



INDIA NON JUDICIAL

Government of Uttar Pradesh

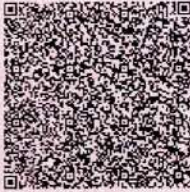


IN-UP79796762184674X

e-Stamp

SUSHIL KUMAR SHARMA
Stamp Verifier
Licence No. 249
E-Stamping ACC Id - 514241704
Tehsil Sadar Dist. Agra

123/26 : IN-UP79796762184674X
Certificate issued Date : 06-Oct-2025 02:27 PM
Account Reference : NEWIMPACC (SV)/ up14241704/ AGRA SADAR/ UP-AGR
Unique Doc. Reference : SUBIN-UPUP1424170456875399224722X
Purchased by : MADAN LAL SHARMA SON OF LATE SHAMBHU NATH SHARMA
Description of Document : Article 46 Patnership
Property Description : FOR PARTNERSHIP DEED
Consideration Price (Rs.) :
First Party : ZARAKUNITED PRIVATE LIMITED
Second Party : MADAN LAL SHARMA SON OF LATE SHAMBHU NATH SHARMA
Stamp Duty Paid By : MADAN LAL SHARMA SON OF LATE SHAMBHU NATH SHARMA
Stamp Duty Amount(Rs.) : 750
(Seven Hundred And Fifty only)



Please write or type below this line

ZARAKUNITED PRIVATE LIMITED

Narain Gupta
DIRECTOR



ZARAKUNITED PRIVATE LIMITED

Antim Agarwal
DIRECTOR

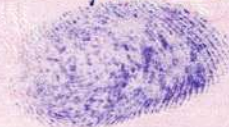


ZARAKUNITED PRIVATE LIMITED

Danyz
DIRECTOR



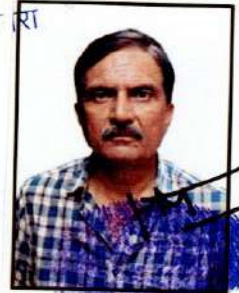
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PF 0005505858

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.



(E-STAMP CERTIFICATE NO IN-UP79796762184674X DATE 06-10-2025)

CONSORTIUM AGREEMENT

This CONSORTIUM AGREEMENT (IN Short "Agreement") is entered on this day of 12/06/ 2025

AMONGST

1. **ZARAKUNITED PRIVATE LIMITED {CIN : U68100UP2024PTC203842}** a private limited Company registered under the Companies Act, 2013 having it's registered office at Office 307B 3th Floor Business Square Sanjay Place Agra Uttar Pradesh - 282002 having following as directors

- I) Mr. Navin Kumar Gupta S/o Ram Chandra Gupta R/o Hotel Roopam Paha Kalan UP- 262902
- II) Mrs. Antim Agarwal W/ o Navin Kumar Gupta R/o The Indian Academy School Paha Kalan UP
- III) Ms. Tanya Agarwal D/o Navin Kumar Gupta R/o Hotel Roopam Paha Kalan UP- 262902

(herein referred as "Lead Member") which expression shall unless repugnant to the context or meaning thereof includes its successors, liquidators and assigns of one part. (PAN - AACCZ4106H)

AND

2. **Mr. MADAN LAL SHARMA** S/o Late Shambhu Nath Sharma R/o Guru Govind Nagar Rajpur Chungi Agra - Uttar Pradesh 282001 which expression shall unless repugnant to the context or meaning thereof includes its successors, liquidators and assigns of one part. (PAN - AVQPS705 IN) hereafter referred as "Consortium Member" which expressions shall unless repugnant to the context or meaning thereof be deemed to include its/his/ her/ their legal heirs, successor-in-interest, successor, legal representatives and permitted assigns.

ZARAKUNITED PRIVATE LIMITED

Navin Gupta
DIRECTOR

ZARAKUNITED PRIVATE LIMITED

Antim Agarwal
DIRECTOR

ZARAKUNITED PRIVATE LIMITED

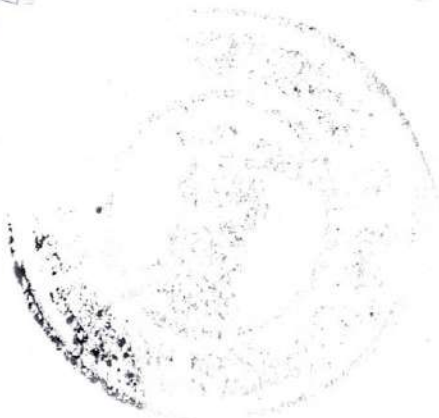
Tanya Agarwal
DIRECTOR



2151



2151



(The Lead Member and the Consortium member are hereinafter referred as "Parties" and individually as "Party")

(Above said Consortium called as **SAPPHIRE COMPLEX CONSORTIUM**)

WHEREAS

- A. Madan Lal Sharma is the Second Party or the Consortium Member are owner and in position of portion of Land measuring for the development (here "said Land") at Part of Plot Khasra No. 433/2 Mauza Rajpur Agra Uttar Pradesh - 282001
- B. ZarakUnited Private Limited is the First Party or the Lead Member is Owner and in position of portion of Land, intend to develop commercial complex society on the said Land (herein "Project") in accordance with the provisions of policy Framed by the concerned authorities as amended from time to time in this regard.
- C. The parties have agreed to join hands in the form of consortium to provide the financial, technical, managerial and other services for the project on the following terms and conditions:-

Now, Therefore, This Agreement Witnesses as Follows:

In consideration of the mutual covenants of the Parties, the Parties, the sufficiency whereof is hereby acknowledges and other good valuable consideration. The parties have agreed as follows.

1. LEAD MEMBER:

1. The consortium member has mutually decided to appoint **"ZarakUnited Private Limited"** as a Private Developer and the Lead Member to Develop.

2. AIM AND SCOPE OF CONSORTIUM AGREEMENT:

1. The purpose of this agreement is to specify the responsibilities of the parties towards the execution of the Project including land assembly, preparation of detailed project report, securing of clearance/ approvals, execution and completion of development works/ construction works, maintenance of services and management and disposal of properties and to set out further rights and obligations of the Parties supplementing but not conflicting with those Present in the Agreement.
2. The Lead Member shall be absolutely authorized by the Consortium Member to make representations and declarations on their behalf before concerned authorities for carrying out development and completion of the project.

ZARAKUNITED PRIVATE LIMITED ZARAKUNITED PRIVATE LIMITED ZARAKUNITED PRIVATE LIMITED

Narain Gupta
DIRECTOR

Antim Agarwal
DIRECTOR

IM
DIRECTOR

Ray
DIRECTOR





आवेदन सं०: 202500766069685

भागीदारी विलेख

वही सं०: 4

रजिस्ट्रेशन सं०: 123

वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 750 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री जराक यूनाइटेड प्राइवेट लिमिटेड द्वारा
नवीन कुमार गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राम चन्द्र गुप्ता
व्यवसाय : अन्य
निवासी: होटल रूपम पिलिया कलां यू पी

Naveen Gupta



श्री, जराक यूनाइटेड प्राइवेट लिमिटेड द्वारा

नवीन कुमार गुप्ता अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
08/10/2025 एवं 11:55:18 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Ram Kant Sharma
रमाकान्त शर्मा प्र०
उप निबंधक सदर द्वितीय
आगरा
08/10/2025

रमा कान्त शर्मा
निबंधक लिपिक
08/10/2025

3. The First Party of the Consortium Member shall be responsible to obtain from government authorities/ department all permissions, no-objections and sanctions of layout plans, revised layout plans required for development and completion of the project as well as building plans/ revised building plans for construction.
4. The First party of the Consortium Member shall deal with all government authorities for obtaining requisite permissions, approval, sanctions etc for commencement and completion of the project.
5. The First party of the Lead Member shall be responsible to make payment for all fees, charges, cost and expenses incurred in connection with the development, marketing and construction of the project.
6. The Lead Member shall be absolutely authorized to develop/allot/book the properties of the project. All the bookings made in the project shall be presumed as accepted and agreed by other Consortium Members also.
7. The parties shall use reasonable efforts to perform and fulfil, promptly, actively and on time all of the obligations under this agreement.

3. PROJECT MANAGEMENT STRUCTURE:

1. The Lead Member shall act as a Private Developer. It is Clarified that no Land is being transferred by this Consortium Agreement.

4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNATION:

1. All cost Expenses fees, charges, cost of raw material relating to the development of the project shall be borne by the lead member.
2. The Lead Member Shall Not be entitled to raise loans from the financial institutions/ Banks by depositing title deeds of the land owned by the consortium Member.
3. The Lead Member shall be entitled 80% of the Gross Revenue of the Project annually and the other member shall be entitled for remaining 20%. The Term gross revenue for this purpose of this clause shall mean revenue as shown in Financials of the Lead Member.
4. FUNDING AND BASIS OF SHARING THE EXPENDITURE AND REMUNERATION:
 - a) All cost/expenses/fee/charges relating to the project shall be borne by the Lead Member.
 - b) The parties hereby agree that except entitlement of gross revenue [Define above], the Consortium Members shall not have any entitlement of any nature, whatsoever in the said Land and/or Project.

ZARAKUNITED PRIVATE LIMITED

Namir Gupta
DIRECTOR



ZARAKUNITED PRIVATE LIMITED

Antoni Ageraud
DIRECTOR



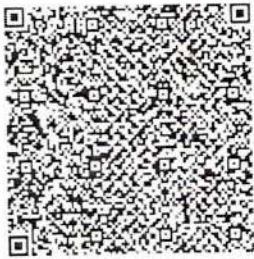
ZARAKUNITED PRIVATE LIMITED

Danyer
DIRECTOR



IM. E





आवेदन सं०: 202500766069685

बही सं०: 4

रजिस्ट्रेशन सं०: 123

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
भागीदार: 1

श्री जराक यूनाइटेड प्राइवेट लिमिटेड के द्वारा ZARAKUNITED PRIVATE
नवीन कुमार गुप्ता, LIMITED

पुत्र श्री राम चन्द्र गुप्ता

निवासी: होटल रूपम पलिया कलां यू पी

व्यवसाय: अन्य

भागीदार: 2

Naresh Gupta



श्रीमती जराक यूनाइटेड प्राइवेट लिमिटेड के द्वारा अंतिम अग्रवाल, ZARAKUNITED PRIVATE
LIMITED

पत्नी श्री नवीन कुमार गुप्ता

निवासी: दि इण्डियन अकेडमी स्कूल पलिया कलां यू पी

व्यवसाय: अन्य

भागीदार: 3

Antim Agarwal



कुमारी जराक यूनाइटेड प्राइवेट लिमिटेड के द्वारा तान्या अग्रवाल, ZARAKUNITED PRIVATE
LIMITED

पुत्री श्री नवीन कुमार गुप्ता

निवासी: होटल रूपम पलिया कलां यू पी

व्यवसाय: अन्य

भागीदार: 4

Tanya



श्री मदन लाल शर्मा,

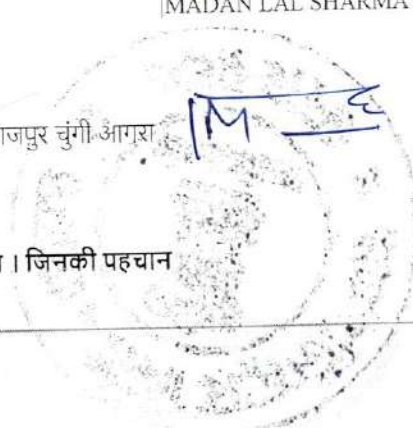
MADAN LAL SHARMA

पुत्र श्री स्व० शम्भू नाथ शर्मा

निवासी: गुरु गोविन्द नगर राजपुर चुंगी-आगरा

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1



✓

5. GENERAL TERMS AND CONDITIONS:

1. MISCELLANEOUS

- a. The Lead Member shall be absolutely entitled to (i) decide the method and/ or manner of carrying out development/ construction and completion of the Project or matters incidental thereto and (ii) to dispose of the properties of the Project at such price, terms and conditions as it deemed fit and proper.
 - b. The Consortium Member shall sign all documents as may be required by the Lead Member time to time without any objection, thereby authorizing Lead Member to (i) develop/ construct and complete the Project.
 - c. The Consortium Member, hereby agrees and undertakes to indemnify and hold harmless the Lead Member and its partners, officers and employees from and against and pay and make good the monetary value of, any and all losses incurred or suffered by Lead Member directly arising out of, relating to or resulting from:
 - i. breach of any representations and warranties contained in the Agreement or
 - ii. breach of any provision of this Agreement
 - d. Any provision of this agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions thereof
 - e. The Parties hereby understand and agree that each Party shall be individually liable to meet out their obligations pertaining to the taxes as maybe attracted on the present understanding.
 - f. The Consortium Members shall sign all documents as may be required by the Lead Member time to time without any objection thereby authorizing Lead Member to (i) develop/ construct and complete the Project, (ii) allot/ book the sanctioned properties of the Project (iii) to open and manage the RERA bank accounts.
2. GOVERNING LAW: This Agreement shall in respect be construed in accordance with the Laws of Bharat, as amended from time to time and in the event of conflict between the provisions of this Agreement and the said laws the later shall prevail.
3. FORCE MAJEUR: None of the Parties shall be held in default in the performance of the obligation under this Agreement, in such circumstances of force majeure, that is to say,

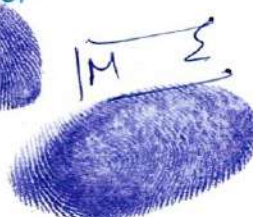
ZARAKUNITED PRIVATE LIMITED ZARAKUNITED PRIVATE LIMITED

ZARAKUNITED PRIVATE LIMITED

Narain Gupta
DIRECTOR

Arjun Agarwal
DIRECTOR

Danyz
DIRECTOR





श्री राजू, पुत्र श्री स्व० गोकुल चन्द

निवासी: रूई की मण्डी शाहगंज आगरा

व्यवसाय: अन्य

पहचानकर्ता : 2

राजू



श्री सुनिल कुमार, पुत्र श्री राम सनेही

निवासी: नगला देवजीत मोती महल आगरा

व्यवसाय: अन्य

सुनिल



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रमाकान्त शर्मा प्र०

उप निबंधक : सदर द्वितीय
आगरा

08/10/2025

रमा कान्त शर्मा
निबंधक लिपिक आगरा
08/10/2025

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



circumstances shall include, but without any limitation to war, civil commotion, riots, Act of God, reason beyond control, Lockdowns, pandemics, epidemics, Government actions etc. In the event of force majeure, the Parties of the Agreement undertake to consult each other.

4. **SETTLEMENT OF DISPUTES:** All parties agreed to settle amicably all disputes arising out of or concerning this Agreement. In the event of the Parties, failing to amicably resolve any dispute in the following manner, the matter shall be referred to the arbitrator to be decided mutually whose decision shall be binding.

5. **WAIVER:** The waiver of any Party of any breach of any terms of this Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.

6. **TOTALITY:** This agreement embodies the entire understanding of the member 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 Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representative as amendment to this Agreement. This Agreement also supersedes all previous communications and other agreement between the Parties for the Project. The Agreement shall be valid and enforceable till the completion of the Project.

7. **CONFIDENTIALITY:** All member shall be under obligation not to disclose any information of terms of this Agreement to any third party. All documents and information exchanged between the Parties for the purpose of the Project shall be treated as strictly confidential by the other member and shall not be shared to any other outside agency except the concerned Development Authority & Government of Uttar Pradesh.

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

9. **DURATION OF CONSORTIUM AGREEMENT:** This Agreement is irrevocable in nature, however same shall stand concluded upon completion of the Project and handing over of the same to the association of allottee/s of the Project and/or concerned authorities, as the case may be.

10. **LIABILITY:** The Parties hereby understand and agree that each Party shall be individually liable for any default with regard to the deliverables of its/his/ her part under the terms and conditions of this Agreement.

ZARAKUNITED PRIVATE LIMITED

Narain Gupta

DIRECTOR



ZARAKUNITED PRIVATE LIMITED

Artem Agnew

DIRECTOR



ZARAKUNITED PRIVATE LIMITED

Pargya

DIRECTOR



IN

IN WITNESS WHERE OF the Lead Member and consortium Member have executed this Agreement this at Agra.

ZARAKUNITED PRIVATE LIMITED

Naim Gpke
DIRECTOR



ZARAKUNITED PRIVATE LIMITED

Antoni Agarwal
DIRECTOR



ZARAKUNITED PRIVATE LIMITED

Days
DIRECTOR



WITNESS:- Raju S/o Late Gokul Chaud R/o Rui ki Mahali, Shahganj, Agra.

Raju



WITNESS:- Sunil Kumar S/o Sri Ram Sanehi R/o Nagla Devjit, Moti Mahal, Agra.

Sunil




मोहन तिवारी
प्रडवोकेट
सदर नहरील, आगरा



आवेदन सं०: 202500766069685

बही संख्या 4 जिल्द संख्या 760 के पृष्ठ 287 से 300 तक क्रमांक
123 पर दिनांक 08/10/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


रमाकान्त शर्मा प्र०
उप निबंधक : सदर द्वितीय
आगरा
08/10/2025

