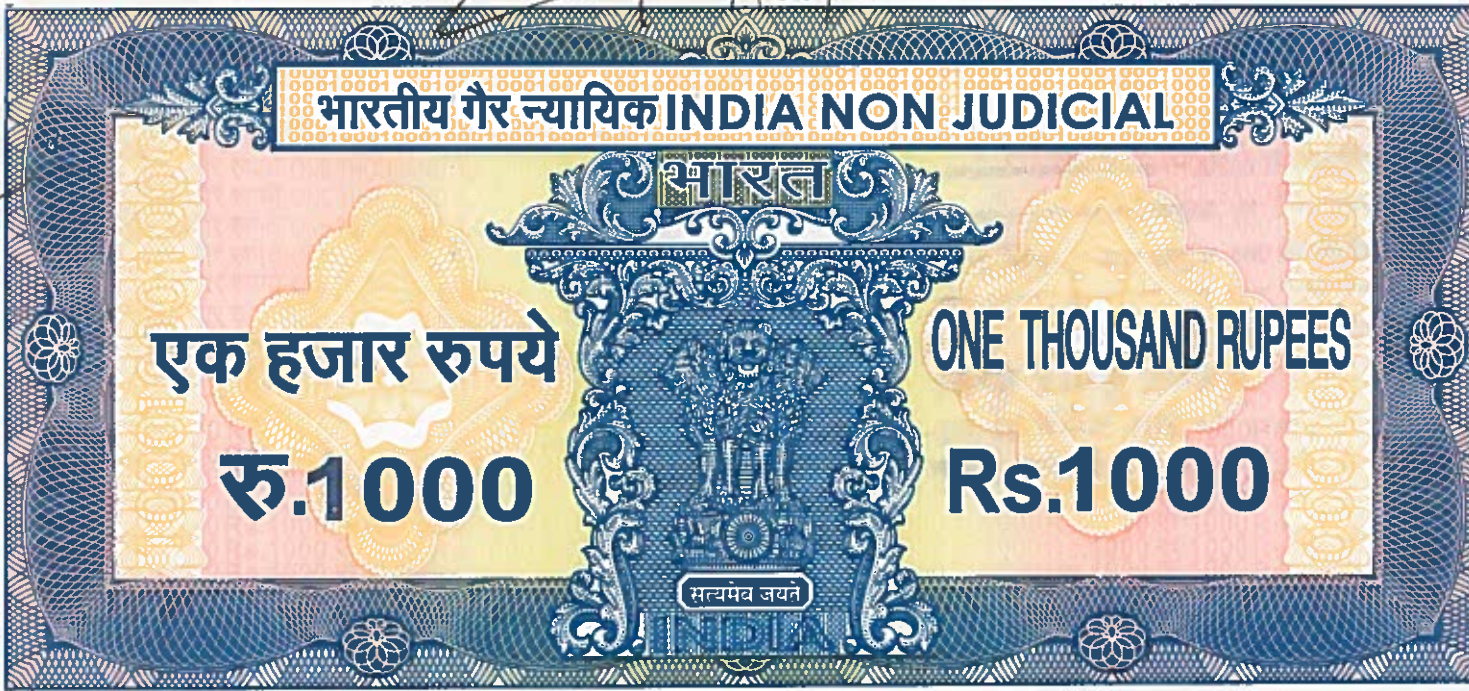


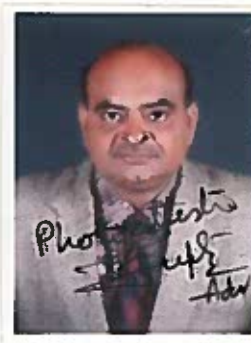
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उत्तर प्रदेश UTTAR PRADESH

B 252766

**CONSORTIUM AGREEMENT**

**THIS CONSORTIUM AGREEMENT** is made and executed at Lucknow on this .....<sup>27th</sup>... day of October 2006 BY AND BETWEEN

- M/s Horizon Infracon Pvt. Ltd.**, a company registered under the Indian Companies Act, 1956 in U.P. vide Registration No. U70109 DL2006 PTC149911 having its Registered Office at SU-12 & 13, Bhikaji Cama Bhawan, Bhikaji Cama Place, New Delhi-110 066,

For Horizon Infracon Pvt. Ltd.

*[Signature]*  
Authorised Signatory

For Piacare Constructions Pvt. Ltd.

For Frozen Constructions Pvt. Ltd.

*[Signature]*

Contd.....2..

*[Signature]*

... &amp; Industries Lt

3042  
28-08-06

ह/रिजि. २-५, ऑफिस जाला

सुमनेश कुमार गुप्ता ३०४२

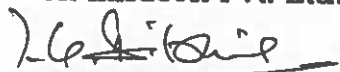
पिन नं० 201 बंगल 31-03-09  
मेनाचंद रोड छोडमा, बंगल

through its authorized signatory Sri T.K. Dikshit, S/o Late C.S. Dikshit R/o B-703, Mahanagar, Lucknow, duly authorized by Board Resolution dated 05.09.2006 (hereinafter referred to as the **FIRST PARTY** which term shall mean and include its successors, assigns and/or nominees) of the First Part;

**2. M/s Frozen Constructions Pvt. Ltd.**, a Company registered under the Indian Companies Act, 1956 in U.P. vide Registration No. U45201UP2006PTC032121 having its Registered Office at 1<sup>st</sup> Floor, Pragati Kendra, Kapoorthala, Aliganj, Lucknow, through its Authorized Signatory Sri B.K. Saxena, S/o Dr. O.N. Saxena, R/o 34, Triveni Ganj, Lucknow, duly authorized by Board Resolution dated...22.09.2006..... (hereinafter referred to as the **SECOND PARTY** which term shall mean and include its successors and assigns) of the Second Part;

**3. M/s Placate Constructions Pvt. Ltd.**, a company registered under the Indian Companies Act, 1956 in U.P. vide Registration No. U45201UP2006PTC032120 having its Registered Office at 1<sup>st</sup> Floor, Pragati Kendra, Kapoorthala Aliganj, Lucknow, through its Authorized Signatory Sri Anmol Kumar, S/o Sri Ram Singh, R/o E-III 312, Sector-J, Aliganj, Lucknow duly authorized by Board Resolution dated...22.09.2006..... (hereinafter referred to as the **THIRD PARTY** which term shall mean and include its successors, assigns and/or nominees) of the Third Part;

For Horizon Infracon Pvt. Ltd.

  
Authorized Signatory

For Frozen Constructions Pvt. Ltd.

  
Contract.....3..

For Placate Constructions Pvt. Ltd.



For Eldeco Housing & Industries Ltd

  
Authorized Signatory

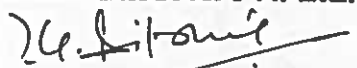



4. **M/s Eldeco Housing & Industries Ltd.**, a company registered under the Indian Companies Act, 1956 in U.P. vide Registration No. L45202UP1985PLC007062 having its Registered Office at First Floor, Pragati Kendra, Kapoorthala, Aliganj, Lucknow, through its Authorized Signatory, Sri Puneet Gupta, S/o Sri Padam Prasad Gupta, R/o C-12, Sector-E, Aliganj, Lucknow, duly authorized by Board Resolution dated.....3-10-2006..... (hereinafter referred to as the **FOURTH PARTY** which term shall mean and include its successors, assigns and/or nominees) of the Fourth Part;

M/s. Horizon, M/s. Frozen, M/s. Placate & M/s. Eldeco hereinafter referred to as the **"OWNER"** (which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns).

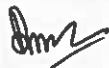
**WHEREAS**, all the above mentioned parties entered and executed this Consortium Agreement to form a Consortium of Developer Companies with the object of submitting the proposal for the development of an Integrated township in the State of U.P. for selection of Private Developer for development of an Integrated Township, situated at Village- Muttakipur, Village- Mubarakpur, Village- Taraya and Village- Kamlabad-Badholi, IIM Road, Lucknow, in the State of U.P. **For Frozen Constructions Pvt. Ltd**

**For Horizon Infracon Pvt. Ltd.**

  
**Authorized Signatory**

 Contd.....4..

**For Placate Constructions Pvt. Ltd.**



**Director**

**For Eldeco Housing & Industries Ltd**

  
**Authorized Signatory**

100  
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**NOW THIS AGREEMENT WITNESSETH AS UNDER: -**

**1. LEAD MEMBER:**

All the Consortium members, have mutually decided to appoint M/s. Horizon Infracon Pvt. Ltd., as Private Developer and **Lead member.**

**2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:**

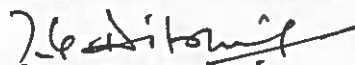
2.1 The sole aim of this Consortium Agreement is for the development of an Integrated Township situated at Village- Muttakipur, Village- Mubarakpur, Village- Taraya and Village- Kamlabad-Badholi, IIM Road, Lucknow, in the state of U.P.

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.

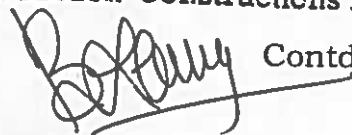
**3. PROJECT MANAGEMENT STRUCTURE AND ROLES OF THE MEMBERS:**

M/s. Horizon Infracon Pvt. Ltd., as Private Developer as per definition of Lucknow Development Authority and arrange for land and finances for the project.

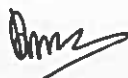
For Horizon Infracon Pvt. Ltd.

  
Authorised Signatory

For Frozen Constructions Pvt. Ltd

 Contd.....5..

For Placato Constructions Pvt. Ltd,



For Eldeco Housing & Industries Ltd

  
Authorised Signatory





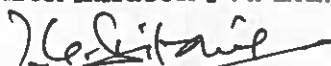
4. **FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:**

- 4.1 Upto allotment of the project in the name of Consortium, all cost relating to the Project shall be borne by the consortium.
- 4.2 The Consortium may 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 share holding.
- 4.3 Upon completion of the project any profit and loss shall be shared by the Consortium members in ratio of their shareholding.

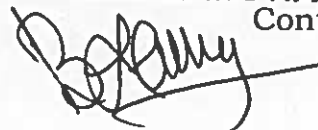
5. **GENERAL TERMS AND CONDITIONS:**

- 5.1 **Governing Law:** This Consortium Agreement shall in respect be construed in accordance with the Law 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 Majeure:** 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 undertake to consult each other.

For Horizon Infracon Pvt. Ltd.

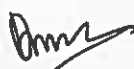
  
Authorised Signatory

For Frozen Constructions Pvt. Ltd



Contd.....6..

For Placate Constructions Pvt. Ltd.



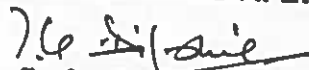
For Eldeco Housing & Industries Ltd

  
Authorised Signatory



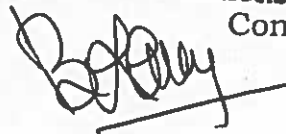
- 5.3 **Settlement of Disputes:** All members agree to settle amicably all disputes arising out of or concerning this Consortium Agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, 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 any 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 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 to this Consortium Agreement. This Consortium Agreement also supersedes all previous communications and other consortium agreement between the members written or oral for this project.

For Horizon Infracon Pvt. Ltd.


  
Authorized Signatory

For Frozen Constructions Pvt. Ltd

Contd.....7..



For Placato Constructions Pvt. Ltd.



For Eldec & Industries Ltd

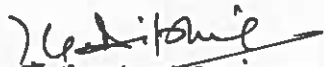
  
Authorized Signatory



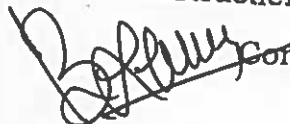
- 5.6 **Confidentially:** All the members shall be under obligations not to disclose any information of terms of this Consortium Agreement to any Third Party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Uttar Pradesh.
- 5.7 **Notices:** Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement 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.
- 5.9 **Validity (I)** Termination of consortium agreement. This Consortium Agreement shall be terminated upon the arrival of the first of the following events.

- a. Rejection of our proposal by the Government of U.P.
- b. Upon completion of the project.

For Horizon Infracon Pvt. Ltd.

  
Authorised Signatory

For Frozen Constructions Pvt. Ltd.

  
Contd.....8..

For Placare Constructions Pvt. Ltd.



For Eldeco (Housing & Industries Ltd

  
Authorised Signatory



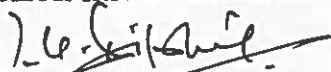
- (ii) The consortium agreement shall be valid and enforceable till the completion of the project.

**5.10 Miscellaneous Liability:**

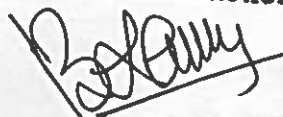
Nothing in this shall be construed providing for the sharing of profit & losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub-contract or Consortium Agreement between members. In no event shall the members of this Consortium Agreement have any obligation 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, however caused, whether as a consequence of the negligence of the one member or otherwise.

**IN WITNESS WHEREOF** the parties hereto have their respective hands on the day, month and the year first above mentioned.

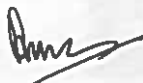
For Horizon Infracon Pvt. Ltd.

  
Authorised Signatory

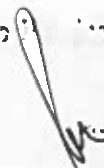
For Frozen Constructions Pvt. Ltd.

  
Contd.....9..

For Placote Constructions Pvt. Ltd.



For Eldec & Industries Ltd

  
Authorised Signatory

भागीदारी विलेख

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फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

भागीदारी की धनराशि

श्री/श्रीमती मे.हारीजन इन्फा.प्रा.लि.द्रा-अधि.हस्ता.टी.के.दीक्षित

पुत्र/पत्नी श्री स्व.सी.एस.दीक्षित

पेशा नौकरी

निवासी स्थायी बी-703,महानगर,लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 27/10/2006 समय 2:28PM

वजे निबन्धन हेतु पेश किया।

*[Handwritten signature]*



ओ.पी.सिंह

उप निबन्धक (द्वितीय)

लखनऊ

27/10/2006

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री/श्रीमती मे.हारीजन

इन्फा.प्रा.लि.द्रा-अधि.हस्ता.टी.के.दीक्षित

पुत्र/पत्नी श्री स्व.सी.एस.दीक्षित

पेशा नौकरी

निवासी बी-703,महानगर,लखनऊ



श्री/श्रीमती मो.फ़ोजन कान्स

प्रा.लि.द्रा-अधि.हस्ता.बी.के.सक्सेना

पुत्र/पत्नी श्री डा.ओ.एन.सक्सेना

पेशा नौकरी

निवासी 34,त्रिवेणीनगर,लखनऊ



श्री/श्रीमती प्लैकेट

कान्स.प्रा.लि.द्रा-अधि.हस्ता,अनमोल कुमार

पुत्र/पत्नी श्री राम सिंह

पेशा नौकरी

निवासी ई-3,312, से.जे.अलीगंज,लखनऊ



श्री/श्रीमती मे.एल्लिको हाउ.एन्ड

इन्ड.लि.द्रा-अधि.हस्ता पुनीत गुप्ता

पुत्र/पत्नी श्री पदम प्रसाद गुप्ता


पेशा नौकरी

निवासी सी-12,से.ई.अलीगंज,लखनऊ





**WITNESS:**

1.   
Sarvesh Kumar Gupta  
Advocate  
Civil Court, Lucknow

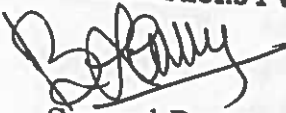
2. Bhuvnesh Gupta  
(DHUVNESH GUPTA)  
Late K.N. Gupta  
N. 6/10 Aliganj, Lucknow

For Horizon Infracon Pvt. Ltd.

  
Authorized Signatory

First Party

For Frozen Constructions Pvt. Ltd.

  
Second Party

Third Party

For Piacate Constructions Pvt. Ltd.




Fourth Party

For Eldec: H. ing & Industries Ltd

  
Authorized Signatory

Drafted By:

  
Adv.  
(Sarvesh Kumar Gupta)  
Advocate

Typed By:



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री सर्वेश गुप्ता

पुत्र श्री

पेशा वकालत

निवासी सिविल कोर्ट, लखनऊ

व श्री भुवनेश गुप्ता

पुत्र श्री स्व. के. एन. गुप्ता

पेशा व्यापार

निवासी अलीगंज, लखनऊ

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

*S. Gupta*



*Bhunes Gupta*



ओ.पी.सिंह  
उप निबन्धक (द्वितीय)  
लखनऊ  
27/10/2006

रजिस्ट्रेशन अधिनियम-1908 की धारा 32-ए, के अनुपालन  
हेतु फिंगर्स प्रिन्ट्स

प्रस्तुतकर्ता/विक्रेता का नाम व पता :- T.K. Dikshit & Late Sri C.S. Dikshit Authorised Signatory

M/s. Horizon Infracon Pvt. Ltd. P/o B-703, Mahanagar, Lucknow

बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



For Horizon Infracon Pvt. Ltd.

प्रस्तुतकर्ता/विक्रेता/विक्रेता के हास्ताक्षर  
Authorised Signatory

विक्रेता/क्रेता का नाम व पता :-

B.K. Saxena & Dr O.N. Saxena - Authorised Signatory

M/s Frozen Constructions Pvt. Ltd. P/o 34, Triveni Ganj, Lucknow

बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



For Frozen Constructions Pvt. Ltd.

विक्रेता/क्रेता के हास्ताक्षर

भागीदार

Registration No 427

Year : 2006

Book No.

4

0101 मे.हारीजन इन्फा.प्रा.लि.द्रा-अधि.हस्ता.टी.के.दीक्षित

स्व.सी.एस.दीक्षित

बी-703,महानगर,लखनऊ

नौकरी



0102 मो.फ़ोजन कान्स प्रा.लि.द्रा-अधि.हस्ता.बी.के.सक्सेना

डा.ओ.एन.सक्सेना

34,त्रिवेणीनगर,लखनऊ

नौकरी



0103 प्लैकेट कान्स.प्रा.लि.द्रा-अधि.हस्ता,अनमोल कुमार

राम सिंह

ई-3,312, से.जे.अलीगंज,लखनऊ

नौकरी



0104 मे.एल्लिको हाउ.एन्ड इन्ड.लि.द्रा-अधि.हस्ता पुनीत गुप्ता

पदम प्रसाद गुप्ता

सी-12,से.ई.अलीगंज,लखनऊ

नौकरी



रजिस्ट्रेशन अधिनियम-1908 की धारा 32-ए, के अनुपालन  
हेतु फिंगर्स प्रिन्ट्स

प्रस्तुतकर्ता/विक्रेता का नाम व पता :- Anmol Kumar S/o Sri Ram Singh Authorised Signatory  
M/s Placate Constructions Pvt. Ltd. P/O E-III, 312, Sector 'J' Aligarh, Lucknow  
बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



For Placate Constructions Pvt. Ltd.

प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर

विक्रेता/क्रेता का नाम व पता :- Puneel Gupta S/o Sri Padam Prasad Gupta - Authorised Signatory  
M/s Eldeco Housing & Industries Ltd. P/O C-12, Sector -E, Aligarh, Lucknow  
बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



For Eldeco Housing & Industries Ltd.  
विक्रेता/क्रेता के हस्ताक्षर  
Authorised Signatory

आज दिनांक 27/10/2006 को

वही सं 4 जिल्द सं 232

पृष्ठ सं. 13 से 34 पर क्रमांक 427

रजिस्ट्रीकृत किया गया ।

ओ.पी.सिंह

उप निबन्धक (द्वितीय )

लखनऊ

27/10/2006