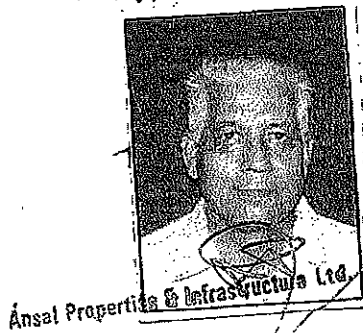




उत्तर प्रदेश UTTAR PRADESH

AK 181355



Authorised Signatory



Authorised Signatory -1-



CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 20th day of August 2014.

BETWEEN

Ansai Properties & Infrastructure Ltd.

Authorised Signatory

Ansai Infrastructure & Projects Ltd.

Authorised Signatory

Sarvalra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

for Ansai Housing & Estates Pvt. Ltd.

मोती लाल

श्री के

रामसुन्दर

अमित

171 of the 1972-73

56
121 04 02 1271 1271 1271
17-8-08
1271 04 02 1271 1271 1271



For Ansal Housing & Estates Pvt. Ltd.
Authorised Signatory



- 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 to as the Lead Member which

Ansal Properties & Infrastructure Ltd.

Ansal Infrastructure & Projects Ltd.

Authorised Signatory

Sarvatra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorised Signatory

रामजीव

निवास

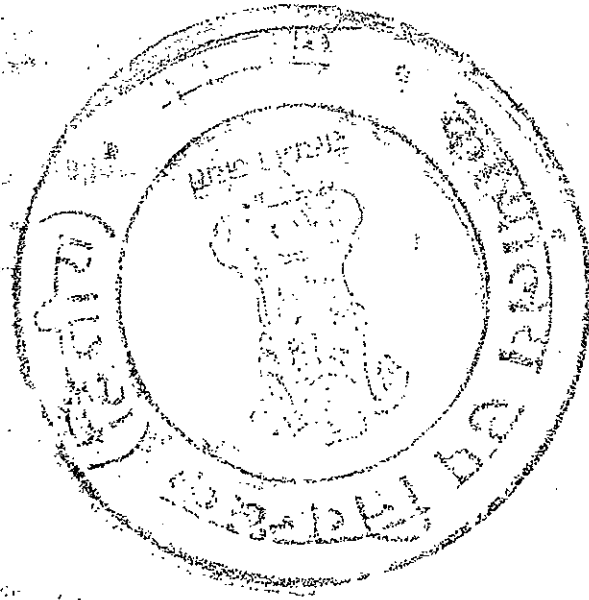


सोनीलाल

21/05/21

रामजीव

अनिल





रामजीवन

-3-

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; AND**

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Ansal Infrastructure & Projects Ltd.

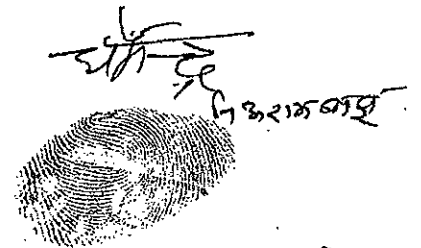
Authorized Signatory

Sarvatra Realtors (P) Ltd.

Vakrtunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorized Signatory

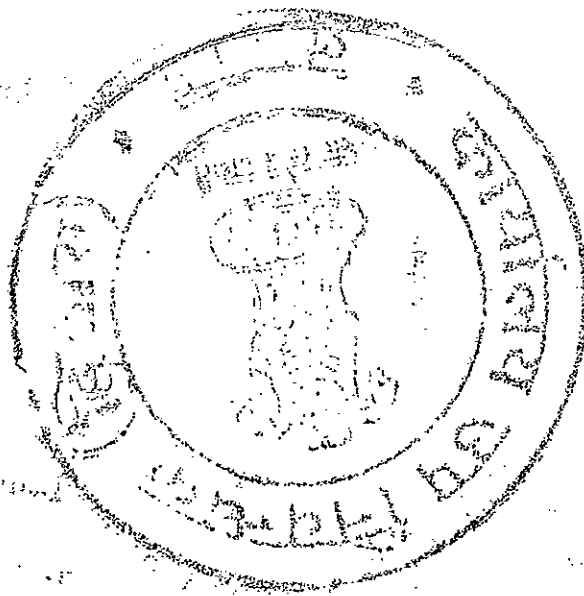


मोदीजीवन

21/05/21

रामजीवन

Amit





-4-

2. **ANSAL INFRASTRUCTURE & PROJECTS PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office at **1101 Tolstoy House, Tolstoy Marg, New Delhi-110001, local add.- Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow** through its Authorized Signatory **Ambika Prasad Dwivedi** son of **Sri Beni Prasad Dwivedi, AND**

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Ansal Infrastructure & Projects Ltd.

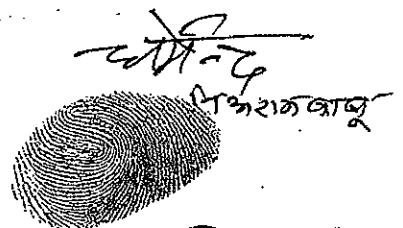
Authorized Signatory

Sarvatra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorized Signatory

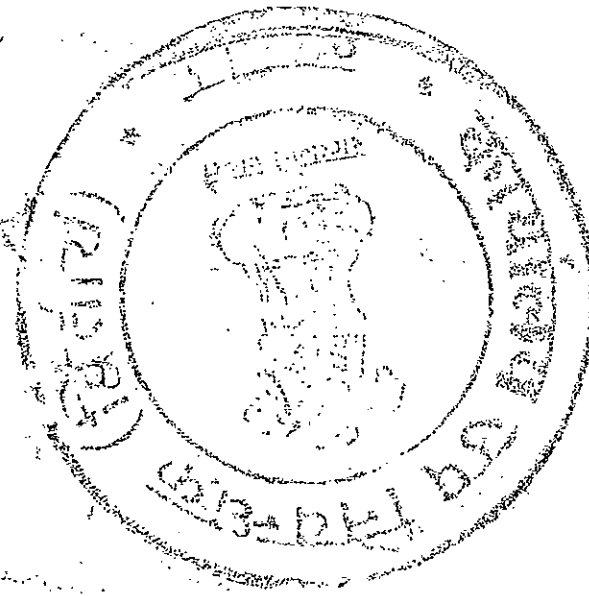


मोतीबाल

21/08/21

21/08/21

Signature



3. **SARVATRA REALTORS PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office at **having its Registered Office at 1202, Antariksha Bhawan, 22, K.G. Marg, New Delhi-110001, local add.- Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow** through its Authorized Signatory **Ambika Prasad Dwivedi son of Sri Beni Prasad Dwivedi,**
4. **VAKRATUNDA REALTORS PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office at **having its Registered Office at 1101, Tolstoy House, Tolstoy Marg, New Delhi-110001, local add.- Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow** through its Authorized Signatory **Ambika Prasad Dwivedi son of Sri Beni Prasad Dwivedi,**
5. **ANSAL HOUSING & ESTATES PVT. LTD.** a company incorporated under the Companies Act, 1956, having its registered office t **having its Registered Office at 1101 Tolstoy House, Tolstoy Marg, New Delhi-110001, local add.- Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow** through its Authorized Signatory **Ambika Prasad Dwivedi son of Sri Beni Prasad Dwivedi,**
6. **DHARMENDRA S/o Ramsewak R/o Mirzapur Bhitari, Post-Naugaon, Distt.-Fatehpur, AND**
7. **RAMBABU S/o Ramdhani R/o Mirzapur Bhitari, Post-Naugaon, Distt.-Fatehpur, AND**

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Ansal Infrastructure & Projects Ltd.

Authorized Signatory

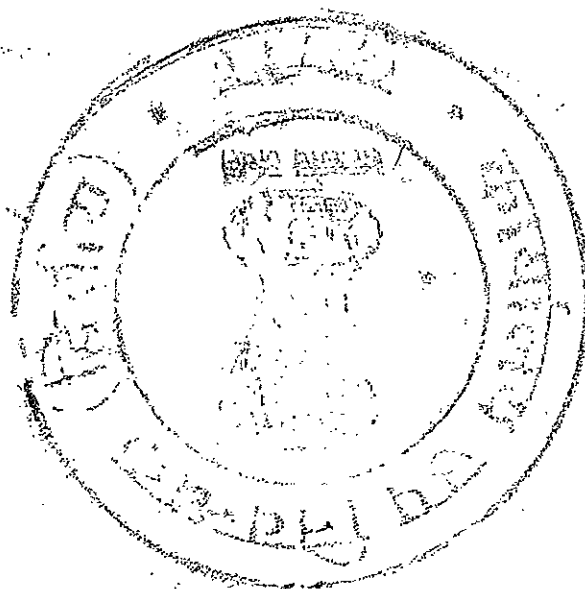
Sarvatra Realtors (P) Ltd.

Vakratunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorized Signatory

रामेंद्र
मिर्जापुर
मोहम्मद
21/06/81
रामसजीव
अम्बिका



8. **MOTILAL S/o Shivbali Kori** R/o Mirzapur Bhitari, Post-Naugaon, Distt.-Fatehpur, AND,
9. **RAKESH KUMAR S/o Gaya Prasad** R/o Pure Nidhi Kilauli, Gurubakshaganj, Distt.-Raebareli, AND,
10. **RAM SAJEEVAN S/o Sonpati** R/o Pure Nidhi Kilauli, Gurubakshaganj, Distt.-Raebareli, AND,
11. **ANIL KUMAR S/o Chetai** R/o Village-Barauna, Pargna-Bijnore, Tehsil & Distt.-Lucknow, AND,

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

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

Ansal Infrastructure Development Ltd.

Authorised Signatory

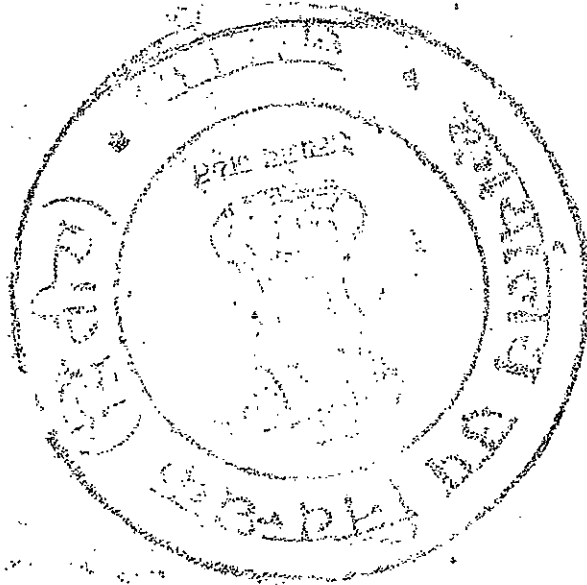
Sarvatra Realtors (P) Ltd.

Lakrtunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorised Signatory

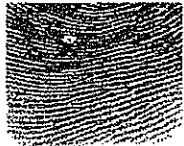
Handwritten signatures and a fingerprint on the right side of the page.



20/8/2014

उप-निबंधक (हिंदी)
एचओ के.0. पाठ्य

रिजिस्ट्रार ऑफिस के हस्ताक्षर



प्रत्यक्ष पर साक्ष्यों के बिना कोई निष्कर्ष निकाला जायेगा।

के.0.

निवासी

पुनः

पुनः श्री

श्री. आर. सिंह एच. निवासी कांठ, लखनऊ

निवासी लखनऊ, लखनऊ

पुनः आपा

पुनः श्री रिजिस्ट्रार पाठक

निवासी पहाड़ श्री पहाड़ पाठक

के निवासी स्वीकार किया।

निवासी बरौना लखनऊ

पुनः आपा

पुनः श्री वेवई

श्री अनिल कुमार

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.
- 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.

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Ansal Infrastructure & Projects Ltd.

Authorized Signatory

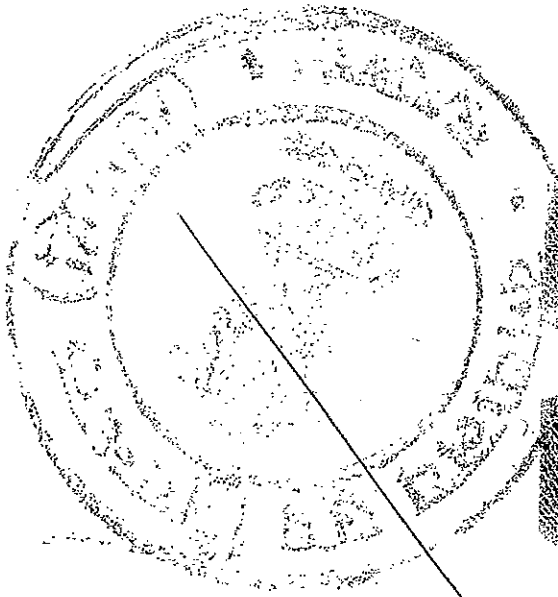
Sarvatra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorized Signatory

Signature
मि. राजेश कुमार
मो. 9111111111
21/05/12
राजेश कुमार
Signature



श्री सर्वत्र सियलर्ट्स प्रा. लि. द्रा. अवि. ह. आसिका
प्रसाद दिवदी
पुत्र श्री बेनी प्रसाद दिवदी
पेशा व्यापार
निवासी 13, राणा प्रताप मार्ग, लखनऊ

श्री अखिल इन्फो एन्ड प्रोडक्ट्स
प्र. ल. द्रा. अवि. ह. आसिका प्रसाद दिवदी
पुत्र श्री बेनी प्रसाद दिवदी
पेशा व्यापार
निवासी 13, राणा प्रताप मार्ग, लखनऊ

श्री अखिल प्रोडक्ट्स एन्ड
इन्फो. लि. द्रा. अवि. ह. आसिका प्रसाद दिवदी
पुत्र श्री बेनी प्रसाद दिवदी
पेशा व्यापार
निवासी 13, राणा प्रताप मार्ग, लखनऊ

मार्गीदार
निष्पादन लेखपत्र बाद सुनने व समझने मजसूम

बने निबन्धन हेतु पेश किया।

दिनांक 20/8/2014 समय 3:02PM

निवासी स्यादी 13, राणा प्रताप मार्ग, लखनऊ
अवस्था पता
ने यह लेखपत्र इस कार्यालय में

श्री पुत्र श्री बेनी प्रसाद दिवदी
अखिल प्रोडक्ट्स एन्ड इन्फो. लि. द्रा. अवि. ह. आसिका प्रसाद दिवदी

मार्गीदारी की अनुरोध

मार्गीदारी विवेक

कोल रजिस्ट्री	नकल व प्रति शुल्क	योग	शुल्क लेभामा
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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एचओ के 0 पाठकेय
उप-निबन्धक (विवीय)
लखनऊ
20/8/2014

- 7) Consortium agreement registered in the office of Sub-Registrar-I, Lucknow in Book No. IV, Zild No. 490, Pages 391/418, as Serial No. 570 on 22.11.2012.
- 8) Consortium agreement registered in the office of Sub-Registrar-IV, Lucknow in Book No. IV, Zild No. 196, Pages 113/132, as Serial No. 492 on 22.10.2013.

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.

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Ansal Infrastructure & Projects Ltd.

Authorized Signatory

Sarvalra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorized Signatory

चौधरी
निशामबाबु
21/3/81
बालसजीव
अंत



શ્રી રામ સર્જાન
પુત્ર શ્રી ચીનપતી
ધર્મ આપણ
નિવાસી પુરે નિલે કિલોલી રાખરેલી



શ્રી રાકેશ કુમાર
પુત્ર શ્રી રામ પ્રસાદ
ધર્મ આપણ
નિવાસી પુરે નિલે કિલોલી રાખરેલી



શ્રી મોતીલાલ
પુત્ર શ્રી શિવભાઈ કોરી
ધર્મ આપણ
નિવાસી મિલપુર કાંદેપુર



શ્રી રામભાઈ
પુત્ર શ્રી રામ ભત્રી
ધર્મ આપણ
નિવાસી મિલપુર કાંદેપુર



શ્રી દર્શક
પુત્ર શ્રી રામ સેવક
ધર્મ આપણ
નિવાસી મિલપુર કાંદેપુર



શ્રી અરુણ રાજકીય પુત્ર
કે. મા. લિ. ડી. આર્. કે. આર્. કે. આર્. કે.
પુત્ર શ્રી રેની પ્રસાદ દિવેદી
ધર્મ આપણ
નિવાસી 13, રામા પ્રસાદ માર્ગ, લાલગઢ



શ્રી વક્રપુત્ર રિયલ્ટેસ મા. લિ. ડી. આર્. કે. આર્. કે.
પ્રસાદ દિવેદી
પુત્ર શ્રી રેની પ્રસાદ દિવેદી
ધર્મ આપણ
નિવાસી 13, રામા પ્રસાદ માર્ગ, લાલગઢ

4. **Funding and Basis of Sharing the Expenditure and Remuneration:**

- 4.1 Up to 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.

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

Ansal Infrastructure & Projects Ltd.

Authorised Signatory

Sarvatra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorised Signatory

मोदीजीव
21/3/81

मोदीजीव
21/3/81

मोदीजीव
21/3/81



શ્રી સંજયભાઈ પટેલ
કે.આ.પી.ટી.સી.આઈ.કે.એ.એ.કે.એ.એ.
પુત્ર શ્રી રેની પ્રસાદ શિવેલી
મલ્લ મલ્લ
નિવાસી 13, ચાપા પ્રતાપ માર્ગ, ભાવનગર

निर्देशिकाओं आदि के संस्थापना
एच 0 के 0 पास
रज-निर्देशक (विशेष)
अवध-क
20/8/2014



- 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, 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 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

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

Ansal Infrastructure & Projects Ltd.

Authorised Signatory

Sarvatra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorised Signatory

20/11/21

निमरागबाबू



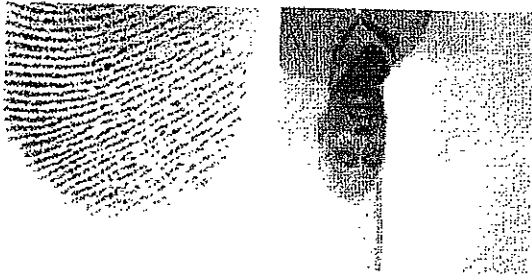
मोदीलाल

21/11/21

राजसजीव



0111
 अजित कुमार
 वेद
 बर्ग
 व्यापार



0110
 राम चर्माण
 खानवली
 पूरे निवे फिरोली रायवली
 व्यापार



0109
 राकेश कुमार
 राय मराठ
 पूरे निवे फिरोली रायवली
 व्यापार

Registration No.: 434

Year : 2,014

Book No. :

4

मार्गदर्शक

written or oral for this project. All the terms and conditions mentioned in this consortium agreement including mortgaging power shall be treated as modified without the presence of previous members in all abovementioned previous consortium agreements. The lead member shall also be authorized to modify the provisions of this consortium in absence of all/any members.

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 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 acknowledgment or sent 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:-

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

Ansal Infrastructure & Projects Ltd.

Authorised Signatory

Sarvatra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorised Signatory...

मोहम्मद
मिर्जासमद

मोहम्मद

रामजीव
रामजीव

भागीदार

Registration No.: 434

Year: 2,014

Book No.:

4

0105 अखिल राजस्थान एन्ड इ.मा.लि.डा.अधि.इ.आदिका मसाल दिवदी

बेनी मसाल दिवदी

13, राणा प्रताप मार्ग, लखनऊ

आपरा

0106 धर्म

राम चंद्रक

शिवगिरि सिद्धार्थ शिवा फलकपुर

आपरा

0107 रामदास

राम धनी

शिवगिरि सिद्धार्थ फलकपुर

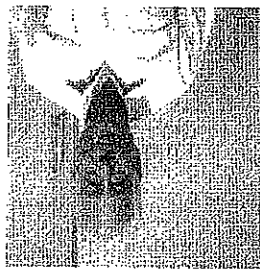
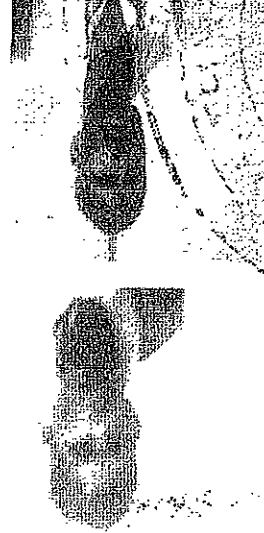
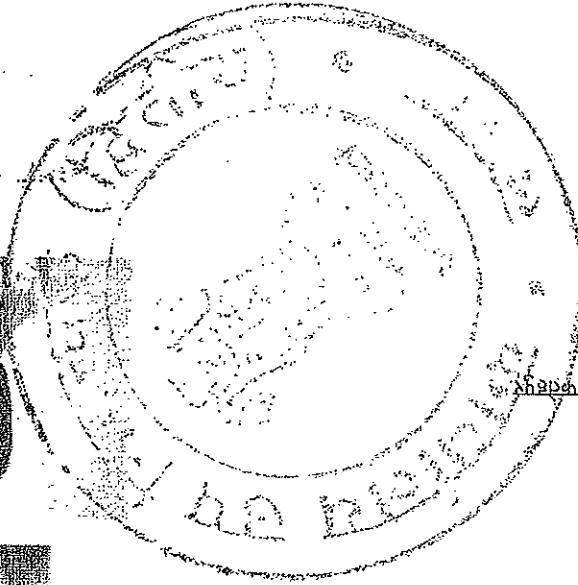
आपरा

0108 मोतीनाथ

शिवगिरि काटी

शिवगिरि सिद्धार्थ फलकपुर

आपरा



- 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

Ansal Infrastructure & Projects Ltd.

Authorized Signatory

Sarvatra Realtors (P) Ltd.

Vakrunda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt. Ltd.

Authorized Signatory

निमराकबाबू

सोनीवाल

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ਪ੍ਰੋਫੈਸਰ ਡਾਕਟਰ ਜੀ

മുഖ്യമന്ത്രി, കേരളം

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सर्वज्ञ विद्यार्थी या त्रि. इ. आर्त्ति. इ. आर्त्ति. इ. आर्त्ति. इ. आर्त्ति.

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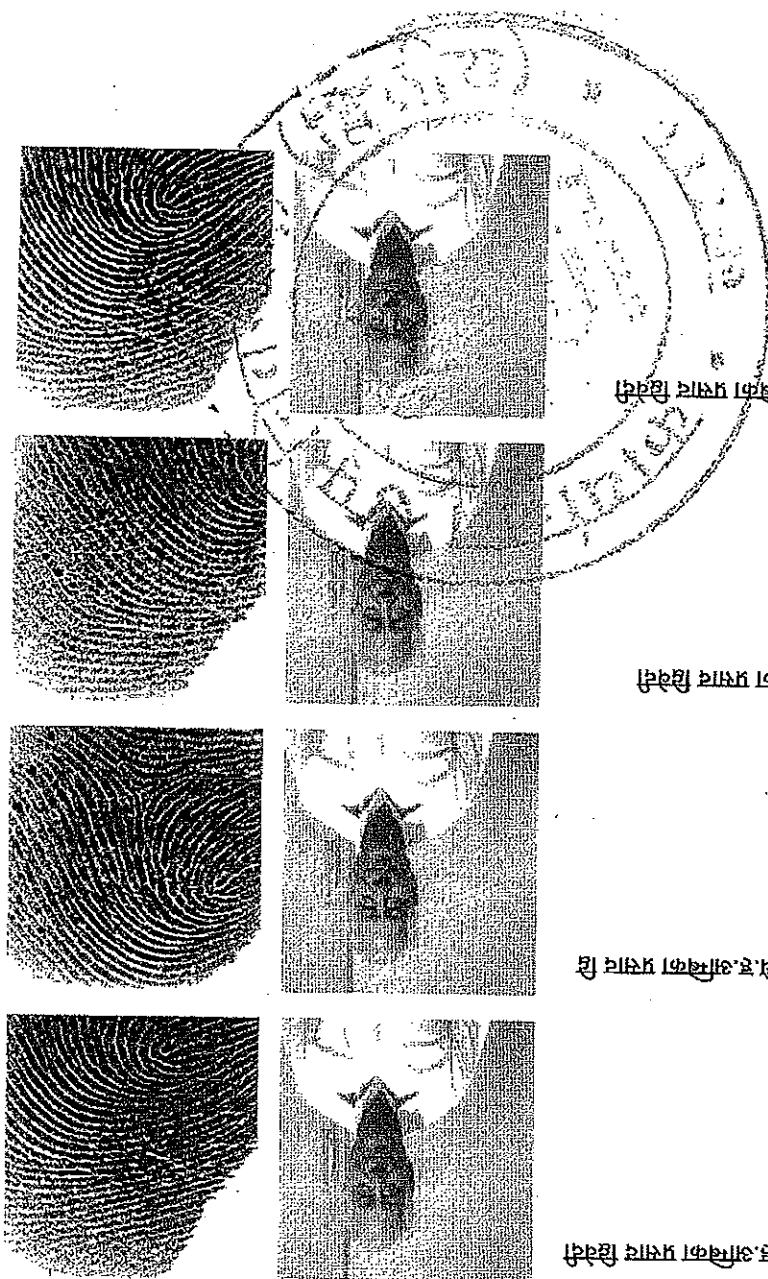
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IN WITNESS WHEREOF the lead member and members have executed this Consortium Agreement on this 20th day of August 2014 at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

WITNESSES:


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


Parkash Pathak
S/o H.S Pathak
Lalbagh Lucknow

2.



(Benkat Raman Singh)
Advocate
Civil Court, Lucknow

Typed By:-


(Lovelendra Singh)
Civil Court Lucknow


Properties & Infrastructure Ltd.

Ansal Infrastructure & Projects Ltd.
(Lead Member)

Authorized Signatory

Sarvatra Realtors (P) Ltd.


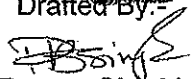
Vakrinda Realtors (P) Ltd.

For Ansal Housing & Estates Pvt Ltd.

Authorized Signatory




21/8/2014


21/8/2014


Drafted By:-

(Benkat Raman Singh)
Advocate
Civil Court Lucknow



20/8/2014

संज्ञा

उप-निबन्धक (द्वितीय)

एच0 के0 पाण्डेय



राज्यीकरण अधिकारी के हस्ताक्षर

राज्यीकृत किया गया ।

पृष्ठ सं. 291 से 316 पर क्रमिक 434

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आज दिनांक 20/08/2014 को