



उत्तर प्रदेश UTTAR PRADESH

AW 596869

CONSORTIUM AGREEMENT

This Consortium Agreement is made at Ghaziabad on 7th day of Oct.2016 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. Puneet Tyagi** S/o Sh. Rajpal Tyagi, duly authorized by Board Resolution dated 24-09-2016 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

For Proview Infrastructure Pvt. Ltd.

[Signature]

Director

For M/s. Proview (Ind) Pvt. Ltd.

[Signature]

Director

T-23436 *[Signature]*

7 OCT 2016

नाम हरि राम सिंह का निवास ...
पता ...
पिता का नाम व पूरा पता ...
पिता की पेशा ...

...
...

हरि राम सिंह स्टाफ विक्रेता

लाइसेंस नंबर-26

लाइसेंस की मर्यादित अवधि 31-3-20 25
सेक्टर नं० 5/4 तहसील बल्लभपुर, जिला बल्लभपुर

भागीदारी विलेख

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रकम अंश

मालिक व प्रतिशत

भाग

पुष्टि की राशि

भागीदारी की जानकारी

को

पुत्र श्री

पुत्रीत लक्ष्मी प्रतिनिधि प्रोम दत्तकालद्वारा प्राप्ति

राजपाल लक्ष्मी

पुत्र/पत्नी की पेशा व्यापार/नीकरी/अन्य

निवासी पता

190 सीनो एनको विमान मार्ग दिल्ली 110092

ने यह संकेत इस कारण है

दिनांक 7/10/2016

समय 1:55PM

यदि निवेदन हेतु पत्र लिखें

रजिस्ट्रार ऑफिस के हस्ताक्षर

प्रमारी

उपनिबंधक द्वितीय

गजियाबाद

7/10/2016

निष्पादन हेतु पत्र पत्र करने व समझने परम

भागीदार

श्री पुत्रीत लक्ष्मी

प्रतिनिधि प्रोम दत्तकालद्वारा प्राप्ति

पुत्र श्री राजपाल लक्ष्मी

पुत्र/पत्नी की पेशा व्यापार/नीकरी/अन्य

श्री राजपाल लक्ष्मी

प्रतिनिधि आरपी केए प्रोम दत्तकालद्वारा प्राप्ति

पुत्र श्री बलमजीत लक्ष्मी

पुत्र/पत्नी की पेशा व्यापार/नीकरी/अन्य

श्री राजपाल लक्ष्मी

प्रतिनिधि लोहरा एन्टरप्राइजेज

पुत्र श्री बलमजीत लक्ष्मी

पुत्र/पत्नी की पेशा व्यापार/नीकरी/अन्य



M/s R.K.S Buidcon 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 **Authorized Director Sh. Rajpal Tyagi** S/o Lt. Sh. Brahmjeet Tyagi, duly authorized by Board Resolution dated 24-09-2016 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.

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 Sh. Rajpal Tyagi** S/o Lt. Sh. Brahmjeet Tyagi,, duly authorized by Board Resolution dated 24-09-2016 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

For Proview Infrastructure Pvt. Ltd.

Director

For R.K.S Buidcon India Pvt. Ltd.

Director

For LOTUS ENTERPRISES

Partner

ने विधायन स्वीकार किया।

जिनसे पहचान राजेन्द्र त्यागी
परमानन्द त्यागी

पेशा व्यापार/नौकरी/अन्य

निवासी भवन नं० 362 त्यागी मार्केट जामुनी बिहार गा० बारा

प राजे श्याम
रघुवीर सिंह

पेशा व्यापार/नौकरी/अ

निवासी कुष्ठा नगर मेरठ रोड गा० बारा

ने की।

प्रत्यक्ष मंड साक्षियों के विज्ञान अंगुलि निष्पत्तयुक्त सिद्ध गये हैं।



रजिस्ट्रार अधिकारी के हस्ताक्षर

प्रभारी
उपनिबन्धक द्वितीय
गजियाबाद
7/10/2016



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 member This Consortium Agreement shall be valid and enforceable till the completion of the subject project.

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.



Mukesh Kumar Tyagi
Advocate Ghaziabad

[Handwritten signature]

For RK3 Building (Official Seal)
[Handwritten signature]

Director

For LOTUS WATER RESERVE
[Handwritten signature]

Member

[Handwritten signature]



भागीदार

Registration No. 499

Year: 2016

Book No. 4

0101 पुनीत त्यागी प्रतिनिधि प्रोव्यू इ-अनलूकर प्रा0लि0

राजपाल त्यागी

190 जेनी एन0 विहार भाग दिल्ली-110092

आपाठनोकर/अन



0102 राजपाल त्यागी प्रतिनिधि आर0 के0 एस0 बिल्लकोन प्रा0लि0

बहमनीत त्यागी

220 आम नुवाही दिल्ली

आपाठनोकर/अन

Rajpal Tyagi



0103 राजपाल त्यागी प्रतिनिधि लोहस एन्टरप्राइजेज

बहमनीत त्यागी

के आई-0 कठिन-ए रा0 बाद

आपाठनोकर/अन

Rajpal Tyagi



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.

6. **Funding and Basis Sharing the Expenditure & Remuneration:**

a) It is decided that upto the Allotment of flat in the Project namely Officer City-1, 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

7. **Bank account/Validity**

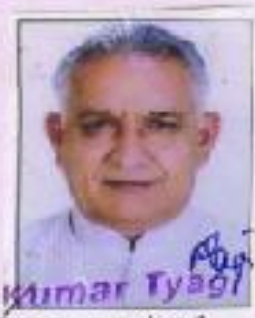
That bank account(s) may be opened in the name of the Lead Partner and the said account(s) would be operated under signature of Party 1st Part of the Consortium. That during the continuance of this Consortium the accounts of the Consortium shall be closed every year on 31st day of March.

For Proview Infrastructure Pvt. Ltd. *Rajesh Tyagi* *R. Tyagi*

Director

Director

Partner



Mukesh Kumar Tyagi
Advocate Ghazipur

Rajesh Tyagi

मनाह

Registration No.: 499

Year: 2016

Book No. 4

W1 राजेन्द्र त्यागी

पदमानन्द त्यागी

मकान नं० 382 त्यागी मार्केट जामुल विहार गा० बाद

आपात/नौकरी/अन्य

Rajendra



W2 राजे बहाम

रघुवीर सिंह

कुल्या नगर मेरठ रोड गा० बाद

आपात/नौकरी/अन्य

Raj Baham



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 10% of the total sale proceeds after deducted G.D.A Expenses, Brokerage & advertisement expenses to its other members i.e. party on the second part on the third part on account of sale proceeds of the land the cost of consortium is due after completion of 50% of structure of the project.

9. **Governing Law/Wavier**

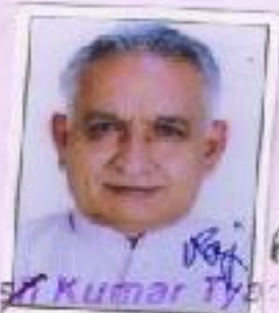
This Consortium Agreement shall in respect be constructed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the letter shall prevail. The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term shall not deemed to be waiver of any subsequent breach.

For Preview Infrastruc Pvt. Ltd.

Director

Director

Partner



Mukesh Kumar Tyagi
Anand Ghoshal

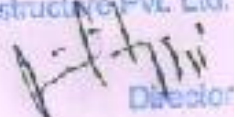
10. **Confidentiality/Term**

All the members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third part. All document 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.

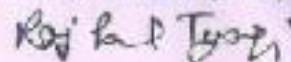
11. **Miscellaneous/Liability:-**

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.

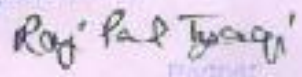
For Provius Infrastructure Pvt. Ltd.


Director

For RKS Buildcon (India) Pvt. Ltd.


Director

For LOTUS ENTERPRISES


Partner

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

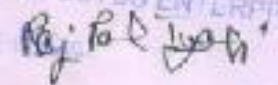
For Praveen Infrastructure Pvt. Ltd.



Director

For Lotus Enterprises

For LOTUS ENTERPRISES



Director

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IN WITNESS WHEREOF the members have executed this Consortium Agreement on this 4th day of Oct 2016 and have caused this consortium Agreement to be signed on their behalf in the manner set below:-

For M/s Proview Infrastructure (P) Ltd

Signatory Party of the First part

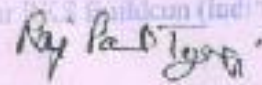
For Proview Infrastructure Pvt. Ltd.



Director

For R.K.S. Buildcon

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

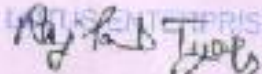


Director

Party of the Second Part

For Lotus Enterprises

Partner For LOTUS ENTERPRISES



Partner

Party of the Third Part



Mukesh Kumar Tyagi,
Advocate Ghaziabad



Mukesh Kumar Tyagi,
Advocate Ghaziabad



For Preview Infrastructure Pvt. Ltd.

9

For SKN Builders (India) Pvt. Ltd.

For LOTUS ENTERPRISES

Director

Rajendra Tyagi

Director

Rajendra Tyagi

Director

1. Mr. Rajendra Tyagi
S/o Lt. Parmanand Tyagi
R/o H.No-362, Tyagi Market
Jagartee Vihar Sector-23
Sanjay Nagar Ghaziabad
Ghaziabad
(Aadhaar No-8205 4304 6374)

Rajendra Tyagi

2. Mr. Radhey Shyam
S/o Mr. Raghbir Singh
R/o Krishna Nagar
Meerut Road Ghaziabad
(Voter I.D.No-FVX6022602)

✓

Dated : 07-10-2016 Drafted By: MUKESH KUMAR TYAGI
(ADVOCATE) Chamber No-94, Tehsil Compound Ghaziabad

Mukesh Kumar Tyagi
Advocate Ghaziabad

आज दिनांक

07/10/2016 को

बही सं.

4

जिल्द सं.

398

पृष्ठ सं.

237

से

258

पर क्रमांक

499

रजिस्ट्रीकृत किया गया।



रजिस्ट्रार ऑफिस के हस्ताक्षर

प्रभारी

उपनिबन्धक द्वितीय

गजिनयाद

7/10/2018