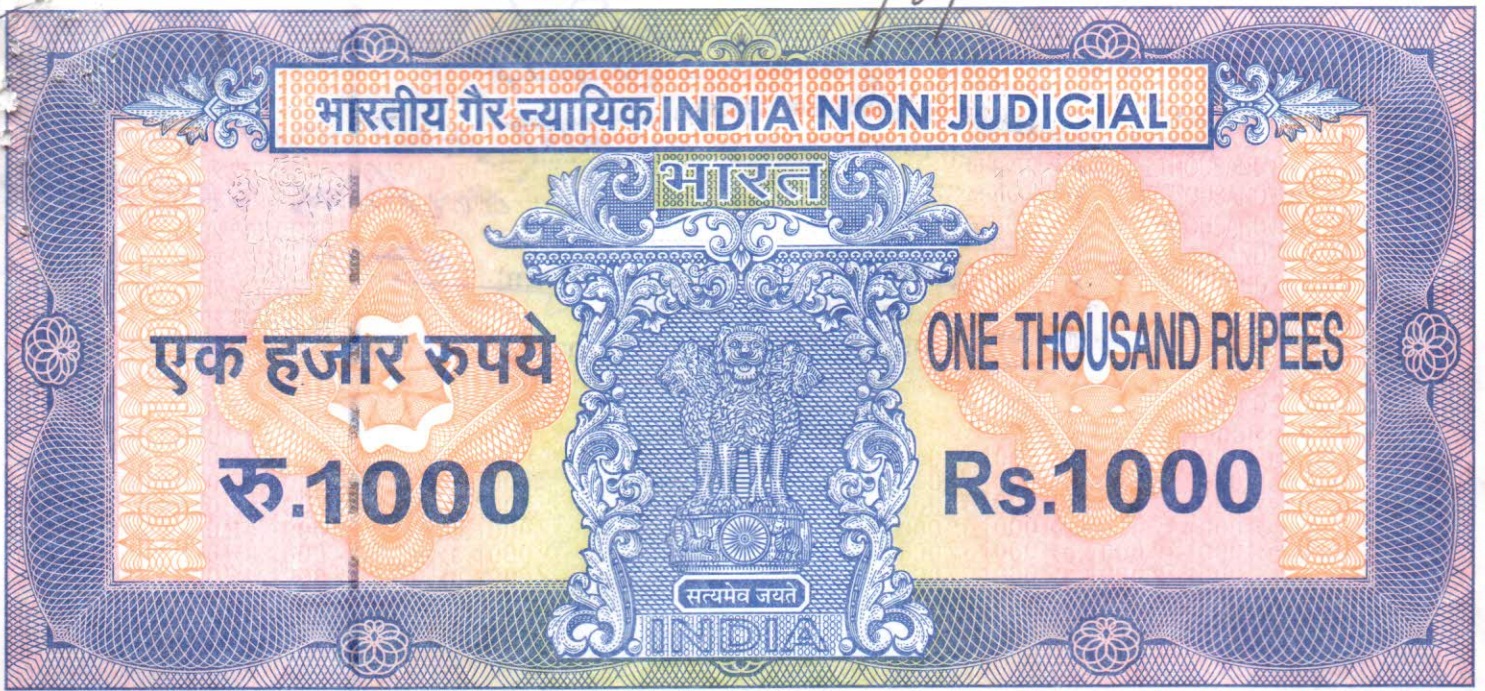




उत्तर प्रदेश UTTAR PRADESH

BH 584737



13 AUG 2019

ma Khatoon

DETAILS OF INSTRUMENT IN SHORT

Ward

: Mahatma Gandhi

Stamp Duty Paid

: Rs. 1000/-

No. of Executants

: 6

SAPPHIRE INFRAVENTURES (P) LTD.

DIRECTOR

सफ़ायर सहकारी गृह निर्माण समिति लि०

सचिव

For SAPPHIRE DEVELOPERS

PARTNER

Salma Khatoon



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3-9-18

5/1/17  
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| सिलसिले का नम्बर | वही | खण्ड | पृष्ठ | रजिस्ट्री करण की तारीख | प्रस्तुतकर्ता निष्पादनकर्ता का नाम व पता                                                                                                        | पासपोर्ट साइज का नवीनतम फोटोग्राफ                                                     |
|------------------|-----|------|-------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1                | 2   | 3    | 4     | 5                      | 6                                                                                                                                               | 7                                                                                     |
|                  |     |      |       |                        | AHMAD KAMAL KHAN<br>son of Late N.J. Khan<br>resident of 401,<br>Sapphire Homes, 2,<br>Fawn Brake Avenue,<br>S.N. Marg, Lucknow                 |    |
|                  |     |      |       |                        | MRS. AREEBA KHAN<br>wife of Mr. Ahmad<br>Kamal Khan resident of<br>401, Sapphire Homes,<br>2, Fawn Brake Avenue,<br>S.N. Marg, Lucknow          |    |
|                  |     |      |       |                        | SMT. SALMA KHATOON<br>wife of Late N.J. Khan<br>resident of 401,<br>Sapphire Homes, 2,<br>Fawn Brake Avenue,<br>Sarojini Naidu Marg,<br>Lucknow |   |
|                  |     |      |       |                        | Mohd. Kamil Siddiqui<br>son of sri zaheer<br>Ahmad resident of<br>544C/331, Almasbagh<br>Hardoi Road,<br>Lucknow.                               |  |
|                  |     |      |       |                        | Sayed Tanveer<br>Hussain Rizvi Son of<br>Sri Khadim Husain<br>Rijvi resident of<br>546/327 Sarfaraj<br>Ganj, Lucknow                            |  |



**भारत सरकार**

**अहमद कमाल खान**  
Ahmad Kamal Khan  
माता : सलमा खातून  
Mother : Salma Khatoon  
जन्म वर्ष / Year of Birth : 1975  
पुरुष / Male  
7050 3832 1806

**आधार -- आम आदमी का अधिकार**

**सर्वोच्च प्राधिकरण**  
SUPREMACY OF INDIA

पता: : S/O सलमा खातून, ४०१  
सफ़ायर होम्स, निकट हंडा हॉस्पिटल,  
२, फॉन ब्रेक एवेन्यू, सरोजिनी नायडू  
मार्ग, हज़रतगंज, लखनऊ, महानगर,  
उत्तर प्रदेश, 226001

Address: S/O Salma Khatoon,  
401 SAPPHIRE HOMES  
NEAR HANDA HOSPITAL, 2,  
FAWN BRAKE AVENUE  
SAROJINI NAIDU MARG,  
Hazratganj, Lucknow G.P.O.,  
Lucknow, Uttar Pradesh,  
226001

1947  
1990 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,  
Bengaluru-560 001

8009002222

Business



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भारत सरकार





अरीबा खान  
Areeba Khan  
समिपाक : सलमा खातून  
Guardian : Salma Khatoon  
जन्म वर्ष / Year of Birth : 1976  
महिला / Female  
E097 9246 4548



आधार — आम आदमी का अधिकार

भारत सरकार



समिपाक : सलमा खातून  
समिपाक : सलमा खातून  
समिपाक : सलमा खातून

पता : : C/O सलमा खातून, ४०१  
सफायर होम्स, निकट हांडा हॉस्पिटल,  
२, फॉन ब्रेक एवेन्यू, सरोजिनी नायडू  
मार्ग, हजरतगंज, लखनऊ, सलमान,  
उत्तर प्रदेश, 226001

Address: C/O Salma Khatoon,  
401 SAPPHIRE HOMES  
NEAR HANDA HOSPITAL, 2,  
FAWN BRAKE AVENUE  
SAROJINI NAIDU MARG,  
Hazratganj, Lucknow G.P.O.,  
Lucknow, Uttar Pradesh,  
226001

 1947  
1800 120 1947

 help@uidai.gov.in

 www.uidai.gov.in

 P.O. Box No. 1947,  
Bengaluru-560 001



*Salma*

*Salma*



**भारत सरकार**

**यजमा खातून**  
Salma Khatoon

जन्म वर्ष / Year of Birth : 1948  
महिला / Female

6199 8175 5739

**आधार — आम आदमी का अधिकार**

**भारत सरकार**

**आधार प्रमाणिकरण**

पता : : W/O नसर जमील खान,  
४०१ सफावर होम्स निकट हांडा  
हॉस्पिटल, २, फॉन ब्रेक एवेन्यू, सरोजनी  
मार्ग, हजरतगंज, लखनऊ,  
लखनऊ, उत्तर प्रदेश, 226001

Address: W/O Nasar Jall  
Khan, 401 SAPPHIRE  
HOMES NEAR HANDA  
HOSPITAL, 2, FAWN BRAKE  
AVENUE, SARAJINI NAIDU  
MARG, Hazratganj, Lucknow  
G.P.O., Lucknow, Uttar  
Pradesh, 226001

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1800 179 1947

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Bengaluru-560 001

8009002222

Business



Salma Khatoon



स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

AIYPK4949C



नाम /NAME

SALMA KHATOON

पिता का नाम /FATHER'S NAME

MANZOOR AHMAD

जन्म तिथि /DATE OF BIRTH

20-05-1948

अर. नं. सीट

हस्ताक्षर /SIGNATURE

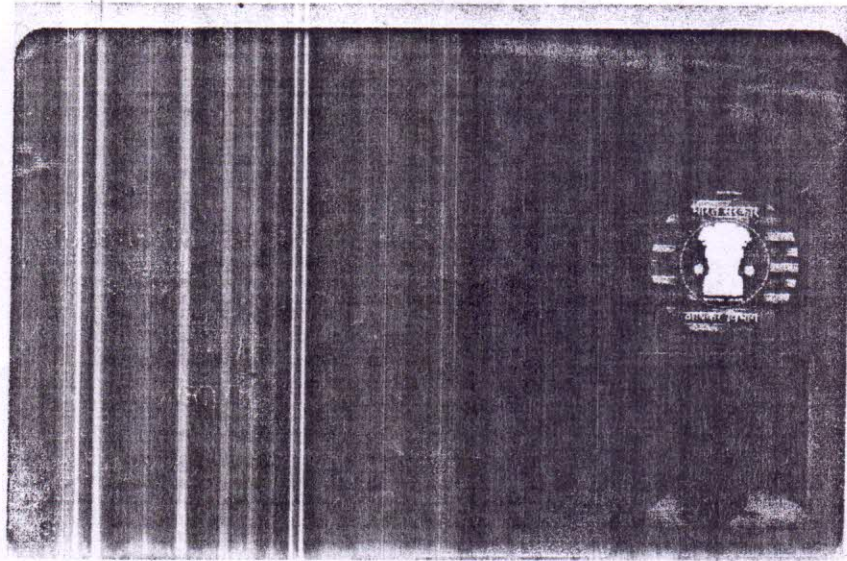
आयकर आयुक्त, लखनऊ

Salma Khatoon

COMMISSIONER OF INCOME-TAX, LUCKNOW

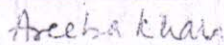
Salma Khatoon





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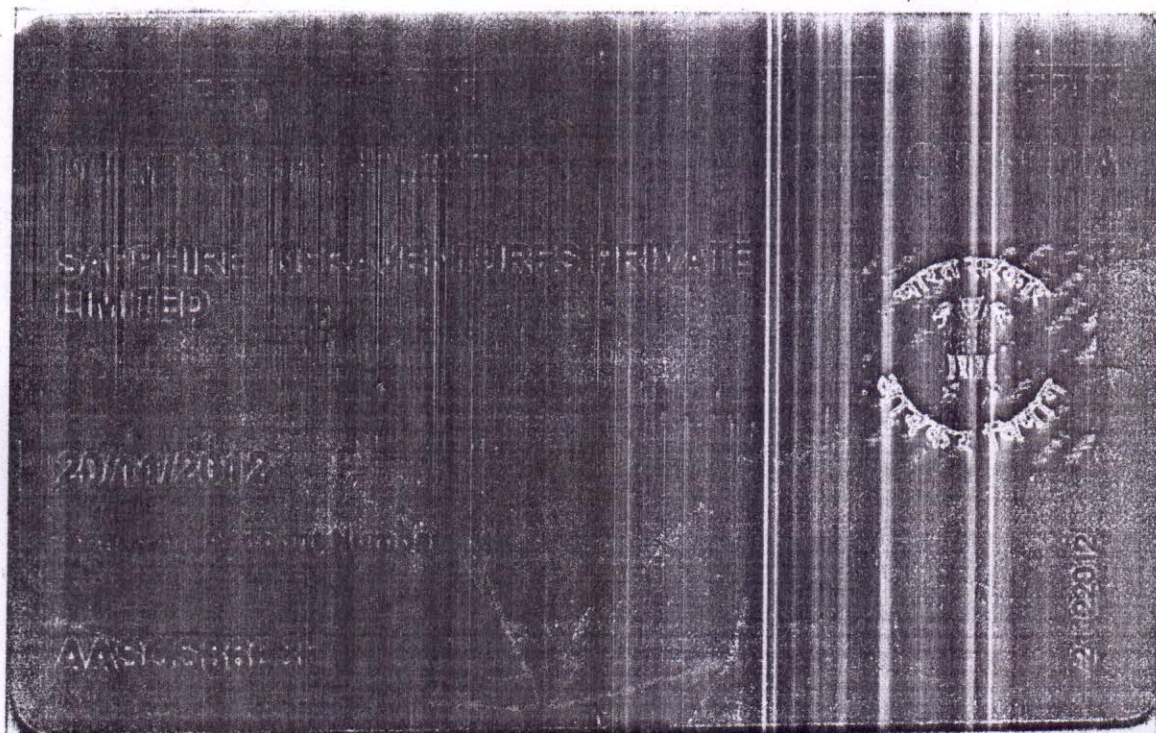
|                                               |                                                                                     |                                                                                      |
|-----------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER | AITPK2300A                                                                          |  |
| नाम / NAME                                    | AREEBA KHAN                                                                         |                                                                                      |
| पिता का नाम / FATHER'S NAME                   | MASLEHUDDIN KHAN                                                                    |                                                                                      |
| जन्म तिथि / DATE OF BIRTH                     | 02-12-1976                                                                          |                                                                                      |
| हस्ताक्षर / SIGNATURE                         |  | आयकर अधिकारी, लखनऊ<br>COMMISSIONER OF INCOME TAX, LUCKNOW                            |

800 900 2222

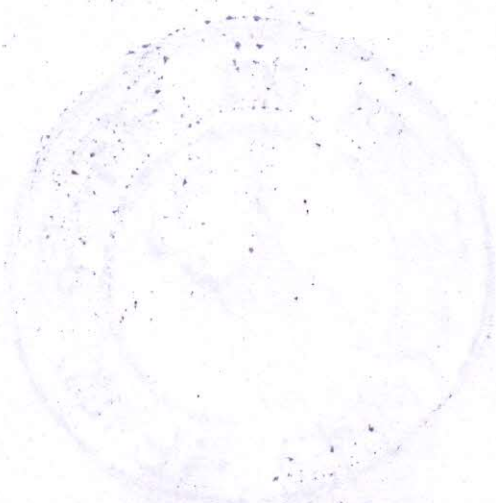
Business

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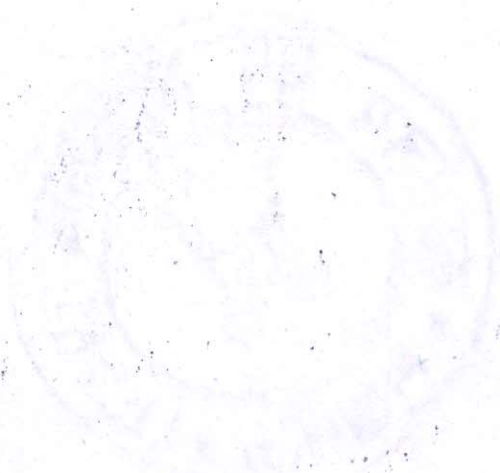
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 **सर्वोच्च सरकार**

**Mohd Kamil Siddiqui**  
 मो: कामिल सिद्दीकी  
 जन्म तिथि/DOB: 01-10-1982  
 पुरुष / MALE  
 2802 4522 5830



**आधार - आम आदमी का अधिकार**



Mob. 8009773865  
 Service

*Handwritten signature and date 10*

 **आधार**

**पता**  
 S/O जहीर बहमद, 544C/331, हार्दोई रोड, हुसैन बाग, बलमास बाग, चौक, लखनऊ, उत्तर प्रदेश-226003

**Address:**  
 S/O Zaheer Ahmad, 544C/331, HARDOI ROAD, HUSSAIN BAGH, ALMAS BAGH, Chowk, Lucknow, Uttar Pradesh-226003



 1800 300 1947  help@uidai.gov.in  www.uidai.gov.in  P.O. Box No. 1947, Bengaluru-560 001



UNION OF INDIA Driving Licence UP NT

UP32A20170009798

जारी करने की तिथि / Date of Issue: 17/02/2017

जन्म तिथि / Date of Birth: 25/10/1989

Blood Group: B+

नाम / Name: SAYED TANVEER HUSSAIN RIZVI

पिता/पति का नाम / Son/Daughter/Wife of: KHADIM HUSSAIN RUMI




Mob: 9956339933

License

*Signature*

UP32A20170009798 UP03667202RS

LMV / MCWG: 17/07/2017 17/07/2017

पता / Address: 546/222 SARFARAJ GANJ LUCKNOW LUCKNOW 226008

जारीकर्ता / Issuing Authority Sign

Holder's Signature

Form 7 (Rule 76(2))



**DETAILS OF EXECUTANTS :**

- (1) **SAPPHIRE INFRAVENTURES PVT. LTD.** a company registered under the provisions of the Indian Companies Act, 1956 having its CIN No.U45400UP2012PTC053718 and Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow through its Director Mr Ahmad Kamal Khan resident of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow.
- (2) **SAPPHIRE SAHKARI GRIH NIRMAAN SAMITI LTD.** A registered society duly registered under the provisions of the Societies Registration Act and having its Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow registration No.3979 and Permanent Place of Business at Mohanlalganj & Bakshi Ka Talab through its Secretary Mr Ahmad Kamal Khan resident

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि०

सचिव

Salma Khatoon

of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow.

- (3) **SAPPHIRE DEVELOPERS**, a partnership firm, registered under the provisions of Indian Partnership Act, 1932 having its Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow through its Managing Partner Mr Ahmad Kamal Khan resident of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow.
- (4) **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
- (5) **AHMAD KAMAL KHAN** son of Late N.J. Khan (Aadhar No.705038321806) resident of 401, Sapphire Homes, 2, Fawn Brake Avenue, S.N. Marg, Lucknow

SAPPHIRE INFRAVENTURES (P) LTD.

DIRECTOR

सफायर सहकारी गृह निमाण समिति लि०

सचिव

For SAPPHIRE DEVELOPERS

PARTNER

*Salma khaloni*



- (6) **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

**CONSORTIUM**

This Consortium is made at Lucknow on this 4<sup>th</sup> day of September, 2019

**AMONGST**

- (1) **SAPPHIRE INFRAVENTURES PVT. LTD.** a company registered under the provisions of the Indian Companies Act, 1956 having its CIN No.U45400UP2012PTC053718 and Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, 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, successors, wholly owned subsidiaries and

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि०

सचिव

Salma Khatoon

the permitted assigns through its Director Mr **Ahmad Kamal Khan resident of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow, duly authorised by Board Resolution dated 21.12.2012.**

**AND**

**(2) SAPPHIRE SAHKARI GRIH NIRMAAN SAMITI LTD.** A registered society duly registered under the provisions of the Societies Registration Act and having its Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow registration No.3979 and Permanent Place of Business at Mohanlalganj & Bakshi Ka Talab (hereinafter referred to as the **"Second Party/Consortium 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, successors and the permitted assigns through its Secretary Mr **Ahmad Kamal Khan resident of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg,**

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि०

सचिव

Salma Khaloon



**Lucknow, duly authorised by Resolution dated 03.11.2010.**

**AND**

**(3) SAPPHIRE DEVELOPERS, a partnership firm, registered under the provisions of Indian Partnership Act, 1932 having its Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow (hereinafter referred to as the "Third Party/Consortium 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, successors, wholly owned subsidiaries and the permitted assigns through its Managing Partner Mr Ahmad Kamal Khan resident of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow, duly authorised by the other partners.**

**AND**

**(4) MRS. AREEBA KHAN wife of Mr. Ahmad Kamal Khan (Aadhar No.609792464548, resident of 401,**

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि०

सचिव

Salma Khatoon

**Sapphire Homes, 2, Fawn Brake Avenue, S.N. Marg, Lucknow (PAN NO.AITPK2300A)** (hereinafter referred to as the **"Fourth Party/Consortium 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, successors and the permitted assigns)

**AND**

**(5) AHMAD KAMAL KHAN son of Late N.J. Khan (Aadhar No.705038321806) resident of 401, Sapphire Homes, 2, Fawn Brake Avenue, S.N. Marg, Lucknow (PAN NO.AITPK2450M)** (hereinafter referred to as the **"Fifth Party/Consortium 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, successors and the permitted assigns).

**AND**

**(6) SMT. SALMA KHATOON wife of Late N.J. Khan (Aadhar No.619961755739) resident of 401,**

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि०

सचिव

Salma Khatoon



**Sapphire Homes, 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow (PAN NO. AIYPK4949C)** (hereinafter referred to as the **"Sixth Party/Consortium 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, successors and the permitted assigns).

**WHEREAS** Party No.1 is the Lead Member of the consortium and party no.2 to 6 are the other consortium members which expressions unless repugnant to the context of meaning thereof, be deemed to include their nominees, successors, wholly owned subsidiaries and the permitted assigns.

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

**AND WHEREAS** the parties to this consortium have formed this consortium in continuation of earlier consortium dated 15.12.2017 to develop the property

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For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निमाष समिते लि०

सचिव

Salma Khatoon

i.e. land situated at Village-Kasimpur Biruha, Pargana & Tehsil - Mohanlalganj and District Lucknow (hereinafter referred to as "Project Land").

NOW THEREFORE, in consideration of the mutual covenant, terms and conditions and understanding set forth in this Agreement (hereinafter referred to as the "said agreement") and other good and valuable considerations adequacy of which are hereby mutually acknowledged the parties with the intent to be legally bound, hereby agree as follows :-

**NOW THIS CONSORTIUM 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 project to be developed by the lead member on the said land being subject matter of this agreement shall be named and known as **"SAPPHIRE ROYALE"**

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि०

सचिव

Salma Khatoon



### 3. SCOPE OF THE AGREEMENT

- a. That in terms of this consortium the lead member shall complete the entire project at its own cost and expenses and the entire sale proceeds of the project shall be credited to the dedicated account of lead member and thereafter the same shall be distributed amongst other members in proportion to their respective shares after clearing of all expenses, development charges, dues and bank liens if any.
- b. All the parties confirm that the ratio as decided amicably is adequate for the rights being provided to either party or the parties shall never challenge the correctness or the adequacy of their ratio at any time in the future against Transferees and transferees third parties shall get a good perfect and marketable title therein, free from any defect, to them.
- c. That for the consideration as agreed in this Consortium the party No.2 to 6 hereby have assigned to the first party

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

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सचिव

Salma Klabon

all its rights and interest in/of the project, marketing and booking/allotment/sale etc. In favour of prospective buyers of residential project/project to be built on said land after getting lay out sanctioned by the competent authority.

- d. 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 Lead Members. It is further agreed between the parties that for the purpose of obtaining such permission clearances, licenses, approvals or sanctions, the Lead Members shall act on their own. However, on request of the Lead Member, the party No.2 to 6 shall always make available all the original document pertaining to the said land as may be required to be produced before various statutory authorities in connection with the

SAPPHIRE INFRAVENTURES (P) LTD.

DIRECTOR

सफायर सहकारी गृह निमाण समिते लि०

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For SAPPHIRE DEVELOPERS

PARTNER

Salme Khatoon



approvals, licenses etc. of the residential project

- e. That there is no transfer of land through this instrument.
- f. That during the term of the development if any problem or obstruction from any Govt. Department 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 project is halted then in that case it shall be duty of all the parties to fulfil 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 project work would be resumed at the earliest and that delay will not be considered

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For SAPPHIRE DEVELOPERS

DIRECTOR

सफायर सहकारी गृह निर्माण समिति लि०

साधिव

PARTNER

Salma Khatoun

or calculated in the Time duration for completion of the project.

g. That if during the development, it is felt that the layout plan needs to be modified then the lead member at its own cost shall get the same modified from the appropriate authority however, the final layout in case of any modification needs not to be approved by all the parties before submission to such authority for modification.

h. That the party No.2 to 6 or anybody claiming through them shall not interfere with or obstruct in any manner with the execution and completion of work of development of the Project.

i. The Lead Member shall have the exclusive right of marketing and accept the bookings of the units to be developed in the entire project. All the bookings made in the project to be presumed as accepted and agreed by

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For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

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सचिव

Salma Khatoon



Party No.2 to 6 also. Lead Member shall get the brochures printed and advertise the project in the media and by other means at its costs.

- j. That the sale proceeds received from the allottees or prospective buyers will be deposited in the Rera designated account.
- k. 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 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 instalments and such other payments and this book of accounts be readily available to the other members of this consortium for inspection.

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि.

सचिव

Salma Khaloon

1. That all the sale deeds/agreement to sell/allotments/demand letters etc. in favour of prospective buyer/allotees will be executed by lead member and if required party No.2 to 6 will also join in the schedule documents.

m. That the party No.2 to 6 have assured that project land is wholly free from all encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorised occupations, claims and litigations, whatever. That party No.2 to 6 further agrees and undertakes to keep the said plot free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorised occupations, claims and litigations and shall keep thereof absolutely free and saleable at all time hereof.

n. The Lead Member and if required other members of this consortium shall sign and

SAPPHIRE INFRAVENTURES (P) LTD. For SAPPHIRE DEVELOPERS

DIRECTOR

PARTNER

सफायर सहकारी गृह निर्माण समिति लि०

सचिव

Salma Khalom



execute, without any fail, all necessary deeds, forms, applications and other documents whenever required to deal with or to take approvals, permissions consent etc. from any competent authority for development of said project.

- o. That the lead member 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 lead member may deem fit, on the project land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/customers to the site.
- p. That the lead member 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

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DIRECTOR

सचिव

PARTNER

Salma Khaloon

(for getting their individual units funded). Lead Member and party No.2 to 6 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 to 6 are giving their consent and giving all the rights to lead member to do all such acts which are required for satisfaction of Banks and allottees, and as such acts done by lead member will always be considered as acts done by party no.2 to 6.

- q. All cases/litigations, civil, criminal, consumer pertaining to the delay in development, construction, possession, labour or workmen dispute shall be defended by the lead member at its own cost and expenses. The lead member shall abide and comply with all labour laws and Minimum Wages Act and be responsible for

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any accident at the development site. Party No.2 to 6 shall not be responsible for that.

- r. That the lead member is hereby also authorised and entitled by all the other parties of this consortium to mortgage the land of the project to be developed in favour of any financial institution / Bank, without the intervention and consent of any party. But that loan amount is to be utilized exclusively for the purpose of completion of this project only.
- s. The cost of stamping, registration etc., of this consortium and other paper pertaining to this consortium has been borne by the Lead member.
- t. That either party cannot terminate this agreement or rights delivered to lead member till the sale and completion of the project.

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PARTNER

*Salma Khaloon*

*Salma Khaloon*

#### 4. PROJECT MANAGEMENT AND RULES OF THE MEMBERS

That this consortium shall act as private developer as per definition of Development Authority and arrange for land finances for the project.

#### 5. NOTICES

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 despatched within 7 business days after being deposited in the post, postage, prepaid by the speed post available and by registered mail to such party at its address as such party may thereby specify for such purpose to the other by notice in the writing to both the parties at their respective registered offices/offices given under:-

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PARTNER

*Salina*

*Salina Khatoon*



**FIRST PARTY - SAPPHIRE INFRAVENTURES PVT. LTD.**

**ADDRESS** - Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow

**SECOND PARTY - SAPPHIRE SAHKARI GRIH NIRMAAN SAMITI LTD.**

**ADDRESS** - Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow.

**THIRD PARTY - SAPPHIRE DEVELOPERS**

**ADDRESS** - Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow

**FOURTH PARTY - MRS. AREEBA KHAN**

**ADDRESS** - 401, Sapphire Homes, 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow

**FIFTH PARTY - AHMAD KAMAL KHAN**

**ADDRESS** - 401, Sapphire Homes, 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow

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DIRECTOR

सहायक सहकारी गृह निर्माण समिति लि०

साथि

For SAPPHIRE DEVELOPERS

PARTNER

Salma Khatun

## **SIXTH PARTY - SMT. SALMA KHATOON**

**ADDRESS** - 401, Sapphire Homes, 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow

### **6. CONFIDENTIAL INFORMATION**

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 and secret and shall not disclose the same to any third party or shall not use the said confidential information for any other purpose and works assigned under this consortium.

### **7. MODIFICATION**

No modification, representation, promise or consortium in connection with the subject matter

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For SAPPHIRE DEVELOPERS

PARTNER

Salma Khatoon



of this consortium shall be valid unless made in writing and signed by both the parties.

## 8. INDEMNIFICATION

That it is presumed that all the material facts and the truthful history regarding the title of the Project land has been disclosed by the party No.2 to 6 to the lead member 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 to 6, which is noticed, observes and comes to the knowledge of the lead member after the execution of the consortium, then the party NO.2 to 6 shall be responsible to rectify the defect and indemnify the lead member.

## 9. FORCE MAJEURE

- a. Any party who is by reason of force majeure, unable to perform any obligation of condition required by this agreement to be performed.

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PARTNER

Salma Khalon

- 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.

## 10. ARBITRATION AND 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 endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed

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PARTNER

*Zeeka*

*Salma Khaloon*



as soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 15 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 lead member and the party no.2 to 6 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

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For SAPPHIRE DEVELOPERS

PARTNER

Salma Khatoon

आवेदन सं०: 201900821059508

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

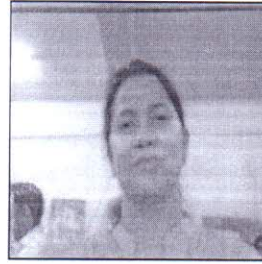
रजिस्ट्रेशन सं०: 187

वर्ष: 2019

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 140 योग : 240

श्रीमती अरीबा खान ,  
पत्नी श्री अहमद कमाल खान  
व्यवसाय : व्यापार  
निवासी: 401 सफायर होम्स, 2 फॉन ब्रेक एवेन्यू सरोजनी नायडू मार्ग, लखनऊ

*Aruba*



ने यह लेखपत्र इस कार्यालय में दिनांक 05/09/2019 एवं 03:07:59 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*[Signature]*

सै. शिखर अख्तर प्रभारी

उप निबंधक : सदर प्रथम

लखनऊ

05/09/2019

सविता सांगल -

निबंधक लिपिक





parties agree to be bound thereby and to act accordingly.

# **11. AMENDMENT**

Any amendment, change or modification or any of the terms, provisions of conditions of this consortium shall be ineffective unless made in writing the signed or initiated on behalf of the parties thereto by their duly authorised representatives. Any written and duly executed agreement, memorandum of understanding and any other documents between both the parties either registered or not shall be deemed to be part and parcel of this registered consortium.

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DIRECTOR

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सचिव

FOR SAPPHIRE DEVELOPERS

PARTNER

Salma Khaloui

श्रीमती सलमा खातून, पत्नी श्री स्व० एन० जे० खान  
निवासी: 401, सफायर होम्स, 2 फॉन ब्रेक एवेन्यू,  
सरोजनी नायडू मार्ग, लखनऊ

व्यवसाय: व्यापार

द्वितीय पक्ष: 1

*Salma Khatoun*



श्रीमती अरीबा खान, पत्नी श्री अहमद कमाल खान  
निवासी: 401 सफायर होम्स, 2 फॉन ब्रेक एवेन्यू,  
सरोजनी नायडू मार्ग, लखनऊ

व्यवसाय: व्यापार

*Arifa Khan*



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता : 1

श्री मो० कामिल सिद्दीकी, पुत्र श्री जहीर अहमद  
निवासी: 544ग/331, अल्मास बाग, हरदोई रोड,  
लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता : 2

*Kamil Siddiki*



श्री सै० तनवीर हुसैन रिजवी, पुत्र श्री खादिम हुसैन  
रिजवी

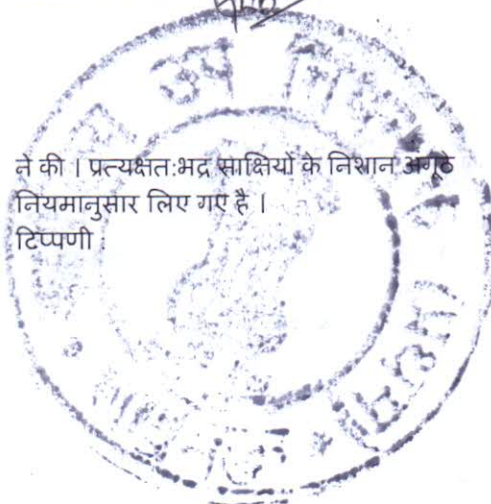
निवासी: 546/327, सरफराजगंज, लखनऊ

व्यवसाय: नौकरी

*Tanveer Hussain Rizvi*



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



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*[Signature]*

सै० शुएब अख्तर प्रभारी  
उप निबंधक : सदर प्रथम  
लखनऊ

सविता सांगल -  
निबंधक लिपिक



## 12. MISCELLANEOUS

a. That all originals in respect of the said project (except title documents) including the permission, approvals and sanctions, necessary for the project, shall be at all times held by the lead member 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 to 6.

b. That the lead member shall at all times ensure that there is no deviation from the sanctioned plan.

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DIRECTOR

सफायर सहकारी गृह निमाण समिति लि०

साथिव

For SAPPHIRE DEVELOPERS

PARTNER

Salma Khatun

आवेदन सं०: 201900821059508

बही सं०: 4

रजिस्ट्रेशन सं०: 187

वर्ष: 2019

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

श्री सफायर इन्फ्रावेन्चर्स प्रा० लि० द्वारा निदेशक अहमद  
कमाल खान, पुत्र श्री स्व० एन० जे० खान  
निवासी: 401 सफायर होम्स, 2 फॉन ब्रेक एवेन्यू,  
सरोजनी नाथडू मार्ग, लखनऊ  
व्यवसाय: व्यापार  
प्रथम पक्ष: 2



श्री सफायर सहकारी गृह निर्माण समिति लि० द्वारा  
सचिव अहमद कमाल खान, पुत्र श्री स्व० एन० जे०  
खान  
निवासी: जी०एफ०-1, सफायर होम्स, 2 फॉन ब्रेक  
एवेन्यू, सरोजनी नाथडू मार्ग, लखनऊ  
व्यवसाय: व्यापार  
प्रथम पक्ष: 3



श्री सफायर डेवलपर्स द्वारा पार्टनर अहमद कमाल खान,  
पुत्र श्री स्व० एन० जे० खान  
निवासी: जी०एफ०-1, सफायर होम्स, 2 फॉन ब्रेक  
एवेन्यू, सरोजनी नाथडू मार्ग, लखनऊ  
व्यवसाय: व्यापार  
प्रथम पक्ष: 4



श्री अहमद कमाल खान, पुत्र श्री स्व० एन० जे० खान  
निवासी: 401, सफायर होम्स, 2 फॉन ब्रेक एवेन्यू,  
सरोजनी नाथडू मार्ग, लखनऊ  
व्यवसाय: व्यापार  
प्रथम पक्ष: 5





**WITNESSES:-**

1.



Mond. Kamil  
410 Zaher Ahmad  
R/o 544/331, Almas  
Bgh, Baraula, Hardeison,  
Lucknow.

2.



Syed Tanveer Husain Rizvi  
S/o Khodim Husain Rizvi  
r/o 546/327, Sarfarazganj  
Hardoi Road, Lucknow

SARFARAZ ADVENTURES (P) LTD.

DIRECTOR

FIRST PARTY

सफाया निमाणे समिति लि०

SECOND PARTY

सचिव

THIRD PARTY PARTNER

FOURTH PARTY

FIFTH PARTY

SIXTH PARTY

**EXECUTANTS**

Drafted By:

Advocate

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

Typed By:

(HARSHIT RASTOGI)

Civil Court, Lucknow

आवेदन सं०: 201900821059508

बही संख्या 4 जिल्द संख्या 625 के पृष्ठ 281 से 334 तक  
क्रमांक 187 पर दिनांक 05/09/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
सै० शुएब आउतर प्रभादी  
उप निबंधक : सदर प्रथम

लखनऊ

05/09/2019

