



उत्तर प्रदेश UTTAR PRADESH

CONSORTIUM AGREEMENT

E 487564

This Consortium Agreement (hereinafter referred to as the ("Consortium")) is executed at Ghaziabad on the 15th day of November, 2008.

Between

1. Ansal Housing & Construction Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at 15- UGF, Indraprakash, 21 Barakhamba Road, New Delhi-110001, acting through its Authorized Signatory Sh. Mohinder Bajaj S/o late Shri Jaidev R/o 012 Vasudha Apartment Plot no. 41 Sector-9 Rohini, Delhi - 85 (hereinafter referred to as the "Lead Company"), which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include its legal representatives, successors, executors, wholly owned subsidiaries, administrators and assigns etc) the Party of the First Part.

And

2. M/s Anjuman Buildcon (Pvt) Ltd. , a company incorporated under the Companies Act, 1956 and having its Registered Office at 110, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110001, through its Director Shri Sanjay Mehta S/o Sh. S.D Mehta R/o B-10, Panchsheel Enclave New Delhi - 17 (hereinafter referred to as the ("Owner")), which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include its legal representatives, successors, executors, wholly owned subsidiaries, administrators and assigns etc) the Party of the Second Part.

* Construction Ltd.

Sanjay Mehta
Authorized Signatory

① _____

② _____

Sanjay Mehta
Director

Director

③ _____

Sanjay Mehta
Director

Director

* Colonizers Ltd

④ _____

Sanjay Mehta
Director

⑤ _____

* Colonizers (P) Ltd.

Director

⑥ _____

Sanjay Mehta
Director

3. ✓ M/s Third Eye Media (Pvt) Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at 110, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110001, through its Authorized Signatory Sh. Ravi Azvani S/o Late Sh. R. S Ajwani R/o CB-11B, DDA Flates, Munirka, New Delhi-110067 (hereinafter referred to as the ("Owner"), which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include its legal representatives, successors, executors, wholly owned subsidiaries, administrators and assigns etc) the Party of the Third Part.

And

4. ✓ M/s Delta Colonizers Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at 110, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110001, through its Director Mr. A.K Agrawal S/o Late Sh. A.C Agrawal R/o 15, Shivalik, Sector-61, NOIDA (U.P.) (hereinafter referred to as the ("Owner"), which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include its legal representatives, successors, executors, wholly owned subsidiaries, administrators and assigns etc) the Party of the Fourth Part

And

5. ✓ M/s A R Paradise Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at 11A, Scheme No.-54, Opp. Satya Sai School, Vijay Nagar, Indore (M.P) through its Director Shri Sanjay Mehta S/o S.D Mehta R/o B-10, Panchsheel Enclave, New Delhi - 17 (hereinafter referred to as the ("Owner"), which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include its legal representatives, successors, executors, wholly owned subsidiaries, administrators and assigns etc) the Party of the Fifth Part.

And

Construction Ltd.

① Authorized Signatory

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⑥

6. M/s Wrangler Builders (Pvt.) Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at 110, Indraprakash Building, 21, Barakhamba Road, New Delhi - 110001, through its Director Sh. Ravi Azvani S/o Late Sh. R. S Ajwani R/o CB-11B, DDA Flats, Munirka, New Delhi-110067 (hereinafter referred to as the "Owner"), which expression shall unless repugnant or opposed to the context or the meaning thereof be deemed to include its legal representatives, successors, executors, wholly owned subsidiaries, administrators and assigns etc) the Party of the Sixth Part.

Whereas, all the above mention parties have entered and executed this Consortium Agreement to form a Consortium of Developer Company under the name and style of M/S Ansal Housing & Construction Ltd. with the object of development of one or more Group Housing Projects at Meerut (U.P). The "Lead Company" and "Owners" are collectively referred to as the "Parties" and individually as the "Party".

Now This Consortium Agreement & Its Terms & Condition Are Witnessed As Under:-

1. That the Principal place of Business of the Consortium shall be 15- UGF, Indra Prakash Building, New Delhi - 110 001 or such other place or places as may be mutually decided by the Consortium Members
2. That the Consortium shall be formed and operate under the name & Style of M/s Ansal Housing & Construction Ltd.
3. That the Consortium has been formed with an object of development of Residential/Commercial project in the State of Uttar Pradesh and for submitting the layout plan to the Meerut Development Authority/others Govt. Authority and getting other approvals from the various Govt. Deptt. for development of Residential/Commercial projects in the State of Uttar Pradesh.
4. That this Consortium shall be deemed to have come into existence with effect from the date 01/01/2008



① _____

②

Director

③

Director

④



⑤

⑥

Director



5. That the Consortium Members have mutually decided to appoint M/s Ansal Housing & Construction Ltd. As Lead Member & that the other members shall give a General Power of Attorney in favor of M/s Ansal Housing & Construction Ltd. in relation to the application and documents to various authorities & when required.



6. Any new member may be added to the Consortium with the consent of the members of this Consortium Agreement.

7. That the members of this Consortium shall have no right to assign of the it's benefit, right and liabilities under this Agreement to any other company, firm of person without obtaining the prior written permission from the members of the Consortium.

8. That the share of all the members of the Consortium shall be mutually decided later on.



9. That the Role & services of individual members shall be decided jointly and with the consent of all the parties. The First Party will however be entrusted task of the marketing of the proposed project. In case any dispute the Lead Member shall have final say in the matter.

10. This Consortium Agreement shall in respect be constructed in accordance with the laws of India as amended from time to time and in the event of conflict between the provisions of the Consortium and the said laws the latter shall prevail.

11. All the members agree to settle amicably all dispute arising out of or concerning this Consortium Agreement. In the event of the member failing to amicably resolve any dispute the matter shall be referred to the arbitrator to be decided mutually, whose decision shall be binding.




M/s Ansal Housing & Construction Ltd.




Signature

① _____

② *Signature*

③ *Signature*

④ *Signature*




⑤ *Signature*




⑥ *Signature*

12. The waiver of any member of any breach of any term 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.

13. The entire member shall be under obligation not to disclose any information or terms of any this Consortium Agreement to any third party. All documents and information exchange between the members, for the purpose of the project under the Consortium Agreement, shall be treated as strictly confidential by the other members and not be shared by other outside agency except the government of Uttar Pradesh.

14. Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgement of sent by facsimile to the other party at the address appearing in the beginning of the consortium Agreement.

15. The terms and conditions of the Consortium Agreement may be modified/amended as may be stipulated by the Government of Uttar Pradesh and as mutually agreed by the Consortium members.

16. This Consortium Agreement shall be terminated upon the arrival of the first of the following events :-

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

17) That this Consortium Agreement shall be valid and enforceable till the completion of the given project

In witnesses whereof, the parties hereto have signed this CONSORTIUM on the day, month and year first hereinabove mentioned.

Ansal Housing & Construction Ltd.
Pvt. Ltd.

For Anjuman Buildcon

(Authorised signatory)
FOR LEAD COMPANY

(Director)



R.A.

For Third Eye Media Pvt. Ltd.

Witnesses :

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

For Delta Colonizers Ltd.

(Director)

For A.R. Paradise Pvt. Ltd.

(Director)

For Wrangler Builders Pvt. Ltd.

(Director)

FOR OWNERS



Regd. No. - 4143/05.

आज दिनांक 15/11/2008

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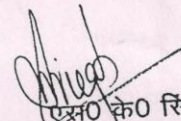
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एम० के० सिंह

उप निवेन्धक (प्रथम)

गाजियाबाद

15/11/2008



