भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक दादरी

गीतम बुद्ध नगर कम 2024149068848

आवेदन संख्या : 202400742046651

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक

2024-07-20 00:00:00

प्रस्तुतकर्ताया प्रार्थीका नाम अमित जैन

लेख का प्रकार

विक्रय अनुबंध विलेख

प्रतिफल की धनराजि

1096410000 / 1096410000.00

1 . रजिस्ट्रीकरण शुल्क

10964100

2. प्रतिलिपिकरण शुल्क

140

3. निरीक्षण या तलाश शुल्क

4 , मुख्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग

10964240

शुल्क वसूल करने का दिनाँक

2024-07-20 00:00:00

दिनाँक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा

2024-07-20 00:00:00

रजिस्ट्रीकरण अधिकारी के उस्ताध



Certificate Issued Date

Description of Document

Property Description

Account Reference Unique Doc. Reference

Certificate No.

Purchased by

INDIA NON JUDICIAL



Government of Uttar Pradesh

e-Stamp

38039

IN-UP17377183389972W

20-Jul-2024 09:31 AM

NEWIMPACC (SV)/ up16052504/ NOIDA/ UP-GBN

SUBIN-UPUP1605250431379293480178W

AURA INFRABIZ LLP

Article 5 Agreement or Memorandum of an agreement

PLOT NO. GH-04A, AREA 30000 SQ MTRS, SECTOR-12, GREATER

NOIDA WEST, GREATER NOIDA, U.P.

Consideration Price (Rs.)

First Party Second Party

Stamp Duty Amount(Rs.)

Stamp Duty Paid By

LOTUS SRS BUILDTECH PRIVATE LIMITED

AURA INFRABIZ LLP AURA INFRABIZ LLP

5,48,21,000

(Five Crore Forty Eight Lakh Twenty One Thousand only)

Signature:

ACC Name JAI SHANKER KAUSHIK

ACC Code : UP160 52504 ACC Address: S. R. office, Noida LIC 251/2022-23 Noida (G. B. Nagar)

Please write or type below this line



For LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorise Signatory/Director



For Aura Infrabiz LLP

Designated Partner



0001004570

Statutory Alert:

The at the fully of the Starts conflicts should be not find at large should have come or using a Starts Aco of Start, Holding Any discrepancy in the defeats on the Conflicts and as assist to the worlds / Mobile Aco random it evaluated in the starts of checking the legislatory is on the starts of the conflicts.

In case of any discrepancy please effort the Competent Authority.



3.0





COLLABORATION CUM JOINT DEVELOPMENT AGREEMENT

VALUE AS PER CIRCLE RATE

: Rs. 109,64,10,000/-

STAMP DUTY

: Rs. 5,48,21,000/-

PLOT No

:GH-04A,SECTOR-12,GREATER

NOIDA WEST

AREA

: 30,000 Sq Mtrs.

CIRCLE RATE

: Rs. 36,547/- per Sq. Mtrs.



For LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner
Developes Second Party



This Joint Development Agreement ("Agreement"/ "JDA") is made on the 20th day of July 2024 ("Execution Date")

BY AND BETWEEN:

(1) LOTUS SRS BUILDTECH PRIVATE LIMITED (Pan No# AACCL7515L), a company incorporated under the provisions of the Companies Act, 2013, with Corporate Identification Number U70102DL2014PTC272203, having its registered office at A-118/1, 3rd Floor Vikas Marg, Shakarpur, New Delhi, Delhi – 110092, India, acting through its Authorised Signatory Mr. Gurvinder Saini (Aadhaar No. **** **** 5193) S/o Mr. Mohan Singh Saini R/o B-112, Ground Floor, Sarvodaya Enclave, New Delhi, duly authorized vide Board Resolution dated 01/03/2024 (hereinafter referred to as "Land Owner" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

(2) AURA INFRABIZ LLP (Pan No# ABTFA6211H), a limited liability partnership, duly registered under the Limited Liability Partnership Act, 2008, with LLP Identification Number AAV-1372, having its registered office at A-19, Sector 63, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301, acting through its Designated Partner Mr. Amit Jain (Aadhaar No. **** **** 2747) S/o Mr. Pawan Kumar Jain R/o C-227, Vivek Vihar, East Delhi, Delhi-110095 duly authorized vide Board Resolution dated 05/06/2024 (hereinafter referred to as "Developer" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

The Land Owner and the Developer are hereinafter individually referred to as a "Party" and collectively as the "Parties".

RECITALS:

- (A) That, the Greater Noida Industrial Development Authority ("GNIDA") has launched the scheme for allotment of group housing plots under the scheme No. BRS01/2014-15.
- (B) That, the consortium member i.e., Grand Realtech Limited and its associate companies (hereinafter collectively referred to as "Consortium") have applied before the GNIDA for allotment of Plot No. GH-04, Sector-12, Greater Noida (West), District- Gautarn Buddh Nagar, Uttar Pradesh, admeasuring approx. 60,000 Square Meters (hereinafter referred to as "Larger Plot"), under the Scheme No. BRS01/2014-15.

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorises Signatory/Director

Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner

आवेदन सं०: 202400742046651

विक्रय अनुबंध विलेख (कब्जा)

वही स०: 1

रजिस्ट्रेशन स०: 38039

वर्ष: 2024

प्रतिफल- 1096410000 स्टाम्प शुल्क- 54821000 बाजारी मूल्य- 1096410000 पंजीकरण शुल्क- 10964100 प्रतिलिपिकरण शुल्क- 140 योग: 10964240

श्री ओरा इन्क्राबिज एलएलपी द्वारा अमित जैन अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री पवन कुमार जैन व्यवसाय : अन्य

निवासी: सी-227, विवेक विहार, ईस्ट दिल्ली-110095





श्री, ओरा इन्फ्राबिज एलएलपी द्वारा

अमित जैन अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालयं में हिनौतिर 20/07/2024 एवं 01:36/12 ਮਿਅ ਕਰੇ निबंधन हेत् पेश कियां।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गीतम. उप निबंधक :दादरी गौतम बुद्ध नगर 20/07/2024

उमेश मोहन. निबंधक लिपिक 20/07/2024

प्रिंट करें

- (C) That, GNIDA allotted the Larger Plot, i.e., Plot No. GH-04, Sector- 12, Greater Noida (West) admeasuring 60,000 Square Meters to the Consortium vide the Allotment Letter dated 07.08.2014, bearing No. PROP/BRS-01/2014-15/1587, on the terms and conditions mentioned therein.
- (D) That, said Larger Plot was later sub-divided into Plot No GH-04A and GH- 04B, admeasuring 30,000 Square Meter each, vide the letter dated 26/04/2016 bearing No. PROP/BRS-01/2014-15/2016/561, issued by GNIDA.
- (E) That, the Plot No GH-04A, Sector-12, Greater Noida (West), Gautam Budh Nagar, Uttar Pradesh, admeasuring 30,000 Sq. Mtrs. (hereinafter referred to as "Project Plot") has been leased by GNIDA, in favour of the Land Owner i.e. Lotus SRS Buildtech Private Limited, vide the lease deed dated 28th April, 2016, bearing document No. 20344, in Book No. 1, Volume No. 10907 on pages 331 to 374, duly registered in the office of Sub-Registrar Sadar, Gautam Buddh Nagar on 29/04/2016 ("Lease Deed"), on the terms and conditions mentioned therein.
- (F) That, the Land Owner has taken the possession of the Project Plot on 20th May, 2016, vide the Possession Letter dated 20/05/2016 bearing No. Prop/BRS/2016/710. The Project Plot is more particularly described in Schedule I hereto.
- (G) The Land Owner represents that the Residential Floor Area Ratio ("FAR") currently available on the Project Plot as per the Applicable Law / Zoning Plan of GNIDA, is 3.5 ("Project FAR"). The Project Plot also have the provision of 5% Green Building FAR, Future FAR & Transit Oriented Development (TOD)/Metro FAR.
- (H) The Land Owner is seized and possessed of or otherwise well and sufficiently entitled to and having the absolute and exclusive right to the Project Plot, and is in exclusive physical possession, use, occupation and enjoyment of Project Plot.
- (I) The Land Owner confirms that no other person has any right or interest in the Project Plot in any manner whatsoever and the Land Owner has full power and authority to enter into this Agreement and Land Owner is in legal, peaceful, vacant and unhindered possession of the Project Plot. The Land Owner has represented and warranted that the Project Plot is free from all sorts of encumbrances, charges, mortgages, litigation, disputes, liens, claims, lis-pendens, lease, and the same is not a subject matter of any security against loans taken by the Land Owner or third parties and the Project Plot is fully marketable. Further, the Land Owner has represented that no third party has any claims, rights, entitlements, title or interest of any kind whatsoever in the Project Plot or the development rights pertaining thereto.

For LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorises Signatory/Director

Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner

आवेदन सं०: 202400742046651

बही स०: 1

रजिस्टेशन स०: 38039

वर्ष: 2024

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

विक्रेताः 1

श्री लोटस एसआरएस्प्रिक्टेंटक प्रा॰ लि॰ के द्वारा गुरविन्दर सैनी पुत्र भी महन सिंह सैनी निवासी: बी-112, प्राउन्ड फ्लौर, सर्वोदय एल्क्लेव, नई दिल्ली





व्यवसाय: अन्य

क्रेताः 1

श्री ओरा इन्फ्रांबिज एलएलपी के द्वारा अमित जैन ,

पुत्र श्री पवन कुमार जैन निवासी: सी 227, विशेक्त

दिल्ली-1100950

व्यवसाय: अन्य





ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1

श्री आजाद सिंह नरिनल, पुत्र श्री पुलंबीर सिंह

निवासी: डी-72, संबंद्रप्रभी नगर, उ०प्र०

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री कौशल नागपाल , पुत्र श्री मोहन लाल नागपाल

निवासी: 43 हितीय तले, विज्ञान विहार,

दिल्ली-110092-

व्यवसाय: अन्य





रजिस्ट्रीकस्ण् अधिकारी के हस्ताक्षर

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

विकास गौतम. उप निबंधक : दादरी गौतम बुद्ध नगर 20/07/2024

उमेश मोहन. निबंधक लिपिक गौतम बुद्ध नगर 20/07/2024

- (J) The subject matter of the present Agreement is the Project Plot and transfer of the Development Rights (defined hereinafter) of the Project Plot, by Land Owner to the Developer.
- (K) The Land Owner has agreed to provide all cooperation for the completion of the development and construction of the Project on the Project Plot. The Developer shall be entitled to undertake the development and construction on the Project Plot for the purposes of completion of the Project in accordance with the Applicable Laws/ rules/ regulations; and
- (L) The Developer is engaged in the business of development of real estate projects and has the requisite expertise and infrastructure to develop real estate projects.
- (M) The Land owner has shown and supplied all documents with regard to Plot No. GH-04A, Sector- 12, Greater Noida (Project Plot) to the Developer. That the Land owner has also shown and supplied all documents relating to its shareholding and record of its parent Company i.e., Grand Realtech Limited. The Developer has conducted the due diligence of all the documents of Project Plot and satisfied with the title of the Land Owner and agreed to enter into this agreement on 'as is where is basis'.
- (N) The Land Owner is desirous of granting to the Developer the Development Rights together with all incidental and other rights with respect to the Project Plot for development of the group housing project (hereinafter referred to as "Project"), which shall, pursuant to this Agreement, vest entirely, irrevocably, and absolutely with the Developer in accordance with the terms hereof.
- (O) The Developer has agreed to acquire the Development Rights of the Project Plot and develop the Project on the Project Plot and transfer or sell the Carpet Area/units to the end customers and share the developed residential area, transfer, lease, etc. of the units and all other Carpet Area in accordance with the terms and conditions of this Agreement.
- (P) The Parties have agreed to enter into this Agreement whereby the Land Owner shall, in terms of this Agreement, grant to the Developer, the Development Rights, for developing & selling the Project on the Project Plot in accordance with the terms and conditions of this Agreement and the Lease Deed.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and for other good and valuable consideration, (the sufficiency of which is hereby acknowledged by the Parties), the Parties hereto agree as follows:

FOR LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

Land Owner/First Party

Per Aura Infrabiz LLP

Designated Partner

Developer/Second Party



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1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement.
 - (i) "Affiliate" shall mean any group company of the Developer and/or its parent entity.
 - (ii) "Agreement" shall mean this agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
 - (iii) "Applicable Laws" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India including but not limited to Real Estate (Regulation and Development) Act, 2016 read with The Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (collectively referred to as "RERA"), whether in existence on the Effective Date or thereafter;
 - (iv) "Approvals" shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval (if applicable) of the Ministry of Environment and Forests, National Monument Authority, GNIDA, Archaeological Survey of India (ASI), registration under the Real Estate Regulatory Act or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);
 - (v) "Business Day" shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Noida or Greater Noida, Gautam Buddh Nagar, India.

FOILOTUS SAS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director
Land Owner/First Party

Per Aura Infrabiz LLP
Designated Partner



- (vi) "Common Areas, Facilities and Amenities" shall mean and include common passages, internal roads, hallways, and other open and covered space(s) and facilities (including water storage and pumping facilities and electric sub-stations and back-up structures and facilities), areas such as lobbies, corridors, staircases, lift room, ducts, sanitary ducts, electrical ducts, machine rooms, parks, clubhouses, play areas, pathways, roads, all such amenities, terrace areas, and whatsoever required for the establishment, enjoyment, provision, and management of the entire Project and is common to the entire Project but excluding the other amenities;
- (vii) "Development Rights" shall refer to the entire rights to possess the Project Plot and to construct, develop and sell the Project developed on the same, and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:
 - (a) enter upon and take possession and control of the Project Plot or any part thereof for the purpose of developing, constructing, Marketing and sale of the Project and to remain in sole possession, control and quiet enjoyment of the Project Plot or any part thereof and the sale, conveyance, leasing or licensing of the built-up area/units or any developed areas on the Project Plot or any part thereof along with the rights, titles and entitlements in the Project Plot;
 - (b) develop and construct the Project and own the same, in any manner whatsoever and have all rights, entitlements and other interests in the Project Plot; and appoint, employ or engage employees, architects, surveyors, engineers, contractors, sub-contractors, labour, agents, consultants, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
 - (c) to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the Developer may desire;
 - (d) to obtain/purchase any additional/purchasable FAR available in future on the Project Plot, including but not limited to Green Building FAR, Future FAR, Transit Oriented Development (TOD)/Metro FAR (over and above the Project FAR);
 - (e) make, modify, withdraw applications to the concerned Government Authority in respect of, and carry out all the infrastructure and related work/

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director Land Owner/First Party Designated Partner
Developer/Second Party



constructions for the Project, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the total built up area/ developed area to be constructed on the Project Plot as may be required by any approvals, layout plan, or order of any Governmental Authority; acquire relevant approvals for obtaining water and electricity connections and approvals for cement, steel and other building materials, if any; and to carry out and comply with all the conditions contained in the approvals as may be obtained from time to time;

- (f) to file necessary application before UPRERA for obtaining RERA registration of the Project in its name, in terms of RERA Act & Rules.
- to launch the Project for booking, advances and, or, sale of the apartments or (g) any other built up areas, developed areas and exercise full, free, uninterrupted, exclusive and Marketing, allotment, leasing, licensing or sale rights in respect of the entire Carpet Area in the Project including the built-up apartments / units and car parking spaces on the Project Plot, by way of sale, allotment, lease, sub-lease or license or any other recognized manner of transfer, have the sole authority to determine and control pricing of the Carpet Area and car parking spaces to be developed on the Project Plot and enter into agreements with prospective purchasers / lessees on such terms and conditions as it deems fit and on such Marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of purchasers / lessees; hand over ownership, possession, use or occupation of the Carpet Area, car parking spaces and wherever required proportionate undivided interest in the land underneath, i.e., the Project Plot;
- (h) carry out the construction / development of the Project and remain in sole possession, control of peaceful enjoyment of the Project Plot or any part thereof until the completion of development of the Project and Marketing, leasing or sale of the Carpet Area and car parking spaces to be developed on the Project Plot and every part thereof;
- (i) make payment and / or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Project Plot paid by the Developer, in the manner the Developer may deem fit;

deal with, appear before and file applications, declarations, certificates and

For LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director
Land Owner/First Party

Designated Partner

For Aura Infrabiz LLP



submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Project Plot;

- (k) manage/maintain the Project/Project Plot and the property and facilities/Common Areas constructed upon the Project Plot and/or to transfer/assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
- to handover operation, management, administration and maintenance of the Project to the association of apartment owners formulated under the applicable apartment ownership act or the maintenance agency of the Project, as the case may, as per the Applicable Laws;
- (m) to name the Project;
- (n) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the Marketing, leasing, licensing or sale of the premises to be constructed on the Project Plot as envisaged herein;
- set up, install and make provision for the various facilities / services at the Project as may be required under the Applicable Laws and/or rules made there under;
- (p) demarcate the Common Areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and Applicable Laws and to file and register all requisite deeds and documents under the apartment ownership act;
- (q) to market the Project and to undertake the Marketing, and co-branding of the Project without any interruption or interference from the Land Owner or any third party;
- (r) to absolute right to own alienate, execute builder buyer agreements, sub lease deeds, conveyance deeds, lease deeds etc for sale of the units in the Project and handover possession of the same along with proportionate and undivided rights in the land underneath and or other facilities at any time and receive retain appropriate all proceeds from any prospective buyer/ transferees

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner
Developer/Second Party



(4) 175 (4) 4 (4)

- without limitations and to register the same including appearing before the office of concerned Sub-Registrar;
- to receive consideration from the customers/Purchasers of the Project and to issue receipts towards the same;
- (t) Generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights.
- (viii) "Effective Date" shall mean the date of execution of this Agreement;
- "Encumbrances" shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, claims, partition, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, voting trust agreement, interest, option, charge, restriction or limitation of any nature, default or / claim by any Governmental Authority of Applicable Laws or any rule, regulation or guidelines, whatsoever, including receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- (x) "FAR" shall mean 'Floor Area Ratio':
- (xi) "Force Majeure" shall mean and include acts of (a) God. e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics, pandemic or exceptionally adverse weather conditions and other natural disasters; (b) Explosions or accidents, air crashes, nuclear radiation, sabotage; (c) labour unrest; (d) deficiency in supply or unavailability of material for development / construction, which is not specific to the Developer but market at large; (e) civil war, civil commotion, riots, acts of terrorism; (f) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Project Plot which renders liable or endangers the health and safety of either Party or the general public;

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner



- (xii) "Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or Greater Noida Industrial Development Authority or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- (xiii) "GPA" means the general power of attorney to be executed by the Land Owner in favour of the Developer in respect of the Project Plot and the Project, substantially in the form annexed hereto and marked as Annexure I.
- (xiv) "Gross Sales Revenue" shall mean the following whether collected under the names / heads stated below or under any other names / heads in relation to transfer / lease / license of the entire Carpet Area except the Pass Through Charges specifically agreed for the Project The Gross Sales Revenue shall include but not limited to the following, calculated net of taxes, as may be fixed / charged by the Developer:
 - (a) Basic sale price,
 - (b) Preferential location charges (if applicable),
 - (c) Floor rise charges (if applicable),
 - (d) Charges collected for allotment / allocation of car parking space,
 - (e) Power backup charges,
 - (f) Club membership charges (if applicable),
 - (g) Firefighting charges (if applicable)
 - (h) External electrification charges (if applicable)
- (xv) "Land Cost" shall mean and refer to the land premium, its instalments and Lease Rent payable as per the Re-Schedulement Letter and Lease Deed, to GNIDA;
- (xvi) "Litigation" includes any / all suits, civil and criminal actions, arbitration proceedings, notices relating to land title, and all legal proceedings, which materially affects the development of the Project;
- (xvii) "Marketing" (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale / lease / sub-lease/ transfer of the Carpet Area in the Project, (b) fixation of price, and (c) the allotment, sale?/ lease / sub-lease/ transfer or any other method of disposal, transfer or alienation of the Carpet Area and the receipt and acceptance by the Developer of the payments

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Authorised Signatory/Director

Land Owner/First Party

Por Aura Infrabiz LLP

Designated Partner

Developer/Second Party



in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

- (xviii) "Pass Through Charges" are One time Lease Rent (if charged separately from buyers of the flats/units, Govt. fees, such as Stamp Duty on apartment sales, Registration Charges, interest free maintenance security and sinking fund (IFMS), brokerage expenses, GST, taxes etc. There is no other pass-through charge unless specifically mutually agreed between the parties.
- (xix) "Project" shall mean the development of group housing on the Project Plot by utilization of the maximum Project FAR (including the Carpet Area to be permitted by competent authority) or any additional/purchasable FAR and construction of other structures, buildings, commercial and retail spaces, community buildings, schools, dispensary, other amenities, open spaces, parking spaces, landscaping, developments etc. as may be deemed fit by the Developer and permitted or compulsory in accordance with the Applicable Laws and rules made thereunder by the relevant Governmental Authorities;
- (xx) "Project Completion Period" shall mean a time period as may be specified by GNIDA, RERA or any other applicable statutory authority.
- (xxi) "Purchasers" shall mean and refer to the customers/ allottees/ applicants to whom the Carpet Area in the Project are allotted, leased, sub-leased, or transferred against consideration and persons to whom Carpet Area in the Project is agreed to be allotted, sold, transferred or leased against consideration;
- (xxii) "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations promulgated thereunder;
- (xxiii) "Carpet Area" shall mean and refer to such portions of the Project and all construction/ development in the Project including but not limited to residential area/units, the commercial spaces, built-up area, Common Areas/Facilities, terrace, basements, car parking spaces, other amenities etc. that are available for sale to Purchasers as per the Applicable Laws;
- (xxiv)"Land Owner Account" shall mean an account of Land Owner which is created for the purposes of Land Owner's receiving advance or any amounts that are payable to the authorities in terms hereof and making corresponding expenditures;

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For Aura Infrabiz

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1.2 INTERPRETATION - In this Agreement, unless the contrary intention appears:

- i. Any reference to any statute or statutory provision shall include:
 - (a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- ii. any reference to the singular shall include the plural and vice-versa;
- any references to the masculine, the feminine and the neuter shall include the other genders;
- iv. any references to a "company" shall include a reference to a body corporate;
- any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;
- vi. references to this Agreement or any other agreement shall be construed as references to this Agreement or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- vii. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- viii. each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- ix. any reference to books, files, records or other information or any of them means

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books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;

- headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- xi. "in writing" includes any communication made by letter, ore-mail;
- xii. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- xiii. references to a person (or to a word importing a person) shall be construed so as to include:
 - individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
 - references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- xiv. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- xv. all the Recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly;
- xvi. Contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

2. PURPOSE OF THE AGREEMENT:

(i) This Agreement sets forth the terms and conditions with respect to the grant and transfer of the Development Rights with respect to the Project Plot in favour of the Developer, the nature of the Project to be developed, payment of agreed Land

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Owner's Consideration and the rights and obligations of the Parties under the Agreement. The Parties have entered into this Agreement on a principle-toprinciple basis.

- The Land Owner agrees and undertakes that it shall from time to time execute all such further agreements / documents, do all such acts and assist the Developer as may be required by the Developer, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.
- (iii) The Developer agrees and undertakes that it shall complete the Project in accordance with this Agreement and will hand over the land owner's consideration as per the terms of this Agreement.
- (iv) The Developer agrees that all documents, material and statements provided by the Land Owner at the time of signing of this Agreement have been considered as a material representation made by the Land Owner to the Developer based on which the Developer has decided to invest in and participate in the development of the Project on the Project Plot. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the title deeds, Project Plot or use of the Project Plot or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owner shall rectify and remove such defects at its own cost.

3. GRANT OF DEVELOPMENT RIGHTS

- 3.1 On and from the Effective Date and in accordance with terms of this Agreement, the Land Owner hereby irrevocably grants and transfers exclusive Development Rights in respect of the Project Plot to the Developer, for the Land Owner's Consideration reserved herein. The Project shall be implemented and developed exclusively by the Developer, including but not limited to the quality, cost, design, sales price, sales velocity, layout, aesthetics, Marketing etc. in accordance with the Applicable Laws.
- The Land Owner hereby hand over the possession of Project Plot to the Developer simultaneously with the execution of this Agreement. The Land Owner agrees and confirms that on and from the Effective Date, the Developer shall have the unfettered and exclusive right to enter upon the Project Plot directly or through its associates, nominees, agents, architects, consultants, representatives, contractors, to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project on the Project Plot in accordance with the Applicable Laws. In consideration of the Land Owner

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- granting Development Rights on the Project Plot, including the right to market, design, sell the units of the Project in terms hereof, the Parties agree to the mutually agreed consideration as per the terms of Clause 5 of this Agreement.
- 3.3 The Land Owner agrees that simultaneously with the execution of this Agreement, the Land Owner shall also execute and register a separate general power of attorney in favour of the Developer (the "GPA") respect of the Project Plot, so as to enable the Developer to perform all its obligations and utilize all its entitlements / benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Purchasers in accordance with the terms of this Agreement. The Developer shall be entitled to appoint one or more substitutes or its authorized representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its permitted nominee(s).
- 3.4 It is also understood and agreed between the Parties that the Development Rights with respect to development, construction, sale and marketing of the Project in or upon the Project Plot shall, except as set out in this Agreement, vest solely and irrevocably with Developer. It has been expressly agreed between the parties that developer shall not create any third-party rights before the approval of RERA and other related permissions/approvals. In case of any misunderstanding and/or confusion in respect of this Agreement or otherwise, it is in the light of this clause that the present Agreement is to be read at all times.
- 3.5 The Land Owner shall extend all cooperation and do all such acts and deeds, that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to Developer, as may be required by Developer from time to time for the purpose of carrying out the transactions contemplated hereby.
- 3.6 The Land Owner has assured and represented to Developer that any arrangement/collaboration amongst and between the Land Owner and the Consortium, if any, to the extent of, and limited to the applicability on, the Project Plot, is superseded by this Agreement and the Project Plot is deemed excluded from the ambit of such arrangement absolutely and forever.
- 3.7 The Developer states and confirms that the development and construction on the Project Plot shall be undertaken by Developer in terms of this Agreement and Applicable Laws, and Developer shall obtain all Approvals, sanctions and permissions etc., from all competent authority (ies) including GNIDA, and the Land Owner shall not claim any right of development over the Project Plot under any circumstances.

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3.8 The Developer, in lieu of the Land Owner's Consideration reserved herein under, and as per the terms and conditions of this Agreement, is entitled to exercise the Development Rights to develop the Project Plot. The sale deeds/sub-lease/registered agreement to sell/allotment deeds in favour of the Purchasers of units shall be executed jointly by the Land Owner and Developer, after obtaining occupancy certificate of the Project from GNIDA, as per the Applicable Laws.

4. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

- 4.1 The Project shall be constructed and developed by the Developer at its own costs and expenses in the manner the Developer may in its sole discretion deem fit. The Project shall be implemented /developed and driven by the Developer. The quality, cost, design, layout, aesthetics, landscaping, architecture, sales price, sales velocity, product-mix, sizes, specification, implementation, Marketing etc. of the Project shall be decided at the sole discretion and expertise of the Developer. The Developer may consult the Land Owner for any suggestions, advise, inputs with respect to the design of the Project before finalization.
- 4.2 The developer shall complete the project as per the time specified in project completion period. The Developer shall further provide the detailed timeline for completion of project.
- 4.3 The Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons.
- 4.4 The landscaping, architecture, construction, design, implementation etc. including the calculation of super built up area and Carpet Area of the Project shall be at the sole discretion and expertise of the Developer.
- 4.5 The Developer shall be entitled to construct amenities on the Project Plot as may be deemed appropriate by the Developer, as per the Layout and Building Plan approved by GNIDA. The Developer may construct such amenities by utilizing a portion of the FAR available on the Project Plot, as may be deemed appropriate by the Developer in accordance with its designing accordance with the bylaws of GNIDA.

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- 4.6 The Developer shall obtain all the Approvals at its own cost and expense. The Land Owner shall, however, co-operate and execute and sign relevant documents in the course of obtaining such Approvals.
- 4.7 The Developer shall make full utilization of the Project FAR to the extent available on the date when building plans are sanctioned and as is sanctioned under the building plans (subject to reasonable reductions, as are considered to be in the best interest of the Project by the Developer), on the Project Plot in accordance with the Applicable Laws. In addition to the Project FAR, the Developer shall also be entitled to make full utilization of any additional or any purchasable FAR as may be available on the Project Plot (including but not limited to Green Building FAR, Future FAR, Transit Oriented Development (TOD)/Metro FAR). The Developer shall develop the Project as per Applicable Laws of GNIDA, RERA or any other laws as may be applicable.
- 4.8 That in case any amount/fees deposited by the Developer with the Governmental Authority, GNIDA or any other authority in terms of this Agreement, is refunded to Land Owner, the same shall be returned to the Developer within 30 (Thirty) days of the receipt of the same and in the event of any delay beyond this period the Land Owner will pay an interest @12% per annum to the Developer, on the amounts so received.
- 4.9 The Developer shall be entitled to develop the entire Project in single & multiple stages at its discretion in different phases and will complete the Project within the timeline as per the GNIDA, RERA guidelines or any other applicable authority excluding any extension thereof if provided.
- 4.10 It is agreed that the Land Owner shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required for purposes of construction, development, Marketing, transfer and/or sale of the Project and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.
- 4.11 The Land Owner shall sign and deliver to the Developer all documents, as may be required to be signed by the Land Owner in their capacity of owner of the Project Plot, for filing the various applications and for obtaining the building plans, and/or any other such licenses and Approvals pursuant thereto for the construction and development of the Project. All follow-up actions will be initiated by the Developer at its own cost and arrangements.

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- 4.12 The Parties have mutually agreed that the broad responsibilities of the Developer in the Project is as under: -
 - The Developer shall obtain all statutory & construction related Approvals;
 - The Developer shall obtain the RERA Registration of the Project and shall carry out the statutory compliance therewith.
 - o The Developer shall get the Map/Layout/Building Plan of the Project approved from GNIDA, design and develop the Project, and shall make payment of applicable fees.
 - The Developer shall ensure the timely payment of all future dues of GNIDA as and when demanded by GNIDA.
 - The Developer shall complete the construction of the Project as per the approved maps from GNIDA.
 - The Developer shall be responsible for payment of labour cess, development fees & other dues (if any) related to Projects & completion of the Project.
 - The Developer shall be responsible for obtaining service & utility connections i.e., sewer, water, electricity etc. for the Project.
 - The Developer shall be responsible for all overheads and liaison expenses;
 - The Developer shall be responsible for all salaries, office & administration expenses;
 - The Developer shall be responsible for all Marketing, publicity and sales expenses;
 - The Developer shall be responsible for final handover of units/flats to Purchasers;
 - The Developer shall be responsible for all kinds of penalty(ies) for delay in construction;
 - The Developer shall be responsible for all statutory, direct and indirect tax compliances of the Project, except towards the Land Owner's Area (defined hereinafter) in the Project.
- 4.13 The Land Owner shall not have any right to participate in the development, construction or other aspects relating to the Project, except with respect to the sale and marketing of the Land Owner's Area.

The Land Owner confirms and represents that the total land premium with interest, penal interest, payable on the Project Plot to GNIDA or any other authority(ies), up to the date of execution of this Agreement has been fully paid by the land owner. However, it has been agreed between the parties that annual lease rent is outstanding upto 31/12/2023 of Rs. 3,95,11,134/- as on date of execution of this agreement as per the letter dated 20/05/2024 issued by GNIDA which is to be paid by land owner and the same should be re-imbursed in advance by the Developer. It

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has been further agreed between the parties that the developer shall be liable for all future payments to GNIDA or any other authority as may be levied after the execution of this agreement by whatever name called including but not limited to annual lease rent, One time lease rent, construction delay penalty etc to be paid either through the land owner or directly by the developer as per the applicable policy of GNIDA.

5. CONSIDERATION

- 5.1.1 The entire Development Rights relating to the Project and the Project Plot stand vested with, and granted and transferred to, the Developer under this Agreement. The Developer is entitled to, and has the right to, market the entire Project and to sell and collect the Gross Sales Revenue generated from the sale / allotment of the Carpet Area in the Project except the land owner's share.
- 5.1.2 For the purposes of this Agreement, the term "Designated Carpet Area" shall mean and refer to an area of the Project allocated to the Land Owner in terms of Clauses 5.1.3, 5.2 and 5.3 below, as more particularly detailed under Annexure 'I hereto, and the Gross Sales Revenue received from the sale / transfer of the assigned area shall belong to the Land Owner.

The total Carpet Area of the Project minus the Designated Carpet Area shall hereinafter be referred to as "Developer's Area". The Designated Carpet Area shall be spread proportionately across the entire residential project area and the said area shall be mutually agreed and demarcated on the copy of the approved Project map/sales inventory. In the event the sanctioned building plans for the Project is not exactly in conformity with the Project plan, the Parties will make suitable adjustment so that the Designated Carpet Area is maintained.

- 5.1.3 It is hereby agreed and understood between the Parties that, for the grant, transfer and assignment of the Development Rights over the Project Plot to the Developer under this Agreement as per clause 5.1.1, the Land Owner shall be entitled to the following:
 - (a) The land owner shall get developed residential Carpet area @12.5% of total actual Carpet area of the project. The list of units/flats (Phase I) as per the approved map from GNIDA falling into land owner's share are Annexed as Annexure- I.
 - (b) That each unit provided to the Land Owner as part of Designated Land Owner's Area in the Project (as mentioned under Clause 5.1.3(a) above) shall be accompanied with the following:
 - Each flat/unit with right to car parking (as provided by developer

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Land Owner/First Party Developer/Second Party



- in area under developer's share) i.e One car parking for 3 BHK flat and 2 car parking for 4 BHK flat.
- Each flat/unit with entitlement to Club Membership of the Project.
- Each flat/unit with Power DG back-up as provided to all the other allottees of the Project.
- iv. Each flat (Provided under security) shall have the same specification and quality of material, fittings, fixtures etc. to be used in the interior work as shall be used by the Developer in the flats falling to the Developer's share of area.
- v. Each flat/unit shall have the same specification and quality of material fitting, fixtures etc. to be used in the interior work as used by Developer for any other flats/unit (Falling to the developer's share of area) in the project.
- (c) The developer shall pay a sum of Rs. 42,00,00,000/- (Rupees Forty-two crores only) as non-refundable security deposit. The developer has already paid a sum of Rs. 31,00,00,000/- (Rupees Thirty-One crores only) and balance sum of Rs. 11,00,00,000/- (Rupees Eleven crores only) shall be paid within three months from the date of RERA registration of the project.
- (d) The developer shall pay 12.5% of the total receipts of amount received by developer towards additional car parking charges and labour cess (if separately charged by the developer) from all the customers of the project including developer's area.
- (e) It has been further agreed between the parties that the developer shall transfer/pay the entire amount received by the developer from the customer towards sale of the designated Carpet area to the land owner after deducting the pass through charges i.e brokerage as stated above, stamp duty for registration, IFMS and sinking fund, maintenance charges, one time lease rent and GST. It has been agreed between the charges that there are no other pass-through charges except as stated above.
- (f) The land owner shall be liable to pay 12.5% of the total cost/amount charged by the GNIDA for metro FAR, additional area purchase if the same is availed by the Developer and the developer shall give 12.5% of the Carpet area including purchased to the land owner as the clause stated above.

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- 5.1.4 The Developer shall fix the pricing of the residential Carpet Area and all aspects connected with it including payment plans, schedules and timelines etc in prior concurrence/approval with the land owner. The Land Owner further undertakes that it shall, at no point of time, sell / transfer the Designated Carpet Area below the prices as prescribed by the Developer. The Developer further undertakes that average selling price of the developed residential area shall not be less than Rs.14,500 per sq feet on carpet area except for the initial sale of 3,81,780 sq feet of the carpet area by the developer which will not be sold below Rs. 12,000 per sq ft.
- 5.1.5 Any GST (if payable) on Land Owners consideration attributed towards share of land owner then the same shall be paid and borne by the Land- Owner. The payment of land owners Consideration shall be made by the Developer subject to deduction of applicable taxes under the provisions of Income Tax Act, 1961.
- It has been further agreed between the Parties that if the Land Owner's Area in the Project will be sold through Developer, then the sale consideration of such Land Owner's Area less the brokerage/marketing expenses of Rs. 916 per sq. ft on Carpet area and one time lease rent of Rs. 165 per sq ft. on Carpet area and the same is recoverable from first 30% receipt of the unit sale amount and Pass Through Charges (i.e., GST, Registration Cost, Maintenance Deposit, Maintenance Charges, IFMS and sinking fund, one time lease rent etc.) shall be pass on to the Land Owner by the Developer. However, in case of sale of Land Owner's Area by the Land Owner itself, the Pass-Through Charges of such Land Owner's Area shall be recovered by the Developer from the Land Owner.
- 5.3 The Developer shall share with land owner all bank account statement or financial statement maintained as per the guidelines of RERA every month along with its details (explaining the nature of transactions) till the completion of project.
- 5.4 The developer shall provide the monthly sale sheet to the land owner containing list of customers, area sold, rate of sale etc. However, the developer has agreed to provide addresses and contact number of customers if required/demanded by the land owner;
- 5.5 If in future any change in specification due to government regulation or due to any change in law or extra requirement for already installed machinery etc., the cost of the same would also be charged from the sold customer and the same is non-shareable with the Land Owner.

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Designated Partner Developer/Second Party

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Authorised Signatory/Director
Land Owner/First Party



6. COVENANTS AND OBLIGATIONS OF THE PARTIES

- 6.1 All the original title deeds of the Project Plot are currently with the Land Owner and Land Owner shall not hand over the same to any third party without prior written approval of Developer. The Land Owner shall not seek to separately market or brand the Project under any circumstances.
- 6.2 The Land Owner confirms that no other person has any right or interest in the Project Plot in any manner whatsoever and the Land Owner has full power and authority to enter into this Agreement and Land Owner is in legal, peaceful, vacant and unhindered possession of the Project Plot.
- 6.3 The land owner has entered into this agreement with Developer on as is where is basis and the land owner shall not be responsible for any defects thereafter.
- 6.4 The Parties hereby agree that the Developer shall have the exclusive rights, power and authority to plan, conceptualize, design, develop, construct, Market, launch and Sale the Project utilizing the entire Project FAR (or any additional/purchasable FAR as and when available) as per the Applicable Laws. It is agreed and understood between the Parties that the Developer shall be entitled to take all decisions including operational decisions in relation to all aspects of the development of the Project including but not limited to contracting, design, costing accounts etc.
- 6.5 The Developer shall be entitled to exclusively select the set of brokers and deploy other personnel for the purpose of Marketing and to manage the site, sales, salaries, etc. relating to the Project.
- 6.6 The Parties recognizes that Developer shall be investing substantial money and incurring substantial expenditure in connection with the construction of the Project and the Land Owner hereby agrees that it shall not restrain, object to or do any act which hinders Developer from carrying out the construction of the Project in any manner whatsoever.
- 6.7 The Developer shall undertake to carry out construction, development, Marketing and sale of the Project in accordance with the building by-laws, sanctioned building plan and other Applicable Laws.
- 6.8 Any actions stated herein relating to the Project or the Project Plot shall be carried out by Developer including signing / executing all correspondences, letters, contracts, agreements, authorizations etc., either itself or through its constituted attorneys or any other authorized signatory. Land Owner hereby agree to promptly

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Land Owner/First Party

Designated Partner Developer/Second Party

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- execute necessary deeds, letters, documents and writings as may be required by Developer to carry out the above-mentioned acts.
- 6.9 The Developer shall complete the construction of the Project and apply for occupation certificate to the relevant authority within the Project Completion Period. If the Developer fails to fulfil its obligations under this Agreement, it shall be liable to pay compensation/penalty payable to third parties including the Purchasers in the Project, as per the RERA Act, without any liability on the Land Owner.
- 6.10 That the Developer and the Land Owner jointly shall appear before the registrar or sub-registrar or any other Competent Authority(ies) for registration of the agreement to sell, sub-lease deed, , supplementary agreement, deed of rectification and other deed and documents in respect of Carpet Areas/ units in the Project whether in parts or in full, and admit the execution thereof and to present before the concerned registrar, sub-registrar, first class magistrate, notary public, oath commissioner for registration and attestation of the same and to give acknowledgement/receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same as and when required.
- 6.11 The Land Owner shall execute the revocable GPA and get the same registered in favour of the Developer and/or its representative(s)/nominee(s).
- 6.12 The Land Owner shall, at the request of the Developer, execute, sale deeds, sub-lease deeds or other form of title documentation in favour of the prospective Purchasers of the Carpet Areas in the Project and/or authorize such person(s) nominated by the Developer for this purpose.
- 6.13 The Land Owner hereby agrees and undertake that the developer at its own cost & expenses shall be authorized and entitled to:
 - (i) The Developer shall have the sole right to Market, allot, sell, transfer, the entire or any part of the Project (save and except the Land Owner's Area) to the prospective buyers/ transferees/Purchasers in terms of this Agreement. The Land Owner shall provide full co-operation and assistance in this regard and undertake not to cause any interruption or create hindrance in the same.
 - (ii) The Land Owner hereby authorize the Developer to sign/ execute and register the tripartite/ other agreements on behalf of the Land Owner and the Land

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Developer/Second Party

Designated Partner



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- Owner shall execute/ register appropriate GPA in favour of the Developer providing such authorization in respect hereof.
- (iii) The Developer shall have the sole and exclusive right to collect and receive the Gross Sales Revenue in relation to the Project, which shall be deposited in the relevant bank accounts in accordance with RERA and the Applicable Laws. The said bank accounts shall be solely operated by the Developer in terms of RERA.
- 6.14 The Developer or any agency nominated by it shall have the right to maintain the completed building(s) of the Project and other areas/ facilities as per the provisions of the Applicable Laws.
- 6.15 That the Developer and Land Owner shall jointly transfer and convey rights, title and interest in Carpet Area/ units forming part of Carpet Area or part thereof as agreed to be sold/transferred/ leased to different prospective purchaser(s)/ lessor(s)/ allottee(s)/transferee(s) and to execute the relevant documents including the sale deed(s), conveyance deed(s), transfer deed(s), sub-lease deed(s) thereof and handover possession of the Carpet Area/ units forming part of entire Carpet Area or part thereof as per the terms and conditions as have been agreed under this Agreement;
- 6.16 The Parties herein agree that within the period of 15 days from the date of execution of this Agreement:
 - (i) The Developer shall apply for the registration of the Project under RERA wherein all the Approvals for construction and development of the Project shall be obtained by Developer. It is hereinafter agreed that this timeline shall be subject to Force Majeure conditions.
 - (ii)Any penalty or implication or consequence due to non-compliance of the provisions of RERA by the Developer in respect of the Project shall be borne and met by the Developer alone. Any penalty or implication or consequence under RERA on account of title of Land Owner to the Project Plot and its' obligations with regard to the said title, shall be borne and met by Land Owner alone.
 - (iii) The Land Owner on signing of this Agreement, has provided peaceful and vacant possession of the Project Plot to Developer which Developer acknowledges to have received.

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(iv) Both the parties agrees to apply for UPRERA to be registered as copromoter/joint promoter of the Project, the Land Owner shall, along with the Developer, register itself as a co-promoter/joint promoter of the Project.

7. PROJECT FINANCE AND MORTGAGE

It has been agreed between the parties that land owner reserves the undisputed right to allow the developer to raise funds for construction of the project.

Interest benefit on Supreme Court Order/Any Other Order/ Policy for Legacy stalled Project

The Developer agrees that if any interest benefit or any other benefit will be made available by GNIDA on the basis of Order of Hon'ble Supreme Court or due to any change in policy of GNIDA/State government or under Policy for Legacy stalled Project or by any other manner, against the payments made under the project, the same shall be passed on to Land Owner within 30 days of the receipt/adjustment of the same by GNIDA. The Developer shall not get the benefit of said relief. It is further clarified that if one time lease rent or any other future dues gets adjusted against the benefit provided as per any policy then the same shall also be refunded to land owner within 3 months from the date of such adjustment.

9. INDEMNITY

The Parties agree that Developer shall at all times indemnify and keep the Land Owner and their respective officers, directors, agents and employees indemnified and harmless from and against any and all losses, which maybe suffered, incurred, borne, made, levied, imposed, claimed from or paid by the Land Owner, directly or indirectly, as a result of or arising out of (i) a breach of any agreement or covenant or obligation by Developer contained in this Agreement, particularly the payment terms; and/ or (ii) claims and/ or action that may be initiated against the Land Owner on account of willful default and gross negligence of the Developer.

10. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law & Jurisdiction: This Agreement shall be binding upon the Parties and be governed by and construed in accordance with the laws of India and courts at Gautam Buddh Nagar, Uttar Pradesh shall have exclusive jurisdiction in respect of all maters concerned to or arising out of this Agreement.

FOI LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatery/Director
Land Owner/First Party



For Aura Infrabiz LLP

Designated Partner



- 10.2 Amicable Settlement: In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between managers or representatives of the disputing Parties.
- 10.3 Arbitration: If the dispute is not resolved through such discussions within 30 (thirty) days after Disputing Party has served a written notice on the other Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 10.4 The seat and venue of arbitration shall be at Delhi and the language of the arbitration proceedings shall be English.
- 10.5 The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by Land Owner and one arbitrator shall be appointed by the Developer and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal.
- 10.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 10.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 10.8 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 10.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.

11. CONFIDENTIALITY

11.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence and shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis,

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner
Developer/Second Party



solely to employees, agents, advisors, consultants and authorized representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Party and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- is disclosed with the prior written consent of the Party who supplied the information;
- (b) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (c) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
- (d) any third party can ascertain independently on account of this Agreement being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (e) the Parties may have to disclose to any of their shareholders, investors, Affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
- (f) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (g) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

For LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Sgnatory/Director

Land Owner/First Party



For Aura Infrabiz LLP

Designated Partner



12. STAMP DUTY AND REGISTRATION

The Parties herein agree that the stamp duty and registration charges payable for the registration of this Joint Development Agreement, GPA, including any ancillary documents shall be borne and paid jointly by Developer and Land Owner in the ratio of 70:30, i.e., 70% by Developer and 30% by the Land Owner. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owners and no party shall be entitled to take a plea of non-registration.

13. NOTICES

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated below or electronic mail to the e-mail if provided below and, or any other address subsequently notified to the other Parties for the purposes of this Agreement and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

To the Land Owner

Address: A-118/1, 3rd Floor Vikas Marg, Shakarpur, New Delhi, Delhi – 110092

Name: Mr. Gurvinder Saini

E-mail id: distanthorizonres@gmail.com

Phone No.: 9988808585

To the Developer

Address: A-19, Sector 63, Noida-201301

Name: Sh. Amit Jain

E-mail id: amitjain@mahagunindia.com

Phone No.: 9810097556

14. MISCELLANEOUS

14.1 Force Majeure: If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "Affected Party") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. 'Force Majeure' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire,

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director Land Owner/First Party For Aura Infrabiz LLP

Designated Partner



lightning, epidemic, pandemic, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) unavailability, scarcity, shortage of any construction materials, fuel, power, water, electricity, etc.; (f) the promulgation of or any amendment in any law or policy of the Government Authority which prevents the construction and development to proceed as agreed in this Agreement; or (g) any event or circumstance analogous to the foregoing. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist.

- 14.2 No Partnership: The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- 14.3 <u>Independent Rights:</u> Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 14.4 <u>Variation or Amendment:</u> No variation or amendment of this Agreement shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.
- 14.5 While this Agreement contemplates the transaction to be undertaken and consummated through the execution of a Sub-lease Deed, in the event that statutory requirements prescribe the undertaking and consummation of the transaction through the execution of a Sub-lease Deed, then the Parties shall mutually discuss other alternative structures which reflect and satisfy the commercial intention of the Parties and the Parties shall mutually agree on the necessary amendments to this Agreement to give effect to such alternative structures.
- 14.6 <u>Taxes:</u> Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

FOR LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner



14.7 <u>Specific Performance</u>: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

14.8 Waiver:

- (a) Any waiver given by any Party in relation to any term of this Agreement shall only be effective if given in writing. No failure on the part of any Party to exercise, nor any delay in exercising any right, power or remedy shall impair the same or operate as or be construed as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy shall be construed as a waiver.
- (b) Any waiver by any Party of any default shall not constitute a waiver of the other Party's default. All original rights and powers of both the Parties under this Agreement will remain in full force, notwithstanding any forbearance, neglect, or delay in the enforcement thereof by either of the Parties.
- 14.9 Severability and Partial Invalidity: If any clause or provision of this Agreement fully or partly or anyone or more of the phrases, sentences, clauses or paragraphs contained herein is determined to be invalid, illegal, void, unenforceable or voidable under present or future laws or by any order, decree or judgment of any court, then and in that event, it is the intention of the Parties hereto that this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in this Agreement, remaining terms and condition, phrases, sentences, clauses or paragraphs shall remain valid and existing.
- 14.10 <u>Further Acts</u>: Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement.
- 14.11 Non- Transferable or assignable: The rights given to developer under this agreement are non- transferable or non- assignable in the nature and developer under no circumstances can assign the rights or development or any other right to any entity.
- 14.12 <u>Supersession</u>: This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter between the Parties or their affiliates, executed by and between the Land Owner and Developer.

FOR LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner



ANNEXURE- I

S. No.	Tower	Unit Number	Carpet Area (sq.ft)
1	Tower 1	201	1419
2	Tower 1	601	1419
3	Tower 1	1001	1419
4	Tower 1	1501	1419
5	Tower 1	1901	1419
6	Tower 1	2301	1419
7	Tower 1	2701	1419
8	Tower 1	3001	2313
9	Tower 1	202	1419
10	Tower 1	602	1419
11	Tower 1	1002	1419
12	Tower 1	1502	1419
13	Tower 1	1902	1419
14	Tower 1	2302	1419
15	Tower 1	2702	1419
16	Tower 1	203	1419
17	Tower 1	603	1419
18	Tower 1	1003	1419
19	Tower 1	1503	1419
20	Tower 1	1903	1419
21	Tower 1	2303	1419
22	Tower 1	2703	1419
23	Tower 1	204	1419
24	Tower 1	604	1419
25	Tower 1	1004	1419
26	Tower 1	1504	1419
27	Tower 1	1904	1419
28	Tower 1	2304	1419
29	Tower 1	2704	1419
30	Tower 2	1711	1094
31	Tower 2	1811	1094
32	Tower 2	1911	1094
33	Tower 2	2211	1094
34	Tower 2	2311	1094
35	Tower 2	1712	1094

For LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director
Land Owner/First Party

For Aura Infrabiz LLP

Designated Partner



36	Tower 2	1812	1094
37	Tower 2	1912	1094
38	Tower 2	2612	1094
39	Tower 3	314	1094
40	Tower 3	414	1094
41	Tower 3	1414	1094
42	Tower 3	1514	1094
43	Tower 3	415	1094
44	Tower 3	515	1094
45	Tower 3	615	1094
46	Tower 3	715	1094
47	Tower 3	915	1094
48	Tower 3	116	1094
49	Tower 3	216	1094
50	Tower 3	316	1094
51	Tower 3	416	1094
52	Tower 3	516	1094
53	Tower 3	716	1094
54	Tower 3	816	1094
55	Tower 3	916	1094
56	Tower 3	1016	1094
57	Tower 3	1416	1094
58	Tower 3	2716	1094
59	Tower 3	2816	1094
60	Tower 3	2916	1094
61	Tower 3	3016	1094
62	Tower 3	117	1094
63	Tower 3	217	1094
64	Tower 3	317	1094
65	Tower 3	417	1094
66	Tower 3	517	1094
67	Tower 3	617	1094
68	Tower 3	1917	1094
69	Tower 3	2117	1094
70	Tower 3	2717	1094
71	Tower 3	2817	1094
72	Tower 3	2917	1094
73	Tower 3	3017	1094

FOR LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director Land Owner/First Party For Aura Infrabiz LLP

Designated Partner
Developer/Second Party



74	Tower 5	224	1397
75	Tower 5	624	1397
76	Tower 5	1024	1397
77	Tower 5	1524	1397
78	Tower 5	1924	1397
79	Tower 5	2324	1397
80	Tower 5	2724	1397
81	Tower 5	225	1766
82	Tower 5	625	1766
83	Tower 5	1025	1766
84	Tower 5	1525	1766
85	Tower 5	1925	1766
86	Tower 5	2325	1766
87	Tower 5	2725	1766
88	Tower 5	3224	2695
89	Tower 5	3225	3143
			118160

FOR LOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

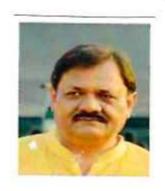
Land Owner/First Party



For Aura Infrabiz LLP

Designated Partner





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आवेदन सं०: 202400742046651

बही संख्या 1 जिल्द संख्या 28104 के पृष्ठ 113 से 164 तक क्रमांक 38039 पर दिनाँक 20/07/2024 को रजिस्ट्रीकृत किया गया



प्रिंट करें

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम . उप निबंधक : दादरी गौतम बुद्ध नगर 20/07/2024 IN WITNESS whereof this Agreement has been duly executed by the authorised representatives of the Parties on the Execution Date at Noida, Uttar Pradesh

Signed and delivered for and on behalf of LOTUS SRS BUILDTECH PRIVATE

LINEAL DESIGNS BUILDIECH PRIVATE LIMITED

Authorised Signatory/Director

Name: Gurvinder Saini

Designation: Authorised Signatory

Signed and delivered for and on behalf of AURA
INFRABIZ LLP through its authorised
representative infrabiz LLP

Designated Partner

Name: Amit Jain

Designation: Designated Partner

Witnessed by

 Mr. Azad Singh Narwal S/o Mr. Balbir Singh R/o D-72, Sector-47, Noida, Gautam Buddh Nagar, U.P. Witnessed by

2. Mr. Kaushal Nagpat S/o Mr. Mohan Lal Nagpal R/o 43, 2nd Floor, Vigyan Vihar, Delhi-110092

FOR LOTUS SRS BUILDTECH PRIVATE LIMITED

Land Owner/First Party

gnatory/Director

When the state of the state of

For Aura Infrabiz LLP

Designated Partner

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक दादरी

गौतम वुद्ध नगर क्रम

2024149068846

आवेदन संख्या : 202400742046654

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक

2024-07-20 00:00:00

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लेख का प्रकार

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1 . रजिस्ट्रीकरण शुल्क

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3 . निरीक्षण या तनाश शुल्क

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5 . कमीशन शुल्क

6. विविध

7 . पात्रिक भत्ता

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप जिल्ला



Certificate No.

Purchased by

First Party Second Party

Certificate Issued Date

Unique Doc. Reference

Description of Document

Consideration Price (Rs.)

Property Description

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

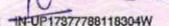
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Government of Uttar Pradesh

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AURA INFRABIZ LLP

Article 48 Power of Attorney

PLOT NO. GH-04A, AREA 30000 SQ MTRS, SECTOR-12, GREATER

NOIDA WEST, GREATER NOIDA, U.P.

LOTUS SRS BUILDTECH PRIVATE LIMITED

AURA INFRABIZ LLP AURA INFRABIZ LLP

(Five Thousand only)





Signature:....

ACC Name : JAI SHANKER KAUSHIK

ACC Code : UP160 52504 ACC Address: S. R. office, Noida LIC 251/2022-23 Noida (G. B. Nagar)

Please write or type below this line



FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Signatory/Director



For Aura Infrabiz LLP

ted Partner



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GENERAL POWER OF ATTORNEY

LOTUS SRS BUILDTECH PRIVATE LIMITED (Pan No# AACCL7515L), a company incorporated under the provisions of the Companies Act, 2013, with Corporate Identification Number U70102DL2014PTC272203, having its registered office at A-118/1, 3rd Floor Vikas Marg, Shakarpur, New Delhi, Delhi - 110092, India, acting through its Authorised Signatory Mr. Gurvinder Saini (Aadhaar No. **** **** 5193) S/o Mr. Mohan Singh Saini R/o B-112, Ground Floor, Sarvodaya Enclave, New Delhi, duly authorized vide Board Resolution dated 01/03/2024 (hereinafter referred to as the "EXECUTANT" do hereby appoint, nominate and constitute AURA INFRABIZ LLP (Pan No# ABTFA6211H), a limited liability partnership, duly registered under the Limited Liability Partnership Act, 2008, with LLP Identification Number AAV-1372, having its registered office at A-19, Sector 63, Noida, Gautam Buddha Nagar, Uttar Pradesh- 201301, acting through its Designated Partner Mr. Amit Jain (Aadhaar No. **** **** 2747) S/o Mr. Pawan Kumar Jain R/o C-227, Vivek Vihar, East Delhi, Delhi-110095 duly authorized vide Board Resolution dated 05/06/2024 (which expression shall unless repugnant to the law or expressly excluded by the context mean and include its successors-in-interest, executors, administrators, representatives, attorneys, nominees and permitted assigns)

Capitalized words and expressions used but not defined herein shall carry the same meaning as ascribed to them in the Joint Development Agreement dated 20th July, 2024

WHEREAS:

- A. The EXECUTANT is the lawful owner of leasehold rights of land and in peaceful physical possession of Plot No GH-04A, Sector- 12, Greater Noida (West), Gautam Buddh Nagar, Uttar Pradesh, admeasuring 30,000 Sq. Mtrs. (hereinafter referred to as "Project Plot")
- B. The EXECUTANT and Developer have executed a Joint Development Agreement dated 20th July, 2024 for development of a group housing project along with commercial components ("Project") on the Project Plot on the terms and conditions mentioned therein ("Joint Development Agreement"); and
- C. Under the Joint Development Agreement, the EXECUTANT has, inter alia, agreed to execute a power of attorney in favour of Developer, authorizing it to do all acts, deeds, matters and things and to exercise all powers and authorities as may be necessary or

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Ditector

EXECUTANT

For Aura Infrabiz LLP

ATTORNEY



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expedient for the construction, development, marketing, sale and maintenance of the Project, in the manner hereinafter appearing.

NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT WE THE EXECUTANT do hereby nominate, constitute and appoint the Developer, i.e., AURA INFRABIZ LLP, (hereinafter referred to as the "ATTORNEY", which expression shall, wherever the context permits, mean and include its representatives, authorised signatories, successors and permitted assigns) as our true and lawful general power of attorney holder to do the following acts, deeds and things in our name and on our behalf in respect of the Project to be developed on the Project Plot, for development and sale of the Project in pursuance of the Joint Development Agreement:

- To enter upon the Project Plot, survey the same, prepare layout and building plans, detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the Project.
- To undertake construction and development of the Project either itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.
- 3. To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities including but not limited to Greater Noida Industrial Development Authority (GNIDA), UPRERA, etc. in respect of matters relating to grant of licenses, approvals, sanctions, consents, registrations and renewals/ extensions thereof under Applicable Laws, rules, regulations, orders, notifications, for and in respect of the development of the Project on the Project Plot and in particular the following, viz.,:
 - to apply for, submit and follow up application for obtaining license, renewal of the license from the concerned authority, for development of the Project on the Project Plot;
 - (ii) to apply for, submit and follow up application for obtaining registration of the Project with Uttar Pradesh Real Estate Regulatory Authority (UPRERA), including signing and executing requisite documents, application, affidavits, undertakings, representations before UPRERA for the Project and to represent the Land Owner before UPRERA, in this regard and to make necessary statements and representation for such purposes.
 - (iii) to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans and/or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the ATTORNEY may desire;

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Directo

EXECUTANT

ATTORNEY

For Aura Infrabiz LLP

आवेदन सं०: 202400742046654

मुख्तारनामा आम

वही स०: 4

रजिस्ट्रेशन स०: 556

वर्ष: 2024

प्रतिफल- ० स्टाम्प शुल्क- ५००० बाजारी मूल्य - ० पंजीकरण शुल्क - ५०० प्रतिलिपिकरण शुल्क - ६० योग : ५६०

श्री लोटस एसआरएस बिल्डटेक प्रा॰ लि॰ के द्वारागुरविन्दर सैनी , पुत्र श्री मोहन सिंह सैनी

व्यवसाय: अन्य

निवासी: बी-112, ग्राउन्ड फ्लोर, सर्वोदय एन्क्लेव, नई दिल्ली



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रजिस्ट्रीकरण अधिकारी के हस्तीक्षर

विकास गौतम . उप निबंधक :दादरी गौतम बुद्ध नगर 20/07/2024

> उमेश मोहन . निबंधक लिपिक 20/07/2024

प्रिंट करें

- (iv) to apply for and obtain commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof) and any like certificates or permissions that may be required by the Applicable Law, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the concerned authorities and/ or Government department(s) and/or GNIDA;
- (v) to appear and represent the EXECUTANT before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Project;
- (vi) generally to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project on the Project Plot; and
- (vii) to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the EXECUTANT, as required from time to time in connection therewith.
- To do all such acts, deeds and things as may be required for making the Project Plot fit
 and proper for the purposes of the development and construction of the Project thereupon.
- 5. To construct, reconstruct, repair, improve upon or otherwise develop the Project or any part or portion thereof subject to the provisions of the Joint Development Agreement and in accordance with the building plans and specifications, commencement certificate and other requirements of the concerned authorities and for that purpose to employ/engage the services of contractors, architects, engineers, surveyors and other professionals as may be required in that behalf.
- 6. To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at the ATTORNEY's costs, construction work of the Project and every part thereof in accordance with the building plans, commencement certificate and specifications and to do all such acts, deeds, matters and things as may be necessary or expedient to ensure compliance with all rules and regulations applicable thereto.
- 7. To prepare and/or get prepared and to submit and file with all concerned authorities, government or otherwise applications for grant and/or issue of permits, quotas, licenses and authorizations for allotment of cement, steel and other controlled building material that may from time to time be required for the purpose of construction and erection of building(s) on the Project and for that purpose to appear before any authority or officers to make any statement and give any particulars as from time to time be necessary and/or

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

EXECUTANT

Authorised Signatory/Director

ATTORNEY

For Aura Infrabiz LLP

आवेदन सं०: 202400742046654

वही स०: 4

रजिस्ट्रेशन स०: 556

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त मुख्तार कर्ता: 1

श्री लोटस एसआरएस बिल्डिट्रेफ प्रा॰ लि॰ के द्वारागुरविन्दर सैनीं, पुत्र श्री महिन सिंह सैनी निवासी: बी-112, प्राउन्ह्य फ्लोर, सर्वोदय एन्क्लेव, नर्ड दिल्ली

व्यवसाय: अन्य

मुख्तार: 1





श्री ओरा इन्फ्रांबिज एलएलपी के द्वारा अमित जैन , पुत्र श्री पवृत्र कुशारखेन 🛌

निवासी सी २२७ विवेक विद्या ईस्ट

क्रिसाय: अन्य





ने विष्पादन स्वीकार किया। जिनकी पहचान

पहच्चिकर्ताः 1

श्री अजाद सिंह नरवाल, पुत्र श्री बलबीर सिंह

निवासी: डी-72, सेक्टर-7, नोएडा, ग्रीतमबुद्ध नगर, उ०प्र० -

व्यवसाय: अन्य

पहचानकर्ता : 2





श्री कौशल नागपाल , पुत्र श्री मोहन लाल नागपाल

निवासी: 43, द्वितीय तल, विज्ञान विहार, दिल्ली

व्यवसाय: अन्य





रजिस्ट्रीक्रम्ण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है । टिप्पणी : विकास गौतम . उप निबंधक : दादरी गौतम बुद्ध नगर 20/07/2024

उमेश मोहन . निबंधक लिपिक गौतम बुद्ध नगर 20/07/2024 required to be obtained and take delivery of such building materials to which said licenses, permits, quotas or authorizations may relate and to utilize the same for the purpose of development of the Project.

- 8. To sign all applications, forms, papers, undertakings, indemnities, authorities, terms and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any such authority and to receive back the same and issue valid receipts and to take and give oral and written statements on behalf of the EXECUTANT before any such authorities or persons whomsoever, as may be required by the authorities concerned from time to time.
- 9. To appoint architects, surveyors, contractors and appoint consultants from time to time, as may be found necessary to carry out and/or implement any of the provisions herein contained and to substitute them or any of them and to execute appropriate writings in their favour authorizing them and/or delegating to them authority to obtain all necessary sanctions, approvals, no-objections and permissions for the construction and development of the Project.
- 10. To deal with and correspond with and make necessary applications to the concerned electric and water and other authorities and/or officers for obtaining connections for electricity and water supply for the Project and to obtain necessary orders in pursuance thereof and to do or caused to be done all necessary acts for laying the water lines, sewerage lines, drainage lines and telephone and electric cables, to carry out the internal lay out for the development of the Project and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.
- 11. To attend to, to manage, look after, watch, examine and take care of the Project Plot/Project or any part or portion thereof regularly at all reasonable time and to prevent any encroachments, trespasses and/or unauthorized constructions thereof being made by any person or persons or body and if any encroachments, trespasses or unauthorized constructions are already existing and/or being made hereafter and/or erected or constructed by any person or persons or body on the Project Plot or any part or portion thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions and legal proceedings against the concerned person or persons or body.
- To apply for and obtain and receive refund of moneys paid and/or deposit or which may be deposited with the relevant authorities/corporation by the developer and to sign receipt for the purpose.

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorise Signatory/Director

EXECUTANT

ATTORNEY



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- 13. To do all marketing, publicity and advertising activities and make advance bookings and to allot, lease, sub-lease, license, sub-license, sell, transfer and dispose off the Carpet Areas (as defined in the Joint Development Agreement) of the Project as it may deem fit and proper.
- 14. To collect and receive from the allottees, or purchasers of the Carpet Areas, the entire, sale consideration, charges or price as aforesaid in terms of Joint development Agreement. To sign and execute and/or give proper and lawful discharge for the receipts.
- 15. The Developer may execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the Carpet Areas and also to execute and sign agreement to sell, allotment letters, , license agreements, sub-license agreements, Carpet in favour of prospective allottee(s)/ transferees, as the ATTORNEY may deem fit.
- 16. To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the ATTORNEY for the execution, stamping and/or registration of all writings/ deeds/documents for registration of allotment, as the case may be, of the Carpet Areas in the Project in favour of the prospective allottee(s)/ transferees referred hereinabove.
- To give formal possession of the Carpet Areas in the Project or any part thereof to the prospective allottee(s)/ transferee(s).
- 18. To manage and maintain the Project either on its own or through any maintenance agency appointed in accordance with the Joint Development Agreement and to fix such maintenance charges as may be deemed expedient by the ATTORNEY or the maintenance agency.
- 19. If required, to take all necessary steps for the registration of a company, society, association, etc., of the flat/unit owners and other occupants of the Project, registered under the applicable law and for that purpose to sign and execute all necessary forms, applications, papers and writings before the concerned authorities and to do all other acts, deeds, matters and things necessary for registration of the company/ society/ association and to obtain registration certificate.
- 20. To bear and pay all taxes, cess, charges, levies and any other outgoings payable in respect of the Project upon receipt of possession of the Project Plot and to further bear and pay all taxes, cess, charges, levies and any other outgoings, including but not limited to, income tax, sales tax, service tax and value added tax, upon construction and development of the Project in pursuance of the Joint Development Agreement.

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

For Aura Infrabiz LLP

Designated Partner

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- 21. To evict the tenant/ unauthorized occupant/ trespasser on the Project, to initiate and file suits or any legal proceedings in court/ tribunal of competent jurisdiction, appoint any pleader/ advocate, compromise and withdraw any proceeding/ cases and to do all acts which may be required in respect thereto.
- 22. To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project Plot and/or the Project in all the courts, civil, revenue or criminal, and before any and all authorities, tribunals including arbitral tribunal, government offices/ departments including tax authorities, statutory authorities/ corporations and all other bodies/ authorities.
- 23. To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, offices of the government/ semi government/ local bodies and/or any other statutory bodies for and in connection with the above purposes.
- 24. To sign, verify and execute plaints, written statements, counter-claims, appeals, reviews, applications, affidavits, authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants) in any court of law or equity whether of original, appellate, testamentary or revisional jurisdiction or judicial authority established by lawful authority and to do all acts and appearances and applications in any such court or courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer judgments or decrees given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees as the ATTORNEY shall be advised or thinks proper.

AND, generally to do any and/or all such other acts, deeds, matters and things which the ATTORNEY think necessary and expedient for the purposes mentioned above in respect of the Project to be developed on the Project Plot even if they are not covered by the aforesaid acts.

AND, the EXECUTANT do hereby agree to confirm and ratify all those acts, deeds, matters and things done and/or cause to be done by the ATTORNEY shall be construed as acts, deed matters and things done by the EXECUTANT personally as if present and shall be binding on the EXECUTANT.

AND, the Executant does hereby agree and confirm that this Power of Attorney is granted for consideration, the receipt and sufficiency of which the Executant does hereby acknowledge, and as such shall to this intent and purpose be governed by the provisions of Section 202 of the Indian Contract Act, 1882.

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

Authorised Signatory/Director

ATTORNEY

For Aura Infrabiz LLP

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IN WITNESS WHEREOF, the EXECUTANT through its duly authorised representative have set its hand to this writing at Delhi on this 20th day of July, 2024.

Signed and delivered for and on behalf of LOTUS SRS BUILDTECH PRIVATE LIMITED through its authorised representative

Name: Gurvinde Signatory/Director Designation: Authorised Signatory

Signed and delivered for and on behalf of AURA INFRABIZ LLP through its authorised representative

For Aura Infrabiz LLP

Name: Amit Jain Designation: Partner

Designated Partner

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Witnessed by

1. Mr. Azad Singh Narwal S/o Mr. Balbir Singh R/o D-72, Sector-47, Noida, Gautam Buddh Nagar, U.P. Witnessed by

2. Mr. Kaushal Nagpal S/o Mr. Mohan Lal Nagpal R/o 43, 2nd Floor, Vigyan Vihar, Delhi-110092

FOILOTUS SRS BUILDTECH PRIVATE LIMITED

athorised Signatory/Director

EXECUTANT

For Aura Infrabiz LLP

Designated Partner

ATTORNEY

आवेदन सं०: 202400742046654

बही संख्या 4 जिल्द संख्या 715 के पृष्ठ 369 से 388 तक क्रमांक 556 पर दिनाँक 20/07/2024 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम . उप निबंधक : दादरी गौतम बुद्ध नगर 20/07/2024



LOTUS SRS BUILDTECH PRIVATE LIMITED

(FORMERLY KNOWN AS DISTANT HORIZON RESIDENCY PRIVATE LIMITED)
Regd. Off: A-118/1, Third floor Vikas Marg, Shakarpur, New Delhi-110092
CIN: U70102DL2014PTC272203 E-mail id: distanthorizonres@gmail.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY LOTUS SRS BUILDTECH PRIVATE LIMITED HELD ON FRIDAY 01ST DAY OF MARCH, 2024 AT 11.00 AM. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT A-118/1, THIRD FLOOR VIKAS MARG, SHAKARPUR, NEW DELHI-110092

The Chairman apprised the Board that the company is in process to enter into a Joint Development Agreement (JDA) with AURA INFRABIZ LLP (LLPIN: AAV-1372) having registered office at A 19 Sector 63 Noida Gautam Buddha Nagar Uttar Pradesh 201301 as per the draft JDA placed before the board. The Board discussed the matter and passed the following resolution unanimously:-

"RESOLVED THAT the consent of the Board be and is hereby accorded to enter into Joint Development Agreement (JDA) or any other ancillary documents for the purpose of getting it registered and granting, Development Rights of the Project Plot (Plot No GH-04A, Sector-12, Greater Noida (West), Gautam Budh Nagar, Uttar Pradesh, admeasuring 30,000 Sq. Mtrs) for development of the group housing project to the Developer "AURA INFRABIZ LLP" as mentioned in the draft JDA as placed before the board and on such terms and conditions as may be decided by the board of the directors of the company."

RESOLVED FURTHER THAT Shri Gurvinder Saini, S/o Shri Mohan Singh Saini, R/o B-112, Ground Floor, Sarvodya Enclave, New Delhi-110017 be and is hereby authorized to sign, execute and get registered before the Sub Registrar the Joint Development Agreement or any other necessary documents, writings, etc. and to do all such acts, deeds and things that are required to give effect to the above resolution, for and on behalf of the company.

RESOLVED FURTHER THAT a copy of the resolution be forwarded to the concerned person/authority and shall remain in force till rescinded by a fresh resolution."

Certified True Copy

For Lotus SRS Buildtech Private Limited

Harshit Jain

Director

Din No. 07502898

Ajay Kumar Saxena

Director

Din No. 07590638

आयकर विभाग भारत सरकार INCOME TAX DEPARTMENT GOVT. OF INDIA LOTUS SRS BUILDTECH PRIVATE LIMITED 30/09/2014

Permanent Account Number

AACCL7515L



भारत सरकार अध्यक्षणाच्या अन्यकार



गुर्विन्देर सैनी Gurvinder Saini जन्म तिथि/DOB: 15/11/1963 पुरुष/ MALE



4657 8219 5193

मेरा आधार, मेरी पहचान





पताः बी-112 ग्राउंड फ्लोर, सर्वोदया एन्क्लेव, सर्वोदय एन्क्लेव, दक्षिण दिली, दिली - 110017

Address: B-112 Ground Floor, Sarvodya Enclave, Sarvodya Enclave, South Delhi, Delhi - 110017



4657 8219 5193













भारत सरकार

Government of India

आज़ाद सिंह नरवाल Azad Singh Narwal जन्म तिथि / DOB : 20/10/1963 पुरुष / Male



5267 1283 1161

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पताः

S/O: बलबीर सिंह, डी-72, नोएडा सेक्टर-47, नॉएडा, नोएडा, गौतमबुद्ध नगर, उत्तर प्रदेश, 201301 Address:

S/O: Balbir Singh, D-72, Noida Sector-47, Noida, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301

5267 1283 1161





www.uidai.gov.in

www



Aura Infrabiz LLI

ENGINEERS • CONTRACTORS & BUILDERS

Regd. / Corp. Office: A-19, Sector-63, Noida-20130

LLPIN: AAV-1372

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DESIGNATED PARTNER OF AURA INFRABIZ LLP HELD ON WEDNESDAY THE 05th DAY OF JUNE 2024 AT 9:40 A.M AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT A-19, SECTOR-63, NOIDA, UTTAR PRADESH - 201301

<u>AUTHORIZATION FOR EXECUTION OF DOCUMENTS FOR DEVELOPMENT OF GROUP HOUSING RESIDENTIAL PROJECT</u>

The Chairperson informed the board about the need of authorizing Mr. Amit Jain, Director of the Company to make, prepare, amend, modify, negotiate, sign, execute, submit, register the **Joint Development Agreement** or any other deeds and documents to made or entered between **Aura Infrabiz LLP** and **Lotus SRS Buildtech Private Limited** for the purpose of execution & development of the Group Housing Residential Project at Plot No. GH-04A, Sector-12, Greater Noida West, Uttar Pradesh-201016. The Board deliberated at length and passed the following resolution:

"RESOLVED THAT Mr. Amit Jain, Director of the Company be and is hereby authorized to make, prepare, amend, modify, negotiate, sign, execute, submit, register the Joint Development Agreement or any other deeds and documents to made or entered between Aura Infrabiz LLP and Lotus SRS Buildtech Private Limited for the purpose of execution & development of the Group Housing Residential Project at Plot No. GH-04A, Sector-12, Greater Noida West, Uttar Pradesh-201016."

"RESOLVED FURTHER THAT Mr. Amit Jain, Director of the Company, be and is hereby authorized to do all acts and deeds and things as may be considered desirable, expedient, necessary or consequential to give effect to the above resolution or anything in connection with the above matter."

CERTIFIED TRUE COPY
For Aura Infrabiz LLP

Specimen Signatures of Mr. Amit Jain //Attested by//

Hiller

Shruti Jain

Designated Partner .

DIN: 00559349

Designated Partner
DIN: 00180632

Tel.: 0120-4839900, Website: www.mahagunindia.com E-mail: info@mahagunindia.com

आयकर विभाग INCOME TAX DEPARTMENT



मारत सरकार GOVT. OF INDIA

स्थापी लेखा संख्या कार्ड Permanent Account Number Card

ABTFA6211H

AURA INFRABIZ LLP

ferrus/rest of miles Date of incorpations ormation 17/12/2020

25122020

इस कार्ड के खोने/याने पर कृपवा सुवित करें/लीटाएं: आसका पेर पेना कार्य, एन एस दी एल

आसका के पंचा इकाई, एव एस दी एस भीको सीवान, यंगे स्टॉलिंग, प्लॉट वें. 341, सर्वें वें. 997/ इ. मीवान कार्योंनी, वीच बंगाना चीक के पास, पुणे - 411 016.

If this card is lost / someone's lost card is found, please inform / return to :-

Income Tue PAN Services Unit, NSDL 4th Floor, Mann's Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bingalow Chowk, Pune - 411-016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfitignediae in





भारत सरकार

Government of India

अमित जैन Amit Jain



जन्म तिथि / DOB: 03/09/1973 पुरुष / Male

4596 1495 2747



आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता: आत्मज: पवन कुमार जैन, सी-227 विवेक विहार, झिलमिल, पूर्वी दिल्ली दिल्ली, 110095 Address: S/O: Pawan Kumar Jain, C-227, Vivek Vihar, East Delhi, Jhilmil, Delhi, 110095

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कौशाल नागपाल KAUSHAL NAGPAL जन्म तिथि / DOB: 06/08/1975 पुरुष / Male

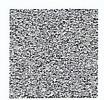
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मेरा आधार, मेरी पहचान



आरतीय विशिष्ट पहचान प्राधिकरण Unique Identification Authority of India





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