

IV-36/26



उत्तर प्रदेश UTTAR PRADESH

GY 041738



DETAILS OF INSTRUMENT IN SHORT

1. NATURE OF DOCUMENT	CONSORTIUM AGREEMENT
2. NAME AND ADDRESS OF THE FIRST	SAPPHIRE INFRAVENTURES PRIVATE LIMITED, (CIN: U45400UP2012PTC053718),

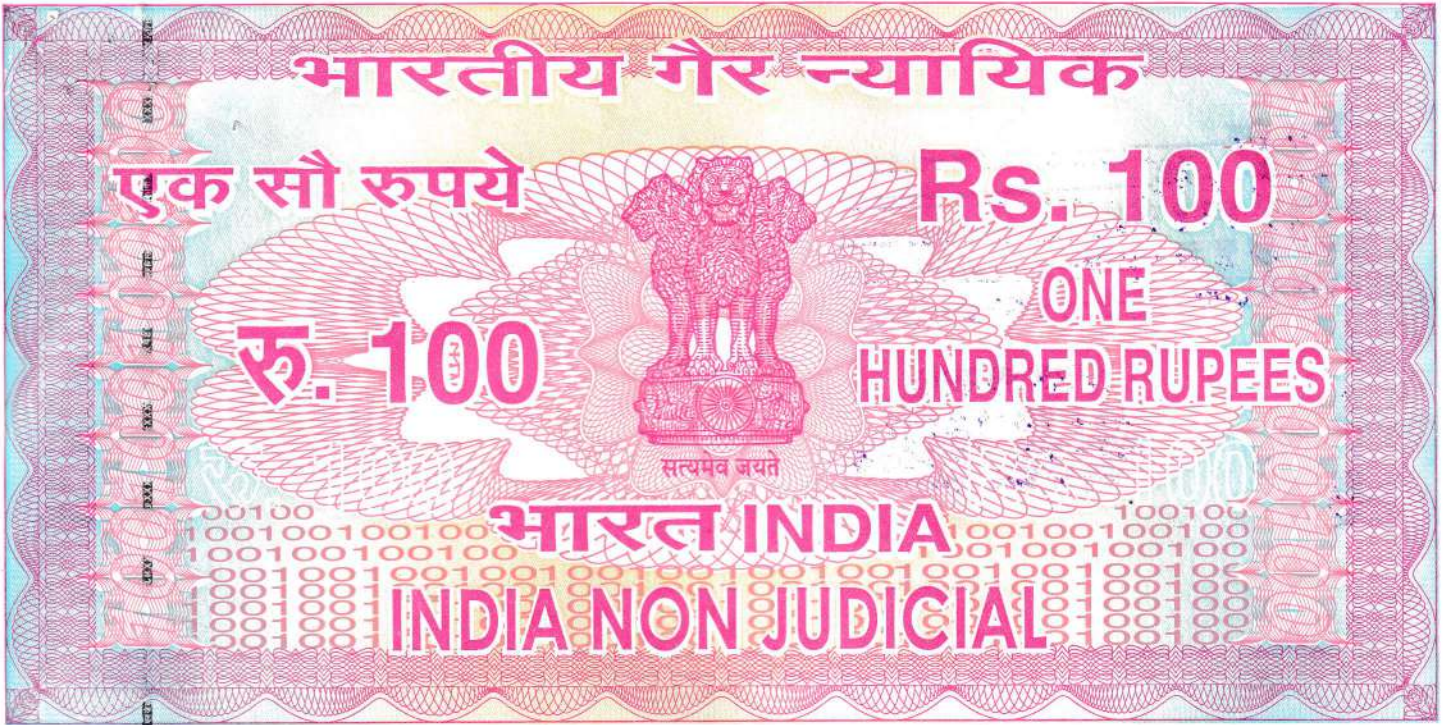
SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR


Salma Khatoon

Salma Khatoon





उत्तर प्रदेश UTTAR PRADESH

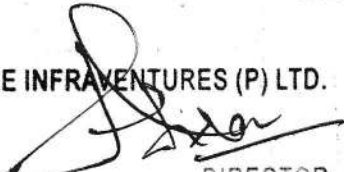
GY 041737

2

PARTY (LEAD MEMBER)

a company incorporated under the provisions of the Companies Act, [1956], having its office at Sapphire Central, 9A, Tilak Marg, Dalibagh, Lucknow-226001; (PAN: AASCS3663E through its **Director Mr. Ahmad Kamal Khan**, son of Mr. Late N.J. Khan, aged 50 years, residing at 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow-226001.

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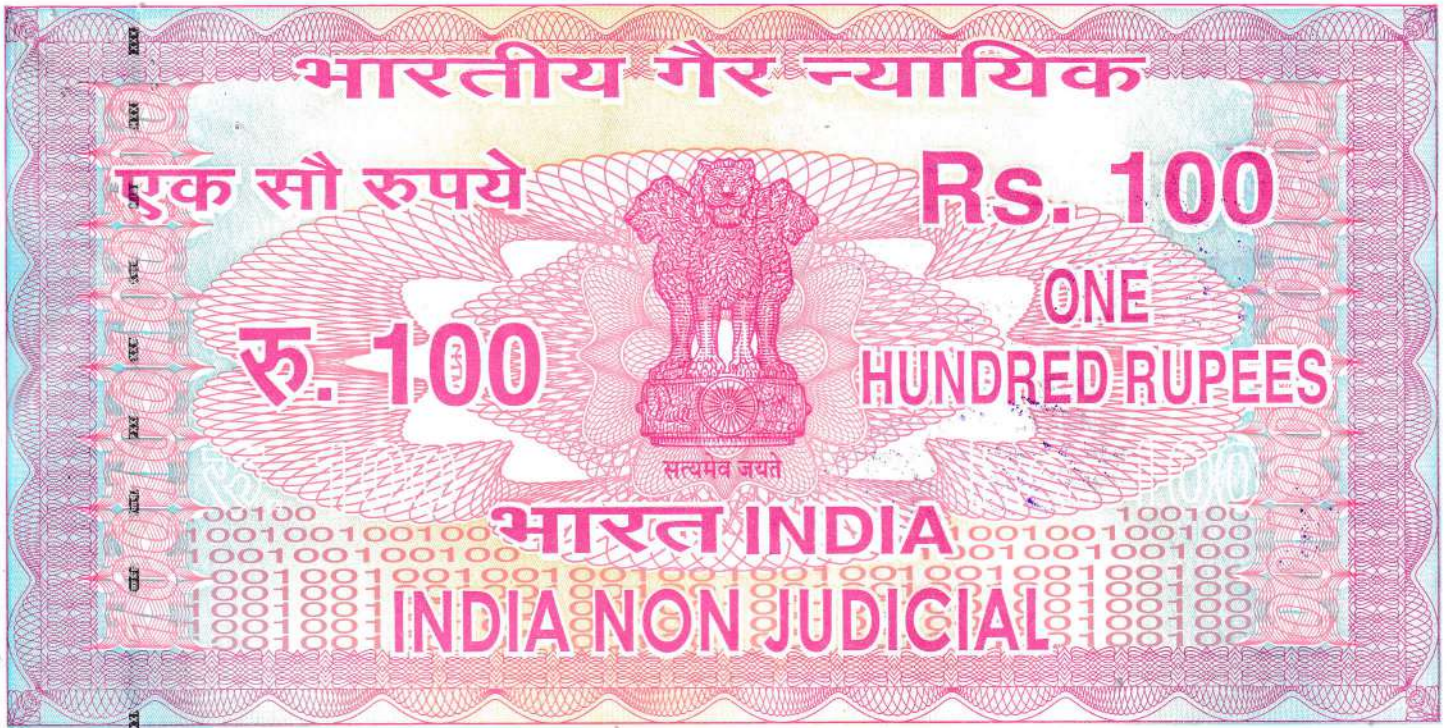
	(Aadhar No.: 705038321806; PAN No.: AITPK2450M);
3. NAME AND ADDRESS OF THE SECOND PARTY	MRS. AREEBA KHAN wife of Mr. Ahmad Kamal Khan (Aadhar No.609792464548) resident of 401, Sapphire Homes, 2, Fawn Brake Avenue, S.N. Marg, Lucknow,

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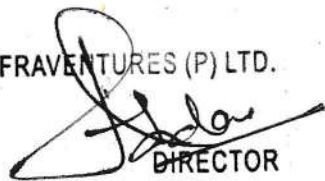
उत्तर प्रदेश UTTAR PRADESH

GY 041735

4

4. NAME AND ADDRESS OF THE THIRD PARTY	SMT. SALMA KHATOON wife of Late N.J.Khan (Aadhar No.619961755739) resident of 401, Sapphire Homes, 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow,
5. STAMP DUTY PAYABLE	Rs. 1000/-

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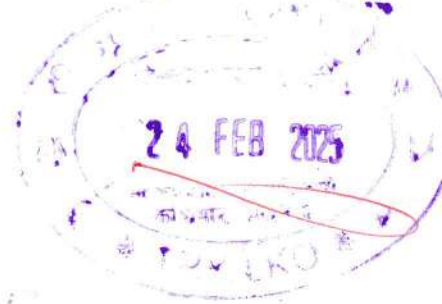


Salma Khatoon



उत्तर प्रदेश UTTAR PRADESH

GY 041734



5

CONSORTIUM AGREEMENT

This Consortium Agreement is made & executed at Lucknow on this 24th day of March 2026 by and between:

1. **SAPPHIRE INFRAVENTURES PRIVATE LIMITED**, (CIN: U45400UP2012PTC053718), a company incorporated under the provisions of the Companies Act, [1956], having its office

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR



Salma Khatoon



उत्तर प्रदेश UTTAR PRADESH

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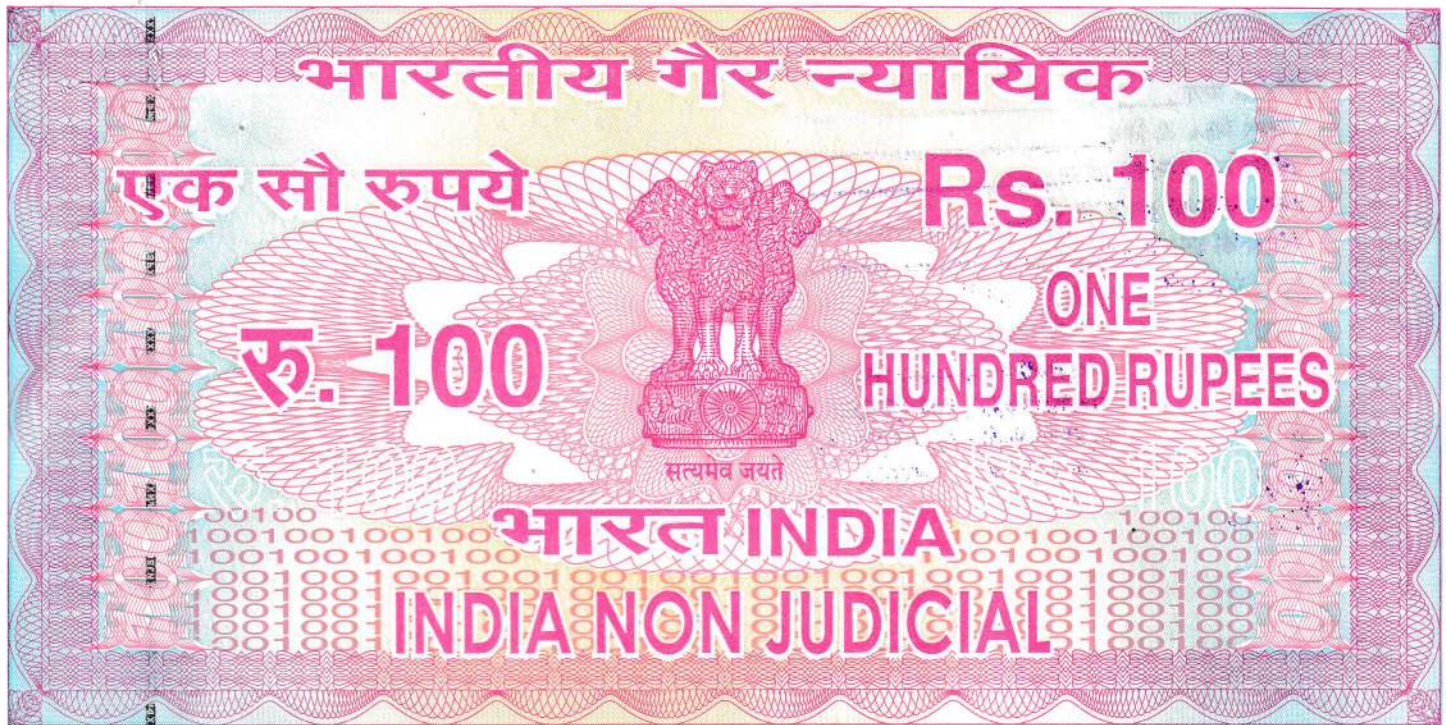
at Sapphire Central, 9A, Tilak Marg,
Dalibagh, Lucknow-226001; (PAN:
AASCS3663E) **through its Director, Mr.**
Ahmad Kamal Khan, son of Mr. Late N.J.
Khan, aged 50 years, residing at 401,
Sapphire Homes, 2 Fawn Brake Avenue,
Sarojini Naidu Marg, Lucknow-226001.
(Aadhar No.: 705038321806; PAN No.:
AITPK2450M); represented by authenticated

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DIRECTOR







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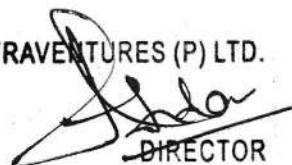
GY 041732



7

Power of Attorney holder **Mr. Syed Tanveer Husain Rizvi**, duly registered vide Book No. 6, Volume No. 90 at Pages 67 to 76 Document No. 11 on 20.05.2022 in the office of Sub-Registrar-I, Lucknow and has not been revoked till date. (hereinafter referred to as "**Developer/Lead Member**") (which expression unless repugnant to the context or opposed to the context or meaning thereof

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उत्तर प्रदेश UTTAR PRADESH

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be deemed to include its directors, legal representatives, nominees, successors & the permitted assigns etc) of the **FIRST PART.**

AND

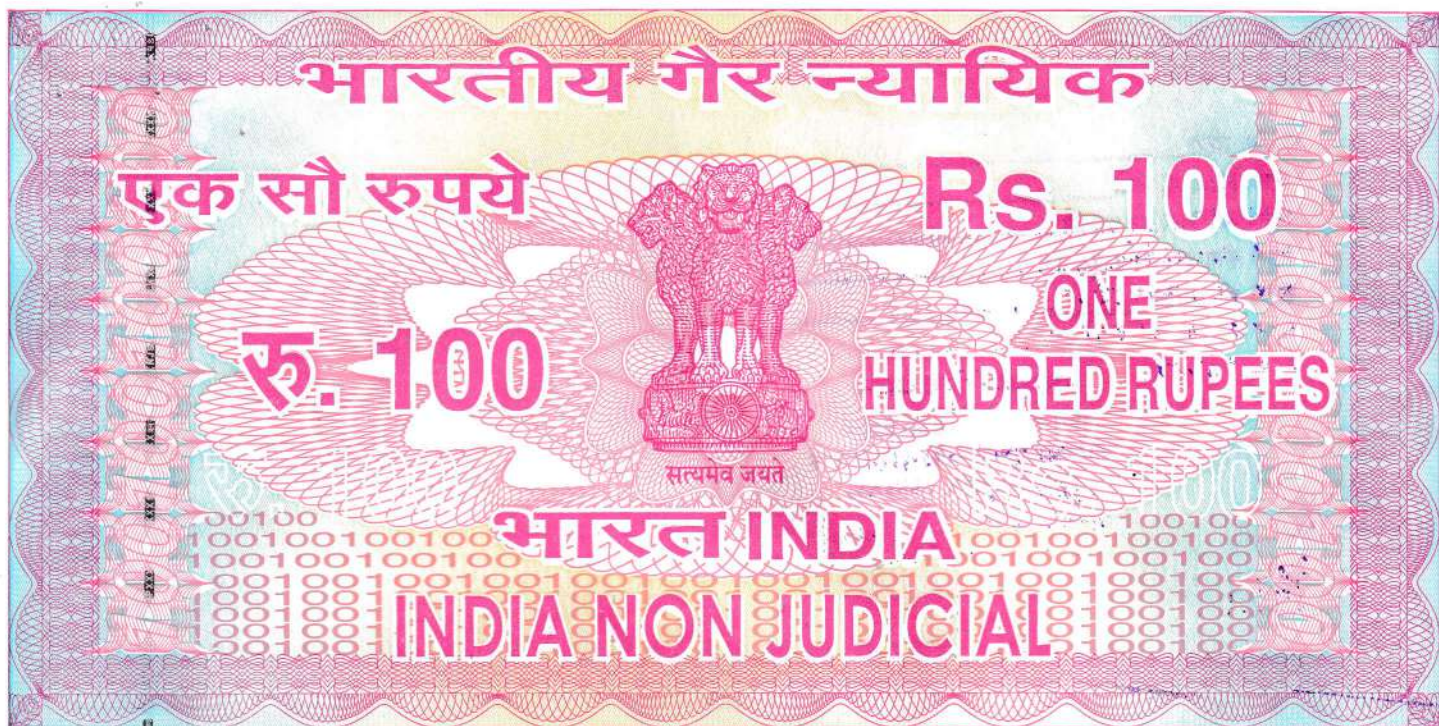
2. **MRS. AREEBA KHAN** wife of Mr. Ahmad Kamal Khan (Aadhar No.609792464548) resident of 401, Sapphire Homes, 2, Fawn Brake Avenue, S.N. Marg, Lucknow, represented by Authenticated Power of

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DIRECTOR



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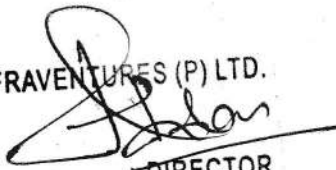
उत्तर प्रदेश UTTAR PRADESH



9

Attorney holder **Mohd. Kamil Siddiqui**, duly registered vide Book No. 6, Volume No. 86 at Page 11 Document No. 6 on 25.05.2011 in the office of Sub-Registrar-I, Lucknow, hereinafter referred to as the **"Consortium Member"** (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its directors, legal representatives,

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of Attorney holder **Mohd. Kamil Siddiqui**, duly registered vide Book No. 6, Volume No. 86 at Page 49 to 50 Document No. 13 on 28.03.2012 in the office of Sub-Registrar-I, Lucknow, hereinafter referred to as the "**Consortium Member**" (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its directors, legal representatives, nominees, successors & the permitted assigns etc.) of the **THIRD PART**;

That the **First Party** as mentioned above shall be referred as "**Lead Member**" and all parties as mentioned above shall collectively referred to as the "**Consortium members**".

That all the Consortium members shall collectively be known as "Parties" and individually as the "Party".

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

1. PURPOSE OF CONSORTIUM

Whereas parties mentioned above entered into and executed this agreement for forming a consortium with the object of development of residential

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township project situated at Village- Kasimpur Biruha, Pargana and Tehsil-Mohanlalganj, District-Lucknow, Uttar Pradesh, under the name & style of "**Sapphire Royale Extension**" ("said project");

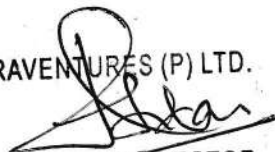
2. DURATION

This agreement shall come into force and effect on the date of signing of this agreement by all members. This agreement shall remain effective until the obtaining of the completion certificate and/or occupancy certificate (if any) from the relevant authorities, and complete discharge of all obligations, liabilities, and responsibilities in respect of the said Project.

3. COORDINATION AND SHAREHOLDING

- 3.1. The Members hereby understand and agree that there shall be a "Lead Member" who shall be the point of contact for purpose of Project. It is hereby agreed by the Members that Sapphire Infraventures Private Limited has been appointed as Lead Member. The Lead Member shall be specifically authorized by Members to make

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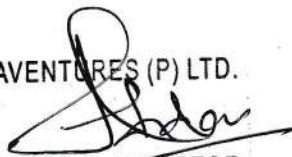
representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation and shall be jointly and severally responsible for the successful completion of the entire Project.

3.2. For the purpose of this agreement, the Lead Member shall be the single point of contact for all Authorities/Departments and have the overall responsibility of the management of the Project and also have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this agreement.

3.3. All instructions/communications from the Authorities/Departments to the Lead Member shall be deemed to have been duly provided to all the Members of the Consortium.

3.4. The Lead Member shall be responsible for the development and marketing of the said project in accordance with this consortium agreement. The sale consideration shall be distributed as per

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mutually agreed ratio, which all the parties may have decided internally.

- 3.5. All the parties confirm that the ratio is amicably decided and adequate for the rights being provided to either party, and the parties shall never challenge the correctness of the adequacy of their ratio at any time in the future. The lead member shall act as a private developer and it is clarified that no land has been transferred by this consortium agreement.

4. RIGHTS AND OBLIGATIONS

- 4.1. The lead member is authorized to get the maps/plans sanctioned from Lucknow Development Authority (LDA) for carrying out construction/development of project & will pay off the dues of the LDA as and when demanded. And the lead member is authorised to get the project registered from the Real Estate Regulation Authority (RERA) and complete the obligations/formalities thereon.

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- 4.2. The parties of this consortium shall sign and execute, without any fail, all necessary deeds, form, applications and other documents whenever required to deal with or to take approvals, permissions consent etc. from competent authority or any other authority for construction/development of the said project.
- 4.3. That during the term of development/ construction, if any, problem or obstruction from any Govt. department(s) and/or by any allottees/claimants is created, arose excluding the matters related to the title and possession of the said project land, and due to which if the construction is halted then it shall be the duty of all the parties to fulfil the conditions, comply with the compliances, remove the impediment or satisfy the claimants or allottees at their own cost and effort. 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

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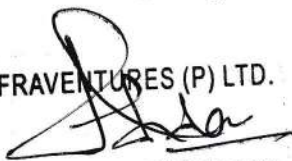
Salma Khatun

calculated in the time duration for completion of the project.

4.4. The lead member shall have right to accept enquires/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.

4.5. That the lead member shall sign, execute, enter into, determine, negotiate, finalize, modify the terms and conditions of the booking/ application form, allotment letter, agreement to sell and sale

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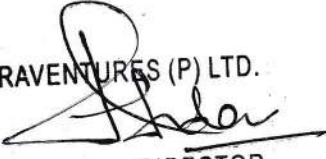


Salma Khatoon

deed thereon, with the buyer(s) of the said project including deciding terms related to the consequences of delay, levy of interest, waiving off of interest, cancellation of booking, re-allotment of units upon cancellation etc.

- 4.6. The consortium shall raise loans from financial institutions/Banks for smooth construction and development of the project and any short coming in financing of the project shall be arranged by the consortium members as mutually agreed by the members of consortium.
- 4.7. That all parties shall be jointly responsible for all the compliances related to Real Estate (Regulation and Development) Act 2016.
- 4.8. The Lead Member shall be responsible for transmission of any documents and information connected with Project to Consortium Members.
- 4.9. The rate of the units shall be decided by Lead Member only. The lead member shall be authorised to accept and receive the booking amounts, advance, earnest money, instalments

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and final consideration and issue receipts thereof from the intending buyer(s) 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 instalments and such other payments and this book of accounts be readily available to the other members of this Consortium.

4.10 The representations and declarations made by the Lead Member shall be legally binding on all consortium members of this agreement.

4.11 Each Member shall use reasonable efforts to perform and fulfil, promptly, actively and on time, all of its obligations under this agreement.

4.12 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. The first party shall abide and comply with all labour

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laws and minimum wages act and is responsible for any accident at the construction site.

4.13 The cost of stamping, registration etc. of this Consortium Agreement and other papers pertaining to give effect to this consortium shall be borne by the first party.

5 RESPONSIBILITIES TOWARDS EACH OTHER

5.1 Each Member undertakes to promptly notify each Member about any significant delay in fulfilment of milestones in relation to the Project; and/ or any relevant communications as receives from third parties in relation to the Project.

5.2 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.

5.3 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

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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. That all parties shall be jointly responsible for successful completion and handover of the project.

6. LIABILITIES :

- 6.1 The Members hereby understand and agree that each Member shall be jointly liable for any default with regard to the deliverables of their part under the terms and conditions of this agreement. All the members shall be jointly responsible for timely delivery of the possession to the home buyers.
- 6.2 That every consortium member hereby assures that said project land is free from all encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorized occupation, claims and litigations, whatever.
- 6.3 That the other consortium members further agree and undertake to keep the said project

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land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigation and shall keep it absolutely free and saleable at all time hereof. Subject always to such other undertakings and warranties as are provided for in this agreement.

- 6.4 That all Members shall jointly be liable for any loss, damage or injury to third parties resulting from it carrying out its parts of the Project and from its use of knowledge and/ or knowhow.
- 6.5 That the income tax liability shall be shared and borne by the parties hereto in proportion to their share on sharing ratio, if any.

7. REPRESENTATION AND WARRANTIES

The Members hereby represent and warrant that:

- 7.1 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.

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- 7.2 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.
- 7.3 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.
- 7.4 The Members have read, understood and agreed with terms and conditions of this agreement.
- 7.5 Each member shall have the right to sell only their own share of the Land.

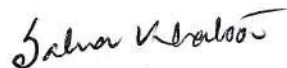
8. NOTICES

- 8.1 Notices, demands or other communication required or permitted to be given or made under

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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.

8.2 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 given address.

9 ARBITRATION

9.1 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 endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable the settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for

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not less than 15 days, gives a notice to this effect, to the other party in writing.

9.2 In case of such failure, the dispute shall be referred to a sole arbitrator, who shall be mutually appointed by the lead member 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 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 act accordingly.

10 FORCE MAJEURE

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 limitation include war, civil, commotion, riots, Act of God, Government Action. In the event of force majeure, the members of the

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DIRECTOR




Salma Khatoon



आवेदन सं०: 202600822013295

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 36

वर्ष: 2026

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 140 योग : 640

श्री सफायर इन्फ्रावैचर्स प्राइवेट लिमिटेड द्वारा निदेशक अहमद कमाल खान द्वारा
सैय्यद तनवीर हुसैन रिजवी प्रमाणीकृत मुख्तार,
पुत्र श्री सैय्यद खादिम हुसैन रिजवी
व्यवसाय : नौकरी
निवासी: 546/327, सरफराजगंज, चौक, लखनऊ

(Signature)



श्री, सफायर इन्फ्रावैचर्स प्राइवेट लिमिटेड द्वारा निदेशक अहमद कमाल खान द्वारा सैय्यद तनवीर हुसैन रिजवी प्रमाणीकृत मुख्तार
ने यह लेखपत्र इस कार्यालय में दिनांक 26/03/2026 एवं 10:30:40 AM बजे
निबंधन हेतु पेश किया।

(Signature)

(Signature)

26/03/2026

Consortium agreement undertake to consult each other.

11 TERMINATION OF AGREEMENT

This consortium agreement shall be valid and enforceable till the completion of the project.

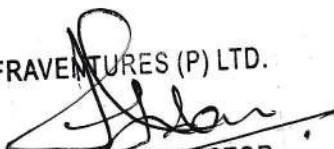
12 MISCELLANEOUS

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

12.2 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.

IN WITNESS WHEREOF the parties aforesaid have executed this Consortium agreement on the date and

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR



Salma Khatoon



आवेदन सं०: 202600822013295

बही सं०: 4

रजिस्ट्रेशन सं०: 36

वर्ष: 2026

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

प्रथम पक्ष: 1

श्री सफायर इन्फ्रावैचर्स प्राइवेट लिमिटेड द्वारा निदेशक अहमद कमाल खान के द्वारा सैय्यद तनवीर हुसैन रिजवी,

[SAPPHIRE INFRAVENTURES PRIVATE LIMITED

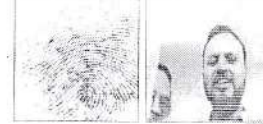
पुत्र श्री सैय्यद खादिम हुसैन रिजवी

निवासी: 546/327, सरफराजगंज, चौक, लखनऊ

व्यवसाय: नौकरी

द्वितीय पक्ष: 1

[Signature]



श्री अरीबा खान के द्वारा मो० कामिल सिद्दीकी,

[AREEBA KHAN

पुत्र श्री जहीर अहमद

निवासी: 544सी/331, बरौरा हुसैन बाड़ी, अलमासबाग, हरदोई रोड, लखनऊ

व्यवसाय: नौकरी

द्वितीय पक्ष: 2

[Signature]



श्री सलमा खातून के द्वारा मो० कामिल सिद्दीकी,

[SALMA KHATOON

पुत्र श्री जहीर अहमद

निवासी: 544सी/331, बरौरा हुसैन बाड़ी, अलमासबाग, हरदोई रोड, लखनऊ

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

[Signature]



कुमारी तान्या पुरी, पुत्री श्री उदय प्रताप पुरी

निवासी: असुरन चुंगी शाहपुर, गोरखपुर, उ०प्र०

व्यवसाय: नौकरी

पहचानकर्ता: 2

[Signature]



श्री शिव कुमार, पुत्र श्री राम सूरत

निवासी: 158/1, गंगा प्रसाद रोड, मौलवीगंज, लखनऊ

व्यवसाय: नौकरी

[Signature]



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

[Signature]

[Signature]

year mentioned above and have caused this consortium agreement to be signed on their manner in the manner set out below:

WITNESSES :

1. *Tanya Puri*

(Ms. Tanya Puri,
D/o Uday Pratap Puri,
C/130/752, Near
Radhika Complex,
Shahpur, Gorakhpur.



SAPPHIRE INFRAVENTURES (P) LTD.

[Signature]
DIRECTOR

FIRST PARTY



2. *शिव कुमार*

(Mr. Shiv Kumar,
S/o Ram Surat,
158/1, Ganga Prasad
Road, Mauliiganj,
Aminabad, Lucknow.



[Signature]
SECOND PARTY



Salma Khatun
THIRD PARTY



Drafted By :

[Signature]

Advocate

Civil Court, Lucknow
Mob. No. 9452296917
Regn. No. 1320 of 1972

Typed By :

[Signature]

(Shubham Maurya)
Civil Court, Lucknow

आवेदन सं०: 202600822013295

बही संख्या 4 जिल्द संख्या 53 के पृष्ठ 85 से 136 तक क्रमांक 36 पर दिनांक 26/03/2026 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



वीरेंद्र कुमार झा

उप निदेशक, जल संसाधन विभाग

26/03/2026