properties & Infrastructure Ltd.

AUTHORIZED SIGNATORY



CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 22<sup>th</sup> day of November of 2012.

BETWEEN

1. ANSAL PROPERTIES & INFRASTRUCTURE LTD. a company incorporated under the Companies Act, 1956, having its registered office

For Ansal Properties & Infrastructure Ltd.

AUTHORIZED SIGNATORY

Praveen Kumar

Ram Saran

Dhoni

Brijendra Kumar

ब्रिजेंद्र कुमार

Ram Kumar

Jaganendra

Brijendra

Ram Kumar

Ram Saran

Ram Saran

Vinod Kumar

विनोद कुमार

Ranjeet

रंजीत

म सख्या 5247

स्टाम्प विक्रय की तिथि 22/11/12

स्टाम्प क्रय करने का प्रयोजन जे. ए. पी. डी. एल

स्टाम्प क्रेता का नाम व पूरा पता

स्टाम्प की धनराशि 6000/-

विजय कुमार शुक्ला, स्टाम्प विक्रेता

पञ्चम

ला० नं० 141, निबन्धन भवन

लाइसेन्स की अवधि 31-3-2014





at having its Registered Office 115, Anand Bhawan, 16, K.G. Marg, New Delhi-110001, local add.- Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow (hereinafter referred APIL to as the Lead Member 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 **Ambika Prasad Dwivedi son of Sri Beni Prasad Dwivedi, Address:- D-39, Sec-K, Aliganj, Lucknow AND**

2. **Praveen Kumar** S/o Kallu R/o Gadhi Chunauti, Pargana Biznaure, Tehsil and District Lucknow , **AND**
3. **Ram Kumar** S/o Late Makkaram R/o C-3152, Rajajupuram, Lucknow , **AND**
4. **Ram Swaroop** S/o Ram Autaar R/o 251, Chandralok Colony, Aliganj Lucknow , **AND**
5. **Ram Sawle** S/o Devta R/o 254, Chandralok Colony, Aliganj Lucknow,

**AND**  
**For Anael Properties & Infrastructure Ltd.**

**AUTHORISED SIGNATORY**

Praveen Kumar

Ram Kumar

Ram Swaroop

Ram

Jai

Ram Prasad

Bishu

Brijlal

Vinod Kumar

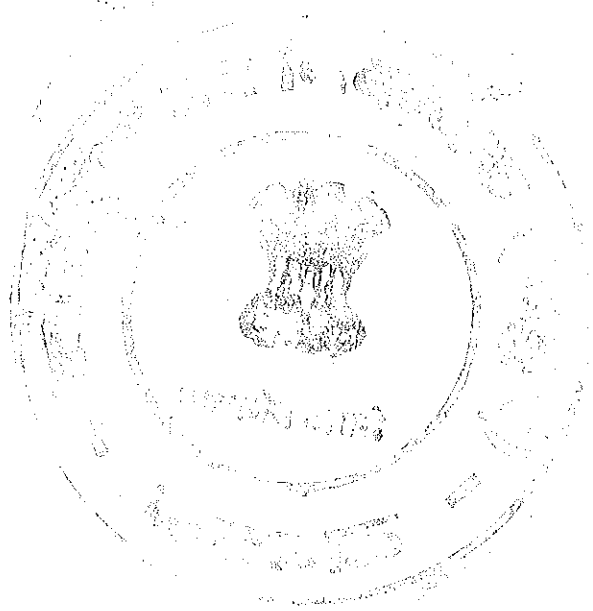
Brijendra Kumar

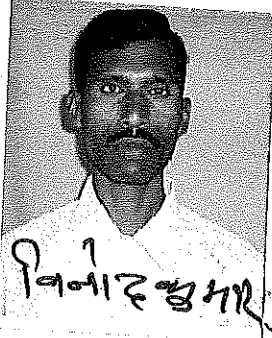
Ram Kumar

Ranjeet

बृजेंद्र कुमार

रंजीत





- 6. **Jailendra S/o Baboolal R/o Pure Nidhi Majra Kilauli Raibareilly, AND**
- 7. **Ramsajeevan S/o Sri Bhondu R/o Pure Nidhi Majra Kilauli, Gurubakshganj, Raibareilly, AND**
- 8. **Dhoni S/o Devidayal R/o Village Mirzapur Bhitari Post Naongaon, Fatehpur, AND**

**For Ansal Properties & Infrastructure Ltd.**

**AUTHORISED SIGNATORY**

Praveen Kumar

Ram Kumar

Ram Swaroop

Ram

Jailendra

Ram Sajeevan

Brijlal

Vinod Kumar

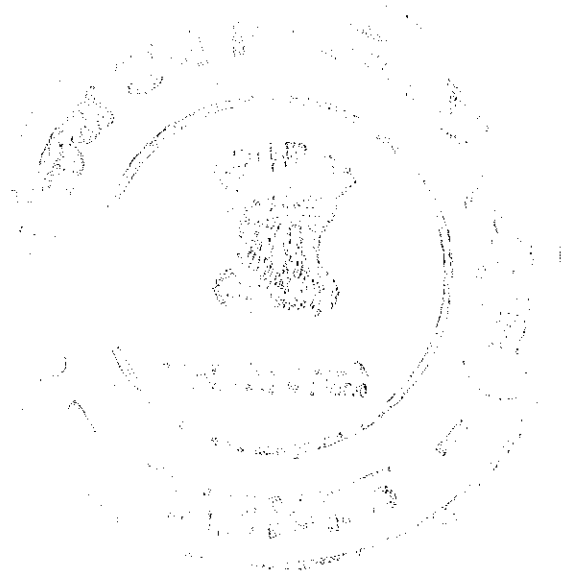
Brijendra Kumar

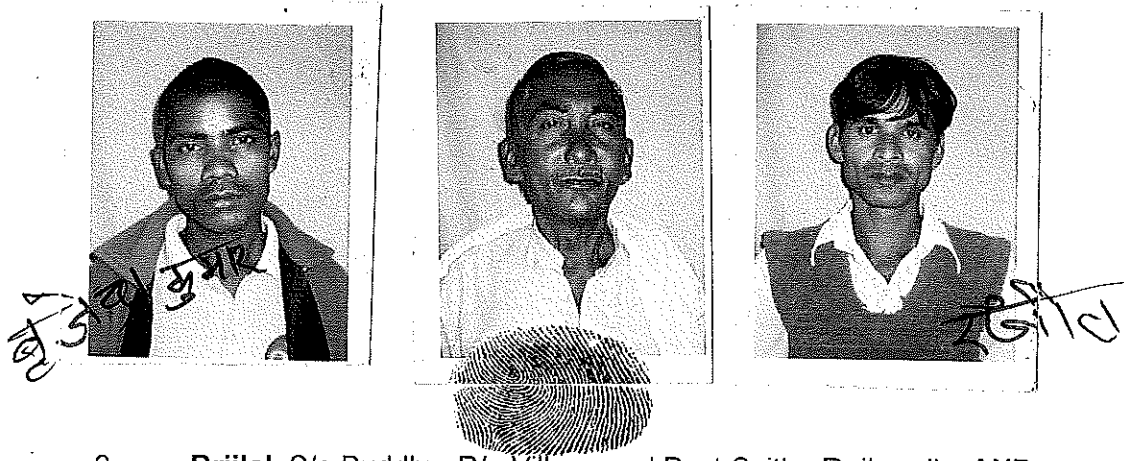
Ram Kumar

Ranjeet

बृजेंद्र कुमार

रंजित





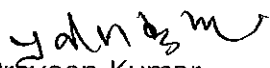
9. **Brijlal** S/o Buddhu R/o Village and Post-Saitha,Raibareilly, **AND**

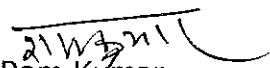
10. **Vinod Kumar** S/o Late Ram Bhadur R/o Village Balla Baraula,Post Gurubakshganj, Raibareilly, **AND**

11. **Brijendra Kumar** S/o Ramswaroop R/o Pure Prabhu, Atura Bujurg, Raibareilly, **AND**

For Anaal Properties & Infrastructure Ltd:

AUTHORISED SIGNATORY

  
Praveen Kumar


  
Ram Kumar

  
Ram Swaroop

Ram Swaroop

  
Brijlal

  
Vinod Kumar

  
Brijendra Kumar

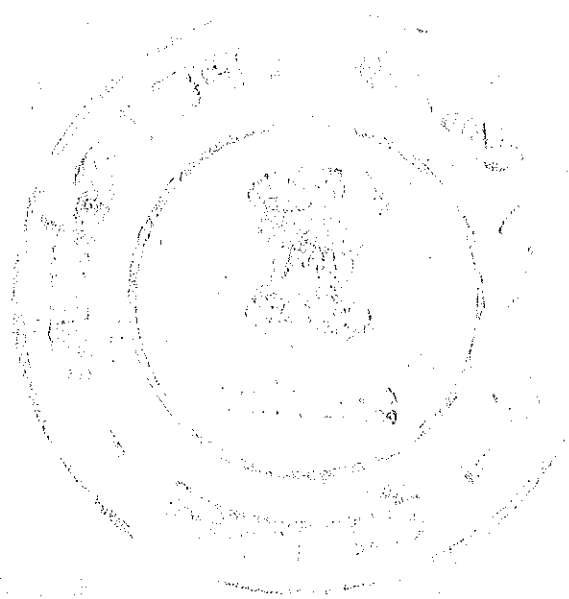
  
Ram Kumar

  
Ranjeet











12. **Ramkumar** S/o Rampal R/o Asanandpur, Raibareilly, **AND**
13. **Ranjeet** S/o Durga Prasad S/o 251, Chandralok Colony, Aliganj Lucknow.

Party No. 1 is a **Lead Developer** and party No. 2-13 hereinafter collectively referred to as **CONSORTIUM MEMBERS** 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 parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium of Developer Companies with the object of development of various complexes including but not limited to Hi-Tech 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 various complexes including but not limited to Hi-Tech Township in the State of Uttar Pradesh.

**AND WHEREAS** the lead Member and consortium member authorized to amend/modify the terms and conditions of the consortium agreement and have decided to include 12 New Consortium Member who shall be forming part of the following registered **Consortium Agreement**:

- 1) Consortium agreement registered in the office of Sub-Registrar-I, in Book No. IV, Zild No. 382, Pages 11/114, as Serial No. 125 on 07.05.2007 at Lucknow.
- 2) Consortium agreement registered in the office of Sub-Registrar-I, in Book No. IV, Zild No. 382, Pages 131/324, as Serial No. 128 on 09.05.2007 at Lucknow.

For Ansal Properties & Infrastructure Ltd.

**AUTHORISED SIGNATORY**

  
Praveen Kumar

  
Ram Kumar

  
Ram Swaroop


  
Anil Sawle

  
Jaiendra

  
Ram Suresh

  
Brijlal

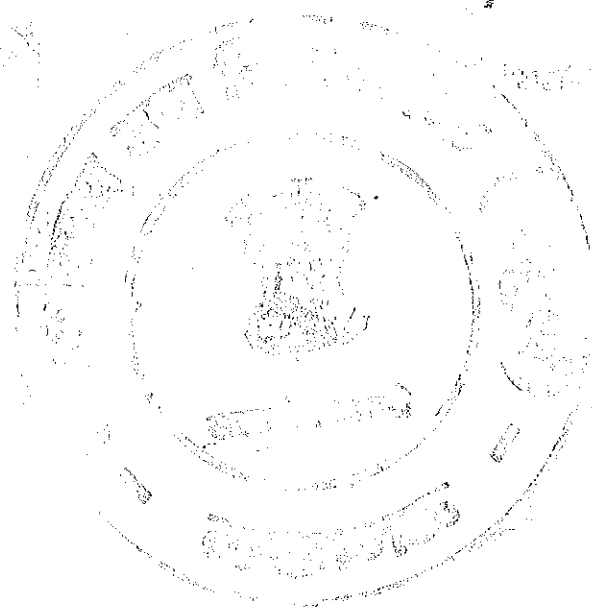
  
Vinod Kumar

  
Brijendra Kumar

  
Ram Kumar


  
Ranjeet


  
Anil Sawle

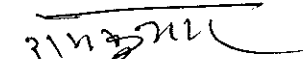



- 3) Consortium agreement registered in the office of Sub-Registrar-I, in Book No. IV, Zild No. 251, Pages 235/276, as Serial No. 494/07 on 15.11.2007 at Lucknow.
- 4) Consortium agreement registered in the office of Sub-Registrar-II, in Book No. IV, Zild No. 257, Pages 163/222, as Serial No. 116 on 17.03.2008 at Lucknow.
- 5) Consortium agreement registered in the office of Sub-Registrar-II, in Book No. IV, Zild No. 258, Pages 187/208, as Serial No. 146 on 31.03.2008 at Lucknow.
- 6) Consortium agreement registered in the office of Sub-Registrar-IV, in Book No. IV, Zild No. 185, Pages 399/446, as Serial No. 184 on 04.05.2012 at Lucknow

For Anand Properties & Infrastructure Ltd.

  
AUTHORISED SIGNATORY

  
Praveen Kumar

  
Ram Kumar

  
Ram Swaroop

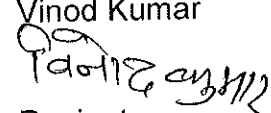


  
Jaiendra

  
Ram Sajeeva



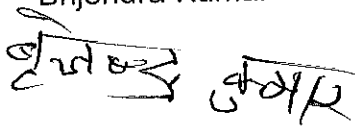
  
Brijlal

Vinod Kumar  


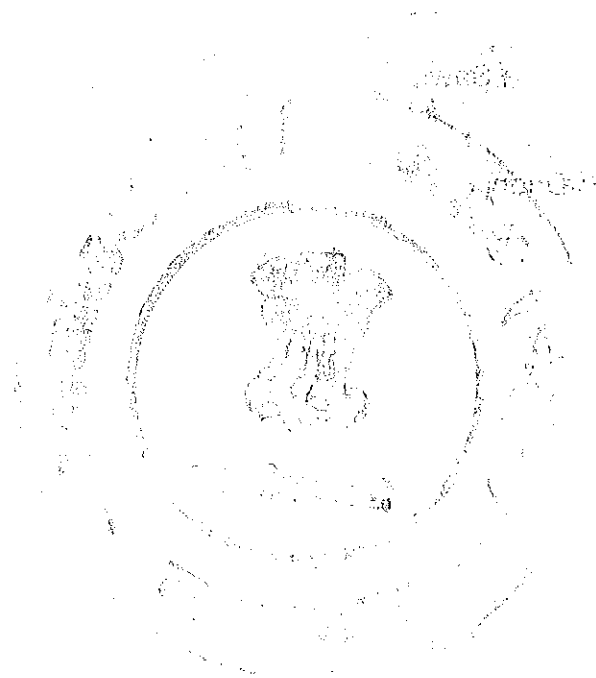
Brijendra Kumar

Ram Kumar

Ranjeet  





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

**1. Lead Member:**

1.1 Consortium member mutually decided to appoint **Ansal Properties And Infrastructure Ltd.**, as Private Developer and Lead Member.

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

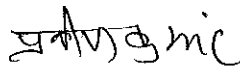
2.1 The sole aim of this **Consortium Agreement** is for the development of the various properties in the State of Uttar Pradesh.

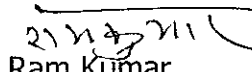
2.2 The Lead Member shall solely by its signature prepare and submit a proposal for the selection of the Developer Consortium for development of township and shall design, develop, finance, construct, sell, operate and maintain the properties of other consortium members.

2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties of all the consortium members.

For Ansal Properties & Infrastructure Ltd.

**AUTHORISED SIGNATORY**

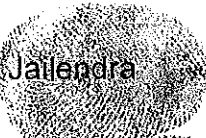
  
Praveen Kumar

  
Ram Kumar



Ram Swaroop

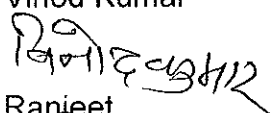
Ram 

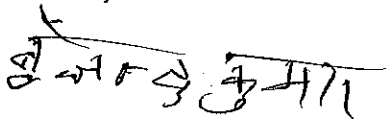
Jailendra 

Ram Sajeet 


  
Brijendra Kumar

Brijlal   
Ram Kumar

Vinod Kumar  
  
Ranjeet







भागीदारी विलेख

100.00 20 120.00 1,000

फौरा रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

भागीदारी की धनराशि

श्री मे अंसल प्रापर्टीज ए इन्फा लि द्रा अधि हस्ता अम्बिका प्रसाद दिवेदी  
पुत्र श्री बेनी प्रसाद दिवेदी

व्यवसाय नौकरी

निवासी स्थायी 13 राणा प्रताप मार्ग लखनऊ  
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 22/11/2012 समय 4:25PM

वजे निबन्धन हेतु पेश किया।

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री मे अंसल प्रापर्टीज ए इन्फा लि द्रा अधि हस्ता  
अम्बिका प्रसाद दिवेदी  
पुत्र श्री बेनी प्रसाद दिवेदी  
पेशा नौकरी  
निवासी 13 राणा प्रताप मार्ग लखनऊ

श्री प्रवीन कुमार  
पुत्र श्री कल्लू  
पेशा व्यापार  
निवासी गढी चुनौटी पर बिजनौर लखनऊ

श्री राम कुमार  
पुत्र श्री मक्काराम  
पेशा व्यापार  
निवासी सी 3152 राजाजीपुरम लखनऊ

श्री रामस्वरूप  
पुत्र श्री राम अवतार  
पेशा व्यापार  
निवासी 251 चन्द्रलोक अलीगंज लखनऊ

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आनन्द प्रकाश मिश्र  
उप निबन्धक (चतुर्थ)

लखनऊ

22/11/2012

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

**Ansal Properties And Infrastructure Ltd.**, Consortium shall act as a Private Developer as per definition of Lucknow Development Authority and arrange for Land and finances for the project. No land is being transferred by this Agreement.

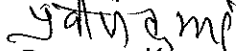
4. **Funding and Basis of Sharing the Expenditure and Remuneration:**

4.1 Upto the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by the **ANSAL PROPERTIES AND INFRASTRUCTURE LTD.**, Consortium.

4.2 The **ANSAL PROPERTIES AND INFRASTRUCTURE LTD.**, Consortium shall raise loans from the Financial Institution/ Banks by depositing title deeds of all consortium members 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. All the consortium members have no

For Ansal Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY


  
Praveen Kumar

  
Ram Kumar

  
Ram Swaroop


  
Ram Sawle

  
Jaiendra

  
Ram Sajee

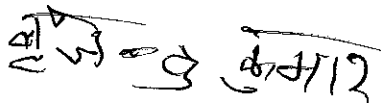
  
Brijlal

  
Vinod Kumar

  
Brijendra Kumar

  
Ram Kumar

  
Ranjeet





श्री राम सावले  
पुत्र श्री देवता  
पेशा व्यापार  
निवासी 254 चन्द्रलोक अलीगज लखनऊ

श्री जैलेन्द्र  
पुत्र श्री बबूलाल  
पेशा व्यापार  
निवासी पूरे निधि किलौली रायबरेली

श्री राम सजीवन  
पुत्र श्री भोदू  
पेशा  
निवासी पूरे निधि किलौली रायबरेली

श्री धोनी  
पुत्र श्री देवी दयाल  
पेशा व्यापार  
निवासी मिर्जापुर भिटारी फतेहपुर

श्री वृजलाल  
पुत्र श्री बुडू  
पेशा व्यापार  
निवासी सैथा रायबरेली

श्री विनोद कुमार  
पुत्र श्री राम बहादुर  
पेशा कृषि  
निवासी बल्ला बरौला रायबरेली

श्री बृजेन्द्र कुमार  
पुत्र श्री राम स्वरूप  
पेशा कृषि  
निवासी पूरे प्रभू रायबरेली

श्री जयदु कुमार



objection in mortgaging their title deeds before any Financial Institution/ Banks.

4.3 Upon completion of the Project any profit and loss shall be shared by the **ANSAL PROPERTIES AND INFRASTRUCTURE LTD.**, Consortium Members in ratio of their shareholding.

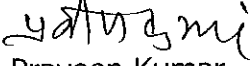
5. **GENERAL TERMS AND CONDITIONS:**

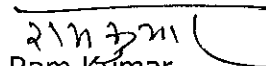
5.1 **GOVERNING LAW:** This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.

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,

For Ansal Properties & Infrastructure Ltd.

**AUTHORISED SIGNATORY**

  
Praveen Kumar

  
Ram Kumar

  
Ram Swaroop

  
Praveen Kumar

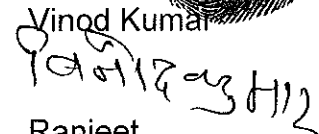
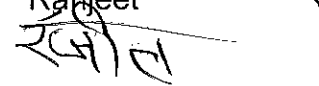
  
Jaiendra

  
Ram Sajeev

  
Brijendra Kumar

  
Brijendra

  
Ram Kumar

Vinod Kumar  
  
Ranjeet  


श्री राम कुमार  
पुत्र श्री रामपाल  
पेशा कृषि  
निवासी असाननपुर जिला रायबरेली

*Handwritten signature*

श्री रंजीत  
पुत्र श्री दुर्गाप्रसाद  
पेशा व्यापार  
निवासी 251 चन्द्रलोक अलीगंज लखनऊ

*Handwritten signature*

ने निष्पादन स्वीकार किया ।  
जिनकी पहचान श्री विवेक कुमार सिंह  
पुत्र श्री  
पेशा व्यापार

निवासी सिविल कोर्ट लखनऊ

व श्री बी आर सिंह

पुत्र श्री

पेशा वकालत

निवासी सिविल कोर्ट लखनऊ

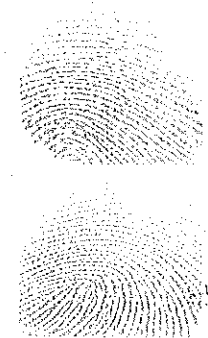
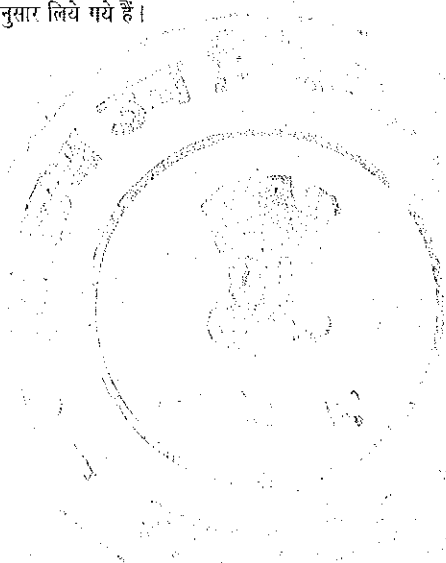
ने की ।

प्रत्यक्षतः भद्र साक्षियों के निजान अंगुठे नियमानुसार लिये गये हैं ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*Handwritten signature*  
आनन्द प्रकाश मिश्र  
उप-निबन्धक (चतुर्थ )  
लखनऊ

22/11/2012



Government action. In the event of force majeure, the members of the **Consortium Agreement** undertake 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.

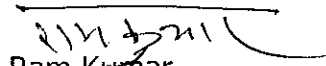
5.4 **WAIVER:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.

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

For Ansal Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY


  
Praveen Kumar

  
Ram Kumar

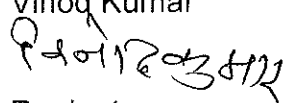
  
Ram Swaroop


  
R

  
Jallendra

  
Ram Sajeev

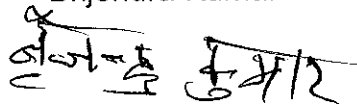
  
Brijlal

  
Vinod Kumar

  
Brijendra Kumar

  
Ram Kumar

  
Ranjeet





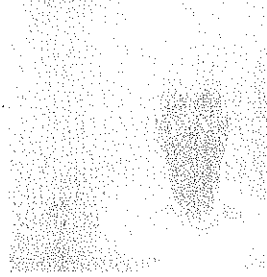
भागीदार

Registration No.: 570

Year : 2,012

Book No. : 4

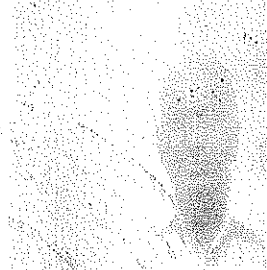
0101 मे अंसल प्रापर्टीज ए इन्फा लि द्रा अधि हस्ता अम्बिका प्रसाद दिव  
बेनी प्रसाद दिवेदी  
13 राणा प्रताप मार्ग लखनऊ  
नौकरी



0102 प्रवीन कुमार  
कल्लू  
गढी चुनौटी पर बिजनौर लखनऊ  
व्यापार



0103 राम कुमार  
मक्काराम  
सी 3152 राजाजीपुरम लखनऊ  
व्यापार



0104 रामस्वरूप  
राम अवतार  
251 चन्द्रलोक अलीगंज लखनऊ  
व्यापार



those contained 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.


5.7 **NOTICES :** Any notice required pursuant to this Consortium Agreement shall be give in writing and shall be delivered by hand under

For Ansal Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY

  
Praveen Kumar

  
Ram Kumar

  
Ram Swaroop

Ram

Jallendra

Ram Sajee

Dh

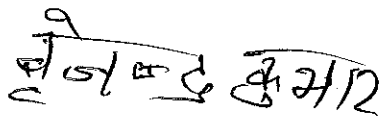
Brijendra

Vinod Kumar

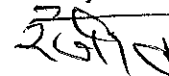
Brijendra Kumar

Ram Kumar

Ranjeet







भागीदार

Registration No.: 570

Year: 2,012

Book No.: 4

0105 राम सावले

देवता:

254 चन्दलोक अलीगज लखनऊ

व्यापार

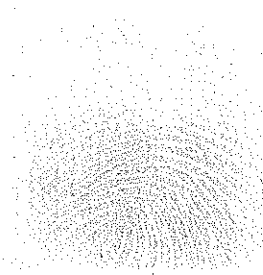
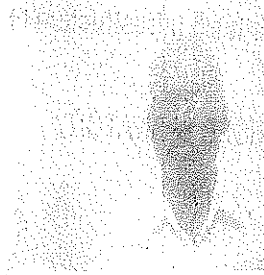


0106 जैलेन्द्र

बबूलाल

पुरे निधि किलौली रायबरेली

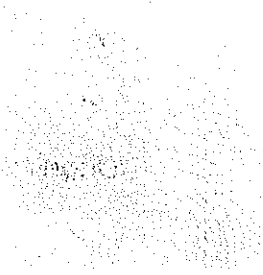
व्यापार



0107 राम सजीवन

भोदू

पुरे निधि किलौली रायबरेली

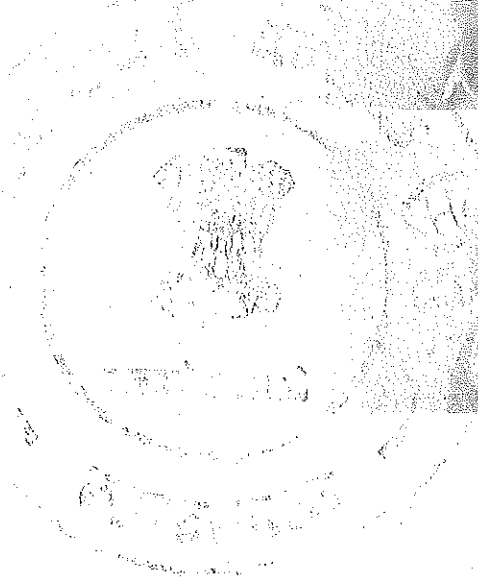


0108 धोनी

देवी दयाल

भिर्जापुर भिटारी फतेहपुर

व्यापार



acknowledgment or send by facsimile to the party at 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 as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

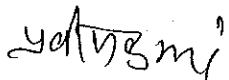
**VALIDITY:**

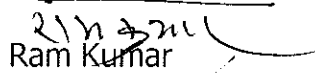
5.9 (i) **TERMINATION OF CONSORTIUM AGREEMENT:** This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- Rejection of our proposal by the Government of Uttar Pradesh.
- Upon Completion of the Project.

For Ansal Properties & Infrastructure Ltd.

  
AUTHORISED SIGNATORY

  
Praveen Kumar

  
Ram Kumar

  
Ram Swaroop

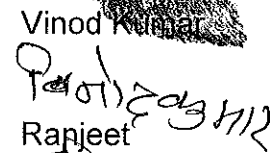
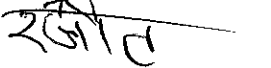
  
Ram Sawle

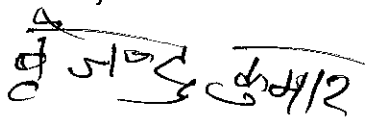

  
Jalendra

  
Vinod Kumar

  
Brijendra Kumar

  
Brijlal  
Ram Kumar

  
Ranjeet  


भागीदार

Registration No.: 570

Year : 2,012

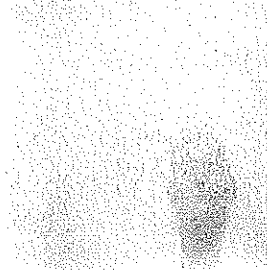
Book No. : 4

0109 बृजलाल

बुद्धू

सैथा रायबरेली

व्यापार

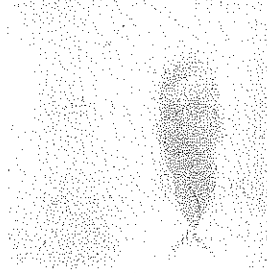


0110 विनोद कुमार

राम बहादुर

बल्ला बरौला रायबरेली

कृषि

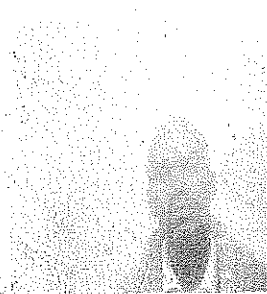


0111 बृजेन्द्र कुमार

राम स्वरूप

पूरे प्रभू रायबरेली

कृषि

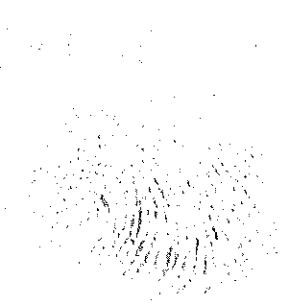


0112 राम कुमार

रामपाल

असाननपुर जिला रायबरेली

कृषि





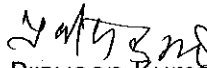
- (ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project.

5.10 MISCELLANEOUS/ LIABILITY:

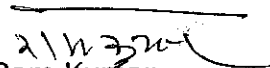
Nothing in this shall be construed providing for the sharing of Profit & Losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub contract or Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any obligation or liability to the other nor shall 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 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

For Ansal Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY

  
Praveen Kumar



  
Ram Kumar



  
Ram Swaroop



Ram Sawle

  
Ram Saje

Brijlal



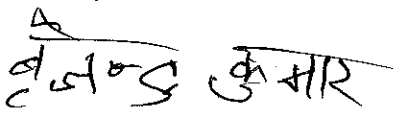
Vinod Kumar

  
Vinod Kumar

Brijendra Kumar

Ranjeet

  
Ranjeet

  
Brijendra Kumar



भागीदार

Registration No.: 570

Year : 2,012

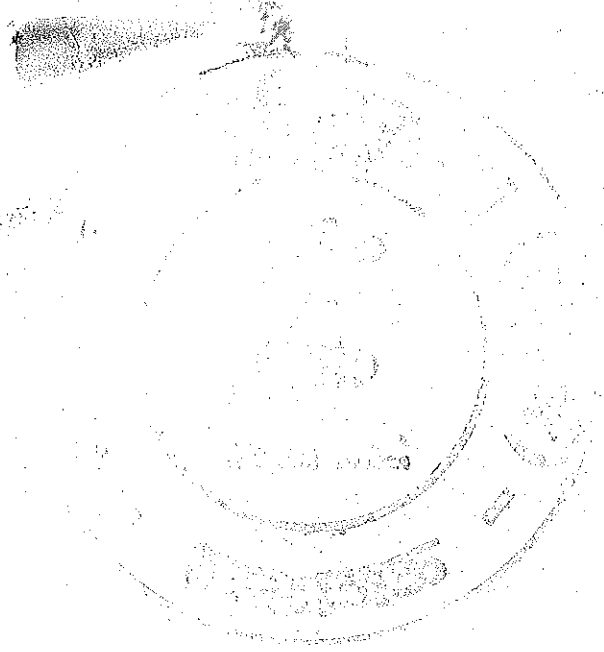
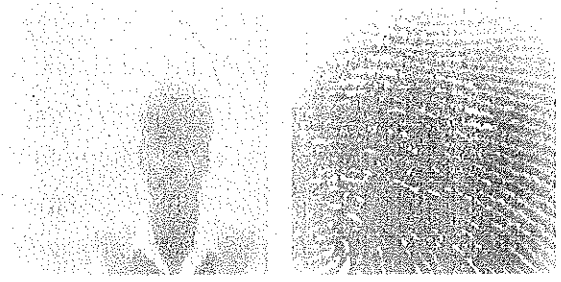
Book No. : 4

0113 रंजीत

दुर्गाप्रसाद

251 चन्द्रलोक अलीगंज लखनऊ

व्यापार




however caused, whether as a consequences of the negligence of the one member or otherwise.

IN WITNESS WHEREOF the lead member and members have executed this Consortium Agreement on this 22<sup>nd</sup> day of November, of 2012 at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

WITNESSES:

1.

  
B.R. Singh  
Advocate  
Civil Court Lucknow

For Ansal Properties & Infrastructure Ltd:

  
AUTHORISED SIGNATORY

Lead Member

2.


Vinod Kumar Singh  
Advocate  
Civil Court Lucknow

Consortium Members

  
1. Praveen Kumar

  
2. Ram Kumar

3. Ram Swaroop

  
4. Ram Sawle

  
5. Jallendra

6. Ram

  
7. Dhoni

  
8. Brijlal

9. Vinod Kumar

10. Brijendra Kumar


  
11. Ram Kumar

12. Ranjeet

  
Typed By:-

(Lovelendra Singh)  
Civil Court Lucknow

Drafted By:-

  
(Benkat Raman Singh)  
Advocate  
Civil Court Lucknow


आवेदन दिनांक 22/11/2012 को

वही सं 4 जिल्द सं 196

पृष्ठ सं 301 से 418 पर क्रमांक 570

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
आनन्द प्रकाश मिश्र

उप-निबन्धक (चतुर्थ)

लखनऊ

22/11/2012

