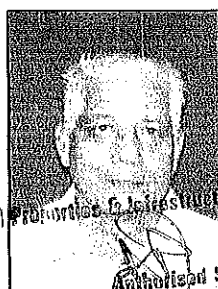


उत्तर प्रदेश

Ansal



DESH



AK-262051
05 AUG 2014



- 1 -

CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 21st day of August 2014.

BETWEEN

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

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

देवराज

नि २०२१२२२२

प्रसंक ३३२ दिनांक २१-८-१५

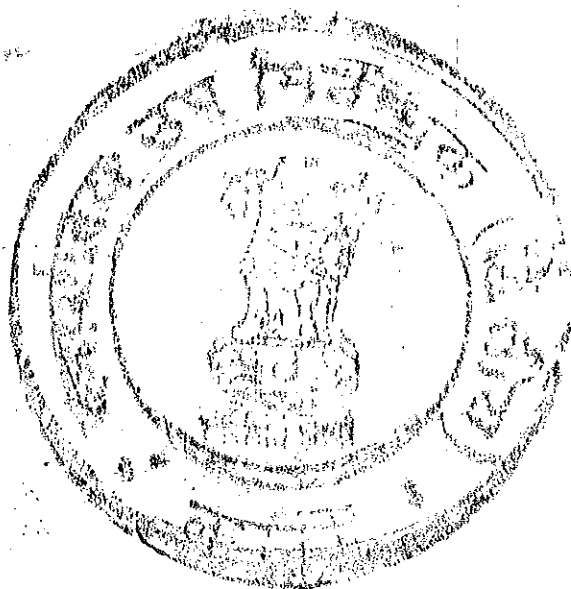
कीमत १०.००० प्रायोजन

नम्र

पता अ. हल पापरी ज. एड्ड इ-काटिइमर लि.

प्रभा कायदा पुनर्ला सं नं १२७

मैथला ३१-३-२०१८ तक कर्तव्यदेव सखनाक



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 subsidiaries and the permitted assigns) through its Authorized Signatory **Ambika Prasad Dwivedi son of Sri Beni Prasad Dwivedi; AND**

2. **SMT. PANA @ RAMDEVI w/o Late Mahaveer** as sole legal heir and successor of Late Mahaveer R/o House No. 197, Thokchand, Village-Jyoti, Distt-Hamirpur **AND,**
3. **DESHRAJ S/o Prabhulal R/o Basawan Khera, Post-Kalyanpur, Tehsil-Bindaki, Distt-Fatehpur, AND,**
4. **RAJARAM KANAUIYA S/o Medhai R/o 7/221, Phoolbagh Colony, Tehsil & Distt-Lucknow AND,**

Party No. 1 is a **Lead Developer** and party No. 2-4 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 decided to include 3 New Consortium Member who shall be forming part of the following registered Consortium Agreements:

Ansal Properties & Infrastructure Ltd.,

Authorized Signatory

मि.म.

पाना उर्फ रामदेवी

देशराज

मि.म.

राजाराम



- 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.
- 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.
- 9) Consortium agreement registered in the office of Sub-Registrar-II, Lucknow in Book No. IV, Zild No. 421, Pages 291/316, as Serial No. 434 on 20.08.2014.

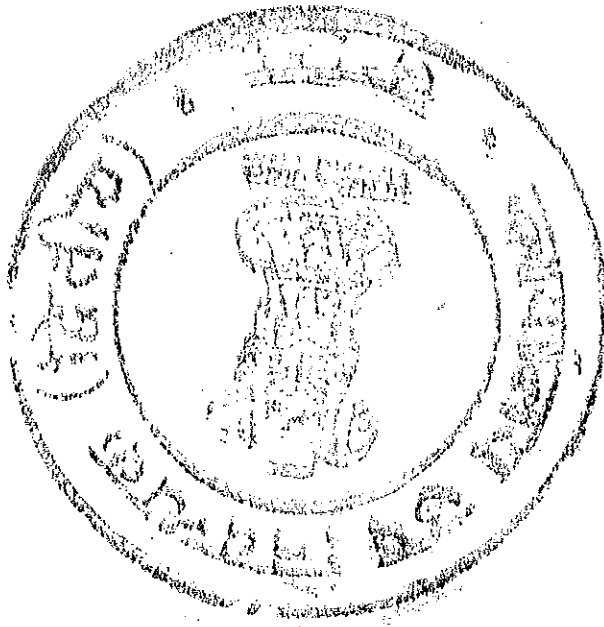
Ansal Properties & Infrastructure Ltd.

Authorised Signatory

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अनसल प्रॉपर्टीज लिमिटेड

अनसल प्रॉपर्टीज लिमिटेड



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.

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.**, 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

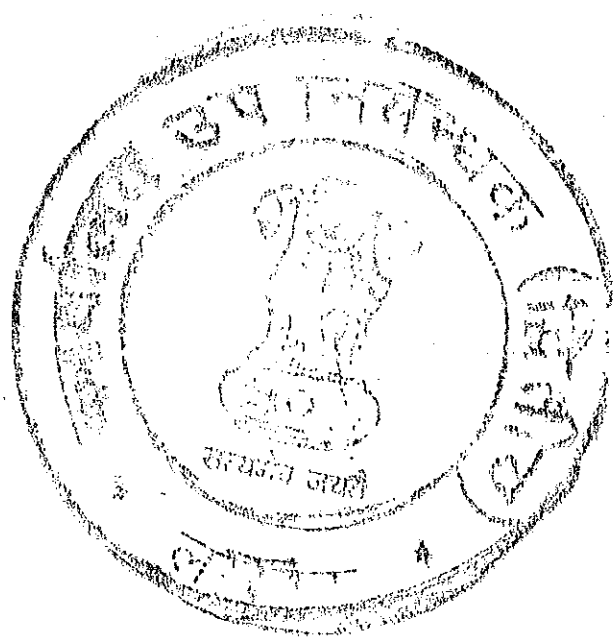
Ansal Properties & Infrastructure Ltd.

Authorized Signatory

(Ansal) 4111

52416

Ansal Properties



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.
- 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

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

Authorised Signatory

5/1/16

Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री अमरनाथ मिश्रा

पुत्र श्री दिवाकर नाथ मिश्रा

पेशा व्यापार

निवासी 18 मदन मोहन मालवीय मार्ग, लखनऊ

व श्री बी.आर. सिंह एड. सिविल कोर्ट, लखनऊ

पुत्र श्री

पेशा वकालत

निवासी

ने की ।

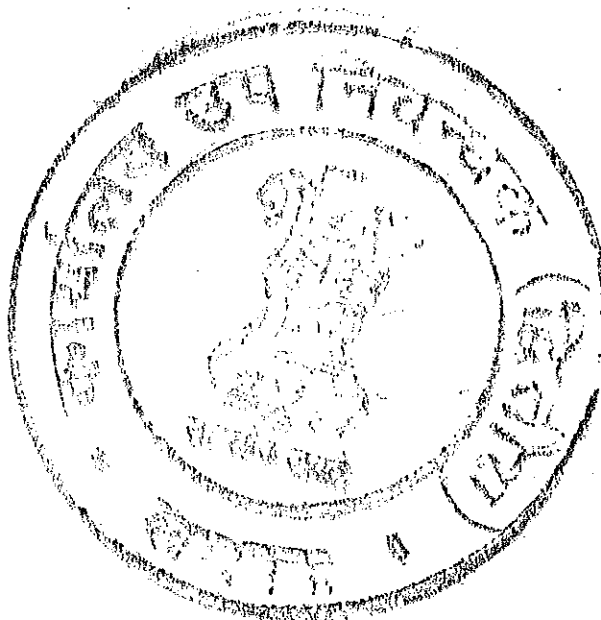
प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच0 के0 पाण्डेय
उप-निबन्धक (द्वितीय)
लखनऊ

21/8/2014



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 written or oral for this project. All the terms and conditions mentioned in this consortium agreement including mortgaging power shall 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 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

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Handwritten signature



Handwritten signature

Handwritten signature



भागीदारी विलेख

	100.00	20	120.00	1,000
भागीदारी की धनराशि	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग

श्री अंसल प्रापर्टीज एन्ड इन्फ्रा.लि.द्वा.अधि.ह.अम्बिका प्रसाद द्विवेदी
पुत्र श्री बेनी प्रसाद द्विवेदी

व्यवसाय व्यापार

निवासी स्थायी 13, राणा प्रताप मार्ग, लखनऊ
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 21/8/2014 समय 1:24PM
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच0 के0 पाण्डेय
उप-निबन्धक (द्वितीय)

लखनऊ

21/8/2014

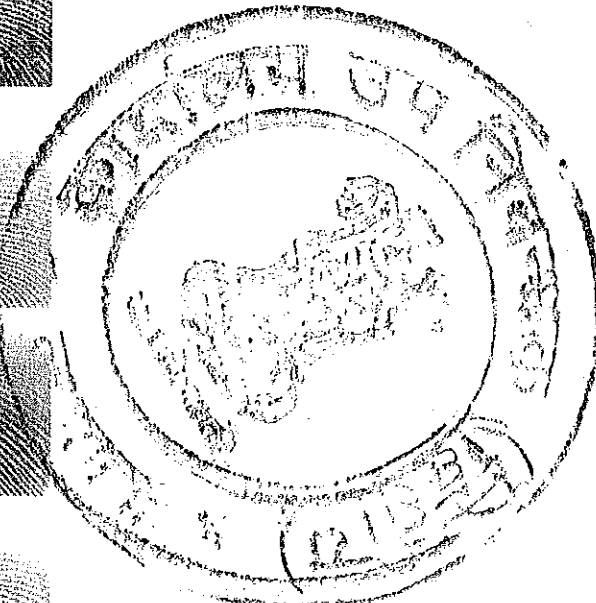
निष्पादन लेखपत्र वाद सुनने व समझने मजमून
भागीदार

श्री अंसल प्रापर्टीज एन्ड
इन्फ्रा.लि.द्वा.अधि.ह.अम्बिका प्रसाद द्विवेदी
पुत्र श्री बेनी प्रसाद द्विवेदी
पेशा व्यापार
निवासी 13, राणा प्रताप मार्ग, लखनऊ

श्रीमती पाना उर्फ राम देवी
पत्नी श्री स्व.महावीर
पेशा गृहिणी
निवासी ग्राम ज्योति जिला हमीरपुर

श्री देशराज
पुत्र श्री प्रभूलाल
पेशा व्यापार
निवासी ग्राम बसावन खेड़ा बिन्दकी फतेहपुर

श्री राजाराम कनौजिया
पुत्र श्री मेढई
पेशा व्यापार
निवासी फूलबाग कालोनी लखनऊ



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.

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 & Infrastructura Ltd.

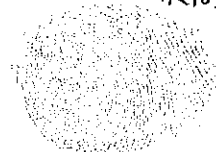
Authorised Signatory

निष्ठा श्रीवास्तव



5/2/15

निष्ठा श्रीवास्तव



भागीदार

Registration No.:

443

Year :

2,014

Book No. :

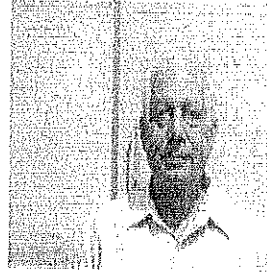
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0101 अंसल प्रापटीज एन्ड इन्फा.लि.द्वा.अधि.ह.अम्बिका प्रसाद द्विवेदी

बेनी प्रसाद द्विवेदी

13, राणा प्रताप मार्ग, लखनऊ

व्यापार

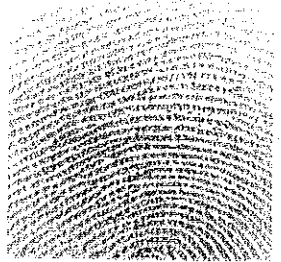


0102 पाना उर्फ राम देवी

स्व. महावीर

ग्राम ज्योति जिला हमीरपुर

गृहिणी



0103 देशराज

प्रभूलाल

ग्राम बसावन खेड़ा बिन्दकी फतेहपुर

व्यापार

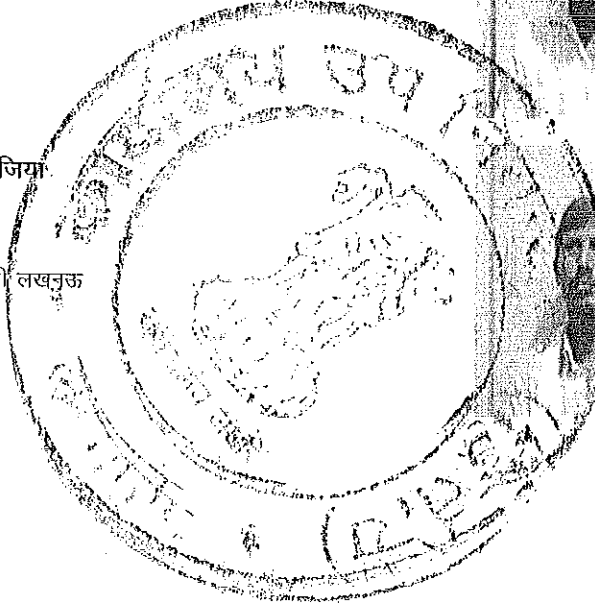
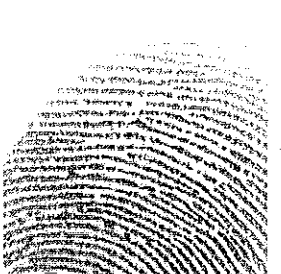


0104 राजाराम कनौजिया

गेढई


फूलबाग कालोनी लखनऊ

व्यापार



IN WITNESS WHEREOF the lead member and members have executed this Consortium Agreement on this 21st 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:


1. 
अन्सल प्रॉपर्टीज & इन्फ्रास्ट्रक्चर लि.
अन्सल ग्रुप लि.
मुंबई

Ansal Properties & Infrastructure Ltd.

Lead Member

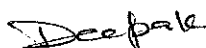
Authorized Signatory

अन्सल ग्रुप लि.

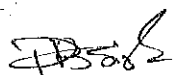
2. 
(Benkat Raman Singh)
Advocate
Civil Court, Lucknow

अन्सल ग्रुप लि.

Typed By:-


(Deepak Upadhyay)
Civil Court Lucknow

Drafted By:-


(Benkat Raman Singh)
Advocate
Civil Court Lucknow

आज दिनांक 21/08/2014 को

बही सं. 4 जिल्द सं. 422

पृष्ठ सं. 1 से 16 पर क्रमांक 443

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



एच0 के0 पाण्डेय

उप-निबन्धक (द्वितीय)

लखनऊ

21/8/2014

