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(Sandeed Shama) Reg 16 1/36/98 NOPARY PUBLIC Ghaziabad (U.P.)

1.3 JUL 2013

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INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



संद्यमेव जयते

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00140051687110L

25-Sep-2013 02:02 PM

SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN

SUBIN-UPUPSHCIL0100149388350473L

RISHABH BUILDWELL PVT LTD

: Article 23 Conveyance

LAND AREA 24940 SQ MTS,KHASRA NOS.

536,540/1,540/2,543,VILL-KANAWNI MOHIDDINPUR,TEH-

DADRI, G.B. NAGAR

: 55,00,00,000

(Fifty Five Crore only)

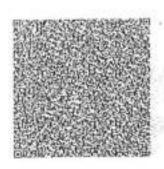
: BANK SEHYOG SEHKARI AWAS SAMITI LTD

RISHABH BUILDWELL PVT LTD

: RISHABH BUILDWELL PVT LTD

: 1,65,00,000

(One Crore Sixty Five Lakh only)





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Authorised Signatory

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SALE DEED

Sale Consideration

Rs. 55,00,00,000/- (Rs. Fifty Five Crores

Only)

Value as per Circle Rate

Rs.54,86,80,000/-(Rs. Fifty Four Crores

Eighty Six Lacs Eighty Thousand Only)

Total Stamp Duty Paid

Rs.3,85,00,000/- (Rs. Three crores Eighty

Five Lacs Only)

Plot Area

24940 sq. mtrs.

Stamp duty paid Rs. 2,20,00,000/- at time of Registered Agreement to Sale date-10.09.2013, entered in Bahi No. 1 Jild No. 5483 pages-85 to 180 serial No. 11422 in The office of Sub registrar II, Noida. And Balance Stamp duty paid Rs.1,65,00,000/- at the time of execution of this sale deed.

THIS SALE DEED ("DEED") is made and executed at in Noida, Gautam Budh Nagar, Uttar Pradesh on this 01st day of October, 2013.

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पुत्र औ

रूवध्डाण सन्तोग वन्द्रोप्प्रह्याय

व्यवस्थात अस्मि

निवामी स्थानी

भी 13 द्वितीय तल शशी भाई- भगूर विहार दिल्ली

जन्मार्थे। यता

ने सह लेखका इस कार्यालय में

त्र विकास हितु पत्र विज्ञाः

足浦布 1/10/2013

रितस्ट्रीकरण अधिकांग के द्रग्नाक्षर

(सुनील घुमार सिंह) सप-निबन्धक हितीम

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नियप्रदेन नेत्यपत्र सहद गुनने व समझने भजपून व प्राप्त धनगति है. प्रतिसानुसार उजन

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BY AND BETWEEN:

Bank Sehyog Sehkari Awas Samiti Ltd., a society registered under the provisions of the U.P. Co-operative Societies Act, 1965, bearing Registration No. 1486, having its office at Site Office:-Village Kanawni, Mohiddinpur, Indrapuram, Ghaziabad, Uttar Pradesh, through its Seceratary Sushil Jain (PAN AQUPJ9238P), S/o Late Sh. Sewram Jain, R/o 382/4, East Azad Nagar, Delhi 110051, duly authorized vide resolution passed in its meeting held on 08.09.2013, (hereinafter referred to as the "Seller", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include all its legal representatives, heirs, nominees, successors and permitted assigns) of the ONE PART;

AND

Rishabh Buildwell Private Limited, {PAN - AACCR9776R}, a company duly registered under the provisions of the Companies Act, 1956 of India and having its registered office at Ground Floor, 196, Ram Vihar, Delhi - 110092, through its Authorised Signatory, Mr. Parimal Bandopadhyay S/o late Dr. Santosh Bandopadhyay, R/o B-13, 2nd Floor, Sashi Garden, Mayur Vihar, Delhi-110091, duly authorized vide board resolution passed in the meeting held on 09.09.2013, (hereinafter referred to as the "Buyer"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and permitted assigns of the OTHER PART.

The Seller and the Buyer shall hereinafter individually be referred to as 'Party' or collectively as the 'Parties', as the case may be.

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RISHABH BUILDWELL (P) LTD.

Authorised Signator

न निकारन स्वीकार किया । रिजकी परकार भी अवधेश कुमार पुत्र औ राम किशोर

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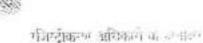
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निवर्ण 103 बुद्ध विहार विजय नगर गाजियागाद

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(सुनील कुँपार सिंह) सप-निवन्धक हितीय नोएडा 1/10/2013



RECITALS:

WHEREAS

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- A. The Seller is a society existing under the laws of India, and had 442 members, the details whereof are mentioned in Annexure 1 annexed hereto;
- B. The Seller through the funds contributed by its members purchased and became the absolute and lawful owner and acquired physical possession of, Residential land aggregating to 36786 Sq. Mts. (43996 Sq. Yds.) comprised in Khasra Nos. 519, 536, 537, 538, 540/1, 540/2, 543, 603/1, situated in Village Kanawni, Mohiddinpur, Paragana Loni, Tehsil Dadri, Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "Said Land"), as more particularly described in the Schedule written hereto and demarcated with Yellow colour in the Plan annexed hereto and marked as Annexure II.
- C. At the time of purchase of the Said Land, the permitted use of Said Land was residential; however, subsequently, as per the new GDA Master Plan 2021, the user of approx. 28000 Sq. Mtrs. land out of the Said Land was converted into Green/Agricultural usage;
- D. The Seller contemplated construction and development of residential apartments/ flats/ units along with other facilities/ amenities on the Said Land for its members, but due to paucity of funds could not make headway in this regard;
- E. In the Year 2001-02, after obtaining the approval of layout plan of approx. 4,000 Sq. Mts. of land out of this Said Land from the Ghaziabad Development Authority ("GDA"), the Seller conveyed and transferred plots comprised in this 4,000 Sq. Mts. of land to its 43 members vide registered sale deeds;
- F. Subsequently, the Seller conveyed and transferred 84 plots to its 84 more members without the approved layout plan. In this manner total 127 plots were conveyed to 127 members by the Seller. The details of sale of plots along with particulars of said 127 members are annexed hereto and marked as Annexure IV;

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FOR RISHABH BUILDWELL (P) LTD.

Authorised Signatory

विकेता

Registration No.:

12127

Year:

2,013

Book No.:

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- G. Consequently, out of the Said Land, 12,000 Sq. Mts. (approx.) of land was conveyed in the aforesaid manner to 127 members by the Seller.
- H. In the meanwhile, the aforesaid layout plan was cancelled by the GDA due to non-payment of statutory charges/fees by the Seller;
- The general body of the Seller in its meeting approved and passed a
 resolution for applying and obtaining permission from the appropriate
 authority(ies) for development of a multi-storied housing scheme on the
 Project Land, comprising of flats, shopping complex, community/
 convention centres, amenities, common facilities, green areas, etc.
 (hereinafter referred to as the "Project") for its members as per the
 rules and regulations of the GDA and other concerned authorities;

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- J. As the Seller was not equipped itself to execute and complete the construction and development of the Project, therefore, on the request of its members, the Seller vide its application letter dated 27.12.2010 sought permission of Uttar Pradesh Awas Vikas Parishad, Cooperative Section, Lucknow ("UPAV") under Rule 200 of U.P. CoOperative Societies Rules, 1968 for development and construction of the Project on the Project Land in collaboration with non member/ reputed firms of good financial standing;
- K. UPAV vide letter dated 08.02.2011 accorded its permission to the Seller to enter into a collaboration agreement with a non member/ reputed firm or entity with sound financial standing for undertaking development of the Project on the Project Land on the terms and conditions mentioned therein, including that such firm/entity be compulsorily made a nominal member of the Seller;
- L. Pursuant to the permission granted by UPAV, the Seller after inviting the bids awarded the tender to the Buyer [being the lowest bidder] for undertaking the development of the Project on the Project Land in terms of the permission granted by UPAV, and the Seller and Buyer executed a Collaboration Agreement dated April 01, 2011 ("Original Agreement") for construction and development of the Project on the terms and conditions mention in the Original Agreement.

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Registration No.:

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वी 13 द्वितीय तल भाषी गाउँव वयूर विहार दिल्ली-01

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- M. The Seller did not obtained the sanction of layout plan from the GDA and accordingly it did not undertake any work for construction of the Project.
- N. Later on, it was decided in the General Meeting of the Seller that the Project Land may be sold to a non-member -on as it is basis and out of the sale consideration received, the existing members be refunded an amount equivalent to either double/more than the amounts deposited by them as may be decided by the management committee of the Seller and relevant permission may be obtained from UPAV in this regard to sell the Project Land to a non-member.
- O. In the meanwhile, the Seller purchased the plots from 114 members out of the 127 members by duly registered sale deed from time to time and has paid the mutually agreed sale consideration (which is very much more than double of the deposit) to these members. The details of the 114 members who had sold their plots to the Seller along with the plot numbers is given in Annexure V. The Seller has reserved an area of 4032 Sq. yrds. in Khasra No. S19 for the remaining 13 members. As on date, out of 442 members of the Seller, 114 members have resold their respective plots to the Seller and in total 315 members have given an affidavit that they are not interested to take land/plot in the Said Land.

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- P. The sale consideration paid to these 114 members by the Seller including the incidental expenses incurred for such purchase of 114 plots was provided by the Buyer as non refundable security deposit to the Seller on the requests made by the Seller as per the terms of the Original Agreement. The total amount paid by the Buyer to the Seller is Rs. 42,00,00,000/- Cr. (Rupees Forty Two Crore) to repay the soceity members and to repurchase these plots and the details of the amounts received by the Seller as non refundable security deposit is provided in Annexure VI.
- Q. The Seller applied to UPAV for sale of the Project Land in favour of a third party and UPAV vide its Letter bearing no. 2876, dated 14.08.2013 granted the permission to the Seller for sale of the

For RISHABH BUILDWELL (P) LTD.

Authorised Signatory



24940 Sq.mtr. of Land out of total 36786 Sq.mtr of land (hereinafter referred to as the "Project Land" and annexed hereto and marked as "Annexure III") in favour of a non-member on the terms and conditions mentioned in this letter. The Project Land is demarcated with Red colors in the Plan annexed hereto and marked as Annexure II.

R. The Seller, pursuant to the permission granted by UPAV, invited the offer from interested parties for purchase of the Project Land by inviting bids in the Newspaper "Hindustan Times" New Delhi 28.08.2013 and "Desh Dharm" U.P. in terms of the permission granted by UPAV. However, the Society received only one single bid from the Buyer only and no bids/offers were received for purchase of the Project Land till the date of bid which is 31.08.2013 probably because of its Green / Agricultural Land use.

S. In the meeting of Seller held on 08.09.2013, the offer of the Buyer for an amount of Rs. 55,00,00,000/-(Rupees Fifty Five Crores only) has been accepted by the Seller being the single and highest offer. Pursuant thereto, the Seller has agreed to sell the Project Land in favour of the Buyer and the Buyer after satisfying itself has agreed to purchase the Project Land for total sale consideration of Rs. 55,00,00,000/-(Rupees Fifty Five Crores only) and the Parties have agreed to record the terms and conditions for sale as mutually agreed between the Parties mentioned hereinafter.

NOW, THEREFORE, THIS SALE DEED WITNESSETH BETWEEN THE PARTIES AS UNDER

In lieu of Sale Consideration of Rs. 55,00,00,000/-Cr. (Rupees Fifty Five Crore) paid by the Buyer to the Seller in the manner detailed hereinafter, the Seller hereby sells, transfers and conveys all its rights, title and interest whatsoever in the Project Land to the Buyer, i.e. land admeasuring 24940 sq. mtrs. comprised in Khasra Nos. 536, 540/1, 540/2, 543, situated in Village Kanawni, Mohiddinpur, Paragana Loni, Tehsil Dadri, Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the "Project Land"). The Project is demarcated with Red colors in the

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Authorised Signatory



Plan annexed hereto and marked as Annexure II; with right of exclusive use, trees, fencing, standing crops etc. with all advantages, easements, privileges and appurtenances thereto, electricity and water connections with all rights in passages, driveway, and all other facilities and amenities provided therein free from all and any type of encumbrances, charges, liens, acquisitions, mortgages, acquisitions, litigations, disputes, will, claims, third party rights, trusts, agreement or any understanding in this regard, in favour of the Buyer to have and to hold the same unto the Buyer, absolutely and forever.

2 That the Seller has received the entire Sale Consideration amounting to Rs. 55,00,00,000/- Cr. (Rupees Fifty Five Crore) Only) from the Buyer for absolute sale, transfer and conveyance of the Project Land by way of the total amount of Rs. 55,00,00,000/- Cr. (Rupees Fifty Five Crore) Only) paid by the Buyer to the Seller from time to time as detailed in Annexure VL. The Seller admits and acknowledges the receipt, sufficiency and manner of payments hereof.

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- That the Seller admits, acknowledges and agrees that the abovementioned payment of Sale Consideration is towards full and final payment in respect of absolute and unencumbered sale, transfer and conveyance of the Project Land in favour of the Buyer and no claim in that regard shall ever be raised at any point of time against the Buyer by the Seller or anybody claiming through the Seller and as such now nothing remains to be paid by the Buyer to the Seller, in respect of the Project Land.
- 4 That the Seller has handed over the vacant and peaceful physical possession of the Project Land to the Buyer, simultaneously at the time of execution of this Deed and the Buyer acknowledges having taken over the vacant, physical and peaceful possession of the same.

For RISHABH BUILDWELL (P) LTD.

Authorised Signaldr

5 The Seller hereby represents, declares, assures and covenants to the Buyer as follows:

(i) the Seller is the absolute, sole and lawful owner of the freehold rights of the Project Land and has all the rights to grant, sell, convey, transfer, absolutely and forever, all rights, titles, interests, privileges, easements and advantages in the Project Land and as such is competent to sign and execute this Sale Deed and convey good and complete title in the Project Land to the Buyer, and receive the Sale Consideration thereof and nobody else has any right, title, interest and claim or demands whatsoever or howsoever in respect of the Project Land.

(ii) the Project Land, is free from all kinds of encumbrances, such as prior sale, gift, mortgage, disputes, litigation, acquisition, requisition, attachment in the decree of any court, lien, charges, lispendens, court injunction, notices, claims, demands, will, trust, or exchange, lease etc. whatsoever or howsoever and there is no litigation or any other proceedings pending relating to the Project Land;

there is no order of attachment by any authority under any law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received in respect of the Project Land:

(iii) there is no legal impediment or bar, whereby the Seller, can be prevented from selling, transferring and conveying the absolute title and rights in the Project Land in favour of the Buyer;

(iv) there is no subsisting agreement to sell, in respect of the Project Land and or the same has not been transferred and/or promised to be transferred in any manner whatsoever, to any third person/ entity;

 the Seller has a marketable title in respect of the Project Land and has the necessary permission to sell the Project Land;

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Authorised Signatur,



- (vi) there is no notice of default or breach has been received by the Seller, on the part of the Seller, or any provisions of law in respect of the Project Land;
- (vii) the title documents of the Said Project Land have not been deposited by the Seller with any person with the intention of creating any registered or unregistered encumbrance like but not limited to mortgage, charge, lien, surety, etc.; and
- (viii) there neither is nor has been any unauthorized construction in relation to the Project Land, nor the Project Land has ever been put to any use other than the authorized use and that no statutory or municipal authority has ever raised or is expected to raise any claim/ demand relating to any unauthorized construction or misuse of the Project Land.

Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof, the Buyer has purchased the Project Land and the Seller hereby agrees to keep the Buyer indemnified for all losses and damages that the Buyer may suffer because of any defect in the title of the Seller or in the event of any misrepresentation or any of the covenants contained in this Deed.

- 6. That now the Seller has been left with no right, title, interest, claim or concern of any nature with the Project Land and the Buyer has become the absolute owner of the Project Land, with all and full rights to use, enjoy and deal the same as absolute owner without any hindrance or objection by the Seller or any other person claiming under the Seller.
- The Buyer shall be free and entitled to undertake any nature of development or activity on the Project Land without any interference and or claim by the Seller.
- That the Seller herein has paid and cleared all dues of the property tax, or any other dues and demands of the concerned authorities as per the hills received from the concerned authorities, in respect of the Project

For RISHABH BUILDWELL (P) LTD.

Authorised Signalory

Land, up to the date of execution of this Sale Deed, and thereafter the same shall be paid and borne by the Buyer. However if any dues, taxes, charges, levies, demands, penalties are found pending and/or payable up to the date of handing over of actual physical possession of the Project Land, even if the same are received, at a later stage, then the same shall also be borne and paid by the Seller only. The Parties hereto agree to keep each other harmless and indemnified against all claims and demands contrary to the above.

- That the Buyer shall be entitled to get the Project Land mutated in the Revenue Records/other authorities on the basis of this Sale Deed or its certified copy.
- That the Seller has handed over the all documents/ title deeds of the Said Project Land to the Buyer at the time of execution of this Sale Deed.
- 11. That the Seller hereby represents, declares, assures and warrants the Buyer that all the representations, statements, undertakings, assurances, declarations etc. given by the Seller herein in this Sale Deed, are true and correct and if the same turn out to be incorrect or false the Seller shall keep the Buyer harmless and indemnified for any risk, consequence, losses, damages etc. in this regard.
- 12. That the Parties have been explained the entire contents of this Sale Deed in vernacular language and have understood the contents of this entire Sale Deed and state that they shall be bound by all the conditions including their heirs, successors, legal representatives, executors, administrators, nominees and assignees etc.
- That the Parties for their respective part undertake not to do any act, which may in any manner contravene the terms of this Sale Deed.

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Authorised Signatory







For RISHABH BUILDWELL (P) LTD.

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- revoked or cancelled at any time under any circumstances.
- 15. That this Sale Deed shall be governed by and interpreted in accordance with the laws of India and the Courts at Ghaziabad alone shall have the exclusive jurisdiction in any and all matters arising out of or in relation to this Sale Deed.
- That all the expenses for the registration of this Sale Deed, viz., stamp duty, registration charges, etc., has been borne and paid by the Buyer.
- That the Project Land does not have any land parcel belonging to any community of Scheduled Caste/ Scheduled Tribe for the purpose of restriction imposed on transfer of Project Land.

IN WITNESS WHEREOF, the Seller and the Buyer hereunto have set their hands at these presents at the place and on the day, month and the year first hereinabove written.

Boundary of Sell/Transfer of Project Land as under:

East :

30 ft. wide Pusta Road

West :

Balance land of Bank Sehyog Sehkari Awas Samiti Ltd.

North:

Other Property

South:

Other Property

The said Residential Project land under saie is neither situated at NH-24 to DPS School pulsa, nor near to Commercial land. The said Project land under sale is situated at Circle rate list V code-0211 pages No. 25 near by Old Abadi of Village-Mohiuddinpur Kanawani and near bandh of Hindon pusta.

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Signed and delivered by within named "Society" Bank Sehyog Sehkari Awas Samiti Ltd.

Mr. Sushil Jain (Seceratary)

Signed and delivered by within named "Buyer"

For RISHABH BUILDWELL (P) LTD.

Rishabh Buildwell Private Limited

Parimal Bandopadhyay

(Authorised Signatory) Signatory





WITNESSES:

Love 2.

Name: Deepak Kumas Sto Babu Lal Address: Ch. No.-B-115. Tehsil Comp.

Name: Sunny Tomar Slo Nound Kishor Tomas Address: 103, Boudh vihous,

Ghaziahad.

Vijay Nagas GiZ.B.

Avadesh-810 Runkishon ch. No-115 B. Tehnilconp. 07.2.13.

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For RISHABH BUILDWELL (P) LTD. Authorised Signation आज दिनांक — <u>01/10/2013</u> की वहीं से <u>1</u> जिल्ह से <u>5532</u> पुष्ट से <u>119</u> से <u>240</u> पर क्यांक <u>12127</u> रजिस्ट्रीयुक्त किया गया ।

रिसर्ट्रोकरण अधिकार्ग के शन्ताक्षर

(सुनील कुमार सिंह) उप-निबन्धक द्वितीय -नोएड। 1/10/2015





उत्तर प्रदेश UTTAR PRADESH

DH 824818



For RISHASH BUILDWELL PVT-LTD.

Principle Authorised Signatory

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TANDT INFRA CREATIONS PVT. LTD.

Director

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Infra Creations Putitel ०५ दिनीक... अस्वेद्रनी तं हैं 20210073911108ो जन रटाम्य क्रीता का नाम व पता ECHA BY STERRY COOK Sec 12 A वहांब्रिक्यस चौहान (स्टाम्य विकेता) मागीदारी विलेख ला० न०-170/2018 ला० अवस्मिक्द्रेशी सुव्देशांडम वर्ष: 2021

ला० न०-170/2018 से वहर -33. नो प्रीक्षिति । प्रतिषुत्तरण सीमप्रीकि रेउ०० वाजारी मूल्य - ० पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 100 योग : 200

श्री मैसर्स रिषम बिल्डवैल पा लि द्वारा संजीय जैन द्वारा श्री अजय जैन अधिकृत पदाधिकारी/ प्रतिनिधि, पत्र श्री.

ट्यवसाय : अन्य

निवासी: युनिट नं0 जी एफ-६ रिषभ कारपोरेट टावर प्लाट नं0 16 कडकडडूमा कस्युनिटी सेन्टर दिल्ली-110092

श्री, मैसर्स रिषभ बिल्डवैल प्रा लि द्वारा

01/10/2021 एवं 03:57:54 PM बजे

निबंधन हेत् पेश किया।

संजीव जैन द्वारा श्री अजय जैन अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनोंक





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबंधक :सदर पंचम गाजियाबाद 01/10/2021

> विश्वास वर्मा . निवंप्रक लिपिक



THIS CONSORTIUM AGREEMENT ("this Consortium Agreement" or "this Agreement") is made on day of ber, 2021 at Ghaziabad, U.P.

BETWEEN

M/S. RISHABH BUILDWELL PRIVATE LIMITED, a company incorporated under the Companies Act 1956 under Corporate Identity number (CIN) U70101DL2005PTC135132 and having its Registered Office at Unit No. GF-6, Rishabh Corporate Tower, Plot No. 16, Karkardooma Community Centre, Delhi-110092 through its Director, Mr. Sanjeev Jain, who has been authorized in terms of the Board resolution dated on 27/09/2021, (hereinafter referred to as the "Consortium Member" or "Land Owner", which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office and permitted assigns) as a party of the FIRST PART.

AND

TANDT INFRA CREATIONS PRIVATE LIMITED, a company incorporated under the Companies Act 2013 under Corporate Identity number (CIN) U70109UP2019PTC124854 and having its Registered Office at Plot no. 31/SP-03 Siddharth Vihar Ghaziabad, Uttar Pradesh-201009 through its *Director*, *Sh. Ankush Tyagi*, who has been authorized in terms of the Board resolution dated on 27/09/2021, (hereinafter referred to as the "Lead Member" or "Developer", which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office and permitted assigns) as a party of SECOND PART.

Consortium Member and Lead Member are hereinafter collectively referred to as "Parties" and individually as "Party".



बही स०: 4

रजिस्ट्रेशन स॰: 11844

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रू प्रलेखानुसार उक्त भागीदार: 1

श्री मैसर्स रिषभ बिल्डवैल प्रा ति के द्वारा संजीय जैन द्वारा भी अजय जैन, पुत्र श्री ,

निवासी: यूनिट नं0 जी एफ-6 रिषभ कारपोरेट टावर प्लाट ले() 16 कडकडडूमा कम्यूनिटी सेन्टर

दिल्ली-110092

व्यवसायः अन्य भागीदार: 2





श्री टन्डट इन्फ्रा क्रिएशन्स प्रा लि के द्वारा अंकुश त्यागी द्वारा श्री तन्तुज शर्मा, पुत्र श्री ,

निवासी: प्लाट नं० ३।/एस पी-०३ सिद्धार्थ विहार

गाजियाबाद

य्यवसाय: अन्य





ने निष्पादन स्यीकार किया । जिनकी पहचान पहचानकर्ताः 1

श्री संदीप कुमार, पुत्र श्री जय प्रकाश

नियासी: 102-ए कडकडडूमा ईस्ट दिल्ली-110092

पहचानकर्ताः 2





श्री विनोद कुमार , पुत्र श्री महावीर सिंह

निवासी: 231 कोइल अलीगढ

य्यवसाय: अल्य



रजिस्ट्रीकरण अधिकारी वे हस्ताक्षर

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूरे नियमानुसार लिए गए है।

डिप्पणी:

नयान राय. उप तिबंधकः सदर पंचम

गाजियाबाद

विश्वास वर्मा . निवंधक लिमिक

WHEREAS

- a. That the Land Owner is in lawful possession of freehold contiguous plot admeasuring 26,625.58 Sq. Mtrs., situated at Khasra Numbers 536, 540/1, 540/2, 543, village Kanawani, Ahinsa Khand 2, Indirapuram, District- Ghaziabad, Uttar Pradesh.
- b. That the Land Owner has conceptualized a residential cum commercial project in the name of "HINDON GREEN VALLEY" on the Project Land comprising of residential towers, commercial shops, EWS units, school etc. and in furtherance thereto, the Land Owner has been developing Phase I of the residential project on the Project Land, comprising of 3 (Three) towers, namely, Meadows 1, Meadows 2, & Meadows 3, and some part of a fourth tower, namely Skylish -2, which are currently under construction.
- c. That the Lead Member is the developer by the name of TANDT INFRA CREATIONS PRIVATE LIMITED and is in the business of construction and development.
- d. That the Parties intend to join hands to continue and complete the said Project Construction status of the Project is set out in Schedule--I hereunder.
- e. The Parties have agreed to join hands in form of a consortium to construct and complete the ongoing Project and to provide the financial technical, managerial and other services for the said Project on the terms and conditions set forth between the both Parties.

For RISHABH BUILDWELL PAR. LTD.

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TANDT INFRA CREATIONS DVT. LTD.

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NOW THIS CONSORTIUM AGREEMENT AND ITS TERMS AND CONDITIONS ARE WITNESSETH AS UNDER:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Capitalized terms used in this Agreement shall have their respective defined meanings and shall have same legal binding on the Parties;

- 1.1.1 "Consortium" means the Consortium formed between the Consortium Member and the Lead Member in accordance with the terms and conditions of this Agreement;
- 1.1.2 "Completion of the Project or Completion or Complete" means construction, development and completion of the ongoing project as per the approved building plan(s) and layout(s) and includes but not limited to obtaining of Occupation Certificate, from time to time, and Completion Certificate for the Project from the Competent Authority and includes completion of the Project in all respects as per the promised the specifications, provisioning infrastructure, services, amenities and facilities as promised by the Lead Member herein or any amendment, modification or any in any other agreement, hereafter.
- 1.1.3 "Day" means the period between any one midnight and the next, and "Month" means a period of one month according to the English calendar commencing with first day of the month;
- 1.1.4 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- 1.1.5 "Existing Lender" shall mean PNB Housing Finance Limited, a company incorporated under the provisions of Companies Act, 1956, with corporate identity number L65922DL1988PLC033856

FOR RISHABH BUILDWELL PVT. LTD.

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and having its registered office at 9th Floor, Antriksh Bhawan, 22 K G Marg, New Delhi-110001, which expression shall unless repugnant to the context thereof shall mean and include its successors and assigns.

- 1.1.6 "Existing Security" shall mean the following security created in favour of the Existing Lender in order to secure the Project Loan:
 - a) First and exclusive charge by way of equitable mortgage by way of deposit of title in favour of Existing Lender over land admeasuring approx. 26,626 square meters and structure thereon of the project "Hindon Green Valley", situated at situated at village Mahiuddinpur Kanawani, Pargana Loni, District Gautam Budh Nagar, Uttar Pradesh;
 - b) First and exclusive charge by way of hypothecation of receivables of the project "Hindon Green Valley";
 - Unconditional and irrevocable personal guarantee furnished by Mr. Sanjeev Jain, and Mrs. Kavita Jain;
 - d) First and exclusive charge by way of mortgage in favour of Existing Lender over 10 completed unsold units in the project Iris Tower, Cloud 9, Indirapuram, Ghaziabad;
 - e) Unconditional and irrevocable corporate Guarantee of M/s. Meadow Infra Developers Pvt. Ltd. (MIDPL) and M/s. Snerea Realtors Pvt. Ltd;
 - First ranking pledge of 100% shares of company M/s. Rishabh Buildwell Pvt. Ltd;
 - g) Any other security as per the Sanction Letter bearing reference number PNBHFL/CF/CCB/12/2017-18 dated 29.09.2017, modified sanction letter bearing reference number PNBHFL/CF/CCB 6/2020-21, dated 29.10.2020.

FOR RISHABH BUILDINGHE PVT, LTD.

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- 1.1.7 "Lead Member" means TANDT INFRA CREATIONS PRIVATE LIMITED, i.e. the member who will take the lead in the management of the Consortium's affairs.
- 1.1.8 "ConsortiumMember" means the Party of the Second Part which have agreed to form a consortium in connection with the Project;
- 1.1.9 "Phase I of the Project" or "Phase I" shall mean 3 (Three) towers, namely, Meadows 1, Meadows 2, & Meadows 3, and some part of a fourth tower, namely Skylish -2.
- 1.1.10"Project" means the entire land parcel admeasuring approx. 26,626 square meters and structure thereon of the project "Hindon Green Valley", situated at village Mahiuddinpur Kanwani, Indirapuram, Pargana Loni, Distt. Gautam Budh Nagar, Uttar Pradesh.
- 1.1.11"Project Loan" shall mean the construction finance Loan aggregating to an amount of Rs.145,00,00,000/- (Rupees One Hundred and Forty Five Crores Only) availed by the Land Owner from the Existing Lender vide Sanction Letter bearing reference number PNBHFL/CF/CCB/12/2017-18 dated 29.09.2017, modified sanction letter bearing reference number PNBHFL/CF/CCB 6/2020-21, dated 29.10.2020, loan agreement dated 06.10.2017. supplementary loan agreement dated 06.11.2020 and other finance documents executed between the Land Owner and Existing Lender. The said Project Loan was first disbursed on 10th October 2017.
- 1.1.12"RERA Act" or "RERA"shall mean the Real Estate (Regulation and Development) Act, 2016 and Uttar Pradesh Real Estate (Regulation and Development) Rules, 2017, as amended from time to time.

FOR RISHABH BUILDWELL PVT, LTD.

Director / Authorised Signatory

(ANDT INFRA CREATIONS PVT. LTD.)



- 1.1.13RERA Authority" shall mean Uttar Pradesh Real Estate Regulatory Authority (UPRERA) created and constituted pursuant to RERA.
- 1.1.14"Services" means all the services to be performed by the respective Consortium member's as per the defined scope for the Completion of Project and this Agreement;
- 1.1.15"State" means the State named in Agreement where the Project is located;
- 1.1.16"Works" means the permanent works to be constructed, including the goods and equipment to be supplied to the Land Owner, for the achievement of the Project Completion;

2. LEAD MEMBER

Subject to the terms of this Agreement, the Parties hereby appoint "TANDT INFRA CREATIONS PRIVATE LIMITED" as the Lead Member and the Developer in relation to the said Project.

3. AIM AND SCOPE OF CONSORTIUM AGREEMENT

- 3.1 The aim of this Consortium Agreement is the development to continue and complete the said Project, as per mutually agreed terms between the Parties.
- 3.2 Subject to the compliance of the provisions of the RERA Act, the Lead Member shall solely design, develop, finance, sell, obtain completion of the Project.
- 3.3 The LEAD MEMBER will sell all project, except the share of First Party, to the buyers and receive payments from them and bank transaction including operation of account belonging to its projectin question without any interference.

For RISHABH BUILDWELL PVT, LTD.

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- 3.4The Land Owner do hereby appoint the aforesaid Lead Memberas the developer of the said property / Project, irrevocably grant to the lead member, who hereby accepts from the first party the exclusive rights, possession and license to develop said ongoing Project.
- 3.5The entire area of Project Landshall be handed over to Lead Member / Developer for construction of residential / commercial building.
- 3.6 The entire building project shall be constructed by the Developer, in accordance with the provisions of RERA and the entire cost to be incurred for construction shall be borne by Lead Member.
- This Consortium Agreement shall be duly registered with the concerned jurisdictional sub-registrar.
- 3.81f any phase of the Project is already registered with the RERA Authority, the Developer/Lead Member shall get himself registered as the Co-promoter in accordance with the RERA Act. Any phase of the Project if yet to be registered, the phase shall be duly registered under RERA Act and all the norms and obligations enshrined under the RERA Act shall be duly followed by both the Parties.
- 3.9 The Parties acknowledges that the Project is currently mortgaged in favour of the Existing Lender, in lieu of the Project Loan availed by the Land Owner and Developer/Lead Member hereby confirms that the Developer/Lead Member has reviewed and understood the details of the Project Loan and related documentation, including the outstanding principal amount and interest and any such other outstanding from time to time thereto.
- 3.10 The Parties hereto agree that the Land Owner and Developer shall be jointly and severally liable and responsible to the Existing Lender for the repayment of the Project Loan.

ANDT INFRA CREATIONS PVT. LTD.

For RISHABH BUILDWELL PVT. LTD.

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- 3.11 The Existing Security created in favour of the Existing Lender shall remain intact and in full force and effect. The Parties hereby agree that there shall be no dilution in the Existing Security. During the currency of Project Loan, the entire Project shall be mortgaged in favour of Existing Lender.
- 3.12 The Developer shall obtain permission from RERA Authority in terms of the RERA, to register the Lead Member as a promoter of the Project with the RERA Authority.
- OBLIGATIONS AND FINANCIAL LIABILITIES UNDER TAKEN BY LEAD MEMBER / DEVELOPER.
 - a. Lead Member / Developer shall pay/ discharge assessments, taxes and Project Loan in respect of said Project as per agreed terms and conditions between the Parties.
- 5. FUNDING AND BASIS SHARING THE EXPENDITURE ANDDIVISION
- 5.1 It is decided that the Completion of the Project, all cost towards development, construction and completion of the Project will be borne entirely by Lead Member.
- 5.2 The Lead Member shall raise loans from the financial institutions/banks for the Project, with prior written consent of the Existing Lender and any shortfall in financing of for the Completion of the Project shall be contributed by the Lead Member and its associates without any financial cost and liability on the First Party.
- 5.3 Without prejudice to the charge created in favour of the Existing Lender, the division of the Project shall be as follows:

TANDT INFRA CREATIONS PVJ. LTD.

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Members		Share			
RISHABH BUILDWEL LIMITED	PRIVATE	Total share	revenue	from	their
TANDT INFRA CI PRIVATE LIMITED	REATIONS	Remaining share			

6. GENERAL TERMS AND CONDITIONS

- 6.1 Roles and Responsibilities: Every member of the consortium shall be individually responsible for discharging his obligation as specified in Schedule II and jointly and severally liable for the successful completion of the entire Project.
- 6.2 Governing Law: This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws, the later shall prevail.
- 6.3 Jurisdiction: Subject to the provisions of Clause 6.5 below, the courts at Ghaziabad, Uttar Pradesh shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.
- 6.4 Force Majeure: shall mean war, riot, State enforced embargo, fire, flood, earthquake, cyclone, lockouts, judicial restrictions result be case of reason not attributable to either of party epidemic pandemic and government actions. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.
- 6.5 Settlement of Disputes: The Parties agree to settle amicably all disputes arising out of or concerning this Consortium Agreement. In the event of the Parties falling to amicably resolve any dispute in the foregoing manner, the matter shall be referred to arbitration in

FOR RISHABH BUILDWEYL PVT. LTD.

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accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitrator shall be appointed mutually by both the Parties, whose decision shall be final and binding. The seat and venue of arbitration proceedings shall be Delhi, India and the language of arbitration proceedings shall be English language.

- 6.6 Waiver: The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 6.7 Liability towards Third Parties: Subject always to such other undertakings and warranties as are provided for in this Agreement and the Contract, Lead Member shall be solely liable for any loss, damage or injury to third parties resulting from its carrying out its part of the Project and from its use of knowledge and/or know how.
- 6.8 Confidentiality: The Partiesshall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the Parties, for the purpose of this Project, shall be treated as strictly confidential by the other members and shall not be shared to any other outside agency except to the Government of Uttar Pradesh and any other government authority, if required under any applicable law.
- 6.9 Notices: Any notice required pursuant to this Consortium Agreement shall be given in writing and shall be delivered by hand under acknowledgment or by speed post or by email or by the facsimile to the party at the address appearing in the beginning of the Consortium Agreement.
- 6.10 Modification/Amendement: The terms and conditions of this Consortium Agreement may be modified / amended with prior

ANDT INFRA CREATIONS PVT. LTD.

Director / Authorized Signatory

For RISHABH BUILDWELL

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written consent of the Existing Lender by way of any Agreement entered into subsequent hereof and same shall prevail.

- 6.11 Severability: If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 6.12 Stamp Duty: Lead Member shall bear all the expenses including the stamp duty and the registration charges, in relation to the execution of this Agreement. Any penalty imposed by the sub-registrar or any government authority on account of insufficient/deficit stamp duty, then such penalty shall be borne by the Lead Member.

7. INDEMNITY

Lead member shall indemnify and exclusive responsible for any incident, caused during the construction of the above said ongoing Project. First part is not responsible for any incident in any manner.

8. VAILIDITY

8.1 Termination of Consortium Agreement:

Subject to above, this Consortium Agreement shall be terminated upon the arrival of the first of the following events:

- Upon Completion of the Project.
- (ii) Mutual consent of consortium members.
- 8.2 The Consortium Agreement shall be valid and enforceable till the Completion of the Project.

8.3 Miscellaneous / Liability:

FOR RISHABH BUILDYELL PVT. LTD.

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For the avoidance of doubt it is hereby clarified that the all members of the consortium shall be held individually responsible for the obligation mentioned in the Schedule I attached regarding their specific roles and responsibilities under this Agreement.

For RISHABH BUILD YELL PVT. LTD.

Director Authorised Signatory

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SCHEDULE-1

Roles and Responsibilities of Each Individual Member of the Consortium

(Description of Roles and Responsibilities of each Individual Member of this Consortium)

Sr. No.	Type of Member	Roles and Responsibilities	
1.	Lead Member TANDT INFRA CREATIONS PRIVATE LIMITED through its Director, Mr. Ankush Tyagi, at Plot no. 31/SP-03 Siddharth Vihar Ghaziabad, Uttar Pradesh- 201009	1. To obtain requisite License, Permissions sanctions and approval for development, execution of development. 2. To design, develop, finance, sell, operate and maintain the Flats/Apartments of all consortium members in this project. 3. To apply for registration in RERA as Main Developer on behalf of all consortium members.	
2.	Consortium Member -1 M/s. RISHABH BUILDWELL PRIVATE LIMITED Secretary/Authorized representatives, Sanjeev Jain Office at Unit No. GF-6, Rishabh Corporate Tower, Plot No. 16, Karkardooma Community Centre, Delhi- 110092	To give absolute discretion about land to lead member and land should be free from all litigation, encumbrances, lien or any other charges.	

FOR RISHABH BUILDIVELL PVT. LTD.

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RISHABH BUILDWELL PRIVATE LIMITED

Read. Off.: Unit No. GF-6, Rishabh Corporate Tower, Plot No. 16, Karkardooma Community Centre, Delhi - 110092 Corp Off.: Rishbah Group, Mall Road. Ahinsa Khand-II, Indirapuram, Ghaziabad, UP 201014 CIN: UZ0101DL2005PTC135132; Tel: 011-22376608; Email ID: corporate@rishabhbuildcon.com

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF RISHABH BUILDWELL PRIVATE LIMITED HELD ON 27TH SEPTEMBER, 2021 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY

The Board of Directors discussed the matter regarding the necessary to authorized someone to appear before the Registry Authority / Court for registration of MOU, Development Agreement, Consortium agreement, GPA with necessary Documents for and on the behalf of the Company related to Company's Project 'HINDON GREEN VALLEY' on Land admeasuring 26,625.58 Sq. Mtrs. situated at Khasra number 536, 540/1, 540/2, 543, Village Kanawani, Ahinsa Khand 2, Indirapuram, Ghaziabad, UP in favour of T and T Infrozone Private Limited. After discussion the following resolutions were passed unanimously.

"RESOLVED THAT Mr. Ajay Jain S/o Mr. Mahendra Kumar Jain R/o 221, GF, Sector 5, Vaishall, Sahibabad, Ghaziabad, UP – 201010, be and is hereby authorized to appear before the Registry Authority / Court for registration of MOU, Development Agreement, Consortium agreement, GPA with necessary Documents for and on the behalf of the Company in the name of T and T Infrazone Private Limited for the Company's Project 'HINDON GREEN VALLEY' comprising of residential towers, commercial shops, EWS units, school etc. situated at Khasra number 536, 540/1, 540/2, 543, Village Kanawani, Indirapuram, Ghaziabad, UP.

RESOLVED FURTHER THAT Mr. Ajay Jain S/o Mr. Mahendra Kumar Jain R/o 221, GF, Sector 5, Vaishali, Sahibabad, Ghaziabad, UP - 201010 be and is hereby also authorized to do all such Act, matters, deeds and things which are necessary for giving effect to the abovesaid resolution on the behalf of the Company."

Certified True Copy

For Rishabh Buildwell Private Limited

FOR RISHABH BUILDWELL PVT. LTD.

Director / Authorised Signatory

(Sanjeev Jain)

Director

DIN: 00351793

FOR RISHABH BUILDWELL PVT. LTD.

FOR RISHASH SUILDWSM PVT. LTC

Director / Authorised Signatory

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Director Admonised Signatory



TO WHOMSOEVER IT MAY CONCERN

(Undertaking)

I, Ankush Tyagi, being director of TANDT INFRA CREATIONS PRIVATE LIMITED corporate office at H-138, Ground Floor, Sector-63, Noida - 201301, hereby undertake that Sh. Tanuj Sharma in TANDT INFRA CREATIONS PRIVATE LIMITED. is hereby authorised by me to appear, submit and sign the all necessary papers before Sub-registrar, Ghaziabad in capacity of authorized signatory for Consortium agreement, GPA and any other documents.

The acts done and documents signed and submitted by Sh. Tanuj Sharma before sub-registrar, Ghaziabad, being authorised representative for and on behalf of me, will be binding on the company, until the same withdrawn by giving written notice thereof.

FOR TANDT INFRA CREATIONS PRIVATE LIMITED.

(Ankush Tyagi)

Director

Acceptance as authorised signatory

I, Tanuj Sharma, hereby solemnly accord my acceptance to act as authorised signatory for the above referred work.

(Tanuj Sharma)

Dated- 29.Sep.2021



IN WITNESS WHEREOF, the Parties have executed this Consortium Agreement and have caused this Consortium Agreement to be signed in the manner set out below.

For and on behalf of M/s. RISHABH BUILDWELL PRIVATE LIMITED RISHABU BUILDWELL PVT. LTD.

birector / Authorised Signatory

Authorised Signatory

Name:

Designation:

For and on behalf of M/s. TANDT INFRA CREATIONS PRIVATE

LIMITED

gnatory

Name:

Designation:

WITNESS:-

VEDPAL SINGH

Ch. No-80, Tehs Gandhi Nagar

M-98101660

I. NAME: - SANDEFP KUMAR

FATHER NAME: JAI PRAKASH

ADDRESS: 102-A, VILLAGE

2. NAME - VINOD KUMAR

FATHER NAME: - MAHAVER SING

ADDRESS: 231, 10012, 9/3/7-

ALIGARH. (U.P.)

KARKARDOOMA, KARKARDOOMA

SanderPkumar

Ch. No-80, Tehsil Co Gandhi Nagar, Grid 14-9310166078, 813

ANDT INFRA CREATIONS PVT. LTD.

Director

आवेदन सं०: 202100739111081

बही संख्या 4 जिल्द संख्या 1604 के पृष्ठ 27 से 66 तक क्रमांक 11844 पर दिनॉक 01/10/2021 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नवीन राय

उप निबंधक : सदर पंचम

गाजियाबाद 01/10/2021

