

INDIA NON JUDICIAL

Government of Uttar Pradesh





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Certificate No.

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Account Reference

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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03-Mar-2022 03:21 PM

NEWIMPACC (SV)/ up14072304/ GHAZIABAD SADAR/ UP-GZB

SUBIN-UPUP1407230460832412557035U

PANKAJ TYAGI

Article 4 Affidavit

Not Applicable

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Not Applicable

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(One Hundred only)

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This Stamp Paper forms an integral part of Affidavit cum Declaration.

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Affidavit Cum Declaration

I. Mr. Pankaj Tyagi, an Indian inhabitant residing at Morti. Ator Nagla Ghaziabad. Uttar Pradesh – 201003, bearing Aadhar number- 574369609672 and Mr. Aditya Tyagi, an Indian inhabitant residing at Morti. Ator Nagla, Ghaziabad, Uttar Pradesh – 201003, bearing Aadhar number- 222998154711 (hereinafter called Land Owners) do hereby solemnly declare, undertake and state as under:

- We are the owners of the land parcel of around 0.3307 hectare (3,307 sq. meter) bearing Khasra No. 1313 situated at Noor Nagar, Ghaziabad, Uttar Pradesh-201003 (hereinafter referred to as the "Said Land").
- 2. That Vaikuntam Buildcon Private Limited (the "Promoter") has acquired the absolute and lawful right to absolute and lawful right to develop and sell or dispose Plot/ Villa on the Said Land by virtue of Collaboration Agreement dated 22.11.2020, Addendum Agreement dated 21.12.2021, and General Power of Attorney dated 24.02.2022 entered into between the Promoter and the Land Owners at Ghaziabad.
- That we as a Land Owners hereby give our general and specific consents to the promoter to the following:
 - (a) To raise construction on the Said Land by amalgamating the same with other parcels of land owned by the Said Attorney and/or its associates/affiliates and by further amalgamating the Said Land with other parcels of lands over which the Attorney has right of construction;
 - (b) To make bookings of and to enter into agreements(s) for allotment and/or to sell with prospective buyer(s) of the villas/commercial units to be constructed on the Said Land and to receive booking amount, instalments and other charges etc. from such prospective buyer(s) in its name and to issue receipts in this regard etc;

To sell, transfer, convey lease, assign the construction so erected on the Said and and to sign execute and present for registration before concerned athorities transfer deed(s) in respect of villa and commercial units being part of the constructions, as aforesaid, with undivided proportion rights and interest in the Said Land;

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- (d) To approach all the concerned authorities for all matters in connection with the construction on Said Land and for that purpose to sign such applications, papers, writings undertakings, etc., as may be required and to carry on correspondence with the Authorities and also to prefer appeal or appeals from any order of the Competent Authority;
- (e) To make all applications on behalf of and represent the Executants to all statutory, State or Central Government, GDA, RERA, authorities under electricity and water supply undertakings/departments and/or before any other person or authority for grant of requisite sanctions, revised sanctions, permissions and approvals in connection with the construction of the Said Land.
- 4. That the Said Land is free from all encumbrances.
- 5. The Land Owners hereby also enclose title document (khatauni), title search report and no encumbrance certificate issued by the lawyer evidencing ownership of the Land Owners in the Said Land and no encumbrance with respect to the Said Land.

Pankaj Deponent Addy

Verification:

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by us there from.

Verified by me at C12 B on this 03 day of March 2012



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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

IN-DL99030791235427U

Certificate Issued Date

03-Mar-2022 03:54 PM

Account Reference

IMPACC (SH)/ dlshimp17/ HIGH COURT/ DL-DLH

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Unique Doc. Reference

SUBIN-DLDLSHIMP1787286735286893U

Purchased by

ALOK TYAGI

Description of Document

Article 4 Affidavit

Property Description

Not Applicable

Consideration Price (Rs.)

(Zero)

First Party

ALOK TYAGI

Second Party

Not Applicable

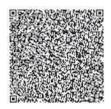
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ALOK TYAGI

Stamp Duty Amount(Rs.)

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(One Hundred only)



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Statutory Alert:

1. The authenticity of this Stamp Pertificate should be wrifted at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding

Affidavit Cum Declaration

I, Mr. Alok Tyagi, an Indian inhabitant residing at E-7/10A Vasant Vihar, New Delhi-110057, bearing Aadhar number- 635972068665, (hereinafter called Land Owner) do hereby solemnly declare, undertake and state as under:

- I am the owner of the land parcel of around 0.3470 Hectare (3,470 sq. meter) bearing Khasra No. 1312 situated at Noor Nagar, Ghaziabad, Uttar Pradesh-201003 (hereinafter referred to as the "Said Land").
- 2. That Vaikuntam Buildcon Private Limited (the "Promoter") has acquired the absolute and lawful right to absolute and lawful right to develop and sell or dispose Plot/ Villa on the Said Land by virtue of Collaboration Agreement dated 22.11.2020, Addendum Agreement dated 21.12.2021, and General Power of Attorney dated 24.02.2022 entered into between the Promoter and the Land Owners at Ghaziabad.
- 3. That I as a Land Owner hereby give my general and specific consents to the Promoter to the following:
 - (a) To raise construction on the Said Land by amalgamating the same with other parcels of land owned by the Said Attorney and/or its associates/affiliates and by further amalgamating the Said Land with other parcels of lands over which the Attorney has right of construction;
 - (b) To make bookings of and to enter into agreements(s) for allotment and/or to sell with prospective buyer(s) of the villas/commercial units to be constructed on the Said Land and to receive booking amount, instalments and other charges etc. from such prospective buyer(s) in its name and to issue receipts in this regard etc;
 - (c) To sell, transfer, convey lease, assign the construction so erected on the Said Land and to sign execute and present for registration before concerned authorities transfer deed(s) in respect of villa and commercial units being part of the constructions, as aforesaid, with undivided proportion rights and interest in the Said Land;
 - (d) To approach all the concerned authorities for all matters in connection with the construction on Said Land and for that purpose to sign such applications, papers,

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writings undertakings, etc., as may be required and to carry on correspondence with the Authorities and also to prefer appeal or appeals from any order of the Competent Authority;

- (e) To make all applications on behalf of and represent the Executants to all statutory, State or Central Government, GDA, RERA, authorities under electricity and water supply undertakings/departments and/or before any other person or authority for grant of requisite sanctions, revised sanctions, permissions and approvals in connection with the construction of the Said Land.
- 4. That the Said Land is free from all encumbrances.
- 5. The Land Owner hereby also encloses title document (khatauni) title search report and no encumbrance certificate issued by the lawyer evidencing ownership of the land owner in the Said Land and no encumbrance with respect to the Said Land.

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Deponent

Verification:

Kamlesh Sharma

Delhi Regd No 2360

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

0 3 MAR 2022

Verified by me at New Delhi on this 3rd day of March 2022

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खाता विवरण (अप्रमाणित प्रति) परमना : (लोनी) तहसील : गाबियाबाद सनपद : गाजियाबाद फसली कां : 1427-1432 भाग : 1 खाता संख्या : 01582 ग्राम का नाम : न्यूनगर खातेदार का नाम / पित्र पति संरक्षक का नाम / निवास स्थान श्चेनफल आदेश टिप्पणी खक्ता संख्या (8.) होगी : 1-क / भूमि जो संक्रमणीय भूमिधरों केअधिकार में हो। 1428-फ आदेश श्रीमान च.पि. इसमा द्वारा आर0सी0 9 वाद स. योगेन्द्रसिंह / मूलचन्द / मोरदी 1313年. 0.5600 20201114000739000190 आदेश दिलांक 27.08,2020 को आदेश हुआ कि खाता न. 1582 पर मृतक योगेन्द्र सिंह पुत्र मृतकन्द निवासी ग्राम मोस्टी गा0बाद के स्थान पर पंकज त्यागी व आदित्व त्यापी पुनगण स्व0 योगेन्द्र त्यागी व श्रीमती सन्तोष पत्नी स्व0 योगेन्द्र त्यागी निवासी ग्राम मोरटी गर्0बाद का नाम क्तीर घारिस दर्ज हो । ४.अ.र.का. । 1428-फ आदेश शीमान रा.नि. साहिमामाद द्वारा आर0सी0 9 बाद स. 20211114000739000952 आदेश दिनांक 18.06.2021 को आदेश हुआ कि खाता न. 1582 पर मृतक सन्तोष परनी योगेन्द्र त्यागी निवासी ग्राम मोरटी पा0बाद के स्थान पर पंकज त्यागी, आदित्य त्यागी पुतराण योगेन्द्र त्यागी निवासी ग्राम मोरटी गां0बाद का नाम बतीर चारिस दर्ज हो । ह.अ.र.का. । थेग 1 0.5800

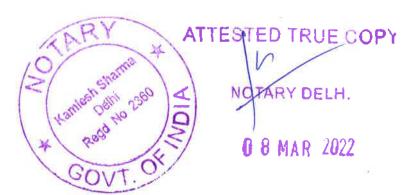
कृषण उन्तर सासरे की प्रस्थित (भूखंड (गरत) के बाद ग्रस्त /विक्स /भू-नक्शा /नामांतरण वरी) हेरा सासरा संख्या पर क्लिक करें

Disclaimen उक्त अंकरे पात्र अक्रोक्तार्थ में, अक विकास अधान में, तास्सील काप्युर केन्द्र एवम सी.एम.मी/लोककार्य तेन्द्र में उद्धाण की प्रधानित प्रति प्रधानित का मकती है ।

Software Powered By: National Informatics Center, Utter Pradesh State Unit, Lucknow.









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खाता विवरण (अग्रमाणित प्रति)				
प्रम का नाम : न्यूनगर परगना : (सोनी) ग्रहसील : गावियाबाद करपद : गा	वेयत्वद फस्सी वर्षः	1427-1432	भरगः 1 स्वाता संख्याः ००१८९	
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Disclarmer: प्रका आंकरे पात असन्धेयनार्थ हैं, गहसील कमध्य केन्द्र एतम की एम.सीम्पोक्तकर्थ केन्द्र से उद्भय की प्रमाणित प्रति प्रसासी जा सकती है ।

Software Powered By, National Informatics Center, Uttar Pradesh State Unit, Lucknow.







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उत्तर प्रदेश UTTAR PRADESH

CC 658012

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT is entered on this 22nd day of November 2020 at Ghaziabad, Uttar Pradesh

BY AND BETWEEN

Mr. Pankaj Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh – 201003 (hereinafter called "the First Owner") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

AND

Mr. Aditya Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh – 201003 (hereinafter called "the Second Owner") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

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उत्तर प्रदेश UTTAR PRADESH

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AND

Mrs. Santosh Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh – 201003, Delhi (hereinafter called "the Third Owner") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

AND

Mr. Alok Tyagi, an Indian inhabitant residing at E-7/10A Vasant Vihar, New Delhi-110057, Delhi (hereinafter called "the Fourth Owner") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

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Mr. Vishal Tyagi, an Indian inhabitant residing at B-177, Gama-1, Greater Noida, Gautam Budh Nagar, Uttar Pradesh-201308 (hereinafter called "the Collaborator") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators.

AND

Vaikuntam Buildcon Pvt Ltd., a company incorporated under the Companies Act 2013 having its registered office at Survey no. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001, India (hereinafter referred to as "Company/SPV" which term unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in interest and permitted assigns);

(The First Owner, Second Owner, Third Owner and the Forth Owner shall collectively be referred to as Owners")

WHEREAS:

- (A) The First Owner, the Second Owner and the Third Owner are the owners of the equal shares of the land parcel of around 0.3307 hectare (3,307 sq. meter) bearing Khasra No. 1313 situated at Noor Nagar, Ghaziabad, Uttar Pradesh-201003 ("First Land Parcel") which is prescribed in detail in ANNEXURE A attached herewith.
- (B) The Fourth Owner is the owner of the land parcel of around 0.3470 Hectare (3,470 sq. meter) bearing Khasra No. 1312 situated at Noor Nagar, Ghaziabad, Uttar Pradesh-201003 ("Second Land Parcel") which is prescribed in detail in ANNEXURE B attached herewith. (The First Land Parcel and the Second Land Parcel shall collectively be referred to as "Land Parcels")
- (C) The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to and absolute owners of the Land Parcels respectively.

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- (D) The Parties herein have entered into a duly registered Consortium Agreement dated for creation of the Villa Vaikuntam Project and pursuant to the said Consortium Agreement, Parties are desirous of entering into this Collaboration Agreement
- (E) The Owners are desirous of developing the Land Parcels through investment by third party and the Collaborator has agreed to invest in the development of the said Land Parcels into a residential cum commercial complex, by name and style of Villa Vaikuntam Project ("Project").
- (F) The Project shall be developed according to the Sanctioned Plan and the Business Plan as mutually agreed by the Parties which is detailed business plan drawn up for the development, operation and maintenance of the Project and including the allocation of the responsibilities between the parties and the Company along with the Project Cost.
- (G) To develop the Project on the Land Parcels, the Owners are, hereby, assigning all the development rights and development interest in the Land Parcels in favour of the Company and hereby give their unconditional and irrevocable consent to the Company that the Company shall be within its unfettered rights to develop the Project on Land Parcels and to market and trade the residential villa or other units developed on the Land Parcels and make profits thereof.
- (H) To execute the Project, the Owners and Collaborators have mutually decided to set up a special purpose vehicle in form a private company and therefore promoted the Company/SPV which will develop the Project on the Land Parcels and will take care of all the responsibilities of the Project including marketing and sale-purchase of the residential villa units erected under the Project. Accordingly, the Company is promoted by the Owners and the Collaborator as a Special Purpose Vehicle for the purpose of developing the Project at the Land Parcels. The terms and conditions shall also be determined as per the Shareholders Agreement to be executed between the parties ("Shareholders Agreement").

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- (I) After execution of the Collaboration Agreement, the Company shall engage and hire project management consultant, if required, to supervise, control and monitor the construction and development of the Project. The Company shall further hire and engage different vendors and contractors for execution of the Project from time to time.
- (J) The parties wish to enter into this Agreement to supervise, manage and control the construction and development in respect of the Project.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties hereto mutually agree as follows –

1. INTERPRETATION

1.1 In this Agreement:

"Agreement" shall mean this Agreement together with its Annexures, if any;

"Board" means the board of directors of the Company for the time being and from time to time;

"Business Plan" means the detailed business plan which shall be drawn up for the development, operation and maintenance of the Project and including the allocation of the responsibilities between the parties and the Company;

"Director" means a director of the Company, and "Directors" shall be construed accordingly;

"Effective Date" means the date on which this Agreement becomes binding on the Parties in its entirety, being the date first written hereinabove.

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"Entity" means any person, corporation, partnership (general or limited), limited liability company, joint venture, association, joint stock company, trust or other business entity or organisation;

"Land Cost" shall mean Rupees Fifteen Crores and Twenty Four Lakhs to be paid to the Owners by the Company for the transfer of development rights in the Land Parcel and the said figure has been arrived at by thorough evaluation and mutual agreement of the Parties;

"Project" has the same meaning as ascribed to it in Recital Error! Reference source not found, hereinabove;

"Project Approvals" shall mean all the statutory/regulatory approvals, permissions, consents, validations, confirmations, licenses and other authorisations required to be obtained by the Company either severally or jointly, for the Project to be implemented as intended under this Agreement.

"Project Cost"/ "Construction Cost" shall mean the cost incurred by the Company for the design, development and construction of the Project, being the aggregate of the following amounts -

- (a) Site development, such as measuring, demarcating, cleaning, cutting, filling and levelling of the land and its complete landscaping
- (b) Laying of road network, electrical network, telecommunication network.
- (c) Laying of sewerage, drainage and water supply lines
- (d) Electrification
- (e) Government fees, levies, charges, if any
- (f) Construction costs
- (g) Cost incurred for the purpose of obtaining the Land Approvals and Project Approvals, Environmental Clearance, Plinth Checking and Completion Certificates, PMC or other departmental NOCs, NA permissions etc.

(h) TDR cost and cost incurred in its sanction and related NOCs

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- (i) Architect fees, RCC, Electrical, Sanitation, Environmental and other project consultant fees
- Any other work incidental to above or specifically referred to as such in this Agreement or such other cost(s) that may be required for completion of the Project.

"Land Parcels" means aggregate of the First Land Parcel & the Second Land Parcel;

"Sanctioned Plan" means the Map or the Layout as sanctioned by the appropriate authority for constructing the residential cum Commercial Project on the Land parcels;

"Villa" means each separate residential unit/villa comprising in the Project and Units shall also be construed accordingly:

- 1.2 In this Agreement, a reference to:
 - 1.2.1 a statutory provision includes a reference to:
 - the statutory provision as modified or re-enacted or both from time to time (whether before or after the date of this Agreement); and
 - any subordinate legislation made under the statutory provision (whether before or after the date of this Agreement);
 - 1.2.2 person includes a reference to any body corporate, unincorporated association or partnership;
 - a person includes a reference to the person's legal personal representatives or 1.2.3 successors; and
 - 1.2.4 a Clause or Annex, unless the context otherwise requires, is a reference to a Clause of or Annexure to this Agreement.
- The Annexures form part of this Agreement and shall have the same force and effect as if 1.3 set out in the body of this Agreement and references to this Agreement include the Annexures.

The headings in this Agreement shall not affect the interpretation of this Agreement.

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2. APPOINTMENT OF PMC AND OTHER CONSULTANTS / VENDORS

- 2.1 Post execution of this Agreement, the Company shall be entitled to appoint project management consultants, architects, EPC contractors, MEP contractors, environment consultant, B&Q consultant or any other vendor or third party contractors and consultants, as the Company deem fit, for execution of the Project in accordance with the Business Plan requirements.
- 2.2 The Company and its agents/assigns/contractors/vendors shall have unfettered rights to enter and access the Land Parcels for executing the Project without limitation.
- 2.3 Pursuant to the completion of the Project strictly in accordance with the Sanctioned Plan and Business Plan, the Company shall have the right to identify customers for occupying the built up units/Villas within the Project and shall have the right to sell the units/Villas in the Project or part thereof, subject to execution and registration of the relevant documentation. Upon identification of the customers for sale of the units, the Company will be entitled to receive the sale consideration and receive the necessary advances, deposits, etc. attendant to the said sale / lease(s). The Company shall have unfettered right to enter into any negotiation or transaction for the sale, lease or transfer of built up units within the Project or bind the parties in any such transaction. The Company shall be entitled in its own right to enter into agreements on what is popularly called ownership basis or otherwise and/or arrangements with any person or persons for the purpose of selling, allotting, and/or transferring any of the Villas/shops/ premises/garages/units of/on the Land Parcels in accordance with the terms and conditions laid down by the competent authorities and as per the Sanctioned Plans and to receive and appropriate the consideration payable in respect thereof and/or any part thereof. The Owners provide their unconditional and unequivocal consent and agreement for such transfer of ownership rights in favour of unit/Villa purchasers and they further agree to be a signatory in all the said transfers in favour of Villa/unit purchasers either through themselves or through their

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3. PROJECT IMPLEMENTATION

- 3.1 The Company shall prepare a detailed Business Plan mutually agreed by the Parties strictly in compliance with the Sanctioned Plan and to be incorporated in the Shareholders' Agreement. The Business Plan would include, amongst others, matters such as timeframe and milestones for completion of the Project, layout and architectural plans, funding requirements, Project Cost etc. subject to Sanctioned Plan.
- 3.2 The Company shall be entitled to entrust the construction, modifications, further development and provision of various facilities on the Land Parcels and existing construction, if any, constituting the Project thereby creating the necessary infrastructure in the Project for the built-up residential units therein through one or several contractors on such terms and conditions as the Company may determine. The Company shall be entitled to create and erect necessary construction for development of the Project including temporary shelters etc. for the workmen and other personnel involved.
- 3.3 Upon completion of the Project, the Company may provide services relating to maintenance of common areas and facilities and other services such as security services etc. directly, or through a nominee, to the association or society formed by the transferees of the built-up residential units within the Project. The charges towards the maintenance of common areas and facilities and house keeping charges shall be paid by the Villa purchasers or the association or society formed by the transferees of the built-up residential units directly to the Company or its nominee under a separate clause in the Villa booking agreement executed by the Company in favour of the Villa purchasers or transferees of the built-up residential units. The Company shall not, under any circumstances, be liable to bear the cost and expenses of maintenance of common areas and facilities pertaining to the buildings in which possessions have been handed over by the Company to the Villa purchasers and the Parties hereby expressly agree and undertake not to raise any claim on the Company in this regard.

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4. FUNDING OF THE PROJECT

The funding for the Project shall be provided to the Company in accordance with the agreed Business Plan by the Collaborator. The Collaborator shall ensure that the Project is adequately financed at all times in order to complete the Project within the time schedules as set out in its Business Plan and the Collaborator clearly agrees that the responsibility of the Company to finance the Project enlisted in the Consortium Agreement is and will be borne exclusively by the Collaborator. The Owners shall have no liability whatsoever in terms of financial contribution w.r.t. the execution of or completion of or any matter arising out of the Project and in the event, the Owners becomes liable for any financial expenses or contribution of any kind w.r.t. the Project, the same shall be forthwith reimbursed by the Company within 7 days of raising such request along with receipts thereof.

5 OBLIGATIONS

Company shall have the following obligations in terms of the Agreement:

- 5.1 To procure and obtain and maintain all requisite Land Approvals and Project Approvals in its name from the appropriate authorities for the development of the Land Parcels into the Project. However, in the event any approval or license is required in the name of the Owners, the Owner shall take such approvals in their names and assign the said approvals/licenses forthwith in favour of the Company without additional compensation except for the statutory fees and expenses which the Owners would have incurred w.r.t. such license/approval.
- 5.2 The Company shall appoint contractors, architects, vendors, suppliers or any third party as required for carrying out the development work on the Land Parcels for execution of the Project and to check, time to time, the quality and quantity of materials used.

5.3 To use its best endeavours to complete the Project as per accepted Indian standards and in accordance with the timelines set out in the Business Plan;

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- 5.4 To provide all the services diligently and professionally and at all times in accordance with the provisions of law for the time being in force.
- 5.5 To comply with all applicable laws and regulations or orders and directives of any competent authority including without limitation applicable labour and other laws and regulations governing its employees, contractors, sub-contractors and any persons employed or engaged by the Company.
- 5.6 To effect adequate public liability, workmen compensation, personal accident and other insurance cover with a reputable insurance company in respect of all employees, contractors, sub-contractors and all persons involved in the construction and completion of the Project, as required.
- 5.7 At all times to maintain the Land Parcels being the site for the Project in a clean and orderly condition.
- 5.8 Upon the successful completion of the Project as per the Business Plan, to obtain the necessary certificate/s of completion/allotment from the appropriate authorities.
- 5.9 To carry out the sale and marketing of the saleable areas within the Project to interested customers. The Company may hire consultants/agents for full potential to fetch the best market price and customers and for this purpose shall be entitled to issue advertisements, publicity, brochures etc and take all necessary steps incidental thereto.
- 5.10 The Company shall deploy persons/agents/vendors for executing the Project and the said employees/vendors/third parties shall be entering into direct contracts with it and the Owners and the Collaborator shall have no liability in respect of the said third parties/vendors and/or employees in any manner whatsoever
- 5.11 The maps or any amendment thereof shall be prepared only by the Architects duly appointed by the Company as per statutory requirements and in the event the Owners require plans/maps for any approval related to the Project, they shall be provided with only such plans/maps as prepared by the Company through their Architects.

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- 5.12 The Company shall be entitled to put up fencing around the Land Parcels or any portion or portions thereof and shall start construction/ development of the Project on the Land Parcels after execution of the Agreement. The Company may also make arrangements for guarding the Land Parcels and preventing any encumbrance or encroachment by trespassers or unauthorized persons upon the Land Parcels or any part or portions thereof. All costs, charges and expenses in respect of the above shall be borne by the Company.
- 5.13 As from the date of execution hereof, the Company shall be solely entitled to deal with and/or negotiate with the unauthorized occupants and/or trespassers on the Land Parcels and to take any proceedings against them and/or to arrive at any arrangement or agreement with them at the costs, charges and expenses as deemed fit. The Owners shall empower and authorize the Company and/or his nominees under the Power of Attorney to be executed as aforesaid to effectively deal and/or negotiate with the trespassers or unauthorized occupants and to receive the possession of the respective area occupied by such trespassers or unauthorized occupants.

6. OBLIGATIONS OF THE OWNERS & THE COLLABORATOR

The Owners & the Collaborator shall have the following obligations under this Agreement:

OWNERS:

6.1 Owners declare that they are the absolute owners of the Land Parcels and are in peaceful possession of the same and that the Land Parcels are free from any kind of encumbrance or mortgage or interest or lien of any kind whatsoever, and there shall be no claim or interest whatsoever either from the family members of the Owners or their legal heirs.

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- 6.2 The Owners do hereby agree to nominate, constitute and appoint the Company to develop/sell/transfer the Villas/Units/Plots as per the Sanctioned Plan or plans/ specifications to be approved and/or sanctioned by the competent authorities of the state of Uttar Pradesh or any authority.
- 6.3 The Owners hereby grant exclusive right of development and construction of the Project on the Land Parcels to the SPV and its agents on what is known as "as is where is basis". Further, it is clearly agreed between the Parties that by no stretch of imagination, this present Agreement shall be construed as conveyance of the Land Parcel in favour of the Company and even at the risk of repetition, it is clarified that this is a Collaboration Agreement whereby development right is being transferred to the Company.
- The Owners desire, consent and confirm that they agree to sell/transfer the units/Villas or any place developed in the said Project in accordance with the Sanctioned Plan, Business Plan, this Agreement and the Shareholder Agreement; and accordingly, will divest and transfer the ownership pertaining to the said unit/Villa to Villa /unit buyers in the Project in accordance with the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any other applicable enactment thereof and shall provide all required assistance to the Company or the Collaborator for such transfer including transfer of registration in favour of such buyers.
- The Company shall submit plans for sanctioning of sale of the Project or part thereof including Villas/units to the Competent Authorities for due approval. The Owners hereby authorise the Company to sign and execute applications, writings, layout, sub-division, building plans and other assurances and submit the same to the concerned authorities and to obtain commencement certificate etc. for the purpose of and for the development of the Land Parcels/Project and also to appoint the Architect for the same.

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- After the execution of the Agreement, if so required, the Owners shall execute a Power of Attorney or any other document, in favour of the Company or any other person nominated by the Company to approach all public/ local/ competent authorities and to submit and obtain sanction of the maps/plans on the Land Parcels/Project or any portion thereof from the concerned authorities. The Owners shall also execute irrevocable Power of Attorney(ies) in favour of the Company or its nominee, agent or any other person so referred to by the Company for the purposes of fulfillment of the obligations under the Agreement as required from time to time.
- The Owner shall pay and discharge all assessments, levies, fines, outgoings, taxes, etc. payable in respect of the Land Parcels up to the date the possession of the Land Parcels till execution of this Agreement. Thereafter, the same shall be paid and borne by the Company till the time the Villas/units are transferred to the buyer and thereafter, such taxes /levies/fines etc. shall be borne and paid by the respective buyer/party/ person alone. Also, all taxes including property taxes, municipal taxes etc. shall be borne by the Company from the date of execution of this Agreement till the time the ownership in the Land Parcels is diverted as per the provisions of the applicable law. If any notice or requisition of the Municipal Corporation or other public body is issued in respect of the Land Parcels after the date of execution of this Agreement, the Company shall comply with the same at its costs and expenses as per this Clause.
- The Owners hereby declare that at present no notice or requisition has been served by the Government or any authority for requisition or acquisition or set-back in respect of the Land Parcels or any part thereof and that so far as they are aware no such requisition or acquisition or set-back is contemplated. Provided always that if the Owners have concealed any such notice issued, inter alia, under any of the acts as aforesaid, the non-defaulting parties and the Collaborator shall be entitled to make good and comply with such requisitions /orders on behalf of the defaulting party and will further be entitled to deduct amount so paid or spent w.r.t. such rectification from the due payment of such defaulting party or in case no amount due, then the said defaulting party shall be liable to pay such amount or compensation whatsoever within 7 days of receipt thereof

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COLLABORATOR:

- 6.9 Collaborator shall ensure that the Project is always adequately financed and there shall never be any shortage of funds, which may be required for successful execution of the Project.
- 6.10 After execution of this Agreement, the Collaborator shall infuse funds into the Company/SPV by way of unsecured interest free loan for commencing, the execution and the Completion of the Project.
- 6.11 It shall be the sole responsibility of the Company to complete the Project after the execution of this Agreement. Subject to the fact that Owners are not under any obligation to infuse any fund/finance in the Project in any form except for transferring the development rights in the Land Parcel to the Company, the Owner and the Collaborator shall co-operate with the Company for proper execution of the Project.
- 6.12 In all circumstances, the Company shall complete the Project, which means and include selling of all Villas/ Units to the Purchasers by October 30, 2024. In no circumstance except for reasons directly attributable to natural calamity or national emergencies, the completion of the Project, which means and include selling of all Villas/ Units to the Purchasers, shall be delayed than March 31st, 2025.

THE OWNERS DECLARE THAT:

- 7.1 The Owners are the absolute owners of the Land Parcels and that the Land Parcels are vacant and without any kind of encroachment. The Land Parcels are equivalent to freehold and is not held under any agreement or otherwise.
- 7.2 That neither the Owners nor his/their predecessors-in-title nor any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the Land Parcels.

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- 7.3 Subject to the competent authorities granting permission and/or sanction under the provisions of the concerned laws, the Owners have good right, full power and absolute authority to grant exclusive rights to develop the Land Parcels into the Project and give such rights to the Company and the Company shall be entitled to develop the Land Parcels subject to the terms and conditions herein contained.
- 7.4 They have not created prior to the date hereof nor shall they create hereafter any right or encumbrance of any nature whatsoever in respect of the Land Parcels or any part thereof.
- On execution hereof, the Owners shall deposit all the title deeds relating to the Land Parcels or latest Khasra Katauni/jamabandi of the Land Parcels or any other document as required by the Company or their advisers for examining the title, encumbrance or defect thereof including for the purposes of the Project.
- 7.6 The Owners shall further hand over to the Company or any concerned person all the relevant documents/deeds and approvals/permissions for the development of the Project on the Land Parcels which are in their possession or shall be in their names.
- 7.7 It is agreed and understood that the Owners or their family members shall not in any way obstruct the Project or development work to be carried out by the Company and shall not do any act, matter or thing whereby the Company will be prevented from carrying out the Company work envisaged under this Agreement
- 7.8 The Owners declare that the Land Parcels in question is an ancestral property. However, the Owners confirm and declare that there is no minor interested in the Land Parcels and hence the question of obtaining the sanction from the competent Court relating to minor's interest in the property does not arise or in case, it arises, the Owners shall take due permission from the competent Court in this regard.
- The Owners hereby declare that they have not entered into with any person or persons Agreement to Sale or Lease or created any third party rights or any encumbrance of any kind in favour of any person or persons in respect of the Land Parcels.

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8. MUTUAL RIGHTS AND OBLIGATIONS

- 8.1 The Company shall be treated as the owner of the Villas, buildings and furniture, fixtures, equipment or anything's related to the Project, except for Land Parcels rights and ownership, etc. which shall be installed in the buildings/units/Villas as a part of the Project.
- 8.2 The Company shall have the exclusive rights to sell, let, sub-let, mortgage or allow use of all or any part of the facilities in the Project or any Unit on such terms and conditions as the Company may deem fit or impose.
- 8.3 The Company shall be entitled, in its absolute discretion, to refuse to sell or lease any Unit to any person.
- 8.4 The Company shall be entitled to all or any consideration received or receivable from any person on the sale of any Unit/Villa within the Project including sale proceeds, premium, advance or deposit and the common areas attendant thereto within the Project and Owners and the Collaborator shall not under any circumstances have any lien, interest or right thereon, except as provided under this Agreement or the Shareholder Agreement.
- 8.5 If the development of the Project or eventual sale of the units/Villas is being hindered or being not completed due to any default on the part of any Party, the Company/Owner/Collaborator shall be entitled to specific performance of this Agreement for due performance of the Agreement along with the liquidated damages as agreed for in the Agreement.

Utilization of the Sale Proceeds/proceeds received by the Company

8.6 The utilization of the sale proceeds and all proceeds received by the Company shall be as under:

(a) All the proceeds, which Company receive out of this Project, shall be first utilized towards meeting the Project Cost/Construction Cost.

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(b) Once the Project Cost/ Construction Cost has been realized by the Company, the proceeds of the Company shall be utilized towards the payment of the Land Cost to the Owners and repayment of unsecured loan to the Collaborator in the proportion of 80:20 respectively.

9. BINDING AGREEMENT AND IRREVOCABLE

This a binding Agreement on all the parties and any breach of the same shall entitle other parties to claim damages and compensation. Observing the nature of the Agreement and the amount of efforts and hard work put in by the Parties pursuant to this Agreement, it has been unequivocally confirmed, consented and agreed by the Parties that if any party breaches any provision of the Agreement, or stop co-operating to fulfil the purposes of this Agreement or any other agreement related to or arising out of the Project, the said Party shall be liable to pay other non-defaulting parties a sum of Rs. 25,000/- as pre-estimated liquidated damages for each day of such delay/non-cooperation/breach on his part subject to any non-defaulting party issuing him a default notice in writing. This liability of payment of liquidated damages is a pre-determined estimated losses incurred by the parties keeping in consideration the huge amount of investment put in for development of the Project and the amount of hard work/efforts/approvals and public interest involved in the said Project, and therefore, all the Parties agree that this liquidated damages is very reasonable and indeed the actual losses shall be much higher and therefore, no party shall ever dispute the liability to pay for such liquidated damages.

10. CONSIDERATION

10.1 The profit derived out of the Project after deducting all expenses including Project Cost/Construction Cost and Land Cost and repayment of unsecured loan of the Collaborator and taxes, shall be shared equally between the Owners and Collaborators.

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11. TERM AND TERMINATION

- This Agreement shall be valid from the date of its execution and remain co-terminus and co-existent with the Shareholders Agreement. This Agreement shall automatically terminate upon the expiry or termination of the SHA without any further requirement on the Parties to give notice of termination.
- 11.2 Further, in the event the Company is unable to complete the Project in accordance with Clause 6.12 of this Agreement, the Owner shall have unequivocal and unqualified and unconditional right to terminate this Agreement and other agreements, which may have been entered into between the parties pursuant to this Agreement.
- 11.3 In all other circumstances, this Agreement cannot be terminated.
- 11.4 In case of termination of this Agreement by the Owners in accordance with Clause 11.2, the Owner shall be entitled to recover the Land Cost, which is Rupees Fifteen Crores Twenty Four Lakhs, from the Project and the Collaborator shall be entitled to recover their unsecured loan, which the Collaborator has given to the Company. Balance Villas/Units shall be shared equally between the Parties.

INDEMNITY

The parties shall indemnify and save harmless the other non-defaulting parties against and from all costs, claims, damages, expenses, demands, liabilities, causes of action and proceedings of whatsoever nature and howsoever arising from or contributed to by:

- Any breach, act or omission by him, their servants or agents, which results in any liability of others, or to the any third party/authority.
- ii. any claim, damage, loss or expense due to or resulting from any negligence or breach of performance or statutory duty on the part of him, their servants or

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13. GENERAL

- 13.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 13.2 The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 13.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 13.4 All out of pocket expenses of and incidental to this Agreement or any agreement arising out of Project including the expenses for documentation/approvals/permissions including stamp duty and registration charges shall be borne and paid by the Company alone.

14 ASSIGNMENT

14.1 No party shall assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of any of its rights or obligations under this Agreement.

15. NOTICES

15.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered post under certificate of posting, (and air mail if overseas) or by fax or by secure electronic mail, to the Parties due to receive the notice at its address and at its fax numbers set out in the beginning of the Agreement and their official e-mail IDs which they use for general communication.

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- 15.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:
 - (i) if delivered personally, when left at the address referred to in Clause 15.1 above;
 - (ii) if sent by mail other than air mail, forty-eight (48) hours after posting it;
 - (iii) if sent by air mail, six (6) days after posting it,
 - (iv) if sent by fax, when confirmation of its transmission has been recorded on the sender's fax machine; and
 - (v) if sent by electronic mode, after 24 hours of sending such mail/communication.

16. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- This Agreement is governed by, and shall be construed in accordance with Indian laws.
- 16.2 If any dispute arises out of or in connection with this Agreement, either party may refer the matter in question to other party with written notice of dispute to be resolved mutually. In the event the said dispute is not resolved through mutual discussions within 30 days of such written reference, the said dispute shall be referred to arbitration by giving written notice thereof to the other party ("Arbitration Notice"), to be finally resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force, which provisions shall be deemed to have been incorporated in this Clause 16 by reference.
- 16.3 The arbitration, which shall be conducted in Ghaziabad, Uttar Pradesh, India, shall be conducted by one (1) arbitrator mutually appointed by the Parties and shall be conducted in the English language. The seat of the Arbitration will be Ghaziabad.
- In the event the parties fail to agree on mutual arbitrator within 15 days of Arbitration Notice, the matter shall be decided in accordance with the Arbitration Act.
- Any decision rendered by the tribunal shall be fully and finally binding on the Parties, 16.5 Each Party shall bear its own costs in respect of the arbitration, except that the fees and other amounts due to the arbitrators shall be borne equally by the Parties.

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17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

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(First Party)

(Third Party)

(Second Party)

ourth Party)

PankaJ (Authorised Signatory of the Company)

ANNEXURE A FIRST LAND PARCEL

Khasra no. 1313 is located in village Noor Nagar falling under Ghaziabad tehsil in the state of Uttar Pradesh. The plot is facing towards North-West direction.

ANNEXURE B SECOND LAND PARCEL

Khasra no. 1312 is located in village Noor Nagar falling under Ghaziabad tehsil in the state of Uttar Pradesh. The plot is facing towards North-west direction.

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CONSORTIUM AGREEMENT

THIS CONSO ITIUM AGREEMENT is entered into on this 4th day of December, 2020 at Ghaziabad, Uttar Pradesh, India

BY AND BETWEEN

Valkuntam Buildeon Pvt Ltd., a company incorporated under the Companies Act 2013 having its registered office at Survey No. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001, India through its Director Mr. Pankaj Tyagi S/o Mr. Yogendra Tyagi R/o Morti, Ator Nr gla, Ghaziabad, Uttar Pradesh - 201003 duly authorized vide Board Resolution Dated 21.11.2020 (hereinafter referred to as "the Lead Member") which term unless repugnant to the context is meaning thereof, be deemed to mean and include its successors-in interest and permitted assigns; PAN - AAHCV6701B,

Penters

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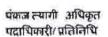
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श्री येंकुंदम विरु**डकोन प्राइवेट लिमिटेड** द्वारा पकज त्यागी अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री योगेंद्र त्यागी

ट्यवसाय : अन्य

शियासी: गोरटी, अटोर नगला गाजियायाद

Pankaj



श्री, वैकुटम विल्डकोन प्राइवेट लिमिटेड दारा

ते यह लेखपत्र इस कार्यालय में दिनॉक 04/12/2020 एवं 12:01:36 PM वजे निवंधन हेतु वंश किया।



रजिस्ट्रीकरण अधिकारी के हस्लाक्षर

शर्मा न्ययनकुमार एस० उप निवंधक सदर द्वितीय गाजियाबाद ०४/12/2020

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Mr. Pankaj Tyagi S/o Mr. Yogendra Tyagi an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Prudesh — 201003 (hereinafter called "the Second Member") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

Aadhar Card No. 5743 6960 9672

AND

Mr. Aditya Tyagi S/o Mr. Yogendra Tyagi, an Indian inhabitant residing at Morti. Ator Nagla. Ghaziabad, Uttar Pradesh – 201003 (hereinafter called "the Third Member") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

Aadhar Card No. 2229 9815 4711

AND

Mrs. Santosh Tyagi W/o Mr. Yogendra Tyagi, an Indian inhabitant residing at Morti. Ator Nagla, Ghaziabad, Uttar Pradesh - 201003, (hereinafter called "the Fourth Member") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

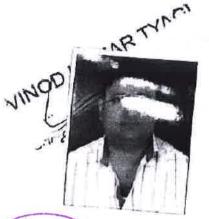
Voter 1 Card No. JHX6142343

AND

Mr. Alok Tyagi S/o Mr. Brham Dutt Tyagi, an Indian inhabitant residing at E-7/10A Vasant Vihar, New Delhi-110057 (hereinafter called "the Fifth Member") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators; Aadhar Card No-6359 7206 8665

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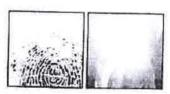
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श्री वैकुंद्रम बिल्डकोन पाइवेट लिमिटेड के द्वारा पंकज त्यामी , पुत्र श्री योगेद्र त्यामी

निवासी: औरटी, अटोर नगला गाजियाबाद

व्यवसायः अन्य भागीदार: 2



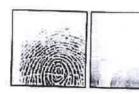


बी पंकार त्यामी, पुत्र भी योगेंद्र त्यामी

निपासी ओरटी, अटोर तगला गाजियाबाद

ट्यवसाय: अन्य





श्री आदित्य त्यागी; पुत्र श्री ये हैंद्र त्यागी

निवासी: मोरटी: अवॉर नगुला

व्यवसायः अन्य

भागीदार: 4



श्रीमती सन्तोष पत्री श्री खेनुह ह्याग्री

निवासी मोरटी, अटोर लगला गाजियाबाद

व्यवसाय गृहिणा सन्ती प

भागीदार: 5





श्री आलोक त्यामें| पुत्र श्री सहम दत त्या निवासी ई-7/10



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AND

Mr. Vishal Tyagi, an Indian inhabitant residing at B-177, Gama-1, Greater Noida, Gautam Budh Nagar, Uttar Pradesh-201308, Delhi (hereinafter called "the Sixth Member") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

Aadhar Card No. 1379 6808 8276

The Lead Member and all the other members shall be collectively referred to as "Consortium Members" for the purpose and objects outlined in this Consortium Agreement.

Whereas all the Consortium Members are desirous of forming a Consortium with a desire and aim to develop and construct residential cum commercial Villa Project by the style and name of "Villa Vaikuntam Project" in Ghaziabad and all the Consortium Members have also agreed with complete clarity to appoint "Vaikuntam Buildoon Pvt Ltd" as the Lead Member, which shall make all requisite expenditure in respect of the aforesaid object of developing the Project and shall be responsible for allotting the property/units/flats/villa and shall also be entitled to receive payment thereof. In addition to the foregoing, the Lead Member is under the obligation to carry out all other work and activity related to the said Project.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each member, the Consortium Members hereto mutually agree as follows -

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थी विशाल त्यागी, पुत्र श्री जान चंद त्यागी

निवासी: वी-127, बामा-1 ग्रेटर नोएडा गौतमबुद्ध नगर

व्यवसाय: अन्य

ने निष्पादन स्वीकार किये। जिनकी पह पान पहचानकर्ताः ।





श्री अभियेक त्यागी , पुत्र श्री आलोक त्यागी

नियासी: ई-7/10 ए यसंत यहार ई प्रशंक कुसुम पुर वसत विहार-। साउथ वेस्ट दिल्ली-57

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पहचानकर्ताः 2



श्री अनमोस त्यागी , पुत्र श्री संदीप त्यागी

निवासी: 8/70 नियर सेंट्रल_पार्क सैक्टर-8 राज नगर

गाजियाचाद

व्यवसायः अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

शर्मा निवनकुमार एस० उप निवंधक : सदर द्वितीय गाजियाबाद

विनीत कुमार नियंधक लिपिक

ने की । प्रत्यक्षतः भद्र साहित् नियमानुसाई तिए गए है टिप्पणीर्



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- 1. This Consortium shall come into existence, full force and effect from 11th November, 2020. It is agreed between the Consortium Members that principal place of business may only be changed after and in accordance with due approval and consent of all the Consortium Members. Until the completion of the Villa Vaikuntam Project, this Consortium shall continue to exist with full force and effect.
- The Consortium Members have deliberated upon the issue of shareholding and have agreed that the shareholding shall be decided by them unanimously later on.
- 3. It is agreed between the Consortium Members that the Lead Member will be obligated to arrange finance for the Project in future and is burdened with the responsibility of implementing the Project successfully in its entirety. In addition, the Lead Member shall be required, if necessary, to raise loan from financial institution/Banks for proper implementation of the Project and it is the Lead Member, which shall be required to meet any shortfall in financing of the Project.

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- 4. The Consortium Members hereby authorize the Lend Member to make all necessary applications and furnish other documents to various authorities and government departments as may be required in respect of the said Project and for achieving the purpose and object of this Agreement. Further, the Lead Member for and on behalf of all the Consortium Members shall submit proposal and lay-out plan to the Ghaziabad Development Authority and Uttar Pradesh Real Estate Regulatory Authority for registration, sanction and approval pertaining to the said Project.
- 5. The Lead Member shall open the bank account in its name for and on behalf of the Consortium and the said Bank Account would be operated under the signature of the Lead Member. The closing of the accounts of the Consortium shall be on 31st March of each year.
- No party shall assign, transfer or create any trust in respect of, or purport to assign, transfer or create any trust in respect of any of its rights, benefits or obligations under this Consortium Agreement.
- 7. In no event, it shall be construed that this Agreement provides for sharing of the profit and loss arising out of the efforts of any of the Member except for what is provided in this Agreement or any sub-contract pursuant hereto. Except for what is provided in this Consortium Agreement, no Member shall liable to each other.

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- 8. Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered post under certificate of posting, (and air mail if overseas) or by fax or by secure electronic mail, to the Parties due to receive the notice at its address and at its fax numbers set out in the beginning of the Agreement and their official e-mail IDs which they use for general communication.
- In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:
 - (i) if delivered personally, when left at the address referred to in Clause 8 above;
 - (ii) if sent by mail other than air mail, forty-eight (48) hours after posting it;
 - (iii) if sent by air mail, six (6) days after posting it;
 - (iv) if sent by fax, when confirmation of its transmission has been recorded on the sender's fax machine; and
 - (v) if sent by electronic mode, after 24 hours of sending such mail/communication.
- 10. Each Party (Receiving Party) agrees to keep this Agreement confidential and use the Confidential Information of the other Party (Disclosing Party) for no purpose other than the performance of this Agreement. However, a Party may disclose the other Party's Confidential Information to its (or its Affiliates') employees, representatives, agents, consultants or advisers to the extent their knowledge of the Disclosing Party's Confidential Information is necessary for the Receiving Party's performance of this Agreement (Permitted Recipients), provided that the Receiving Party shall procure that each Permitted Recipient complies with this Clause 10 and that the Receiving Party shall be liable for failure of any Permitted Recipient to comply with this Clause 10. Without limiting the foregoing, each Receiving Party shall use a degree of care no less onerous than what it takes for its own Confidential Information of a similar nature.

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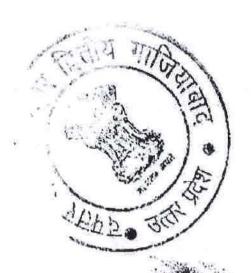
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- 11. The obligations set out in Clause 10 do not apply to information:
 - (i) that is already in the public domain or becomes available to the public other than through breach by the Receiving Party of this Clause 10; or
 - (ii) to the extent required to be disclosed by the Receiving Party pursuant to (or to comply with) any applicable law or regulation or government, regulatory or judicial order, provided the Receiving Party has, in the case of a government, regulatory or judicial order, promptly notified the Disclosing Party of the requirement to comply with such order and the Disclosing Party has failed to obtain before the time limit required to comply with such order a waiver from compliance with such order; or
 - (iii) that is lawfully acquired by the Receiving Party from an independent source without the obligation to maintain the confidentiality of such information; or
 - (iv) was lawfully known to the Receiving Party prior to or independent of its disclosure by the Disclosing Party pursuant to this Agreement; or
 - (v) was or is independently developed by the Receiving Party without breach of this Agreement.
- 12. A Party may not make any unnouncement, press release or other comment relating to this Agreement or any matter referred to in it without the prior written approval of the other Party.

13. The obligations set out in this Clause 10 shall survive the expiry or termination of this Agreement.

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- 14. This Agreement is governed by, and shall be construed in accordance with Indian laws and in the event of conflict between this Agreement and the law, the latter shall prevail.
- 15. The invalidity, illegality or unenforceability of any one or more provisions of this Agreement that is not fundamental to it shall not affect or limit the validity, legality or enforceability of the other provisions, and the Members hereto shall use their best endeavors to attain the objective of the invalid provisions by replacing it with a new legally acceptable provision which reflects as far as possible the original intentions of the Parties.
- 16. If any dispute arises out of or in connection with this Agreement regarding its existence, validity or termination, either party may refer the matter in question to other party with written notice of dispute to be resolved mutually. In the event the said dispute is not resolved through mutual discussions within 30 days of such written reference, the said dispute shall be referred to arbitration by giving written notice thereof to the other party ("Arbitration Notice"), to be finally resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 for the time being in force, which provisions shall be deemed to have been incorporated in this Clause 16 by reference.
- 17. The arbitration, which shall be conducted in Ghaziabad, India, shall be conducted by one (1) arbitrator unanimously appointed by the Parties and shall be conducted in the English language. In the event the parties fail to agree on mutual arbitrator within 15 days of Arbitration Notice, the matter shall be decided in accordance with the Arbitration Act.

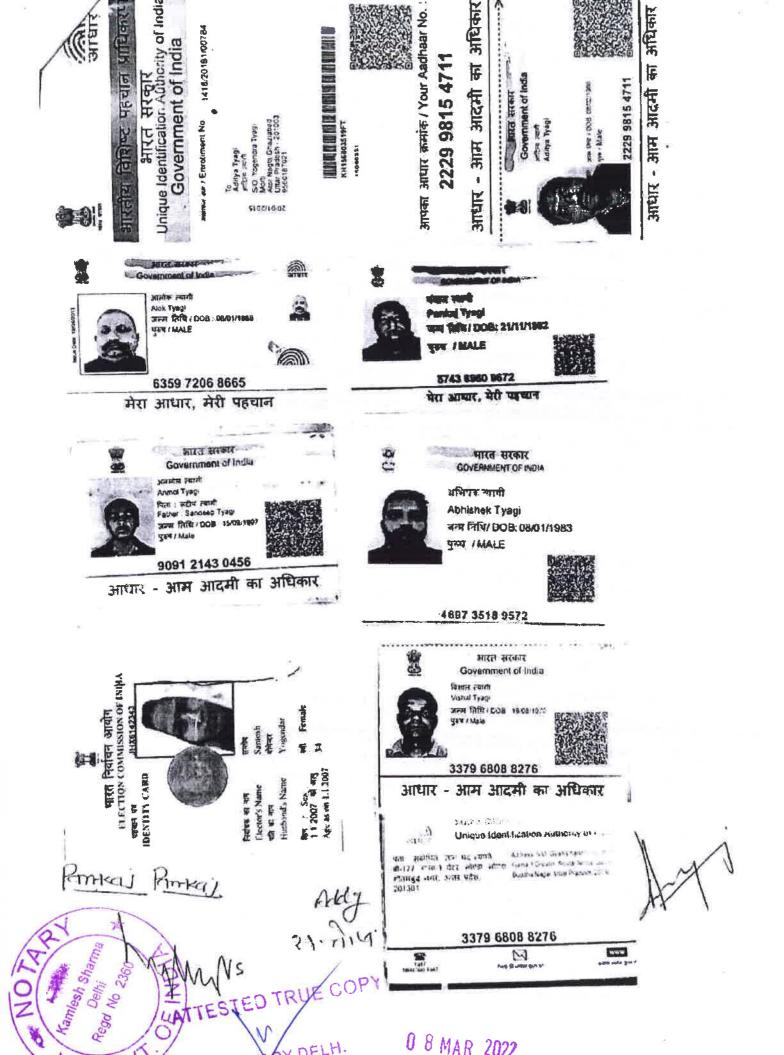
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GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that VAIKUNTAM BUILDGON PRIVATE LIMITED is incorporated on this Sixteenth day of October Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309UP2020PTC136370.

The Permanent Account Number (PAN) of the company is AAHCV6701B

The Tax Deduction and Collection Account Number (TAN) of the company is MRTV05284G

Given under my hand at Manesar this Sixteenth day of October Two thousand twenty.

Committee in

Digital Signature Certificate
SHIVARAJ C RANJERI
ASST, REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mea.gov.in

Mailing Address as per record available in Registrar of Companies office:

VAIKUNTAM BUILDCON PRIVATE LIMITED KH. NO. 920, NEAR AK CHILDREN ACADEMY MORTI, GHAZIABAD, Ghaziabad, Ultur Pradesh, India, 201001

*as issued by the Income Tax Department

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- 18. Any decision rendered by the tribunal shall be fully and finally binding on the Parties, Each Party shall bear its own costs in respect of the arbitration, except that the fees and other amounts due to the arbitrators shall be borne equally by the Parties.
- 19. On the occurrence of any of the following events, this Consortium Agreement shall stand terminated:
 - Rejection of the proposal by the Government of Uttar Pradesh; (a)
 - (b) Upon Completion of the Project;
 - On unanimous consent of all the Consortium Members. (c)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

3rd MEMBER 4th MEMBER MEMBER LEAD MEMBER MEMBER 1

WITNESS No.1 Abhishek Tyagi S/u Mr. Alok Tyagi R/o E-7/10A, Vasant Vihar, E Block,

Kusum Pur, Vasant Vihar-I,

South West Delhi, Delhi - 110057 (

Aadhar Card No. 4697 3518 9572

WITNESS No.2 Anmol Tyagi S/o Mr. Sandeep Tyagi

R/o R-8/70, Near Central Park, Sector-8.

Raj Nagar, Ghaziabad (U.P.)

Azdhar Card No. 9091 2143 0456

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शर्मा नविनकुमार एस0 उप निबंधक : सदर द्वितीय गाजियाबाद

04/12/2020



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Vaikuntam Buildcon Pvt. Ltd.

Survey no. 920, Raj Nagar Extension Near A.K. Children Academy Ghaziabad, Uttar Pradesh 201001

CIN: U45309LIP2020PTC1 his/o

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED IN A MEETING OF THE BOARD OF DIRECTORS (THE "BOARD") OF M/S VAIKUNTAM BUILDCON PRIVATE LIMITED (THE "COMPANY") ON SATURDAY NOVEMBER 21", 2020 AT 11:00 A.M.AT THE PRINCIPAL PLACE OF BUSINESS OF THE COMPANY AT GHAZIABAD, UTTAR PRADESH - 201001 INDIA AND HAS BEEN DULY RECORDED IN THE MINUTES BOOK OF THE COMPANY

"RESOLVED THAT the Shareholder Agraement, Consortium Agreement and Collaboration Agreement be entered and signed by the Company for the development of land."

"RESOLVED FURTHER THAT Mr. PANKAJ TYAGI, director of the Company, be and are hereby authorized to sign all agreements, contracts documents, papers, etc. and to do all other necessary act in this regard to give effect to the above resolution."

"RESOLVED FURTHER THAT all the Directors and Shareholders are entering into the aforesaid agreements

with the Company on arm length basis"

By Order and on behalf of the Board For VAIKUNTAM BUILDCON PRIVATE LIMITED

For Vaikuntam Buildcon Pvt. Ltd.

Director

PANKAJ TYAGI (Director) DIN: 08921881

Place: New Delhi Date:21/11/2020

Romkaj Pankaj

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Government of Uttar Pradesh

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Certificate No.

Certificate Issued Date

Account Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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Vaikuntam Buildcon Pvt Ltd

: Article 5 Agreement or Memorandum of an agreement

: Not Applicable

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This Stamp paper forms an integral part of addendum Agreement.

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ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is entered into on this the 21st day of December , 2021:

BY AND BETWEEN

Mr. Pankaj Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh - 201003 (hereinafter called "the First Owner") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

AND

Mr. Aditya Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh - 201003 (hereinafter called "the Second Owner") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

AND

Mr. Alok Tyagi, an Indian inhabitant residing at E-7/10A Vasant Vihar, New Delhi-110057, Delhi (hereinafter called "the Fourth Owner") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

AND

Mr. Vishal Tyagi, an Indian inhabitant residing at B-177, Gama-1, Greater Noida, Gautam Budh Nagar, Uttar Pradesh-201308 (hereinafter called "the Collaborator") which expression shall unless it be repugnant to the context or meaning thereof, be deemed to include their respective heirs, executors, permitted assigns and administrators;

AND

Vaikuntam Buildeon Pvt Ltd., a company incorporated under the Companies Act 2013 having its registered office at Survey no. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001, India (hereinafter referred to as "Company/SPV" which term unless repuenant to the context or meaning thereof, be deemed to mean and include its successors-in interest and permitted assigns);

(The First Owner, Second Owner and the Forth Owner shall collectively be referred in us Owners")

- (A) The Parties entered into a duly registered Consortium Agreement dated 4¹⁶ December, 2020 for creation of the Villa Vaikuntam Project (The parties decided to amend the name from Villa Vaikuntam project to Vilasaa)
- (ii) The Owners entered into a detailed Master Business Agreement dated 19th day of November 2020, whereby they agreed to enter into a detailed Collaboration Agreement with the Collaborator and the Company to transfer development rights to the Company and they also agreed to enter into detailed shareholding agreement with the Collaborator and the Company.
- (C) The Parties entered into a detailed Collaboration Agreement dated 22nd day of November 2020, whereby they transferred the development rights in the Land Parcels to the Company and they also agreed to enter into detailed shareholding agreement among themselves for regulating their affairs, obligations and rights in the Project and the Company.
- (D) The Parties came together to enter into this detailed shareholding agreement for regulating their affairs, obligations and rights in the Project and the Company and accordingly the Parties entered into a detailed Shareholders Agreement dated 24th day of November 2020.
- Whereas Mrs. Santosh Tyagi, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh 201003, Delhi (hereinafter called "the Third Owner") was party to all the aforesaid agreements and she demised on 15th April 2021 due to Covid 19.

NOW IT IS HEREBY AGREED as follows:

- The Fourth Owner, Collaborator and the Company are aware of the fact that the First Owner and Second Owner are the heirs of the Third Owner.
- The First Owner and the Second Owner have agreed to undertake the respective responsibilities and obligations of the Third Owner, which Third Owner was required to perform in terms of the Consortium Agreement, Collaboration Agreement, Master Business Agreement and Shareholders Agreement.
- The Fourth Owner. Collaborator and the Company agree and acknowledge that the First Owner and Second Owner will be entitled to share the benefits of

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the Third Owner, which would have accrued on the Third Owner in terms of the Consortium Agreement, Collaboration Agreement, Master Business Agreement and Shareholders Agreement.

- 4. For the sake of clarification, it is agreed between the Parties that all rights and obligations of the Third Owner enshrined in the Consortium Agreement, Collaboration Agreement, Master Business Agreement and Shareholders Agreement shall be shared equally by the First Owner and Second Owner.
- This Addendum shall modify the understanding set out in the Consortium Agreement, Collaboration Agreement, Master Business Agreement and Shareholders Agreement only to the limited extent set out herein and all other terms of Consortium Agreement. Collaboration Agreement, Master Business Agreement and Shareholders Agreement shall continue to be binding and applicable on Parties.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED AND EXECUTED THIS AGREEMENT BY THEMSELVES OR THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE HEREOF.

(First Owner)

(Collaborator)

WITNESS No.1:

WITNESS No.2:

(Second Owner)

For Valkontam Buildcon Pvt. Lid.

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(Authorised Signatory of the Company)
Authorised signatory

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NO OBJECTION CERTIFICATE BY PREETI TYAGI

TO WHOM SO EVER IT MAY CONCERN

I do hereby agree that I have no objection towards creation of any interest, right lien or encumbrance in the Khusra# 1313 Noor Nagar, Ghaziabad, Uttar Pradesh-201003 by Mr. Pankaj Tyagi and Mr. Aditya Tyagi in favor of anyone by entering into Consortium Agreement, Collaboration Agreement, Master Business Agreement, Shareholder Agreement or by any agreement or document.

I further express my willingness to enter into a similar arrangement with Vaikutam Buildeon Private Limited for the purpose and object enumerated in the Consortium Agreement, Collaboration Agreement, Master Business Agreement, Shareholding Agreement if I am required to do so.

I further state that I shall under no circumstance ever demand any claim or compensation from any third party, who are signatory to the above agreements for issuing this No Objection Certificate.

I further undertake to never question any right, title, interest or encumbrance created in the above Land Parcel by Mr. Pankaj Tyagi and Mr. Aditya Tyagi in terms of the present Addendum Agreement. I further state that I have no objection to the rights and obligations entrusted upon Mr. Pankaj Tyagi and Aditya Tyagi in terms of the present Addendum Agreement dated 21st December 2021.

I state that I have given my aforesaid No Objection out of my free will and without any kind of duress or coercion.

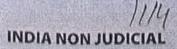
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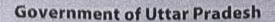
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Certificate No.

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Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

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Article 48 Power of Attorney

Not Applicable

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For Valkurtam Buildcon Pvt. Ltd.

Authorised signatory

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Article 48 Power of Attorney

Not Applicable

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For Valkuntam Bulldcon Pvt. Ltd.

Authorised signatory

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GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is executed at Ghaziabad on this 24th day of February 2022 by Mr. Pankaj Tyagi (Aadhar Card No. - 5743 6960 9672) S/o Late Shri Yoggndra, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh – 201003 (hereinafter called "First Executant") and

Mr. Aditya Tyagi (Aadhar Card No. - 2229 9815 4711) S/o Late Shri Yoggadra, an Indian inhabitant residing at Morti, Ator Nagla, Ghaziabad, Uttar Pradesh – 201003 (hereinafter called "the Second Executant").

Both the Executants are jointly referred to as Executants.

WHEREAS

- A. The Executants are the joint-owners of the equal shares of the land parcel of around 0.3307 hectare (3,307 sq. meter) bearing Khasra No. 1313 situated at Noor Nagar, Ghaziabad, Uttar Pradesh-201003 (hereinafter referred to as the "Said Land").
- B. It is considered necessary and expedient by the Executants to execute and register the present power of attorney in favour of their associate company, namely, Vaikuntam Buildeon Pvt. Ltd., a company incorporated under the Companies Act 2013 having its registered office at Survey no. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001, India authorizing it to construct and develop a residential cum commercial complex, by name and style of Vilasaa ("Project") in accordance with the building plan to be sanctioned by the Ghaziabad Development Authority, (hereinafter referred to as the "GDA").

For Valkuntam Buildcon Pot Ltd

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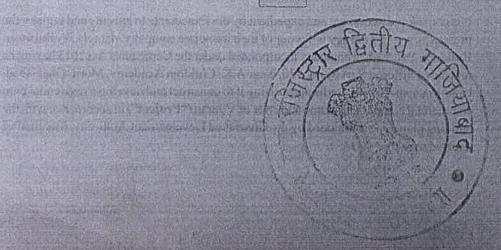
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रजिस्ट्रीकरण अधिकारी के हरलाक्षर

शर्मा ना म्यहुमार एस० उप निबंधके सदर द्वितीय गासियांबाद 24/02/2022

भिन्न करिया है कि प्रतिकार का त्यांकार के प्रतिकार के प्रतिकार कर के प्रतिकार के प्रतिकार के प्रतिकार के प्रतिक अपने के प्रतिकार कर के बार कि प्रतिकार के प्रतिकार के प्रतिकार के प्रतिकार के प्रतिकार के प्रतिकार के प्रतिकार

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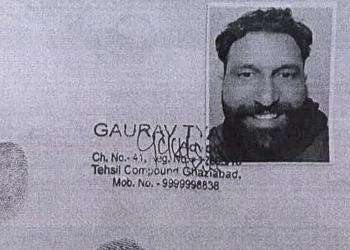
Now, THEREFORE, BY THESE PRESENTS, the above-named Executants do hereby nominate, constitute, appoint and authorize Vaikuntam Buildeon Pvt Ltd., a company incorporated under the Companies Act 2013 having its registered office at Survey no. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001 represented through Mr. Abhinav Tyagi (Aadhar Card No. 7694 5787 5779) S/o Shri Alok Tyagi R/o an Indian inhabitant residing at E-7/10A Vasant Vihar, New Delhi-110057 authorized through Board Resolution dated 23-02-2022, as his true and lawful attorney, hereinafter referred to as the "Said Attorney", in fact and in law, for it and in its name and on its behalf to do the following acts, deeds, matters and things for the aforesaid purpose that is to say:-

To make all applications on behalf of and represent the Executants to all statutory, State
or Central Government, GDA, RERA, authorities under electricity and water supply
undertakings/departments and/or before any other person or authority for grant of requisite sanctions, revised sanctions, permissions and approvals in connection with the
construction of the Said Land.

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For Vaikuntam Buildcop Pvt. Ltd.

Authorised sportory



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बही संवः 4

रजिस्ट्रेशन सव: 1114

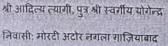
वर्ष: 2022

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि र प्रलेखानुसार उक्त मुख्तार कर्ताः 1

श्री पंकज त्यागी, पृत्र श्री स्वर्गीय योगेन्द्र निवासी: मोरटी अटोर नगला गाजियाबाद

व्यवसाय: अन्य

मुख्तार कर्ताः 2



व्यवसाय: अन्य

मुखतारः 1





श्री vaikuntam buildcon private limited के द्वारा अभिनव त्यागी , पुत्र श्री आलोक त्यागी

निवासी: सर्वे नंबर-920,नियर ए.के. चिल्डरन् अकादमी मोरटी गाज़ियाबाद उत्तर प्रदेश

व्यवसाय: अन्य ने निष्पादन स्वीकार किया। जिनकी पहचान





पहचानकर्ताः ।

श्री ब्रिज मोहन वर्मा , पुत्र श्री श्रीनिवास वर्मा

निवासी: मकान नंबर 462,एल आई जी फ्लैट.

गाजियाबाद

व्यवसाय: अन्य

पहचानकर्ताः 2

श्री अभिषेक त्यागी , पुत्र श्री आलोक त्यागी

िवासी: \$-7/10ए वसंत विहार ,न्यू दिल्ली-110057

Mohiche व्यवसाय अन्य

गए हैं।

दिप्पणी :

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए





रजिस्ट्रीकरण अधिकारी के हस्लाक्षर

शर्मा नविभवुँमार एस॰ उप निबंधक सदर द्वितीय गाजियाबाद

> विनीत कुमार तिलधकाली प्रक



- 2. To approach all the concerned authorities for all matters in connection with the construction on Said Land and for that purpose to sign such applications, papers, writings undertakings, etc., as may be required and to carry on correspondence with the Authorities and also to prefer appeal or appeals from any order of the Competent Authority.
- 3. To make bookings of and to enter into agreements(s) for allotment and/or to sell with prospective buyer(s) of the villas/commercial units to be constructed on the Said Land and to receive booking amount, instalments and other charges etc. from such prospective buyer(s) in its name and to issue receipts in this regard etc.
- 4. To raise construction on the Said Land by amalgamating the same with other parcels of land owned by the Said Attorney and/or its associates/affiliates and by further amalgamating the Said Land with other parcels of lands over which the Attorney has right of construction.
- To sell, transfer, convey lease, assign the construction so erected on the Said Land and to sign execute and present for registration before concerned authorities transfer deed(s) in respect of villa and commercial units being part of the constructions, as aforesaid, with undivided proportion rights and interest in the Said Land.

Pankai Addy

For Valkuntam Buildcon Pyt. Ltd.

Authorised signatory



0 B MAR 2022



CH NICHT MOD 1200510 Tensil Compound Shaziabad. Mob. No. - 9999958838

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- To Said Attorney is entitled to authorize any of its employee(s) by way of Board's 6. Resolution or otherwise to do all or any power as conferred herein.
- To sign, verify, file and present all kind of deeds, plaints, complaints, reviews, revision, 7. appeals written statements, affidavits, undertakings etc. in proper courts and offices, to represent in all the proceedings to deposit and withdraw money and documents, to issue receipts, to admit or deny the documents in these proceedings and to do all acts, deeds, matters and things which are necessary for the same,
- To accept the service of any writ, summon or other legal notice and to appear and 8. represent in any courts or before any Magistrate, judicial or quasi-judicial bodies, GDA, RERA and to commence or file any suit/case in any Court or before any authority or tribunals as and when necessary and/or withdraw the same.

Ady-

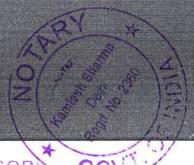
For Vaikunjam Buildcon Pvt. Ltd.

- To receive the decretal amount, costs, compensations, refund of stamps, judicial or nonjudicial and other refunds from any Court, office or authorities.
- To appear and represent the Executants before any and all concerned Authorities and government bodies, as may be necessary, required or advisable in connection with the construction on the Said Land.
- 11. That is hereby mentioned that the Attorney is entering this power of attorney on behalf of the Executants and all actions, carried out by the Attorney shall be deemed to be performance and acts of the Executants.

Addy-

For Valkunjam Buildeon PVt. Ltd.

0 8 MAR 2022



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12. Possession is not delivered and no consideration has been taken by the Executants.

And generally, to do all other acts, deeds, matters and things whatsoever in connection with the Said Land and for the purposes, as aforesaid. This General Power of Attorney is revocable.

AND EXECUTANTS HEREBY undertake and agree to ratify and confirm all acts, deeds and things done or caused to be done by the Said Attorney, as if done by them personally for all intents and purpose.

IN WITNESS WHEREOF, the Executants hereby have executed this General Power of Attorney, at the place and on the date, month and year first mentioned hereinabove and in the presence of the following witnesses:-

Hamkau

Addy

For Valkuntam, Buildcon Pyt. Ltd.

Authorised signatory

Ch. Nq. - 4 1, regl Nb. - 12805/10
Tehsil Compound Ghaziabad,
Mob. No. - 9999998838

Ch. No. 41 Reg. No. 12805/10
Tehsil Compound Ghaziabad.

SIGNED, EXECUTED AND DELIVERED BY:

Pankaj

PANKAJ TYAGI (FIRST EXECUTANT)

ADITYA TYAGI (SECOND EXECUTANT)

Vaikuntam Buildcon Pvt. Ltd. Through its Authorized Signatory

For Vaikuntam Buildoon Pyt Ltd.

ATTORNEY

WITNESSES:

1.

Mr. BRIJ MOHAN VERMA S/o Shri, Shriniwas Verma R/o House No. 462, LIG Flat, Sector-1, Vasundhara, Ghaziabad.

Aadhar Card No. - 4198 5427 6171

2.

Mr. ABHISHEK TYAGI S/o Shri Alok Tyagi R/o E-7/10-A, Vasant Vihar, E-Block, Kusum Puri, Vasnant Vihar, South West Delhi, Delhi-110057.

Drafted by: GAURAV TYAGI, Advocate, Chamber No. 41, Tehail Compound, Ghaziabad.

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आवेदन सं॰: 202200739025540

बही संख्या 4 जिल्द संख्या 1249 के पृष्ठ 19 से 38 तक क्रमांक 1114 पर दिनॉक 24/02/2022 को रजिस्ट्रीकृत किया गया ।

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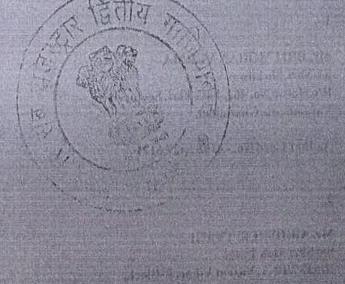
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शर्मा नविनकुमार ॥ ५० उप निबंधक : सदर दृति, प्रथ

> गाजियाबाद 24/02/2022

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भाग १

प्रस्तुतकर्ता अथवा प्राथी द्वारा रखा जाने वाला

अनिबन्धक सदर दिलीय गाजियाबाद ज्ञम 2022137007169

आवेचन संख्या : 202200739025540

लेखा या प्रार्थना पत्र प्रस्तुत करने का दिनाँक

2022-02-24 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम पंकज त्यागी

लेख का प्रकार

मुख्तारनामा आम

प्रतिफल की धनराशि

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1 . रजिस्ट्रीकरणं शुल्क

500

2 . प्रतिलिपिकरण शुल्क

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3 . निरीक्षण या तलाश शुल्क

4 . मुख्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6. विविध

7 . यात्रिक भत्ता

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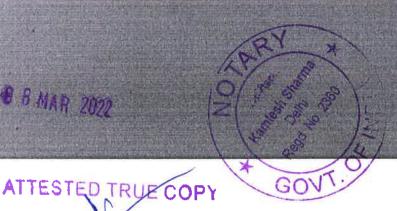
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प्रमाण पत्र वापस करने के लिए तैयार होगा

2022-02-24 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

10 8 MAR 2022





INDIA NON JUDICIAL

SUMIT BANSAL LICENCE NO. 351 TEHSIL, GHAZIABAD

Government of Uttar Pradesh

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-UP29815580075871U

24-Feb-2022 11:32 AM

NEWIMPACC (SV)/ up14070604/ GHAZIABAD SADAR/ UP-GZB

SUBIN-UPUP1407060450394250074888U

ALOK TYAGI

Article 48 Power of Attorney

Not Applicable

ALOK TYAGI

Not Applicable

ALOK TYAGI

(Fifty only)



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For Valkuntam Buildoon Pvt. Ltd.



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SUMIT BANSAL LICENCE NO. 351 TEHSIL, GHAZIABAD

Government of Uttar Pradesh

e-Stamp

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-UP29815580075871U

24-Feb-2022 11:32 AM

NEW(MPACC (SV)/ up14070604/ GHAZIABAD SADAR/ UP-GZB

SUBIN-UPUP1407060450394250074888U

ALOK TYAGI

Article 48 Power of Altorney

Not Applicable

ALOK TYAGI

Not Applicable

ALOK TYAGI

(Fifty only)



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For Valkuntam Buildcon Pvt. Ltd.

Authorised sig

0 8 MAR 2022

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SUMIT BANSAL LICENCE NO. 351 TEHSIL, GHAZIABAD

Government of Uttar Pradesh

e-Stamp

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-UP29841652217386U

24-Feb-2022 11:44 AM

NEWIMPACC (SV)/ up14070604/ GHAZIABAD SADAR/ UP-GZB

SUBIN-UPUP1407060450448245443838U

ALOK TYAGI

Article 48 Power of Attorney

Not Applicable

ALOK TYAGI

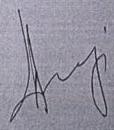
Not Applicable

ALOK TYAGI

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(Fifty only)





For Valkynjam Bulldcon Pyt Ltd.

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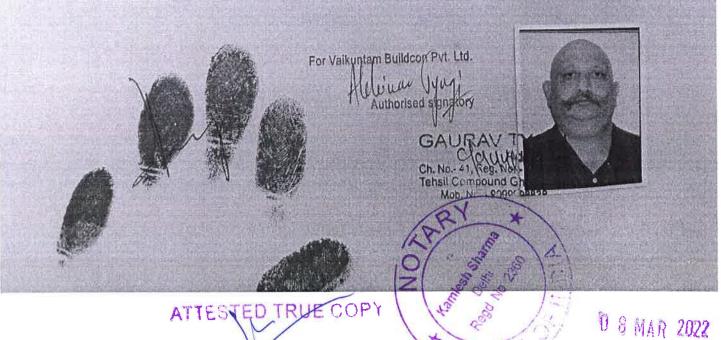
GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY is executed at Ghaziabad on this 24th day of February 2022 by Mr. Alok Tyagi S/o Col. B.D. Tyagi, an Indian inhabitant residing at E-7/10A Vasant Vihar, New Delhi-110057, Delhi (hereinafter called "the Executant")

Aadhar Card No. 6359 7206 8665

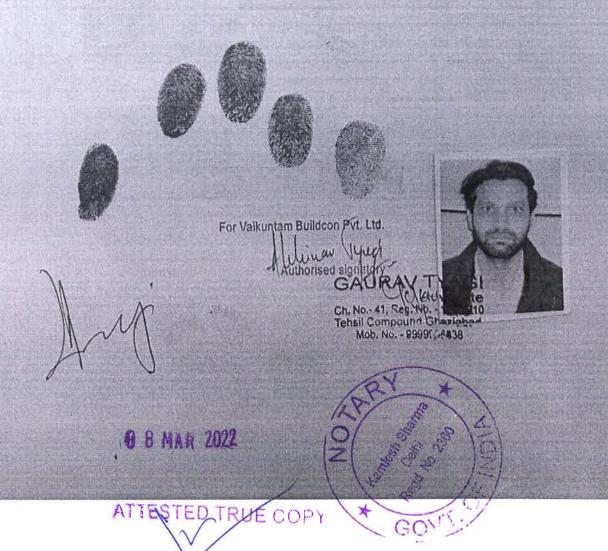
WHEREAS

- A. The Executant is the owner of the land parcel of around 0.3470 Hectare (3,470 sq. meter) bearing Khasra No. 1312 situated at Noor Nagar, Ghaziabad, Uttar Pradesh-201003 (hereinafter referred to as the "Said Land").
- B. It is considered necessary and expedient by the Executant to execute and register the present power of attorney in favour of his associate company, namely, Vaikuntam Buildeon Pvt Ltd., a company incorporated under the Companies Act 2013 having its registered office at Survey no. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001, India authorizing it to construct and develop a residential cum commercial complex, by name and style of Vilasaa ("Project") in accordance with the building plan to be sanctioned by the Ghaziabad Development Authority, (hereinafter referred to as the "GDA").



Now, THEREFORE, BY THESE PRESENTS, the above-named Executant do hereby nominate, constitute, appoint and authorize Vaikuntam Buildcon Pvt. Ltd., a company incorporated under the Companies Act 2013 having its registered office at Survey no. 920, Near A.K. Children Academy, Morti, Ghaziabad, Uttar Pradesh-201001 represented through Mr. Abhinav Tyagi (Aadhar Card No. 7694 5787 5779) S/o Shri Alok Tyagi R/o an Indian inhabitant residing at E-7/10A Vasant Vihar, New Delhi-110057 authorized through Board Resolution dated 23-02-2022, as his true and lawful attorney, hereinafter referred to as the "Said Attorney", in fact and in law, for it and in its name and on its behalf to do the following acts, deeds, matters and things for the aforesaid purpose that is to say:-

To make all applications on behalf of and represent the Executant to all statutory, State
or Central Government, GDA, authorities under electricity and water supply undertakings/departments and/or before any other person or authority for grant of requisite sanctions, revised sanctions, permissions and approvals in connection with the construction
of the Said Land.



वहीं संव व

रजिस्ट्रेशन स॰: 1115

वर्ष: 2022

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि र प्रलेखानुसार उक्त मुख्तार कर्ताः 1

श्री आलोक त्यागी, पुत्र श्री बी॰डी॰त्यागी

निवासी: ई-7/10ए वसीन विहार ,न्यू दिल्ली-110057

व्यवसाय: अन्य

मुख्तार: 1





श्री vaikuntam buildeon private limited के द्वारा अभिनव त्यागी , पुत्र श्री आलोक ल्यागी

निवासी: सर्वे नंबर-920,नियर ए.के. चिल्डरन अकादमी मोरटी

गाजियाबाद उत्तर प्रदेश व्यवसाय: अन्य

ने निष्पादन स्वीकार किया





पहचानकर्ताः 1

श्री ब्रिज मोहन बर्मा , पुत्र श्री श्रीनिवास वर्मा निवासीः मकान नंबर-462,एल आई. जी फ्लॅक्स्वटर-1,वसुंधरा गाजियाबाद

व्यवसाय: अन्य

पहचानकर्ता : 2





श्री अभिषेक त्यागी , पुत्र श्री आलोक त्यागी

निवासी: ई-7/10ए वसंत विहार न्यू दिल्ली-110एहर व्यवसाय: अन्य





रजिस्ट्रीकरण अधिकारी के हरनाक्षर

ने की। पत्यक्षत भद्र साक्षियों के निशान अंगूठे नियमानुसार निए mir & 1

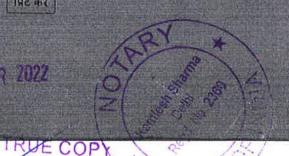
टिप्पणी

शमा नीवनकुमार प्रसन् उप निबंधक : सदर द्वितीय गाजियाबाद

> विनीत कुसार निबंधक लिपिक

प्रिंट करें

0 8 MAR 2022



- To approach all the concerned authorities for all matters in connection with the construction on Said Land and for that purpose to sign such applications, papers, writings undertakings, etc., as may be required and to carry on correspondence with the Authorities and also to prefer appeal or appeals from any order of the Competent Authority.
- 3. To make bookings of and to enter into agreements(s) for allotment and/or to sell with prospective buyer(s) of the villas/commercial units to be constructed on the Said Land and to receive booking amount, instalments and other charges etc. from such prospective buyer(s) in its name and to issue receipts in this regard etc.
- 4. To raise construction on the Said Land by amalgamating the same with other parcels of land owned by the Said Attorney and/or its associates/affiliates and by further amalgamating the Said Land with other parcels of lands over which the Attorney has right of construction.
- To sell, transfer, convey lease, assign the construction so erected on the Said Land and to sign execute and present for registration before concerned authorities transfer deed(s) in respect of villa and commercial units being part of the constructions, as aforesaid, with undivided proportion rights and interest in the Said Land.

AW

For Valkyntam Buildcon Pvt. Ltd.

| Clubus | Vuga
| Authorised signals

0 8 MAR 2022

- To Said Attorney is entitled to authorize any of its employee(s) by way of Board's Resolution or otherwise to do all or any power as conferred herein.
- 7. To sign, verify, file and present all kind of deeds, plaints, complaints, reviews, revision, appeals written statements, affidavits, undertakings etc. in proper courts and offices, to represent in all the proceedings to deposit and withdraw money and documents, to issue receipts, to admit or deny the documents in these proceedings and to do all acts, deeds, matters and things which are necessary for the same.
- 8. To accept the service of any writ, summon or other legal notice and to appear and represent in any courts or before any Magistrate, judicial or quasi-judicial bodies, GDA and to commence or file any suit/case in any Court or before any authority or tribunals as and when necessary and/or withdraw the same.

M

For Vaikuntam Buildcon Pyt. Ltd

Authorised signatory

0 8 MAR 2022

- To receive the decretal amount, costs, compensations, refund of stamps, judicial or nonjudicial and other refunds from any Court, office or authorities.
- To appear and represent the Executant before any and all concerned Authorities and government bodies, as may be necessary, required or advisable in connection with the construction on the Said Land.

\ \(\) For Valkuntam Buildon Pyt. Ltd.

Authorised signatory

0 8 MAR 2022

WITESIED TRUE COPY

- 11. That is hereby mentioned that the Attorney is entering this power of attorney on behalf of the Executant and all actions, carried out by the Attorney shall be deemed to be performance and acts of the Executant.
- Possession is not delivered and no consideration has been taken by the Executant.

And generally, to do all other acts, deeds, matters and things whatsoever in connection with the Said Land and for the purposes, as aforesaid. This General Power of Attorney is revocable.

AND EXECUTANT HEREBY undertake and agree to ratify and confirm all acts, deeds and things done or caused to be done by the Said Attorney, as if done by him personally for all intents and purpose.

IN WITNESS WHEREOF, the Executant hereby have executed this General Power of Attorney, at the place and on the date, month and year first mentioned hereinabove and in the presence of the following witnesses:-

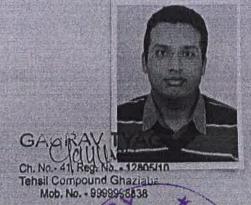
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Ch. Np. 41, neg. No.-Tehsii Compound Ghaziabac.

Mob. No. - 8399998883F

For Valkuntary Buildcon Pvt Etd.

Authorised signatory



0 B MAR 2022

SIGNED, EXECUTED AND DELIVERED BY:

Vaikuntam Buildcon Pvt. Ltd. Through its Authorized Signatory

For Valkuntary Buildson Pvt ATTORNEY

WITNESSES:

1.

Mr. BRIJ MOHAN VERMA S/o Shri, Shriniwas Verma R/o House No. 462, LIG Flat, Sector-1, ALL Shel Vasundhara, Ghaziabad.

Aadhar Card No. - 4198 5427 6171

2.

Mr. ABHISHEK TYAGI S/o Shri Alok Tyagi R/o E-7/10-A, Vasant Vihar, E-Block, Kusum Puri, Vasnant Vihar, South West Delhi, Delhi-110057.

Drafted by: GAURAV TYAGI, Advocate, Chamber No. 41, Tehsil Compound,

Tehsil Compound Ghaziabad Mob. No. - 9999998438



आवेदन सं॰: 202200739025485 बही संख्या 4 जिल्द संख्या 1249 के मृष्ठ 39 से 58 तक क्रमांक 1115 पर दिनॉक 24/02/2022 को रजिस्ट्रीकृत किया गया। रजिस्ट्रीकरण अधिकारी वे हु स्टाहार PARTY VILLENIES OF STATE OF STREET शर्मा नविनकुमार ५६ ८ उप निबंधक सदर दाउँ । य गाजियाबाद 24/02/2022 at the same landar And and the state of the state of the said प्रिंद कर 9 8 MAR 2022

भाग । तकता अथवा पाणी द्वारा रखा जाने बाला 4 मत्रार क्रितिय वाजिसाबाद जन 2022137007170 (HENT: 202200739025485 व पर पार्वना पत्र प्रस्तुत करने का दिनाँक 2022-02-24 00:00:00 प्रस्तुतकती या घरणी रव ताम आलोक त्यामी मुख्तारमामा अग संबंध का प्रकार प्रतिकास की धनसानि 1-0.00 t. The flaction is on. 500 2 प्रतिनिधियरण शुरक 60 3 . निरीक्षण या कनाश भूका 4. मुख्यार के अधिवसाधी करण लिए शुन्क नमीशन भुल्यः 6 . fafare 7 - यात्रिक भगा र में हराइ का थी। गुल्क प्रमुल करने का दिलाक 2022-02-24 00:00:00 विनोक जब जेख प्रतिनिधि या समाध प्रमाण पत्र वापस करने के लिए तैयार होगा 2022-02-24 00:00:00 रजिस्त्रीकरण अधिकारी के हस्ताकर

