

संजीव त्यागी

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.

Vijay Kumar

Director

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

Sudan Kumar

Director

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

मूलचन्द शास्त्री स्टाम्प विक्रेता

लाइसेन्स नम्बर-137

लाइसेन्स की अवधि 31 मार्च 2010

ब्लॉक नं० 80, तहसील क-पाऊण्ड, गाजियाबाद

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शब्द लगभग

श्री

विजय कुमार, प्रतिनिधि प्रोव्यू इन्फ्रास्ट्रक्चर प्रा० लि०

पुत्र श्री

मोंगेराम

व्यापार

निवासी

190 सैनी एन्क० विकास मार्ग दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 7/4/2011

समय 1:35PM

द्वारे निवेदन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वी० के० पाण्डेय

उपनिबन्धक द्वितीय

गाजियाबाद

7/4/2011

निष्पादन लेखपत्र वाद सुनने व समझने मजमून

मुख्तार कर्ता

मुख्तार

श्री विजय कुमार

प्रतिनिधि प्रोव्यू इन्फ्रास्ट्रक्चर प्रा० लि०

पुत्र श्री मोंगेराम

पुत्र/पत्नी श्री पेशा व्यापार



श्री सुदान कुमार

प्रतिनिधि आर० के० बिल्कॉन इण्डिया प्रा० लि०

पुत्र श्री मोंगेराम

पुत्र/पत्नी श्री पेशा व्यापार



श्री सुदान कुमार

प्रतिनिधि लोटस इण्टरप्राइजेज

पुत्र श्री मोंगेराम

पुत्र/पत्नी श्री पेशा व्यापार



AND

M/s Lotus Enterprises, a partnership Firm having its registered office at K-1-3, Kavi Nagar, Ghaziabad, U.P. through its 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 its 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 Proview Infrastructure Pvt. Ltd.

Sudan Kumar

Director

For RES Buildcon (India) Pvt. Ltd.

[Signature]

Director

For Lotus Enterprises

[Signature]

(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.

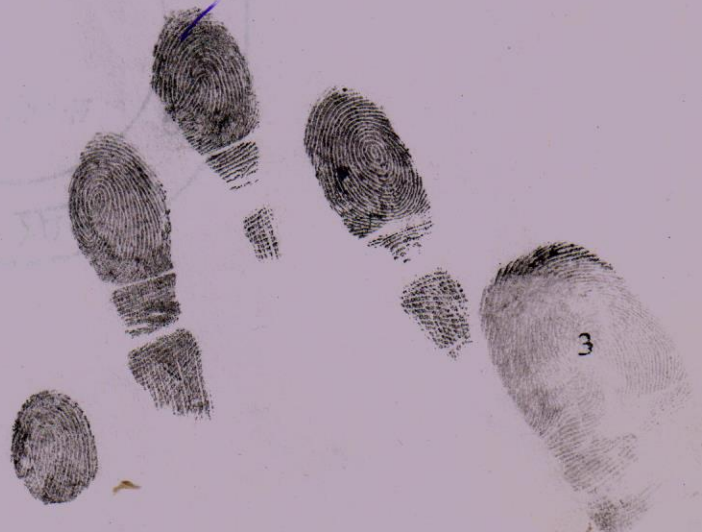


For Proview

Rijender Kumar.

Director

For Lotus Enterprises
(Partner)



ने निष्पादन स्वीकार किया ।

मिनकी पहचान श्री विनोद त्यागी

पुत्र श्री गंगावासी त्यागी

पेशा व्यापार

निवासी ग्राम नूरनगर गा0 बाद

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पुत्र श्री रवि सिंह

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निवासी ग्राम अटोर नंगला गा0 बाद

ने की ।

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वी0 के0 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 & there 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 I st 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 Infrastrucure Pvt. Ltd.



गंजीव रानी
एडवोकेट
तहसील कम्पाउण्ड, गाजियाबाद

Director
For R.E.S. Infrastrucure Pvt. Ltd.

For Lotus Enterprises
(Partner)



मुख्तार कर्ता

Registration No.: 114

Year : 2,011

Book No. : 4

0101 विजय कुमार प्रतिनिधि प्रोव्यू इन्फ्रास्ट्रक्चर प्रा0 लि0

मॉगेराम

190 सैनी एन्क0 विकास मार्ग दिल्ली

व्यापार



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व्यापार



0103 सुदन कुमार प्रतिनिधि लोटस इण्टरप्राइजेज

मॉगेराम

के0-आई-3 कविनगर गा0 बाद

व्यापार



9. Governing Law / Wavier

This Consortium Agreement shall in respect be constructed 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 letter 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 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 Uttar 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 contains herein, and variation, modification or alternation 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 Uttar Pradesh and as mutually agreed by the Consortium members.

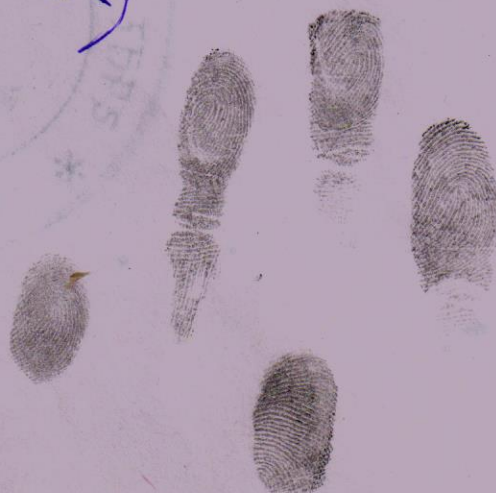
Signature
For R.E.S. Holdings (India) Pvt. Ltd.

For R.E.S. Holdings (India) Pvt. Ltd.

For R.E.S. Holdings (India) Pvt. Ltd.

Signature
Director

Signature
(Partner)



This Consortium Agreement shall be governed by the laws of India. In the event of conflict between the provisions of this Consortium Agreement and the laws of India, the provisions of this Consortium Agreement shall prevail. The laws of any country or state shall not be deemed to be applicable to this Consortium Agreement.

10. Confidentiality/Term

All the parties shall be under obligation not to disclose any information in terms of this Consortium Agreement to any third party. All documents and information exchanged between the members for the purpose of this project under the Consortium shall be treated as strictly confidential by the other members and shall not be shared by any other outside agency without the prior written consent of the Consortium Agreement. The Consortium Agreement and the understanding of the Consortium shall be binding on all members and shall constitute the entire agreement between the parties. No modification or amendment to this Consortium Agreement shall be valid unless it is signed by all the members and signed by their duly authorized representatives as amendment to this Consortium Agreement. The Consortium Agreement may be modified or amended by the Government of India and the Government of the State of Maharashtra.



11. Miscellaneous / Liability:

Nothing in this shall be constructed 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 of 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.

[Signature]

Director

For RKS Buildcon (India) Pvt. Ltd.

[Signature]

Director

For Lotus Enterprises

[Signature]

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:-

For Proview infrastructure Pvt. Ltd.

For M/s Proview infrastructure (P) Ltd
Director



संजीव त्यागी
एडवोकेट
तहसील कम्पाउण्ड, गाजियाबाद



संजीव त्यागी
एडवोकेट
तहसील कम्पाउण्ड, गाजियाबाद
Witness:-

Signatory Party of the First part

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

For R.K.S. Buildcon (P) Ltd
Director

Party of the Second Part

For Lotus Enterprises

Director
Party of the Third Part

1. Vinod Tager Sh. Gangavasi Tyoh. Mo Noor Nagan
Sihani Ghaziabad
2. Bindler choudry Sh. Ravi Singh Mo
Vill. - Ater Majda Ghaziabad

DRAFTED BY : SANJEEV TYAGI ADVOCATE,

Ch. No.-67, Tehsil Compound Ghaziabad.

संजीव त्यागी
एडवोकेट
तहसील कम्पाउण्ड, गाजियाबाद

आज दिनांक 07/04/2011 को

वही सं. 4 जिल्द सं. 305

पृष्ठ सं. 397 से 410 पर क्रमांक 114

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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उपनिबन्धक द्वितीय

गाजियाबाद

7/4/2011

