भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

सत्यमेव जयते

उत्तर प्रदेश UTTAR PRADESH

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 19th day of November of 2007

BETWEEN

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.**

Ansal properties & infrastructure Ltd.

Authorised Signatory

(Umesh Aggarwal)

(Ranjita Srivastava)

(Sharad Kesharwani)

(Priya Singh)

(J.P. Bhargava)

(Radhey Shyam Agarwal)

(K.P. Singh)

(Gajendra Srivastava)

अवध प्रान्त ट्रेडर्स एण्ड इन्डस्ट्रीज लि०
लखनऊ

[illegible]
[illegible] कुमार शुक्ला
[illegible] 151
[illegible] की अवधि 31-3-2009
विधान भवन, लखनऊ

[illegible]
[illegible]
[illegible] 120/-

[illegible] 15-11-07 [illegible] द्वारा श्री [illegible] सी० मैनेजर [illegible]
[illegible] विनीत [illegible] सी० मैनेजर
[illegible] 15-11-07 [illegible]

15-11-07

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

ONE HUNDRED RUPEES

रु. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

W 977496

110001, local add.- Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow. **AND** (hereinafter referred APL 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 Sri Vineet Srivastava, Senior General **Manager (Operations),** Address: Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow. **AND**

Ansal properties & Infrastructure Ltd.

Authorized Signatory

(Bandita Srivastava)

(Sharad Kesharwani)

(J.P. Bhargava)

(K.P. Singh)

(Umesh Azad)

For parties to (1)

(Shyam)

(Priya Singh)

(Radhey Bhakto Agarwal)

(Kalpana Srivastava)

विजय कुमार शुक्ला
लाइसेंस नं 141
लाइसेंस की अवधि 31-3-2009
निरामय भवन, लखनऊ

[illegible]

[illegible] ए-पी आई एल [illegible] प्रतिनीत श्रीवास्तव [illegible] 13 [illegible] लखनऊ एवं श्रीमती [illegible] श्रीवास्तव पुत्री श्री [illegible] पेशा [illegible] A-1 साकेत विहार कालोनी सुरेमनगर लखनऊ व श्री [illegible] पुत्र श्री [illegible] पेशा व्यापार नि. 108 सदर बाजार लखनऊ व श्री [illegible] पुत्र श्री [illegible] पेशा व्यापार नि. 54 पेहलवान [illegible] लखनऊ व श्री [illegible] पुत्र श्री जुगल सिंह पेशा [illegible] नि. 184 [illegible] व श्री [illegible] पुत्र श्री [illegible] पेशा व्यापार नि. 1/1-2 [illegible] रोड लखनऊ व श्री [illegible] पुत्र श्री [illegible] पेशा व्यापार [illegible] व श्री [illegible] पुत्र श्री महादेव नि. निजामपुर [illegible] व श्री [illegible] पुत्र श्री देवीदयाल पेशा कृषि नि. उन्नाव व श्री [illegible] पुत्र श्री [illegible] कृषि नि. उन्नाव तथा श्रीमती [illegible] पुत्री श्री [illegible] पेशा गृह नि. [illegible] 170 सी. जी. [illegible] लखनऊ व श्री [illegible] पुत्र श्री [illegible] देवाला [illegible] पेशा व्यापार नि. 3/9 [illegible] कालोनी [illegible] लखनऊ व श्रीमती [illegible] श्रीवास्तव पत्नी श्री पुष्कर राज श्रीवास्तव पेशा गृहणी निवासी साकेत विहार कालोनी सुरेमनगर लखनऊ व श्री [illegible] पुत्र राजाराम तिवारी पेशा व्यापार नि. [illegible] लखनऊ ने निष्पादन स्वीकार किया।

2. **Bandita Srivastava D/o Sri K.R. Srivastava**, R/o A-1, [illegible] Vihar Colony, Khurram Nagar, Lucknow, **AND**

3. **Sharad Kesarwani son of Sri D.N. Kesharwani**, R/o 10[illegible], Sadar Bazar, Lucknow and Sri Ram Kripal Tiwari son of Sri Rajaram Tiwari R/o 20, Khunkhunji Road, Lucknow, **AND**

4. **J.P. Bhargava son of Late Shiv Dayal Bhargava**, R/o [illegible], [illegible] enclave, Faizabad Road, Lucknow, **AND**

5. **K.P. Singh son of Late Juthan Singh**, R/o 1/84, Vivek Khand 1, Gomti Nagar, Lucknow, **AND**

Ansal properties & infrastructure Ltd.

Authorised Signatory

(Bandita Srivastava)

(Sharad Kesharwani)

(J.P. Bhargava)

(K.P. Singh)

(K.R. Rastogi)

(Junesh Azad)
For party no.7 to 10

(Shiv [illegible])

(Piya Singh)

(Radhey Shyam Agarwal)

(Kalpana Srivastava)

(Ram Kripal Tiwari)

[illegible] : ए. पी. द्विवेदी
पुत्र/पत्नी : बेनी प्रसाद द्विवेदी पता : नौबस्ती ए. पी. आई. एल.
निवास : 12 राणा प्रताप मार्ग लखनऊ
व्यवसाय : वी. के. शुक्ला
पुत्र/पत्नी : एस. एल. शुक्ला व्यवसाय
निवास : [illegible] लखनऊ

15-11-07

6. **K.R. Rastogi son of Late Radhey Rajnan Lal Rastogi,** R/o [illegible], Jawaiya Road, Lucknow. **AND**

7. **SHRI COLONIZERS & DEVELOPER** Pvt. Ltd. Address- [illegible], Jai Hind Complex, Lal Bagh, Lucknow 226001 a company incorporated under the Indian Companies Act, 1956, having its registered office at the above address through its authorized signatory **Umesh Azad Son Of Late Shyam Lal Azad;** Address as above, **AND**

8. **M/S ADVENTURE ENTERPRISES** Pvt. Ltd., Address- [illegible], Jai Hind Complex, Lal Bagh, Lucknow-226001 a company incorporated under the Indian Companies Act, 1956, having its registered office at the above address through

Ansal properties & Infrastructure Ltd.

Authorized Signatory

(Umesh Azad)

(Bandita Srivastava)

(Sharad Kesharwani)

(Priya Singh)

(S.P. Bhargava)

(Radhey Sharan Agarwal)

(K.P. Singh)

(Rajnish Srivastava)

(K.R. Rastogi)

(Ram Kripal Tiwari)

Singh

Kalpana Selvaraj

Krishna Awadh

its authorized signatory **Umesh Azad Son Of Late Shyam Lal Azad**. Address as above, **AND**

9. **Nankaou son of Mahadev** R/o Village Mirzapur Bhitari, P.O. Navgaon, Tehsil & District-Fatehpur through its attorney holder through its attorney holder **Umesh Azad** Son of Late Shyam Lal Ajad R/o 14, Jai Hind Complex, Lucknow. The power of attorney was registered on 03.02.2007 in the office of Sub Registrar III Kanpur Nagar at Book no. 4 Zild no.119 pages 191/200 at serial no. 74, **AND**

– 293 –

Ansal properties & infrastructure Ltd.

Authorized Signatory

(Umesh Azad)
For parties [illegible] to 10

(Bandita Srivastava)

(Sharad Keshowani)

(Priya Singh)

(J.P. Bhargava)

(Radhey Bhalan Agarwal)

(K.P. Singh)

(Kalpana Srivastava)

(K.R. Rastogi)

(Ram Kripal Tiwari)

10. **Dhoni son of Sri Devi Dayal,** R/o Mirzapur Bhitari, P.O. Navgawan, Tehsil & District-Fatehpur through its attorney holder **Umesh Azad** Son of Late Shyam Lal Ajad R/o 14, Jai Hind Complex, Lucknow. The power of attorney was registered on 03.02.2007 in the office of Sub Registrar III Kanpur Nagar at Book no. 4 Vol no.139 pages 151/200 at serial no. 74, **AND**

11. **Siya Ram son of Sri Shiv Raj,** R/o Village Mirzapur Bhitari, P.O. Navgawan, Tehsil & District-Fatehpur, **AND**

12. **Priya Singh D/o Sri K.P. Singh** R/o 5-1/176, Sector-G, Aliganj, Lucknow, **AND**

13. **Radhey Ballabh Agarwal son of Late Basheshar Dayal Agarwal** R/o 319/6, Chaiwali Gali, Chowk, Lucknow **AND**

14. **Kalpana Srivastava W/o Pushkar Raj Srivastava,** R/o 19, Saket Vihar Colony, Khurram Nagar, Lucknow-22, **AND**

Ansal properties & infrastructure Ltd.

Authorized Signatory

(Umesh Azad)
For party no. 7 to 10

(Bandita Srivastava)

(Sharad Keshanwani)

(Priya Singh)

(O.P. Bhargava)

(Radhey Bhalab Agarwal)

(K.P. Singh)

(Kalpana Srivastava)

(K.R. Rastogi)

(Ram Kripal Tiwari)

Party No. 1 is a **Lead Developer** and parties No. 2 to 24 hereinafter collectively referred to as ***CONSORTIUM* MEMBER** which expression and expressions in the context or meaning thereof, be deemed to include its respective 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 members authorized to amend/modify the terms and conditions of the consortium agreement and have decided to include the thirteen New Consortium Member who shall be forming part of the registered **Consortium Agreement** dated 01.05.2007 which was registered in the

Ansal properties & infrastructure Ltd.

Authorized Signatory

(Bandita Srivastava)

(Sharad Kesharwani)

(J.P. Bhargava)

(K.P. Singh)

(K.R. Rastogi)

(Umesh Azad)
For [illegible]

(Shyaram)

(Priya Singh)

(Radhey Bhalab Agarwal)

(Kalpana Srivastava)

(Ram Kripal Tiwari)

office of Sub Registrar-II, in Book No. IV, Zild No. 382, Pages 131/324, as Serial No. 129 at Lucknow.

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

1. **Lead Member:**

1.1 All the Consortium member, the 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.

Ansal properties & infrastructure Ltd.

Authorised Signatory

(Umesh Azad)
For [illegible] Ltd

(Bandita Srivastava)

(Shivam)

(Sharad Kesharwani)

(Priya Singh)

(J.P. Bhargava)

(Radhey Bhalab Agarwal)

(K.P. Singh)

(Kalpana Srivastava)

(K.R. Rastogi)

(Ram Kripal Tiwari)

2.2 The Lead Member shall prepare and submit a joint proposal for the selection of the Developer Consortium to design, develop, finance, construct, fully operate and maintain the said properties.

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 the Land and finances for the project.

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.

Ansal properties & infrastructure Ltd.

Authorized Signatory

(Bandita Srivastava)

(Sharad Kesharwani)

(J.P. Bhargava)

(K.P. Singh)

(K.R. Rastogi)

(Umesh Azad)
For self & as LD

(Priya Singh)

(Radhey Bhalao Agarwal)

(Kalpana Srivastava)

(Ram Kripal Tiwari)

4.2 The **ANSAL PROPERTIES AND INFRASTRUCTURE LTD.**, [illegible] shall raise loans from the Financial Institution/ banks for the project [illegible], shortfall in the financing of the Project shall be contributed by the consortium members in the ratio of their shareholding.

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. 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 [illegible] such

Ansal properties & infrastructure Ltd.

Authorised Signatory

(Bandita Srivastava)

(Sharad Kosharwani)

(J.P. Bhargava)

(K.P. Singh)

(K.R. Rastogi)

(Shyaram)

(Priya Singh)

(Radhey Bhalub Agarwal)

(Kalpana Srivastava)

(Ram Kripal Tiwari)

circumstances of force majeur, 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 majeur, the member 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 the 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

Ansal properties & Infrastructure Ltd.

Authorized Signatory

(Bandita Srivastava)

(Sharad Kesharwani)

(J.P. Bhargava)

(K.P. Singh)

(K.R. Rastogi)

(Dinesh Azad)
For [illegible]

(Priya Singh)

(Radhey Shalab Agarwal)

(Kalpana Srivastava)

(Ram Kripal Tiwari)

written, expressed or implied other than those contained herein, no 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 acknowledgment or send by

Ansal properties & infrastructure Ltd.

Authorized Signatory

(Unnesh Azad)
For apply to J to 10

(Bandita Srivastava)

(Sharad Kesharwani)

(Priya Singh)

(J.P. Bhargava)

(Radhey Bhulao Agarwal)

(K.P. Singh)

(Kalpana Srivastava)

(K.R. Rastogi)

(Ram Kripal Tiwari)

facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

5.8 **MODIFICATION AMENDMENT**: The terms and conditions of the 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**. The 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

Ansal properties & Infrastructure Ltd.

Authorised Signatory

(Bandita Srivastava)

(Sharad Kesharwani)

(J.P. Bhargava)

(K.P. Singh)

(K.R. Rastogi)

(Durgesh Azad)
For party nos. 6 to 10

(Sivaram)

(Riya Singh)

(Radhey Shalab Agarwal)

(Kalpana Srivastava)

(Ramkripal Tiwari)

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 other member or otherwise.

Ansal properties & infrastructure Ltd.

Authorised Signatory

(Bandita Srivastava)

(Sharad Kesharwani)

(O.P. Bhargava)

(K.P. Singh)

(K.R. Rastogi)

(Umesh Azad)
For party no.7 to 10

(Siyaram)

(Priya Singh)

(Radhey Bhalot Agarwal)

(Kalpana Srivastava)

(Ram Kripal Tiwari)

IN WITNESS WHEREOF The parties have executed the **Consortium Agreement** on this 15th day of November, 2007 at Lucknow and have caused this **Consortium Agreement** to be signed in their manner in the manner set out below.

WITNESSES :

(A.P. Dwivedi S/o Beni Pd. Dwivedi)
13, Rana Pratap Marg, LKO

Ansal properties & Infrastructure Ltd.

Authorized Signatory

(Bandita Srivastava)

(Sharad Keshavwani)

(J.P. Bhargava)

(K.P. Singh)

(K.R. Kastogi)

(Umesh Azad)
For party no./Ja 10

(Priya Singh)

(Radhey Bhalan Agarwal)

(Kalpana Srivastava)

(Ram Kripal Tiwari)

Typed By:-

(Monu Kumar)
Civil Court Lucknow

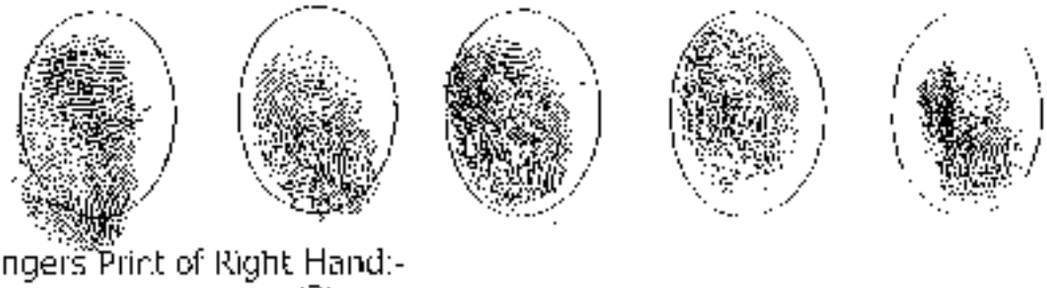
Drafted by:-

(Benkat Raman Singh)
Advocate

Registration Act, 1908 Section 32A for Compliance of Finger Prints

Name and Address of Party No.1:- **APIL** through its Authorised Signatory **Vineet Srivastava R/o 13, Rana Pratap Marg, Lucknow.**

Fingers Print of Left Hand.-



Fingers Print of Right Hand:-

Signature of Party No.1

Name and Address of Party No. :- **Bandita Srivastava** D/o Sri **K.K. Srivastava,** R/o A-1, Saket Vihar Colony, Khurram Nagar, Lucknow,

Fingers Print of Left Hand:

Fingers Print of Right Hand:-

Signature of Party

Registration Act, 1908 Section 32A for Compliance of Finger Prints

Name and Address of Parties:- **Sharad Kesarwani** son of Sri D.N. **Kesharwani**, R/o 1087, Sadar Bazar, Lucknow,

Fingers Print of Left Hand -

Fingers Print of Right Hand:-

Signature of Parties

Name and Address of Parties:- **Sri Ram Kripal Tiwari** son of Sri Rajaram Tiwari R/o 20, Khunkhunji Road, Lucknow,,

Fingers Print of Left Hand.-

Fingers Print of Right Hand:-

Ramkripal Tiwari

Signature of Parties

Registration Act, 1908 Section 32A for Compliance of Finger Prints

Name and Address of Parties:- **J.P. Bhargava son of Late Shiv Dayal Bhargava,** R/o 94, Rohtas Enclave, Faizabad Road, Lucknow,

Fingers Print of Left Hand:-

Fingers Print of Right Hand:-

Signature of Parties

Name and Address of Parties:- **K.P. Singh son of Late Juthan Singh,** R/o 1/84, Vivek Khand-1, Gomti Nagar, Lucknow,

Fingers Print of Left Hand:-

Fingers Print of Right Hand:-

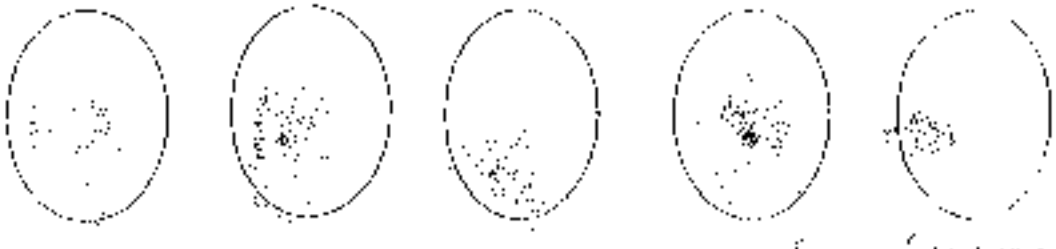
Signature of Parties

Registration Act, 1908 Section 32A for Compliance of Finger Prints

Name and Address of Parties:- **K.R. Rastogi son of Late Radhey Raman Lal Rastogi,** R/o 1/1-27-B, Jopling Road, Lucknow.,

Fingers Print of Left Hand.-

Fingers Print of Right Hand:-



Signature of Parties

Name and Address of Parties:- **Umesh Azad Son Of Late Shyam Lal Azad** Address- 2nd Floor, Jai Hind Complex, Lal Bagh, Lucknow-226001,

Fingers Print of Left Hand:

Fingers Print of Right Hand:-

Signature of Parties

Registration Act, 1908 Section 32A for Compliance of Finger Prints

Name and Address of Parties:- **Siya Ram son of Sri Shiv** Raj, R/o Village Mirzapur Bhitari, P.O. Navgaon, Tehsil & District Fatehpur,

Fingers Print of Left Hand:-

Fingers Print of Right Hand.-

Signature of Parties

Name and Address of Parties:- **Priya Singh D/o Sri K.P. Singh** R/o B-1/170, Sector G, Aliganj, Lucknow,

Fingers Print of Left Hand:

Fingers Print of Right Hand:-

Signature of Parties

Registration Act, 1908 Section 32A for Compliance of Finger Prints

Name and Address of Parties:- **Radhey Ballabh Agarwal** son of **Late Basheshar Dayal Agarwal** R/o 319/8, Chowkiwari Gali, Chowk, Lucknow,

Fingers Print of Left Hand:-

Fingers Print of Right Hand:-

Signature of Parties

Name and Address of Parties:- **Kalpana Srivastava W/o Pushkar Raj Srivastava,** R/o 19, Saket Vihar Colony, Khurram Nagar, Lucknow 22,

Fingers Print of Left Hand:-

Fingers Print of Right Hand:-

Signature of Parties

पृष्ठ

पृष्ठ

पृष्ठ

पंजीकरण किया गया