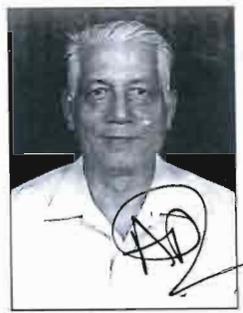


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उत्तर प्रदेश UTTAR PRADESH

S. 809183



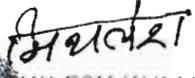
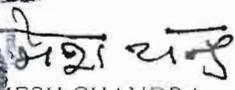
- 1 -

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 22nd day of October of 2013.

BETWEEN

ANSAL PROPERTIES & INFRASTRUCTURE LTD.

			
	AUTHORIZED SIGNATORY	VIRENDRA	
			
SONK	KANT	HILESH KUMAR	AVINASH RAWAT
			
	RAKESH CHANDRA	VINOD KUMAR	DAYARAM
			



- 2 -

1. **ANSAL PROPERTIES & INFRASTRUCTURE LTD.** a company incorporated under the Companies Act, 1956, having its registered office at **having its Registered Office 115, Ansal 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. **Virendra S/o Siya Ram R/o Village-Mirzapur Bhitari, Post-Naugaon, District-Fatehpur, AND**

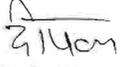
ANSAL PROPERTIES & INFRASTRUCTURE LTD.

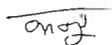

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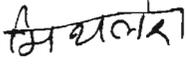

VIRENDRA

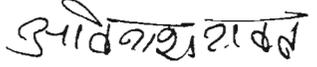


SUKHRAM


DEEPAK SONKAR

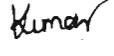

KANTU


MITHILESH KUMAR


AVINASH RAWAT


RAMESH CHANDRA


RAKESH KUMAR


VINOD KUMAR


DAYARAM



- 3 -

3. **Deepak Sonkar** S/o Sriram Sonkar R/o 566/200, Jaiprakash Nagar, Lucknow, AND
4. **Sukhram** S/o Bhola R/o Village-Mirzapur Bhitari, Post-Naugaon, District-Fatehpur, AND
5. **Kantu** S/o Satan R/o Village-Mirzapur Bhitari, Post-Naugaon, District-Fatehpur, AND
6. **Mithilesh Kumar** S/o Ram Nath R/o Pure Nidhi, Majra-Kilauli, Gurbakhshganj, District-Raibareli, AND
7. **Avinash Rawat** S/o Sri Chhedalal R/o Village-Basrahia, Tehsil-Mohanlalganj, District-Lucknow, AND

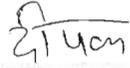
ANSAL PROPERTIES & INFRASTRUCTURE LTD.


AUTHORIZED SIGNATORY


VIRENDRA



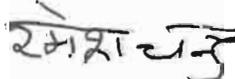
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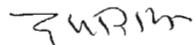

MITHILESH KUMAR

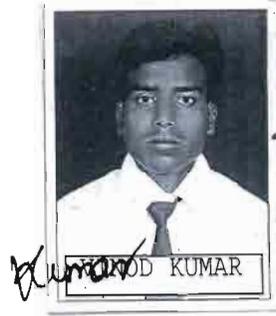
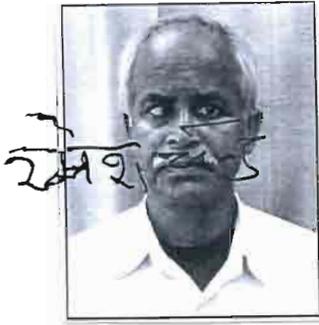

AVINASH RAWAT


RAMESH CHANDRA


RAKESH KUMAR


VINOD KUMAR


DAYARAM

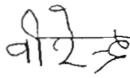


-4-

8. **Ramesh Chandra** S/o Late Manohar Lal R/o Village-Bhithariya, Majra-Gogadev, Sandila, District-Hardoi, **AND**
9. **Rakesh Kumar** S/o Shyamilal R/o Village-Mujasa, Tehsil-Malihabad, District-Lucknow, **AND**
10. **Vinod Kumar** S/o Late Rama R/o Nagar Palika Jhusi, Ward No. 1, Tehsil-Phoolpur, District-Allahabad, **AND**
11. **Daya Ram** S/o Late Shiv Ram R/o Mohalla-Mirakhpur, Tehsil-Bindaki, District-Fatehpur, **AND**

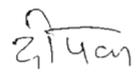
ANSAL PROPERTIES & INFRASTRUCTURE LTD.


AUTHORIZED SIGNATORY

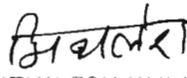

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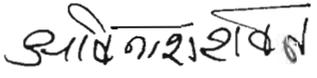


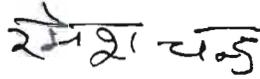

SUKHRAM


DEEPAK SONKAR


KANTU


MITHILESH KUMAR


AVINASH RAWAT


RAMESH CHANDRA


RAKESH KUMAR


VINOD KUMAR


DAYARAM

भागीदारी विलेख

100.00 20 120.00 1,000

फीस रजिस्ट्री नकल व प्रॉत शुल्क योग शब्द लगभग

भागीदारी का धनराशि

श्री अंसल प्रा0 एण्ड इन्फ्रा0लि0 द्वारा अधि0ह0 अम्बिका प्रसाद द्विवेदी
पुत्र श्री बेनी प्रसाद द्विवेदी

व्यवसाय नौकरी

निवासी स्थायी 13 राणा प्रताप मार्ग लखनऊ
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 22/10/2013 समय 2:10PM
बड़े निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बी. सी. शिव
उप निबन्धक (प्रथम)
लखनऊ

22/10/2013

निष्पादन लेखपत्र वाद मन्तन व समझने पजमून

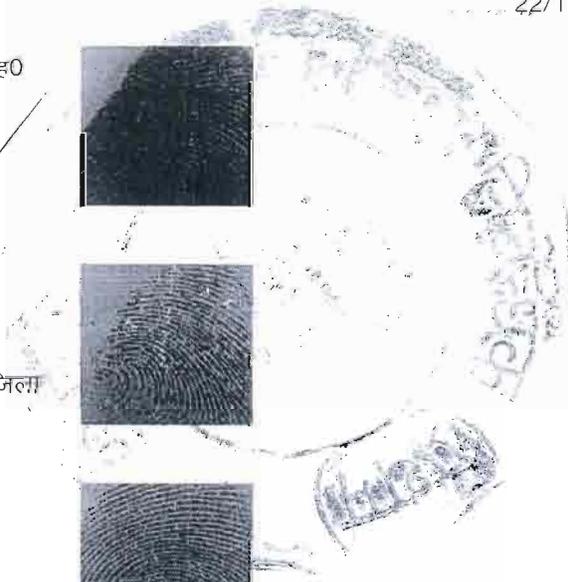
भागीदार

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अम्बिका प्रसाद द्विवेदी
पुत्र श्री बेनी प्रसाद द्विवेदी
पेशा नौकरी
निवासी 13 राणा प्रताप मार्ग लखनऊ

श्री वीरेन्द्र
पुत्र श्री सिया राम
पेशा कृषि
निवासी ग्राम मिर्जापुर भिटारी पोस्ट नौगांव जिला
फतेहपुर

श्री दीपक सोनकर
पुत्र श्री श्रीराम सोनकर
पेशा कृषि
निवासी 566/200 जय प्रकाश नगर लखनऊ

श्री सुखराम
पुत्र श्री भोला
पेशा कृषि
निवासी ग्राम मिर्जापुर भिटारी पोस्ट नौगांव जिला
फतेहपुर



Party No. 1 is a **Lead Developer** and party No. 2-11 hereinafter collectively referred to as **CONSORTIUM MEMBERS** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, legal heirs, 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 10 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, Lucknow in Book No. IV, Zild No. 382, Pages 11/114, as Serial No. 125 on 07.05.2007.
- 2) Consortium agreement registered in the office of Sub-Registrar-I, Lucknow in Book No. IV, Zild No. 382, Pages 131/324, as Serial No. 128 on 09.05.2007.
- 3) Consortium agreement registered in the office of Sub-Registrar-I, Lucknow in Book No. IV, Zild No. 251, Pages 235/276, as Serial No. 494/07 on 15.11.2007.
- 4) Consortium agreement registered in the office of Sub-Registrar-II, Lucknow in Book No. IV, Zild No. 257, Pages 163/222, as Serial No. 116 on 17.03.2008.
- 5) Consortium agreement registered in the office of Sub-Registrar-II, Lucknow in Book No. IV, Zild No. 258, Pages 187/208, as Serial No. 146 on 31.03.2008.

ANSAL PROPERTIES & INFRASTRUCTURE LTD.



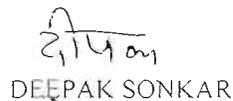
AUTHORIZED SIGNATORY



VIRENDRA



SUBRAM



DEEPAK SONKAR



KANTU



MITHILESH KUMAR



AVINASH RAWAT



RAMESH CHANDRA



RAKESH KUMAR



VINOD KUMAR



DAYARAM

श्री कन्तू
पुत्र श्री सतन
पेशा कृषि
निवासी ग्राम मिर्जापुर भिटारी पोस्ट नौगांव जिला
फतेहपुर

कन्तू



श्री मिथिलेश कुमार
पुत्र श्री राम नाथ
पेशा कृषि
निवासी पुरे निधी किलौली गुरबकशगंज जिला
रायबरेली

मिथिलेश



श्री अविनाश रावत
पुत्र श्री छेदालाल
पेशा कृषि
निवासी ग्राम बसरहिया तह0 मोहनलालगंज जिला
लखनऊ

अविनाश रावत



श्री रमेश चन्द्र
पुत्र श्री स्व मनोहर लाल
पेशा कृषि
निवासी ग्राम भिठरिया मजरा गोगादेव सण्डीला
जिला हरदोई

रमेश चन्द्र



श्री राकेश कुमार
पुत्र श्री श्याम लाल
पेशा कृषि
निवासी ग्राम मुजासा तह0 मलिहाबाद जिला
लखनऊ

राकेश कुमार



श्री विनोद कुमार
पुत्र श्री स्व रामा
पेशा कृषि
निवासी नगर पालिका झूसी वार्ड नं0-1 तह0
फूलपुर जिला इलाहाबाद

विनोद



श्री दया राम
पुत्र श्री स्व शिव राम
पेशा कृषि
निवासी मोहल्ला मिरखपुर तह0 बिन्दकी जिला
फतेहपुर

दया राम



- 6) Consortium agreement registered in the office of Sub-Registrar-IV, Lucknow in Book No. IV, Zild No. 185, Pages 399/446, as Serial No. 184 on 04.05.2012.
- 7) Consortium agreement registered in the office of Sub-Registrar-IV, Lucknow in Book No. IV, Zild No. 196, Pages 391/418, as Serial No. 570 on 22.11.2012.

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, mortgage, 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.

3. Project Management Structure and Rules of the Members:

Ansal Properties and Infrastructure Ltd., Lead Member 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:

ANSAL PROPERTIES & INFRASTRUCTURE LTD.

AUTHORIZED SIGNATORY

VIRENDRA



SUKHRAN

DEEPAK SONKAR

KANTU

MITHILESH KUMAR

AVINASH RAWAT

RAMESH CHANDRA

RAKESH KUMAR

VINOD KUMAR

DAYARAM

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री पंकज पाठक

पुत्र श्री हरी शंकर पाठक

पेशा व्यापार

निवासी लालबाग लखनऊ

व श्री अखिलेश श्रीवास्तव

पुत्र श्री वीरेंद्र कुमार श्रीवास्तव

पेशा व्यापार

निवासी ग्राम जगदीशपुर अजगैर उन्नाव

ने की ।

प्रत्यक्षतः भद्र माक्षियों के निधान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बी. सी. सिंह
उप निबन्धक (प्रथम)
लखनऊ

22/10/2013

- 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.**, Lead Member shall raise and avail 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. The Lead Member shall solely by its signature mortgage the title deeds of all consortium members before any Bank or financial institution. All the consortium members have no 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 and 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

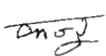
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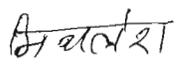

AUTHORIZED SIGNATORY


VIRENDRA




DEEPAK SONKAR


KANTU


MITHILESH KUMAR


AVINASH RAWAT


RAMESH CHANDRA


RAKESH KUMAR


VINOD KUMAR


DAYARAM

भागीदार

Registration No.: 492

Year : 2,013

Book No. : 4

0111 दया राम

स्व शिव राम

मोहल्ला मिरखपुर तह0 बिन्दकी जिला फतेहपुर

कृषि



of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.

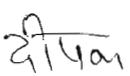
- 5.4 **WAIVER:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 5.5 **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises. Terms, conditions or obligations, oral or written, expressed or implied other than those 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. All the terms and conditions mentioned in this consortium agreement including mortgaging power shall treated as modified in all abovementioned previous consortium agreements.
- 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 acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

ANSAL PROPERTIES & INFRASTRUCTURE LTD.


AUTHORIZED SIGNATORY


VIRENDRA

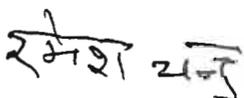



DEEPAK SONKAR


KANTU


MITHILESH KUMAR


AVINASH RAWAT


RAMESH CHANDRA


RAKESH KUMAR


VINOD KUMAR


DAYARAM

भागीदार

Registration No.: 492

Year: 2,013

Book No.: 4

0106 मिथिलेश कुमार

राम नाथ

पुरे निधी किलौली गुरबकशगंज जिला रायबरेली
कृषि



0107 अविनाश रावत

छेदालाल

ग्राम बसरहिया तह0 मोहनलालगंज जिला लखनऊ
कृषि



0108 रमेश चन्द्र

स्व मनोहर लाल

ग्राम भिठरिया मजरा गोगादेव सण्डीला जिला हरदोई
कृषि



0109 राकेश कुमार

श्याम लाल

ग्राम मुज्जारा तह0 मलिह,बाद जिला लखनऊ
कृषि



0110 विनोद कुमार

स्व रामा

नगर पालिका झूरी वार्ड नं0-1 तह0 फूलपुर जिला इलाहाबाद
कृषि



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:-

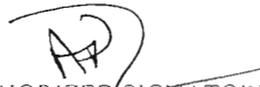
- Rejection of our proposal by the Government of Uttar Pradesh.
- Upon Completion of the Project.

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

5.10 **MISCELLANEOUS/ LIABILITY:**

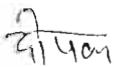
Nothing in this shall be construed providing for the sharing of Profit & Losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub contract or Consortium Agreement between the members. In no event shall the members of this Consortium Agreement have any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

ANSAL PROPERTIES & INFRASTRUCTURE LTD.


AUTHORIZED SIGNATORY


VIRENDRA

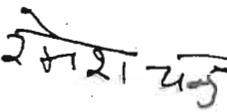

SUKHRAM

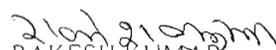

DEEPAK SONKAR


KANTU


MITHILESH KUMAR


AVINASH


RAMESH CHANDRA


RAKESH KUMAR


VINOD KUMAR


DAYARAM

IN WITNESS WHEREOF the lead member and members have executed this Consortium Agreement on this 22nd day of October 2013 at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

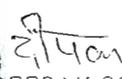
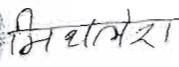
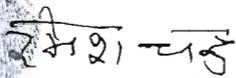
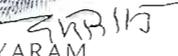
WITNESSES:

1. ~~Pankaj~~ Pankaj Pathak/s/o
Hem Shankar Pathak
R/o Lal Bagh UCO

Lead Member
ANSAL PROPERTIES & INFRASTRUCTURE LTD.


AUTHORIZED SIGNATORY

2.  Virendra Kishore Das/s/o
Virendra Kumar Das/s/o
R/o Mult - Jangalpara, Ayazpur
Unnao

  VIRENDRA
  DEEPAK SONKAR
  KANTU
  MITHILESH KUMAR
  AVINASH RAWAT
  RAMESH CHANDRA
  RAKESH KUMAR
  VINOD KUMAR
  DAYARAM

Typed By:-


(Deepak Upadhyay)
Civil Court Lucknow

Drafted By:-


(Benkat Raman Singh)
Advocate
Civil Court Lucknow

आज दिनांक 22/10/2013 को
वही सं. 4 जिल्द सं. 490
पृष्ठ सं. 113 से 132 पर क्रमांक 492
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बी. सी. सिंह

उप निबन्धक (प्रथम)

लखनऊ

22/10/2013