



उत्तर प्रदेश UTTAR PRADESH

AN 596869

CONSORTIUM AGREEMENT

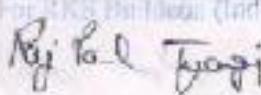
This Consortium Agreement is made at Ghaziabad on 7<sup>th</sup> day of Oct.2016 by and between:

**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.

  
Director

  
Rajpal Tyagi  
Director

1-23-36 Rajpal Tyagi

7 OCT 2016

उत्तमा... ३२ राष्ट्रपा विद्या की लिखित  
काम भाग्ये रहा इत्यावत्  
क्रमांकता का नाम क पूरा  
की यत्तराति/प्राप्ताति

Stay with me until the Lord comes (John 14:1)

हरिहरम सिंह लाल्य विक्रमा १८/२०२१  
१८/१०१६

लाइसेंस नं. ३१-३-२०

→ 19116

મારીએ રી પીલેખા

20,000.00  
नव रुपरुपी

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বাজার বা পরিকল্পনা যান

22

संग्रहीत करने अद्वितीय के हस्ताक्षर

## प्रभारी चुपनिवान्धक दिलीग

7/30/2015

लिप्यादन लेप्यादन याद सराने न समझाने न जाणने

卷之三

दी पुरीत व्यापी  
परिणीती पांच दक्ष-स्वरूप व प्राप्तिरूप  
पूर्व श्री वालपाल व्यापी  
पुरापर्णी श्री वेद व्यापारवीकरी/जना

श्री शनिवाल लक्ष्मी  
प्रतिनिधि आर० के० यस० विरुद्धकोन प्राप्तिग०  
पुत्र और दाहारजीत लक्ष्मी  
पुत्र/पत्नी श्री रोदा अध्यापक नौकरी/अध्या

Rajpal Tyagi

श्री राजपाल त्यागी  
परिवर्ती लोटस एन्टरप्राइज  
पुरुष श्री गणेशजीत त्यागी  
पुस्तकलाई श्री येषा व्यापार नेत्रकोशी अध्य

A small, round, green seedling with many fine roots is shown in a small, light-colored pot.

卷之三



# 2 #

**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 **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 Buildcon India Pvt. Ltd.

Director

For Lotus Enterprises

Partner

न विद्यालय संस्कार किया ।

निम्नलिखी पहली राजेन्द्र त्यागी  
परमानन्द लगामी

पेता व्यापार/नीकरी/आन्ध

निवासी भवन नं० ३६२ राजार्पी बालोक जामूलि लिहार गा० वार

प रामेश्वर  
रघुवीर सिंह

पेता लालापानीकर्मी

निवासी फूलानगर मेरठ रीव गा० वार

न को ।

प्राप्तिका भव साक्षितों के विज्ञान अनुसुन्दर विद्यालय किए गये हैं।

RKew



राजस्त्राकरण अधिकारी के हस्ताक्षर

प्रभारी  
उपनिवेशक वित्तीय  
गाजियाबाद  
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.

For RKS Building (Pvt) Ltd

Ray Carl Tjødt

## Director



Mukesh Kumar Tyagi  
Advocate Ghaziabad

Ray Paul Type

भागीकार

Registration No.: 496

Year: 2,016

Book No.: 4

0101 युनीत त्यागी प्रतिनिधि ट्रोल्यू इ-अनलॉक्वर प्राइवेट  
राजपाल त्यागी  
190 लैनी एन्ड विकास भाग दिल्ली-110032  
व्यापार नीकरी/व्यापार

*Yunit Tyagi*



0102 राजपाल त्यागी प्रतिनिधि आरडी के-० एस० विल्डकोन प्राइवेट  
राजपाल त्यागी  
220 शाह नुसारी दिल्ली  
व्यापार/व्यापार/व्यापार

*Rajpal Tyagi*



0103 राजपाल त्यागी प्रतिनिधि लौहस एन्टरप्राइजेज  
राजपाल त्यागी  
के-३ लाई-३ करिंग-१० नारू बाद  
व्यापार/व्यापार/व्यापार

*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

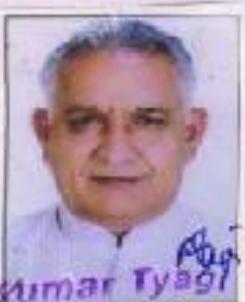
Director

Rajesh Tyagi

Director

Rajesh Tyagi

Director



Mukesh Kumar Tyagi  
Advocate Ghaziabad

*[Signature]*

गवाह

Registration No.: 499

Year: 2016

Book No. 4

W1 राजेन्द्र रायगी

परमामनद रायगी



मक्की नं ००२ रायगी नारेंद्र जागुले विहार २१० नाम  
ज्यापार/नीका/वक्त्य



W2 डॉ. रमेश

रमेश रिहा



दुल्हा नगर मेल २०५ नगर नाम  
ज्यापार/नीका/वक्त्य



**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 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 terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term shall not be deemed to be waiver of any subsequent breach.

For Proview Infrastructure Pvt. Ltd.



Director



Director

Partner



Mukesh Kumar Tyagi  
Advocate Ghaziabad



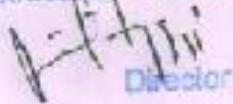
10. **Confidentiality/Term**

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 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 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 Utter Pradesh and as mutually agreed by the Consortium members.

11. **Miscellaneous/Liability:-**

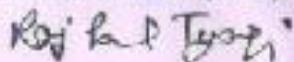
Nothing in this shall be construed providing for the sharing of the profit & loss arising out of the efforts of any of the members, except as may be provided for in any resultant sub-contract or consortium Agreement between the members. In no event shall the members of this Consortium Agreement have 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.

For Provier Infrastructure Pvt. Ltd.

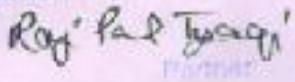


Director

For RKS Buildcon (India) Pvt. Ltd.



For LOTUS ENTERPRISES  
Director



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**

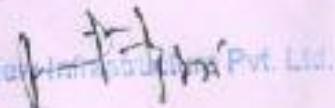
This Consortium Agreement Shall be terminated upon the arrival of the first of the following events:-

- 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 Provincham Consultancy Pvt. Ltd.



Director

For LOTUS ENTERPRISES  
For 'Raj Patel Jyoti' 'Raj Patel Jyoti'  
Director

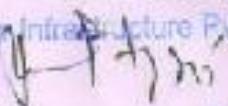
# 8 #

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.

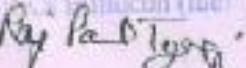


Director

For R.K.S. Buildcon

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

Director

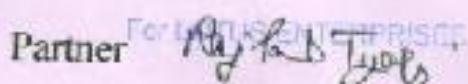


Director

Party of the Second Part

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 SCS Builders (India) Pvt. Ltd.

FOR LOTUS ENTERPRISES

Director

Rajendra Tyagi

Director

Rajendra Tyagi

Partner

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)

RJT

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  
बटी सं. 4 जिल्हा सं. 398  
पृष्ठ सं 237 से 258 पर कलांक 499  
रजिस्ट्रीर किया गया।



रजिस्ट्रीर करण अधिकारी के द्वारा दिया  
प्रभारी  
उपनिवन्धक द्वितीय  
गाजियाबाद  
7/10/2016