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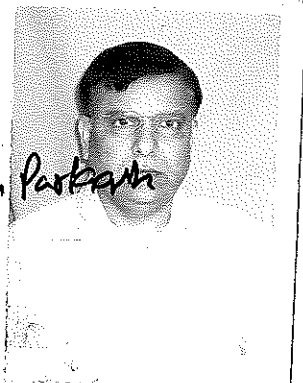


उत्तर प्रदेश UTTAR PRADESH

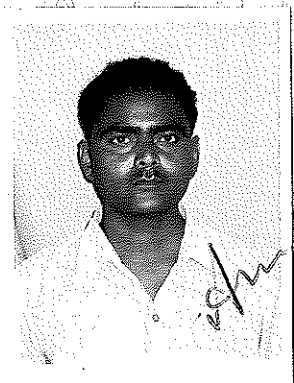
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61



Chetan Parkash



- 1 -



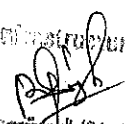
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श्री. श्री. अ/प्रोफ. श्री  
आचार्य योगेश्वर दत्त  
श्री. श्री. अ/प्रोफ. श्री

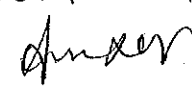
**CONSORTIUM AGREEMENT**


This Agreement is made and executed at Lucknow on this 31<sup>st</sup> day of March, of 2008.

**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-110001, Local Address Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow (hereinafter referred APIL to as the Lead

**Ansals Properties & Infrastructure Ltd**  
  
**Authorized Signatory**

Chetan Parkash  


  
श्री. श्री. अ/प्रोफ. श्री

श्री. श्री. अ/प्रोफ. श्री

17504

क्रम संख्या.....

स्टाम्प विक्रेता की अवधि 31-03-08

स्टाम्प क्रमांक 5000

स्टाम्प का नाम 5000

स्टाम्प की धन 5000

एक पाठकेय

लाइसेंस नं 187

लाइसेंस की अवधि 31-3-2009

निबन्धन भवन, लखनऊ

लेखक

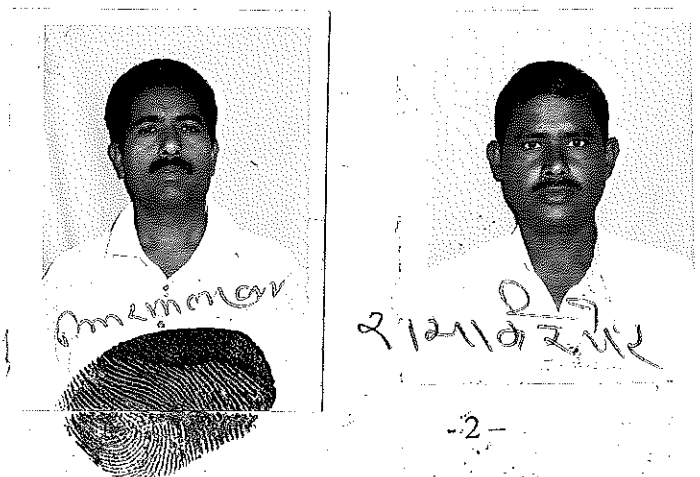
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उत्तर प्रदेश UTTAR PRADESH



-2-

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 Birendra Pratap Singh son of Sri Ganga Pal Singh**, Address:- Y.M.C.A. Building, 13, Rana Pratap Marg, Lucknow **AND**

2. **Mr. Chetan Prakash Arora S/o Late Ramchandra Arora**, Resident Of A-2/259, Sector-8, Rohini, Delhi-85, **AND**

Chetan Prakash

Arora

Arora Properties & Infrastructure Ltd

Authorized Signatory

रामचंद्र

अमर मोहन



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बाइसेन्स का अवधि 31-3-2009

विद्यमान भवन, लखनऊ





उत्तर प्रदेश UTTAR PRADESH

R/ 352306

रा. को. व/ संसाधन  
जारी कोषागार लखनऊ  
L.K.O.T.R.Y.

- 3 -

3. **Arun Kumar Verma son of Vishambhar**, R/o Village Nandauli, Tehsil-Hasanganj, & District-Unnao, **AND**
4. **Ram Lakhan son of Late Baijnath** resident of Village and post - Bijhour, Distt.- Lucknow, **AND**
5. **Ram Kishore Son of Hari ram** resident of Village and post-Paho Distt.- Raibarely.

Party No. 1 is a **Lead Developer** and parties No. 2 to 5 hereinafter collectively referred to as **CONSORTIUM MEMBER** which expression unless

*Chetan Parkash*

*Ambar*

*Ambar*

*Ambar*

*Ambar*

*Ambar*



क्रमांक संख्या.....2061  
स्टाम्प विक्रय की तिथि.....31/03/2008  
स्टाम्प क्रय का प्रयोजन.....लेटरपैड  
स्टाम्प क्रेता का नाम.....रुठ पीठ आइ ० २०७०  
व पूरा पता.....  
स्टाम्प धनराशि.....100/-

श्रीमती रेखा अग्रवाल स्टाम्प विक्रेता  
निवन्धन भवन, लखनऊ  
लाइसेन्स नं० - 160  
लाइसेन्स अवधि - 31-3-2009 तक



repugnant 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 the four New Consortium Member who shall be forming part of the registered **Consortium Agreement** dated 07.05.2007 which was registered in the office of Sub-Registrar-I, in Book No. IV, Zild No. 382, Pages 11/114, as Serial No. 125 at Lucknow, and after that three addendum consortium have been registered which was registered on 09.05.2007, 15.11.2007 and 17.03.2008 respectively in the office of Sub-Registrar-I, Sub-Registrar-II & Sub-Registrar-II, in Book No. IV Zild No. 382 Pages 131/324 Serial No. 128 at Lucknow and in Book No. IV Zild No. 251 Pages 235/276 Serial No. 494/07 at Lucknow and in Book No. IV Zild No. 257 Pages 163/222 Serial No. 116 at Lucknow.

**NOW THIS CONSORTIUM AGREEMENT 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.

Ansal Properties

Infrastructure Ltd.

Authorized Signatory

Chetan Parkash

Ankur

Ram Kumar



21/11/07





**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 prepare and submit a joint proposal for the selection of the Developer Consortium to design, develop, finance, construct, sell, 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 for 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.
- 4.2 The **ANSAL PROPERTIES AND INFRASTRUCTURE LTD.**, Consortium shall raise loans from the Financial Institution/ Banks 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.
- 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:**

*Chetan Parash*  
*Ankur*

Ansal Properties & Infrastructure Ltd.

*[Signature]*  
Authorised Signatory

*Sanjay Singh*



*21210214*



- 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, Government action. In the event of force majeure, 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 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

Asset Properties & Infrastructure Ltd

Authorised Signatory

Chetan Parkash

Aminder

Aminder

22/1/2014



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भागीदारी की धनराशि

श्री / श्रीमती अंसल प्रा.इन्फ्रा.लि.द्वारा वीरेन्द्र प्रताप सिंह  
पुत्र / पत्नी श्री गंगा पाल सिंह

पेशा नौकरी

निवासी स्थायी 13 राणा प्रताप मार्ग लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 31/3/2008 समय 3:20PM  
बजे निबन्धन हेतु पेश किया।

*[Signature]*



एस.एस.पाल

उप निबन्धक (द्वितीय)

लखनऊ

31/3/2008

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री/श्रीमती अंसल प्रा.इन्फ्रा.लि.द्वारा वीरेन्द्र प्रताप सिंह

पुत्र/पत्नी श्री गंगा पाल सिंह

पेशा नौकरी

निवासी 13 राणा प्रताप मार्ग लखनऊ

*[Signature]*



श्री/श्रीमती चेतन प्रकाश अरोडा

पुत्र/पत्नी श्री स्व.राम चन्द्र अरोडा

पेशा नौकरी

निवासी ए-2/259 से-8 रोहिणी दिल्ली

*[Signature]*



श्री/श्रीमती अरुण कुमार वर्मा

पुत्र/पत्नी श्री विशम्भर

पेशा व्यापार

निवासी ग्राम नन्दीली हसनगंज उन्नाव

*[Signature]*



श्री/श्रीमती राम लखन

पुत्र/पत्नी श्री स्व.बैजनाथ

पेशा व्यापार

निवासी बिजनौर लखनऊ

*[Signature]*



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

Amal Project & Infrastructure Ltd.

Authorised Signatory

Chetan Parkash  
Amal

Amal

Amal





**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.

**IN WITNESS WHEREOF** The members have executed this **Consortium Agreement** on this 31<sup>st</sup> day of March, 2008 at Lucknow and have caused this **Consortium Agreement** to be signed on their manner in the manner set out below.

**WITNESSES :**

① श्री २२/०३/०८ २१७ ३१७५  
श्री - रोड ५२ ११३ - २१०९ ६७  
फ्री - २२५९९

② Santy Kumar Pathak  
S/o S/o Ram Kant Pathak  
E-181, Ravi Khond, Shazda  
Nagar, Lucknow

Typed By:-

*(Signature)*

(Khurshed Khan)  
Civil Court Lucknow

PARTIES

Chetan Parkash

*(Signature)*  
Memorandum



२१३५०२२२

Drafted By:-

*(Signature)*

(Benkat Raman singh)  
Advocate  
Civil Court Lucknow

श्री/श्रीमती राम किशोर  
पुत्र/पत्नी श्री हरीराम  
पेशा व्यापार  
निवासी ग्राम पाहो जि-रायबरेली

21/03/08



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री सुरेश वर्मा

पुत्र श्री राम प्रसाद

पेशा व्यापार

निवासी ग्राम रिठवे सण्डीला हरदोई

व श्री संजय कुमार पाठक

पुत्र श्री रमाकांत पाठक

पेशा व्यापार

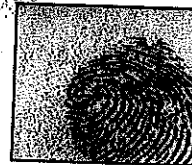
निवासी ई-181 रवीखण्ड शारदानगर लखनऊ

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

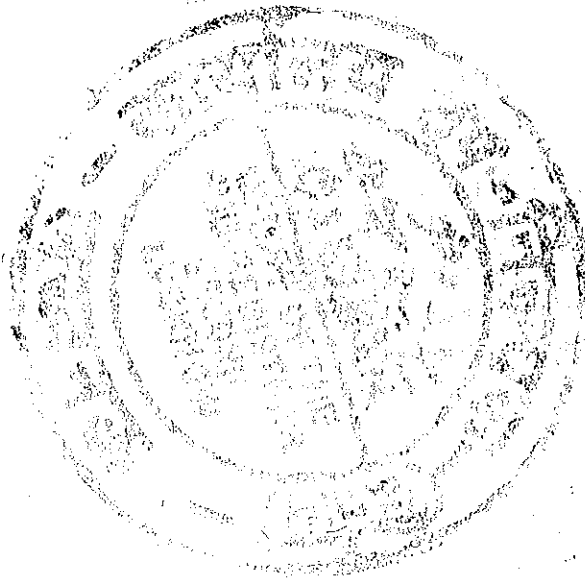
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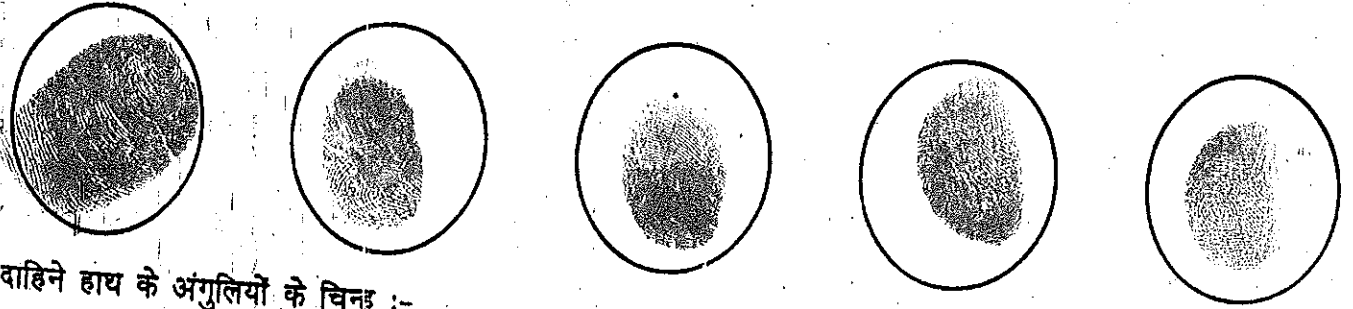
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उप निबन्धक (द्वितीय )  
लखनऊ  
31/3/2008



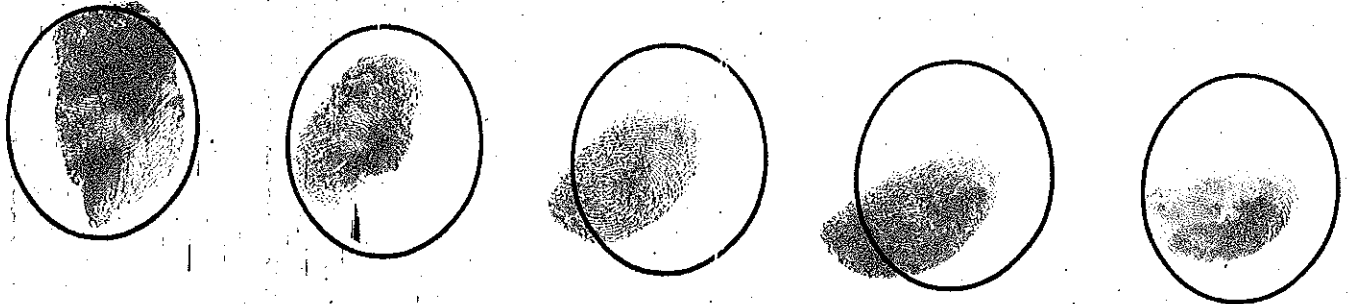


# रजिस्ट्रेशन अधिनियम-1908 की धारा 32-ए, के अनुपालन हेतु फिंगर्स प्रिंट्स

प्रस्तुतकर्ता/विक्रेता का नाम व पता .....  
 बायें हाथ के अंगुलियों के चिन्ह :-

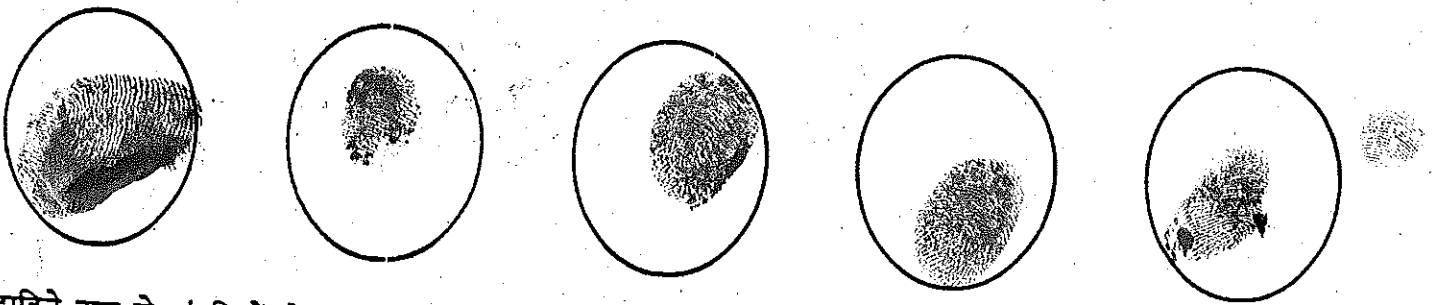


दाहिने हाथ के अंगुलियों के चिन्ह :-



Aravali Pvt. Ltd

विक्रेता/क्रेता का नाम व पता : .....  
 बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



Chetan Parkash

विक्रेता/क्रेता के हस्ताक्षर

भागीदार

Registration No 146

Year : 2008

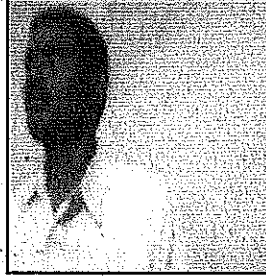
Book No. 4

0105 राम किशोर

हरीराम

ग्राम पाहो जि-रायबरेली

व्यापार



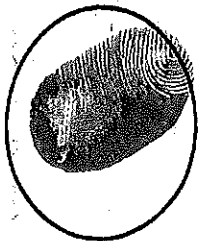
# रजिस्ट्रेशन अधिनियम-1908 की धारा 32-ए, के अनुपालन हेतु फिंगर्स प्रिंट्स

प्रस्तुतकर्ता/विक्रेता का नाम व पता ..... *श्री गुरुकुल कमी*

बायें हाथ के अंगुलियों के चिन्ह :- *नि. 31 म. 11 दी. 11, ह. 11 म. 11, 13-11-11*



दाहिने हाथ के अंगुलियों के चिन्ह :-



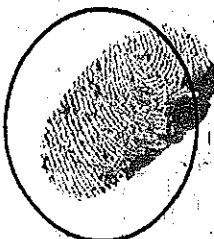
विक्रेता/क्रेता का नाम व पता : ..... *श्री गुरुकुल कमी*

*Shukla*  
प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर

बायें हाथ के अंगुलियों के चिन्ह :- *नि. 31 म. 11 दी. 11, ह. 11 म. 11, 13-11-11*



दाहिने हाथ के अंगुलियों के चिन्ह :-



विक्रेता/क्रेता के हस्ताक्षर

भागीदार

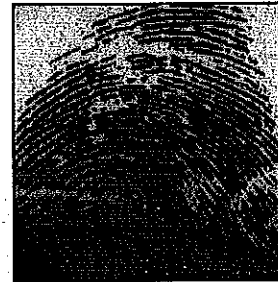
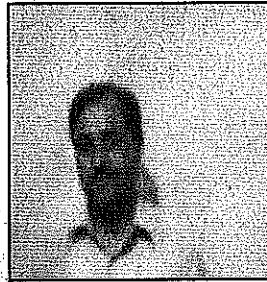
Registration No 146

Year : 2008

Book No. 4

0101 अंसल प्रा.इन्फा.लि.द्वारा वीरेन्द्र प्रताप सिंह

गंगा पाल सिंह  
13 राणा प्रताप मार्ग लखनऊ  
नौकरी



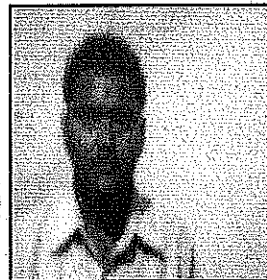
0102 चेतन प्रकाश अरोडा

स्व.राम चन्द्र अरोडा  
ए-2/259 से-8 रोहिणी दिल्ली  
नौकरी



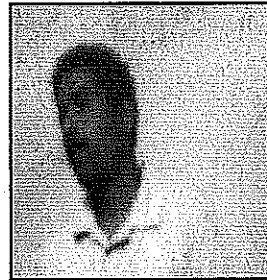
0103 अरुण कुमार वर्मा

विश्वम्भर  
ग्राम नन्दीली हसनगंज उन्नाव  
व्यापार



0104 राम लखन

स्व.बैजनाथ  
बिजनौर लखनऊ  
व्यापार



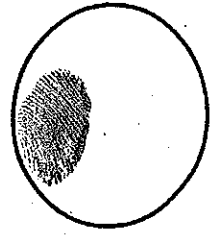
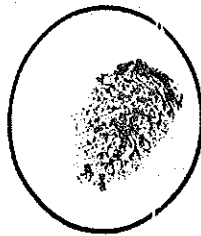
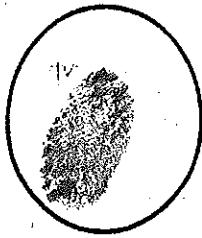
रजिस्ट्रेशन अधिनियम-1908 की धारा 32-ए, के अनुपालन हेतु फिंगर्स प्रिंट्स

प्रस्तुतकर्ता/विक्रेता का नाम व पता ..... रा. म. वि. बोर

बायें हाथ के अंगुलियों के चिन्ह :- रा. म. वि. बोर - पाली, जिला - रायचूर



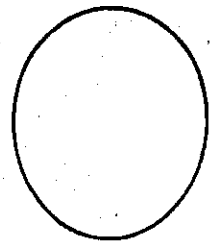
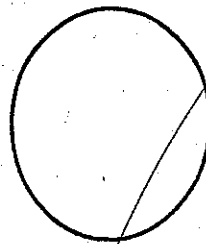
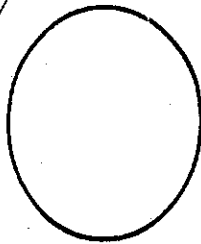
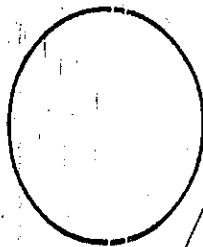
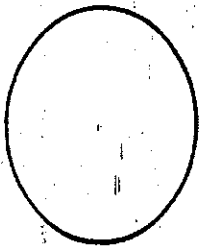
दाहिने हाथ के अंगुलियों के चिन्ह :-



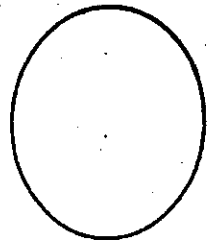
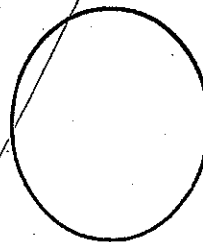
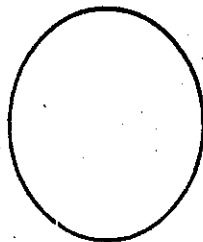
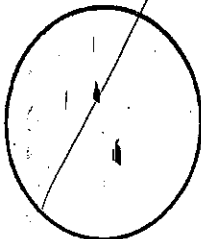
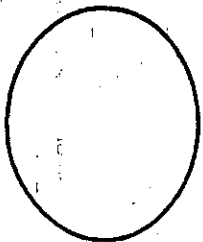
विक्रेता/क्रेता का नाम व पता : ..... रा. म. वि. बोर

प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर

बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



विक्रेता/क्रेता के हस्ताक्षर

आज दिनांक 31/03/2008 को

बही सं 4 जिल्द सं 258

पृष्ठ सं 187 से 208 पर क्रमांक 146

रजिस्ट्रीकृत किया गया ।



एस.एस.पाल

उप निबन्धक (द्वितीय)

लखनऊ

31/3/2008

