

2. **AZURE INFRATECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013 (CIN - U68100UP2024PTC200531), having its registered office at D-2/122, Vibhuti Khand, Gomti Nagar, Lucknow, U.P.-226010, through Shri Brij Bihari Lal, its Director (Hereinafter referred to as **"Consortium Member- 2/ Second Party"**), which expression shall, unless repugnant to the context or meaning thereof, include its nominees, successors, affiliates, legal representatives and assigns).

The First Party and Second Party shall individually be referred as a **"Party"** and collectively as the **"Parties"**.

WHEREAS THIS CONSORTIUM AGREEMENT IS WITNESS AS UNDER

1. That an E -Auction dated 31.1.2023 was conducted by the Uttar Pradesh Awas Evam Vikas Parishad, Lucknow, inter alia, for a commercial plot -11/Com-103 (Corner), admeasuring 831.60 Sq. Mtrs. (Eight Hundred Thirty One point Sixty Sq. Mt.) situated at, Vrindavan Yojna, Lucknow, U.P (**"Commercial Plot"**) and the First Party, being interested, put the highest bid per square meter (Rs. 84,126/- Per Sq. Mt.) aggregating to Rs. 6,99,59,182/- (Rupees Six Crore Ninety Nine Lakh Fifty Nine Thousand One Hundred Eighty Two only) inclusive of freehold charges, and applicable interest (**"Total Consideration"**), for the Commercial Plot, and, accordingly First Party was declared as the successful bidder.

2. That on payment of Rs. 69,66,811/- (Rupees Sixty Nine Lakh Sixty Six Thousand Eight Hundred Eleven Only) (**"Initial Allotment Amount"**) i.e. 10% amount of auctioned price of the Commercial Plot to Uttar Pradesh Awas Evam Vikas Parishad, Lucknow, the First Party was issued an allotment Letter No. 356/ ऋ० ऋ०/E -Auction/31/03/2023 /Part-1 dated 10.03.2023 (**"Allotment Letter"**) by Uttar Pradesh Awas Evam Vikas Parishad.

3. That the First Party, lacking the requisite expertise to construct a multi-storied commercial project, sought the assistance of an experienced party. After mutual discussions, the First Party proposed to the Second Party to become a co-owner/joint allottee of the Commercial Plot, undertake the payment of the outstanding amount along with applicable interest, and jointly develop the multi-storied commercial complex on the said Commercial Plot, with the understanding that the profits and losses arising therefrom shall be shared in a mutually agreed manner.

4. That the First Party and Second Party entered into a Joint Development Agreement dated 18.04.2024 (**"Joint Development Agreement"**) defining agreed terms and conditions, for development of commercial project on the Commercial Plot.

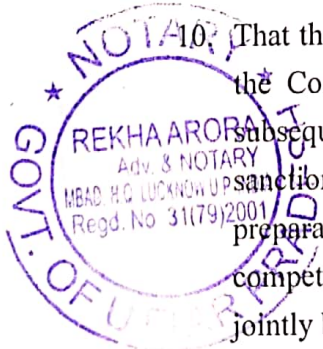
Azure Infratech Pvt. Ltd.

Director

5. That Second Party made further payment of Rs. 2,80,12,781/- (Rupees Two Crore Eighty Lakh Twelve Thousand Seven Hundred Eighty One only) in favour of the Uttar Pradesh Awas Evam Vikas Parishad, Lucknow. Therefore, an amount of Rs. 3,49,79,592/- (Rupees Three Crore Forty Nine Lakh Seventy Nine Thousand and Five Hundred Ninety Two Only) has been paid in favour of Uttar Pradesh Awas Evam Vikas Parishad, Lucknow towards the consideration of the Commercial Plot.
6. That the First Party and the Second Party became the co-owners of the Commercial Plot bearing No. 11/Com-103 (Corner), admeasuring 831.60 Sq. Mt. (Eight Hundred Thirty One and Point Sixty Square Meters) and situated at Vrindavan Yojna, Lucknow, Uttar Pradesh.
7. That Uttar Pradesh Awas Evam Vikas Parishad, Lucknow executed the Agreement to Sell/Lease Agreement dated 29.08.2024 in favour of First Party and the Second Party as the co-owners of the Commercial Plot and same is duly registered in the office of the Sub-Registrar (First), Lucknow (Bahi No.1, Jild No. 13326 Page 195 to 214, at Serial No. 21624 dated 02.09.2024).
8. That Smt. Shahjahan Khatoon and Azure Infratech Private Limited are presently the joint owners of Commercial Plot bearing No. 11/Com-103 (Corner), admeasuring 831.60 Sq. Mt. (Eight Hundred Thirty One and Point Sixty Square Meters) and situated at Vrindavan Yojna, Lucknow, Uttar Pradesh. The First Party and the Second Party are co-owners of the Commercial Plot and hold ownership in the ratio of 50:50.
9. That the total length of the Southern and Northern portions of the Commercial Plot are 21.60 meters each and total length of the Eastern and Western portions of the Commercial Plot are 38.50 meters each.

10. That the Second Party utilized their expertise in preparing the architectural drawings of the Commercial Project, which were prepared in consultation with First Party and subsequently submitted to the Uttar Pradesh Awas Evam Vikas Parishad, Lucknow for sanction and necessary legal compliances at the earliest. The expenses incurred in the preparation of the drawings, as well as in obtaining the requisite sanctions from the competent authorities—including all applicable charges and fees—have been borne jointly by the First Party and the Second Party.

11. That it was mutually agreed that the construction on the Commercial Plot shall be carried out by the First Party and the Second Party using their own resources. Both Parties shall be entitled to procure building materials, appoint labour contractors, supervisors, architects, consultants, engineers, and engage any other agency deemed necessary for the execution of the construction work.



Sworn & Verified before me.
 Rekha Arora
 Adv. & Notary
 MBAD, H.G. Lucknow
 Regd. No. 31(79)2001

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Azure Infratech Pvt. Ltd.

Director

12. That accordingly, the First Party and Second Party, based on the agreed terms between them, and permission granted by Uttar Pradesh Awas Evam Vikas Parishad, Lucknow, shall jointly developed a multi-storied commercial building (G+5 and Basement) on the Commercial Plot in accordance with the construction plan, as approved and sanctioned by competent authorities.
13. That the name of the multi storied commercial project developed on the Commercial Plot is Azure Shop One ("**Commercial Project/ Project**") and shall not be changed or altered by any third party involved in the process of construction to marketing of the Project or by the end buyers of the commercial unit(s) in the multi storied Commercial Project.
14. That none of the Parties shall cause or create any interference or obstruction in the peaceful carrying out of the construction and marketing works.
15. That it has been mutually agreed that neither the First Party nor the Second Party shall mortgage, charge, create a lien, or in any manner create any interest in favour of any third party or financial institution over the Commercial Plot or Project or any part thereof, whether for raising funds, obtaining loans for development, or for any other purpose. However, this restriction shall not apply to prospective purchasers of individual commercial spaces, who shall be entitled to mortgage their respective units for the purpose of availing loans, and the Parties shall execute such documents as may be reasonably required for the said purpose.
16. That the First Party and Second Party shall together execute the sale deeds/ lease deeds in favour of individual owners.
17. That Parties shall get electric, water connection and other utilities for construction purposes and shall be responsible to bear all the cost incurred therein.
18. That it has been agreed that any claim, outstanding, demands, litigations, attachment and or decree arises against Commercial Plot or Project, then none of the Parties shall be responsible to indemnify all the losses, damages etc. to each other.



19. That the First Party and Second Parties shall equally contribute (i.e., 50:50) in rights, title, interest, investment, and efforts towards the joint development and marketing of the Commercial Project.

Sworn & Verified before me

20. That no addition/alteration will be allowed to any of the prospective buyers/occupants that may affect the ambiance of the building either before or at the time of sale or at any time thereafter.

Rekha Arora
Adv. & Notary
Q. Lucknow (U.P.)
Regd. No. 31(79)2001

21. That it is clearly agreed and understood between the First Party and Second Party shall make all the endeavor for proper marketing of the Project so that only the best prospective buyers could purchase the commercial space in the proposed multi-storied commercial complex and the best yield is secured.

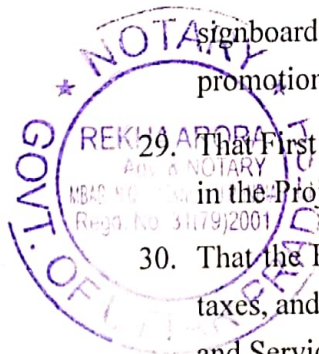
Azure Infotech Pvt. Ltd.

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22. That it has been further agreed that the First Party and Second Part shall make appropriate provision for the car/vehicles parking. The car parking space or any other similar space created for the common use shall be divided as per the ratio of Floor Space Index agreed upon between the First Party and the Second Party.
23. That the First Party and Second Party shall collectively bear the cost of installation of required plant and machinery on the Commercial Plot which are necessary for the owners of the commercial spaces in the Commercial Project like lift, transformer, gensets, etc. as per requirements of adequate capacity and quality.
24. That the First Party and Second Party shall at all-time be under an obligation to raise the construction over the Project as per the sanctioned plan but still if any deviation is detected, the same shall always be corrected/made good at the risk, cost and responsibility of the Party of the First Party and Second Party and the entire compounding charges, if any along with any other expenses shall be borne equally by the First Party and Second Party.
25. That the First Party and the Second Party shall jointly be entitled to receive the sale consideration, including any advance payments, for the commercial spaces, and shall have the right to issue allotment letters to individual buyers of such commercial spaces on their joint behalf.
26. That all the expenses, cost which might be incurred for completing the project shall solely, absolutely, and exclusively be borne by First Party and Second Party jointly.
27. That in case of any misshaping occurs during the construction of the proposed multi-storied commercial complex, then any liability arising out of the same shall be solely and absolutely taken care by First Party and Second Party jointly and all the compensations, damages, costs etc., if any payable, shall be incurred and borne by the by First Party and Second Party jointly.
28. That First Party and Second Party will have the right to advertise, display hoardings, signboards find, display or publicize the commercial spaces of the entire project for promotion and sales at its own costs and risks.

29. That First Party and Second Party may appoint underwriters to sell the commercial spaces in the Project.

30. That the First Party and the Second Party shall duly comply with all applicable duties, taxes, and statutory liabilities in relation to the Property, including those under the Goods and Services Tax Act, 2017.



Sworn & verified
before me.

RS

Rekha Arora
Adv. & Notary

Q. Lucknow (U.P.) India
No. 31(79)2001

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Azure Infratech Pvt. Ltd.
Director

31. That in the event of any dispute or difference arising between the parties in relation to the execution, interpretation, or any matter connected with this Agreement, the parties shall resolve the same through arbitration, by appointing arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The award given by the said arbitrators shall be final and binding upon the parties to this Agreement.
32. That it is further agreed that if any additional terms and conditions are mutually settled between the parties in future, the same shall be reduced to writing and shall be deemed to form an integral part of this Agreement.
33. That neither party shall have the right to unilaterally revoke or terminate this Consortium Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date mentioned above.

First Party/ Consortium Member-1

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Smt. Shahjahan Khatoon

Date: 24.05.2025

Place: Lucknow

Second Party/ Consortium Member-2

Azure Infratech Pvt. Ltd.

Director

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Brij Bihari Lal, Director

Azure Infratech Private Limited

Witnesses:-

सरविन्द तिवारी

वैष्णव कालोमी

विभाषा गण्ड लखनऊ

2. इमिल कुमार गुप्ता

..... इन्द्रिय नारायण लखनऊ



Sworn & Verified before me.

Rekha Arora
Adv. & Notary
Lucknow (U.P.) India
No. 31(79)2001

I identify that deponent/ executant/surety who has signed/put TL before me.