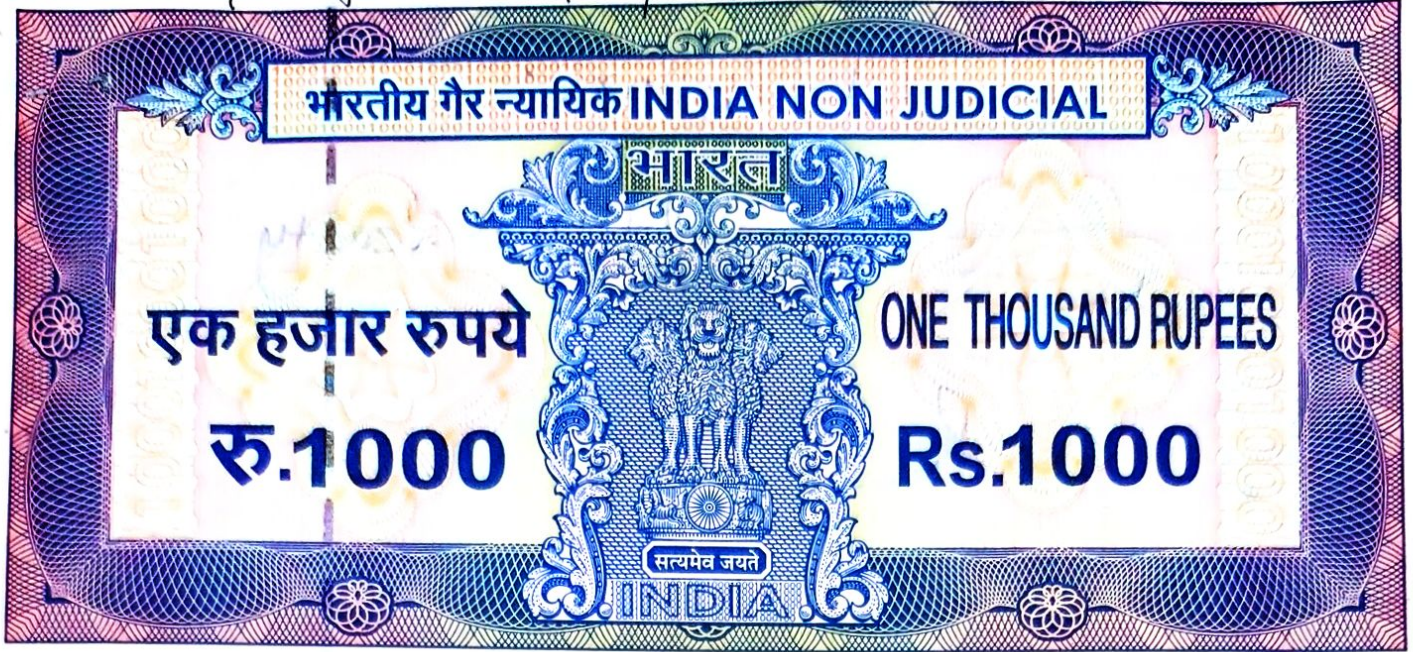


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144/2020



उत्तर प्रदेश UTTAR PRADESH



-1-



CONSORTIUM AGREEMENT

This Consortium Agreement is made and executed at Lucknow on this 16th day of April, 2025.

BETWEEN

1. **M/s Goldfinch Realty, (PAN-AAYFG5878L),** a Partnership Firm formed under the provisions of Partnership Act 1932 having its registered office at Unit

Goldfinch Realty
Prokush

Partner

OAKSIDE INFRACON LLP
Prokush

Partner



No. 301, Third Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow through its Partner Prakhar Singh son of Mr. Kapil Deo Singh presently residing at Phoolbagh Colony, Kursi Road, Lucknow (hereinafter referred to as the **"First Party/Lead Developer"**, which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, representatives, successors, subsidiaries and the permitted assigns) of the **First Part; AND**

2. **M/s Oakside Infracon LLP, (PAN-AAIFO8554D)**, a Limited Liability Partnership having its registered office at Unit No. 705-708, Seventh Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow through its Partner Prakhar Singh son of Mr. Kapil Deo Singh (hereinafter referred to as the **"Member"**, which expression unless to the context or meaning thereof, be deemed to include its nominees, representatives, successors, subsidiaries and the permitted assigns) of the **Second Part, AND**

Party No. 1 is a Lead Developer and Party No. 2 is hereinafter referred to as CONSORTIUM MEMBER which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns.

WHEREAS, with the mutual consent of the parties, Previous Land Owners i. M/s Attidutta City Homes Development Pvt. Ltd., ii. M/s Indali City Homes Pvt. Ltd., iii. M/s. Magan Devp. & Reality Pvt. Ltd., iv. M/s Mahesh Devp. & Finance Pvt. Ltd., v. M/s. Madhuri Reality & Leasing Pvt. Ltd., vi. M/s. Mahaavaja Reality and Leasing Pvt. Ltd., (hereinafter referred to as the **"Previous Landowners"**) have transferred their land involved in Project through two registered sale deeds dated 06.04.2024 in favour of Lead developer and Consortium Member and same are duly registered in the office of Sub-Registrar, Bakshi Ka Talab, Lucknow.

Goldfinch Realty

P. K. Singh

Partner

OAKSIDE INFRACON LLP

P. K. Singh

Partner

AND WHEREAS, the Lead developer and Consortium Member became owners through sale deed and has replaced the previous land owners as transferee, from earlier arrangement.

WHEREAS all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium with the object of development of the Project situated at Village-Allunagar, Pargana, Tehsil and District-Lucknow and Village-Narharpur, Pargana-Lucknow and Tehsil-Bakshi Ka Talab, Lucknow.

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

1. LEAD MEMBER:

- 1.1 Consortium member mutually decided to appoint **M/s Goldfinch Realty**, as Private Developer and Lead Member and authorized it to work, take decisions, handle financial inflow and outflow or otherwise as a sole entity, in the interest of all the members.

2. Aim and Scope of Consortium Agreement:

- 2.1 The sole aim of this Consortium Agreement is for the development of the real estate project in abovementioned Villages.
- 2.2 The Lead Member shall be absolutely authorized by the Consortium Members to submit applications, representation and declarations on their behalf before concerned authorities for taking approvals, carrying out development and completion of the Said Land/Project. Lead member is also authorized to make any arrangement/agreement with any third party for construction/development of the project.
- 2.3 The Lead Member shall be responsible to obtain from government authorities/departments all permissions, no-objections and sanctions of

Goldfinch Realty

Partner

OAKSIDE INFRACON LLP

Partner

building plan, layout plans, revised layout plans required for development and completion of the Project as well as revised plans for development/construction.

- 2.4 The Lead Member shall deal with all government authorities for obtaining requisite permissions, approvals, sanctions etc. for the commencement, and completion of the Said Project.
- 2.5 The Lead Member shall be responsible for making payments for all fees, charges, costs and expenses in connection with the Project.
- 2.6 All the liability of obtaining the necessary permissions, sanctions and licenses for developing the Project including Residential, commercial & institutional development etc. on the Project Land shall be on the Lead member at its own cost. In case of any claim/suit, consumer complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers in any court including but not limited in UPRERA, the all-consortium members including Lead Member shall be liable and responsible for the same.

3. Project Management Structure and Rules of the Members:

M/s Goldfinch Realty, Consortium shall act as a Private Developer as per the definition of Lucknow Development Authority and arrange for Land and finances for the project.

4. COORDINATOR

- 4.1 The members hereby understand and agree that 'Lead Member' shall be the point of contact for the purpose of the Project. It is hereby agreed by the members that for the purpose of the agreement, Lead Member, M/s Goldfinch Realty has been appointed as Lead member. The Lead member

[Signature]
Goldfinch Realty

Partner

[Signature]
OAKSIDE INFRACON LLP

Partner

shall be specifically authorized by the members to make representations and declarations on their behalf.

- 4.2 For the purpose of this Agreement, the Lead Member shall be the single point of contact for the concerned Authority and shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this Agreement.
- 4.3 All instructions/communications from the Authority to the Lead member shall be deemed to have been duly provided to all the members of the Consortium.
- 4.4 For the avoidance of doubt, it is hereby clarified that the all Members of the Consortium shall be held individually responsible and liable for any defect in right, title or interest in the project land related to them unless and until they transferred their land in favour of Lead Member or its nominee.
- 4.5 The lead member shall act as a private developer and it is clarified that no land has been transferred by this consortium agreement. That all parties shall be jointly responsible for all the compliances related to Real Estate (Regulation and Development) Act 2016.
- 4.6 That the lead member shall sign, execute, enter into, determine, negotiate, finalize, modify the terms and conditions of the booking/ application form, allotment letter, and agreement with the buyer(s), conveyance deeds in the project including deciding terms related to the consequences of delay, levy of interest, waiving off of interest,

Goldfinch Realty
Prakash
Partner

OAKSIDE INFRACON LLP

Prakash
Partner

cancellation of booking, re-allotment of units upon cancellation etc. The other members will join the hands in agreements/deeds under the applicable law for successful execution of the transactions.

- 4.7 The lead member shall have right to accept inquires/bookings of the units to be developed in the entire project including area falling in the portion of the other consortium members. All the bookings made in the project shall be presumed as accepted & agreed by other consortium members also. The lead member shall be entitled to advertise this project by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement as deemed fit, on the said land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site after registration of the said project under RERA.
- 4.8 That all parties shall be jointly responsible for all the compliances related to Real Estate (Regulation and Development) Act 2016.
- 4.9 In the event of any shortfall in project financing the Lead Member shall be authorized to raise loans from financial institutions or banks to ensure the smooth construction and development of the project. For this purpose, the Lead Member may mortgage the assets or properties of all Consortium Member, and the Consortium Members explicitly consent to such actions. Furthermore, the Lead Member shall have exclusive authority to execute such mortgages through his sole signature, binding all Consortium Members.

Goldfinch Realty
Prakash

Partner

OAKSIDE INFRACON LLP
Prakash

Partner

5. Funding and Basis of Sharing the Expenditure and Remuneration:

- 5.1 Up to the Allotment of the Project in the name of Consortium, all cost relating to the Project shall be borne by the **M/s Goldfinch Realty Consortium**.
- 5.2 The **M/s Goldfinch Realty**, shall have all the powers to raise loans from the Financial Institution/ Banks by depositing title deeds of consortium member and execute mortgage deed by its signature for the project and any shortfall in the financing of the Project, shall be contributed by the consortium members in the ratio of their shareholding. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium members. Consortium members have no objection in mortgaging their title deeds before any Financial Institution/ Banks.
- 5.3 Upon completion of the Project any profit and loss shall be shared by the **M/s Goldfinch Realty, Consortium Members** in ratio of their shareholding.

6. GENERAL TERMS AND CONDITIONS:

- 6.1 **GOVERNING LAW:** 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 later shall prevail.
- 6.2 **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God, and Government action. In the event of force majeure, the members of the **Consortium Agreement** undertake to consult each other.

Goldfinch Realty
Partner

OAKSIDE INFRACON LLP
Partner

- 6.3 **SETTLEMENT OF DISPUTES:** All members agree to settle amicably 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 be binding.
- 6.4 **WAIVER:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 6.5 **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises. Terms, conditions 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 to writing and signed by them or their duly authorized representatives as amendment of this Consortium Agreement. This Consortium Agreement also supersedes all previous communications and other consortium agreement between the members written or oral for this project. Any supplementary agreement, MOU or any other document executed between lead member and consortium member, shall be treated as part and parcel of this registered consortium agreement.
- 6.6 **CONFIDENTIALITY:** All 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 this project, shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the Government of Uttar Pradesh.

OAKSIDE INFRACON LLP

Prabhu
Partner

Goldfinch Realty
Partner

Partner



कमीशन पुष्टि विलेख - धारा-52

आवेदन सं०: 202500821029332

भागीदारी विलेख

बही सं०: 4

रजिस्ट्रेशन सं०: 144

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 60 योग : 560

प्रार्थना पत्र कमीशन दिनांक द्वारा
श्री, गोल्डफिच रियल्टी द्वारा पार्टनर द्वारा प्रखर सिंह अधिकृत
पदाधिकारी/ प्रतिनिधि
के क्रम में
मे उप निबंधक : कामना राय
जनपद : सदर तृतीय लखनऊ



श्री, गोल्डफिच रियल्टी द्वारा पार्टनर द्वारा
प्रखर सिंह अधिकृत पदाधिकारी/ प्रतिनिधि
पुत्र श्री कपिल देव सिंह
व्यवसाय : व्यापार
निवासी : यूनिट नं०-301 एलडि को कॉर्पोरेट टॉवर, विभूति खण्ड,
गोमती नगर लखनऊ हाल पता-कुर्सी रोड लखनऊ
श्री, गोल्डफिच रियल्टी द्वारा प्रखर सिंह अधिकृत पदाधिकारी/
पार्टनर द्वारा प्रतिनिधि
पर उपस्थित हुआ। उक्त श्री गोल्डफिच रियल्टी द्वारा पार्टनर द्वारा प्रखर सिंह अधिकृत पदाधिकारी/ प्रतिनिधि
द्वारा यह लेखपत्र निबंधन हेतु मेरे समक्ष
समय 16/04/2025 एवं 05:25:02 PM बजे उक्त निवास/अन्य स्थान पर प्रस्तुत किया गया।

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर



कामना राय
उप निबंधक : सदर तृतीय
लखनऊ

16/04/2025

निबंधक लिपिक
यमिता . सिंह

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

6.8 **MODIFICATION AMENDMENT:** The terms and conditions of this Consortium Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

VALIDITY:

6.9 (i) **TERMINATION OF CONSORTIUM AGREEMENT:**

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

- Rejection of our proposal by the Government of Uttar Pradesh or any other authority.
- Upon Completion of the Project.

(ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project.

6.10 **MISCELLANEOUS/ LIABILITY:**

Nothing in this shall be construed providing for the sharing of Profit & Losses 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 nor 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 of the termination of this Consortium Agreement, to other members of this Consortium Agreement. No party shall be liable to the other party/ members for any indirect, incidental, special or consequential damages however caused, whether as a consequence of the negligence of the one member or otherwise.

Goldfinch Realty

Prakash

Partner

OAKSIDE INFRACON LLP

Prakash

Partner



आवेदन सं०: 202500821029332

बही सं०: 4

रजिस्ट्रेशन सं०: 144

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

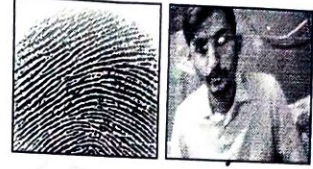
भागीदार: 1

श्री गोल्डफिच रियल्टी द्वारा पार्टनर के द्वारा प्रखर सिंह, पुत्र श्री कपिल देव सिंह

निवासी: यूनिट नं०-301 एल्लिको कॉर्पोरेट टॉवर, विभूति खण्ड, गोमती नगर लखनऊ
हाल पता-कुर्सी रोड लखनऊ

व्यवसाय: व्यापार

भागीदार: 2



श्री ओकसाइड इन्फ्राकॉन एलएलपी द्वारा पार्टनर के द्वारा प्रखर सिंह, पुत्र श्री कपिल देव सिंह

निवासी: यूनिट नं०-705-708 सातवीं मंजिल, एल्लिको कॉर्पोरेट टॉवर, विभूति खण्ड, गोमती नगर लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री नंद किशोर, पुत्र श्री श्रीराम

निवासी: फ्लैट नं०-603, टावर-ट्यूलिप्र-डी, ओमेक्स, रेजीडेंसी, गोमती नगर एक्सटेंशन लखनऊ

व्यवसाय: व्यापार

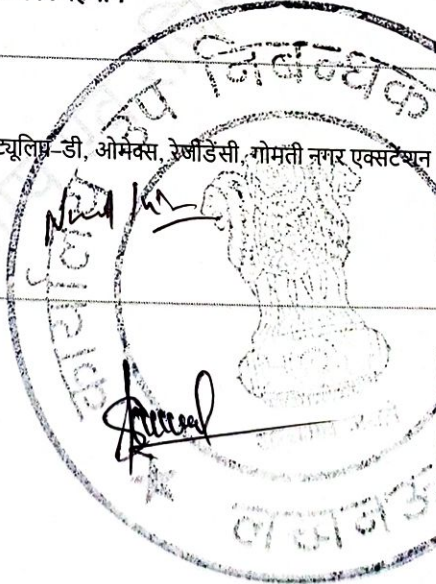
पहचानकर्ता: 2



श्री धनंजय सिंह, एडवोकेट

निवासी: सिविल कोर्ट, लखनऊ

व्यवसाय: वकालत



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कामना राय

उप निबंधक: सदर तृतीय
लखनऊ

16/04/2025

बबिता. सिंह

निबंधक लिपिक लखनऊ

16/04/2025

IN WITNESS WHEREOF the Lead Member and Member have executed this **Consortium Agreement** on this 16th day of April 2025 at Lucknow and have caused this **Consortium Agreement** to be signed with their thumb impression in the manner set out below.

Lead Member	
Goldfinch Realty <i>Prashant</i> Partner	
Consortium Member	
OAKSIDE INFRACON LLP <i>Prashant</i> Partner	



WITNESSES:-

1. *Nand Kishore*
Nand Kishore
Son of Sriram
R/o Flat No. 603, Tower-Tulip-D,
6th Floor, Omaxe Residency,
Gomti Nagar Extension, Lucknow



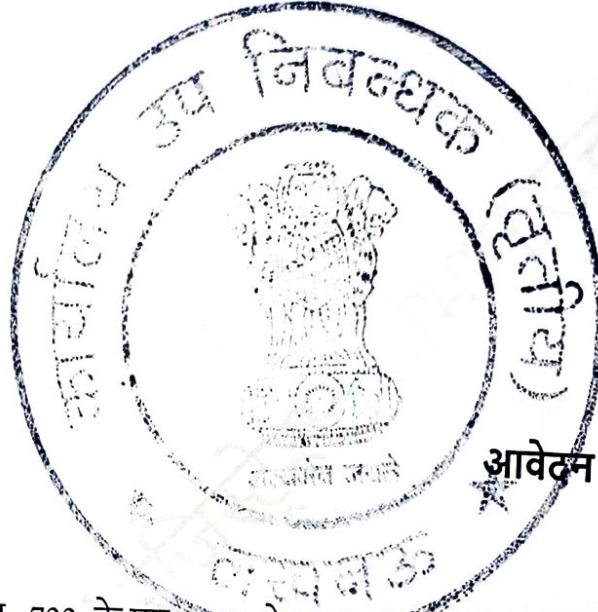
2. *Dhananjay Singh*
Dhananjay Singh
Advocate
Civil Court, Lucknow

Typed By;

Monu
(Monu)

Drafted By;

Dhananjay Singh
(Dhananjay Singh)
Advocate
Civil Court Lucknow



आवेदन सं०: 202500821029332

बही संख्या 4 जिल्द संख्या 733 के पृष्ठ 327 से 346 तक
क्रमांक 144 पर दिनांक 16/04/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कामना राय .

उप निबंधक : सदर तृतीय

लखनऊ

16/04/2025