

5421/2014



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Uttar Pradesh**  
**e-Stamp**

Certificate No.	: IN-UP00275238419390M
Certificate Issued Date	: 05-Mar-2014 03:12 PM
Account Reference	: SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0100317410697779M
Purchased by	: TULSIANI CONSTRUCTIONS AND DEVELOPERS LTD
Description of Document	: Article 23 Conveyance
Property Description	: GROUP HOUSING PLOT AREA 16031.294 SQMT AT BLOCK-B IN SECTOR-I, POCKET-D, SUSHANT GOLF CITY, LUCKNOW
Consideration Price (Rs.)	: 15,94,71,415 (Fifteen Crore Ninety Four Lakh Seventy One Thousand Four Hundred And Fifteen only)
First Party	: ANSAL PROPERTIES AND INFRASTRUCTURE LTD
Second Party	: TULSIANI CONSTRUCTIONS AND DEVELOPERS LTD
Stamp Duty Paid By	: TULSIANI CONSTRUCTIONS AND DEVELOPERS LTD
Stamp Duty Amount(Rs.)	: 1,65,00,000 (One Crore Sixty Five Lakh only)



.....Please write or type below this line.....



Tulsi Construction Ltd.

Authorized Signatory



Tulsi Constructions & Developers Limited

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**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at [www.shcilstamp.com/](http://www.shcilstamp.com/). Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the genuineness is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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#### Brief Detail of Sale Deed

1. Type of Property-Residential
2. Mohalla- Sushant Golf City, Sulanpur Road, Lucknow, (U.P.)
3. Detail of Property- Group Housing Plot Area 16,031.294 Sq. Meter, situated at Block No. B in Sector-I, Pocket-D, Sushant Golf City, Sultanpur Road, Lucknow.
4. Measurement of Unit- Square meter.
5. Area of the property- 16,031.294 Sq. Meter

For Ansal Properties & Infrastruc Ltd.



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6. Situation from road (as per appendix)- More than 100 meters from Amar Shaheed Path.
7. Other description- situated at 45 meter wide Road and on two ways.
8. Valuation of trees- NA
9. Boring/well/other - NA
10. Pertaining to the member of Housing Society- NA
11. Consideration- Rs. 15,94,71,416/-
12. Market Value- Rs. 23,42,05,414/-
13. Stamp paid- Rs. 1,65,91,000/-

For Aneal Properties & Infrastructure Ltd.

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आवर्त कोषागार  
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12. Market Value- Rs. 23,42,05,414/-
13. Stamp paid- Rs. 1,65,91,000/-

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आवरी कोवागर लख

LKOTR

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No. of First Party: 1

No. of Second Party: 1

Details of vendor	Details of Vendee
M/s Ansal Properties & Infrastructure Ltd., a company incorporated under the provisions of the Indian Companies Act 1956, having its Registered Office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001 and branch/local office at First Floor, YMCA Campus, 13, Rana Pratap Marg, Lucknow, through its authorized signatory Birendra Pratap Singh son of Late Gangopal Singh	M/s. Tulsiani Constructions and Developers Ltd., a company duly incorporated under the Companies Act, 1956 having its registered office at 13/1, Punjabi Colony, Alopibagh, Allahabad represented through its authorized signatory Mr. Sanjay Singh son of Late Indra Deo Singh.

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LKOTR

- 3 -

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This DEED OF SALE is made at Lucknow on this 6<sup>th</sup> day of March, 2014.

BETWEEN

**M/s Ansal Properties & Infrastructure Ltd.**, a company incorporated under the provisions of the Indian Companies Act 1956, having its Registered Office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001 and branch/local office at First Floor, YMCA Campus, 13, Rana Pratap Marg, Lucknow, through its authorized signatory Birendra Pratap Singh son of Late Gangopal Singh

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(hereinafter referred to as the 'Vendor', which expression shall include his/her/ their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the one part.

AND

**M/s. Tulsiani Constructions and Developers Ltd.**, a company duly incorporated under the Companies Act, 1956 having its registered office at 13/1, Punjabi Colony, Alopibagh, Allahabad represented through its authorized signatory Mr. Sanjay Singh son of Late Indra Deo Singh (hereinafter referred to as the 'Vendee', which expression

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shall include his / her / their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

WHEREAS the Vendor and Vendee are company, the expression he, him, she, her, himself, herself, it, itself etc. in this sale deed shall be deemed as modified and read suitably as the context requires.

WHEREAS the Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view of the

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mandates of the National and State Housing Policy, announced a policy on 22.11.2003 more commonly known as Hi-Tech Township Policy for the promotion and facilitation of private sector participation of the development of Hi-Tech Township with world class infrastructure, and in compliance of the aforesaid policy the Government invited proposals for development of Hi-Tech Township in the State of U.P.

AND WHEREAS a High Power Committee was constituted in accordance with the guidelines and provisions of the Hi-Tech Township Policy and the said High Power committee selected M/s Ansal Properties & Infrastructure Ltd. for the

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development of Hi-Tech Township on Sultanpur Road, Lucknow and a Memorandum of Understanding to that effect was executed between M/s Ansal Properties & Infrastructure Ltd. and Lucknow Development Authority (LDA) which is a statutory body constituted under the provisions of the Uttar Pradesh Urban Planning and Development Act 1973.

AND WHEREAS in pursuance of the aforesaid Memorandum of Understanding, M/s Ansal Properties & Infrastructure Ltd. has on different dates signed and executed Development Agreements with the Lucknow Development Authority (LDA)

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for development of Hi-Tech Township in the name and style of 'Sushant Golf City'.

AND WHEREAS in pursuance of the said Memorandum of Understanding and the development agreements a Detailed Project Report (DPR) for development of Sushant Golf City was submitted by M/s Ansal Properties & Infrastructure Ltd., which has been approved by the Lucknow Development Authority, Lucknow.

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AND WHEREAS the detailed lay out plan of the aforesaid Hi-Tech Township has also been approved by the Lucknow Development Authority.

AND WHEREAS the land use of the proposed site confirms to the development of Hi-Tech Township as per the Master Plan of Lucknow-2021.

AND WHEREAS, the Vendor represents, declares and assures the Vendee as under:-

- (a) That the Vendor has absolute right to sell, transfer and convey the Group Housing Plot Area 16,031.294 sq.

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meter, situated at Block No. B in Sector - I, Pocket-D, Sushant Golf City, Sultanpur Road, Lucknow (hereinafter referred as the 'Said Property') and no one else except for the vendor has any right, claim, lien, interest or concern of any manner whatsoever on the said property and the Vendor has full rights and absolute authority to sell and transfer the same to the Vendee and the Vendor has not entered into any kind of agreement/arrangement of any nature whatsoever with any party / person in respect of the said Property to any other person (s) / party / lies.

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- (b) That the title of the Vendor over the said property is absolutely clear and marketable and the said property is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.
- (c) That in the detailed lay out plan of DA-1 area of Sushant Golf City, the Hi-tech Township at Lucknow, above mentioned land has been approved for the group housing complex.

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- (b) That the title of the Vendor over the said property is absolutely clear and marketable and the said property is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances till the time of execution of sale deed.
- (c) That in the detailed lay out plan of DA-1 area of Sushant Golf City, the Hi-tech Township at Lucknow, above mentioned land has been approved for the group housing complex.

For Ansel Proprietary & Infrastructure Ltd.

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- (d) That all the group housing blocks has been duly approved under the urban planning & Development Act, 1973, and are salable.
- (e) That the services including sewerage, water lines, power supply systems, drainage, pooled parking etc. for the plot are common and exclusive, both.
- (f) That with these facts it is provided that the ground area covered by building of the blocks as well as the land appurtenant to it as indicated in the enclosed plan may be pledged for the benefit M/s Tulsiani Constructions &

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Developers Ltd. who is the sole purchaser of the said property with the condition that the right of interconnecting services cannot be denied to the other area of the township to which it is serving, and similarly the services coming from other area to this part and extending the services to constructed blocks will also not be denied to the residents of all or any blocks located in this land. Also the first charge on the loans released due to the pledging of this property will be committed in favour of any dues payable by the purchaser to the developer i.e Ansals. With this condition the land indicated in the

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annexed plan may be mortgaged as per terms and conditions of Ansal API for which the developer has no objection. The mortgage deed will also be vetted by the Developer, Ansal Properties & Infrastructure Ltd.

- (g) That the Vendor hereby confirms and assures the Vendee that Vendor is not barred or prevented by any administrative / statutory attachment order or notification from entering into present transaction with the Vendee.
- (h) That the Vendor shall keep the Vendee harmless and indemnified at all times from all losses and damages in

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case the above declarations or any part thereof is found to be false or incorrect and / or otherwise for any reason, whatsoever.

AND WHEREAS, the Vendee has satisfied to the right, title and interest of the Vendor in the aforesaid Group Housing Plot of Land / Property.

AND WHEREAS, upon the aforementioned declaration and assurance of the Vendor the Vendor hereby sell and vendee hereby purchases the said Group Housing Plot of land/

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Property for a consideration of Rs. 15,94,71,416/- (Rs. Fifteen Crores Ninety Four Lac Seventy One Thousand Four Hundred and Sixteen Only) on the terms and conditions mentioned herein under:

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That the Vendee has paid the entire sale consideration of Rs. 15,94,71,416/- (Rs. Fifteen Crores Ninety Four Lac Seventy One Thousand Four Hundred and Sixteen Only) to the Vendor and Vendor hereby admits and acknowledges to have received the entire sale

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consideration as per payment schedule given herein below.

2. That the Vendor doth hereby absolutely sell, conveys, transfers and assigns Group Housing Plot Area 16,031.294 sq. meter, situated at Block No. B in Sector-I, Pocket-D, Sushant Golf City, Sultanpur Road, Lucknow along with all the rights of ownership, interest, easement and privileges appurtenant to the said Property to have and to hold the same unto the Vendee absolutely and forever. The Vendee further irrevocably confirms, assures and represents to the vendor that the

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vendee shall not, in any circumstances whatsoever, carry out construction over the said Property more than Permitted FSI as per approved plan of Lucknow Development Authority. Further, the vendee hereby assures that the vendee will develop as per the prescribed law governed by the controlling authority.

3. That the Vendee shall hereafter hold, enjoy, use and transfer the said Property under sale without any hindrance; claim whatsoever from the Vendor or any other person claiming under or through it and before every subsequent transfer of the property hereby sold it

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shall be mandatory for the vendee to obtain a no objection certificate from the Vendor and all subsequent Vendees shall abide all the terms and conditions of the Sushant Golf City as laid down by the Lucknow Development Authority and the Vendor.

4. That this land will remain dedicated to the vendee or its assignees/allottees and the usages and title will be governed by the law which may be framed by the Government or the controlling authority or the scheme defined by the vendor and the Vendee will enjoy all the rights and title on the said land.
5. That this piece of land will have unfettered right on the services which are coming up to this land from the public areas and the Vendee will have right to usages on such services on payment basis as demanded by the maintenance agency.
6. That the said Property is being sold and conveyed by the Vendor to the Vendee for the purpose of Group Housing in the Sushant Golf City And the Vendee assures and confirms to the Vendor that the said Property shall strictly be used for Group Housing purposes only and if at any point of time it is found that the use of the said Property is not in conformity with the purpose for which it is being sold then in such an event the Vendor shall have the rights and powers to call upon the Vendee for an explanation thereof and if the error is

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not rectified the Vendor, shall further have rights to move the appropriate Court of law against the Vendee for breach of trust at the sole cost and responsibility of the Vendee.

7. That the Vendee further irrevocably confirms, assures and represents to the Vendor that the Vendee shall carry out any or all constructions of any nature whatsoever over the said Property in a workmanlike manner only through qualified/competent contractors/workmen and in conformity with applicable laws, rules and regulations of the Authorities concerned and it is further clarified that the Vendor, its authorized officers, employees and representatives shall be entitled to access at all hours of the day and on all days (including Sunday's/Public Holidays) for inspection of the construction carried out over the said Property.
8. That the said Property which is being sold to the vendee is part of Hi-Tech Township of Ansal properties & Infrastructure Ltd. All the rules & regulations framed by Ansal properties & Infrastructure Ltd. for uniformity of Hi-Tech Township regarding building by laws, construction, colour scheme, upkeep, maintenance etc. shall be strictly followed by the vendee. If at any point of time it is found that the vendee is not following the terms, conditions, rules, regulations and understanding mutually agreed then in such an event the Vendor shall

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have the rights and powers to call upon the Vendee for an explanation thereof and if the error is not rectified the Vendor, shall further have rights to move the appropriate Court of law against the Vendee for breach of trust at the sole cost and responsibility of the Vendee.

9. That the Vendor shall look after the maintenance and upkeep of the Common areas and facilities until these are handed over to some corporate body or other agency appointed by the Vendor for maintenance, upkeep, repairs, security etc. of the building(s) including the landscaping and common area.. However 'landscaping and common area' may be specified. The Vendee or its Prospective Apartment ALLOTTEE(S) unconditionally agrees and consents to the said arrangement and he/she/it shall pay interest free security deposit and maintenance charges as determined by the Vendor or its appointed maintenance agency from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will make the Vendee or its Prospective Apartment ALLOTTEE(S) liable for interest @ 24% per annum. The Vendee or its Prospective Apartment ALLOTTEE(S) further unconditionally agrees that in the event of non-payment of any of the

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charges within the specified time shall also disentitle the Vendee or its Prospective Apartment ALLOTTEE(S) to the enjoyment of common services including lifts, electricity, water etc. and the Maintenance Agency shall be free to discontinue / disconnect the said services.

10. The Vendee hereby indemnify the Vendor i.e. to the developer company that for any liability on account of the structures raised, buildings built services, laid down which comes to the notice shall be discharged by the Vendee only, and if any liability of risk comes to the notice later on due to these reasons then the Vendee only shall be responsible.
11. The Vendee shall maintain the building and all other services and common spaces inside the building and shall create a system under which no liability of any kind including the financial and legal can be inflicted on the Vendor i.e. on the developer company if any such comes to the notice later on. The format of the instruments will be designed and approved accordingly.
12. The Vendee indemnify the Vendor that all the occupants and allottees of the building shall follow the rules framed for the maintenance of the services of the Township by the Vendor and shall include such provisions in all the instruments to be executed in such way that their allottees, assignees and occupants are liable for implementation of the rules framed for the

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Township for the maintenance and up keep of the services.

13. That Vendee assures that as and when required the Vendee or its Prospective Apartment ALLOTTEE(S) shall sign the maintenance agreement with the Vendor or its nominated agency and the Vendee shall abide by all the terms and conditions of the allotment.

The payable maintenance charge as demanded shall include and comprise township and building maintenance.

14. That the Vendor has handed over the vacant, peaceful possession of the said Property to the Vendee and the vendee assures that the Vendee shall complete the construction over the said Property within a period of two years from the date of provisional permission for construction and in the event of default the Vendee shall pay fine to the Vendor imposed by the Vendor.
15. That the Vendee can get the said Property under sale mutated, substituted and transferred in his name, on the basis of this Sale Deed, in the record of any authority or any other relevant records in the absence of the Vendor. The Vendor undertakes that it shall sign all other papers/documents required in this connection.
16. That the Vendor will provide services as per the term sheet/ agreements which has been duly executed between the parties and will be acceptable to both the

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follow the provisions, rules and regulations of the said Act and also the policy of the Vendor.

21. That the Vendor hereby agrees and covenant with the Vendee to indemnify and keep indemnified the Vendee against all losses or damages or claims which the Vendee is made liable an account of any legal defect in the title.
22. That the Vendee hereby assures that vendee and subsequent purchasers of the apartment shall abide the terms and conditions of Hi-tech policy and also abide the terms and conditions mentioned in the term sheet and subsequent MOU, Notice, Policy, Circular etc executed between Vendor and Vendee.
23. That the said Property is free from all kinds of encumbrances, disputes, flaws, litigation, acquisition, requisition, attachments, decree of any court or otherwise, demands, claim, liabilities notices or acquisition etc.
24. That the Vendee hereby agrees that if any demand is raised or issued by any Authority, due to the enhancement in the compensation under the orders of any Superior Courts, the same shall be borne by Vendee upon receiving intimation from the Vendor.
25. That all taxes and charges demanded by the Lucknow Nagar Nigam Lucknow, Lucknow Development

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Authority Lucknow, any State or Central Government or any other authorities empowered to impose the same, dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing with effect from today shall be borne by the Vendee while the taxes pertaining to the period prior to the execution of the present sale deed shall be borne by the Vendor. Subject to verification of date of possession, if that is prior to sale then payment should be undertaken by the Vendee from the date of possession.

26. That from today the Vendee shall become the absolute owner of the said Property and shall be entitled to have and hold the possession, occupation and use of the said Property and enjoy the benefits himself, their heirs, successors and assignees forever without any claim, charge, right, interest, demand and lien from the Vendor or any person or persons claiming to or under the Vendor. But without prejudice to right of inspection and other rights of granted to Vendor under this deed of sale.
27. That Vendee shall bear all cost and expenses and legal fees in respect of sale of the said Property including stamp duty, registrations fee and other incidental expenses on the Sale Deed.

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28. That the property is situated in the Sushant Golf City and the property is situated more than 100 meter from Amar Shaheed Path and Sultanpur Road and for the purpose of calculation of the stamp duty the circle rate of the land is fixed Rs. 18,700/- per sq. mtr. The said property is situated on 45 meter wide road and exist on two ways hence by enhance of 10% will be done and land value comes to 20,570/-. The Plot area of the said Property is 16,031.294 Sq. mt. Market value of the land area 1000 Sq. Mt. at the rate of Rs. 20,570/- comes to Rs. 2,05,70,000/- Market value of remaining area of 15,031.294 Sq. Mt. at the rate of Rs. 14,399/- (20570-30%) comes to Rs. 21,64,35,605/-. Hence the market value of the land comes to Rs 2,05,70,000/- + 21,64,35,605/- = Rs. 23,70,05,605/-. Since the Sale Consideration is lower than the Market Value therefore total stamp duty of Rs. 1,65,91,000/- has been paid on Market Value.

SCHEDULE OF PROPERTY

Group Housing Plot Area 16,031.294 Sq. meter, situated at Block No. B in Sector-I, Pocket-D, Sushant Golf City, Sultanpur Road, Lucknow delineated and marked in the annexed site plan which is bounded as under:-

Boundary of Said Property

East- 12 mtr wide Road

West- 45 mtr wide Road

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North- 12 mtr wide Road

South- 30 mtr wide Road

SCHEDULE OF PAYMENT

1. Vendor has received Cheque No. 029508 amounting Rs. 35,00,000/- drawn on Federal Bank from Vendee.
2. Vendor has received Cheque No. 030775 amounting Rs. 75,00,000/- drawn on Federal Bank from Vendee.
3. Vendor has received Rs. 50,00,000/- from Vendee.
4. Vendor has received Cheque No. 000289 amounting Rs. 1,50,00,000/- drawn on Bank of Baroda from Vendee.
5. Vendor has received Cheque No. 034960 amounting Rs. 1,50,00,000/- drawn on Federal Bank from Vendee.
6. Vendor has received Cheque No. 002153 amounting Rs. 1,50,00,000/- drawn on Bank of Baroda from Vendee.
7. Vendor has received Cheque No. 002154 amounting Rs. 1,82,48,351/- drawn on Bank of Baroda from Vendee.
8. Vendor has received Cheque No. 002155 amounting Rs. 1,98,00,000/- drawn on Bank of Baroda from Vendee.
9. Vendor has received Cheque No. 002156 amounting Rs. 1,98,00,000/- drawn on Bank of Baroda from Vendee.
10. Vendor has received Cheque No. 002157 amounting Rs. 1,98,00,000/- drawn on Bank of Baroda from Vendee.
11. Vendor has received Cheque No. 002158 amounting Rs. 1,95,38,351/- drawn on Bank of Baroda from Vendee.

For Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Tulsani Constructions & Developers Limited

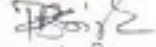
Authorized Signatory


12. Vendee shall deposit 1% Property tax amounting to Rs. 12,84,714/- and provide certificate to the Vendor within reasonable time.

Thus Vendor has received sum of Rs. 15,94,71,416/- (Rs. Fifteen Crores Ninety Four Lac Seventy One Thousand Four Hundred and Sixteen Only) from the Vendee the receipt of which is acknowledged by the Vendor.

IN WITNESS WHEREOF, the Vendor and Vendee have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in presence of the following witnesses :-

WITNESSES:


1.   
Benkat Raman Singh  
Advocate  
Civil Court, Lucknow

2.   
Vishwanath Yadav  
Advocate  
Civil Court, Lucknow

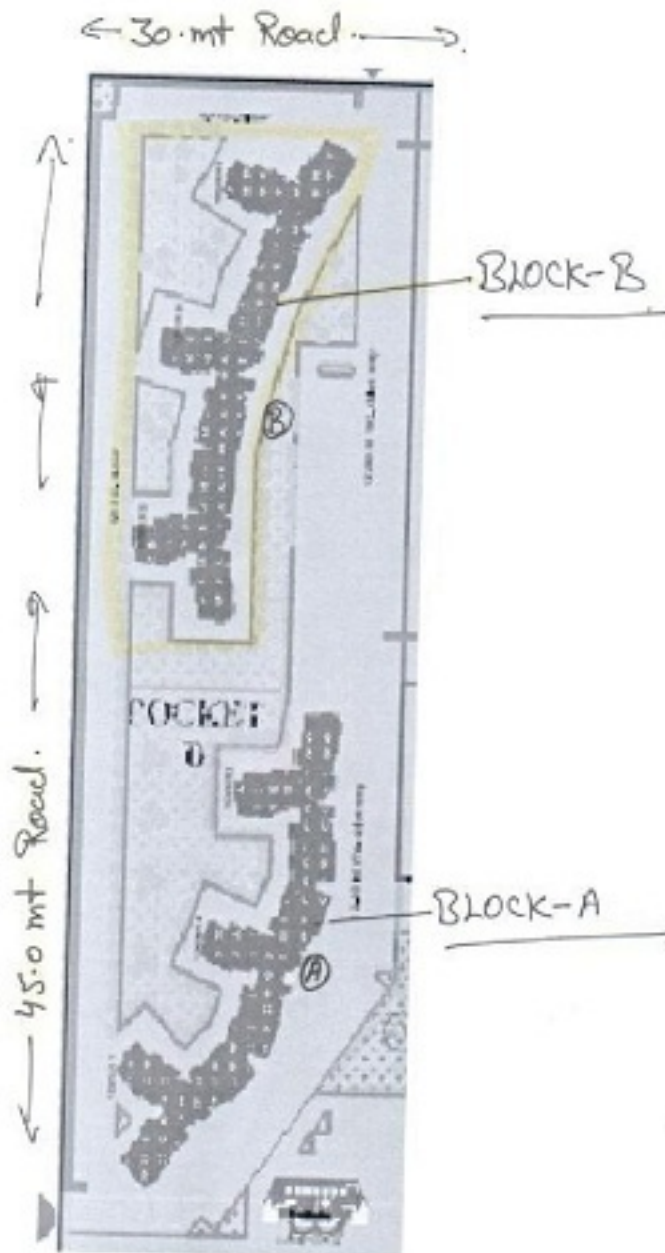
For Andul Properties & Investments Ltd.  
  
VENDOR  
PAN: AAACA0006D

Tulsani Constructions & Developers Limited  
  
VENDEE  
PAN: AABCT6244P

Typed & Drafted by

  
(Benkat Raman Singh)  
Civil Court, Lucknow  
Advocate

# GOLF VIEW AT SECTOR-I



For Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Tulsani Constructions & Developers Limited

Authorized Signatory

भाग 1

[ प्रस्तुतकर्ता अवधि प्रती द्वारा रखा जाने वाला ]

उप निबन्धक (प्रवेश) कम 40 9898

संख्यांक

नेत्र या प्रार्थना पर प्रस्तुत करने का दिनांक 06-Mar-2014

प्रस्तुतकर्ता या प्रती का नाम अंशल प्रा0 एण्ड इन्फा0ति0द्वारा अति0ह0 बीरेन्द्र

नेत्र का प्रकार विक्रय पत्र

प्रतिकूल की धनराशि 159,471,41/ 234,206,000.C

1. निजर्पकण मुक्त 10,000.0
2. परिवर्तितकण मुक्त 40
3. निर्देशक या संख्या मुक्त
4. मुलायमा के अधिमान्य रूप के लिए मुक्त
5. कर्तव्य मुक्त
6. निविधि
7. दक्षिण मन्त्र

1 से 4 तक का योग 10,040.0

मुक्त प्रस्तुत करने का दिनांक 06-Mar-2014

दिनांक जब नेत्र परिवर्तित या संख्या प्रसार पर

जाप करने के लिए तैयार किया 06-Mar-2014

निजर्पकण अधिकारी के द्वारा