भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

INDIA

उत्तर प्रदेश UTTAR PRADESH

X 705663

For Ansal Properties & Infrastructure Ltd.

Authorised Signatory

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 22nd day of November of 2012

BETWEEN

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

For Ansal Properties & Infrastructure Ltd.

Authorised Signatory

Praveen Kumar

Ram Kumar

Ram Swaroop

Vinod Kumar

Brijendra Kumar

Ranjeet

क्रम संख्या 5247
स्टाम्प विक्रय की तिथि 22/11/12
स्टाम्प क्रय करने का प्रयोजन ले. स. पी. आई. एल
स्टाम्प क्रेता का नाम व पूरा पता
स्टाम्प की धनराशि 6000/-

विजय कुमार शुक्ला, स्टाम्प विक्रेता
ला० नं० 141, निर्वाचन 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 subsidiariesand 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 Anadi Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY

Praveen Kumar | Ram Kumar | Ram Swaroop

Ram Sawle | Brijlal | Ram Sanjeevan

Dhani Ram | Brijlal | Vinod Kumar

Brijendra Kumar | Ram Kumar | Ranjeet

6. **Jailendra** S/o Baboolal R/o Pure Nidhi Majra Kilauli Raibarelly **AND**

7. **Ramsajeevan** S/o Sri Bhondu R/o Pure Nidhi Majra Kilauli, Gurubakshganj, Raibarelly, **AND**

8. **Dhoni** S/o Devidayal R/o Village Mirzapur Bhitari Post Naongaon, Fatehpur. **AND**

For Anaal Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY

Praveen Kumar

Ram Kumar

Ram Swaroop

Ram Sevak

Jailendra

Ram Sajeevan

Brijlal

Vinod Kumar

Brijendra Kumar

Ram Kumar

Ranjeet

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

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

11 **Brijendra Kumar** S/o Ramswaroop R/o Pure Prabhu, Ataura Bujurg, Raibarelly,

AND

For [illegible] Ltd.

AUTHORISED SIGNATORY

Praveen Kumar

Ram Kumar

Ram Swaroop

Ram Sawar

Brijlal

Ram Sajeevan

Brijendra Kumar

Ram Kumar

Vinod Kumar

Ranjeet

12 **Ramkumar** S/o Rampal R/o Asanandpur, Raibarelly, **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 recugnant 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

Ram Sawle | Jaideera | Ram Sa[illegible]

Brijlal | Vinod Kumar

Brijendra Kumar | Ram Kumar | Ranjeet

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 Ansal Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY

Praveen Kumar

Ram Kumar

Ram Swaroop

Jailendra

Ram Sajeevan

Brijlal

Vinod Kumar

Brijendra Kumar

Ram Kumar

Ranjeet

NOW THIS CONSORTIUM AGREEMNT 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 Sajeevan

Brijlal | Vinod Kumar

Brijendra Kumar | Ram Kumar | Ranjeet

भागीदारी विलेख

100.00	20	120.00	1,000	
स्टाम्प ड्यूटी	स्टाम्प व फीस शुल्क	योग	जरूर अपना	

भागीदारों की घनराशि

श्री मे अंसल प्रापर्टीज ए इन्का लि द्वा अधि हस्ता अम्बिका प्रसाद द्विवेदी

पुत्र श्री बेनी प्रसाद द्विवेदी

व्यवसाय नौकरी

निवासी स्थायी 13 राणा प्रताप मार्ग लखनऊ

कुलनाम उपा

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

दर्ज निबन्धन हेतु पेश किया

पंजीयन अधिकारी के हस्ताक्षर

आनन्द प्रकाश मिश्र
उप निबन्धक (चतुर्थ)
लखनऊ
22/11/2012

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री मे अंसल प्रापर्टीज ए इन्का लि द्वा अधि हस्ता
अम्बिका प्रसाद द्विवेदी
पुत्र श्री बेनी प्रसाद द्विवेदी
पेशा नौकरी
निवासी 13 राणा प्रताप मार्ग लखनऊ

श्री प्रवीन कुमार
पुत्र श्री कल्लू
पेशा व्यापार
निवासी गद्दी इनोटी 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

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 | Jailendra | Ram Sajeev

Brijlal | Vinod Kumar

Brijendra Kumar | Ram Kumar | Rameet

श्री राम सागले
पुत्र श्री देवता
पेशा व्यापार
निवासी 254 चन्द्रलोक अलीगंज लखनऊ

श्री जैलेन्द्र
पुत्र श्री बच्चूलाल
पेशा व्यापार
निवासी पुरे निधि किलौली रायबरेली

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

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

श्री बृजलाल
पुत्र श्री बुद्दू
पेशा व्यापार
निवासी रौवा 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

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 majeur, 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

Ram Sawle | Jailendra | Ram Sajeevan

Brijendra Kumar | Brijlal | Vinod Kumar

Ram Kumar | Ranjeet

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

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

ने निम्नलिखित स्वीकार किया
निवासी व्यापार श्री सिंटेक कुमार सिंह
पुत्र श्री
पेशा व्यापार
निवासी सिविल कोर्ट लखनऊ
व श्री बी आर सिंह
पुत्र श्री
पेशा वकालत
निवासी सिविल कोर्ट लखनऊ
व श्री

उपरोक्त पद पक्षियों के निशान अंगूठा चिह्नानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आनन्द प्रकाश मिश्र
उप निबन्धक (चतुर्थ)
लखनऊ
22/11/2012

Government action. In the event of force majeur, 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 Vasi Projects & Infrastructure Pvt. Ltd.

AUTHORISED SIGNATORY

Praveen Kumar	Ram Kumar	Ram Swaroop
[illegible]	Jailendra	Ram Sajeevan
	Brijlal	Vinod Kumar
Brijendra Kumar	Ram Kumar	Ranjeet

भागीदार

Registration No. 570 Year 2,012 Book No. 4

0101 मे असल प्रापर्टीज ए इन्का लि द्वा अधि हस्ता अम्बिका प्रसाद दि

बेनी प्रसाद द्विवेदी

13 राजा पवार मार्ग लखनऊ

नौकरी

0102 प्रवीन कुमार

मन्नू

रबड़ फुटपाथ पर बिलायत लखनऊ

व्यापार

0103 राम कुमार

लक्ष्मणराम

डी 3152 राजाजीपुरम लखनऊ

व्यापार

0104 रामस्वरूप

राम अवतार

251 चन्दनोरा 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 | Jailendra | Ram Sajeevan

Brijendra Kumar | Ram Kumar | Vinod Kumar

Ranjeet

भागीदार

Registration No : 570 Year : 2,012 Book No. : 4

0105 राम सावले

देवा

254 चन्द्रलोक अपार्टमेन्ट जयपुर

व्यापार

0106 जैलेन्द्र

बलवान

पुत्र मिठे बिलोनी जयपुरी

व्यापार

0107 राम सजीवन

पुत्र

पुत्र मिठे बिलोनी जयपुरी

0108 धोनी

देवी दयाल

मिलापुर पिटारी जोधपुर

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 Anil Prasad & Associates Ltd.

Authorised Signatory

Praveen Kumar | Ram Kumar | Ram Swaroop

Ram Sawle | Jailendra | Ram Sakhiran

Brijlal | Vinod Kumar

Brijendra Kumar | Ram Kumar | Ranjeet

भागीदार

Registration No.: 570 Year: 2012 Book No. 4

0109 कुजलाल

ई

तेला रायबरेली

व्यापार

0110 विनोद कुमार

राम बहादुर

बल्ला बरौला रायबरेली

कृषि

0111 बृजेन्द्र कुमार

राम स्वरूप

पूरे दमू रायबरेली

कृषि

0112 राम कुमार

रामपाल

असामनपुर 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

Jailendra

Ram Sa

Brijlal

Vinod Kumar

Brijendra Kumar

Ranjeet

भागीदार

Registration No 570 Year 2,012 Book No 4

0113 रजीत

हस्ताक्षर

251 इलेक्ट्रॉनिक अलॉटमेंट लेखनक

आगरा

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 22nd 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

2 Vivek Kumar Singh
Adv
Civil Court Lucknow

For Ansal Properties & Infrastructure Ltd.

AUTHORISED SIGNATORY

Lead Member

Consortium Members

1. Praveen Kumar
2. Ram Kumar
3. Ram Swaroop
4. Ram Sawle
5. Jailendra
6. Ra[illegible]
7. Dho[illegible]
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

दिनांक 22/11/2012 को

बही सं. 4 जिल्द सं. 196

पृष्ठ सं. 391 से 418 पर क्रमांक 570

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आनन्द प्रकाश मिश्र

उप निबन्धक (चतुर्थ)

लखनऊ

22/11/2012