

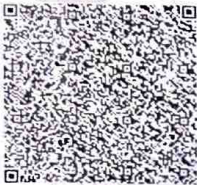


Government of Uttar Pradesh

e-Stamp

15-12

Certificate No. : IN-UP62627224569217Y
 Certificate Issued Date : 21-Jan-2026 11:58 AM
 Account Reference : NEWIMPACC (SV)/ up14320604/ BEHAT/ UP-SHR
 Unique Doc. Reference : SUBIN-UPUP1432060421349782761637Y
 Purchased by : LUMORA ESTATES PRIVATE LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : LUMORA ESTATES PRIVATE LIMITED
 Second Party : PRAVEEN GUPTA AND HIMANSHU TYAGI
 Stamp Duty Paid By : LUMORA ESTATES PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 1,000
 (One Thousand only)



Rizwan Ahmad
Advocate
Behat (SRE)



Rizwan Ahmad
Advocate
Behat (SRE)



Rizwan Ahmad
Advocate
Behat (SRE)

For LUMORA ESTATES PRIVATE LIMITED

Himanshu Tyagi

Himanshu Tyagi

[Signature]



PF 0031483606

1. The validity of this Stamp Certificate shall be subject to the conditions of Stamp Certificate and of Block Holding
 2. The validity of this Stamp Certificate shall be subject to the conditions of Stamp Certificate and of Block Holding
 3. The validity of this Stamp Certificate shall be subject to the conditions of Stamp Certificate and of Block Holding

CONSORTIUM AGREEMENT

This Consortium Agreement (hereinafter referred to as the "This Agreement") is made and entered into on this _____ day of January, 2026 by and among:

M/s. **Lumora Estates Pvt. Ltd** (PAN No. AAGCL0654A) a Company duly incorporated and registered under the provisions of the Companies Act, 1956 having its registered office situated at **8th Floor, KR Signature Tower, Sector 135, Noida, Uttar Pradesh** represented by its Authorised signatory Mr. Himanshu Tyagi S/o Sh. Manoj Tyagi. having Adhaar no. 561371999362. duly authorized by Board resolution dated 19-05-2025, hereinafter referred to as, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in business and permitted assigns.

AND

Mr. Praveen Gupta (Pan No. BDWPG2530B) S/o Virender Gupta R/o, Flat no 101, 1st floor, Tower-Catania, Mahagun Mezzaria, Sector 78, Noida, PO: Noida, DIST: Gautam Buddha Nagar, Uttar Pradesh - 201301, hereinafter referred to as which expression shall unless repugnant to the context or meaning thereof include his administrators, legal heirs, executors and permitted assigns;

AND

Mr. Himanshu Tyagi (Pan No. AVNPT7586Q) S/o Manoj Tyagi R/o Flat No 302 Tower C, County 107, Sector 107, Noida, PO: Noida, DIST: Gautam Buddha Nagar, Uttar Pradesh - 201301, hereinafter referred to as which expression shall unless repugnant to the context or meaning thereof include his administrators, legal heirs, executors and permitted assigns;

NOW THEREFORE, in consideration of the mutual covenants of the Members, the sufficiency whereof are hereby acknowledged and other good valuable considerations, the members hereby agree as follows:

1. Definitions and interpretations:-

1.1 Definitions:-

- (a) 'Company' means a company formed and registered under the Companies Act, 1956/2013;
- (b) 'Consortium', means the Consortium formed between the Members in accordance with this Agreement;
- (c) "Competent Authorities" means all or any one of followings Development authority, Government department(s) or agency under law or local laws, Municipal Council/Corporation etc.

For LUMORA ESTATES PRIVATE LIMITED

Himanshu Tyagi


Himanshu Tyagi





- (d) 'Lead Member' means the member of the Consortium who holds minimum 26% share/equity in the Consortium.
- (e) "Members' means the individuals, company or firms (including Lead Member) which have agreed to form a Consortium in connection with the Project ;
- (f) This Agreement means a legal document describing the terms and conditions of an agreement among their parties including each parties role and responsibilities from time to time.
- (g) 'Project' means the proposed Group housing project to be built on the Subject Plot and named as "Avacasa"
- (h) 'Subject Plot' means free hold Land situated at Village – Badkala, Tehsil - Behat, Revenue District- Saharanpur Uttar Pradesh admeasuring area 109176.12 sq. mtrs owned and in possession by the Members.

1.2 Interpretation:-

- (a) For the purpose of this Agreement, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (c) Any word or phrase defined in the body of this Agreement as opposed to being defined in the definition section above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- (d) The headings and sub headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- (e) Reference to the word 'include' and including shall be construed without limitation.
- (f) Any reference to 'day' shall mean a reference to a calendar day.

2. Purpose of Consortium Agreement:-

- (a) This Agreement is being executed to achieve a common purpose of development of a real estate project (REP) at Village – Badkala, Tehsil - Behat, District- Saharanpur Uttar Pradesh wherein all the Parties will pool their resources and expertise for achievement of common purpose.
- (b) This Agreement is being executed to fix and specify the broad roles and responsibilities of the Members towards the execution of the Project including preparation of Detailed Project Report,securing of clearances,execution of development and construction works, arrangement of finance, maintenance of

For LUMORA ESTATES PRIVATE LIMITED

Himanshu Jyoti


Rajesh


- 5.4 The Lead Member shall be responsible for the strict adherence to the terms of this Agreement and in compliance with the applicable Laws including but not limiting to statutory liability such as GST and Income Tax arising from the development of the project;
- 5.5 The Lead Member shall act as single point of contact for implementation of Project shall be responsible for making all compliance as may be required under real estate or construction related laws applicable on the Project.
- 5.6 The representations and declarations made by the Lead Member shall be legally binding on all the Members of this Mou.
- 5.7. Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this Agreement.

6. Responsibilities towards each other:-

6.1 (a) Each Member undertake:

- (i) to promptly notify each of the Members about any significant delay in fulfilment of milestones in relation to the project and
- (ii) to inform other Members of relevant communications it receives from third parties in relation to the Scheme.

(b) Each Member shall act in good faith and use reasonable efforts to ensure time-bound compliance of their obligations under this Agreement and promptly act to correct any error therein as soon as it came into the knowledge.

(c) Each Member shall keep confidential all information of confidential nature. whether written or oral, concerning to this Agreement and also abide by the terms and condition of the Development Agreement which may be executed subsequently between the Applicant and the Govt.Authority.

(d) Each Member shall share with and disclose information to other Members including confidential information and documents as may be necessary for the project. The Members hereby understand and agree that the information shall be used solely for the purpose of the project and not for its own use or for any third party benefit.

7. Liabilities:-

7.1 Liability

The Members hereby understand and agree that Lead Member shall be liable for any default with regard to the deliverables of his part under the terms and conditions of this Agreement.

7.2 Indemnification of a Member for each other:

Lead Member shall indemnify each of the other Members, in respect of liability resulting from acts or omissions of itself.

7.3 Liability towards Third Parties

For LUMORA ESTATES PRIVATE LIMITED

Himanshu Tyagi
Himanshu Tyagi






आवेदन सं०: 202600701001350

बही सं०: 4

रजिस्ट्रेशन सं०: 12

वर्ष: 2026

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

श्री लुमोरा एस्टेट प्रा०लि० के द्वारा हिमांशु त्यागी,

|LUMORA ESTATES PVT. LTD

पुत्र श्री मनोज त्यागी

निवासी: फ्लैट न० 302 टावर सी सेक्टर-107 नोएडा जिला गौतमबुद्ध नगर आ०न० xxx 9362

व्यवसाय: अन्य

प्रथम पक्ष: 2



श्री प्रवीन गुप्ता,

|PRAVEEN GUPTA

पुत्र श्री वीरेंद्र कुमार गुप्ता

निवासी: फ्लैट न० 101 प्रथम तल सेक्टर-78 नोएडा जिला गौतमबुद्धनगर आ०न० xxx 6378

व्यवसाय: अन्य

प्रथम पक्ष: 3



श्री हिमांशु त्यागी,

|HIMANSHU TYAGI

पुत्र श्री मनोज त्यागी

निवासी: फ्लैट न० 302 टावर सी सेक्टर-107 नोएडा जिला गौतमबुद्ध नगर आ०न० xxx 9362

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता : 1



श्री लोकेन्द्र सिंह, पुत्र श्री भवर सिंह

निवासी: अम्बाजी मंदिर का छोटा रामपुरा सिरोही राजस्थान आ०न० xxx 083

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री रविन्द्र कुमार, पुत्र श्री सुरेश सिंह

निवासी: करतार एन्क्लेव ग्राम दादरी जिला गौतमबुद्धनगर आ०न० xxx 0438

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शिवदेन सिंह प्रमारी
उप निबंधक : बेहट
सहारनपुर
22/01/2026

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

निबंधक लिपिक सहारनपुर
22/01/2026

services and management and disposal of units and to set out further rights and obligations of the Members supplementing but not conflicting with those present in this Agreement.

- (c) Each Party i.e. Member is responsible for their own defined scope of responsibilities as an Independent Contractor as has been agreed and detailed out in later part of this Agreement

3. Duration:-

This Agreement shall come into force and effect on as of the date of signing of this Agreement by the Members. Unless otherwise terminated earlier, this Agreement shall remain effective until the complete discharge of all obligations by the Members concerning the completion of the Project.

4. Coordinator:-

- 4.1 The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the work. It is hereby agreed by the Members that for the purpose of the Agreement Lumora Estates Pvt. Ltd has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his/its obligation as specified in Schedule-1 and jointly and severally liable for the successful completion of the entire project.
- 4.2 For the purpose of this Agreement, the Lead Member shall be the single point of contact for the 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 Govt. Authority(ies) 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 for the obligations mentioned in Schedule-1 regarding their specific roles and responsibilities undertaken by them under this Agreement.

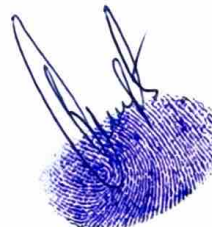
5. Rights and obligations:-

- 5.1 Each member is an independent constituent to consortium and agrees to undertake and represent to each other that they shall abide by the terms and conditions of this Agreement.
- 5.2 For delivery of services under this Agreement, the members may execute separate agreement/ documents subsequently to further enforce role and responsibilities under this Agreement.
- 5.3 The Lead Member shall be responsible for the transmission of any documents and information connected with the Scheme to the Members concerned.

For LUMORA ESTATES PRIVATE LIMITED

Himant Tyagi

Himant Tyagi



आवेदन सं: 202600701001350

अनुबंध विलेख/घोषणा पत्र

वर्ष: 2026

बही सं: 4

रजिस्ट्रेशन सं: 12

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160



श्री लुमोरा एस्टेट प्रा0लि0 द्वारा
हिमांशु त्यागी अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री मनोज त्यागी
व्यवसाय : अन्य
निवासी: फ्लैट नं० 302 टावर सी सेक्टर-107 नोएडा जिला गौतमबुद्ध नगर आ0नं० XXXX 9362

Himanshu Tyagi

हिमांशु त्यागी अधिकृत पदाधिकारी/ प्रतिनिधि

श्री. लुमोरा एस्टेट प्रा0लि0 द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 22/01/2026 एवं 10:41:25 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Shikha
शिवदेन सिंह प्रभारी
उप निबंधक : बेहट
सहारनपुर
22/01/2026

निबंधक लिपिक
22/01/2026



Subject always to such other undertakings and warranties as are provided for in the Agreement, Lead Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its parts of the project and from its use of knowledge and/or knowhow.

8. Representation and warranties:-

- 8.1 The Members hereby represent and warrant that:
- They are duly organized and validly existing under the prevailing laws of India and have full power and authority to enter into this Agreement and to perform their obligations under this Agreement.
 - This Agreement constitutes a valid and binding obligation of the Members, enforceable against them in accordance with the terms hereof, and the execution, delivery and performance of this Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which the Member is a party and by which the Members are or may be bound.
 - Each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement.
 - The Members have read, understood and agreed with the terms and conditions of this Agreement.

9. Notices:-

- 9.1 Notices, demands or other communication required or permitted to be given or made under this Agreement shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.
- 9.2 Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address.

10. Arbitration



- 10.1 Any and all disputes of differences between the Members arising out of or connection with this Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.
- 10.2 Any dispute arising in connection with this Agreement which cannot be resolved by the Members in accordance with the terms of this Agreement shall be settled by arbitration in accordance with the applicable provisions of Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration. The place of arbitration shall be Gautam Buddha Nagar, U.P.

11. Force Majeure:-

For LUMORA ESTATES PRIVATE LIMITED

Hinankarajgi


Hinankarajgi

None of the members shall be held in default in the performance of the obligation under this Agreement, in the events of force majeure which without any imitation include war, civil commotion, riots, Act of God, Government Action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.

12. Termination of Consortium Agreement:-

This Consortium Agreement may be terminated upon the arrival of the first of following events

12.1 Upon exit from the project by any Member/Lead Member subject to terms and conditions of the Agreement.

12.2. Upon completion of the project.

13. Miscellaneous:-

13.1 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Members with respect to the subject matter of this Agreement.

13.2 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 hereof.

13.3 This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.

13.4 The Schedule-1 shall have the same force and effect as if expressly set the body of this Agreement and any reference to this Agreement shall include the Schedule

13.5 Any Member including the Lead Member of the Consortium may be changed subject to mutual consent of the parties and subject to the financial and technical capability of the Consortium

13.6 In case of any change in the members of the Consortium, an amended Agreement shall be drawn.

13.7 Any variation or modification to the terms of this Agreement can only be made with prior mutual consent of all members.

14. Non Assignment:-

Any member shall not be permitted to assign its rights, obligations and interest under this Agreement to any third party without obtaining priorwritten permission of all members.

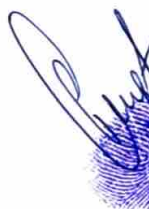
15. CONFIDENTIALITY:-

Each Member shall keep confidential all information of the confidential nature concerning to this Agreement , unless such disclosure is required (a) to its employees ,agents or other person on strictly on need to know basis (b) when it is

For LUMORA ESTATES PRIVATE LIMITED

Himanshu Jyoti
Himanshu Jyoti




Fingerprint of Himanshu Jyoti

so demanded or required by the competent authorities or courts (c) with the consent of members.

IN WITNESS WHEREOF the Members hereto have executed this Agreement the day and year first hereinabove written.

For Lumora Estates Pvt. Ltd.

For LUMORA ESTATES PRIVATE LIMITED

(Authorised Signatory)
Name : Mr. Himanshu Tyagi
Designation: Director

Himanshu Tyagi



AUTHORIZED SIGNATURE

Mr. Praveen Gupta
(Director)

Praveen Gupta



Mr. Himanshu Tyagi
(Director)

Himanshu Tyagi



WITNESSES :-

1.

2.

Schedule -I

Roles and Responsibilities of Each Individual Member of the Consortium.

S.N.	Name of Member / Type of Member	Role and Responsibility
1	Lumora Estates Pvt. Ltd. Add:- 8th Floor, KR Signature Tower, Sector 135, Noida, Uttar Pradesh	Over all management, Implementation of the project. Share % in Agreement - 60%
2	Mr. Praveen Gupta Add:- C/O: Virender Kumar Gupta, Flat no 101, 1st floor, Tower-Catania, Mahagun Mezzaria, Sector 78, Noida, PO: Noida, DIST: Gautam Buddha Nagar, Uttar Pradesh - 201301	Support in management, Land Partner Share % in Agreement - 20%
2	Mr. Himanshu Tyagi Add:- S/O Manoj Tyagi, Flat No 302 Tower C, County 107, Sector 107, Noida, PO: Noida, DIST: Gautam Buddha Nagar, Uttar Pradesh - 201301	Support in Management, Land Partner Share % in Agreement - 20%

For Lumora Estates Pvt. Ltd.

For LUMORA ESTATES PRIVATE LIMITED

Himanshu Tyagi

(Authorised Signatory)

Name : Mr. Himanshu Tyagi

Designation: Director

AUTHORIZED SIGNATURE

Mr. Praveen Gupta

Praveen Gupta

Mr. Himanshu Tyagi

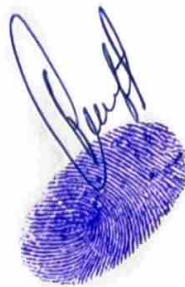
Himanshu Tyagi

IN WITNESS WHEREOF the members here to have executed this agreement the day and year first hereinabove written.

For LUMORA ESTATES PRIVATE LIMITED

Himanshu Tyagi
Himanshu Tyagi

AUTHENTICATED BY



IN WITNESS No. 1

Lokendra Singh S/o Bhanwar Singh

Add. Ambe mata mandir ka chota, Rampura (NKV)

Sirohi, Rajasthan XXXX1083

Colcunetrap



Rizwan Ahmed
Advocate
Teh- Behat (SRE)

IN WITNESS No. 2

Ravinder Kumar S/o Suresh Singh

Add. Kartar Enclave Doulat Ram Enclave Dadri

Gautambudhhanagar, UP XXXX0438

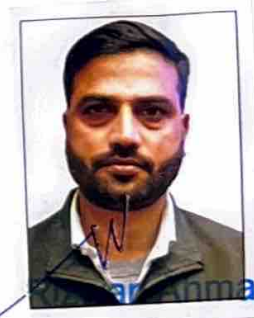
रवि-स कुमार

Identified by

Rizwan Ahemed Advocate

22-01-2026

Rizwan Ahmed
Advocate
Teh- Behat (SRE)



Rizwan Ahmed
Advocate
Teh- Behat (SRE)

आवेदन सं०: 202600701001350

बही संख्या 4 जिल्द संख्या 89 के पृष्ठ 213 से 232 तक क्रमांक 12 पर दिनांक 22/01/2026 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


शिवधन सिंह प्रभारी
उप निबंधक : बेहट
सहारनपुर
22/01/2026

