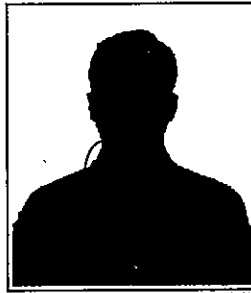




○ उत्तर प्रदेश UTTAR PRADESH

AU-802579



1



CONSORTIUM AGREEMENT

This Agreement is made and executed at Lucknow on this 18<sup>th</sup> day of January of 2016.

BETWEEN

1 M/S ELDECO CITY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at having its Registered Office at II floor, Eldeco Corporate

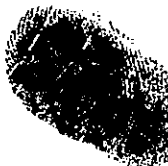
Authorised Signatory



For Eldeco City Pvt. Ltd.

Yojna Constructions Pvt. Ltd.

Authorised Signatory



urish Construction Pvt. Ltd.



Authorised Signatory

Asj Constructions Private Limited

Authorised Signatory



Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Mr. Brijendra Kumar Singh son of Sri Teerath Raj Singh duly authorized vide company's board resolution dated 28.12.2015 (hereinafter referred 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), AND

2. **M/S FLOURISH CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at having its Registered Office at II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Mr. Umesh Chandra Maurya son of Sri Ram Newal Maurya duly authorized vide company's board resolution dated 02.01.2016, AND
3. **M/S YOJNA CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at having its Registered Office at II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Mr. Umesh Chandra Maurya son of Sri Ram Newal Maurya duly authorized vide company's board resolution dated 02.01.2016, AND
4. **M/S AAJ CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at having its Registered Office at II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory Mr. Umesh Chandra Maurya son of Sri Ram Newal Maurya duly authorized vide company's board resolution dated 02.01.2016, AND

For Eldeco City Pvt. Ltd.

Authorised Signatory

Flourish Construction Pvt. Ltd.

Authorised Signatory

Yojna Constructions Pvt. Ltd.

Authorised Signatory

Aaj Constructions Private Limited

Authorised Signatory

*[Signature]*

5. Mr. Mohit son of Sri Ved Prakash resident of 1763, Arya Basti Kotla, Mubarakpur, New Delhi.

Party No. 1 is a **Lead Developer** and party No. 2-5 Hereinafter 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 and persons with the object of development of Township, various complexes, projects in Village-Mutakkipur and Allunagar Diguriya, IIM Road, Lucknow and for submitting the proposal to the Government of Uttar Pradesh or any Government/Semi Government or any other statutory authority/ Lucknow Development Authority for selection of Private Developer for development of various complexes, projects.

**NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:-**

1. **Lead Member:**

- 1.1 Consortium member mutually decided to appoint **M/S ELDECO CITY PRIVATE LIMITED**, 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 Township, various complexes, projects in Village-Mutakkipur and Allunagar Diguriya, IIM Road, Lucknow.

For Eldeco City Pvt. Ltd

Authorised Signatory

Yojna Constructions Pvt. Ltd.

Authorised Signatory

Flourish Construction Pvt. Ltd.

Authorised Signatory

Aaj Constructions Private Limited

Authorised Signatory

Mohit

श्री मे.आज कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र  
मौर्या  
पुत्र श्री राम नेवल मौर्या  
पेशा नौकरी  
निवासी एल्लिको कारपोरेट चेम्बर-1, विभूति  
खन्ड, गोमती नगर, लखनऊ



श्री मोहित  
पुत्र श्री वेद प्रकाश  
पेशा नौकरी  
निवासी 1763, आर्य बस्ती कोटला मुबारकपुर, नई  
दिल्ली



ने निष्पादन स्वीकार किया ।

जिनकी पहचान

बी.आर.सिंह एडो.सिविल कोर्ट, लखनऊ

पेशा वकालत

निवासी

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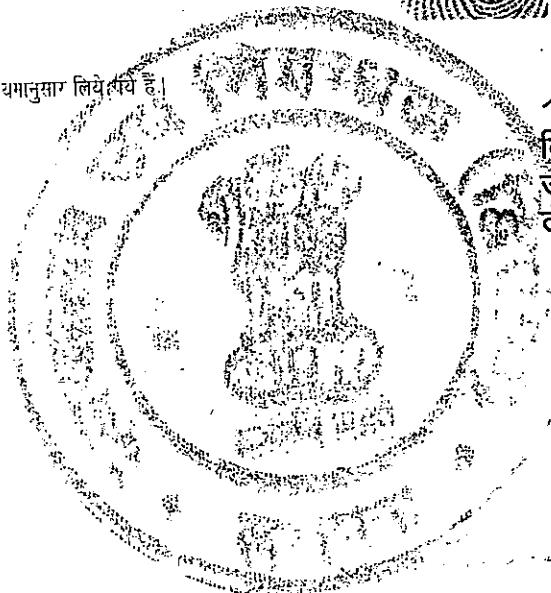
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पेशा वकालत

निवासी

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)  
लखनऊ

18/1/2016

2.2 The Lead Member shall solely by its signature prepare and submit a proposal and map for the selection/approval of the Developer Consortium for development of Township, various complexes, projects 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.

3. **Project Management Structure and Rules of the Members:**

**M/S ELDECO CITY PRIVATE LIMITED**, 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 **M/S ELDECO CITY PRIVATE LIMITED**, Consortium.

4.2 The **M/S ELDECO CITY PRIVATE LIMITED**, shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium members and execute mortgage deed by its signature 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. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium members. Consortium members have

For Eldeco City Pvt. Ltd.

Authorised Signatory

Yojna Constructions Pvt. Ltd.

Authorised Signatory

Flourish Construction Pvt. Ltd.

Authorised Signatory

Aet Constructions Private Limited

Authorised Signatory



भागीदारी विलेख

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नकल व प्रति शुल्क

योग

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भागीदारी की धनराशि

श्री

मे.एल्टिको सिटी प्रा.लि.द्वा.अधि.हस्ता.बृजेन्द्र कुमार सिंह

पुत्र श्री

तीरथ राज सिंह

व्यवसाय नौकरी

निवासी स्थायी

एल्टिको कारपोरेट चेम्बर-1, विभूति खन्ड, गोमती नगर, लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 18/1/2016

समय 2:19PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रार अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)

लखनऊ

18/1/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

भागीदार

श्री मे.एल्टिको सिटी प्रा.लि.द्वा.अधि.हस्ता.बृजेन्द्र कुमार सिंह

पुत्र श्री तीरथ राज सिंह

पेशा नौकरी

निवासी एल्टिको कारपोरेट चेम्बर-1, विभूति

खन्ड, गोमती नगर, लखनऊ



श्री मे.फ्लोरिश कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र मौर्या

पुत्र श्री राम नेवल मौर्या

पेशा नौकरी

निवासी एल्टिको कारपोरेट चेम्बर-1, विभूति

खन्ड, गोमती नगर, लखनऊ



श्री मे.योजना कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र मौर्या

पुत्र श्री राम नेवल मौर्या

पेशा नौकरी

निवासी एल्टिको कारपोरेट चेम्बर-1, विभूति

खन्ड, गोमती नगर, लखनऊ



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 **M/S ELDECO CITY PRIVATE LIMITED**, Consortium Member 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 and 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

For Eldeco City Pvt. Ltd.

Authorised Signatory

Yojna Constructions Pvt. Ltd.

Authorised Signatory

Flourish Construction Pvt. Ltd.

Authorised Signatory

Aji Constructions Private Limited

Authorised Signatory

*[Handwritten signature]*

भागीदार

Registration No.:

41

Year :

2,016

Book No. :

4

0105 मोहित

वेद प्रकाश

1763, आर्य बस्ती कोटला मुबारकपुर, नई दिल्ली

नौकरी





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. Any supplementary agreement, MOU or any other document executed between lead member and consortium members, prior or after this MOU shall be treated as part and parcel of this registered consortium agreement.

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 Development Authority and 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.

Flourish Construction Pvt. Ltd.

For Eldeco City Pvt. Ltd

Authorised Signatory

Yojna Constructions Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Yojna Constructions Private Limited

Authorised Signatory

*[Signature]*

भागीदार

Registration No.:

41

Year : 2,016

Book No. :

4

0101 मे.एल्लिको सिटी प्रा.लि.द्वा.अधि.हस्ता.बृजेन्द्र कुमार सिंह  
तीरथ राज सिंह  
एल्लिको कारपोरेट चेम्बर-1, विभूति खन्ड, गोमती नगर, लखनऊ  
नौकरी



0102 मे.फ्लोरिश कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र मौर्या  
राम नेवल मौर्या  
एल्लिको कारपोरेट चेम्बर-1, विभूति खन्ड, गोमती नगर, लखनऊ  
नौकरी



0103 मे.योजना कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र मौर्या  
राम नेवल मौर्या  
एल्लिको कारपोरेट चेम्बर-1, विभूति खन्ड, गोमती नगर, लखनऊ  
नौकरी



0104 मे.आज कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र मौर्या  
राम नेवल मौर्या  
एल्लिको कारपोरेट चेम्बर-1, विभूति खन्ड, गोमती नगर, लखनऊ  
नौकरी



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 or any other statutory authority.
- 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

For Eldeco City Pvt. Ltd

Authorised Signatory

Yojna Constructions Pvt. Ltd,

Authorised Signatory

Flourish Construction Pvt. Ltd.

Authorised Signatory

Aaj Constructions Private Limited

Authorised Signatory

*[Signature]*

गवाह

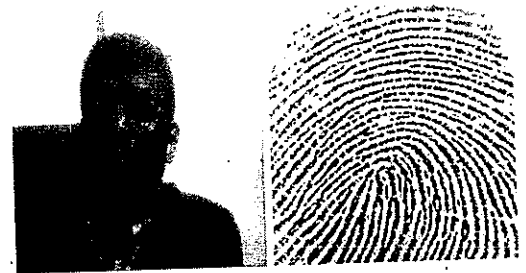
Registration No.: 41

Year: 2016

Book No.: 4

W1 बी.आर.सिंह एडो.सिविल कोर्ट,लखनऊ

वकालत



W2 एस.पी.सिंह एडो.सिविल कोर्ट,लखनऊ

वकालत



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 18<sup>th</sup> day of January of 2016 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. S.P. Singh  
Advocate  
Civil Court Lucknow

Typed & Drafted By:-

(Benkat Raman Singh)  
Advocate

For Eldeco City Pvt.

Authorised Signatory

Lead Member

Construction Pvt. Ltd.

Authorised Signatory

Yojna Constructions Pvt. Ltd.

Authorised Signatory

Constructions Private Limited

Authorised Signatory

Consortium Members

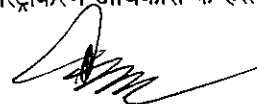
आज दिनांक 18/01/2016 को

वही सं. 4 जिल्द सं. 468

पृष्ठ सं. 283 से 314 पर क्रमांक 41

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

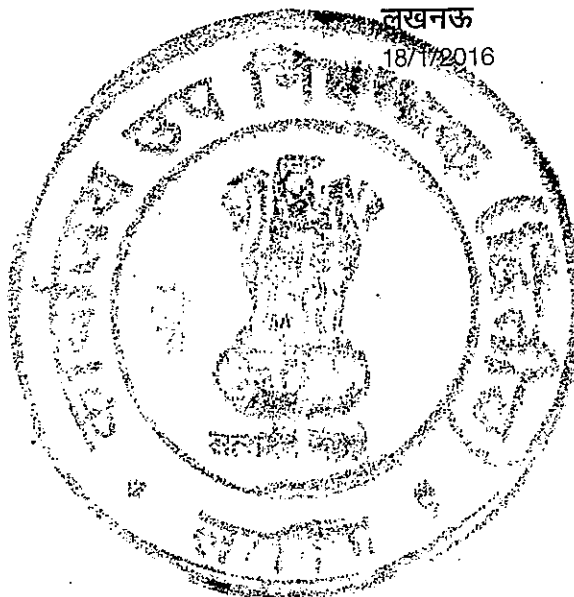


दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

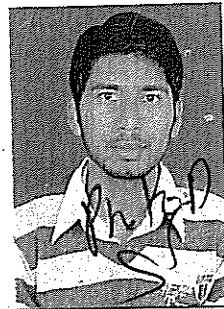
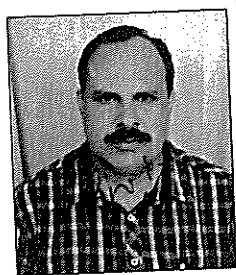
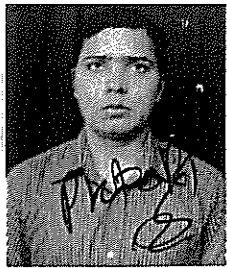
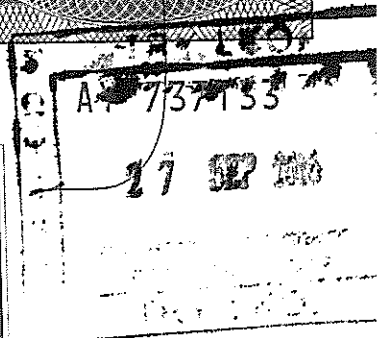
लखनऊ

18/1/2016





उत्तर प्रदेश UTTAR PRADESH



-1-

### CONSORTIUM AGREEMENT

This Consortium Agreement is executed on 20<sup>th</sup> day of October at Lucknow (herein 'Consortium Agreement').

AMONGST

1. M/S ELDECO HOUSING & INDUSTRIES LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at

Eldeco Housing And Industries Limited

For Eldeco City Pvt. Ltd

Authorised Signatory

Authorised Signatory

Flourish Construction Pvt. Ltd.

Yojna Construction Pvt. Ltd.

Authorised Signatory

Authorised Signatory

Aaj Constructions Private Limited

Authorised Signatory

Authorised Signatory

II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory **Mr. Umesh Chandra Maurya son of Sri Ram Newal Maurya** duly authorized vide company's board resolution dated 20.10.2016 (hereinafter referred to as the "First Party" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns),

AND

2. **M/S ELDECO CITY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory **Mr. Brijendra Kumar Singh son of Sri Teerath Raj Singh** duly authorized vide company's board resolution dated 19.10.2016 (hereinafter referred to as the "Second Party" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns),

AND

3. **M/S FLOURISH CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at having its Registered Office at II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory **Mr. Umesh Chandra Maurya son of Sri Ram Newal Maurya** duly authorized vide company's board resolution dated 19.10.2016 (hereinafter referred to as the "Third Party" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns),

AND

4. **M/S YOJNA CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at having its Registered Office at II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory **Mr. Umesh Chandra Maurya son of Sri Ram Newal Maurya** duly authorized vide company's board resolution dated 19.10.2016 (hereinafter referred to as the "Fourth Party" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns)

Eldeco Housing And Industries Limited



Authorised Signatory

Flourish Construction Pvt. Ltd.



Authorised Signatory

Aaj Constructions Private Limited



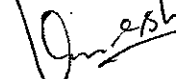
Authorised Signatory

For Eldeco City Pvt. Ltd

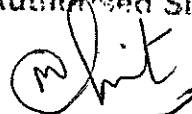


Authorised Signatory

Yojna Construction Pvt. Ltd.



Authorised Signatory





AND

5. **M/S AAJ CONSTRUCTIONS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at having its Registered Office at II floor, Eldeco Corporate Chamber-I, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized signatory **Mr. Umesh Chandra Maurya** son of **Sri Ram Newal Maurya** duly authorized vide company's board resolution dated **19.10.2016** (hereinafter referred to as the "**Fifth Party**" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns),

AND

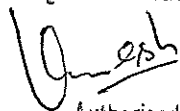
6. **Mr. Mohit** son of **Sri Ved Prakash** resident of **1763, Arya Basti Kotla, Mubarakpur, New Delhi** (hereinafter referred to as the "**Sixth Party**" which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns).

(First Party, Second Party, Third Party, Fourth Party, Fifth Party, Sixth Party, are individually referred to "**Party**" and collectively referred as "**Parties**" and Second Party, Third Party, Fourth Party, Fifth Party and Sixth Party are collectively referred to as "**Consortium Partners**" and First Party as "**Lead Member**" wherever the context requires)

**WHEREAS :**

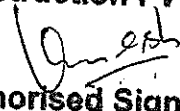
- A. The Second Party, Third Party, Fourth Party, Fifth Party and Sixth Party had formed a Consortium namely **ELDECO CITY PRIVATE LIMITED, Consortium** (hereinafter referred to as '**Original Consortium**') and accordingly entered into Consortium Agreement dated 18<sup>th</sup> January, 2016 (hereinafter referred to as '**Original Consortium Agreement**') for development of Township, various complexes, projects in Village Mutakkipur and Allunagar Diguriya, IIM Road, Lucknow wherein Second Party was appointed as a Lead Member.
- B. The First Party has considerable experience, technical capability and financial capacity and is engaged in the business of constructions, real estate development, related infrastructure and provisions of housing and as such, Second Party, Third Party, Fourth Party, Fifth Party and Sixth Party mutually

Eldeco Housing And Industries Limited



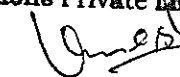
Authorised Signatory

**Flourish Construction Pvt. Ltd.**




Authorised Signatory

**Aaj Constructions Private Limited**



Authorised Signatory

For Eldeco City Pvt. Ltd



Authorised Signatory

**Yojna Construction Pvt. Ltd.**



Authorised Signatory



श्री योजना कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र  
मौर्या  
पुत्र श्री राम नेवल मौर्या  
पेशा नौकरी  
निवासी विभूति खन्ड गोमती नगर, लखनऊ



श्री आज कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र  
मौर्या  
पुत्र श्री राम नेवल मौर्या  
पेशा नौकरी  
निवासी विभूति खन्ड गोमती नगर, लखनऊ



श्री मोहित  
पुत्र श्री वेद प्रकाश  
पेशा नौकरी  
निवासी 1763 आर्य बस्ती कोटला मुबारकपुर  
दिल्ली



ने निष्पादन स्वीकार किया ।

जिनकी पहचान सूर्य प्रकाश सिंह एडो.सिविल कोर्ट, लखनऊ

पेशा वकालत

निवासी

व गुलशन  
किशोर चन्द्र

पेशा व्यापार

निवासी 1784 आर्य बस्ती कोटला नई बस्ती दिल्ली

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)  
लखनऊ

20/10/2016

decided to introduce the First Party as a Lead Member and consequently decided to form a new consortium under the name of ELDECO HOUSING & INDUSTRIES LIMITED, Consortium (hereinafter referred to as 'Consortium').

- C. Pursuant to the contents of the foregoing para, the Parties hereto have agreed to enter into fresh consortium agreement on the terms and conditions agreed herein:

**NOW, THIS CONSORTIUM AGREEMENT WITNESSETH AS UNDER:**


**1 LEAD MEMBER**

Consortium members mutually decided to appoint M/S ELDECO HOUSING & INDUSTRIES LIMITED, 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 Township, various complexes, projects in Village-Mutakkipur and Allunagar Diguriya, IIM Road, Lucknow (hereinafter referred to as 'Project').
- 2.2 The Lead Member shall be responsible for overall implementation and development of Integrated Housing Project at IIM Road, Lucknow, Uttar Pradesh.
- 2.3 The Second Party shall be solely responsible:
- (i) to deal with all Government Authorities for obtaining requisite licenses, permissions, approvals, sanctions etc. for commencement, completion and post completion of the Project.
  - (ii) to obtain all the aforesaid licenses, permissions, approvals, sanctions etc. in its own name. The Consortium Members agree to execute a General Power of Attorney/issue authority letter in favor of the Second Party in this connection.

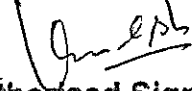
Eldeco Housing And Industries Limited

  
Authorised Signatory


For Eldeco City Pvt. Ltd

  
Authorised Signatory

Flourish Construction Pvt. Ltd.

  
Authorised Signatory

Yojna Construction Pvt. Ltd.

  
Authorised Signatory

Aaj Constructions Private Limited

  
Authorised Signatory



भागीदारी विलेख

100.00

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160.00

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भागीदारी की धनराशि

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

एलडिको हाऊ.एन्ड.इन्ड.लि.द्वा.अधि.ह.उमेश चन्द्र मौर्य

पुत्र श्री राम नेवल मौर्या

व्यवसाय नौकरी

निवासी स्थायी विभूति खन्ड गोमती नगर, लखनऊ  
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 20/10/2016 समय 2:26PM  
वजे निबन्धन हेतु पेश किया।



रजिस्ट्रार अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव  
उप-निबन्धक (द्वितीय)

लखनऊ

20/10/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजमून  
भागीदार

एलडिको हाऊ.एन्ड.इन्ड.लि.द्वा.अधि.ह.उमेश चन्द्र  
मौर्य

पुत्र श्री राम नेवल मौर्या  
पेशा नौकरी

निवासी विभूति खन्ड गोमती नगर, लखनऊ

श्री एलडिको सिटी प्रा.ल.द्वा.अधि.हस्ता.बलेंद्र कुमार  
सिंह

पुत्र श्री तीरथ राज सिंह  
पेशा नौकरी

निवासी विभूति खन्ड गोमती नगर, लखनऊ

श्री फ्लोरिस कान्स.प्रा.लि.द्वा.अधि.ह.उमेश चन्द्र  
मौर्या

पुत्र श्री राम नेवल मौर्या  
पेशा नौकरी

निवासी विभूति खन्ड गोमती नगर, लखनऊ



3. **PROJECT MANAGEMENT STRUCTURE AND RULES OF THE MEMBERS**

- 3.1 The Lead Member shall act as a Private Developer as per definition of Lucknow Development Authority.
- 3.2 The Lead member shall solely or jointly be authorized to negotiate and transfer the developed properties of all consortium members.
- 3.3 The Lead member shall of its own arrange and provide required finance for the Project from its commencement till its completion.
- 3.4 The Lead Member shall make payment for all costs and expenses incurred in connection with the development and construction of the Project.
- 3.5 The Lead Member shall pay the marketing and selling costs and expenses in connection with Project.
- 3.6 The Lead Member shall defend, compromise and settle all suits, proceedings and cases that may be initiated by any third party or Government agency in connection with the Project and/ or approvals, permissions and sanctions granted therewith.
- 3.7 The Lead Member shall pay any other costs and expenses relating to the development, construction, marketing and sale of the Project.

4. **FUNDING AND PROFIT SHARING**

- 4.1 All the cost relating to development of the Project shall be borne by the Lead Member.
- 4.2 The Lead Member shall be entitled to raise loans from the Financial Institution/ Banks by depositing title deeds of Consortium Members and execute mortgage deed under its signature for development of the Project. Lead member shall solely be authorized to create mortgage by its signature against the properties of Consortium Members. 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 Consortium Members as may be mutually decided amongst them

Eldeco Housing And Industries Limited

Authorised Signatory

Flourish Construction Pvt. Ltd.

Authorised Signatory

Aaj Constructions Private Limited

Authorised Signatory

For Eldeco City Pvt. Ltd

Authorised Signatory

Yojna Construction Pvt. Ltd.

Authorised Signatory

भागीदार

Registration No.: 742

Year : 2,016

Book No. : 4

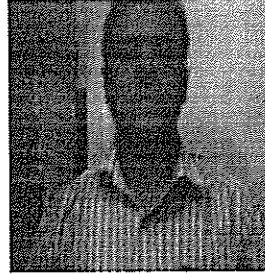
0105 आज कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र मौर्या

राम नेवल मौर्या

विभूति खन्ड गोमती नगर, लखनऊ

नौकरी

*Umesh*



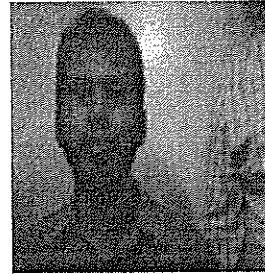
0106 मोहित

वेद प्रकाश

1763 आर्य बस्ती कोटला मुबारकपुर दिल्ली

नौकरी

*Mohit*



5. NOTICE

Any notice required to be given under this Consortium Agreement shall be in writing and must be left at the address of the party, given in the preamble hereof or at such other address as may later on be communicated by a party for the purposes, to whom it is addressed (the "recipient"), or sent by prepaid ordinary post or registered post or by courier to the address of the recipient. Any such notice, if sent, to/by either of the Parties shall be deemed to be issued and served on the Other Party.

6. ASSIGNMENT

Any Party of this Consortium shall not be entitled to assign and/or transfer their rights, partially or wholly in the Consortium to any third person(s), without the written consent of the Parties hereto.

7. ENTIRE AGREEMENT

This Consortium Agreement constitutes the entire agreement between the Members in respect of the Project. Any amendments or changes to this Consortium shall be valid only if made in writing and signed by each of the Members.

8. SEVERABILITY

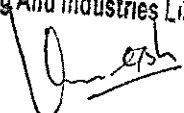
If any provision of this Agreement is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed not to form part of the Agreement and the validity and enforceability of the remainder of this Agreement will not be affected by any such invalidity or unenforceability.

9. VALIDITY

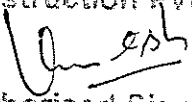

9.1 This Consortium Agreement shall be valid and enforceable till the completion of the Project and can not be terminated by any of the Consortium members through mutual consent, or otherwise till the completion of the Project.

10. GENERAL

10.1 The Parties hereto agree not to do, or cause to be done, any act prejudicial to the interest of this Consortium.

Eldeco Housing And Industries Limited  
  
Authorised Signatory

For Eldeco City Pvt. Ltd  
  
Authorised Signatory

Flourish Construction Pvt. Ltd.  
  
Authorised Signatory  
Aaj Constructions Private Limited  
  
Authorised Signatory

Yojna Construction Pvt. Ltd.  
  
Authorised Signatory



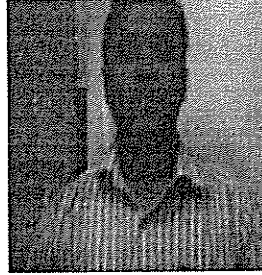
भागीदार

Registration No.: 742

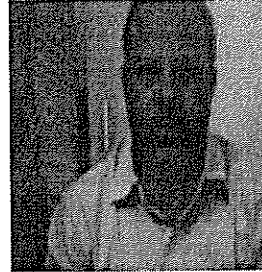
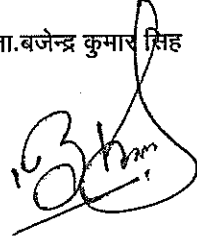
Year : 2,016

Book No. : 4

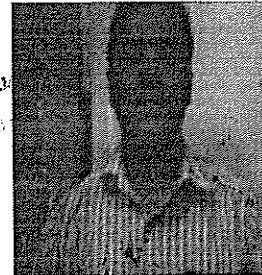
0101 एलडिको हाऊ.एन्ड.इन्ड.लि.द्वा.अधि.ह.उमेश चन्द्र मौर्या  
राम नेवल मौर्या  
विभूति खन्ड गोमती नगर, लखनऊ  
नौकरी



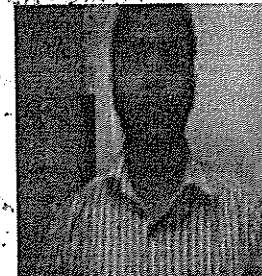
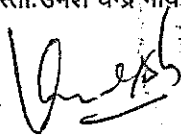
0102 एलडिको सिटी प्रा.ल.द्वा.अधि.हस्ता.बजेन्द्र कुमार सिंह  
तीरथ राज सिंह  
विभूति खन्ड गोमती नगर, लखनऊ  
नौकरी



0103 फ्लोरिस कान्स.प्रा.लि.द्वा.द्वा.अधि.ह.उमेश चन्द्र मौर्या  
राम नेवल मौर्या  
विभूति खन्ड गोमती नगर, लखनऊ  
नौकरी



0104 योजना कान्स.प्रा.लि.द्वा.अधि.हस्ता.उमेश चन्द्र मौर्या  
राम नेवल मौर्या  
विभूति खन्ड गोमती नगर, लखनऊ  
नौकरी





- 10.2 That no changes, modifications, alterations or any variation, whatsoever in this agreement shall be made without the mutual written consent of the parties hereto. However, any such changes, modifications, alterations executed by any of the party shall be binding between the parties hereto. Any such documents if executed shall be read as part and parcel of this agreement.
- 10.3 All Consortium Members shall be under obligation not to disclose any information or terms of this Consortium Agreement to any third Party. All documents and information exchanged between the Consortium Members, for the purpose of this Project, shall be treated as strictly confidential by the other Consortium Members and shall not be shared with any outside agency, except with Development Authority and to the extent required to be advised to the Development Authority in accordance with the terms of the Project.
- 10.4 None of the Parties shall be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason/s, which are due to enemy action or natural calamities or Act of God or strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto Government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control.

## 11. SETTLEMENT OF DISPUTES

All the Parties 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 sole arbitrator to be decided mutually, whose decision shall be binding. The Arbitration shall be governed by the Arbitration and Conciliation Act 1996, including any statutory modification or amendment thereto. The venue for the Arbitration will be at New Delhi and the decision of the arbitrator shall be final and binding on the parties.

## 12. JURISDICTION

- 12.1 This Consortium Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

Eldeco Housing And Industries Limited

Authorised Signatory

For Eldeco City Pvt. Ltd

Authorised Signatory

Flourish Construction Pvt. Ltd.

Authorised Signatory

Aaj Constructions Private Limited

Authorised Signatory

Yojna Construction Pvt. Ltd.

Authorised Signatory

गवाह

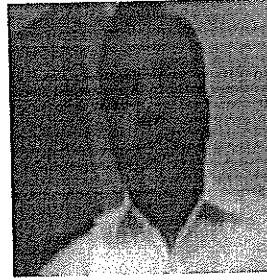
Registration No.: 742

Year : ,2016

Book No. : 4

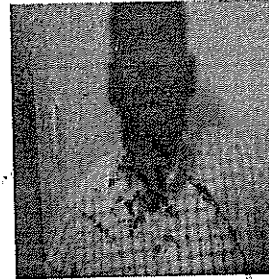
W1 सूर्य प्रकाश सिंह एडो.सिविल कोर्ट,लखनऊ

वकालत



W2 गुलशन  
किशोर चन्द्र

1784 आर्य बस्ती कोटला नई बस्ती दिल्ली  
व्यापार

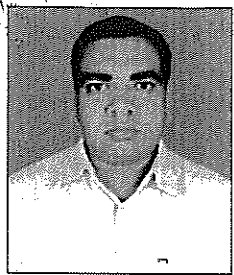


12.2 The Courts at Lucknow shall have the jurisdiction in all matters arising out of and/or concerning this transaction.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESS:


1. Surya Prakash Singh  
Advocate  
Civil Court, Lucknow



2. Gulshan son of Kishore Chand  
r/o 1785, Arya Basti,  
Kotla Mubarakpur, Delhi



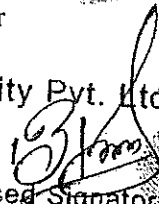
Drafted by/:

  
(Benkat Raman Singh)  
Advocate  
Civil Court, Lucknow

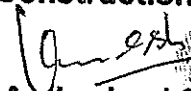
Eldeco Housing And Industries Limited

  
Authorised Signatory  
Lead Member

For Eldeco City Pvt. Ltd

  
Authorised Signatory

Flourish Construction Pvt. Ltd.

  
Authorised Signatory

Yojna Construction Pvt. Ltd.

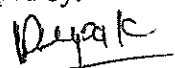
  
Authorised Signatory

Aaj Constructions Private Limited

  
Authorised Signatory

Consortium Members

Typed by:

  
(Deepak)  
Civil Court, Lucknow

आज दिनांक 20/10/2016 को  
बही सं. 4 जिल्द सं. 505  
पृष्ठ सं. 255 से 270 पर कागज़ 742  
रजिस्ट्रीकृत किया गया ।

सं. प्र. १२५७/१६ के हस्ताक्षर

मि. नेश चन्द्र यादव

स. प्र. निबन्धक (द्वितीय)

लखनऊ

20/10/2016

