



उत्तर प्रदेश UTTAR PRADESH

AH 320337

AFFIDAVIT

We (1) **Green Label Resources Private Limited**, through its authorized signatory Mr. H. H. Pattanaik S/o Late Shri H.C. Pattanaik duly authorized vide Board Resolution dated 11.12.2014; (2) **Creative Buildfarms Private Limited**, through its authorized signatory Mr. H.H. Pattanaik S/o Late Shri H.C. Pattanaik duly authorized vide Board Resolution dated 11.12.2014 (3) **Shokeen Exim Private Limited**, through its authorized signatory Mr. H.H. Pattanaik S/o Late Shri H.C. Pattanaik duly authorized vide Board Resolution dated 11.12.2014; (4) **Mr. Deba Priya Das** S/o Sri Basudev Das a person resident of C-90, Sector-41, Noida, Gautam Budh Nagar Uttar Pradesh; (5) **Mr. Nitesh** S/o Sri Dharma Pal a person resident of 326, Chiraudi-2, Chirodi, Loni, Ghaziabad; (6) **Mr. Santosh Kumar Singh** s/o Late Shri Virendra Vikram Singh, R/o Gopalkheda, Mazra-Purseni, Pargana & Tehsil - Mohanlalganj, District-Lucknow; (7) **Mr. Aniket Singh** s/o Shri Ashok Kumar Singh, R/o Manglarambh Apartments, 1, Kabir Marg, Lucknow along with (8) **Omega Infrabuild Private Limited** through its authorized signatory Mr. H.H. Pattanaik S/o Late Shri H.C. Pattanaik [which expression shall include, unless the context otherwise refers, his/her/their directors, authorised signatories, successor(s), legal heir(s), executor(s), administrator(s), legal representative(s) and permitted assign(s)] collectively the "Consortium Members/

Sworn & Verified Before Me
Ak
17/11/2014
AKHILESH HUMAR
ADVOCATE & NOTARY
Tahsil Mohanlalganj, Lucknow

1. For Green Label Resources Pvt. Ltd.
2. For Creative Buildfarms Pvt. Ltd.

3. For SHOKEEN EXIM PRIVATE LIMITED

(Auth. Signatory)

Authorised Signatory

Authorised Signatory

8. For OMEGA INFRABUILD PVT. LTD.

(Authorised Signatory)

16 NOV 2020

अनं ०२

राम्य करके का प्रोजेक्ट

राम्य केता का नाम व पूरा Omega Infoabuild Pvt Ltd.

राम्य की एनयर्सि 500/r

सुमित कुमार राम्य विक्रेता
(ला नं 412 लाईसेन्स की अवधि 31-3-201) 21
कलेक्ट कम्पाउन्ड





उत्तर प्रदेश UTTAR PRADESH

AH 320336

Land owners" of the land situated at Village- Purseni, Tehsil- Mohanlal Ganj, District- Lucknow, Uttar Pradesh ("project land") for the development of the Project "Suraksha Enclave"



That we, have entered into Consortium MOU dated 1st October, 2015 ("Original consortium/ Agreement") for development of an Integrated Township in the name of "Suraksha Enclave" ("Project") on the above mentioned project land with Omega Infrabuild Private Limited acting as "Applicant, Consortium Member & Developer", the said Agreement was registered with the Sub- Registrar, Lucknow, on 01/10/2015 in book No. 4, volume no. 12, page no. 303 to 326, serial no. 41.

2. That the parties hereby agree that the name of the project shall be "Suraksha Enclave" ("said project") and/ or as mutually decided by parties herein.
3. That with this affidavit we jointly and severally wish to clarify that all of us will be responsible for the ligation, any structural defect or any other defect in workmanship, quality or provision of services as per section 14 of Real Estate (Regulation and Development) Act 2016 ("RERA 2016/ Act"), Refund or Possession on delay (if any) as per section 18(1) of the Act and defective title of the land as per section 18(2) of Act.

For Green Label Resources Pvt. Ltd.

(Auth. Signatory)

For Creative Buildfarms Pvt. Ltd.

Authorized Signatory

For SHOREN EXIM PRIVATE LIMITED

Authorized Signatory

For OMEGA INFRABUILD PVT. LTD.

(Authorized Signatory)

16 NOV 2020

पत्र सं ०१ स्थापन दिनांक ०१ दिनांक

स्थापन करने का प्रयोजन

स्थापन के लिए का नाम व पता

स्थापन की प्रकृति

Omaya Infabuild Pvt. Ltd.

500

सुमित कुमार स्थापन निदेशिका
(ला. नं. 412 लाईसेन्स का प्रमाण 31-3-2017)
कलकत्ता कम्पाउन्ड



350338 HA

Omaya Infabuild Pvt. Ltd.
Kolkata Compound

Original
Kolkata Compound
Kolkata Compound
Kolkata Compound
Kolkata Compound

Resources Pvt. Ltd.

4. That the land has been purchased from the following people: -

Land Owner	Area in Hect.	Purchased From	Document (Registry Description)
Crative Build Farms Pvt. Ltd.	0.3120	Ashok Kumar Singh s/o Ramdulare	10393/17.12.2011
Crative Build Farms Pvt. Ltd.	0.0610	Ved Prakash Avasti	9415/19.11.2011
Crative Build Farms Pvt. Ltd.	0.6230	Suresh Bhadur Singh s/o Ramdulare , Shiv Kumar Singh s/o Virendra Singh	126/06.01.2012
Crative Build Farms Pvt. Ltd.	0.0780	Mahendra Pal Singh s/o Suraendra Pal Singh	69/04.01.2012
Crative Build Farms Pvt. Ltd.	0.2430	Smt. Katki w/o Rajendra Pal	9246/16.11.2011
Mr. Nitesh	0.1290	Ketar s/o Sheetal, Raju s/o Raghuraj, Smt. Phoolvati w/o Raguraj	4219/14.03.2014
Mr. Nitesh	0.2360	Smt. Sushma w/o Banwari Lal	10446/02.07.2014
Mr. Nitesh	0.0470	Smt. Sushma w/o Banwari Lal	10447/02.07.2014
Mr. Nitesh	0.2080	Bheem Raj s/o Hariram	20234/21.11.2015
Mr. Nitesh	0.2800	Mallhuraam s/o Buddha	1233/24.01.2014



For Creative Buildfarms Pvt. Ltd.
or Green Lable Resources Pvt. Ltd.

Page 3 of 9 GREEN EXIM PRIVATE LIMITED

(Auth. Signatory)

2 Authorised Signatory

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Authorized Signatory CREATIVE BUILD PVT. LTD.

(Authorised Signatory)



Mr. Nitesh	0.0640	Ramprasad s/o Mithai Lal	2116/02.02.2015
Mr. Nitesh	0.0458	Sukkhi s/o Mungi	2368/10.02.2016
Mr. Santosh Singh	1.0630	(Land Owner)	
Mr. Aniket Singh	1.1950	Vijaypat Combine Pvt. Ltd.	14228/30.10.2013
Mr. Aniket Singh	0.0310	Vimal Kumar, Shisir Kumar, Rajesh s/o Late Mr. Vishamber, Mr. Anubhav s/o Anil Kumar, Smt. Geeta w/o Mr. Anil Kumar	20150/03.12.2014
Mr. Aniket Singh	0.4530	Mr. Ashok Kumar	6209/26.10.2010 from Gift Deed Regd No.19097/28-10- 2015 in Favor of Mr. Aniket Singh
Omega Infra Build Pvt. Ltd.	0.2243	Smt. Shanti Devi w/o Virendra Vikram Singh	9449/18.06.2014
Omega Infra Build Pvt. Ltd.	0.0520	Smt. Ramdulari w/o Bhurat Singh	16390/07.09.2015

For Creative Buildfarms Pvt. Ltd.

For SHOKEEN EXIM PRIVATE LIMITED

For Green Lable Resources Pvt. Ltd.

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Authorized Signatory

Authorized Signatory

(Auth. Signatory)

For OMEGA INFRA BUILD PVT. LTD.

(Authorized Signatory)

5. That this affidavit is in continuation with the original consotium agreement executed amongst the landowners as above. Thus, to elucidate the rights and obligations as mentioned in the original consotium we are executing this affidavit. This affidavit shall always be the integral part of the original consortium.

6. That the parties hereto have decided to clarify/declare in capacity as the land owners the terms and conditions of the aforementioned original consortium through this affidavit so that no future disputes regarding roles and responsibilities of the above parties may arise and other conditions of the said Original Consortium dated 01/10/2015.



That in order to facilitate the process of the sale of units of the project, I/ We with mutual consent hereby nominate/ constitute, appoint and authorize **Omega Infrabuild Private Limited** party of the original consortium agreement, as my/ our lawful person to do, execute and perform all or any of the following acts, deeds and things on my/ our behalf:

- a) That to register the project with Real Estate Regulatory Authority (RERA) including filing up of application for registration, making changes, if any, submit declaration, affidavits, and other documents as may be required by the Authority in accordance with the Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder;
- b) That to Act as a promoter of the project and perform all the duties casted under the Act in this behalf;
- c) That to apply, obtain all the requisite permissions, sanctions, licences and approvals and their renewals from the concerned authorities, as may be required by the concerned authorities (local, state and central) which may be required or considered necessary in respect of development of the Project;
- d) That to develop the Project land for the purposes of the Project, including, construction of buildings, structures and other constructions in terms of

For Green Lable Resources Pvt. Ltd. For Creative Buildfarms Pvt. Ltd.

For SHOKEEN EXIM PRIVATE LIMITED

(Auth. Signatory)

Authorized Signatory

Authorized Signatory

For OMEGA INFRABUILD PVT. LTD.

(Authorized Signatory)

the plans as approved by the concerned statutory authorities for the Project based on the maximum FAR warranted and along with all internal and external services, amenities, facilities, fittings, fixtures, including but not limited to areas available for common enjoyment, and development of Project Land including construction or development of roads, landscaping, water supply, street lighting, drainage, sewerage and other conveniences, development of internal and peripheral areas and infrastructural facilities for the Project;

- e) That to use its own name as the Developer, at all times in respect of the project and prepare plans submit the same to the concerned authority which may be required or considered necessary by the Developer for obtaining necessary approvals, NOC and, if obtained, to submit proposals from time to time for amendments, if any and to appoint architects, R.C.C. consultants, contractors, and other personnel/ professionals and workmen for carrying out the development of the project from time to time, and to pay their fees, consideration, monies, salaries, or wages on its own name;
- f) That to carry on correspondence with all the concerned authorities and bodies and all department;
- g) That to approach the concerned authorities and offices for the purpose of obtaining various permissions and other service connections including water, electricity and other services, as required for completion of the project;
- h) That to make necessary representations, appeals, appear before the authority, appellate authority, courts, or any other authority which the developer thinks necessary to commence action, or other proceedings to prosecute, and/ or to discontinue the settlement, compromise, suit, and arbitration as the developer shall think fit and to appoint pleader, solicitor, advocate and any other professionals as required to appear before the concerned authority. The developer will intimate such matters immediately to the members hereto;
- i) That to maintain the Project or decide and appoint maintenance agency for maintenance of the Project, decide maintenance charges payable to



For Green Lable Resources Pvt. Ltd.

(Auth. Signatory)

For Creative Buildfarms Pvt. Ltd.

Authorized Signatory of 9

For SHOKEEN EXIM PRIVATE LIMITED

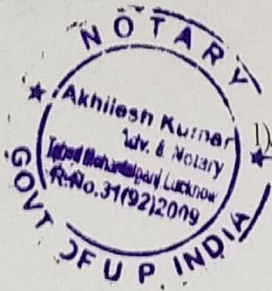
Authorized Signatory

For OMEGA INFRABUILD PVT. LTD.

(Authorized Signatory)

agency, define scope of work of Maintenance agency etc. and to take all decisions in respect of the maintenance of the project;

- j) That to open, and operate a separate bank account for collection of sale proceeds in its own name;
- k) That to Market, advertise, book, brand, sale the units in the project, to prepare, brochure, advertising material and other pamphlets, documents as required to sell the project subject to the conditions as described in RERA 2016;



l) That to sign, execute, enter into, determine, negotiate, finalise, modify the terms and conditions of the booking/ application form, allotment letter, and agreement to sell in respect of the units 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.;

- m) That to sign, execute, enter into conveyance deed in respect of the units in favour of prospective buyers and common areas and facilities in favour of association of allottees of the project in compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made thereto jointly with the respective Land owner of the said project land either by their own and/ or by their appointed person for this purpose and appear in the office of the concerned sub-registrar for registration of these documents;

- n) That to accept any/ all advances, monies, consideration, or other payments in respect of the units proposed to be sold in the project as decided by the developer;

- o) That to present the documents for registration and admit the execution of such documents before the appropriate authority;

- p) That to deal with the customers of the projects and litigations related to land and project;

- q) That to sign, execute and deliver sale agreements, tripartite agreements with banks/ financial institutions, builder NOC (permission to mortgage)

For Green Lable Resources Pvt. Ltd.

For Creative Buildfarms Pvt. Ltd.

For HOKEEN EXIM PRIVATE LIMITED

(Auth. Signatory)

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Authorized Signatory

Authorized Signatory

For OMEGA INFRAECON PVT. LTD.

(Authorized Signatory)

to banks/financial institutions as may be required or as deemed expedients for effective and complete sale agreements, bank finance works of allottee(s) of the unit in the project.



- r) That to execute and present before the Registrar, Sub-registrar or any other authority, Court of law or government body with regards to execution, and registration of the sale agreements, tripartite agreements with banks/ financial institutions, builder NOC (permission to mortgage) to banks/ financial institutions as required by the consortium members owners whether jointly or severally.
- s) That to do all other acts, deeds, things, that is incidental or ancillary to or necessary in respect of above mentioned and for development of the project and in accordance with the Consortium MOU and to perform obligations under the original Consortium MOU;
- t) That any dispute or differences arising in respect of the terms of this Power of Attorney shall be referred to arbitration as per clause 10 of the original Consortium MOU.

[Signature]

1
or Green Lable Resources Pvt. Ltd.

[Signature]
(Auth. Signatory)

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[Signature]

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For Creative Buildfarms Pvt. Ltd.

[Signature]
Authorized Signatory

6 *[Signature]* 7
[Signature]

For SHOKEEN EXIM PRIVATE LIMITED

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Authorized Signatory

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For OMEGA INFRABUILD PVT. LTD.

[Signature]
(Authorized Signatory)

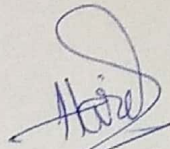
Deponent

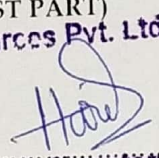
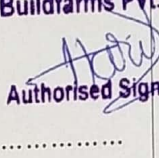
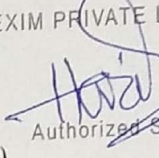
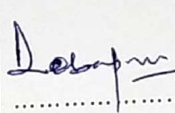
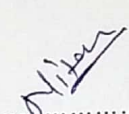
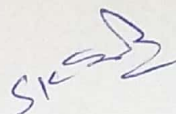
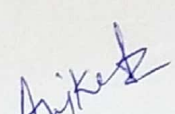
VERIFICATION

I/ We hereby agree and undertake to rectify and confirm all the facts shall do as my/ our true and lawful . This affidavit has been executed by me/ us with free consent.



Place: Lucknow
Date: 16.11.2020


Deponent

For Green Lable Resources Private Limited (FIRST PART)  (Authorised Signatory) (Authorised Signatory)	For Creative Buildfarms Pvt. Ltd. Creative Buildfarms Private Limited (SECOND PART)  (Authorised Signatory)	Shokeen Exim Private Limited (THIRD PART) For SHOKEEN EXIM PRIVATE LIMITED  (Authorised Signatory)	
 Deba Priya Das (FORTH PART)	 Nitesh (FIFTH PART)	 Santosh Kumar (SIXTH PART)	 Aniket Singh (SEVENTH PART)

AKHILESH KUMAR
ADVOCATE & NOTARY
Tahsil Mohanlalganj, Lucknow

I identified the deponent/executant/surety who has Signed/put T.I. before me.

Omega Infrabuild Private Limited
(EIGHTH PART)
for **OMEGA INFRABUILD PVT. LTD.**


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(Authorised Signatory)