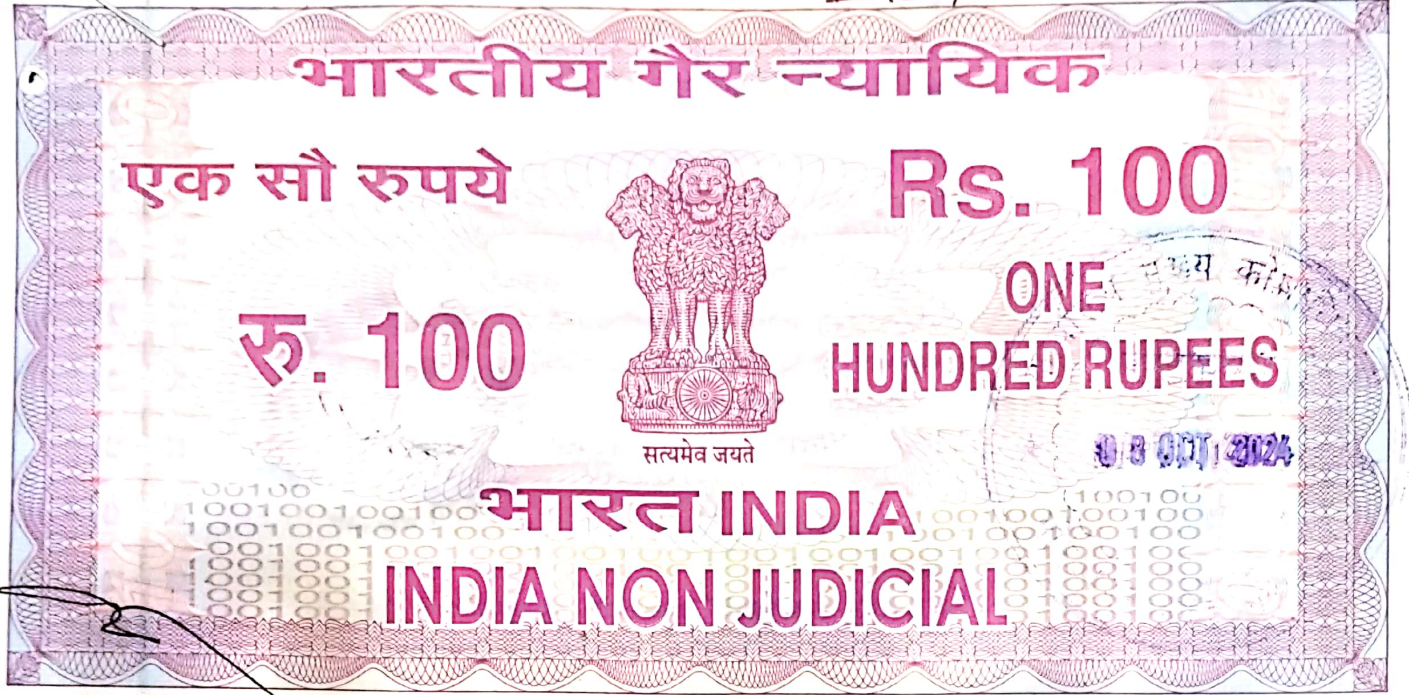
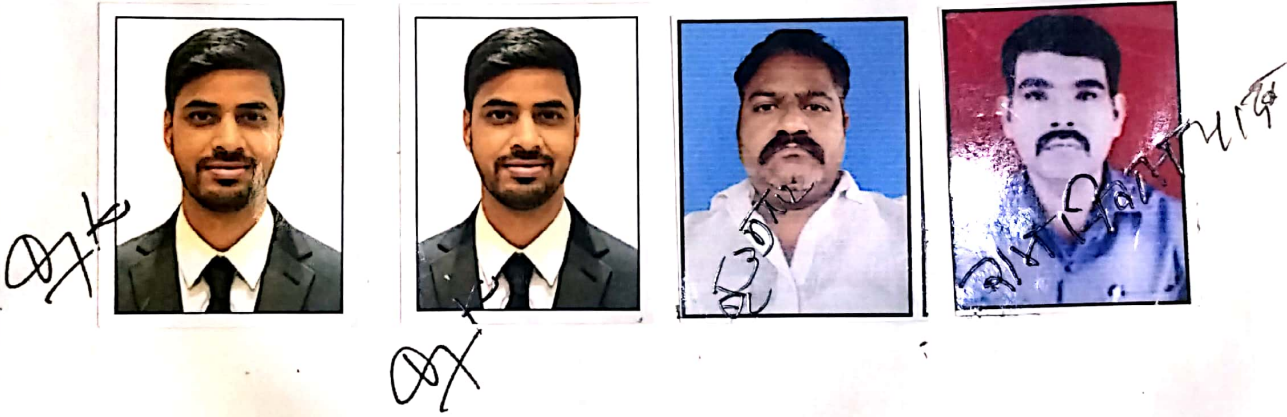


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उत्तर प्रदेश UTTAR PRADESH

GU 716388




CONSORTIUM AGREEMENT

This Consortium Agreement is made & executed at **Gorakhpur** on this 14th day of July 2025 by and between:

- BDMV Developers Private Limited**, (CIN: U45200MH2018PTC314539) a Private Limited Company duly incorporated under the Company Act, 2013 having its registered office 205, Wood Row, Shah Ind Estate, Plot 19, Veera Desai Rd. Village Ambivali, Andheri, Mumbai, Mumbai City, Maharashtra, India, 400058, acting through its Director Mr. Vinayak Kumar (Aadhar no. 545943074965 and PAN For BDMV DEVELOPERS PRIVATE LIMITED


Director


DIRECTOR

No- ADDPV3008K) Bhagwan Das Verma R/o- Flat No- 501/502, 5th Floor, Riviera, J.P. Road, Andheri West, Mumbai, Mumbai Suburban, Maharashtra- 400061 duly authorized vide board resolution dated 11/07/2025 hereinafter called the **"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. **Prabhuji Buildzone Private Limited**, (CIN: U45201UP2014PTC062192) a Private Limited Company duly incorporated under the Company Act, 1956 or 2013 as the case may be having its registered office Shop No. 3, Radha Krishna Trade Centre, Khowa Gali Opp. Sanplaza, Golghar, Gorakhpur, Uttar Pradesh, India - 273001, acting through its Director Mr. Bhagwan Das Verma R/o- Flat No- 501/502, 5th Floor, Riviera, J.P. Road, Andheri West, Mumbai, Mumbai Suburban, Maharashtra- 400061 duly authorized vide board resolution dated 11/07/2025 hereinafter called 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 **SECOND PART;**

That the First Party as mentioned above shall be referred as **"Lead Member"** and both parties as mentioned above shall collectively referred to as the **"Consortium member(s)"**.

That all the Consortium member(s) 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 project land situated in Tahsil- Sadar, District- Gorakhpur, Uttar

For BDMV DEVELOPERS PRIVATE LIMITED


Director

FOR PRABHUJI BUILDZONE PRIVATE LIMITED


DIRECTOR

Pradesh into various real estate projects under the name & style of "VISAY PATH" ("said project");

2. DURATION

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

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 for the purpose of this agreement **M/s. BDMV Developers Private Limited** has been appointed as Lead Member. The Lead Member shall be specifically authorized by Members to make representations and declarations on their behalf. However, every Member of the Consortium shall be individually responsible for discharging his obligation and jointly and severally liable 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 shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all Members of the Consortium are complying with the terms and conditions set out in this agreement.
- 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 mutually agreed ratio, which all the parties 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 or the parties shall never

For BDMV DEVELOPERS PRIVATE LIMITED

FOR PRABHUJI BUILDZONE PRIVATE LIMITED

Director


DIRECTOR



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 sectioned from Gorakhpur Development Authority ("GDA/Competent Authority") for carrying out construction/development of project & will pay off the dues of the GDA as and when demanded.
- 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 fulfill 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 inquires/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.

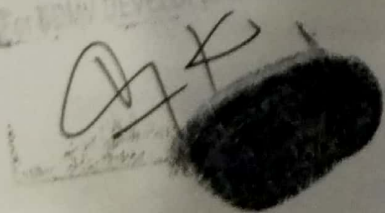
For BDMV DEVELOPERS PRIVATE LIMITED

 Director

FOR PRABHUJI BUILDZONE PRIVATE LIMITED

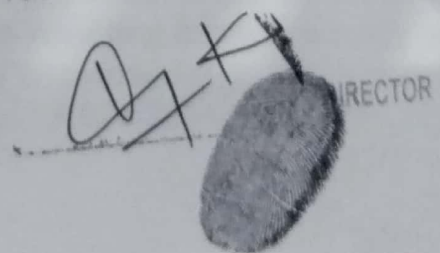
 DIRECTOR

- 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, and agreement with the buyer(s) in the 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. The other members will join the hands in agreements/deeds as when required under the law for successful execution of the transactions.
- 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 representations and declarations made by the Lead Member shall be legally binding on all consortium members of this agreement.
- 4.10 Each Member shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under this agreement.
- 4.11 All cases/litigations, civil, criminal, consumer pertaining to the delay in development, construction, possession, labor or workmen disputes shall be defended by the first party. The first party shall abide and comply with all labor laws and minimum wages act and is responsible for any accident at the construction site and the other consortium members shall not be responsible for that.
- 4.12 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.

FOR PRABHUJI BUILDZONE PRIVATE LIMITED



FOR PRABHUJI BUILDZONE PRIVATE LIMITED

 DIRECTOR

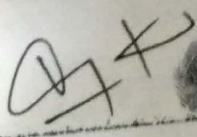
5. RESPONSIBILITIES TOWARDS EACH OTHER

- 5.1 Each Member undertakes to promptly notify each Member about any significant delay in fulfillment 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 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

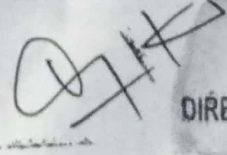
- 6.1. The Members hereby understand and agree that each Member shall be individually liable for any default with regard to the deliverables of his part under the terms and conditions of this agreement. All the members shall be jointly responsible for timely delivery of the possession to the home buyers.
- 6.2. That every consortium member has assured that said project land is free from all encumbrances, injunctions, gifts, liens, attachment, liabilities, tenancies, unauthorized occupation, claims and litigations, whatever. That the other consortium members further agree and undertakes to keep the said project land free from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, claims and litigation and shall keep thereof absolutely free and saleable at all time hereof.
- 6.3. Subject always to such other undertakings and warranties as are provided for in this agreement, All Members shall be jointly 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.

For BDMV DEVELOPERS PRIVATE LIMITED



Director

FOR PRABHWI BUILDZONE PRIVATE LIMITED



DIRECTOR

- 6.4. That the income tax liability shall be shared and borne by the parties hereto in proportion to their share on sharing ratio, if any.
- 6.5. Liability with respect to all the other taxes including GST, service tax etc. shall be borne by the parties at their own. No party shall be held responsible for other's share of liability and consequence in case of default.

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.
- 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.

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

For BDMV DEVELOPERS PRIVATE LIMITED


Director

FOR PRABHUJI BOLDZONE PRIVATE


DIRECTOR

the case of service by delivery in person or by registered post or courier at given address.

9. ARBITRATION

9.1. Any and all disputes or differences between the Members arising out of or in connection with this agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Members.

9.2. Any dispute arising in connection with this agreement which cannot be resolved by the Members in accordance with the terms of this agreement shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The Members agree to comply with the awards resulting from arbitration.

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 Consortium agreement undertake to consult each other.

11. TERMINATION OF AGREEMENT

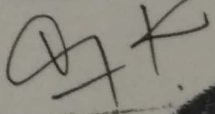
11.1. This consortium agreement shall be valid and enforceable till the completion of the project.

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. Any provisions of this agreement, which are invalid or unenforceable, shall be ineffective to extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

For BDMV DEVELOPERS PRIVATE LIMITED


Director

FOR PRABHUJI BUILDZONE PRIVATE LIMITED


DIRECTOR

- 12.3. This agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.
- 12.4. No title is being transferred through this deed. This is only an agreement for evidence.

IN WITNESS WHEREOF The parties aforesaid have executed this Consortium agreement on the date and year mentioned above and have caused this consortium agreement to be signed on their manner in the manner set out below.

Witness:

1.

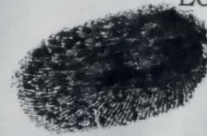
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 विकास कर्मचारी

For M/s. BDMV Developers Private Limited

FOR BDMV DEVELOPERS PRIVATE LIMITED

Director
(Director)

Lead Member



2. राम विवालय पादक संक्रीवा भूखाल
 पादक 84/8 कालेपुर कर्माडी मार्केट
 धाननेध गोरवपुर

For M/s. Prabhuji Buildzone Private Limited

FOR PRABHUJI BUILDZONE PRIVATE LIMITED

Director
(Director)

Consortium Member



Drafted & Typed by

Govind Prajapati

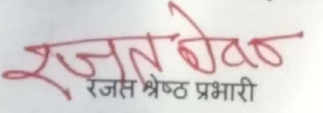
Advocate

Date 14/07/2025

आवेदन सं०: 202500950031197

बही संख्या 4 जिल्द संख्या 359 के पृष्ठ 261 से 278 तक क्रमांक 168 पर दिनांक 15/07/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


रजत श्रेष्ठ प्रभारी

उप निबंधक : सदर प्रथम

गोरखपुर

15/07/2025





आवेदन सं०: 202500950031197

बही सं०: 4

रजिस्ट्रेशन सं०: 168

वर्ष: 2025

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

प्रथम पक्ष: 1

श्री बी०डी०एम०वी० डेवलपर्स प्रा०लि० द्वारा निदेशक के द्वारा विनायक कुमार, पुत्र श्री भगवान दास वर्मा

निवासी: फ्लैट नं०- 591/502, अंधेरी वेस्ट, मुम्बई, महाराष्ट्र- 400061

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री प्रभुजी बिल्डजोन प्रा०लि० द्वारा निदेशक के द्वारा विनायक कुमार, पुत्र श्री भगवान दास वर्मा

निवासी: फ्लैट नं०- 591/502, अंधेरी वेस्ट, मुम्बई, महाराष्ट्र- 400061

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

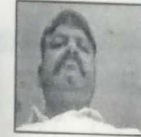
पहचानकर्ता : 1

श्री बृज कुमार यादव, पुत्र श्री हौसिला प्रसाद यादव

निवासी: कौड़ियावाँ, कुरे भार, सुल्तानपुर, उ०प्र०

व्यवसाय: अन्य

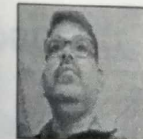
पहचानकर्ता : 2



श्री रामनिवास यादव, पुत्र श्री बाबु लाल यादव

निवासी: 84ब कलेपुर, कबरी मार्केट छात्र संग चौराहा, गोरखपुर

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रजत श्रेष्ठ प्रभारी

उप निबंधक : सदर प्रथम

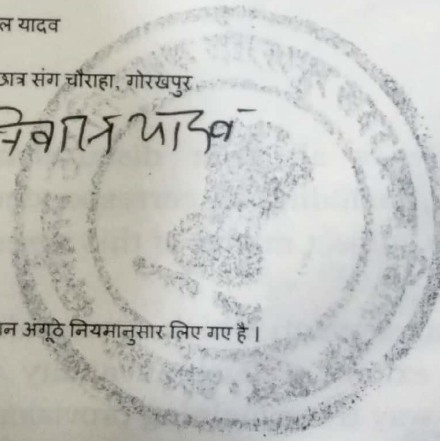
गोरखपुर

15/07/2025

रजत श्रेष्ठ कनिष्ठ सहायक निबंधन

निबंधक लिपिक गोरखपुर

15/07/2025

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




आवेदन सं०: 202500950031197

अनुबंध विलेख/घोषणा पत्र

बही सं०: 4

रजिस्ट्रेशन सं०: 168

वर्ष: 2025

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

श्री प्रभुजी विल्डजोन प्रा०लि० द्वारा निदेशक द्वारा
विनायक कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री भगवान दास वर्मा
व्यवसाय : अन्य

निवासी: फ्लैट नं०- 591/502, अंधेरी वेस्ट, मुम्बई, महाराष्ट्र- 400061



श्री, प्रभुजी विल्डजोन प्रा०लि० द्वारा निदेशक द्वारा विनायक कुमार अधिकृत पदाधिकारी/ प्रतिनिधि
ने यह लेखपत्र इस कार्यालय में दिनांक 15/07/2025 एवं 10:37:17 AM बजे
निबंधन हेतु पेश किया।

23523

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रजत श्रेष्ठ प्रभारी

उप निबंधक : सदर प्रथम

गोरखपुर

15/07/2025

रजत श्रेष्ठ कनिष्ठ सहायक निबंधन

निबंधक लिपिक

15/07/2025

