



INDIA NON JUDICIAL



IN-UP65089427667053Y

Government of Uttar Pradesh

Signature: *[Handwritten Signature]*  
Acc Name: *[Handwritten Name]*  
Acc Code: UPECOI/UP14126204  
Acc Address: *[Handwritten Address]*  
Mo No: 7991212821  
Licence No: *[Handwritten License No]*

e-Stamp

*IV 22/26*

Certificate No. : IN-UP65089427667053Y  
 Certificate Issued Date : 22-Jan-2020 02:21 PM  
 Account Reference : NEWIMPACC (SV)/ up14126204/ GORAKHIPUR/ UP-GRK  
 Unique Doc. Reference : SUBIN-UPUP1412620428160403854400Y  
 Purchased by : DURGA PRASAD MISHRA S O RAMAKANT MISHRA  
 Description of Document : Article 19 Certificate or other Document  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : DA HERITAGE REALINFRA PVT LTD THRU DIR DP MISHRA  
 Second Party : DURGA PRASAD MISHRA S O RAMAKANT MISHRA  
 Stamp Duty Paid By : DURGA PRASAD MISHRA S O RAMAKANT MISHRA  
 Stamp Duty Amount(Rs.) : 1,000  
 (One Thousand only)

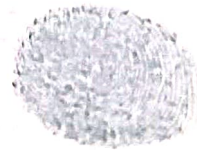


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Statutory Alert:

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3. The onus of ensuring the legitimacy is on the users of the certificate.
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**Pan-AAHCD1706A**

### CONSORTIUM AGREEMENT

This Consortium Agreement is made & executed at **Gorakhpur** on this 19<sup>th</sup> day of January 2026 by and between:

1. **M/s. DA Heritage Real Infra Private Limited**, a company incorporated under the provision of the Companies Act, 1956 or 2013 as the case may be having registered office Haribansh Tola, Jungle Sikari, Gorakhpur, Uttar Pradesh, India, 273010 through Director/ Authorised Signatory **Mr. Durga Prasad Mishra (PAN-ARKPM1768Q)** authorized vide BOD resolution dated 19.01.2026 hereinafter referred to as "**Developer/Lead Member**" (*which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns*) of the **FIRST PART**.

AND

2. **Mr.Durga Prasad Mishra**, Son of Ranakant Mishra, H.N. 332, Jangalsikari Urf Khorabar, Gorakhpur, Uttar Pradesh-273010 (**PAN ARKPM1768Q & Aadhaar No.9364 4231 8505**) hereinafter referred to as "**Consortium Member**" (*which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns*) of the **SECOND 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 member(s)**".

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That all the Consortium member(s) shall collectively be known as "Partiss" 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 at Mauja jungle ramgarh urf chauri tappa and parayana haveli tehsil sadar District-Gorakhpur, Uttar Pradesh into various plotting projects (into Phases or Otherwise) under the name & style of "HERITAGE GREEN" ("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. **DA Heritage Real Infra 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.

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- 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 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 ("Competent Authority") for carrying out construction/development of project & will pay off the dues of the Competent Authority 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.



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- 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.
- 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.

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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.

## 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 plot 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.

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

## 9. ARBITRATION

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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.

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.

**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.

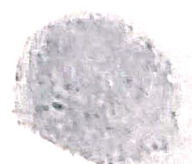
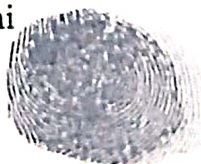
Witness:

दुर्गा उपाय विहार

दुर्गा उपाय विहार

1- Vidhan Kumar Tripathi

विधान कुमार त्रिपाठी



S/o-Jawahar Lal Tripathi  
Add- Jungle Sikri Urf Khorabar, Gorakhpur-273010

**For M/s. DA Heritage Real Infra Private Limited**

रामध्यान

2. Ramdhyan  
S/o- Late Meghnath  
Add-Bhoopghar, Gorakhpur



डा. ज. ल. त्रिपाठी

(Director)  
Lead Member

**For Mr. Durga Prasad Mishra**



डा. दुर्गा प्रसाद मिश्रा

Consortium Member

Drafted by

Anirudh Pandey

Advocate

22.01.2026

mob. No. 9839193959



आवेदन सं०: 202600950002487

अनुबंध विलेख/घोषणा पत्र

वही सं०: 4

रजिस्ट्रेशन सं०: 22

वर्ष: 2026

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 80 योग : 180

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पुत्र श्री रमाकांत मिश्रा  
व्यवसाय : अन्य  
निवासी: 332 जंगल सिकरी उर्फ खोराबार गोरखपुर



ने यह लेखपत्र इस कार्यालय में दिनांक 22/01/2026 एवं 03:39:59 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रजत श्रेष्ठ प्रभारी  
उप निबंधक, सदर प्रथम  
गोरखपुर  
22/01/2026

रजत श्रेष्ठ कनिष्ठ सहायक  
निबंधक लिपिक  
22/01/2026



आवेदन सं०: 202600950002487

बही सं०: 4

रजिस्ट्रेशन सं०: 22

वर्ष: 2026

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

प्रथम पक्ष: 1

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|DA HERITAGE REAL INFRA PVT LTD

पुत्र श्री रमाकांत मिश्रा दुर्गा प्रसाद मिश्रा

निवासी: हरिबंध टोला जंगल सिकरी गोरखपुर

व्यवसाय: अन्य

द्वितीय पक्ष: 1



श्री दुर्गा प्रसाद मिश्रा

दुर्गा प्रसाद मिश्रा

|DURGA PRASAD MISHRA

पुत्र श्री रमाकांत मिश्रा

निवासी: 332 जंगल सिकरी उर्फ खोराबार गोरखपुर

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री विधान कुमार त्रिपाठी , पुत्र श्री जवाहर लाल त्रिपाठी

निवासी: जंगल सिकरी उर्फ खोराबार गोरखपुर

व्यवसाय: अन्य

पहचानकर्ता : 2

विधान कुमार त्रिपाठी

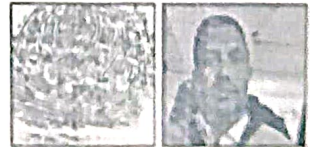


श्री रामध्यान , पुत्र श्री स्व मेघनाथ

निवासी: भूपगढ गोरखपुर

व्यवसाय: अन्य

राम ध्यान



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रजत श्रेष्ठ प्रभारी  
उप निबंधक सदर एम्प्ल  
गोरखपुर

22/01/2026

रजत श्रेष्ठ कनिष्ठ महापंचक  
निबंधक सिविक गोरखपुर  
22/01/2026

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

आवेदन सं०: 202600950002487

ही संख्या 4 जिल्द संख्या 368 के पृष्ठ 67 से 88 तक क्रमांक 22 पर दिनांक 22/01/2026 को  
जिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*रजत श्रेष्ठ*

रजत श्रेष्ठ प्रभारी  
उप निबंधक : सदर प्रथम

गोरखपुर  
22/01/2026

