



INDIA NON JUDICIAL



IN-UP87933389210304X

Government of Uttar Pradesh

e-Stamp

477/2025



Certificate No. : IN-UP87933389210304X ₹1,000

Certificate Issued Date : 10-Oct-2025 03:02 PM

Account Reference : NEWIMPACC (SV)/ up14351804/ LUCKNOW SADAR/ UP-LKN

Unique Doc. Reference : SUBIN-UPUP1435180473120870793918X

Purchased by : AKHILESH KUMAR GUPTA AND OTHERS

Description of Document : Article 19 Certificate or other Document

Property Description : For Certificate or other Document

Consideration Price (Rs.) :

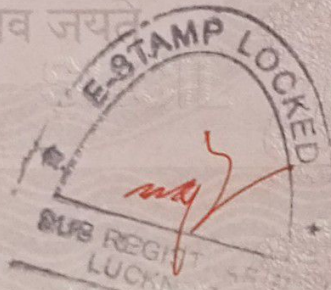
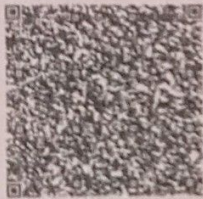
First Party : MS OMEGA DEVELOPER AND BUILDERS

Second Party : AKHILESH KUMAR GUPTA AND OTHERS

Stamp Duty Paid By : AKHILESH KUMAR GUPTA AND OTHERS

Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)

43178



Please write or type below this line

For Omega Developer and Builders

Partner (Signature and Fingerprint)

Partner (Signature and Fingerprint)

(Signature and Fingerprint)

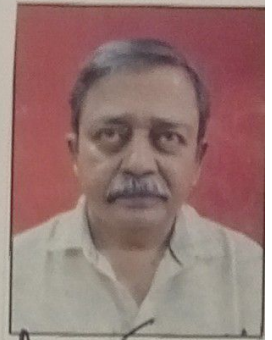
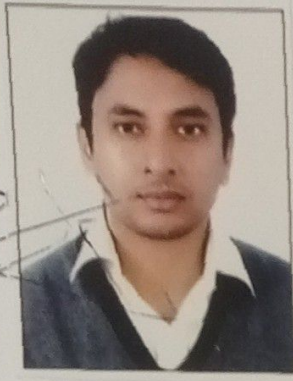
(Signature and Fingerprint)

PF 0017239066

Statutory Alert:

- 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.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

The authenticity of this Stamp certificate should be verified at www.shcilestamp.com/ or using e-Stamp Mobile App of Stock Holding.



STAMP Duty : 1000

E-Stamp No.IN-UP87933389210304X

Dated-10.10.2025

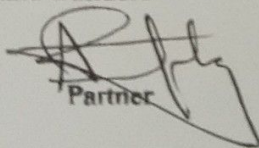
CONSORTIUM AGREEMENT

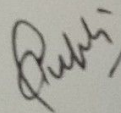
This Consortium is made and executed at Lucknow on this 13th day of October 2025

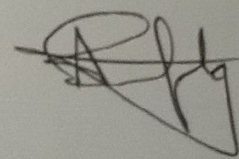
BETWEEN

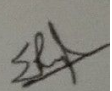
A. M/s Omega Developer and Builders a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932, having its registration No. 2910/194750 and Permanent Place of Business at Khasra No. 174, Opposite Ram Swaroop Engineering College, Village Uttardhauna, Ayodhya Road, Lucknow (Hereinafter referred to as the **First Party/Lead Member** of the consortium which expression unless repugnant to the context or, opposed to the context or meaning thereof, be deemed to include its legal representatives, nominees,

For Omega Developer and Builders


Partner







successors, wholly owned subsidiaries and the permitted assigns, through its Managing Partner **Mr. Ashish Gupta** bearing (Aadhar No.626525144604) R/o 4/169, Vishal Khand, Gomti Nagar, Lucknow, (PAN No.AGXPG4395D) Duly authorized vide in above partnership deed dated 24.05.2011.

AND

B. Shri Akhilesh Kumar Gupta son of Shri Hari Prasad Gupta (Aadhar No.458162921350) R/o 4/169, Vishal Khand, Gomti Nagar, Lucknow (PAN No.AGIPG4330R) (Hereinafter referred to as the **Second Party/Consortium member** which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include their legal representatives, nominees, successors, wholly owned subsidiaries and the permitted assigns)

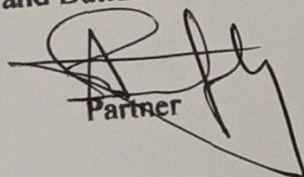
AND

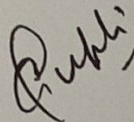
C. Shri Ashish Gupta s/o Shri Hari Prasad Gupta (Aadhar No.626525144604), R/o 4/169, Vishal Khand, Gomti Nagar, Lucknow (PAN No.AGXPG4395D) (Hereinafter referred to as the **Third Party/Consortium member** which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include their legal representatives, nominees, successors, wholly owned subsidiaries and the permitted assigns)

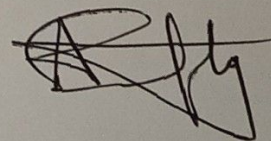
AND

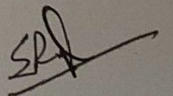
D. Shri Sanjay Raj s/o Late K.R.P. Verma (Aadhar No.365876175681), R/o P-5, 7th Floor, Gaurav Adhikari Apartment, Opp Sector-62 Metro Station, C-Block, Sector-62,

For Omega Developer and Builders


Partner







NOIDA, District Gautam Buddha Nagar, U.P.- 201301
(PAN No.AIFPR9138K) (Hereinafter referred to as the **Fourth Party/Confirming Party** which expression unless repugnant to the context or opposed to the context or meaning thereof, be deemed to include their legal representatives, nominees, successors, wholly owned subsidiaries and the permitted assigns)

Party No. 1 is a Lead member of the consortium and party No. 2 and 3 are the other Consortium Members and Party No.4 as confirming Party which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns.

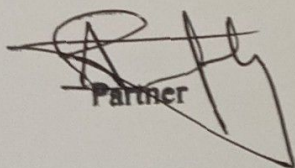
Whereas, the parties of the consortium have agreed to develop the property **Part of Khasra No. 174 having area 8843.09 Sq Mtr, situated at Gram-Uttardhauna at Ayodhya Road, Tehsil, Paragana, Dist- Lucknow** (Hereinafter referred to as "**Project Land**").

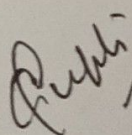
And whereas, the project land admeasuring approx 8843.09 Sq Mtr. is owned by Party No 1 to 3 to the extent of their respective shares as described in the sale deed (hereinafter referred to as "said Land") as examined in **Annexure-A.**

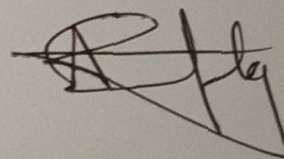
And whereas, the Party number 4 is the owner of some part and parcel in the same Khasra Number however nothing is to be developed or constructed over the area owned by party No.4 and it is pertinent to mention here that the area owned by Party No.4 is already partitioned amongst the other parties and for the same the party No.4 is also joining hand in the present consortium agreement.

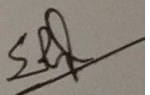
And whereas all the above mentioned parties entered and executed this Consortium for forming a Consortium of Developer entity with the object of development of land owned by all viz lead member and other

For Omega Developer and Builders


Partner







members of this Consortium for construction of Group Housing Project in Gram- Uttardhauna at Ayodhya Road, Tehsil, Paragana, Dist- Lucknow under the name of project "**The Pinnacle**"

NOW THEREFORE, in consideration of the mutual covenants, terms and condition and understandings set forth in this Agreement (herein after referred as the "said agreement") and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the parties with the intent to be legally bound hereby agree as follows:

The lead members and other members of this consortium are collectively referred to as the "parties" and individually as the "party".

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

1) RECITALS & ANNEXURES

- a) That the Recitals, Annexure and Schedules to this consortium shall form an integral part of this Consortium.

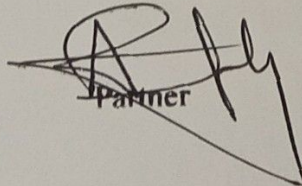
2) NAME OF THE PROJECT

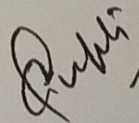
- a) Residential Group Housing project to be developed by the lead member on the said Land being subject matter of this agreement shall be named and known as "**The Pinnacle**"

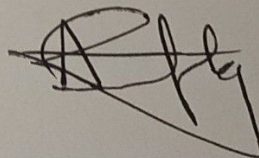
3) SHARE HOLDING

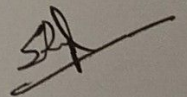
- A. In lieu of the all the parties providing the said project land for the purpose for developing, constructing and completing the said project and the first party developing, sharing, constructing and completing the said project at the cost and expenses to be borne by the first party, in terms of this consortium and marketing the said project, the proposed sharing (basic sale price, preferential

For Omega Developer and Builders


Partner







location charges plus all other charges except GST from the customers) of the entire sellable area shall be divided in accordance with the lead member as already decided amongst all, thus the lead member is entitled to receive sale consideration in his name in the designated account,

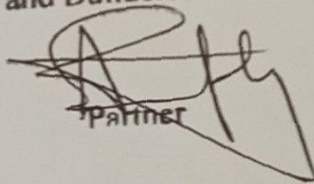
- B. All the Parties confirm that the ratio as decided amicably is adequate for the rights being provided to either Party and the parties shall never challenge the correctness or the adequacy of their ratio at any time in the future. Transferees shall confer a good, perfect and marketable title therein, free from any defect, to them.

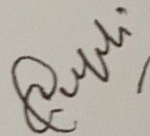
4) SCOPE OF THE AGREEMENT

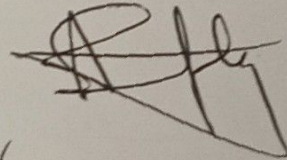
- A. That for the consideration as agreed in this CONSORTIUM, the party no. 2 and 3 hereby has assigned to the first party all its rights and interest in/of the construction, marketing and booking/ allotment/ sale etc of Residential Project to be built on said Land after getting layout sanctioned by the competent authority.

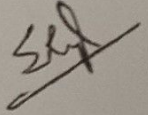
- B. That all the liability of obtaining the necessary permissions, sanction and licenses for developing the Residential Project on the said land shall be on the first Party. It is further agreed between the parties that for the purpose of obtaining such permissions, clearances, licenses, approvals or sanctions, the first party shall act on their own. However on request of the first party, the party no. 2 and 3 shall always make available all the original documents pertaining to the said Land as may be required to be produced before various statutory Authorities in connection with the approvals, licenses, etc. of the Residential Project.

For Omega Developer and Builders


Partner

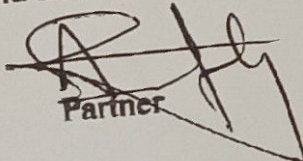


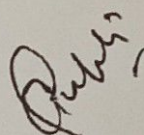


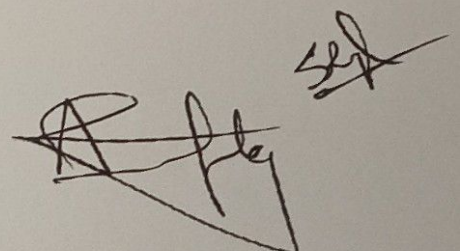


- C. That during the term of the development/ construction if any problem or obstruction from any Govt. development or some other allottees / claimants is created, excluding the matters related to the title and possession of the said land, and given such problem or obstruction if the construction is halted then in that case it shall be duty of all the Parties to fulfill the conditions, complete the compliances, remove the impediment or satisfy the claimants or allottees at their own cost and effort to the total exclusion of Parties. The parties shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the earliest and that delay will not be considered or calculated in the Time duration for completion of the project.
- D. That if during the development / constructions, it is felt that the layout plan needs to be modified then the First Party at its own cost shall get the same modified from the appropriate authority however, the final layout in case of any modification needs to be approved by both the all the parties before submission to such authority for modification.
- E. That the party no. 2 and 3 or anybody claiming through it shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the Residential Project on the said land.
- F. The first Party shall have the exclusive right of marketing and accept the bookings of the units to be developed in the entire project including area falling in the share of the party no. 2 and 3, if any. All the bookings made in the project to be presumed as accepted & agreed by Party no. 2 and 3 also. First Party shall get the brochures printed and advertise the project in the media and by other means at its costs.

For Omega Developer and Builders

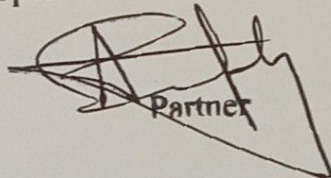

Partner

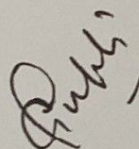


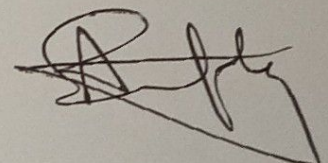

Self

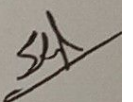
- G. That all the sale proceeds received from the allottees or prospective buyers will be deposited in the Rera designated account.
- H. The rate of the units shall be decided by first party only. The lead member shall be authorized to accept and receive the booking amounts, advance, earnest money, installments and final consideration and issue receipts thereof from the intending buyer(s) only and deposit in the Rera designated account. The lead member, however, shall maintain a book of accounts having details of all the booking amounts, advances, installments and such other payments and this book of accounts be readily available to the other members of this consortium for inspection.
- I. That all the sale deeds/Agreement to sell/ Allotments/Demand Letters etc in favor of prospective buyer/allotees will be executed by First party and if required Party no. 2 and 3 will also join in the scheduled documents.
- J. That Party no. 2 to 3 has assured that said land is wholly free from all Encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorized occupations, claims and litigations, whatever. The both the parties further agrees and undertakes to keep the said plot from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigations and shall keep thereof absolutely free and saleable at all time hereof.
- K. The first party and other members of this consortium shall sign and execute, without any fail, all necessary deeds, form, applications and other documents whenever required to deal with

For Omega Developer and Builders


Partner



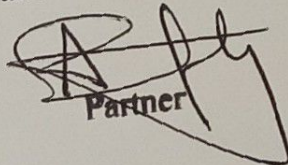


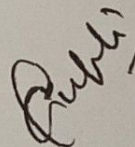


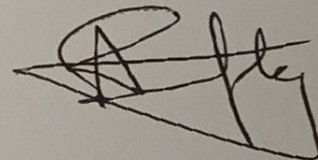
or to take approvals, permissions consent etc. from any competent authority for development of said project.

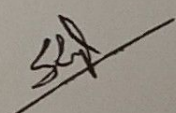
- L. That the first Party shall be entitled to advertise about the Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement as the first Party may deem fit, on the said Land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site.
- M. That the first Party shall be free to get the Project approved from Banks and financial institutions in order to facilitate the financial by intending purchaser/s of Units (for getting their individual units funded). First and party no. 2 and 3 shall issue permission to Mortgage, enter into Tripartite/quadripartite Agreement under their own signatures, if required, or otherwise by virtue of this agreement it is deemed to be understood that the party no. 2 and 3 are giving their consent and giving all the rights to first party to do all such acts which are required for satisfaction of Banks and allottees, and as such acts done by first party will always be considered as acts done by party no. 2 and 3.
- N. All cases/Litigations, civil, criminal, consumer pertaining to the delay in development, construction, possession, labour or workmen disputes shall be defended by the first Party at its own cost and expenses. The first Party shall abide and comply with all labour laws and Minimum Wages Act and be responsible for any accident at the development site. Party no. 2 and 3 shall not be responsible for that.
- O. The cost of stamping, registration etc. of this CONSORTIUM and other paper pertaining to this CONSORTIUM shall be borne by the first Party.

For Omega Developer and Builders


Partner







5) **PROJECT MANAGEMENT STRUCTURE AND RULES OF THE MEMBERS:**

- a) M/S "Omega Windsor Greens" Consortium shall act as a Private developer as per definition of Development Authority and arrange for Land finances for the project.

6) **POSSESSION**

- A. That upon execution of this CONSORTIUM, Party no. 2 and 3 shall provide lawful and peaceful possession of its land upto the extent of their respective share for the purpose of construction, development and sale in the term of this consortium.

7) **NOTICES**

- A. All notices or other communications to be given under this CONSORTIUM to any party shall be made in writing and send by letter through Speed Post Mail or Registered Acknowledge due after being dispatched within seven(7) business days after being deposited in the post, postage prepaid, by the speed post mail available and by registered mail to such party at its address as such party may hereafter specify for such purpose to the other by notice in the writing to both the parties at their respective registered offices/offices as given under:

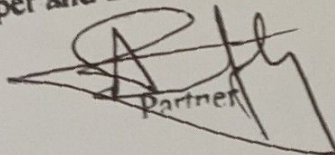
FIRST PARTY:

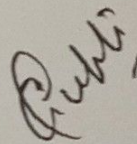
Attn. : M/s OMEGA DEVELOPER AND BUILDERS
 Address : Khasra No. 174, Village Uttardhauna, Opp. Ram Swaroop Engg Coll. Chinhat, Lucknow
 Mobile : 8853058555

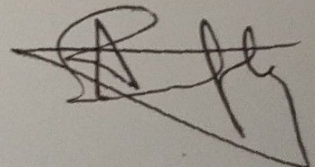
SECOND PARTY:

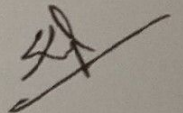
Attn. : Mr. Akhilesh Kumar Gupta
 Address : 4/169, Vishal Khand, Gomti Nagar, Lucknow
 Mobile : 7607000394

For Omega Developer and Builders


 Partner







THIRD PARTY:

Attn. : **Mr. Ashish Gupta**
 Address : 4/169, Vishal Khand, Gomti Nagar, Lucknow
 Mobile : 8853058555

FOURTH PARTY

Attn. : **Shri Sanjay Raj**
 : P-5, 7th Floor, Gaurav Adhikari Apartment, Opp
 Sector- 62 Metro Station, C-Block, Sector-62,
 NOIDA, District Gautam Buddha Nagar, U.P.-
 Address 201301
 Mobile : 9764004182

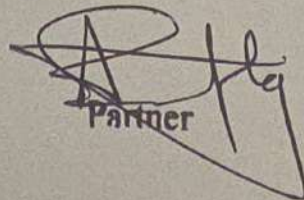
8) CONFIDENTIAL INFORMATION

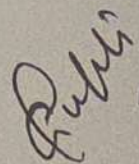
- A. That the party coming into knowledge of any information about the project or the other party because of commercial relationship created under this consortium and about development of project, shall keep the information confidential & secret and shall not disclose the same to any Third Party or shall not use the said confidential information for any other purpose other than purposes and works assigned under this consortium.

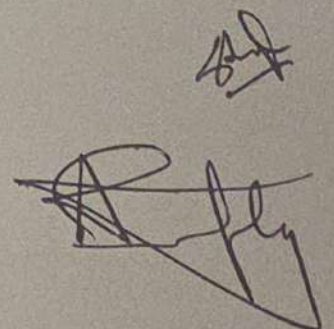
9) INDEMNIFICATION

- A. That it is presumed that all the material facts and the truthful history regarding the title of the land in question has been disclosed by the Party no. 2 and 3 to the first Party and in case of any deficiency or loss of land on any account including cropping up of fresh material facts not disclosed by the Party no. 2 and 3, which is noticed, observes and comes to the knowledge of the first Party after the execution of the

For Omega Developer and Builders


Partner





consortium, then the Party no. 2 and 3 shall be responsible to rectify the defect and indemnify the first party.

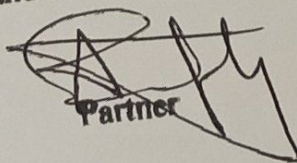
10) FORCE MAJEURE

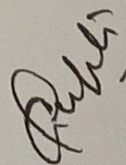
- a) Any party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this AGREEMENT to be performed:
- i. Shall use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible.
 - ii. shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to any extent which permits resumption of such performance; and

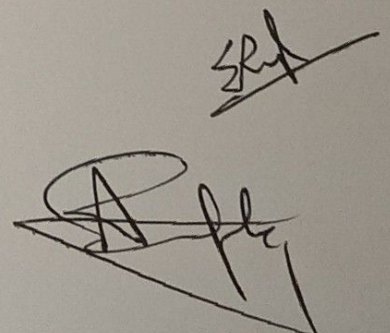
11) ARBITRATION & JURISDICTION

- a) In the event any dispute arises between the Parties out of or in connection with this consortium, including the validity thereof, the Parties here to shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing.
- b) In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the First Party and the Party No. 2 and 3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (As Amended) and shall be held

For Omega Developer and Builders


Partner



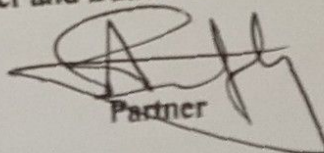


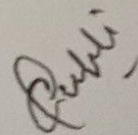
in Lucknow, India. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

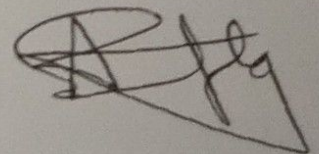
12) MISCELLANEOUS

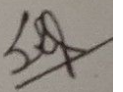
- a) That all originals in respect of the said property (except title documents) including the permissions, approvals and sanctions necessary for the constructions work, shall be at all times held by the First Party but it shall be under the obligation to allow the inspection and verification at all reasonable times in case of need and requirement of Party no. 2 and 3.
- b) That the first Party shall at all times ensure that construction has been raised as per sanctioned plan and there is no deviation from the sanctioned plan.
- c) That all cost, stamp duty, registration fee and other charges etc in respect of any Transfer Deed of the said Land or any portion thereof including this CONSORTIUM shall be borne by the first Party or prospective flat buyers as the case may be.
- d) That the income tax liability shall be shared and borne by both the parties hereto in proportion to their share on sharing ratio, if any.
- e) That if the first Party shall execute buyers Agreement in its name. In case, any suit, consumer complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers, the first Party shall alone be liable and responsible for the same and under no circumstances,

For Omega Developer and Builders


Partner


Partner


Partner

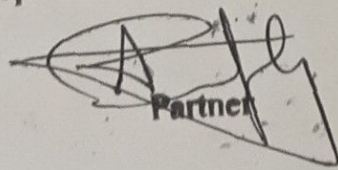


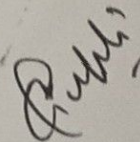
the second party shall be liable and if Party no. 2 and 3 are called upon to defend any damages or monies are required to be paid by the Party no. 2 and 3, same shall be payable by the first Party and the first Party shall keep the Party no. 2 and 3 indemnified at all times.

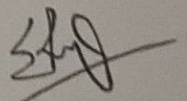
ANNEXURE -A

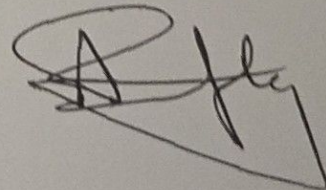
- i. Registered Sale Deed dated 04.01.2000 regarding Khasra No. 174 min, having area **2536 Sq Mt**, executed by Shri Mohd Naeem son of Shri Rashid Ahmad in favour of Shri Ashish Gupta son of Shri Hari Prasad Gupta
- ii. Registered Sale Deed dated 04.01.2000 regarding Khasra No. 174 min, having area **2536 Sq Mt**, executed by Shri Mohd Naeem son of Shri Rashid Ahmad in favour of Shri Akhilesh Kumar Gupta son of Shri Hari Prasad Gupta
- iii. Registered Sale Deed dated 27.10.2007 regarding Khasra No. 174 min, having area **2536 Sq Mt**, executed by Shri Mahadev son of Shri Santu in favour of Shri Ashish Gupta son of Shri Hari Prasad Gupta
- iv. Registered Sale Deed dated 10.11.2008, regarding Khasra No. 174 min, having area **2530 Sq Mt**, executed by Shri Mahadev son of Shri Santu in favour of Mr. Ashish Gupta son of Mr. Hari Prasad Gupta
- v. Registered Sale Deed dated 30.07.2025, regarding Khasra No. 174 min, having area **150 Sq Mt**, executed by Shri Akhilesh Kumar Gupta son Shri Hari Prasad Gupta in favour of Shri Ashish Gupta son of Shri Hari Prasad Gupta

For Omega Developer and Builders


Partner



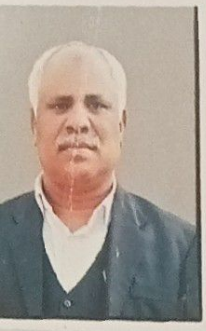




21080310

IN WITNESS WHEREOF The members have executed this Consortium Agreement on the date and year mentioned above at Lucknow and have caused this Consortium Agreement to be signed on their manner in the manner set out below.

Witnesses: -


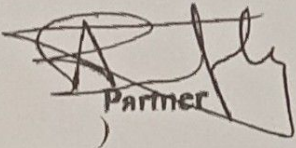



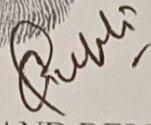
1.) Anees Ahamd
S/o Abdul Hamid
R/o 479/23, Kadam Rasool,
Daliganj, Lucknow


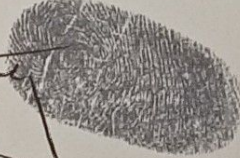


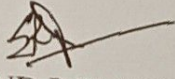

2.) Modh Adnan Abbasi
S/o Mohd. Sheed Abbasi
R/o Civil Court, Lucknow.

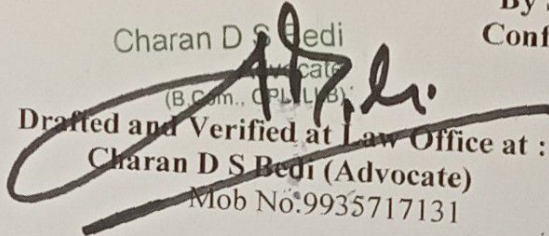
For Omega Developer and Builders

( )
SIGNED AND DELIVERED
By the within named
Authorized signatory of
(M/s Omega Developer and Builders)
Lead Member(s)

( )
SIGNED AND DELIVERED
By Akhilesh Kumar Gupta
Consortium Member(s)

( )
SIGNED AND DELIVERED
By Ashish Gupta
Consortium Member(s)

()
SIGNED AND DELIVERED
By Sanjay Raj
Confirming Party 

Charan D S Bedi
Advocate
(B.Com., C.P.L., L.B.)

Drafted and Verified at Law Office at :
Charan D S Bedi (Advocate)
Mob No:9935717131

आवेदन सं०: 202500821080310

जेल्ड संख्या 688 के पृष्ठ 207 से 236 तक क्रमांक 477 पर दिनांक 13/10/2025 को रजिस्ट्रीकृत किया गया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभाष सिंह

उप निबंधक/सदर द्वितीय

लखनऊ

13/10/2025

