

संजीव त्यागी

IV - 114



30 MAR 2011
उत्तर प्रदेश UTTAR PRADESH
CHIEF TREASURY OFFICER

N 878846

CONSORTIUM AGREEMENT

This Consortium Agreement is made at Ghaziabad on 6th day of April 2011 by and between:

M/s Proview Infrastructure (P) Ltd., a company incorporated under the provision of the companies Act, 1956, having it's registered office at 190,Saini Enclave,Vikas Marg,Delhi - 110092, through it's Signatory Mr. Vijay Kumar S/o Sh. Mange Ram, duly authorized by Board Resolution dated 3-03-2011 passed in the Board Meeting which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of First part

AND

M/s R.K.S.Buildcon India Pvt.Ltd.. a company incorporated under the provision of the companies Act, 1956, having it's registered office at 220,Gram Burari,Delhi through it's Director Mr. Sudan Kumar S/o Sh. Mange Ram, duly authorized by Board Resolution dated 3-3-2011 passed in the Board Meeting which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of Second part

For Proview Infrastructure Pvt. Ltd. For R.K.S Buildcon (India) Pvt. Ltd.

Vijay Kumar *Vijay Kumar* *Lalit* *Shivam*

Director

Shivam *Lalit* *Shivam*
(Partner)

क्रम सं 124 दिनांक 6/4/11
स्टाम्प क्रम करने का प्रयोजन
स्टाम्प क्रेता का नाम र पूजा भरा

स्टाम्प ली जनरलि 10/11

मूलबन्ध भारती स्टाम्प दिक्षेता

लाईसैन्स नंबर-137

लाईसैन्स की अवधि 31 अक्टूबर 200

दिनांक नं 80, छहसौल क-प्राप्ति, गाजियाबाद

मुख्तारनामा आम
जहोरैटम

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पीस गिर्दी	नकल व प्रति शुल्क	योग	शब्द लगभग

श्री पुत्र श्री विजय कुमार प्रतिनिधि प्रोव्यू इन्फ्रास्ट्रक्चर प्रा० लि०

वादसाय व्यापार मॉगराम १०/५/२५

निवासी श्री 190 सैनी एन्क० विकास मार्ग दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 7/4/2011 समय 1:35PM

दर्जे दिव्यन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वी० के० पाण्ड्य

उपनिबन्धक द्वितीय

गाजियाबाद

7/4/2011

नियादन लेखपत्र वाद युनने व समझने मजमून

मुख्तार कर्ता

मुख्तार



श्री विजय कुमार

प्रतिनिधि प्रोव्यू इन्फ्रास्ट्रक्चर प्रा० लि०

पुत्र श्री मॉगराम

पुत्र/पत्नी श्री पेशा व्यापार

श्री सुदान कुमार

प्रतिनिधि आर० के० बिल्कोन इण्डिया प्रा० लि०

पुत्र श्री मॉगराम

पुत्र/पत्नी श्री पेशा व्यापार



श्री सुदान कुमार

प्रतिनिधि लोटस इण्टरडाइजेज

पुत्र श्री मॉगराम

पुत्र/पत्नी श्री पेशा व्यापार



AND

M/s Lotus Enterprises,a partnership Firm having it's registered office at K-1-3,Kavi Nagar,Ghaziabad,U.P. through it's Partner Mr.Sudan Kumar S/o Sh. Mange Ram,duly authorized by Board Resolution dated 3-3-2011 passed in the Partnership Meeting which expression shall unless contrary for repugnant to the context, here be deemed to be included their executors and assigns of successors hereinafter referred to as a party of Third part

Whereas all the Land Owning companies have agreed to form a Consortium and appoint M/s Proview Infrastructure (P) Ltd. as a lead member with an object of developing and construction of Group housing project in the area of Noor Nagar, Raj Nagar Extension ,Ghaziabad, make all expenditure in relation to this activity , allot the property to buyers, receive payments from them, enter into agreement with them, and all other works and activity related to the Project.

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

1 Lead Member:

All the Consortium member, have mutually decided to appoint M/s Proview Infrastructure (P) Ltd. , a company incorporated under the provision of the companies Act, 1956, having it's registered office at 190,Saini Enclave,Vikas Marg, Delhi – 110092, as the lead member

2. Date of Commencement/Principal Place

That this Consortium shall be deemed to have come into existence with effect from 3rd March 2011. The principal place of business of the Consortium shall be or such other places as may be mutually decided by the Consortium members. This Consortium Agreement shall be valid and enforceable till the completion of the subject project.

For Previous Years Question Papers

Yijen Kumar

Director

For R&S Builicon India Pvt. Ltd.

Mr. Morris' Enterprises
L. S. (Pastor)

(Partner)



3. Role of members

The roles & services of the members of this consortium shall be decided jointly and with the consent of all the parties, however, the lead member shall have final say in the matter.

4. Shareholding basis in Consortium:-

- a) The shareholding of all the members of the consortium shall be mutually decided later on.

5. Project Management Structure:

- a) M/s Proview Infrastructure (P) Ltd will work as Private Developer and also as Co Land Owning company and arrange Land and Finance for the project in future and look after the implementation of the project entirely.



For Proview Infrastrucure Pvt. Ltd. For RJS Bulacon (P) Ltd.

Director

For Rakesh Kumar
(Partner)

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री विनोद त्यागी

मुख्य श्री गंगावासी त्यागी

पेशा व्यापार

ग्राम नूरनगर गा० बाद

व श्री विजेन्द्र चौधरी

पुत्र श्री रवि सिंह

पेशा

ग्राम अटोर नंगला गाडी बाद

ने की

राजस्वाकरण आधिकारा के हस्ताक्षर

मनुष्यानां ननु वासिनां च य निशानं उद्युतं विष्वासानुसारं तिथं विद्यते ।

Two fingerprint impressions are shown side-by-side on a white background. The fingerprints are dark, showing various patterns of ridges and valleys. The impression on the left is a standard loop pattern, while the one on the right is a whorl pattern.

वी० के० पाण्डेय उपनिबन्धक द्वितीय गाजियाबाद

7/4/2011



6. Funding and Basis Sharing the Expenditure & Remuneration:

- a) It is decided that upto the Allotment of flat in the Project namely Officer City - 2, all cost towards development of project will be borne entirely by lead member.
- b) The Lead shall raise loans from the Financial Institution / Banks for the project and any shortfall in financing of the Project shall be contributed by the Partners & their Relatives
- c) Upon completion of the Project any profit and loss shall be shared by the Consortium members in ration of their landholding

7. Bank account / Validity

That bank account(s) may be opened in the name of the Lead Partner and the said account(s) would be operated under signature of Party of 1st Part of the Consortium. That during the continuance of this Consortium the accounts of the Consortium shall be closed every year on 31st day of March.

8. Right & duties of members

That the member of this Consortium shall have no right to assign any of its benefits, rights, and liabilities under this agreement to any other company firm or person without obtaining the prior written consent from the other members of the consortium. That the Lead Partner shall transfer 20% of the total sale proceeds to its other members i.e party on the second part and party on the third part on account of sale proceeds of the land at the end of every year.

For Preview Infrastructure Pvt. Ltd.

Rajendra Kumar

Director
For RRS, Preview

For RRS, Preview
(Partner)



राजेश कुमार
एडवोकेट
तहसील कम्पाउण्ड, गाजियाबाद



मुख्तार कर्ता
मुख्तार कर्ता

Registration No.: 114 Year: 2011 Book No.: 4

0101 विजय कुमार प्रतिनिधि प्रोव्यू इन्फ्रास्ट्रक्चर प्रा० लि०

मॉगेराम
Vijay Kumar

190 सैनी एन्क० विकास मार्ग दिल्ली

व्यापार

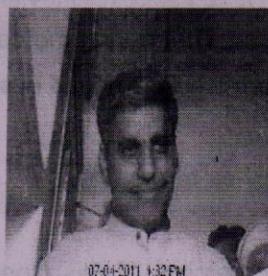


0102 सुदन कुमार प्रतिनिधि आर० के० बिल्कोन इण्डिया प्रा० लि०

मॉगेराम
Sudan Kumar

220 ग्राम बुराडी देहली

व्यापार



0103 सुदन कुमार प्रतिनिधि लोटस इंटरप्राईजेज

मॉगेराम
Sudan Kumar

के०-आई-३ कविनगर गा० बाद

व्यापार



9. Governing Law / Waiver

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 latter shall prevail. The waiver of any member of any breach of any term of this Consortium Agreement shall not prevent the subsequent enforcement of that term shall not be deemed to be waiver of any subsequent breach.

10. Confidentiality / Term

All the 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 the project under the Consortium, shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency except the Government of Utter Pradesh. This Consortium Agreement embodies the entire understanding of the members and there are no promises, terms and condition 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 in writing and signed by them or their duly authorized representative as amendment to this Consortium Agreement. The terms and conditions of this Consortium Agreement may be modified/amended as may be stipulated by the Government of Utter Pradesh and as mutually agreed by the Consortium members.

— Rajeev Kumar For RRS Holdings (India) Pvt. Ltd. *For Lotus Enterprise*
By *Shri* *Signature* *By* *Signature* *By* *Signature*
Director *Partner*





11. Miscellaneous / Liability:

Nothing in this shall be construed providing for the sharing of the profit & loss 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 or 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 the termination of the Consortium Agreement, to other members of this Consortium Agreement. No other shall be liable to other Party/members for any indirect, incidental, special or consequential damages howsoever caused, whether as a consequence of the negligence of the one member or otherwise.

12. Notice

Any notice required pursuant to this Consortium Agreement shall be given writing and shall be delivered by hand under acknowledgement or send by facsimile to the third party at the address appearing in the beginning of the Consortium Agreement.

13. Termination

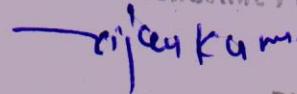
This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- Rejection of the proposal by the Government of Uttar Pradesh.
- Upon completion of the project.

14. Arbitration

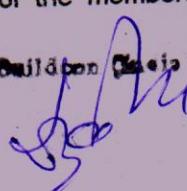
All the members agree to settle amicable all disputes arising out of or concerning this consortium agreement. In the event of the members failing to amicably

For Proview Infrastructure Pvt. Ltd.

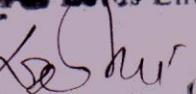

Rakesh Kumar

Director

For RKS Builders Deojaan Pvt. Ltd.


Director

For Lotus Enterprises


Director

6

(Partner)

resolve any dispute in the foregoing manner, the matter shall be referred to the arbitrator to be decided mutually, whose decision shall binding.

IN WITNESS WHEREOF the members have executed this Consortium Agreement on this 3rd day of March 2011 and have caused this consortium Agreement to be signed on their behalf in the manner set below:-



संजीव त्यागी
एडवोकेट
तहसील कम्पाउण्ड, गाजियाबाद



संजीव त्यागी
एडवोकेट
तहसील कम्पाउण्ड, गाजियाबाद

Witness:-

For Proview Infrastructure Pvt. Ltd.

Trilok Tyagi

For M/s Proview infrastructure (P) Ltd
Director

Signatory Party of the First part

For R.K.S. Buildcon (India) Pvt. Ltd.

Leslie

For R.K.S. Buildcon (India) Pvt. Ltd.

Director

Party of the Second Part

Leslie
(Partner)

For Lotus Enterprises

Director

Party of the Third Part

1. Vinod Tyagi St. 87, Gangavasi Tyoh. P.O. Noida Nager

Ghaziabad

2. Bijnor choudhary St. 87, Ransingh, P.O.

Vill. - Ator Majda Ghaziabad (a.s.d)

DRAFTED BY : SANJEEV TYAGI ADVOCATE,

Ch. No.-67, Tehsil Compound Ghaziabad.

संजीव त्यागी

एडवोकेट

तहसील कम्पाउण्ड, गाजियाबाद

आज दिनांक 07/04/2011 का

वही सं. 4 जिल्द सं. 305

पृष्ठ सं. 397 से 410 पर कमांक 114

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वी0 के0 पाण्डेय

उपनिबन्धक द्वितीय

गाजियाबाद

7/4/2011

