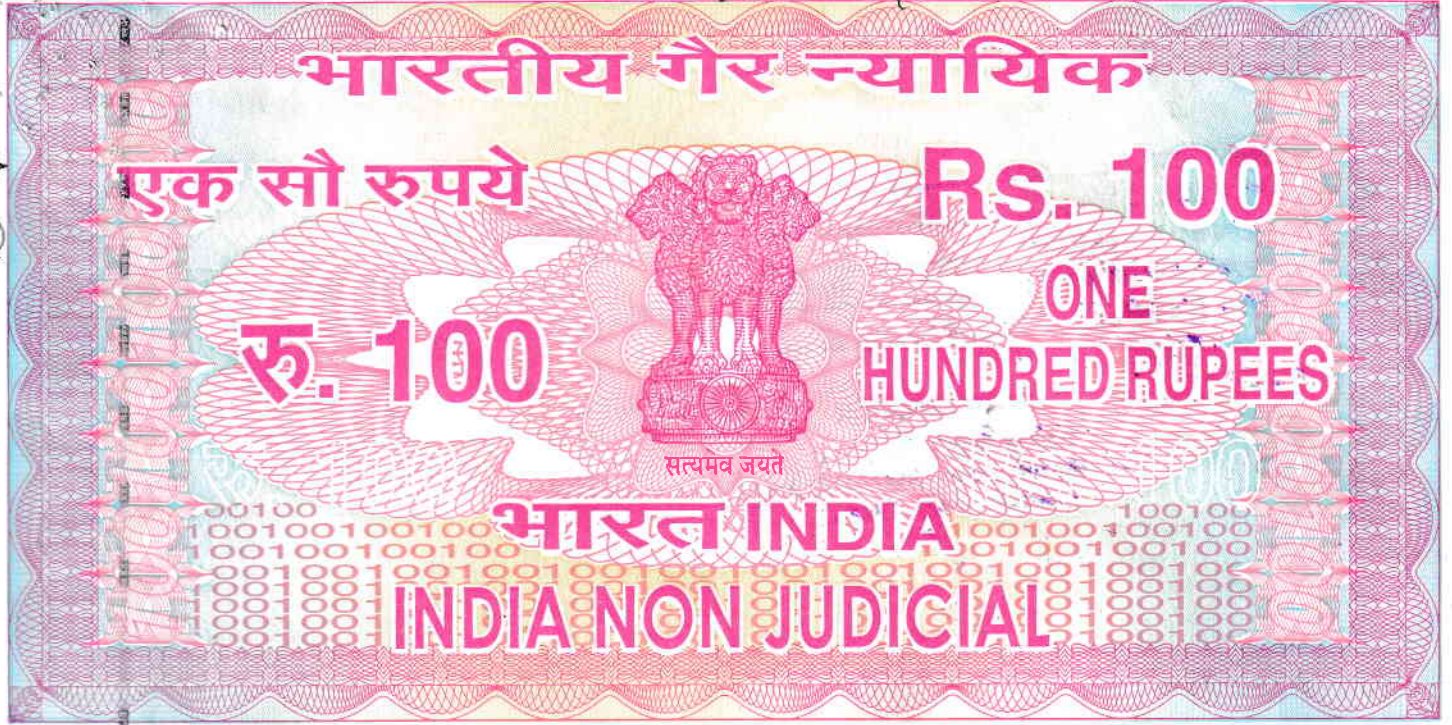


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उत्तर प्रदेश UTTAR PRADESH

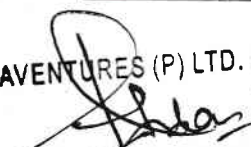
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DETAILS OF INSTRUMENT IN SHORT

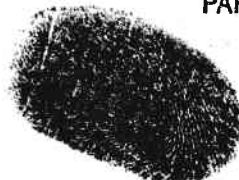
1. NATURE OF DOCUMENT	CONSORTIUM AGREEMENT
2. NAME AND ADDRESS OF THE FIRST PARTY (LEAD MEMBER)	SAPPHIRE INFRAVENTURES PRIVATE LIMITED,

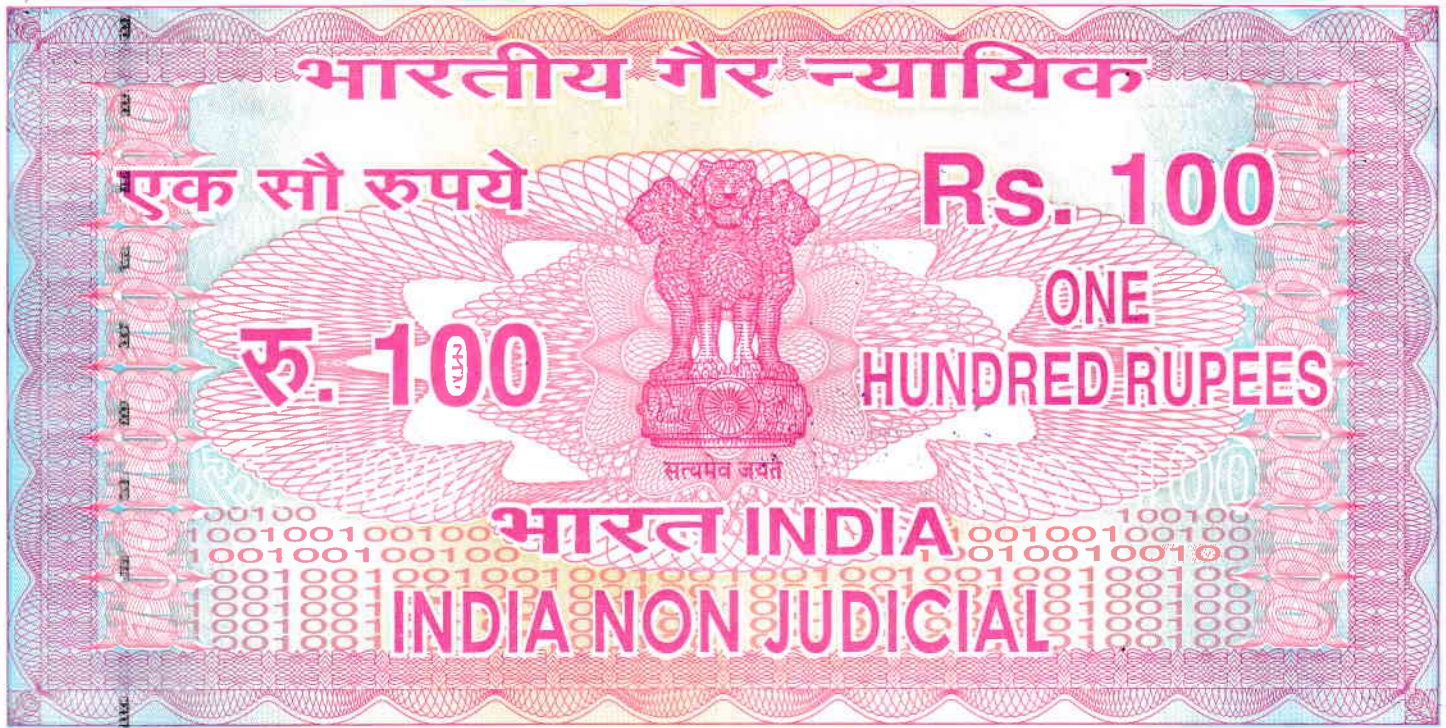
SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER





उत्तर प्रदेश UTTAR PRADESH

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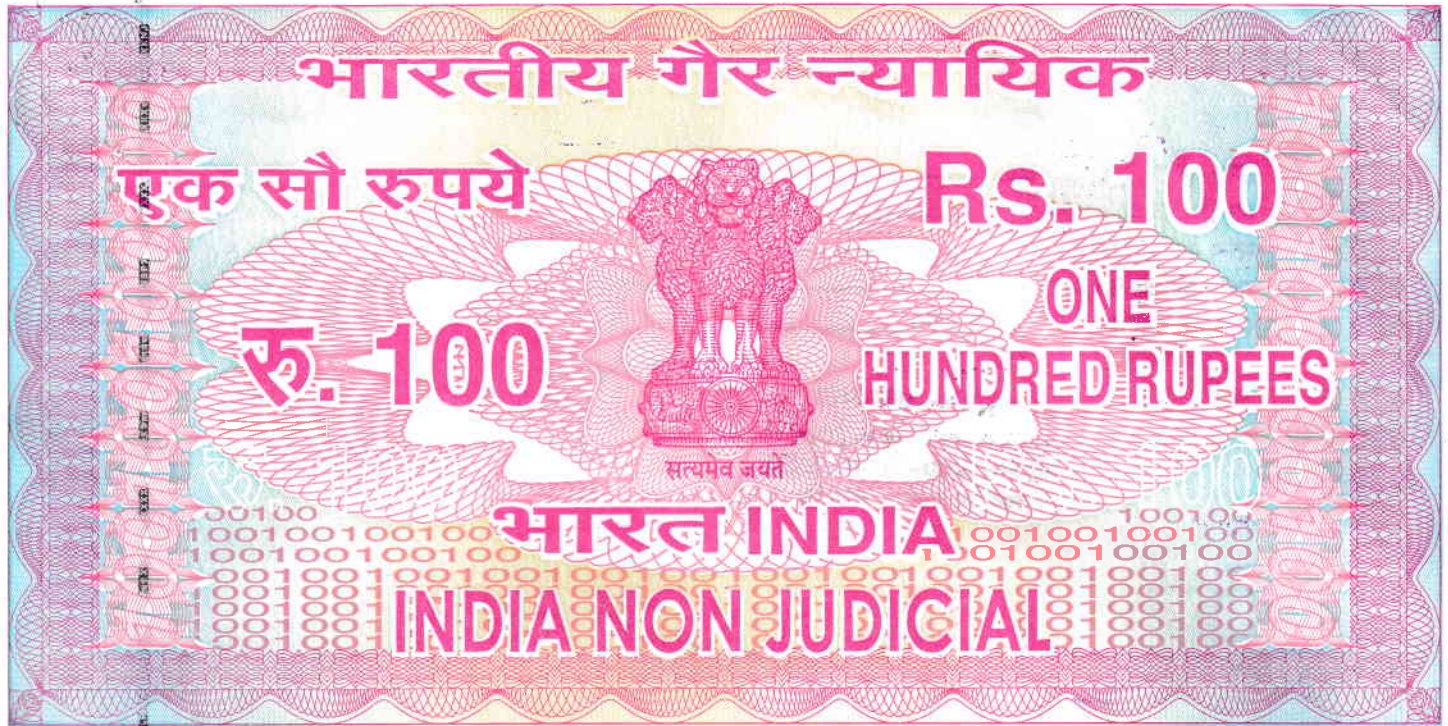
	(CIN: U45400UP2012PT-C053718), a company incorporated under the provisions of the Companies Act, [1956], having its office at Sapphire Central, 9A, Tilak Marg, Dalibagh, Lucknow-226001; (PAN: AASCS3663E represented by its Director, Mr. Ahmad Kamal Khan , son of Mr. Late N.J. Khan, aged 50 years, residing at 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini
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SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS


DIRECTOR


PARTNER



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-3-

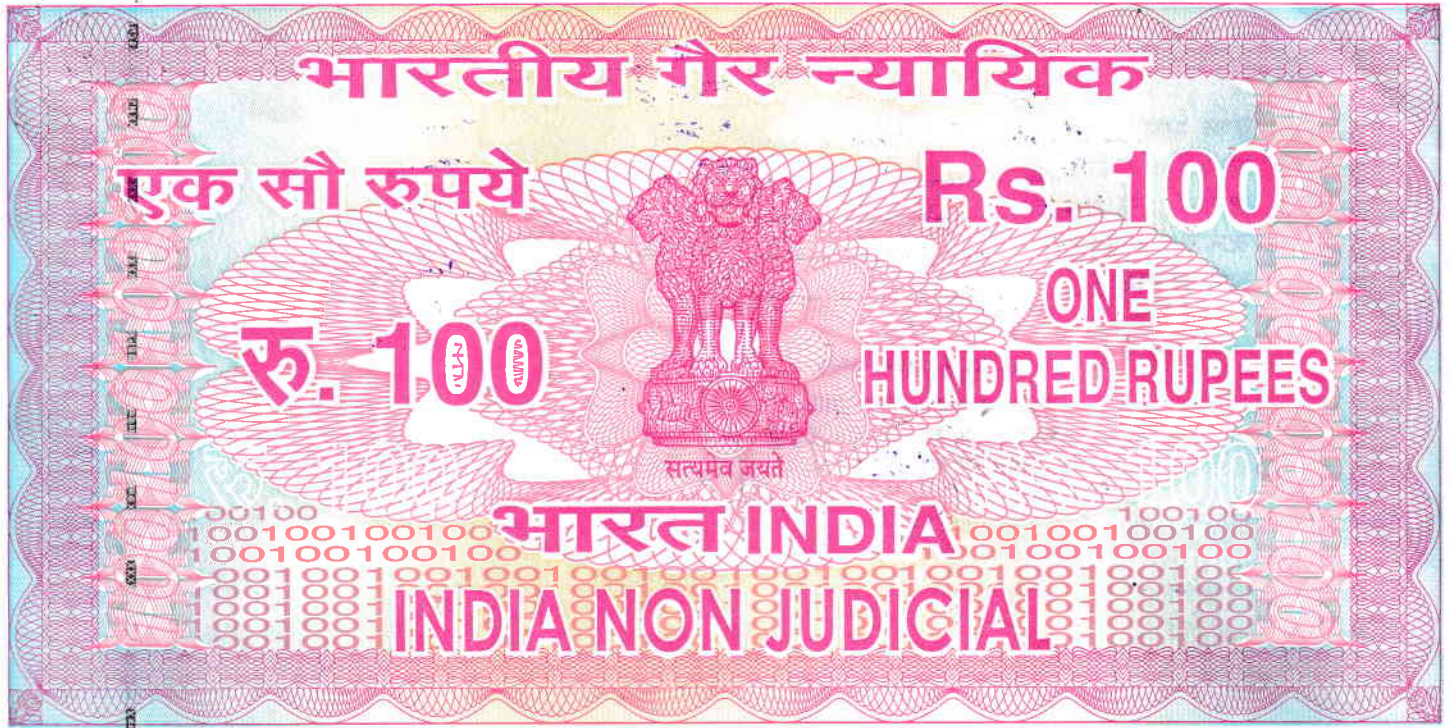
	Naidu Marg, Lucknow-226001. (Aadhar No.: 705038321806; PAN No.: AITPK2450M).
3. NAME AND ADDRESS OF THE SECOND PARTY	M/S SAPPHIRE DEVELOPERS a partnership firm, registered under the provisions of Indian Partnership Act, 1932 having its Registered Office at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg,

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS


DIRECTOR


PARTNER



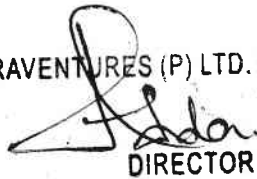
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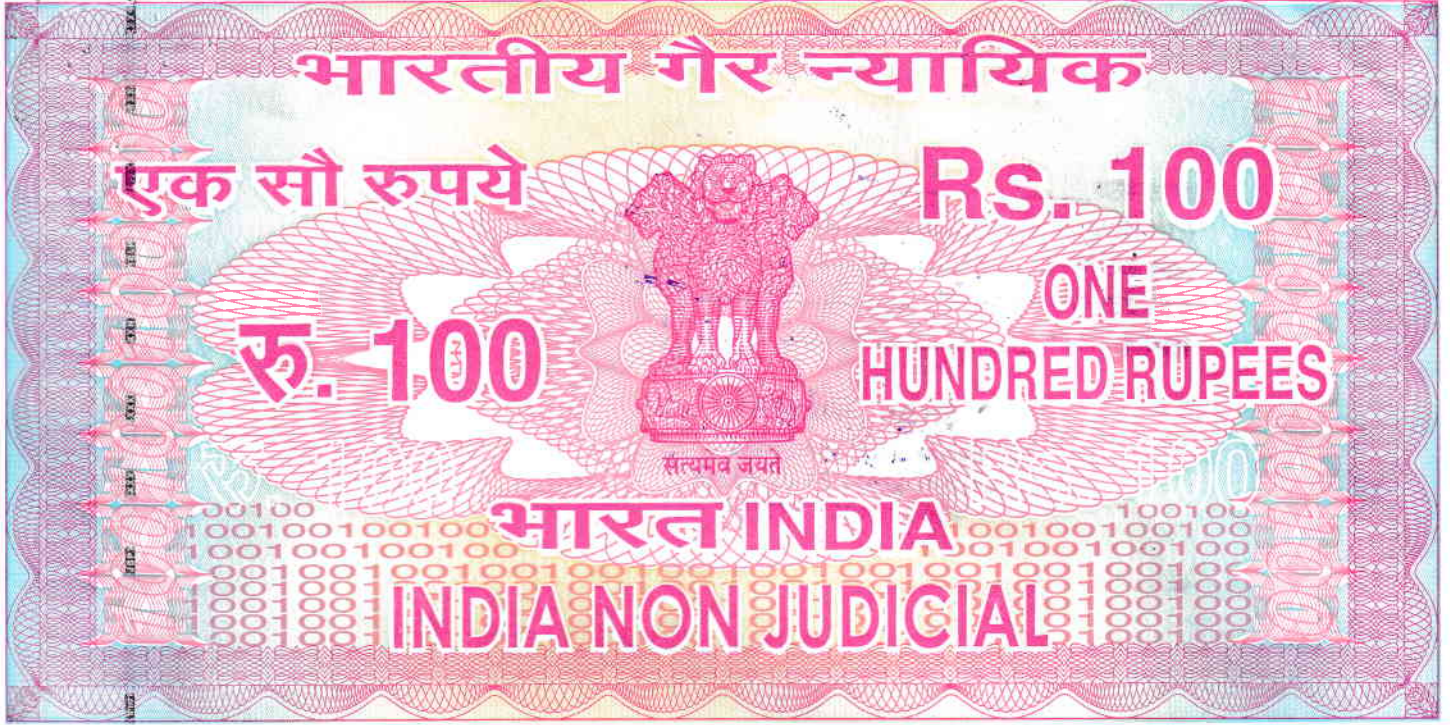
	Lucknow through its Partner and authorised signatory Mr. Ahmad Kamal Khan resident of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow.
4. STAMP DUTY PAYABLE	Rs. 1000/-

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER



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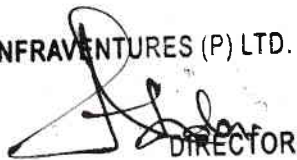
-5-

CONSORTIUM AGREEMENT

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

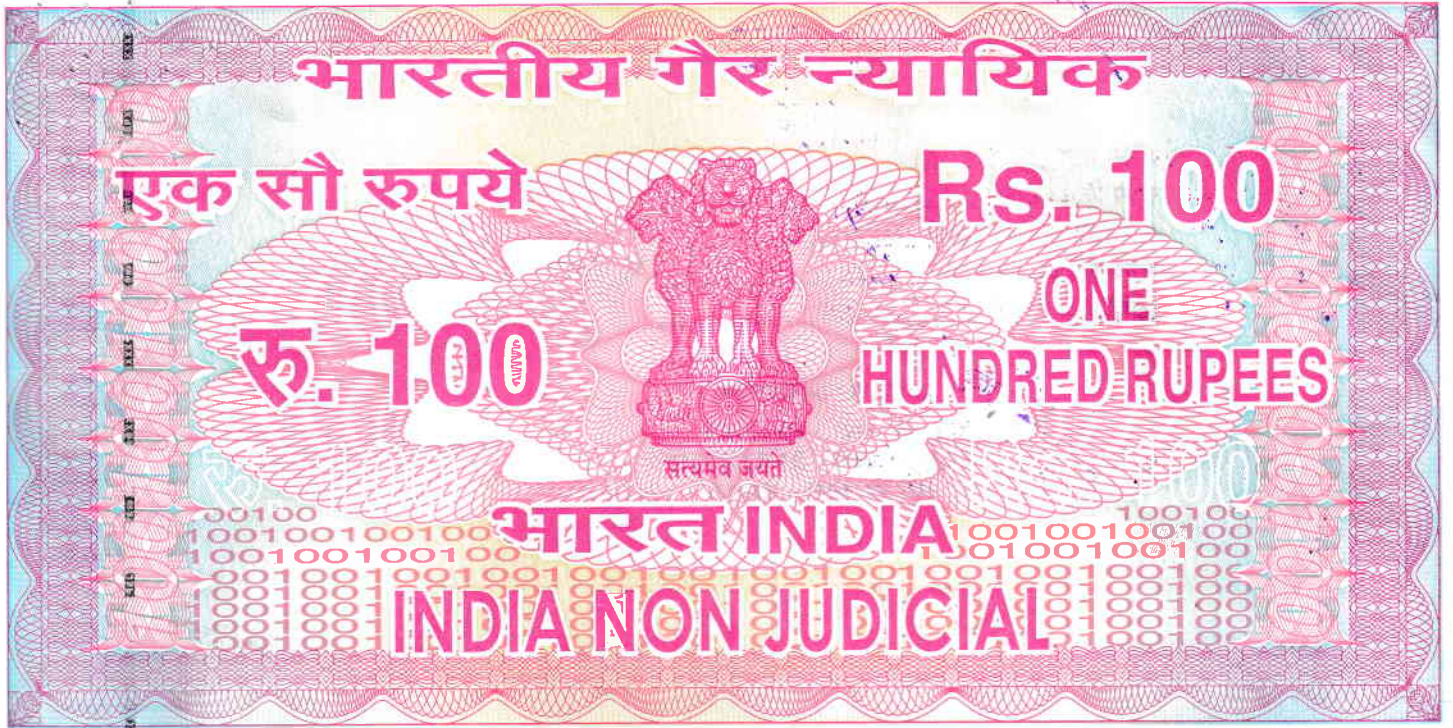
1. **SAPPHIRE INFRAVENTURES PRIVATE LIMITED**, (CIN: U45400UP2012PTC053718), a company incorporated under the provisions of the Companies Act, [1956], having its office at Sapphire Central, 9A, Tilak Marg, Dalibagh, Lucknow-226001; (PAN: AASCS3663E)

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER



उत्तर प्रदेश UTTAR PRADESH

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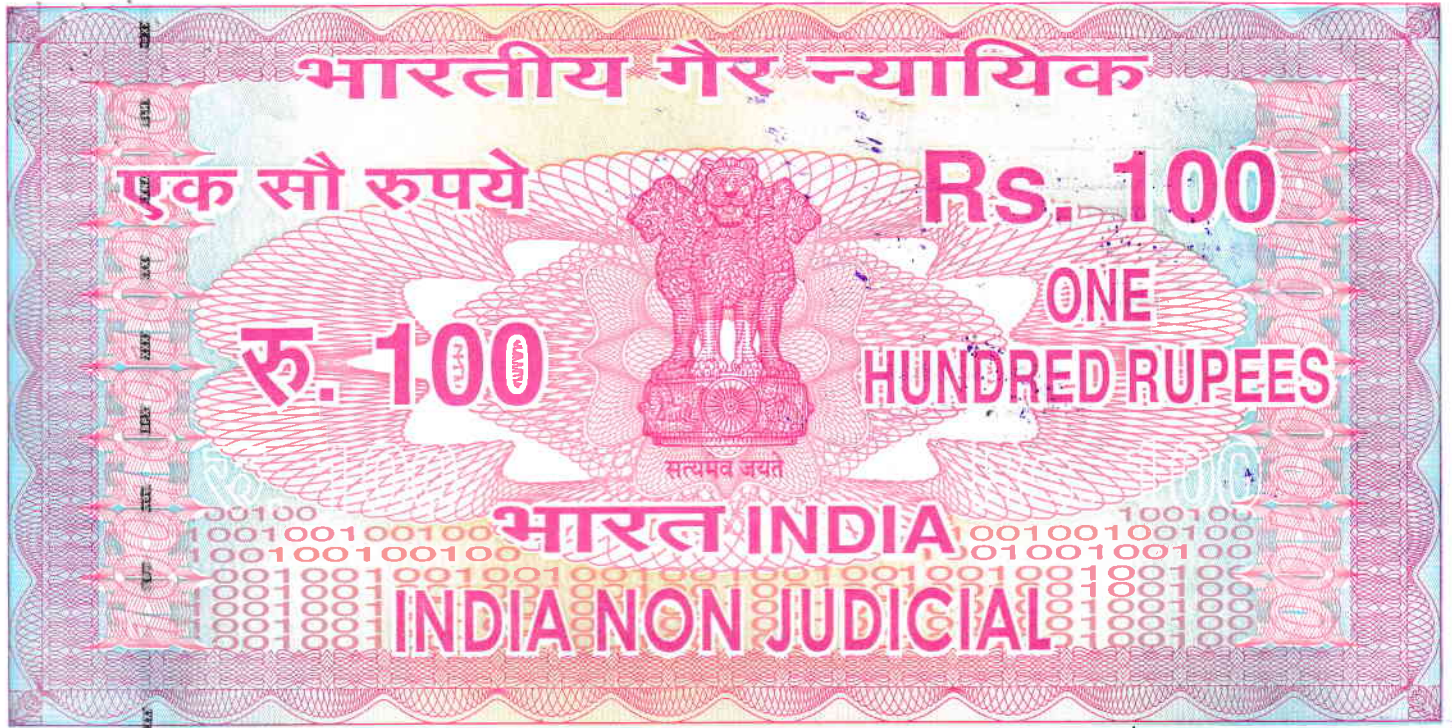
represented by its Director, **Mr. Ahmad Kamal Khan**, son of Mr. Late N.J. Khan, aged 50 years, residing at 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow-226001, (Aadhar No.: 705038321806; PAN No.: AITPK2450M); represented by Authenticated Power of Attorney holder **Mr. Syed 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.

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER



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-7-

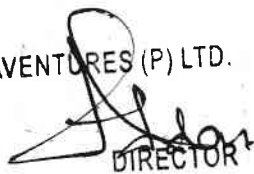
(hereinafter referred to as "**Developer/Lead Member**") (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its directors, legal representatives, nominees, successors & the permitted assigns etc) of the **FIRST PART.**

AND

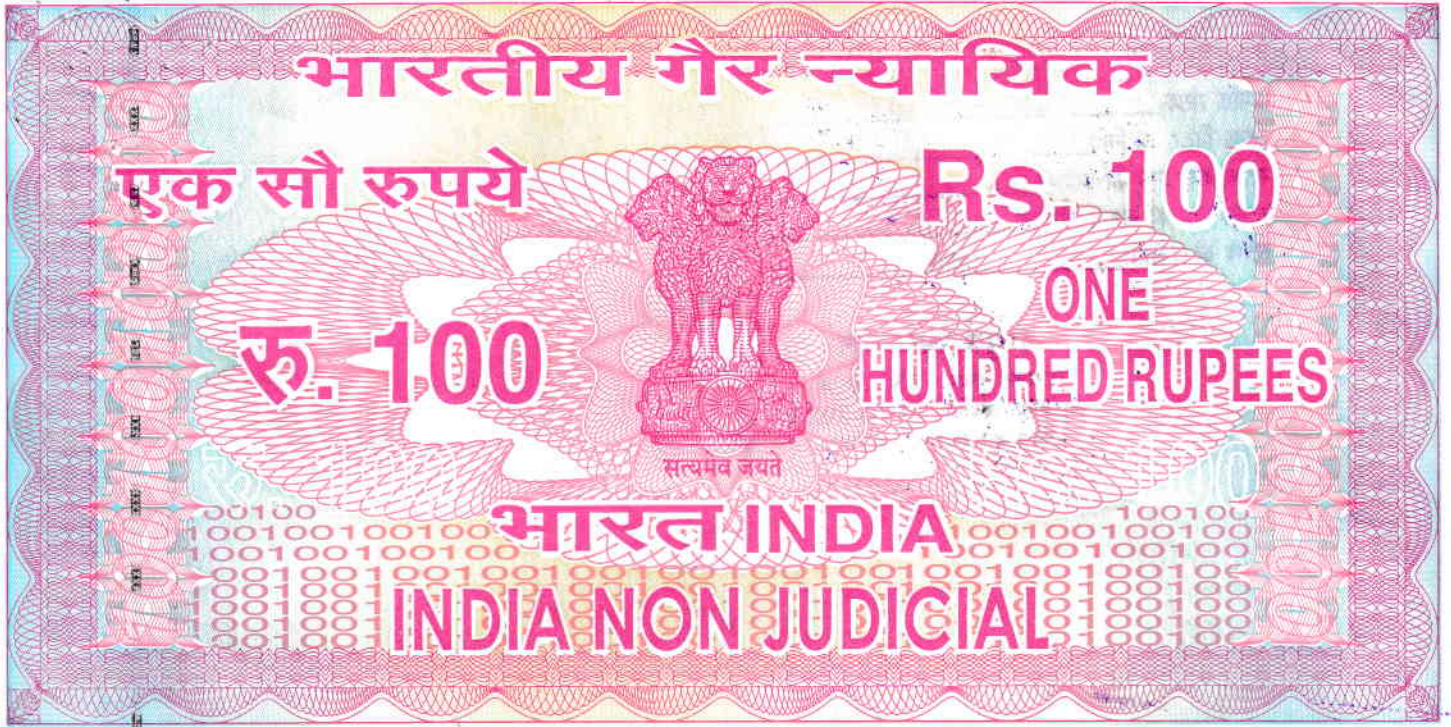
2.M/S SAPPHIRE DEVELOPERS a partnership firm, registered under the provisions of Indian Partnership Act, 1932 having its Registered Office

SAPPHIRE INFRAVENTURES (P) LTD.

For SAPPHIRE DEVELOPERS


DIRECTOR


PARTNER



उत्तर प्रदेश UTTAR PRADESH

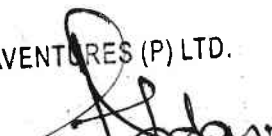
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-8-



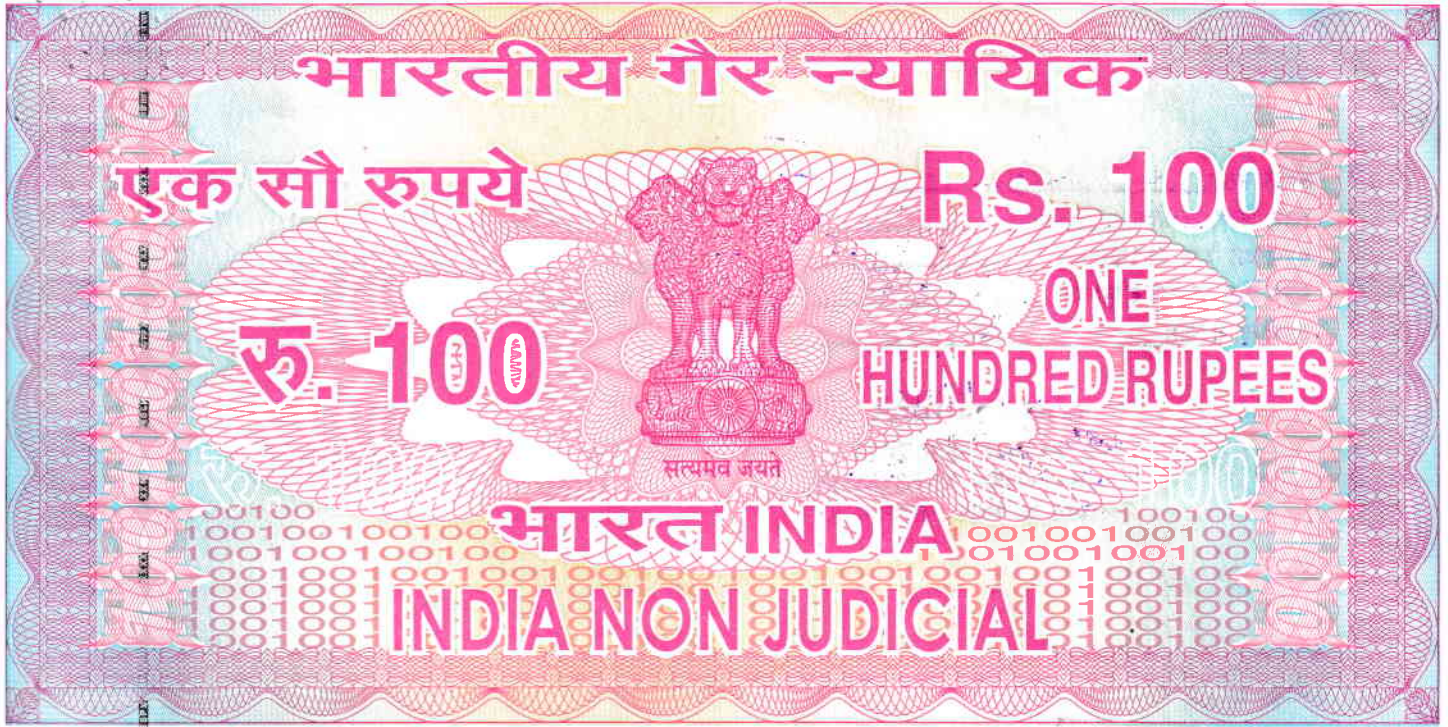
at GF-1, Sapphire Homes 2, Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow through its **Partner and authorized signatory, Mr. Ahmad Kamal Khan**, resident of 401, Sapphire Homes, 2 Fawn Brake Avenue, Sarojini Naidu Marg, Lucknow; represented by Authenticated power of attorney holder **Mohd. Kamil Siddiqui**, duly registered vide Book No. 6; Volume 88; Page No. 23 to 30; Document 26; Dated 07.11.2015 in the office of Sub-Registrar-I, Lucknow hereinafter referred to as the **"Consortium Member"** (which

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER



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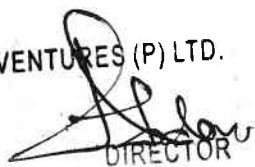
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expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its directors, legal representatives, nominees, successors & the permitted assigns etc.) of the **SECOND PART**.

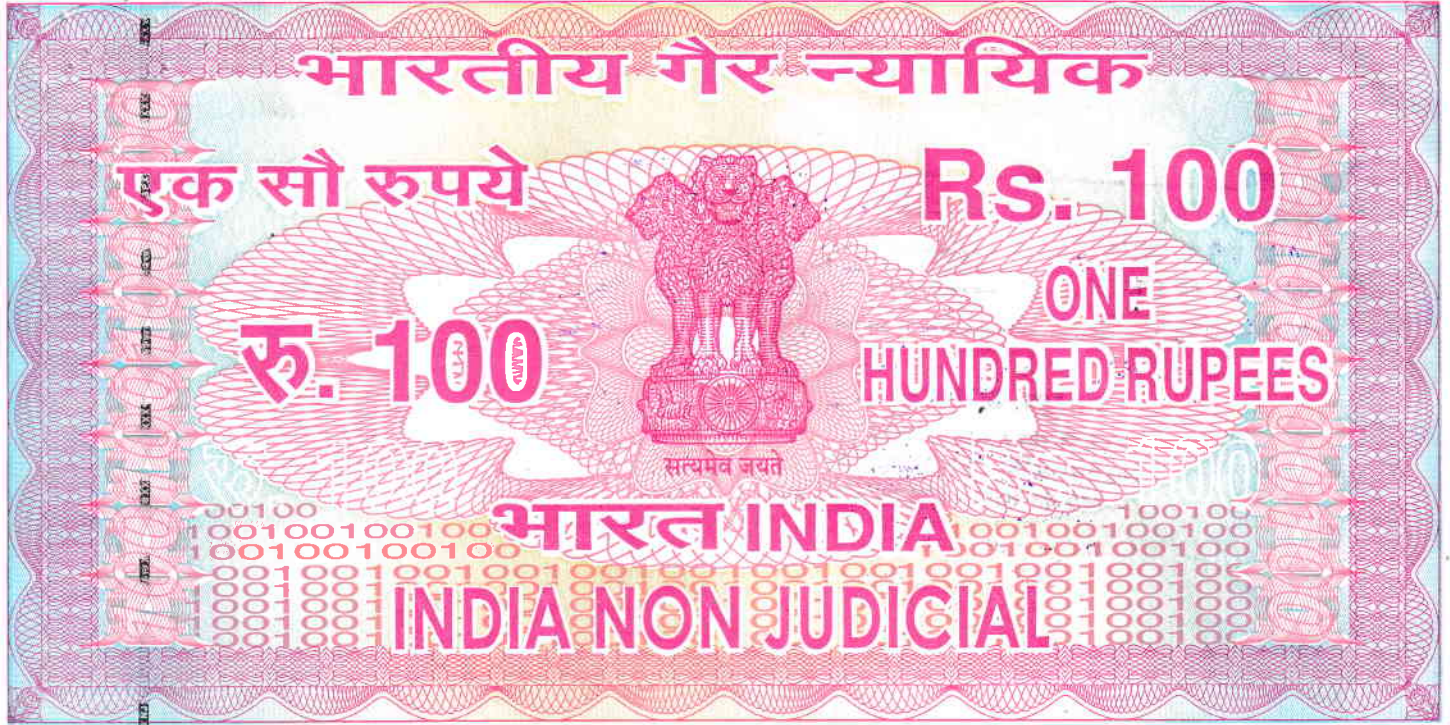
That the **First Party** as mentioned above shall be referred as "**Lead Member**" and the Second Party as mentioned above shall collectively referred to as the "**Consortium members/Parties**" and individually as the "**Party**".

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DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER



उत्तर प्रदेश UTTAR PRADESH

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

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For SAPPHIRE DEVELOPERS


DIRECTOR


PARTNER

2. DURATION

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

3. COORDINATION AND SHAREHOLDING

3.1. The Parties 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 Parties that Sapphire Infraventures Private Limited has been appointed as Lead Member. The Lead Member shall be specifically authorized by the Second Party to make representations and declarations on their behalf. However, both the members of the Consortium shall be individually responsible for discharging his obligation and shall be jointly

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For SAPPHIRE DEVELOPERS



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

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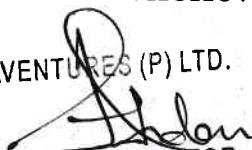
3.5. Both the parties confirm that the ratio is amicably decided and adequate for the rights being provided to either party, and the parties shall never challenge the correctness of the adequacy of their ratio at any time in the future. The lead member shall act as a private developer and it is clarified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

4. RIGHTS AND OBLIGATIONS

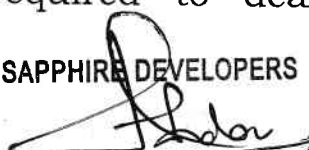
4.1. The lead member is authorized to get the maps/plans sanctioned from Lucknow Development Authority (LDA) for carrying out construction/ development of project & will pay off the dues of the LDA as and when demanded. And the lead member is authorised to get the project registered from the Real Estate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

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

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DIRECTOR

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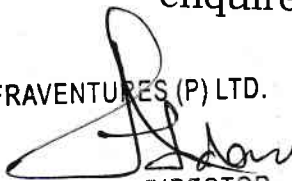

PARTNER

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 calculated in the time duration for completion of the project.

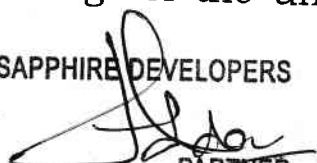
4.4. The lead member shall have right to accept enquires/bookings of the units to be developed

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For SAPPHIRE DEVELOPERS

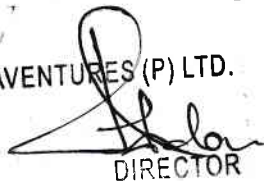


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in the entire project including area falling in the portion of the other consortium member. All the bookings made in the project shall be presumed as accepted & agreed by other consortium member also. The lead member shall be entitled to advertise 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 deeds thereon, with the buyer(s) of the said project including deciding terms related to the consequences of delay, levy of interest, waiving

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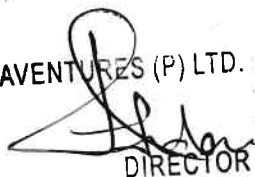
For SAPPHIRE DEVELOPERS


PARTNER

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 parties as mutually agreed by the parties 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 the other Consortium Member.
- 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 and final consideration and issue receipts thereof from the intending buyer(s) and deposit

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For SAPPHIRE DEVELOPERS


PARTNER

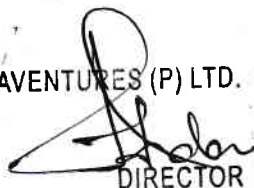
in the RERA designated account. The lead member, however, shall maintain a book of accounts having details of all the booking amounts, advances instalments and such other payments and this book of accounts be readily available to the other member of this Consortium.

4.10 The representations and declarations made by the Lead Member shall be legally binding on both parties of this agreement.

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

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For SAPPHIRE DEVELOPERS



PARTNER

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 Both Members undertake to promptly notify the other 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 Both Members 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 Both Members shall share with and disclose information to each other including confidential information and documents as may be necessary for the Project. The Parties hereby understand and agree that the information shall be used solely for the purpose of the Project and not for

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its own use or for any third-party benefit. That both parties shall be jointly responsible for successful completion and handover of the project.

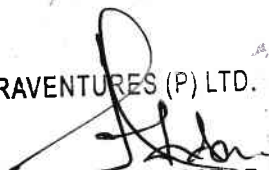
6 LIABILITIES

6.1 The Parties hereby understand and agree that both Members shall jointly be liable for any default with regard to the deliverables of their part under the terms and conditions of this agreement. The Parties shall be jointly responsible for timely delivery of the possession to the home buyers.

6.2 That both consortium members have assured 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 member further agrees and undertakes to keep the said project land free from all encumbrances, injunctions,

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charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigation and shall keep thereof 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 Both Parties 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 Parties 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

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DIRECTOR

For SAPPHIRE DEVELOPERS


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and to perform their obligations under this agreement.

7.2 This agreement constitutes a valid and binding obligation of the parties, 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 parties 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 parties 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.

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PARTNER

8 NOTICES

8.1 Notices, demands or other communication required or permitted to be given or made under this agreement shall be in writing in Hindi or English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.

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.

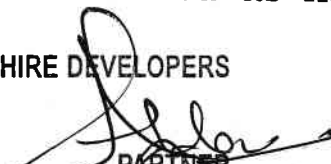
9 ARBITRATION

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

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DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER

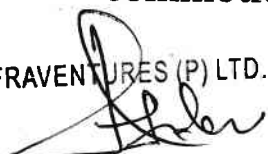
soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 15 days, gives a notice to this effect, to the other party in writing.

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

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER



आवेदन सं०: 202600822013315

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 37

तारीख: 26/03/2026

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 500 प्रतिलिपिकरण शुल्क - 120 योग: 620

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



श्री, सफायर इन्फ्रावेचर्स प्राइवेट लिमिटेड द्वारा निदेशक अहमद कमाल खान द्वारा सेय्यद तनवीर हुसैन रिजवी प्रमाणीकृत मुख्तार
ने यह लेखपत्र इस कार्यालय में दिनांक 26/03/2026 एवं 10:33:41 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रार (नगर) लखनऊ

सीएच.एम.एम.एम.
उप निदेशक (नगर) लखनऊ

In the event of force majeure, the Parties of the 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 the Parties with respect to subject matter of this agreement.

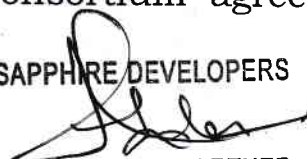
12.2 This agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.

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

SAPPHIRE INFRAVENTURES (P) LTD.


DIRECTOR

For SAPPHIRE DEVELOPERS


PARTNER



आवेदन सं०: 202600822013315

बही सं०: 4

रजिस्ट्रेशन सं०: 37

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

श्री सफायर डेवलपर्स द्वारा पार्टनर अहमद कमाल खान के द्वारा भो० कामिल सिद्दीकी, [SAPPHIRE DEVELOPERS]

पुत्र श्री जहीर अहमद

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

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

कुमारी तान्या पुरी, पुत्री श्री उदय प्रताप पुरी

निवासी: असुरन चुंगी शाहपुर, गोरखपुर, उ०प्र०

व्यवसाय: नौकरी

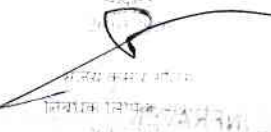
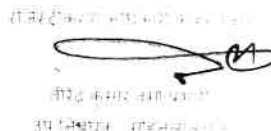
पहचानकर्ता: 2

श्री शिव कुमार, पुत्र श्री राम सूरत

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

व्यवसाय: नौकरी

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



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



12/08/12

SAPPHIRE INFRAVENTURES (P) LTD.

[Signature]
DIRECTOR

FIRST PARTY



2.

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



For SAPPHIRE DEVELOPERS

[Signature]
PARTNER

SECOND 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: 202600822013315

बही संख्या 4 जिल्द संख्या 53 के पृष्ठ 137 से 186 तक क्रमांक 37 पर दिनांक 26/03/2026 को
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



वीरेंद्र कुमार वर्मा प्रभारी

उप निबंधक मोहन सागरम

लखनऊ

26/03/2026

