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Date: 18th August, 2020

To,

Hon'ble Chairman,
Uttar Pradesh Real Estate Regulatory Authority (UP RERA),
Lucknow,
Uttar Pradesh.

Subject: Registration of "ANANTA" as separate project under the provisions of The Real Estate (Regulation and Development) Act, 2016

Respected Sir,

1. At the outset, we would like to apprise you regarding the brief background of Ananta and the manner in which we have been granted the rights to oversee the development of Ananta which is presently being developed on the identified and demarcated portion of land in the project under the name and style of "Rohtas Plumeria Homes".
2. Rohtas Plumeria Homes project was being developed by Andes Town Planners Private Limited (hereinafter referred to as "**ATPPL**"). ATPPL had ownership rights to a freehold commercial plot admeasuring 73018.74 square meters bearing Plot No.TCG-3/3 situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow bounded as under:

East: 60 meter wide road
West: TCG-2 & TCG -5
North: 30 meter wide road and part boundary
South: 30 meter wide road
(hereinafter referred to as "**said Land**").
3. After obtaining the sanction of plans for the development of a commercial and group housing complex on the said Land under the name and style of Rohtas Plumeria Homes (hereinafter referred to as "**Total Project**"), the construction on the said Land was started as per the norms of the sanctioned plans.
4. As a part of its business strategy, M/s U.P Township Private Limited decided to transfer the Total Project to its subsidiary company, in the name and style as M/s Andes Town Planners Private Limited i.e. ATPPL by executing a Transfer Deed together with constructions thereon.

HALWASIYA DEVELOPMENTS (P) LIMITED

CIN: U45201UP1997PTC021516

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5. The sanctioned plans in respect of the Total Project were further revised for incorporating the construction of a **new tower** which has been approved by the sanctioning authority vide Permit No. 38264 on **02.06.2015**.
6. Thereafter, ATPPL also started the construction of a new tower comprising of an independent multistoried residential cum commercial tower under the name and style of stylus tower as per the sanctioned building plans (now known as and hereinafter referred to as "**ANANTA**") on a part of the said Land and being developed on the identified and demarcated portion of land admeasuring 4,623.92 square meters approximately.
7. As ATPPL was unable to proceed with the construction of ANANTA, ATPPL approached Halwasiya Developments Private Limited (hereinafter referred to as "**HDPL**"). expressing its desire to engage HDPL as a Development Manager to facilitate and assist in construction, implementation and completion of ANANTA including though not limited to planning, re-designing, construction and completion of independent multistoried tower, consultancy and coordination of the marketing and selling, customer handling and collection management and such other services as may be required for execution, completion and implementation of ANANTA.
8. In this regard, a Development Management Agreement dated 19.01.2018 (hereinafter referred to as "**Development Management Agreement**") was executed between ATPPL and HDPL and in terms of the development arrangement with ATPPL, HDPL agreed to take up the engagement and proceeded to render its services for the development of ANANTA. HDPL were also empowered by GPA dated 19.01.2018 (hereinafter referred to as "**GPA**") and Board Resolution dated 20.01.2018 (hereinafter referred to as "**Board Resolution**") executed by ATPPL in favour of HDPL for managing the construction, implementation and completion of ANANTA. The rights and powers granted to HDPL under the said Development Management Agreement which were affirmed under the GPA and Board Resolution included but were not limited to the following:
 - (i) Overall management and coordination required for construction and implementation related works, planning, designing and supervising all other related planning activities on site;
 - (ii) Re-conceptualization and re-design of project, if required, desirable and determined by the HDPL;
 - (iii) Obtaining sanctions and approvals of completion certificates, occupancy certificates, transfer permission, no objection certificates etc., as required as per the applicable laws;

- (iv) Open, manage and operate the various project related bank accounts to be opened for collection and payment and expenses related to Ananta project;
- (v) Exercise full, free, uninterrupted, exclusive and irrevocable marketing rights and branding rights in respect of the project which included coordinating with the agencies for preparation and development of marketing and promotional strategies, directly and/or through brokers and preparation of designs and preparation of marketing related documents;
- (vi) Exclusive right to market, sell, lease, license and manage / otherwise deal with the unsold areas and other saleable/ revenue generating areas comprised in the Ananta project;
- (vii) Determine pricing of unsold areas of Ananta Residencies project and handling booking amounts, instalments, deposits, receivables, payments, lease rent, license fees and other considerations/ charges further receivable from the existing allottees against booked units as well as any collections/ receivables from unsold areas of Ananta project;
- (viii) Handle the allotment, sales accounting, receivables, bill processing, payments, compliances, accounting, financing and banking work related to Ananta project;
- (ix) Manage the allottees/ customers of Ananta project;
- (x) Transfer the entire or any part of unsold areas and handover possession, ownership, use and/or occupation of any part or whole of the areas/ spaces to third party allottee(s) of ANANTA Project;
- (xi) Customer facilitation for possession linked activities;
- (xii) Appear before the registrar or sub-registrar or any other authority competent in this behalf, for registration of the conveyance deed, sale deed, lease deed, supplementary agreement, deed of rectification and other deed and documents of any unit/ premises/ areas that is the part of ANANTA project, whether in parts or as a whole, and admit the execution thereof; and
- (xiii) To generally do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area, units and apartment in the ANANTA project.

9. It is pertinent to mention here that since February 2018, when HDPL became the development manager for ANANTA, there has been a lot of progress in construction and development of ANANTA which is evident from the slides attached to this letter as **Annexure-A**. The primary difference between the status of project site can be judged by

comparing the Slides of **Annexure-A**. At the time of our engagement for the development of ANANTA, only partial basement for a very limited area were constructed and there were many areas including lower basement which were filled up due to earth collapsing. However, due to our continuous sincere efforts, within a period of 16 (sixteen) months from our engagement, HDPL has been able to achieve substantial development of ANANTA and as on date the casting of 6th floor roof is being undertaken and the construction and development is being carried out as per schedule and we were targeting to achieve the completion of ANANTA by 31.10.2021. This was in spite of the fact that due to rains and a municipal drain breaking the site was submerged in water for 3 months and not to ignore the pandemic for the last 5 months.

10. In this regard, we would also like to bring to your kind attention that HDPL has till date spent nearly Rs.15,00,00,000.00 (Rupees Fifteen Crore only) whereas till date the buyers/ allottees of ANANTA have only paid a sum of Rs.2,38,50,000.00 (Rupees Two Crore Thirty Eight Lakh and Fifty Thousand only) approximately towards booking of the spaces/ units in ANANTA. The certificates (as per RERA requirement) reflecting the amounts, which have been spent by HDPL towards the construction and development of ANANTA is being attached herewith as **Annexure-B**. Thus, it is evident that we have infused substantial funds from our resources to continue and carry on construction and development of ANANTA. This clearly establishes our bona fide intention to complete the project as per timelines.
11. In this regard, we would also like to draw your attention to the non-fulfilment of the obligations by ATPPL undertaken by it under the Development Management Agreement. Despite our several reminders and follow-ups with ATPPL, it continuously failed to fulfil its obligations including but not limited to registration of Ananta Residencies as a separate part of Total Project. It would also be relevant to mention here that prior to engagement with ATPPL, ATPPL had booked areas in the Ananta Residencies project and collected huge sums from existing allottees towards such allotment of spaces/ areas. The account in respect of existing allottees were not properly maintained by ATPPL and after we started managing the construction of ANANTA, such allottees started to approach HDPL. HDPL is doing the needful and making best endeavors to take all requisite steps to ensure that the progress of ANANTA is as per schedule and rights of such allottees are not adversely affected. However, we are facing various obstacles due to the adverse order passed by RERA for the Total project has put the interest of the pre-existing allottees in jeopardy. It would also be relevant to mention here that due to failure of ATPPL to fulfil its commitments and obligations that we have suffered a substantial loss of time and money in respect of ANANTA project.

12. It would not be out of context to mention here that HDPL's capability to complete the construction of ANANTA may be established from the fact that till date there have been no complaints from the buyers/ allottees who have booked spaces/ areas in ANANTA and HDPL enjoys an impeccable market reputation of completing the projects being developed by it on time. However, due to fear of the orders passed by RERA Authority affecting the Total Project, and uncertainty regarding the present status and future of the project, HDPL is unable to receive funds from the allottees of ANANTA and facing numerous difficulties in carrying out development of ANANTA.
13. It is of utmost importance to bring it to your knowledge that the said Development Management Agreement has been entered by HDPL prior to registration of the Total Project by ATPPL with UP RERA, and it is one of the express conditions of the said Development Management Agreement that ATPPL will register Ananta as a separate phase / project. However, ATPPL got the Total Project (including Ananta) registered as a single project with UP RERA. It would be pertinent to mention that during the registration ATPPL has not defined ANANTA units making it impossible to establish the units in the project. HDPL has also served several reminders / notices to ATPPL in this regard, to which ATPPL have no answer. Despite expressly agreeing under the said Development Management Agreement, ATPPL neither applied for registration of Ananta as a separate phase / project with UP RERA nor submitted details of allottees in the said Ananta tower.
14. Please consider that HDPL has, in the interest of the allottees, always tried to fulfill its commitments and undertake development of ANANTA even by infusing its own funds and funds arranged from the market (including on interest) and huge financial cost is being incurred by HDPL for each day of delay in the construction of the said ANANTA tower. We would like to humbly submit that neither HDPL nor the allottees should suffer because of dishonest actions, mistakes and wrongs committed by ATPPL. In case ANANTA is not registered as separate phase/ project, then the ANANTA tower (which HDPL is reasonably confident to complete) may suffer the same fate as many other projects, which have been abandoned and result in huge financial losses both to HDPL and the allottees of Ananta.
15. We would also like to bring it to your knowledge that HDPL has, acting upon the request of your office, also agreed to complete the pending works finalized between Lucknow Development Authority (LDA) and Plumeria Resident Welfare Association (PRWA) in terms of understanding to be agreed with the said PRWA. It is also pertinent to mention here that HDPL is the flagship company of the Halwasiya Group, founded in the year 1997, and is a trustworthy name and a leading player in the field of real estate development with a proven track record in the field of civil construction and real estate development activities. HDPL has in-depth project execution experience having successfully developed several real

estate projects across verticals. For all our projects, we partner with leading technical consultants, architects and other domain experts and each of our project is managed by a core group of professionals lending to the project, years of cumulative experience, execution expertise and best practices. Our team of professionals give their best to offer timely possession of projects undertaken by us, and we have successfully completed a RERA registered commercial project in Punjab, and also delivered the leading mall 'One Awadh Center' in Lucknow.

16. In view of the aforementioned facts and considering that any adverse order for other parts of Total Project has hampered the progress of ANANTA and adversely affected the interest of the buyers/ allottees, it is humbly requested to the Hon'ble Authority to kindly consider our submissions and pass appropriate directions for the registration of ANANTA as a separate project, for protecting the interest of the innocent buyers especially in the current economic scenario and to enable HDPL to develop and complete ANANTA in a timely manner in order to secure the rights and interest of buyers/ allottees of the project and handover the units to the respective buyers/ allottees of the project.

Thanking You,

Yours faithfully,


Halwasiya Development Pvt.Ltd

Authorised Signatory
For and on behalf of Halwasiya Developments Private Limited
Authorised Signatory

Enclosed:

- Annexure A: Status of the project site 'ANANTA'.
Annexure B: Certificates reflecting the amounts spent by HDPL towards construction of the project 'ANANTA'.



उत्तर प्रदेश UTTAR PRADESH

02AA 764661

in pursuance of the order of the collector No. 1583.....Dated 30/8/06
 passed under Section 10-A of the stamp Act. it is certified that an amount of Rs.
 =2646700/- in words Rs. Twenty Six Lacs Sixty Six Thousand Seven Hundred &
only has been paid in cash as stamp duty in respect of this instrument in the sub
 treasury/State bank of India Lucknow by challan No. P-50.....dated 23-08-06
 a copy of which is annexed herewith.

प्रमाणित किया जाता है कि निम्न
 व्यवस्था/प्रलेख संख्या 501-32/00/2
 द्वारा किया गया स्टाम्प रु 26,46,700/-
 निम्न विवेक से समायोजित किया गया है।

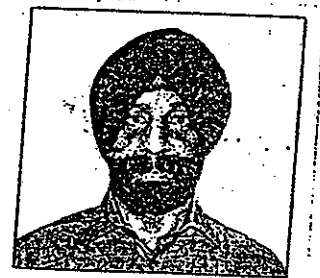
Dated : 30/08/2006

Chief Treasury Officer
 Lko./MLD./MLG.

For U.P. Township Pvt. Ltd.

Authorized Signatory

प्रमारी अधिकारी सम्पत्ति
 लखनऊ विकास प्राधिकरण



Ward : 127
Valuation : Rs. 52,74,111/-
Stamp Duty Payable : Rs. 5,27,78,400/-
Stamp Duty Adjusted : Rs. 5,01,32,100/-
Stamp Duty Paid : Rs. 26,46,800/-

SALE DEED

THIS SALE DEED entered between LUCKNOW DEVELOPMENT AUTHORITY through Prabhari Adhikari (Sampatti) SRI ASHOK PAL SINGH, office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow (hereinafter referred as the "SELLER/L.D.A.", which expression unless repugnant to the context shall always mean and include the Seller itself, its executors, administrators, legal representatives and assigns) on the **ONE PART**.

A N D

M/s U.P. TOWNSHIP PVT. LTD., 39, Panchsheel Park, New Delhi through authorised signatory Sri S.S. Bindra, S/o Late S.S. Bindra, R/o 1/76, Vipul Khand, Gomti Nagar, Lucknow, (hereinafter referred to as the "PURCHASER" which expression unless repugnant to the context shall always mean and include the Purchaser company itself, its executors, administrators, successors, legal representatives, and assigns) on the **OTHER PART**.

WHEREAS, the land was acquired in public interest by the Lucknow Development Authority under the provisions of Land Acquisition Act 1894 under the Ujarioan Housing Scheme and after acquisition of land the Seller has developed the land popularly

For U.P. Township Pvt. Ltd.

Authorised Signatory

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लखनऊ विकास प्राधिकरण

Seller possess the land free from all encumbrances.

AND WHEREAS, the commercial/official/Group Housing plot no. TCG-3/3, bearing an area of 73018.74 sq. mtrs. (Seventy Three Thousand Eighteen point Seven Four Square meters) only was allotted by LDA in favour of the purchaser under public auction held according to rules in consideration to the premium amount of Rs.44,76,04,876/- (Forty Four Crore Seventy Six Lacs Four Thousand Eight Hundred Seventy Six only) apart from the said amount 12% freehold charges amounting to Rs.5,37,12,590/- (Five Crore Thirty Seven Lacs Twelve Thousand Five Hundred Ninety only) were also charged for conversion of the said land into freehold and upon making part payment amounting to Rs.18,79,94,060/- an agreement to sell was entered between both the parties which is duly registered in the office of Sub-Registrar-II, Lucknow vide Book No.-1, Zild No.-5354 on Pages-85/114 Serial No.-9526, Dated 31.10.2005 and at the time of registration of agreement to sell the purchaser had made payment of stamp duty in advance amounting to Rs.5,01,32,200/- (Five Crore One Lac Thirty Two Thousand Two Hundred only) which amount is liable to be adjusted at the time of the present sale deed.

AND WHEREAS the purchaser has made the balance payment of sale consideration amount to the seller and has requested to execute the sale deed, hence the present sale deed is executed.

HENCE THIS SALE DEED WITNESSETH AS UNDER

1. That the seller has allotted a piece of land bearing TCG-3/3, bearing an area of 73018.74 sq. mtrs. (Seventy Three

Faridkot Township Pvt. Ltd.

प्रमारी अधिकारी सम्पत्ति
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That the purchaser has deposited the aforesaid full consideration amount with interest including 12% freehold charges and Rs 500/- towards misc. charges. And as such the total payment made by the purchaser to the seller comes to Rs. 52,77,83,161/- (Rupees Fifty Two Crore Seventy Seven Lacs Eighty Three Thousand One Hundred Sixty One Only) more fully described in schedule of payment attached as Annexure No. 1 with this deed.

2. That the purchaser has deposited the aforesaid full consideration amount with interest including 12% freehold charges and Rs 500/- towards misc. charges. And as such the total payment made by the purchaser to the seller comes to Rs. 52,77,83,161/- (Rupees Fifty Two Crore Seventy Seven Lacs Eighty Three Thousand One Hundred Sixty One Only) more fully described in schedule of payment attached as Annexure No. 1 with this deed.

3. That in consideration to the above the seller does hereby sell, transfer, convey and assign the said piece of land to the purchaser for commercial/official/group housing purposes forever free from all encumbrances subject to conditions as stipulated and covenant made by the purchaser in the present deed in forth coming paragraphs.

4. That the terms and conditions of the agreement to sell as earlier entered between both the parties in this regard pertaining to the present piece of land shall equally be applicable and binding upon the purchaser.

For L.D.A. Township Pvt. Ltd.

Authorized Signatory

प्रमारी अधिकारी सम्पत्ति
सम्पत्ति विकास प्राधिकरण

5. That the Purchaser has been allotted the plot on the principle of as it is where it is and only external development like approach road.

S.W. Drain, Trunk Sever and source of electricity shall be provided. The seller shall not be responsible for any water system or source and purchaser shall have to develop its own plot out of its own cost and expenses.

6. That the second party shall raise constructions according to plan duly approved in this regard from the competent authority L.D.A. Lucknow for commercial/official/group housing purposes within a period of 5 years from in accordance with the provisions as mentioned in the agreement deed dated 31.10.2005. If the purchaser fails raise constructions within aforesaid stipulated time then the levy charges @ 2% per annum of the current market price shall be chargeable by L.D.A.

7. That the purchaser shall pay all the taxes, charges and any other thing leviable after sale deed which may be lawfully levied and imposed by any Local Authority, State or Central Government or any other competent authority.

8. That if in future the seller may be directed to make payment towards compensation to the farmers on higher rate under the judgment and order passed by Court of law then the seller shall be entitled to make demand pertaining to increased amount of compensation payable to the farmers in proportionate manner and upon such demand in future the purchaser shall be liable to make payment of the aforesaid amount lawfully demanded by L.D.A. for making payment to farmers towards increased amount of compensation. And the purchaser covenant to abide by the same.

For L.D.A. Township Pvt. Ltd.

Authorised Signatory

प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

by all the rules, regulations passed by L.D.A./State Government from time to time and the same shall be binding and applicable upon the purchaser.

10. That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.
11. That in case of any dispute arising out of these presents pertaining to the property in question, then the matter shall be referred for Arbitration and the Vice Chairman L.D.A. shall appoint the Arbitrator and the matter shall be referred to him. The decision given by the arbitrator shall be final and binding upon both the parties.
12. That so far the land use of the allotted land is concerned in this regard it is clarified that the second party shall have to construct and use the same for commercial purposes on the ground floor while the first floor and so on may be used for the office/group housing purposes. And there shall be no change in the plan except with prior permission of the competent authority in this regard in writing.
13. That the ground coverage shall be permissible maximum 30% of the land area and the FAR shall be 2.0.
14. That the set backs shall be applicable in accordance with मवन निर्माण एवं उपविधि 2000
15. That the parking shall be provided by the second party as mentioned in clause 5 of the terms and conditions of the tender/auction which reads as follows:
"पार्किंग-प्रति 100 वर्गमीटर तल क्षेत्रफल समान कार स्थल 1.5"
16. That the purchaser shall also be bound to raise construction with a provision of anti earthquake system including the provision for rain water harvesting.

To See #

Fogal Township Pvt. Ltd.

Authorized Signatory


प्रभारी अधिकारी साधुसि
लखनऊ विकास प्राधिकरण

Central Government and other organizations as may be required after paying proper fees as may be applicable there at his own cost and expenses.

18. That in case at any time it may be found that the second party has obtained the allotment by fraud or misrepresentation, undue influence etc. then the allotment will be cancelled and if a sale deed is executed on the basis of such allotment obtained by fraud, undue influence etc. then the sale deed will also be cancelled and 50% of the sale price will be forfeited.
19. That the purchaser shall have no right to make transfer of land by making subdivision of the plot by metes and bounds allotted to him or to make land use other than the purposes it is meant for as described in para-8 above. It is hereby provided that in case of violation of the said term the Vice-Chairman, LDA shall have power to cancel the allotment or take any other action as may be deemed fit and proper.
20. That after raising full constructions and complete development of the property over the land in question the purchaser shall have to obtain the completion certificate from the competent authority as provided under the provisions of U.P. Urban Planning and Development Act, 1973.
21. That the possession of the land in question has already been delivered to the purchaser after execution of agreement to sell between both the parties and proprietary possession of the land in question is hereby delivered by the seller to the purchaser through this deed.
22. That the expenses for execution and registration of this deed shall be borne by the purchaser.

For U.P. Township Pvt. Ltd.


Authorized Signatory


प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

and covenant with the seller that in case of an omission or misinterpretation of any rule or directions or miscalculation, the premium/ consideration amount may be found as less charged by L.D.A., in all such circumstances the purchaser shall be bound to remove such deficiency and shall make the payment good as may be actually admissible according to law and demanded by the seller.

24. That the valuation for the purposes of payment of stamp duty the premium of the demised plot is Rs. 44,76,04,876/- (Rupees Fourty Four Crore Seventy Six Lac Four Thousand Eight Hundred Seventy Six Only) and a sum of Rs. 5,37,12,590/- (Rupees Five Crore Thirty Seven lac Twelve Thousand Five Hundred Ninety Only) has been paid by the purchaser towards 12% free hold charges including Misc. charges of Rs. 500/- (Rupees Five Hundred Only). Since due to delay in making payment interest was charged as such total payment made as aforesaid by the purchaser comes to Rs. 52,77,83,161/- (Rupees Fifty Two Crore Seventy Seven Lacs Eighty Three Thousand One Hundred Sixty One Only) upon which stamp duty worth Rs. 5,27,78,400/- (Rupees Five Crore Twenty Seven Lacs Seventy Eight Thousand Four Hundred Only) is payable. Since a sum of Rs. 5,01,32,200/- has already been paid by the purchaser in advance at the time of agreement to sell, hence after making adjustment of the advanced paid stamp duty worth Rs. 5,01,32,100/- a sum of Rs. 26,46,300/- (Rupees Twenty Six Lac Fourty Six Thousand Three Hundred Only) is further payable hence stamp duty worth Rs. 26,46,800/- (Rupees Twenty Six Lac Fourty Six Thousand Eight Hundred Only) has been paid by the purchaser at the time of present sale deed.

SCHEDULE OF PROPERTY

All that piece and parcel of commercial/official/group housing land bearing plot no. ICG-3/3, bearing an area of 73018.74 sq.

For U.P. Township P.T. Ltd.

Authorized Signatory

प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

... Lucknow, delineated and marked with red colour ... which forms part of this deed. The boundaries of the allotted land are as under :-

East : 60 meter wide road ;
West : TCG-2 & TCG-5
North : 30 meter wide road ;
South : 30 meter wide road ;

IN WITNESSES WHEREOF, Sri Ashok Pal Singh as Prabhari Adhikari Sampatti, Lucknow Development Authority, Lucknow for and on behalf of the seller/First Party and Sri S.S. Bindra as authorised signatory for and on behalf of the purchaser have appended their hands to these presents in presence of the witnesses at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar Scheme, Lucknow on the day, month and year mentioned below.

Lucknow

Dated :

Witnesses :-

1. Signature [Signature]
Name अशोकपाल सिंह
Father's Name श्री. श्री. श्री. [Signature]
Address [Signature]

प्रभारी अधिकारी/सम्पत्ति
लखनऊ विकास प्राधिकरण

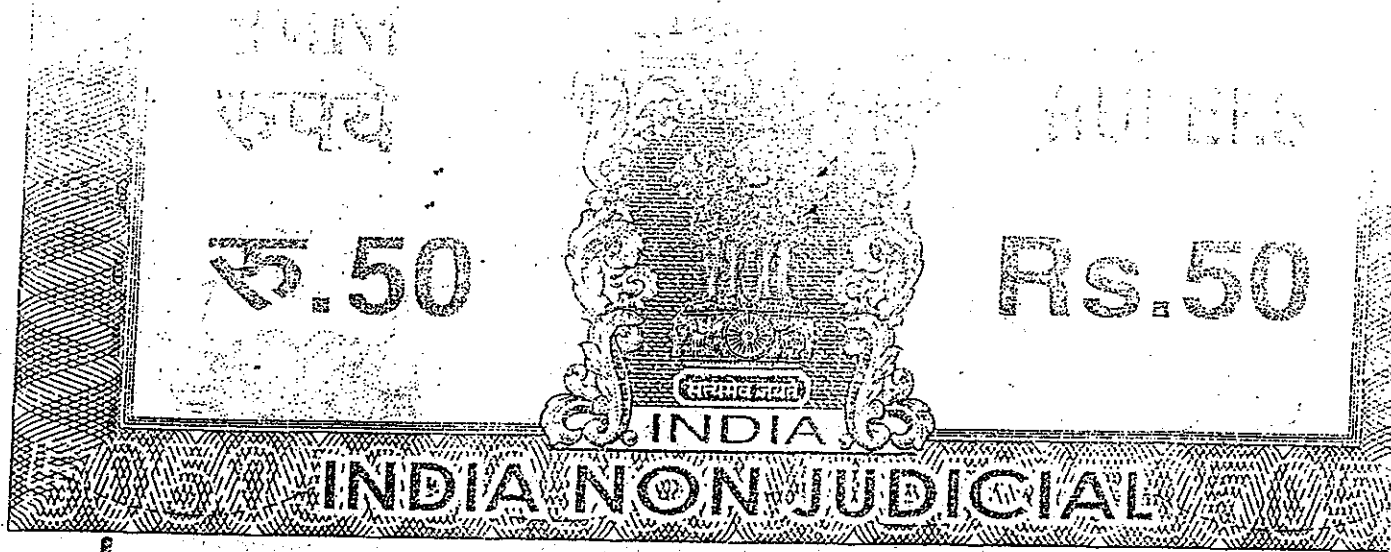
For U.P. Township Pwd. Ltd.

2. Signature [Signature]
Name S. P. Duxit
Father's Name Shri V. D. Duxit
Address Triveni Nagar III,
ETPRD, Lucknow

PURCHASER/
SECOND PARTY

Prepared By :-
[Signature]

Drafted by :-
[Signature]
(Anoop Kumar Asthana)
Advocate
Chief Retainer L.D.A.



उत्तर प्रदेश UTTAR PRADESH

A 9271

० १ ०

यह स्टाम्प पेपर गोमती नगर योजना स्थित

व्यवसायिक खण्ड संख्या A-टी. सी. जी. 3/3

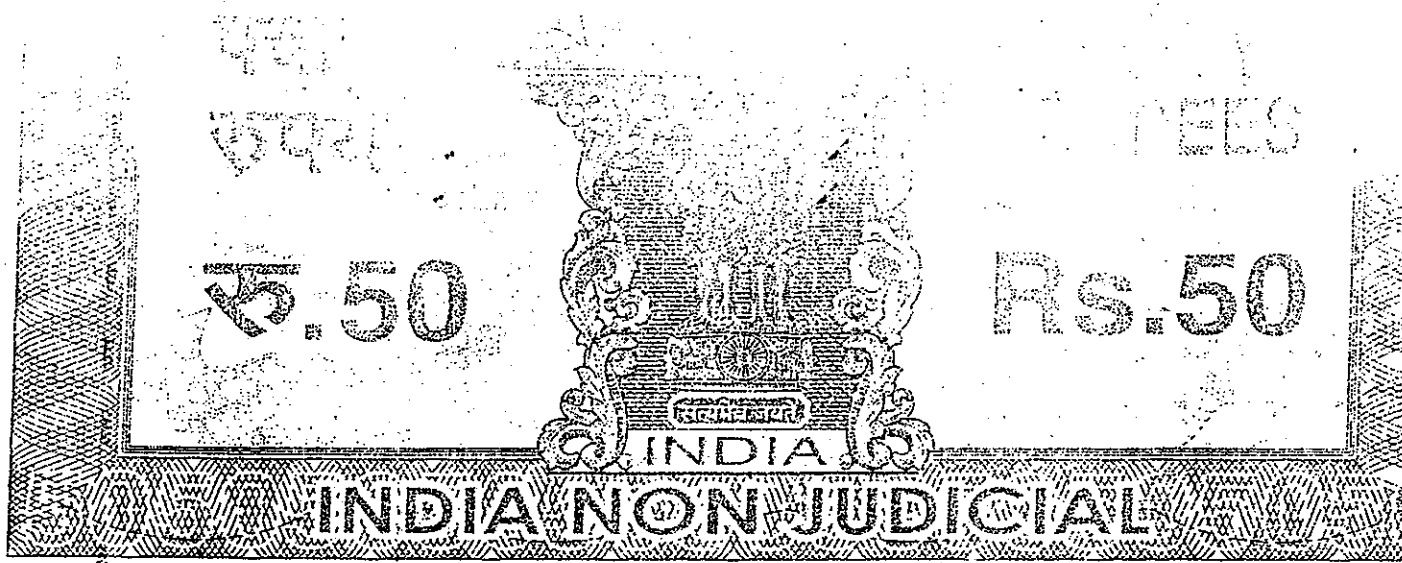
विभूति खण्ड से सम्बन्धित है।

क्रमशः—10.

For U.P. Township Pvd. Ltd.

Authorised Signatory

प्रमारी अधिकारी सम्पत्ति
सर्वजनिक विकास प्राधिकरण



उत्तर प्रदेश UTTAR PRADESH.

A. 9270

१ 10 १

यह स्टाम्प पेपर गोमती नगर योजना स्थित

व्यवसायिक भूखण्ड संख्या-टी.सी.जी. 3/3

विभूति खंड से सम्बन्धित है।

For U.P. Township Pvt. Ltd.

Authorized Signatory

प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

प्रस्तुतकर्ता/विक्रेता का नाम व पता :- श्री १०८ फाल्गुनी २०८०, कुमायूँ, धर्मपुरी
बायें हाथ के अंगुलिओं के चिह्न :- १०८ फाल्गुनी २०८०, कुमायूँ, धर्मपुरी

साहिने हाथ के अंगुलियों के चिन्ह

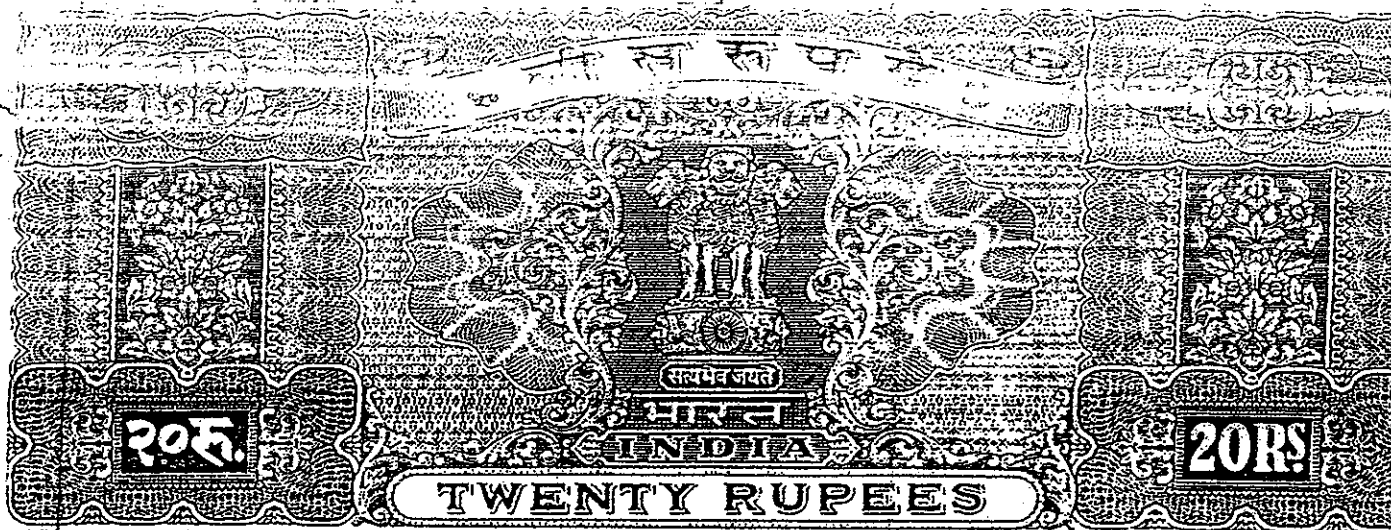
प्रकारी अधिकारी संपत्ति
प्रस्तुतकर्ता/विक्रेता/क्रय विक्री प्रस्ताव
विक्रेता/क्रय का नाम व पता :- सुरे-3 सिंह पिन्डा 1/76 विपुला
बाये हाथ से लगे हैं लगे हैं

सहिले हाथ के अंगुलियों के चिन्ह :-

The image displays five circular diagrams, each containing a different type of fingerprint. From left to right, they represent the thumb, index finger, middle finger, ring finger, and little finger. Each fingerprint shows a unique pattern of ridges and valleys.

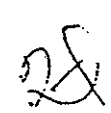
विक्रेता/क्रता क हस्ताक्षर

کے لئے

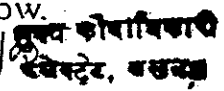


In pursuance of the order of the collector No. 3642
dated 26-10-2005 passed under section 10A of the stamp act it is
certified that an amount of Rs (5,01,32,200-00) in words
Rupees Five Crore One Lacs Thirty two thousand two hundred only.
_____ has been paid in cash as stamp
duty in respect of this instrument in the sub-treasury/State Bank of India,
Lucknow by Challan No. 75 dated 24-10-05 a
copy of which is annexed herewith.


Dated : 26-10-2005


Chief Treasury Officer

Lucknow.

26/10/05 

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(Authorized Signatory)



Ward : Chinhat
Valuation : Rs. 50,13,17,466/-
Stamp Duty : Rs. 5,01,32,200/-
Advance Paid : Rs. 18,79,94,060/-

AGREEMENT TO SELL

THIS AGREEMENT TO SELL entered BETWEEN LUCKNOW DEVELOPMENT AUTHORITY LUCKNOW a body corporate constituted under section 4 of the Uttar Pradesh Urban Planning and Development Act. 1973 through Prabhari Adhikari Sampatti Shri Ashok Pal Singh, office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar Scheme, Lucknow (hereinafter referred to as "**SELLER/FIRST PARTY/LDA**") (which expression unless repugnant to the context shall always mean and include the seller itself, its executors, administrators, legal representatives and assigns) on the **ONE PART.**

A N D

M/s U.P. Township Pvt. Limited, 39, Panch Sheel Park, New Delhi through authorised signatory Sri S.S. Bindra, son of Late S.S. Bindra, resident of 1/76, Vipul Khand, Gomti Nagar, Lucknow (herein after referred to as "**PURCHASER/SECOND PARTY**", which expression unless repugnant to the context shall always mean and include the purchaser himself his heirs, successors, legal representatives and assigns) on the **OTHER PART.**

WHEREAS the First Party/Seller for the planned development of Lucknow has acquired the land under Ujariyaon Housing Scheme

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(2)

under the provisions of Land Acquisition Act 1894, according to law and has developed the scheme as Gomti Nagar in the interest of public and as such the seller is sufficiently possessed the land and is entitled to make the allotment of the same to the prospective applicants under the terms and conditions mutually agreed between both the parties.

AND WHEREAS for the disposal of the land reserved for Commercial purposes the sealed tenders were invited by publication in the daily news paper in Dainik Jagran and Hindustan. After publication through the daily news paper tenders were received in the office and thereafter in open auction between contenders the bid offer of the second party was found to be highest and the committee recommended the said highest bid of the second party with certain terms and conditions and forwarded for approval which was approved by the Vice chairman on 11.07.2005 with certain terms and conditions and the information of acceptance of tender pertaining to plot No. T.C.G. - 3/3, Vibhuti Khand, Gomti Nagar Scheme, Lucknow was sent to the second party by the Secretary L.D.A. vide letter No. 203/Vyastha Adhikari/05 dated 12.08.2005 and through the said letter the second party was directed to make deposit of the rest amount upto 30% so that the allotment letter may be issued to the second party.

AND WHEREAS, the second party has deposited the 30% amount worth Rs. 13,42,81,462.90p (Rupees Thirteen Crore Forty Two Lac Eighty One Thousand Four Hundred Sixty Two and Paise Ninety Only) as advance payment and rest has been agreed to be deposited in 10 equal half yearly installments with interest @ Rs. 4,25,70,613/- (Rupees Four Crore Twenty Five Lac Seventy Thousand Six Hundred Thirteen Only) for installment to be paid on the due date on 12th day of March and 12th day of September

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(Authorized Signatory)

11/8
11/8
11/8

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of each year as half yearly installment commencing from 12.03.2006. The first installment is due on 12.03.2006 and likewise onward which is morefully detailed below. The second party has also made the payment of 12% free hold charges amounting to Rs. 5,37,12,590/- (Rupees Five Crore Thirty Seven Lac Twelve Thousand Five Hundred Ninety Only) and sewer charges Rs. 3,000/- with Misc. expenses Rs. 500/- also stands paid by the purchaser.

2 # **AND WHEREAS**, the second party has also agreed to abide by all the rules, regulations, conditions, bye-laws of Lucknow Development Authority as well as of the Government Orders issued from time to time including the terms as contained in the tender form and separately annexed thereto. The second party further covenant with the first party to abide by the terms and conditions as contained in the present deed and has requested to execute the agreement to sale.

HENCE THIS AGREEMENT TO SELL WITNESSETH AS
UNDER :-

1. That one commercial Plot No. T.C.G. - 3/3 situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow bearing estimated area of 73018.74 Square meters (Seventy Three Thousand Eighteen Point Seven Four Square meters), was allotted on lease to the second party on payment of premium amount of Rs. 44,76,04,876.20p (Rupees Forty Four Crore Seventy Six Lac Four Thousand Eight Hundred Seventy Six and Paisa Twenty Only) as well as the lease rent payable @ 1% of the premium amount per annum amounting to Rs. 44,76,048.76p (Rupees Forty Four Lac Seventy Six Thousand Fourty Eight and Paisa Seventy Six Only) per annum for commercial-cum-

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group Housing purposes on the said plot of land with certain terms and conditions as laid down in this deed, the commercial center as detailed in clause 8 to be constructed in accordance with the approved map plan duly sanctioned from the competent authority/L.D.A. Lucknow in this regard which plot of land has been delineated and marked with red color in the annexed plan with this deed.

2. That vide Government order dated 10.05.1995 the lease hold properties were directed to be converted into free hold as such upon realizing 12% charges of the premium amount towards free hold the seller has agreed to sell the aforesaid land as free hold instead of lease hold in consideration amounting to Rs. 50,13,17,466/- (Rupees Fifty Crore Thirteen Lac Seventeen Thousand Four Hundred Sixty Six Only).
3. That the purchaser has made part payment of 30% amount of the premium amount worth Rs. 13,42,81,462.90p (Rupees Thirteen Crore Fourty Two Lac Eighty One Thousand Four Hundred Sixty Two and Paise Ninety Only) and has also paid the free hold charges @ 12% amounting to Rs. 5,37,12,590/- (Rupees Five Crore Thirty Seven Lac Twelve Thousand Five Hundred Ninety Only). The purchaser has also paid the water, sewer charges Rs. 3,000/- and Misc. expenses Rs. 500/- as such the total payment made by the purchaser to the seller except the installment comes to Rs. 18,79,94,060/- (Rupees Eighteen Crore Seventy Nine Lac Ninety Four Thousand Sixty Only). And the purchaser has agreed to pay the rest amount in 10 half yearly installments @ Rs. 4,25,70,613/- (Rupees Four Crore Twenty Five Lac Seventy Thousand Six Hundred Thirteen Only) with interest @ 12% per annum if paid on due date and in case the second

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23-05-2000

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party fails to make payment of installment on due date then the penal interest shall be charged @ 15% quarterly rest. The installments with 12% interest shall be payable as follows :-

Installment No.	Installment Amount	Due Date
01.	4,25,70,613/-	12.03.2006
02.	4,25,70,613/-	12.09.2006
03.	4,25,70,613/-	12.03.2007
04.	4,25,70,613/-	12.09.2007
05.	4,25,70,613/-	12.03.2008
06.	4,25,70,613/-	12.09.2008
07.	4,25,70,613/-	12.03.2009
08.	4,25,70,613/-	12.09.2009
09.	4,25,70,613/-	12.03.2010
10.	4,25,70,613/-	12.09.2010

4. That it is further agreed that in case the purchaser fails to make deposit of the aforesaid half yearly installments for continuous three months then penal interest @ 15% quarterly rest shall be charged and if two half yearly installments may become due at a time then the allotment of land shall be cancelled and 10% of the initial amount shall be forfeited and the balance amount paid by the purchaser shall be refunded without interest. In the event of such forfeiture the second party shall have to remove the structure raised on the spot by him within a period of 30 days from the date of forfeiture. If the second party fails to remove the structure then the said structure, if any ; existing on the spot shall vest into the first party who shall be at liberty either to get the structure removed or to dispose off in the same condition after re-entering into the premises in question. If the first

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(6)

party may opt to dispose off the land with structure to anybody then the cost of structure as may be determined by the Vice Chairman L.D.A. shall be refunded to the second party after deducting the expenses incurred by L.D.A. in this regard.

5. That after the full payment of balance amount made by the second party to the first party and after accounting of the same along with interest and entire dues and charges which-so-ever may be found payable and leviable pertaining to the aforesaid plot of land and having paid by the second party the final sale deed shall be executed by the seller.
6. That in case the second party becomes defaulter in making payment of the rest amount for a continuous period as aforesaid then the first party shall be at liberty either to realize the rest amount with interest as aforesaid as arrears of land revenue by issue of the R.C. or to recover the entire dues including the rest amount whatsoever it may be found due with disposal of the part of the aforesaid plot of land upto any extent through which the amount of the first party may be recovered.
7. That the possession of the allotted land has been delivered to the second party and the second party shall be bound to raise construction upon the said plot of land within a period of five years in accordance with the sanctioned map duly approved from the competent authority. If the second party fails to complete the constructions within a period of five years from the date of possession then levy charges shall be payable after expiry of five years @ 2% per annum. The second party shall be bound to submit the map immediately

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प्रमुख अधिकारी लखनऊ
लखनऊ विकास प्राधिकरण

and thereby to get the map approved from the competent authority at earliest possible after completion of all the formalities in this regard. The maximum period allowed in this regard shall be one year.

8. That so far the land use of the allotted land is concerned in this regard it is clarified that the second party shall have to construct and use the same for commercial purposes on the ground floor while the first floor and so on may be used for the office/group housing purposes. And there shall be no change in the plan except with prior permission of the competent authority in this regard in writing.
9. That the ground coverage shall be permissible maximum 30% of the land area and the F.A.R. shall be 2.0.
10. That the set backs shall be applicable in accordance with भवन निर्माण एवं उपविधि 2000
11. That the parking shall be provided by the second party as mentioned in clause 5 of the terms and conditions of the tender/auction which reads as follows :-
“पार्किंग - प्रति 100 वर्गमीटर तल क्षेत्रफल समान कार स्थल 1.5”
12. That the purchaser shall also be bound to raise construction with a provision of anti earthquake system including the provision for rain water harvesting.
13. That the second party shall have to obtain the permission regarding construction from Nagar Nigam, state Government, Central Government and other organizations as may be

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required after paying proper fees as may be applicable there at his own cost and expenses.

14. That in case at any time it may be found that the second party has obtained the allotment by fraud or misrepresentation, undue influence etc. then the allotment will be cancelled and if a sale deed is executed on the basis of such allotment obtained by fraud, undue influence etc. then the sale deed will also be cancelled and 50% of the sale price will be forfeited.

15. That the purchaser shall have no right to make transfer of land by making subdivision of the plot by metes and bounds allotted to him or to make land use other than the purposes it is meant for as described in para 8 above. It is hereby provided that in case of violation of the said term the Vice Chairman L.D.A. shall have power to cancel the allotment or take any other action as may be deemed fit and proper.

Same as in Subrule 2

16. That the purchaser shall pay all the taxes, charges and any other thing which may be lawfully levied and imposed by any local authority State or Central Government or any other competent authority.
17. That the land has been allotted on the principle of as it is where it is and only external development like approach road,

(9)

Government from time to time and the same shall be binding and applicable upon the purchaser.

19. That if the purchaser fails to comply with terms and conditions of this agreement to sale then the vice chairman shall have power to take appropriate action against the purchaser which may be deemed fit and proper.
20. That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.
21. That in case of any dispute arising out of these presents pertaining to the property in question, then the matter shall be referred for Arbitration and the Vice Chairman shall be entitled to nominate and appoint the arbitrator for referring the disputes, if any ; the disputes resolved through such arbitrator shall be final and binding upon both the parties.
22. That the terms of allotment including the terms as contained in the tender notice and terms issued for submission of tender shall also be equally applicable and binding upon the purchaser along with other rules and regulations and government orders issued from time to time.
23. That the allotment committee of commercial plot/officials of L.D.A. shall have right to inspect the premises in question and inspecting officer shall have right to give necessary instruction to be followed by the purchaser in accordance with the sanctioned plans and the purchaser shall have to follow the said instructions.
24. That it is to clarify and the purchaser has undertaken and covenant with the seller that in case of any omission or mis-interpretation of any rule or directions or mis-calculation,

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उपरोक्त अधिकारी द्वारा
संलग्नक विकास प्राधिकरण

the premium/ consideration amount may be found as less charged, in all such circumstances the purchaser shall be bound to remove such deficiency and shall make the payment good as may be actually admissible according to law and thereby to remove the deficiency if, any; what so ever it may be.

25. That the second party shall have no right to mortgage, transfer or assign the property in question at any time before getting the sale deed in his favour without previous sanction and written permission of the Vice Chairman or any other officer duly authorised by him. However the second party may mortgage the demised premises in favour of the State/ Central Government/ Financial Institution/ commercial banks for raising loans for development and re-payment of L.D.A. dues. The first party shall have first charge upon the demised premises for the amount of unpaid consideration, interest and any other dues thereon.

26. That the purchaser can book and allot the saleable units of the commercial cum group housing project to the prospective buyers. However conveyance/sale deeds shall be executed only after payment of the entire dues of L.D.A. pertaining to the said plot.

27. That the respective allottee of the purchaser shall have a right to mortgage their respective allotted units subject to covenant of this agreement by making payment of land cost to L.D.A. through purchaser in proportion to the land covered under the said allotted units. It is further provided that the L.D.A. shall always have first lien and charge over the demised property till the entire dues, sale consideration including interest, if any ; and other charges are fully and finally paid to L.D.A.. The terms and conditions of this agreement shall

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सहकारी विकास प्राधिकरण

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be equally applicable through purchaser upon the allottee of the purchaser at the sale deed of the prospective allottees on purchaser shall not be executed till the sale deed is finally executed by L.D.A. in favour of the second party.

28. That the expenses towards payment of stamp duty and other Misc. expenses and incidental charges pertaining to execution and registration of the document of agreement to sell as well as sale deed shall be borne by the second party.
29. That the purchaser has paid the sewer charges Rs. 3,000/- Misc. expenses Rs. 500/- but the valuation for the purposes of payment of stamp duty upon this document the premium amount is Rs. 44,76,04,876.20p (Rupees Forty Four Crore Seventy Six Lac Four Thousand Eight Hundred Seventy Six and Paise Twenty Only) and 12% free hold charges is Rs. 5,37,12,590/- (Rupees Five Crore Thirty Seven Lac Twelve Thousand Five Hundred Ninety Only) total comes to Rs. 50,13,17,466/- (Rupees Fifty Crore Thirteen Lac Seventeen Thousand Four Hundred Sixty Six Only) upon which the stamp duty worth Rs. 5,01,31,800/- is payable. A sum of Rs. 100/- towards agreement to sell has been additionally paid as such the total payment of stamp duty worth Rs. 5,01,32,200/- has been paid by the second party at the time of agreement through this deed which stamp duty shall be adjusted at the time of sale deed.

SCHEDULE OF PROPERTY

All that piece and parcel of commercial/official/group housing Plot No. T.C.G. -3/3 bearing an area of 73018.74 Square meters (Seventy Three Thousand Eighteen Point Seven Four Square meters), situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow

OP TOWNSHIP PVT. LTD.
(Authorised Signatory)

सुखनर निवास फ्लैट-11

(12)

delineated and marked with red colour in the annexed site plan which is bounded as below :-

East : 60 meter wide road ;
West : T.C.G. - 2 and T.C.G. - 5 ;
North : 30 meter wide road and part boundary ;
South : 30 meter wide road ;

IN WITNESSES WHEREOF I, Ashok Pal Singh Singh as Prabhari Adhikari Sampatti, Lucknow Development Authority, Lucknow for and on behalf of the seller and Sri S.S. Bindra as authorised signatory for and on behalf of the second party/purchaser have appended our hands to these presents in presence of the witnesses at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar Scheme, Lucknow on the day, month and year mentioned below.

Lucknow

Dated :

Witnesses :-

1. Signature

Name : Atal Behari Tewari

FName :

Pradhan Lipik, L.D.A., Lucknow

SELLER/FIRST PARTY

TOWNSHIP PVT. LTD.

Authorised Signatory

PURCHASER/SECOND PARTY

2. Signature

Name : Sandeep Shukla

Father's Name Late G.N. Shukla

Address : 160, Subhash Marg,
Pandeyganj, Lucknow.

Typed By :

(Rahul Srivastava)
Near Civil Court,
Lucknow

Drafted by :-

(Anoop Kumar Asthana)

Advocate

Chief Retainer/Standing Counsel L.D.A.

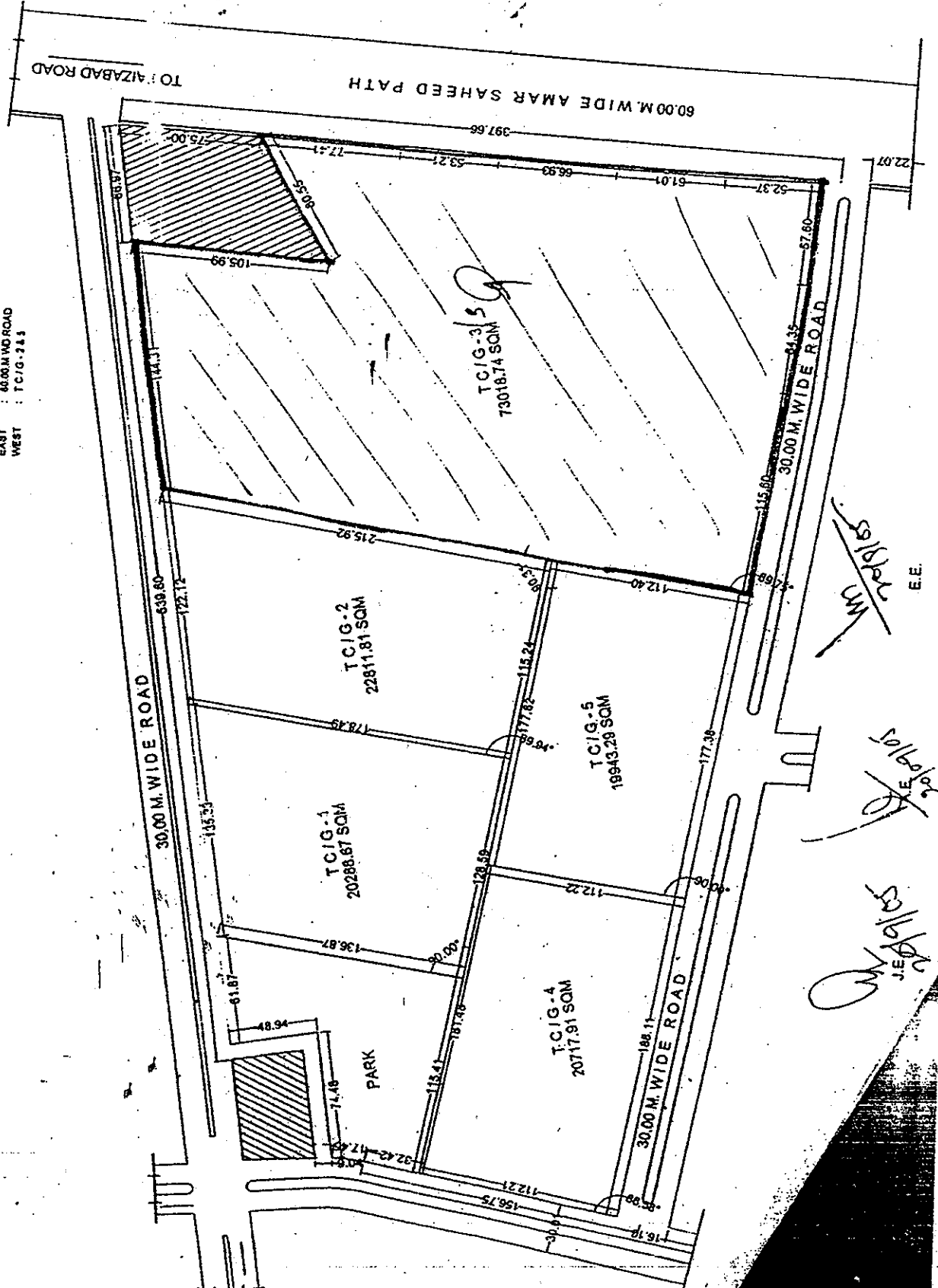
LUCKNOW

PART LAYOUT PLAN OF PLOT NO. 73C18.74 SQM
CENTRE AT VIBHU

PLOT NO. TC/G-3
AREA OF PLOT: 73C18.74 SQM

BOUNDRIES

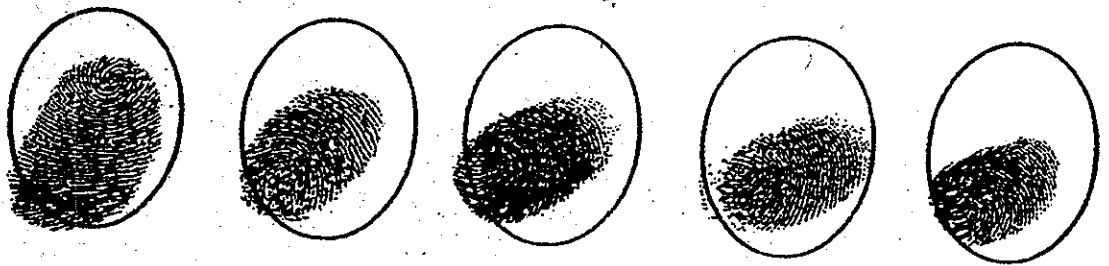
NORTH : 30.00 M ROAD & PART BOUNDARY
SOUTH : 30.00 M ROAD
EAST : 40.00 M WIDE ROAD
WEST : TC/G-2 & 3



रजिस्ट्रेशन अधिनियम 1908 की धारा 32ए, के अनुपालन हेतु फिंगर्स प्रिन्ट्स

प्रस्तुतकर्ता/विक्रेता का नाम व पता : श्री अशोक गाल-गिंड बहैसियत प्रभाग अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण, लखनऊ

बाये हाथ के अंगुलियों के चिन्ह :



दाहिने हाथ के अंगुलियों के चिन्ह :

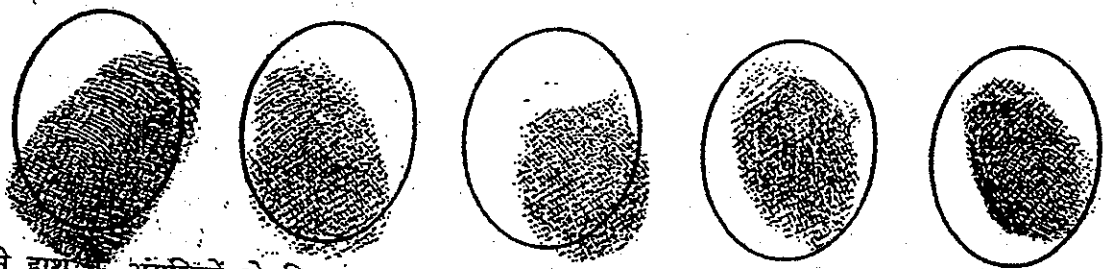


विक्रेता का नाम व पता :

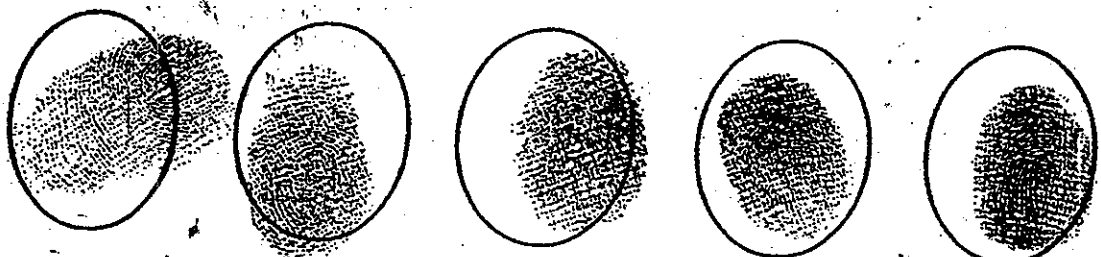
श्री एस0 एस0 बिन्दा बहैसियत अधिकृत हस्ताक्षरकर्ता मेसर्स यू0पी0
टाउनशिप (प्रा) लि0, 39, पंचशील पार्क, नई दिल्ली

प्रस्तुतकर्ता/विक्रेता के हस्ताक्षर

बाये हाथ के अंगुलियों के चिन्ह :



दाहिने हाथ के अंगुलियों के चिन्ह :



UP TOWNSHIP PVT. LTD.

प्रस्तुतकर्ता (Authorised Signatory)

गोमती नगर योजना में 5 एकड़ तथा उससे अधिक क्षेत्रफल के व्यवसायिक भूखण्डों के टेण्डर/नीलामी की शर्तें

1 उपलब्ध सम्पत्तियाँ -

क्र०सं०	भूखण्ड सं०	खण्ड	क्षेत्रफल (अनुमानित)		आरक्षित दर (रु० प्रति वर्गमी०)
			(एकड़ में)	(वर्गमी० में)	
1	टीसी/जी-1/1	विभूति खण्ड	5.00	20511	6000
2	टीसी/जी-2/2	विभूति खण्ड	5.2	21201	6000
3	टीसी/जी-3/3	विभूति खण्ड	19.0	76976	6000
4	टीसी/जी-4/4	विभूति खण्ड	5.08	20587	6000
5	टीसी/जी-5/5	विभूति खण्ड	5.05	20468	6000
6	टीसी/जी-6/6	विभूति खण्ड	5.1	21042	6000
7	टीसी/जी-7/7	विभूति खण्ड	5.0	20400	6000
8	टीसी/जी-8/8	विभूति खण्ड	5.07	20540	6000
9	टीसी/जी-9/9	विभूति खण्ड	5.07	20540	6000

- 2 अनुमन्य भूपयोग : उपरोक्त भूखण्डों पर भू-तल पर अनिवार्य रूप से व्यवसायिक तथा अनुवर्ती तलों पर कार्यालय/समूह आवास का निर्माण अनुमन्य होगा।
- 3 एफ०ए०आर० एवं ग्राउण्ड कवरेज : भू-आच्छादन अधिकतम 30 प्रतिशत तथा एफ०ए०आर० 2.0 रहेगा।
- 4 सेट बैक्स : भवन निर्माण एवं विकास उपविधि 2000 के अनुसार।
- 5 पार्किंग : प्रति 100 वर्गमी० तल क्षेत्रफल समान कार स्थल 1.5
- 6 अर्हता (प्री क्वालिफिकेशन) : उक्त भूखण्डों में निम्न क्षेत्रफल के अनुसार हैसियत एवं टर्न ओवर के प्रमाण पत्र प्रस्तुत करने होंगे :

क्षेत्रफल	सालवेन्सी	वार्षिक टर्नओवर गत तीन वर्षों में प्रत्येक वर्ष का	अर्नेस्ट मनी
5 से 9.999 एकड़	5 करोड़	10 करोड़	50 लाख
10 से 20 एकड़	7 करोड़	20 करोड़	1 करोड़

- अ सालवेन्सी नेशनलाइज बैंक द्वारा दी गई ही मान्य होगी, जो 6 माह से अधिक पुरानी न हो।
- ब वार्षिक टर्नओवर हेतु गत तीन वर्षों की बैलेन्स शीट जो चार्टर्ड एकाउन्टेन्ट द्वारा आडिट की गई हो विचारणीय होगी।
- 7 कार्यानुभव : उक्त भूखण्डों हेतु इच्छुक टेण्डरदाताओं को कम से कम 2 ऐसे प्रोजेक्ट ग्रुप हाउसिंग/व्यवसायिक केन्द्र जिनके भूखण्ड का क्षेत्रफल कम से कम 2000 वर्गमी० हो तथा जिसमें लोग निवास कर रहे हो व निर्धारित मानकों को पूरा करते हो का विवरण शपथ-पत्र के साथ प्रस्तुत करना होगा, जिनका निर्माण उसके द्वारा गत 5 वर्षों में पूर्ण कराया गया हो। ऐसी एक से अधिक कंपनियों/फर्म विधि सम्मत कन्सोर्टियम बनाकर भी टेण्डर/नीलामी में भाग ले सकती है।

8 भुगतान पद्धति-

- अ इच्छुक व्यक्ति को 5 से 9.999 एकड़ तक के भूखण्ड के प्रति 50 लाख तथा 10 से 20 एकड़ तक के भूखण्डों हेतु 1 करोड़ की अर्नेस्ट मनी का बैंक ड्राफ्ट/पे-आडर जो सचिव, लखनऊ विकास प्राधिकरण के नाम से देय हो तथा लखनऊ में पेयबुल हो, मूल रूप से संलग्न कर नोडल अधिकारी के कार्यालय में रखे टेण्डर बाक्स में टेण्डर प्रपत्र में आवश्यक विवरण भरकर डालना होगा। उच्चतम बोली की दर से आगणित मूल्य की 10 प्रतिशत धनराशि 7 दिन के अन्दर जमा करनी होगी इसमें अर्नेस्ट मनी की धनराशि समायोजित की जा सकेगी। सात दिन में 10 प्रतिशत

धनराशि जमा न करने पर आवंटन प्रस्ताव निरस्त करके अर्नेस्ट मनी जब्त कर ली जायेगी।

ब कुल आगणित मूल्य की 20 प्रतिशत धनराशि स्वीकृति की सूचना की 1 माह के अन्दर सचिव, लखनऊ विकास प्राधिकरण के नाम से देय बैंक ड्राफ्ट द्वारा जमा करनी होगी। निर्धारित समय में 20 प्रतिशत धनराशि न जमा होने पर आवंटन निरस्त किया जा सकेगा तथा पूर्व से जमा 10 प्रतिशत धनराशि जब्त कर ली जायेगी।

स शेष 70 प्रतिशत धनराशि 12 प्रतिशत ब्याज के साथ रजिस्टर्ड अनुबन्ध कराकर 10 छमाही किस्तों में जमा करनी होगी। अनुबन्ध/रजिस्ट्री के समय फ्री होल्ड चार्ज 12 प्रतिशत व भूखण्ड की पूरी कीमत पर देय स्टैम्प ड्यूटी एवं रजिस्ट्रेशन चार्ज इत्यादि के सम्पूर्ण व्यय आवंटी को वहन करने होंगे। अनुबन्ध के पश्चात् आवंटी को भूखण्ड का कब्जा दे दिया जायेगा तथा नियमानुसार भवन चित्र भी स्वीकृत कर दिया जायेगा।

द किस्तों में विलम्ब होने पर दण्ड ब्याज की दर 15 प्रतिशत वार्षिक होगी तथा तीन माह से अधिक बकाया होने पर अथवा दो किस्तें एक साथ बकाया होने पर आवंटन निरस्त किया जा सकता है तथा 10 प्रतिशत धनराशि जब्त कर ली जायेगी।

य किसी भी दशा में प्राधिकरण की ओर से रिफण्ड की जा रही धनराशि पर किसी प्रकार का ब्याज देय न होगा।

9 टेण्डर प्रक्रिया :

1 भूखण्ड का निस्तारण टेण्डर एवं तदोपरान्त नीलामी द्वारा किया जायेगा, टेण्डर हेतु रखे बाक्स में इच्छुक टेण्डरदाता एक बड़े लिफाफे के ऊपर कम्पनी/फर्म का नाम अंकित करके इसके अन्दर एक सीलड लिफाफा टेक्निकल बिड का जिसके साथ अर्नेस्ट मनी का बैंक ड्राफ्ट संलग्न होगा एवं प्री क्वालिफिकेशन व कार्यानुभव सम्बन्धी अभिलेख रखे जायेंगे तथा लिफाफे पर स्पष्ट रूप से टेक्निकल बिड अंकित रहेगा तथा दूसरा लिफाफा फाइनैशियल बिड का होगा, जिसमें प्रस्तावित दर अंकित की जायेगी तथा लिफाफे के ऊपर स्पष्ट रूप से फाइनैशियल बिड अंकित किया जायेगा। दोनों लिफाफे बन्द करके बड़े लिफाफे में रखते हुए टेण्डर बाक्स में निर्धारित तिथि को पूर्वान्ह 11 बजे से अपरान्ह 3 बजे तक डाले जायेंगे।

2 उसी दिन 3.30 बजे नीलामी समिति द्वारा टेण्डरदाताओं के समक्ष बड़ा लिफाफा खोलकर मात्र टेक्निकल बिड का लिफाफा खोला जायेगा जिसमें रखे गये प्री क्वालिफिकेशन एवं कार्यानुभव से सम्बन्धित अभिलेखों का परीक्षण नीलामी समिति द्वारा किया जायेगा एवं परीक्षण करने के बाद अर्ह अथवा अन्अर्ह घोषित करते हुए पंजिका में दर्ज किया जायेगा।

3 परीक्षणोपरान्त अर्ह फाइनैशियल बिड्स के सीलड लिफाफे टेण्डरदाताओं के समक्ष टेण्डर बाक्स में सील कर दिये जायेंगे। अगले दिन पूर्वान्ह 11.00 बजे से टेक्निकल बिड के परीक्षण में अर्ह पाये गये टेण्डरदाताओं के समक्ष फाइनैशियल बिड के लिफाफे खोले जायेंगे तथा प्रत्येक सम्पत्ति के लिए प्राप्त उच्चतम दर को आरक्षित मूल्य मानते हुए नीलामी की कार्यवाही प्रारम्भ की जायेगी। नीलामी में केवल अर्ह आवेदकों को ही बोली बोलने का अधिकार होगा।

4 केवल कार्यालय द्वारा विक्रीत मूल टेण्डर फार्म पर ही भूखण्डों के प्रति टेण्डर डाले जा सकेंगे। टेण्डर नीलामी में सम्मिलित होने वाला व्यक्ति 18 वर्ष से अधिक आयु का जो संविदा करने योग्य भारतीय नागरिक हो, भाग ले सकता है। फर्म, कम्पनी, संस्था, सहकारी समिति को टेण्डर के साथ अपने मेमोरेडम अथवा आर्टिकल आफ एसोसिएशन की प्रमाणित प्रतिलिपि संलग्न करना होगा तथा आवश्यकतानुसार अपना रजिस्ट्रेशन नम्बर भी देना होगा। किसी भी स्तर पर अभिलेख कूट रचित पाये जाने पर किया गया आवंटन/रजिस्ट्री निरस्त कर दी जायेगी तथा अर्नेस्ट

- मनी जब्त कर ली जायेगी। टेण्डर अथवा नीलामी में इच्छुक व्यक्ति एक से अधिक परिसम्पत्तियों की नीलामी में भाग ले सकता है परन्तु प्रत्येक सम्पत्ति के लिए पृथक-पृथक अर्नेस्ट मनी जमा करनी होगी।
- 5 टेण्डर फार्म में सम्पूर्ण विवरण सही-सही भरना होगा। अपूर्ण एवं सशर्त टेण्डर स्वीकार नहीं होंगे। टेण्डर अथवा अन्य अभिलेखों में अंकित सूचना असत्य पाये जाने पर आवंटन निरस्त कर दिया जायेगा एवं अर्नेस्ट मनी जब्त कर ली जायेगी।
 - 6 यदि टेण्डरदाता/बोलीदाला स्थल पर व्यवधान उत्पन्न करता है अथवा अन्य शर्तों का पालन नहीं करता है तो उसको नीलामी से वंचित करने का अधिकार नीलामी समिति को होगा।
 - 7 नीलामी अथवा टेण्डर में दी गई उच्चतम दर के आधार पर सम्पत्ति का आवंटन पूर्ण नहीं माना जायेगा। आवंटन केवल उसी समय पूर्ण माना जायेगा जब सक्षम स्तर अर्थात् उपाध्यक्ष विकास प्राधिकरण से स्वीकृत होने के बाद प्राधिकरण की ओर से आवंटन पत्र जारी कर दिया जाये।
 - 8 नीलामी के पश्चात् रजिस्ट्री के पूर्व भूखण्ड का वास्तविक लीज प्लान प्राप्त होने पर क्षेत्रफल में अन्तर होने पर यदि क्षेत्रफल बढ़ता है तो नीलामी की दर से ही धनराशि देय होगी तथा यदि क्षेत्रफल घटता है तो आवंटि द्वारा जमा अतिरिक्त धनराशि अन्य देयों/किस्तों में समायोजित की जा सकेगी।
 - 9 क्रेता को नगर निगम, राज्य सरकार, केन्द्र सरकार व अन्य उपक्रमों द्वारा आरोपित कर स्वयं वहन करने होंगे केवल प्राधिकरण से दी जाये वाली अनुमति/अनापत्ति/अनुज्ञा आवंटि के व्यय पर प्रदान कर दी जायेगी।
 - 10 नीलाम की गई सम्पत्तियों को कोई विवाद होने पर उपाध्यक्ष विकास प्राधिकरण द्वारा का निर्णय अन्तिम व मान्य होगा। विवाद अनन्तिम होने पर आर्विट्रेशन एक्ट के प्राविधान लागू होंगे तथा उपाध्यक्ष विकास प्राधिकरण अथवा उनके द्वारा नामित व्यक्ति आर्विट्रेंटर होगा। आर्विट्रेंटर यदि कोई धनराशि किसी पक्ष को अवार्ड करता है तो उस पर किसी प्रकार का ब्याज देय होगा। आवंटि को मानसिक क्षति के आधार पर कोई धनराशि अवार्ड नहीं की जायेगी। आर्विट्रेशन की कार्यवाही के दौरान आवंटि अपना खर्च स्वयं वहन करेगा। आर्विट्रेशन की कार्यवाही केवल लखनऊ में सम्पादित होगी।
 - 11 किसी प्रकार का विवाद होने पर न्यायिक क्षेत्राधिकार लखनऊ होगा।
 - 12 नीलामी प्रारम्भ होने से पूर्व नीलामी की शर्तों को प्राधिकरण के हित में संशोधित करने या अन्य कोई उपबन्ध प्राविधानित करने का अधिकार उपाध्यक्ष विकास प्राधिकरण में निहित होगा, जिसकी सूचना नीलामी में भाग लेने वालों को दे दी जायेगी। किसी भी स्तर पर नीलामी की प्रक्रिया निरस्त करने। टेण्डर अथवा नीलामी बोली अस्वीकृत करने का अधिकार उपाध्यक्ष विकास प्राधिकरण के पास सुरक्षित होगा।
 - 13 सम्पूर्ण भुगतान होने पर आवंटि के पक्ष में रजिस्ट्रेशन विलेख आवंटि के व्यय पर रजिस्टर्ड कराये जायेंगे जिसकी शर्त आवंटि पर पूर्ण रूप से लागू होगी।
 - 14 आवंटित भूखण्ड पर निर्माण कार्य प्राधिकरण के सक्षम अधिकारी से स्वीकृत कराये गये नक्शे के अनुसार ही पूर्ण कराने होंगे स्वीकृत भवन चित्र एवं स्थल के निर्माण में कोई वैमिश्य होने पर भवन चित्र के विरुद्ध किया गया निर्माण ध्वस्त किया जा सकेगा इस सम्बन्ध में आर0बी0ओ0 के प्राविधान आवंटि पर लागू होंगे।

(बी0बी0 सिंह)
उपाध्यक्ष



लखनऊ विकास प्राधिकरण प्राधिकरण भवन, गोनलीनगर, लखनऊ

संशोधित नीलामी/टेण्डर की सूचना

गोनली नगर योजना में 5 एकड़ से बड़े क्षेत्रफल के व्यवसायिक भूखण्डों की नीलामी हेतु विज्ञापन दिनांक 29.05.05 को प्रकाशित किया गया था जिसे स्वयंसेवक कर दिया गया था। इन भूखण्डों हेतु टेण्डर दिनांक 21.6.05 को एवं नीलामी दिनांक 22.6.05 को की जायेगी इन भूखण्डों के भूतल पर अनिवार्य रूप से व्यवसायिक एवं अनुवर्ती तलों पर कार्यालय एवं समूह आवास का निर्माण अनुमत्य होगा।

के टेण्डर/नीलामी की सूचना

1. भूखण्डों हेतु टेण्डर दिनांक 21.6.05 एवं नीलामी दिनांक 22.06.05 को की जायेगी। टेण्डर हेतु रखे जावत में इच्छुक टेण्डरदाता एक बड़े लिफाफे के ऊपर कम्पनी/फर्म का नाम अंकित करके इसके अन्दर एक लिफाफा टेक्निकल बिड का जिसके साथ अर्जेंट मनी का बैंक ड्राफ्ट एवं प्री क्वालिफिकेशन व कार्यानुभव सम्बन्धी अभिलेख रखे जायेगी तथा लिफाफे पर स्पष्ट रूप से टेक्निकल बिड अंकित किया जायेगा तथा दूसरा लिफाफा फाइनेन्शियल बिड का होगा जिसमें प्रस्तावित दर अंकित की जायेगी तथा लिफाफे के ऊपर स्पष्ट रूप से फाइनेन्शियल बिड अंकित किया जायेगा। दोनों लिफाफे बन्द करके बड़े लिफाफे में रखते हुए टेण्डर बाक्स में निर्धारित तिथि को पूर्वाह्न 11.00 बजे से अपराह्न 3 बजे तक जमा जायेगा।

2. नीलामी समिति द्वारा चूरी दिन 3.30 बजे से टेण्डरदाताओं के समक्ष बड़े लिफाफे में से मान्य टेक्निकल बिड का लिफाफा खोला जायेगा जिसमें रखे गये प्री क्वालिफिकेशन एवं कार्यानुभव से सम्बन्धित अभिलेखों का परीक्षण नीलामी समिति द्वारा किया जायेगा एवं परीक्षण करने के बाद अर्ज अथवा अनर्ज घोषित करते हुए पंजीका में दर्ज किया जायेगा।

3. परीक्षणोपरान्त अर्ज फाइनेन्शियल बिड्स के संबंध लिफाफे टेण्डरदाताओं के समक्ष टेण्डर बाक्स में खोल कर दिये जायेगे। अगले दिनु पूर्वाह्न 11.00 बजे से परीक्षण में अर्ज पाये गये टेण्डरदाताओं के समक्ष फाइनेन्शियल बिड के लिफाफे खोले जायेगे तथा प्रत्येक समिति के लिए प्राप्त उच्चतम दर को अंतिमत मूल्य मानते हुए नीलामी की कार्यवाही प्रारम्भ की जायेगी। नीलामी में केवल अर्ज आवेदकों का ही भागी रहने का अधिकार होगा।

क्र.सं.	भूखण्ड सं.	खण्ड	क्षेत्रफल		आवृत्ति दर (रु. प्रति एकड़)	अर्जेंट मनी
			(एकड़ में)	(वर्गमीटर)		
1.	टीसी/जी-1/1	विभूति खण्ड	5.00	20511	6000	4 से 10 लाख
2.	टीसी/जी-2/2	विभूति खण्ड	5.1	21201	6000	एकड़ तक के भूखण्डों के लिए
3.	टीसी/जी-3/3	विभूति खण्ड	18.0	72976	6000	मध्यम आकार के भूखण्डों के लिए
4.	टीसी/जी-4/4	विभूति खण्ड	5.08	20287	6000	30 लाख तक के भूखण्डों के लिए
5.	टीसी/जी-5/5	विभूति खण्ड	5.05	20468	6000	10 से 20 लाख के भूखण्डों के लिए
6.	टीसी/जी-6/6	विभूति खण्ड	5.1	21042	6000	एकड़ के भूखण्डों के लिए
7.	टीसी/जी-7/7	विभूति खण्ड	5.0	20400	6000	एकड़ के भूखण्डों के लिए
8.	टीसी/जी-8/8	विभूति खण्ड	5.07	20540	6000	एकड़ के भूखण्डों के लिए
9.	टीसी/जी-9/9	विभूति खण्ड	5.07	20540	6000	एकड़ के भूखण्डों के लिए

अन्य विवरण :-

- भूमि जहाँ है जैसी है के आधार पर आवंटित की जायेगी।
- यह जानकारी लखनऊ विकास प्राधिकरण के वेबसाइट तथा अपर अधिपत अखतार एवं निजी अधिकारी के कार्यालय के सूचना पट्ट पर देखी जा सकती है।
- अर्जता (प्री क्वालिफिकेशन) - चकत भूखण्डों में निम्न क्षेत्रफल के अनुसार वितरित एवं टेण्डरदाता के प्रमाण पत्र प्रस्तुत करने होंगे।

क्षेत्रफल	सालान्सी	वार्षिक टेन्डर गत तीन वर्षों में प्रत्येक वर्ष का	अर्जेंट मनी
5 से 9.999 एकड़	5 करोड़	10 करोड़	10 लाख
10 से 20 एकड़	7 करोड़	20 करोड़	20 लाख

- अ. सालान्सी नेशनलाइज बैंक द्वारा ही गयी हो साथ ही साथ ही 6 माह से अधिक पुरानी हो।
- ब. वार्षिक टेन्डर गत तीन वर्षों की बेलेंस शीट जो सॉर्टेड एकाउन्टेंट द्वारा ऑडिट हो गयी हो। विचारणीय होगी।
- कार्यानुभव - चकत भूखण्डों हेतु इच्छुक टेण्डरदाताओं को कम से कम दो ऐसे प्राजपत हुए हाउसिंग/व्यवसायिक क्षेत्र जिनके भूखण्ड का क्षेत्रफल कम से कम 2000 वर्गमीटर हो तथा जिनमें लोग निवास कर रहे हों, व निर्धारित मानकों को पूरा करते हो का विवरण अपने भूखण्ड के साथ प्रस्तुत करना होगा, जिनका निर्माण चकत द्वारा गत 5 वर्षों में पूर्ण कराय गया हो। पूर्ण निर्माण के लिए कम्प्लियांस/फर्म बिडि समस्त केनोटेयम बलाकार भी टेण्डर/निर्माण के साथ प्रस्तुत करना होगा। किसी विवाद की दशा में न्यायिक क्षेत्र लखनऊ होगा।
- टेण्डर नीलामी के विस्तृत नियम व शर्तें जनसम्पर्क अधिकारी/सहसचिव अधिकारी कार्यालय के कार्यालय में देखी जा सकती है एवं रु. 300.00 का मुद्रातान करके टेण्डर फार्म भर कर दिये जा सकते हैं। जिन व्यक्तियों ने पूर्व में टेण्डर फार्म व नीलामी की शर्तें क्रय कर लिया हो उन्हें निशुल्क नया टेण्डर फार्म व शर्तें बंदली जा सकती हैं।

जेम्बीजसिंह
संयुक्त सचिव

कुंभरवा गुप्ता
सचिव

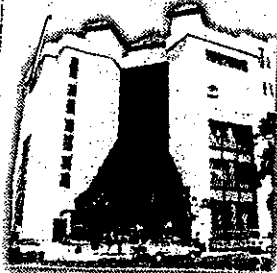
बीजीजसिंह
सहायक

दिनांक 24/6/2005

लखनऊ विकास प्राधिकरण की अमृतपूर्व गोमतीनगर योजना के विभूति खण्ड में व्यावसायिक सम्पत्ति प्राप्त करने का सुनहरा अवसर

(व्यवसायिक + कार्यालय + ग्रुप हाउसिंग)

व्यवसायिक भूखण्ड जिनका चिह्नन निम्नवत है तथा जिन पर भूतल पर अनिवार्य रूप से व्यवसायिक एवं अनुवर्ती तलों पर कार्यालय एवं समूह आवास का निर्माण अनुमान्य होगा, के टेण्डर/नीलामी की सूचना



गोमती नगर योजना के विभूति खण्ड के व्यवसायिक भूखण्डों की नीलामी हेतु सील बन्द टेण्डर 13.08.05 को पूर्वाह्न 11.00 बजे अपराह्न 2.00 बजे तक नवीन भवन गोमती नगर में अमात्रित किये जाते हैं जो दिनांक 14.08.05 को टेण्डरदाताओं के समक्ष खोलकर उनके मध्य खुली नीलामी की जायेगी। इच्छुक आवेदक टेण्डर फार्म क्रय करके अर्नेस्ट मनी का बैंक ड्राफ्ट/बैंकर्स चेक जो सचिव, ल0वि0प्र0 के नाम से देय हो, तथा लखनऊ में पेयबुल हो, संलग्न करके टेण्डर में अपने द्वारा प्रस्तावित दर अंकित करके हुए सील टेण्डर उक्त तिथि को संयुक्त सचिव - 'जे' के कक्ष में रखे टेण्डर बाक्स में डाले जा सकेंगे। सील टेण्डर/ओपन बिड में प्राप्त उच्चतम दर ही विचारणीय होगी।

क्र० सं.	भूखण्ड संख्या	खण्ड	क्षेत्रफल (अनुमानित)		आरक्षित दर	अर्नेस्ट मनी
			(एकड़ में)	(वर्ग मी. में)	(वर्ग मी. में)	
1.	टीसी/जी-1/1	विभूति खण्ड	5.00	20511	6000.00	5 से 9.999 एकड़
2.	टीसी/जी-2/2	विभूति खण्ड	5.2	21201	6000.00	तक के भूखण्ड हेतु
3.	टीसी/जी-3/3	विभूति खण्ड	19.0	76976	6000.00	रु० 50 लाख तथा
4.	टीसी/जी-4/4	विभूति खण्ड	5.08	20587	6000.00	10 से 20 एकड़ तक
5.	टीसी/जी-5/5	विभूति खण्ड	5.05	20461	6000.00	के भूखण्ड हेतु
6.	टीसी/जी-6/6	विभूति खण्ड	5.1	21042	6000.00	रु० 1 करोड़
7.	टीसी/जी-7/7	विभूति खण्ड	5.0	20400	6000.00	
8.	टीसी/जी-8/8	विभूति खण्ड	5.07	20540	6000.00	
9.	टीसी/जी-9/9	विभूति खण्ड	5.07	20540	6000.00	

अन्य विवरण :

(1) भूमि जहां है जैसी है के आधार पर आवंटित की जायेगी। (2) यह जानकारी लखनऊ विकास प्राधिकरण की वेबसाइट पर अपर आयुक्त लखनऊ एवं जिलाधिकारी के कार्यालय के सूचना पट पर देखी जा सकती है। (3) किसी भी टेण्डर/बोली को स्वीकार अथवा निरस्त करने का अधिकार उपाध्यक्ष ल0वि0प्र0 में निहित है। उपाध्यक्ष का निर्णय अन्तिम व मान्य होगा। (4) किसी विवाद की दशा में न्यायिक क्षेत्र लखनऊ होगा। (5) टेण्डर नीलामी के विस्तृत नियम व शर्तें जन. सम्पर्क अधिकारी/सम्बन्धित अधिकारी ल0वि0प्र0 के कार्यालय में देखी जा सकती है एवं रु० 300.00 का भुगतान करके टेण्डर फार्म प्राप्त किये जा सकेंगे।

जे०बी० सिंह
संयुक्त सचिव

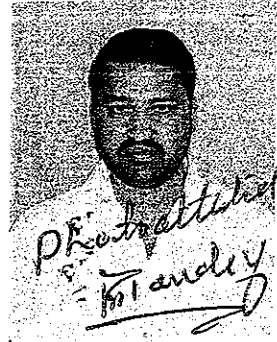
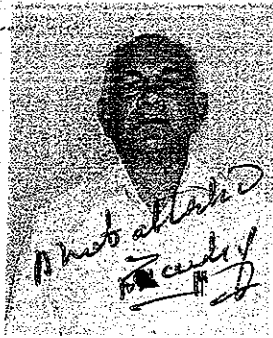
कु० रेखा गुप्ता
सचिव

बी०बी० सिंह
उपाध्यक्ष



लखनऊ विकास प्राधिकरण
प्राधिकरण भवन, गोमती नगर, लखनऊ

704808

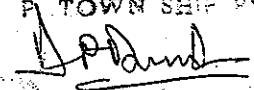


**TRANSFER DEED EXECUTED BY HOLDING COMPANY IN
FAVOUR OF ITS SUBSIDIARY UNDER NOTIFICATION NO. M-
599/X-501, DATED 25/03/1942**

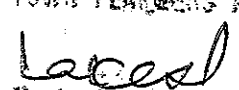
- 93
132
- | | | |
|------------------------------|---------------------------|--|
| 1. Kind of Land | - | Residential/Commercial |
| 2. Ward | - | Chinhat |
| 3. Place | - | Vibhuti Khand |
| 4. Details of property | - | Plot No. TCG-3/3,
Vibhuti Khand
Lucknow. |
| 5. Unit of Measurement | - | Square Meter |
| 6. Area of Property | - | 73018.74 |
| 7. Situation of Road | - | Internal Road |
| 8. Other details | - | N.A. |
| 9. Kind of Property | - | Residential/ Commercial |
| 10. Total Area of Property | - | 73018.74 (land area) |
| 11. Condition | - | Semifinished |
| 12. Year of Construction | - | Under construction |
| 13. No. of First Party (1) | No. of Second Party (1) | |
- (A) Transfereor's Description

- | | | |
|---------|---|----------------------------|
| 1. Name | - | M/s UP Township Pvt. Ltd., |
|---------|---|----------------------------|

For U P TOWNSHIP PVT. LTD.


Authorised Signatory / Director

For UP TOWNSHIP PVT. LTD.


Authorised Signatory / Director

Office Address - 33, Community Centre,
New Friends Colony,
New Delhi.

Occupation - Business

(B) Transferee's Description

1. Name - M/s Andes Town Planners Pvt. Ltd.

Office Address - 33, Community Centre,
New Friends Colony,
New Delhi.

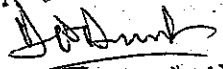
(Subsidiary of Transferor company)

Occupation - Business


THIS TRANSFER DEED is executed between M/S UP Township Private Ltd. (Holding Company) a company incorporated under the companies Act, 1956 having its office at 33, Community Centre, New Friends Colony, New Delhi through its Authorised Signatory Sri D.P.Dixit (herein after referred to as 'Transferor', which expression shall mean and include its legal representatives, successors, administrators, nominees and assignees etc.) of the One part And M/S Andes Town Planners Private Ltd. (Subsidiary Company) a company incorporated under the companies Act, 1956 having its registered office at 33, Community Centre, New Friends Colony, New Delhi through its Authorised Signatory Sri Rakesh Garg. (herein after referred to as 'Transferee', which expression shall mean and include its legal representatives, successors, administrators, nominees and assignees etc.) of the Other part,

AND WHEREAS Transferor was allotted a Commercial/Group Housing Plot No. TCG-3/3 and measuring 73018.74 sq. mtrs. by the

For U P TOWNSHIP PVT. LTD.


Authorised Signatory / Director

For ANDES TOWN PLANNERS PVT. LTD


Authorised Signatory / Director

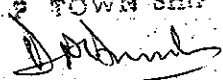
Lucknow Development Authority situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow for development of Commercial/Group Housing Complex thereon on the terms and conditions mentioned in the allotment letter,

AND WHEREAS the Transferor deposited thirty percent of the total cost of land with the Lucknow Development Authority, Lucknow and as consequence Lucknow Development Authority, Lucknow has executed an Agreement to Sell in favour of the Transferor which is duly registered in the office of Sub-Registrar-II, Lucknow in Book No. 1, Volume No. 5354, on pages 85 to 114, at Serial No. 9526 dated 31/10/2005,

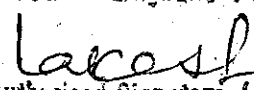
AND WHEREAS subsequently the transferor paid the entire amount towards the sale consideration alongwith freehold charges @ 12% to the Lucknow Development Authority, Lucknow and after payment of the entire amount of sale consideration and other related charges, the Lucknow Development Authority, Lucknow has transferred the afore said land in favour of the first Transferor through sale deed dated 30/08/2006 which is duly registered in the office of Sub-Registrar – II, Lucknow in Book No. 1, Volume No. 6033 on pages 131 to 156 at Serial No. 8478 dated 8.09.2006,

AND WHEREAS the plans of building were submitted by the Transferor before the Sanctioning Authority with an intention to construct building on the said plot of land as per terms and conditions of deeds and other agreements entered between the Lucknow Development Authority and the Transferor,

For U-2 TOWN SHIP PVT. LTD.


Authorized Signatory / Director

For ANCES TOWN DEVELOPMENTS PVT. LTD


Authorized Signatory / Director


AND WHEREAS the plans of the building submitted by the Transferor was sanctioned by the Sanctioning Authority under Permit No. 22606 dated 04/12/2006 and after sanction of the plans of the building the Transferor has started the construction on the said plot of land as per the norms of the Sanctioned plans,

AND WHEREAS the business of the Transferor company is situated in different cities and it has its subsidiary company in the name and style as M/s Andes Town Planners Private Limited having 99.99% share holding therein and as per its business strategy the Transferor has decided to transfer the above said project to its subsidiary company,


AND WHEREAS the Transferor company is the Parent company and the Transferee company is its Subsidiary company and a certificate to this effect have been issued by the Registrar of Companies, U.P & Uttrakhand, Kanpur vide its letter No. ROC/Misc./1235 dated 07/07/2008,

AND WHEREAS as per Government Notification No. M-599/X-501, dated 25/03/1942 there is no need to pay stamp duty in the matters where a company transfers its immovable property to its subsidiary having at least 90% share holding of the issued share capital of the subsidiary company and therefore the transfer deed executed between the Transferor and the Transferee is exempted from stamp duty,

For U P TOWN PLANNERS PVT. LTD.


Authorized Signatory / Director

For ANDES TOWN PLANNERS PVT. LTD.


Authorized Signatory / Director

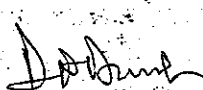
AND WHEREAS the transfer is being made between Parent company and Subsidiary company which is exempted from payment of stamp duty as per the policy of the said Government notification,

AND WHEREAS the meeting of Board of Directors of Transferor company was held and necessary resolution was passed in its board meeting dated 22/07/2008 for transferring the entire project of Lucknow in favour of its Subsidiary,

NOW THIS DEED OF TRANSFER WITNESSETH AS UNDER: -

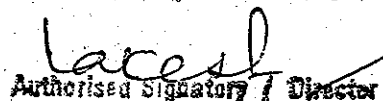
1. That in pursuance of the said resolution of Board of Directors the Transferor doth hereby transfers, conveys, and assigns the freehold plot of land bearing No. TCG-3/3, measuring about 73018.74 sq.mts. situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow, together with construction existing thereon (detail of the property is given in schedule of this deed) to the Transferee (hereinafter referred as the said project) to hold and enjoy the same as its Chattel and property, without any hindrance, interruption or interference from anybody whomsoever.
2. That through this deed, subsisting and marketable title in the said project has been transferred/assigned by the Transferor to the Transferee.
3. That the said project is free from all litigation or any other type of disputes or obligation.

For and



Authorised Signatory / Director

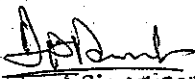
For ANDRES TOWN DEVELOPERS PVT. LTD.



Authorised Signatory / Director

4. That the transfer of the said project has been made free from all acquisitions and requisitions proceedings.
5. That all the terms and conditions of the said sale deed dated 30/08/2006 and other agreements shall be applicable upon the transferee as it was applicable on the Transferor.
6. That the Transferee shall be entitled to get its name mutated in the records of the Lucknow Development Authority, Lucknow, or before any authority or authorities concerned on the basis of these presents and the Transferor shall ensure its full co-operation as required under law in any of the proceedings, which may be necessary for mutation of the name of the Transferor in the official records with respect to the demised plot of land.
7. That the Transferor has on this day of execution of the present deed delivered the actual peaceful vacant possession of the demised plot of land alongwith all the constructions thereon hereby transferred/assigned and enjoyed by the Transferor to hold the same unto the Transferee and Transferee has acknowledged the same.
8. That from this date of deed, the Transferee shall be responsible for compliance of all the rules and regulations issued by the Central Government, State Government or any Local Authority in respect of the said project and matter.

For


Authorised Signatory / Director


Authorised Signatory / Director

9. That the Transferee shall perform all work in accordance to the provisions of law and shall be responsible for the same.
10. That the Transferor has agreed to provide all its assistance and help as and when required as per the provisions of law to assure this transfer more perfectly in favour of Transferee.
11. That this deed is exempted from Stamp Duty as per Government Notification No. M-599/X-501, dated 25/03/1942 issued under clause 9(1) (a) of Appendix II of the Indian Stamp Act, 1899, as the Transferor company being Parent company having 99.99% share holding of issued share capital of the Transferee company. The certificate as required under the said notification has been issued by the Registrar Of Companies, UP & Uttarakhand, Kanpur vide letter No ROC/Misc./1235 dated 07/07/2008
12. That since the Transferor is the Parent/ Holding company and Transferee company is its Subsidiary the instrument does not attract any stamp duty which is exempted as per the said Government Notification No. M-599/ X-501, dated 25/03/1942.

SCHEDULE OF DEMISED PLOT OF LAND

Plot No. TCG- 3/3, measuring about 73018.74 sq.mts. situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow, together with constructions existing thereon bounded as under: -

East : 60 meter Wide road

West : TCG - 2 & TCG - 5

SHARAD P TOWN SHIP PVT. LTD.

Authorized Signatory / Director

SHARAD P TOWN SHIP PVT. LTD.

Authorized Signatory / Director

North : 30 meter wide road and part boundary
South : 30 meter wide road

IN WITNESSES WHEREOF the Transferor and Transferee have put their respective signature on this deed of Transfer on this 24th day of July, 2008 at Lucknow.

WITNESSES:

1. M.P. Pandey
M.P. Pandey
Advocate

2. Rahul Kumar
Rahul Kumar
C-12, Alus
Lucknow

Drafted By:
M.P. Pandey
(M.P. Pandey)
Advocate

Typed By:
do
(Typist)

~~For UP~~ TOWN SHIP PVT. LTD.

[Signature]
Authorized Signatory / Director

(M/s UP Township Pvt. Ltd)

~~For Andes~~ TOWN PLANNERS PVT. LTD

[Signature]
Authorized Signatory / Director
TRANSFEEE

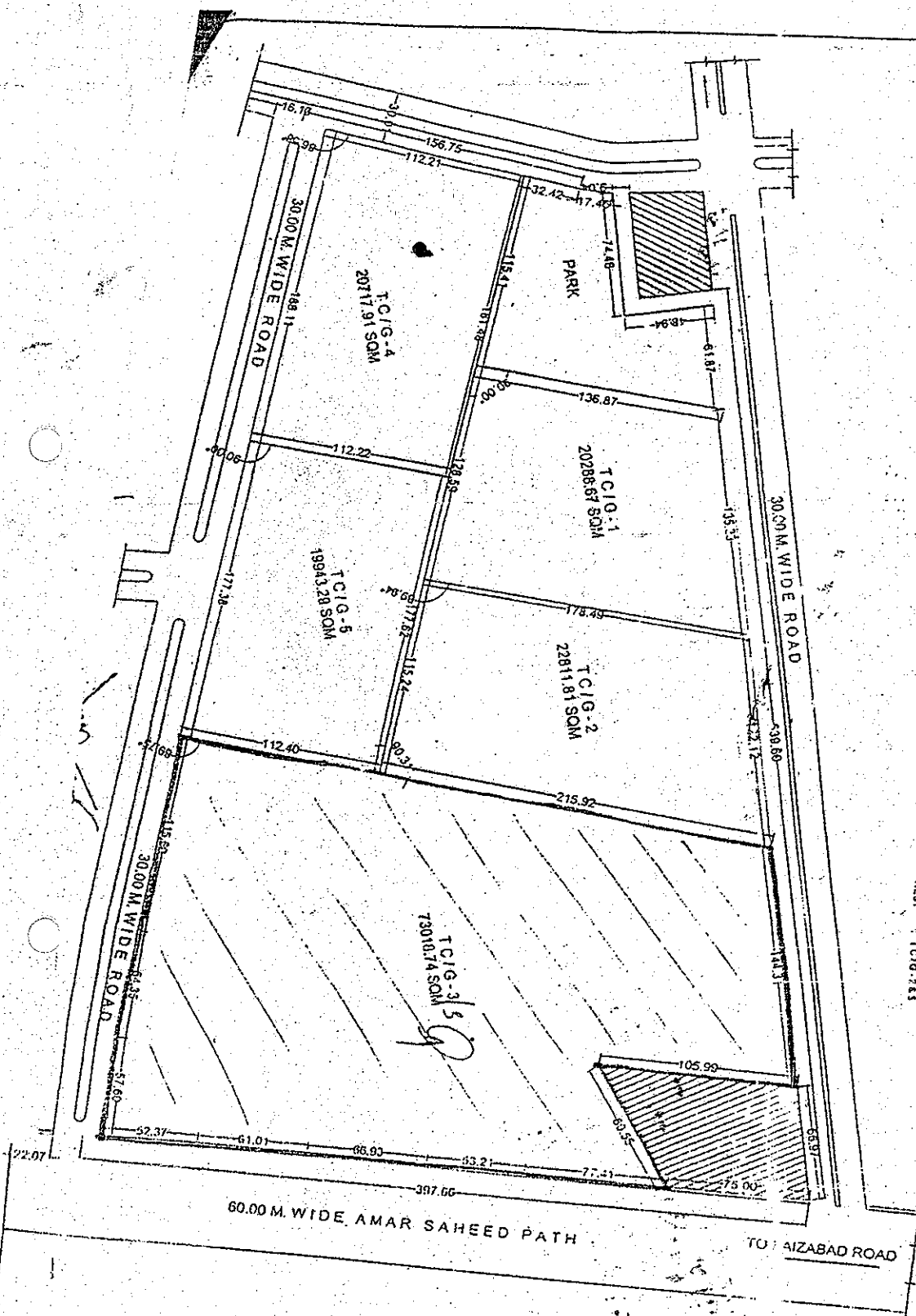
(M/s Andes Town Planners Pvt. Ltd.)

PART LAYOUT PL
CENTRE AT VISHU

PLOT NO. T C/G-3
AREA OF PLOT: 73CB.74 SQM

BOUNDRIES

NORTH : 30.00 N. ROAD & PART BOUNDARY
SOUTH : 35.00 N. ROAD
EAST : 60.00 N. ROAD
WEST : 1010.263



FOR U.S. TOURS SHIP LIFE LTD.

Authorized ~~Person~~ / Director

For AGENTS TOWN FORMERS FRY, LTD.

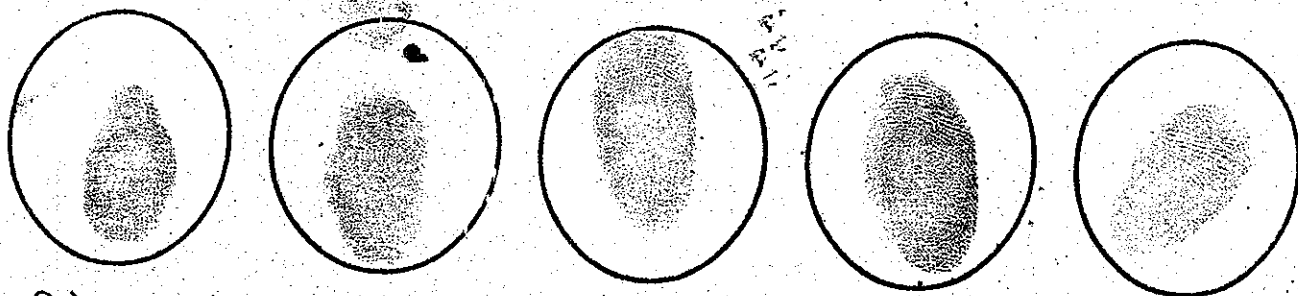
Authorized Signatory: Director

रजिस्ट्रेशन अधि० 1908 की धारा-32 ए० के अनुपालन हेतु,
फिंगर्स प्रिन्ट्स

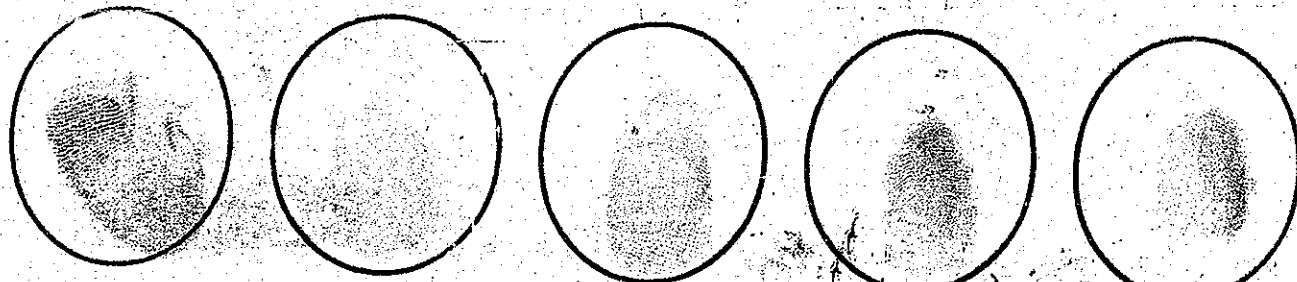
प्रस्तुतकर्ता/विक्रेता नाम व पता :- Mr. D. R. Dixit

No. 14/1111, Major Road, P. O. Lucknow

बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



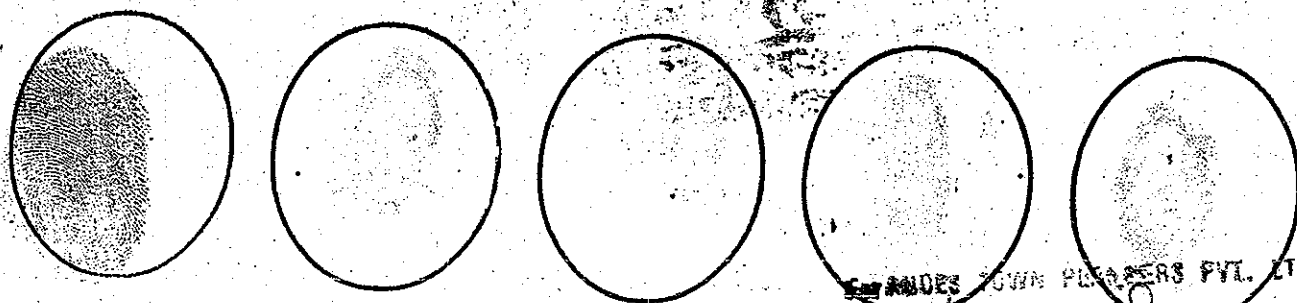
For OFFICIAL USE ONLY. LTD.

प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर
विक्रेता/क्रेता नाम व पता :- Mr. Robert Wang
No. 601, Royal Bazaar, Sec. 41, New Delhi

बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-



For OFFICIAL USE ONLY. LTD.

विक्रेता/क्रेता के हस्ताक्षर

अंतरण विक्रय पत्र

5,000.00

40

5,040.00

2,000

फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री/श्रीमती मे.यू.पी.टाउनशिप प्रा.लि.द्वारा अधि.ह.डी.पी. दीक्षित

पुत्र / पत्नी श्री वी.डी.दीक्षित

पेशा नौकरी

निवासी स्थायी त्रिवेणीनगर सीतापुर रोड लखनऊ

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 24/7/2008 समय 1:12PM

बजे निबन्धन हेतु पेश किया।



अखिलेश दूबे

उप निबन्धक (द्वितीय)

लखनऊ

24/7/2008

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

विक्रेता

श्री/श्रीमती मे.यू.पी.टाउनशिप प्रा.लि.द्वारा

अधि.ह.डी.पी. दीक्षित

पुत्र/पत्नी श्री वी.डी.दीक्षित

पेशा नौकरी

निवासी त्रिवेणीनगर सीतापुर रोड लखनऊ

क्रेता

श्री/श्रीमती मे.एण्डस टाउन प्लानर प्रा.लि.द्वारा

अधि.ह.राकेश गर्ग

पुत्र/पत्नी श्री रामभज

पेशा नौकरी

निवासी ई-601, रायल रेजीडेन्सी, से- 41, नोएडा



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री एम.पी.पाण्डेय

पुत्र श्री

पेशा वकालत

निवासी सिविल कोर्ट लखनऊ

व श्री राहुल कक्कड़

पुत्र श्री वी.के.कक्कड़

पेशा नौकरी

निवासी सी-12, अलीगंज लखनऊ

ने की

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



अखिलेश दूबे

उप निबन्धक (द्वितीय)

लखनऊ

24/7/2008

क्रेता

Registration No. 7048

Year: 2008

Book No. 1

0201 मे. एण्डस टाउन प्लानर प्रा. लि. द्वारा अधि. ह. राकेश गर्ग

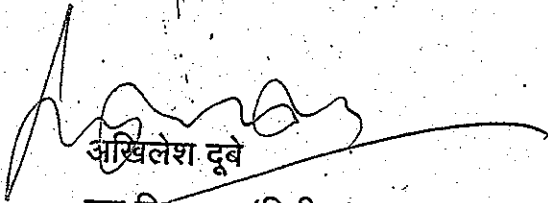
राममज

ई-601, रायल रेजिडेन्सी, से- 41, नोएडा

नौकरी



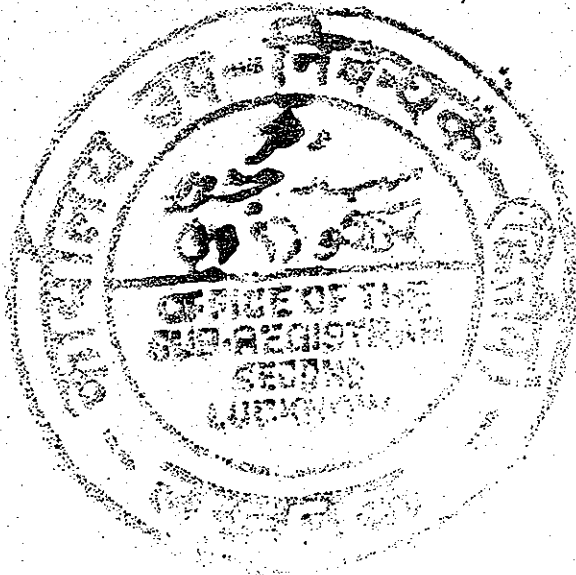
आज दिनांक 24/07/2008 को
बही सं 1 जिल्द सं 7651
पृष्ठ सं 127 से 152 पर क्रमांक 7048
रजिस्ट्रीकृत किया गया।


अश्विनेश दुबे

सहा निबन्धक (द्वितीय)

लखनऊ

24/7/2008



901531

IV-422/2020



उत्तर प्रदेश UTTAR PRADESH



-1-

BM 869025

CONSORTIUM AGREEMENT

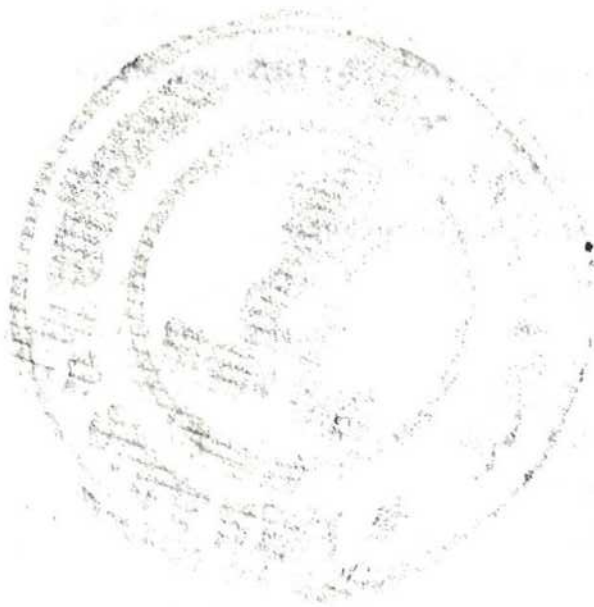
This Agreement is made and executed at Lucknow on this 5th day of September of 2020

BETWEEN

1. **M/S HALWASIYA DEVELOPMENTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered Office at 4th Floor, Cyber Heights, Vibhuti Khand, Gomti Nagar, Lucknow through its Director/authorized signatory Mr. Vinay Kumar resident 22/425, Sector-22, Indira Nagar, Lucknow, duly authorized vide Board of Director's Resolution dated 02.09.2020 (hereinafter referred to as the Lead Member which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns), **AND**

क्रमांक १२५२ दिनांक १-१-२०२३
कीमत ४२३ प्रयोजन
नाम इलनामिया डेवलपमेंट प्रा. लि.
पता

प्रभा कान्त शुक्ला लो. नं. १२७
अवधि ३१-३-२०२३ तक कलेक्ट्रेट-लखनऊ



2. **M/S ANDES TOWN PLANNERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered Office at Flat No. 2, 1st Floor, F-50-B, Madhu Vihar Extension, Patparganj, New Delhi-110048 through its authorized company Halwasiya Developments Private Limited authorized vide board resolution dated 20.01.2018 through its authorized signatory Azmi Salman daughter of M. Salman resident of 356/129 Ka, Alam Nagar Road, Lal Maszid, Awas Vikas Colony, Lucknow.

Party No. 1 is a **Lead Developer** or **HDPL** and party No. 2 Hereinafter referred to as **CONSORTIUM MEMBER** which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, legal heirs wholly owned subsidiaries and the permitted assigns.

WHEREAS all the above mentioned parties entered and executed this **CONSORTIUM AGREEMENT** for forming a Consortium of Companies with the object of development of real estate project at Vibhuti Khand, Gomti Nagar, Lucknow and for submitting the proposal to the Government of Uttar Pradesh or any Government/Semi Government or any other statutory authority for approval/sanction of Layout/Map and development of project.

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

1. **Lead Member:**
 - 1.1 Consortium member mutually decided to appoint **M/S HALWASIYA DEVELOPMENTS PRIVATE LIMITED**, as Private Developer and Lead Member.



2. Aim and Scope of Consortium Agreement:

- 2.1 The sole aim of this **Consortium Agreement** is for the development of the above mentioned project.
- 2.2 The Lead Member shall solely by its signature prepare and submit a proposal and map for the sanction/approval for development of project and shall design, develop, finance, construct, sell, operate and maintain the said project, correspond and deal with UP RERA Authority, allottees / buyer (old as well as new), resident welfare association and other competent authorities / departments, etc. s
- 2.3 The Lead Member shall be authorized to negotiate and transfer the developed properties also sign any agreement or application on behalf of Consortium Member on the basis of board resolution and power of attorney which have been issued in faovur of the Lead Developer.

3. Project Management Structure and Rules of the Members:

M/S HALWASIYA DEVELOPMENTS PRIVATE LIMITED, Consortium shall act as a Private Developer as per definition of Lucknow Development Authority and arrange for finances for the project. No land is being transferred by this Agreement.

4. Funding and Basis of Sharing the Expenditure and Remuneration:

- 4.1 Upto the completion of the Project in the name of Consortium, all cost relating to the Project shall be borne by the **M/S HALWASIYA DEVELOPMENTS PRIVATE LIMITED, Consortium.**
- 4.2 The **M/S HALWASIYA DEVELOPMENTS PRIVATE LIMITED,** Consortium shall raise loans from the Financial Institution/ Banks by depositing title deeds of consortium members and



execute mortgage deed by its signature for the project and any shortfall in the financing of the Project shall be contributed by the consortium members. Lead member shall solely be authorized to create mortgage by its signature against the properties of consortium members. Consortium members have no objection in mortgaging their title deeds before any Financial Institution/ Banks, without any obligation / liability on the other Consortium Member.

- 4.3 Upon completion of the Project any profit shall be to the account of and belong to **M/S HALWASIYA DEVELOPMENTS PRIVATE LIMITED** as its fee.

5. **GENERAL TERMS AND CONDITIONS:**

- 5.1 **GOVERNING LAW:** This Consortium Agreement shall in respect be construed in accordance with the Laws of India, as amended from time to time and in the event of conflict between the provisions of this Consortium Agreement and the said laws the later shall prevail.


- 5.2 **FORCE MAJEUR:** None of the members shall be held in default in the performance of the obligation under this Consortium agreement, in such circumstances of force majeure, that is to say, circumstances shall include, but without any Limitation to war, civil commotion, riots, Act of God and Government action. In the event of force majeure, the members of the Consortium Agreement undertake to consult each other.

- 5.3 **SETTLEMENT OF DISPUTES:** All members agree to settle amicably all disputes arising out of or concerning this Consortium agreement. In the event of the members failing to amicably resolve any dispute in the foregoing manner, the matter shall be referred



to the arbitrator to be decided mutually, whose decision shall be binding.

- 5.4 **WAIVER:** The waiver of any member of any breach of any terms of this Consortium Agreement shall not prevent the subsequent enforcement of that term, and shall not be deemed to be waiver of the subsequent breach.
- 5.5 **TOTALITY:** This Consortium Agreement embodies the entire understanding of the members and there are no promises, terms, conditions or obligations, oral or written, expressed or implied other than those contained herein, and variation, modification or alteration of any of the provisions of this Consortium Agreement shall be binding on either party unless reduced to writing and signed by them or their duly authorized representatives as amendment of this Consortium Agreement. This agreement is restricted to Ananta (previously known as stylus), Vibhuti Khand, Gomti Nagar, Lucknow only. Any supplementary or previous agreement, MOU or any other documents / agreements executed / to be executed between lead member and consortium member, shall be treated as part and parcel of this registered consortium agreement, and all acts done by HDPL and all rights of HDPL thereunder shall remain valid and binding.
- 5.6 **CONFIDENTIALITY:** All members shall be under obligation not to disclose any information of terms of this Consortium Agreement to any third party. All documents and information exchanged between the members, for the purpose of this project, shall be treated as strictly confidential by the other members and shall not be share by any other outside agency except the Lucknow Development Authority, RERA and Government of Uttar Pradesh.



आवेदन सं०: 202000821040277

भागीदारी विलेख

बही सं०: 4

रजिस्ट्रेशन सं०: 422

वर्ष: 2020

प्रतिफल- 0 स्टाम्प शुल्क- 1000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री हलवासिया डेवलपमेंट्स प्राइवेट लिमिटेड द्वारा
विनय कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री बाबू लाल
व्यवसाय : व्यापार
निवासी: 22/425, सेक्टर 22, इंदिरा नगर लखनऊ



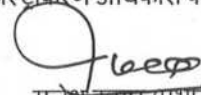
श्री. हलवासिया डेवलपमेंट्स प्राइवेट लिमिटेड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक 05/09/2020
एवं 04:54:22 PM बजे
निबंधन हेतु पेश किया।

विनय कुमार अधिकृत
पदाधिकारी/ प्रतिनिधि



प्रिंट करें

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



राजेश कुमार (प्रभारी)

उप निबंधक : सदर तृतीय

लखनऊ

05/09/2020

राज देव सिंह

निबंधक लिपिक

5.7 **NOTICES** : Any notice required pursuant to this Consortium Agreement shall be give in writing and shall be delivered by hand under acknowledgment or send by facsimile to the party at the address appearing in the beginning of the Consortium Agreement.

5.8 **MODIFICATION AMENDMENT:** The terms and conditions of this Consortium Agreement may be modified/ amended as may be stipulated by the Government of Uttar Pradesh and mutually agreed by the consortium members.

VALIDITY:

5.9 (i) **TERMINATION OF CONSORTIUM AGREEMENT:** This Consortium Agreement shall be terminated upon the arrival of the first of the following events:-

- Termination by Lead Developer due to Rejection of our proposal by the Government of Uttar Pradesh or any other statutory authority.
- Upon Completion of the Project.

(ii) The Consortium Agreement shall be valid and enforceable till the completion of the Project subject to 5.9 (i).

5.10 **MISCELLANEOUS/ LIABILITY:**

Nothing in this shall be construed providing for the sharing of Profit & Losses arising out of the efforts of any of the members, except as may be provided for in any resultant sub contract or Consortium Agreement between the members. No party shall be liable to the other party/ members for any indirect, incidental, special or consequential damages however caused, whether as a consequences of the negligence of the one member or otherwise.



बही सं०: 4

रजिस्ट्रेशन सं०: 422

वर्ष: 2020

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

भागीदार: 1

श्री हलवासिया डेवलपमेंट्स प्राइवेट लिमिटेड के
द्वारा विनय कुमार, पुत्र श्री बाबू लाल
निवासी: 22/425, सेक्टर 22, इंदिरा नगर लखनऊ
व्यवसाय: व्यापार

भागीदार: 2



सुश्री एंडेस टाउन प्लानर्स प्राइवेट लिमिटेड के द्वारा
हलवासिया डेव. प्रा. लि. के द्वारा अजमी
सलमान, पुत्री श्री एम० सलमान
निवासी: 356/129क, आलम नगर रोड लाल
मस्जिद आवास विकास कॉलोनी लखनऊ
व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया/जिनकी पहचान
पहचानकर्ता: 1

श्री सूर्य प्रकाश सिंह, ०
निवासी: सिविल कोर्ट लखनऊ
व्यवसाय: वकालत

पहचानकर्ता: 2



श्री विशुन कुमार शुक्ला, पुत्र श्री अधिवक्ता
निवासी: सिविल कोर्ट लखनऊ
व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश कुमार (प्रभारी)
उप निबंधक: सदर तृतीय
लखनऊ

राज देव सिंह
निबंधक लिपिक


ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:

प्रिंट करें

IN WITNESS WHEREOF the lead member and members have executed this **Consortium Agreement** on this 5th day of September of 2020 at Lucknow and have caused this **Consortium Agreement** to be signed on their manner in the manner set out below.

WITNESSES:




1. 
Surya Prakash Singh
Advocate
Civil Court Lucknow



Lead Member



2. 
Vishnu Kumar Shukla
Advocate
Civil Court Lucknow



Consortium Members

Typed & Drafted By:-



(Benkat Raman Singh)

Advocate

आवेदन सं०: 202000821040277

बही संख्या 4 जिल्द संख्या 600 के पृष्ठ 233 से 246 तक
क्रमांक 422 पर दिनांक 05/09/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


राजेश कुमार (सभारी)

उप निबंधक : सदर तृतीय

लखनऊ

05/09/2020



प्रिंट करें

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर तृतीय लखनऊ क्रम संख्या 2020229011531

आवेदन संख्या : 202000821040277

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2020-09-05 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम बिनय कुमार

लेख का प्रकार भागीदारी विवेक

प्रतिफल की धनराशि 0 / 0

1. रजिस्ट्रीकरण शुल्क 100

2. प्रतिलिपिकरण शुल्क 60

3. निरीक्षण या तलाश शुल्क

4. मुक़्तार के अधिग्रहणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

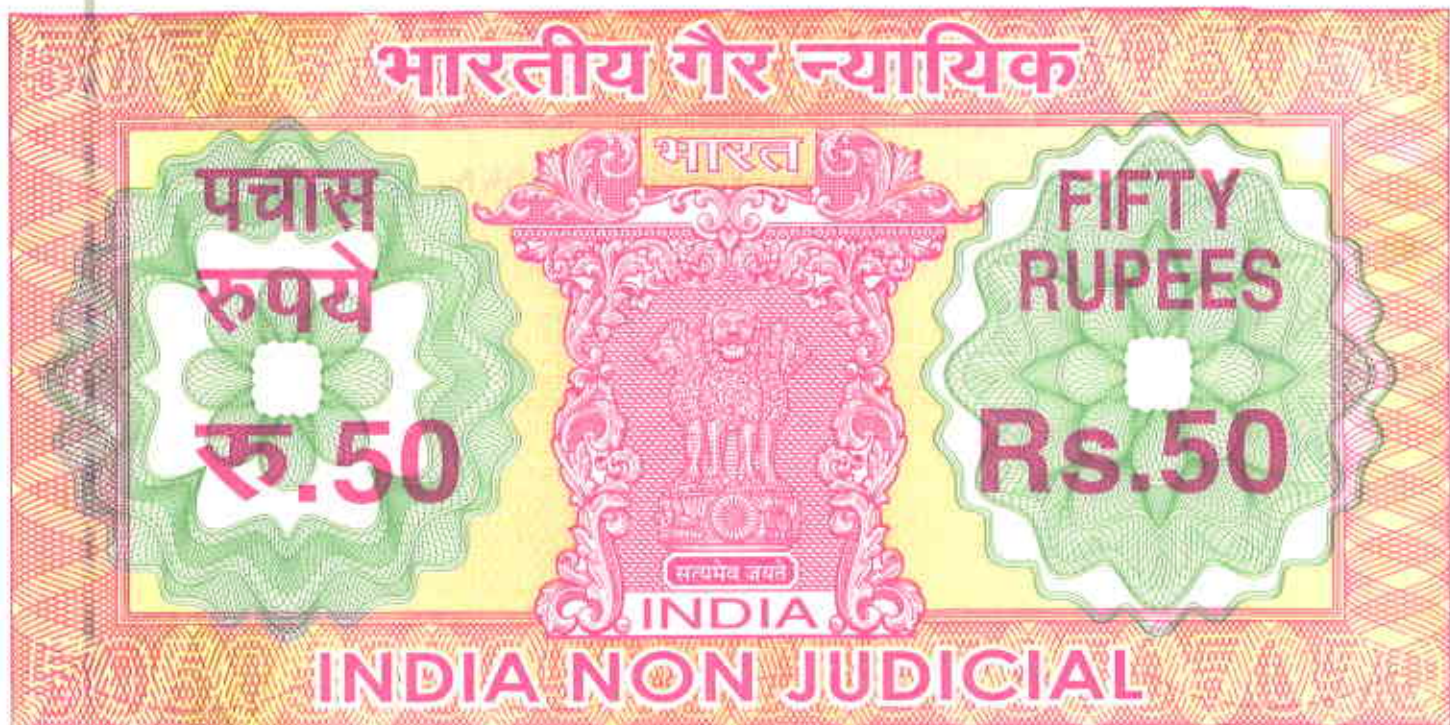
1 से 6 तक का योग 160

शुल्क वसूल करने का दिनांक 2020-09-05 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2020-09-05 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उत्तर प्रदेश UTTAR PRADESH

BP 258543

This shall ^{form} part of Development Management Agreement

Halwasiya Development Pvt. Ltd.
Authorised ^{Signature} _{Signature} ory



उत्तर प्रदेश UTTAR PRADESH

BP 258542

*This shall form part of Development
Management Agreement.*

[Signature]
Halwasiya Development Pvt. Ltd.
Authorised Signatory

DEVELOPMENT MANAGEMENT AGREEMENT

This Development Management Agreement (hereinafter referred to as this "**Agreement**") is made and executed at Lucknow on the 19th day of January 2018 ("**Effective Date**");

BY AND BETWEEN

M/s Andes Town Planners Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at Flat No. 2, 1st Floor, F-50-B, Madhu Vihar Extension, Patparganj, New Delhi through its Director, Mr. Paresh Rastogi, duly authorized vide Board of Director's Resolution dated 15.01.2018 (hereinafter referred to as "**ATPPL**" / "**Promoter**", which expression shall mean and include their successors, representatives, nominees, administrators and permitted assigns), being party of the FIRST PART;

AND

M/s Halwasiya Developments Private Limited, a company incorporated under Companies Act 1956 and having its office at 4th Floor Cyber Heights, Vibhuti Khand, Lucknow, Uttar Pradesh, acting through its Director/ Authorised Signatory, Mr. Bharat Shankar Halwasiya, duly authorized vide Board of Director's Resolution dated 16.01.2018 (hereinafter referred to as "**Development Manager**", which expression shall mean and include its legal representatives, successors-in-interest, administrators, nominees and assignees) being party of the SECOND PART.

Unless repugnant to the context or meaning thereof, the terms "**ATPPL**" / "**Promoter**" and "**Development Manager**" are hereinafter collectively referred to as the "**Parties**" and individually referred to as such or the "**Party**".

RECITALS

A. WHEREAS ATPPL has represented that:

- a) ATPPL has ownership rights to a freehold commercial plot admeasuring 73018.74 square meters bearing Plot No.TCG-3/3 situated at Vibuti Khand, Gomti Nagar Scheme, Lucknow bounded as under:
East: 60 meter wide road
West: TCG-2 & TCG -5
North: 30 meter wide road and part boundary
South: 30 meter wide road



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As more particularly bounded and shown in plan attached as **Schedule I** (hereinafter referred to as "**said Land**"). The said Land was transferred by Lucknow Development Authority ("**LDA**") in favour of ATPPL then holding company namely, **M/s U.P Township Private Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 33, Community Centre, New Friends Colony, New Delhi, (hereinafter referred to as '**UPTPL**') vide sale deed dated 30.08.2006 which is duly registered in the office of Sub-Registrar-II, Lucknow in Book No.1, Volume No.6033 on pages 131 to 156 at Serial No.8478 on 8.09.2006.

- b) After obtaining the sanction of plans for the development of a commercial and group housing complex on the said Land (hereinafter referred to as "**Total Project**") UPTPL started the construction on the said Land as per the norms of the sanctioned plans.
- c) As a part of its business strategy, UPTPL decided to transfer the Total Project to its subsidiary company, in the name and style as M/s Andes Town Planners Private Limited i.e. ATPPL by executing a transfer deed dated 24.07.2008 in favour of ATPPL to transfer, convey and assign the freehold plot of said Land i.e. Plot bearing No.TCG-3/3 situated at Vibuti Khand, Gomti Nagar Scheme, Lucknow together with constructions thereon. The said transfer deed is duly registered in the office of Sub-Registrar-II, Lucknow in Book No.1, Volume No.7651 on pages 127 to 152 at Serial No. 7048 on 24.07.2008.
- d) The sanctioned plans in respect of the Total Project were further revised for incorporating the construction of a new tower which has been approved by the sanctioning authority vide Permit No. 38264 on 02.06.2015.
- e) Thereafter, ATPPL also started the construction of a new tower comprising of multistoried residential cum commercial tower under the name and style of stylus tower as per the sanctioned building plans (hereinafter referred to as "**New Tower**"/ "**New Tower Project**") on a part of the said Land and being developed on the identified and demarcated portion of land admeasuring 4,623.92 square meters approximately as more clearly depicted in yellow color in **Schedule I** attached hereto (hereinafter referred to as "**Portion 'B' Land**"). The permissible Floor Area Ratio (FAR)/ FSI already approved/ sanctioned and additional FAR/FSI available as per currently applicable norms is as more particularly detailed in **Schedule II**.




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- f) ATPPL has already allotted/ booked certain units of the New Tower (hereinafter referred to as "**Booked Units**") to the various allottees (hereinafter referred to as "**Existing Allottees**") as more particularly detailed in **Schedule III**. As on Effective Date, the remaining area in the New Tower, other than already allotted against Booked Units, which as per currently sanctioned building plans is to the tune of at least 30,000 (Thirty Thousand) square feet approximately remains unsold/ allotted apart from any additional area that may be available or compoundable.
- g) ATPPL has already collected and received monies towards consideration from the Existing Allottees against the Booked Units. Based on the current area allotted, a further sum of approximately Rs.15,00,00,000/- (Rupees Fifteen Crore Only) is balance receivable from such Existing Allottees towards Basic Sale Price against the Booked Units as more particularly detailed in **Schedule IV** and other amounts receivable from such Existing Allottees towards other heads as determined by Development Manager. This sum is subject to additional Receivables in case of any change in area.
- B. AND Whereas due to market slowdown and other unforeseen circumstances, ATPPL has not been able to proceed with the construction of the New Tower.
- C. AND Whereas the Development Manager has the requisite experience and resources and a team having requisite expertise and capability to execute and implement real estate projects.
- D. AND Whereas ATPPL has approached the Development Manager and expressed its desire to engage the Development Manager to facilitate and assist in construction, implementation and completion of the New Tower Project including though not limited to planning, re-designing, construction and completion of New Tower, consultancy and coordination of the marketing and selling, in customer handling and collection management and such other services as may be required for execution, completion and implementation of the New Tower Project. For the services and responsibilities to be undertaken by the Development Manager in respect of the New Tower Project, ATPPL has offered to pay to Development Manager consideration as more particularly detailed in this Agreement.



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- E. AND Whereas in view of the aforesaid, the Development Manager has agreed to take up the engagement and ATPPL agrees to engage the Development Manager, as per the terms and conditions stated herein.
- F. AND Whereas the Parties are now desirous of executing this Agreement for setting forth and recording the terms and conditions as mutually agreed and recorded herein.

1. DEFINITIONS

Definitions in this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized shall have the meaning assigned herein:.

- a) **"Applicable Laws"** shall mean any statute, law, regulation, ordinance, rules, judgment, order, bye-laws, Approval, government resolutions, policy, protocols, codes, guidelines, notices, directions, judgments, decrees, injunctions or other requirements or official directive or any similar form of decisions or determination having the force of law of concerned authority, Central/State Government having jurisdiction over the matters connected with the New Tower Project;
- b) **"Approval(s)"** means all sanctions, authorizations, licenses, permits, permissions, consents, no objection certificates, clearances, orders, decrees, registrations, qualifications, declarations, notifications, authorizations, authentications and exemptions and rulings to or from any competent authority etc. required in relation to development of the New Tower Project, sale of built up space / other areas in the New Tower Project and for undertaking all other ancillary and incidental activities including without limitation sanctioned building plans, environmental clearances required to be obtained and maintained, commencement certificate, approvals for water connections, sanitation, sewage, electricity, permits (if any) for procurement of raw materials, other construction related approvals, occupation certificate and completion certificate in respect of the New Tower Project;
- c) **"Balance/ Surplus Account"** shall have the meaning ascribed to it in Clause 5.3 of this Agreement;
- d) **"Booked Units"** shall have the meaning ascribed to it in Recital A(f);
- e) **"Construction and Implementation"** shall mean and include planning, designing, construction and completion of New Tower Project on the Portion 'B' Land;



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- f) **"Contracts"** shall have the meaning ascribed to it in Clause 14.1;
- g) **"Designated Project Account"** shall have the meaning ascribed to it in Clause 5.3 of this Agreement;
- h) **"Development Services"** shall have the meaning ascribed to it in **Schedule V** of this Agreement;
- i) **"Development Management Fee"** shall have the meaning ascribed to it in Clause 2 of this Agreement;
- j) **"Development Manager"** has the meaning given in the preamble;
- k) **"Effective Date"** shall mean the date of execution of this Agreement;
- l) **"Encumbrance(s)"** means pledge, negative lien, positive lien, non-disposal undertaking, charge, mortgage, equitable interest, priority, hypothecation, defect in title, encumbrance, assignment, attachment, claim, restriction, limitation, outstanding land revenue or other taxes, lis pen dens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security of any kind whatsoever;
- m) **"Existing Allottees"** shall have the meaning ascribed to it in Recital A(f);
- n) **"Force Majeure"** means occurrence of one or more of the following events or similar circumstances beyond the reasonable control of the affected Party (other than a lack of funds), if the occurrence of such event makes it impossible or illegal for the affected Party to perform its obligations under this Agreement:
 - a. act of God;
 - b. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
 - c. rebellion, revolution, insurrection or military or usurped power, or civil war;
 - d. contamination by radio-activity from any nuclear fuel, or from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
 - e. riot, civil commotion, labour unrest, strike, lockouts or disorder, legal or otherwise;
 - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental



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authority that prevents or restricts a Party from complying with any or all the terms and conditions as agreed in this Agreement;

- g. fire, flood, earthquakes or typhoons;
 - h. prejudicial act on the part of the government or other statutory authorities;
 - i. acts or threats of terrorism, extremism.
- o) **"Plans"** shall include the building plans, drawings, designs, elevations, sections details of the New Tower prepared by the Development Manager and duly approved by the competent authority;
- p) **"Portion 'B' Land"** shall have the meaning ascribed to it in Recital A(e) of this Agreement;
- q) **"Receivables"** in respect of the New Tower Project shall mean all revenues, receivables and other proceeds including but not limited to any basic sale price, deposits, infrastructure charges, advance charges, taxes received in consideration of the sale, transfer, lease of the saleable area / built up areas without reduction of any taxes, fees, duties, levies payable and also includes sums receivable from Unsold Areas and balance receivables related to Booked Units basic sales price, and the other receivables collectible towards car parking spaces, club membership, preferential location charges, floor rise, EWS/LIG revenue, electricity installation charges, water & sewerage treatment & recycling system installation charges, legal fees, administrative charges on transfers etc.;
- r) **"Regulatory Authority(ies)"** shall mean and include any governmental, semi-governmental, regulatory, municipal, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, board or entity in Uttar Pradesh authorized to make laws and having jurisdiction over said Land including but not limited to Lucknow Development Authority, Real Estate Regulatory Authority, municipal corporation, electricity supply board, water sewage and disposal authorities, forest department, pollution control board, Airport Authority, National Highway Authority or any other such authority appointed under any Act or law, governing the development of the Total Project and/or to whom the charges for the external and internal development of the Total Project or other charges, levies and fee are to be paid;
- s) **"Revised Construction Period for New Tower"** shall mean the revised construction timeline for New Tower Project as set out in Clause 10.2;



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- t) **"said Land"** shall mean collectively the entire land as more particularly defined in Recital A (a);
- u) **"Specifications"** shall mean the specifications related to the New Tower Project as decided by the Development Manager considering the specifications outlined in **Schedule VI**;
- v) **"New Tower" / "New Tower Project"** shall have the meaning as ascribed to it in Recital A(e);
- w) **"New Tower Collection Account"** shall have the meaning ascribed to it in Clause 5.1 of this Agreement;
- x) **"Taxes"** shall mean any and all taxes, assessments, duties, cess, impositions imposed by governmental authority towards services of sale of area in an under-construction Project currently levied by the name of GST in relation to the New Tower Project;
- y) **"Total Receivables"** shall mean all Receivables from the Unsold Areas as well Receivables against Booked Units;
- z) **"Total Project"** shall have the meaning as ascribed to it in Recital A(b); and
- aa) **"Unsold Areas"** shall mean the entire unsold area of the New Tower Project which includes the areas in the New Tower remaining unsold (which as per the currently sanctioned building plans is estimated and conveyed by ATPPL to be approximately 30,000 sq. ft. of FSI) as well as such additional / enhanced area as may be available for further sale pursuant to future revisions in sanctioned building plans / enhancement of FSI of the New Tower Project including but not limited to additional area as more particularly reflected in **Schedule II**.

2. INTERPRETATION

In this Agreement (unless repugnant or contrary to the context hereof):

- (i) unless otherwise specified, time periods within or following which any act is to be done under this Agreement, shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following business day if the last day of such period is not a business day.
- (ii) any reference to law shall be deemed to include a reference to such law as is re-enacted, modified or amended from time to time, and a reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or amended from time to time and to any subordinate legislation made under the



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statutory provision.

- (iii) a reference to a document is a reference to that document as from time to time validly amended, supplemented, assigned, novated or varied.
- (iv) reference to the words "include" or "including" shall be construed as being suffixed by "without limitation".
- (v) words importing the singular include the plural, words importing any gender include every gender, and words importing persons, include bodies corporate and un-incorporate and (in each case) vice versa and the word including and/or inclusive shall mean including, but not limited to.
- (vi) in all cases where consent is required to be given by any Party, it shall be construed to mean consent in writing.
- (vii) headings contained in this Agreement are for convenience of reference only, and shall not govern the construction or interpretation of this Agreement including any article, clause, recital and appendices hereof.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. APPOINTMENT AND PROVISION OF DEVELOPMENT SERVICES

- 1.1. ATPPL hereby engages the Development Manager for Development Services on the terms and conditions herein contained and the Development Manager in consideration of the Development Manager Fee hereby accepts such appointment and agrees to carry out the Development Services in accordance with and subject to terms and conditions hereinafter.
- 1.2. On and from the date of this Agreement, the Development Manager, its directors, employees and agents shall have access to the Portion 'B' Land to enable Development Manager to carry out the Development Services and ATPPL shall take all requisite steps for such hassle-free access.

2. DEVELOPMENT MANAGEMENT FEE AND PAYMENTS

- 2.1. As consideration for the Development Services provided by the Development Manager pursuant to this Agreement, the Development Manager shall be paid as Development Management Fee, the entire surplus remaining from the Total Receivables after meeting the Construction and Implementation and other New



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Tower Project related cost and expenses as ascertained by the Development Manager including but not limited to those set out in Clause 5.5 (hereinafter referred to as "**Development Management Fee**").

- 2.2. The payments to the Development Manager towards Development Management Fee would be made from time to time from the Balance / Surplus Account and the Designated Project Account (as detailed herein under at Clause 5).


3. DURATION OF ENGAGEMENT

- 3.1. This Agreement shall be effective from the Effective Date and shall continue till the later date of the date of completion of the Construction and Implementation or the date of sale of entire Unsold Areas of the New Tower Project ("**Term**").
- 3.2. ATPPL acknowledges and undertakes that prior to the expiry of the Term of this Agreement, the achievement of which shall be confirmed by the Development Manager to ATPPL, ATPPL shall not be entitled to terminate this Agreement for any reason whatsoever.

4. CONDITIONS PRECEDENT

- 4.1. ATPPL hereby agrees and confirms that the obligations of the Development Manager under this Agreement including in respect of Construction and Implementation of the New Tower shall be subject to and commence only after ATPPL fulfills all the following Condition Precedents to the satisfaction of the Development Manager, on or before 23rd January 2018 or such extended date as may be agreed by the Development Manager in writing ("**CP Fulfillment Date**"):

- 4.1.1 Identifying an alternative site on the said Land in the Total Project for club to cater to the requirements of the apartment owners/ occupants of the Total Project so as to move the club out of New Tower;
- 4.1.2 ATPPL shall have obtained a no objection letter from RWA, as per provisions of RERA and other Applicable Laws, regarding:
- (i) revision of existing sanctioned site plans of the Total Project for shifting club to a location outside the New Tower and Portion 'B' Land;



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- (ii) location of New Tower proposed to be developed on Portion 'B' Land; and
 - (iii) services, facilities, utilities and amenities for New Tower that are to be shared with the services, facilities, utilities and amenities for the Total Project.
- 4.1.3 ATPPL shall have applied for and obtained registration of the New Tower as separate phase with Regulatory Authority after prior scrutiny and review of applications and submission by the Development Manager;
- 4.1.4 ATPPL shall have applied for obtaining a letter/ NOC from DHFL in form as required and to the satisfaction of the Development Manager keeping Development Manager in loop in all communication/ correspondence with DHFL, for confirming that (i) the mortgage and charge on Unsold Area and on any additional FAR/FSI for the New Tower has been released, and (ii) that DHFL has no charge, mortgage, lien or other encumbrance on the Unsold Area;
- 4.1.5 ATPPL shall have finalized the area dimensions jointly with the Development Manager and carried out on site demarcation;
- 4.1.6 ATPPL shall have erected a temporary fencing for clearly demarcating the Portion 'B' Land as agreed with and at the cost and expense of the Development Manager;
- 4.1.7 ATPPL shall have provided to the Development Manager, the certified true copies of original documents in respect of the New Tower such as revised sanctioned site plan, revised sanctioned building plans and other Approval(s); and
- 4.1.8 ATPPL shall have completed requisite corporate and statutory compliances including but not limited to (i) passing of board resolution and special resolution by the shareholders, obtaining no objection letter / consent from all shareholders and necessary resolutions passed by the board of directors, for authorizing and permitting the the Development Manager to provide the Development Services and opening and operation of various



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New Tower related bank accounts, (ii) filing of requisite forms with the Registrar of Companies (ROC), and (iii) provided copies of all such resolutions, Approvals and NOC etc. to the Development Manager;

4.1.9 ATPPL shall have executed and registered if so required the Power of Attorney in the form attached herewith as **Schedule VII** and such other documents as may be required by the Development Manager in furtherance of the transactions contemplated herein;

4.1.10 ATPPL shall have opened the various Bank Accounts in respect of the New Tower Project in terms of this Agreement and issued requisite irrevocable instructions and authorisations permitting the nominee(s) of Development Manager to operate and manage such accounts

4.2. It is clarified that any waiver/ deviation/ modification of the Conditions Precedent as mentioned above at Clause 4.1 will only be as required and as per the sole discretion of the Development Manager.

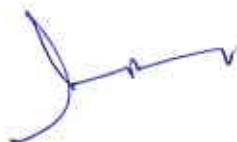
4.3. In case the non fulfilment of all the Conditions Precedent as mentioned above at clause 4.1 to the satisfaction of the Development Manager within prescribed timelines and the Development Manager grants an extension in writing for the fulfilment of all the Conditions Precedent to ATPPL then ATPPL shall pay to Development Manager at the rate of Rs.10,000/- (Rupees Ten Thousand only) per day for each day of such extended period till the fulfilment all the Conditions Precedent to the satisfaction of Development Manager.

5. **OPENING AND OPERATION OF BANK ACCOUNTS FOR THE NEW TOWER PROJECT**

5.1 It is hereby agreed between the Parties that all the amounts/ monies towards Total Receivables will be deposited/ collected in a project specific dedicated no lien collection escrow account (hereinafter referred to as "**New Tower Collection Account**") only.

5.2 No other account except the New Tower Collection Account shall be opened for depositing / collection of any / all of the Total Receivables.

5.3 The bankers of New Tower Collection Account shall have / be issued clear instructions for (i) automatic sweep of 70% (seventy percent) of the collections in



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the New Tower Collection Account on a daily basis to another designated project escrow account of ATPPL operated and controlled by the Development Manager (hereinafter referred to as "**Designated Project Account**") and (ii) automatic sweep of balance 30% (Thirty Percent) of all amounts/ payments / monies received in the New Tower Collection Account to another designated bank account of ATPPL operated and controlled by the Development Manager (hereinafter referred to as "**Balance/ Surplus Account**").

- 5.4 Subject to compliance of RERA and applicable rules and regulations the future cost and expenses required for Construction and Implementation shall primarily be met from the Designated Project Account including those incurred by the Development Manager in discharging its roles and responsibilities with respect to the New Tower Project.
- 5.5 Any and all payments and distributions from the Designated Project Account shall be as determined and decided by Development Manager without any interference / requirement of approval from ATPPL. Subject to compliance with Real Estate (Regulation and Development) Act, 2016 and other applicable laws, rules and regulations, the distribution / outflows from the collections in this Designated Project Account shall be made towards the following heads / items:
- i. Payment of future taxes and government dues related to the New Tower Project;
 - ii. Interest / repayment of funds infused / arranged by the Development Manager for New Tower Project;
 - iii. Payment of all contractors, vendors and other third party contracted henceforth for and on behalf of ATPPL for Construction and Implementation including but not limited personnel/ consultants engaged for services e.g. consultant costs like architects and design cost, QS/PMC fees, other consultant's fees;
 - iv. Raw material and other construction related cost;
 - v. All costs required to be paid to Regulatory Authorities for additional FSI;
 - vi. Marketing costs (collaterals, promos & Brokerages & personnel etc.);
 - vii. Cost for infrastructure and amenities in the New Tower Project electricity costs, water & sewage treatment & recycling system costs;
 - viii. And such other costs as are required to be incurred by the Development

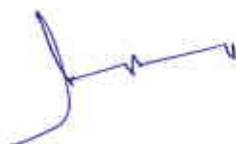


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Manager for Construction and Implementation of New Tower and any other overheads and cost and expenses related to New Tower Project; and

ix. Payments towards Development Manager Fee.

- 5.6 The Development Manager shall be paid and entitled to a minimum monthly withdrawal/ transfer of Rs.20,00,000 (Rupees Twenty Lakh only) from the Balance/ Surplus Account and subject to RERA compliance/provisions from the Designated Project Account towards payments of Development Manager Fee to a designated account of Development Manager. The Development Manager shall be fully authorized to use and deal with the funds/ monies/ amounts lying in the Balance/ Surplus Account in any manner he deems fit and proper including but not limited to utilizing the such funds/ monies/ amounts towards payments for Construction and Implementation and/ or withdrawal/ transfer of further sums towards Development Management Fee to the designated account of Development Manager. In case of shortfall of funds, if any, in the Designated Project Account and such utilization and requirement for transfers shall be as may be determined and decided solely by the Development Manager from time to time.
- 5.7 The final reconciliation of accounts shall be done at the end of the Term and the balance withdrawable/ surplus amounts remaining in the Designated Project Account and the Balance / Surplus Account at the end of Term shall also be transferred to Development Manager and accounted towards the balance Development Manager Fee.
- 5.8 The Development Manager will decide the timing and arrange for funds required for Construction and Implementation to meet any shortfall in Receivables/ collections from sales in the New Tower Project. The Development Manager shall be entitled to withdrawals from the Designated Project Account subject to RERA compliance and from the Balance/ Surplus Account for payment of interest, if any and retirement of the funds so arranged for the New Tower Project.
- 5.9 It is specifically understood and confirmed by ATPPL and its promoters that the utilization of any/ all of the Total Receivables shall be only Construction and Implementation and payment of Development Manager Fee pursuant to terms herein and no part therefore will be available, required and/ or utilized for the payment/ retirement of any past, present or future loans availed and/ or liabilities and payments due, outstanding and/ or incurred by ATPPL for New Tower or any



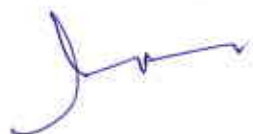
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other part of the Total Project and/ or said Land or any other liabilities of ATPPL and/ or its group concerns. ATPPL/ its promoters shall not be paid any amounts / funds from the Total Receivables and further shall not be entitled to any utilization thereof as ATPPL has already utilized the monies/ amounts already received and collected from the Existing Allottees till date of this Agreement against the consideration of the Booked Units.

6. APPROVALS AND CONSENTS

- 6.1 It is hereby agreed that all the requisite Approvals and/or revisions to Plans as finalized by the Developer Manager will be applied for and received in the name of ATPPL. ATPPL shall appoint its representative as a signatory to affix his or her signatures on the ATPPL's behalf on any documentation required to be submitted to various statutory bodies for the purposes of receiving such Approvals and/or Plans.
- 6.2 ATPPL shall be responsible for obtaining / procurement of all Approvals and/or Plans including management and liaisioning activities in respect of application and follow up in respect of all Approvals and/or Plans and shall procure such revisions to the sanctioned building plans for New Tower as proposed and required by Development Manager.
- 6.3 ATPPL shall be responsible for obtaining / procurement of all approvals, consents, NOC etc. from the customers/ allottees or such other persons in this respect, in accordance with and as may be required in terms of Applicable Laws, towards the Approvals, redesigning, revisions of Plans, change in specifications etc. ATPPL shall be solely responsible and liable for and will incur all claims, penalties, fees, costs, expenses etc., which may arise from such Existing Allottees and allottees of remaining Total Project or such other persons and/or for failure to obtain such approvals, consents, NOC etc., and shall hold the Development Manager harmless and indemnified in this regard. However, the Development Manager will co-operate with ATPPL in procurement of the approvals, consents etc. and renewal thereof.
- 6.4 ATPPL will execute a Power of Attorney in favour of the Development Manager and his authorized nominee(s) / representative(s) to enable the Development Manager to enter into the Portion 'B' Land and for granting requisite authorizations required to undertake and complete the obligations assumed under this Agreement.



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7. CLAIMS AND LIABILITIES

- 7.1 ATPPL hereby represents and confirms that except the deed of simple mortgage dated 01.10.2014 executed and registered in favour of M/s Dewan Housing Finance Corporation Limited, a company incorporated under the provisions of Companies Act, 1956 having its registered office at Warden House, 2nd Floor, Sir P.M Road, Mumbai- 400 001 ("DHFL"), against the security of the said Land and Total Project, there are no subsisting liabilities / claims over the said New Tower Project and remaining Total Project. ATPPL hereby represents and confirms it has disclosed to the Development Manager all existing liabilities / claims over the said New Tower Project and remaining Total Project.
- 7.2 ATPPL shall be responsible and liable for (i) any existing / pending claims or claims likely to be raised / instituted in future for any reason whatsoever, including but not limited to delay in delivery by the existing and/ or prospective customers/ allottees of the Total Project and (ii) any existing / pending claims or claims likely to be raised / instituted in future by the Existing Allottees of the Booked Units for any amounts in respect of the revision of the timeline for completion of Booked Units. For clarity, any commitment of delivery by ATPPL to the Existing Allottees for the Booked Units shall be amended and brought in line and conformity with the Revised Construction Period for New Tower. Any compensation for change in such date shall be the sole responsibility and liability of ATPPL and the Development Manager shall be kept indemnified by ATPPL in respect thereof. In addition, ATPPL shall indemnify the Development Manager against any and all claims by any customer, vendor, contractor, government authority, financial institutions etc. in this regard.
- 7.3 It is agreed between the Parties that the Development Manager shall have the right to institute, conduct, defend, compromise or abandon any legal proceeding(s) and other matters concerning New Tower Project and/or Portion 'B' Land and ATPPL authorizes Development Manager to appear and act on behalf of ATPPL in all such judicial, quasi-judicial and other Regulatory Authorities. The Development Manager shall be fully authorized to do any such acts in such matters as it deems fit and proper for the smooth Construction and Implementation including but not limited to payment of any amounts towards compensation or otherwise, if imposed by the such judicial, quasi-judicial and/ or Regulatory Authorities. However, all costs incurred by the Development Manager shall be on account of ATPPL and ATPPL shall



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reimburse the amounts paid by Development Manger as such and shall keep the Development Manager indemnified and harmless against any and all Losses regarding the same.

8. OBLIGATIONS OF ATPPL


- 8.1 ATPPL shall be obliged to comply with the following:
- 8.1.1 To provide peaceful, vacant possession of the Portion 'B' Land to the Development Manager on or before the execution of this Agreement.
 - 8.1.2 To clear the Encumbrance on the New Tower Project and Portion 'B' Land as set out in Clause 7.1 above within 6 (six) months of the execution of this Agreement.
 - 8.1.3 Keep its title to New Tower Project and Portion 'B' Land clear and marketable during the continuance of this Agreement.
 - 8.1.4 ATPPL shall at all times be responsible and liable as a promoter for compliance with the provisions under RERA. ATPPL shall submit all requisite forms, applications affidavits etc. under RERA to the Regulatory Authorities as per advice and recommendations provided by Development Manager. ATPPL shall submit the development plan, details of works to be executed, proposed amenities and facilities, designs for various internal services and amenities and other details / submissions to be made under RERA and / or any revisions thereof in respect of New Tower Project as prepared by the Development Manager for and on behalf of ATPPL.
 - 8.1.5 The webpage of the New Tower Project on the RERA website and all uploads and updates regarding / relating to the New Tower Project on such webpage shall be maintained by ATPPL as per advise and recommendations provided by the Development Manager.
 - 8.1.6 Procuring relevant approvals /re-approvals /renewals for the New Tower Project as per the plan finalized by Development Manager for commencement, development and completion of the New Tower Project as per the time lines and schedule as agreed by the Parties. ATPPL to obtain revision of existing sanctioned site plans and sanctioned building plans of the Total Project for shifting club to another location in the Total Project outside the New Tower Project and Portion 'B' Land and for changing usage



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of Unsold Areas to commercial and provisioning of additional facilities as proposed and recommended by the Development Manager.

- 8.1.7 The existing approvals /NOCs /permissions, etc., in relation to the New Tower Project, if any, including the sanctioned building plans shall be revised and fresh approvals must be sought by ATPPL, if the Development Manager, in its sole discretion decides accordingly.
- 8.1.8 ATPPL shall be responsible for procuring permissions, NOC, Approvals etc. from the buyers/ allottees of the New Tower Project and Total Project and shall provide all requisite assistance in the event the Development Manager decides to connect any services, facilities and utilities for New Tower Project with the water supply, sewage system, drainage system and other services and utility services of the remaining portion of the Total Project.
- 8.1.9 ATPPL with cooperation of Development Manager shall ensure compliance with all Applicable Laws, rules and regulations applicable for the New Tower Project and marketing thereof (including applicable rules, guidelines/regulations issued by Real Estate Regulatory Authority), and to keep the Development Manager indemnified against all non-compliance, other than non-compliance occurred on account of wilful default or gross negligence of the Development Manager.
- 8.1.10 ATPPL shall be solely responsible for all title related issues pertaining to the said Land, all liabilities of existing stakeholders (ATPPL, tenants, lenders, government, tax authorities, parties claiming any interest in development, etc.) of the Total Project shall be borne by ATPPL and will be responsible for resolving local issues related to the Total Project.
- 8.1.11 ATPPL shall be responsible and liable for ensuring collection of all Receivables and other amounts receivable from the Existing Allottees of Booked Units and shall deposit the such receivables in the New Tower Project Account as per the timelines detailed and described in the Payment Plan attached to this Agreement as **Schedule VIII**.
- 8.1.12 ATPPL shall fully co-operate with the Development Manager in the entire development process.
- 8.1.13 ATPPL shall ensure that none of the legal documents related to design/ construction /approvals will carry name of Development Manager.



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- 8.1.14 ATPPL to provide requisite cooperation and assistance as may be required by Development Manager to raise loan/ take any financial assistance from banks/ financial institutions and other lenders for the purpose of Construction and Implementation by creating charge/ hypothecations in respect of the Unsold Areas of New Tower.
- 8.1.15 ATPPL to provide all other assistance as may be required as per Applicable Laws and as may be requested by Development Manager or any of its third-party contractors for the purposes of executing the New Tower Project.
- 8.1.16 Any/ all communication received from any Regulatory Authority and/ or third party in respect of/ pertaining to New Tower Project shall be communicated promptly to the Development Manager. Any action as may be required for addressing/ replying to such correspondence/ communication shall be as may be determined and suggested by the Development Manager and will be undertaken by ATPPL promptly to ensure that the New Tower Project and Construction and Implementation is not adversely affected.
- 8.1.17 Except as provided under this Agreement, ATPPL shall not appoint any other agency or person for completion of the New Tower Project.
- 8.1.18 ATPPL shall give the Development Manager and its staff/contractors and other agencies free and unrestricted entry to the Portion 'B' Land and support infrastructure for the purpose of implementation of the New Tower Project during the entire period of currency of this Agreement.
- 8.1.19 To give specific authorization, approval or consent to the Development Manager to enable it to discharge its obligations under this Agreement or which the Development Manager believes is in the beneficial interest of the New Tower Project.
- 8.1.20 To comply with all requirements under its Memorandum and Articles of Association and compliances under the Companies Act, 1956/ Companies Act 2013, for entering into this Agreement and for the purposes of the New Tower Project if necessary.
- 8.1.21 To co-operate with the Development Manager in ensuring successful implementation of the New Tower Project, including to provide all information, documentation, instructions, authorizations and assistance, in a timely manner, properly required or reasonably requested by the



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Development Manager in order to enable the Development Manager to carry out its obligations under this Agreement so that there is no adverse impact of any nature whatsoever on the rights of the Development Manager to carry out Development Services in a smooth manner.

- 8.1.22 ATPPL will comply with and adhere to all legal/statutory/taxation compliances including but not limited to Income Tax/ GST (Goods and Service Tax), etc. of the New Tower Project as well as remaining Total Project. ATPPL shall be responsible to deposit the applicable Taxes to the concerned Regulatory Authorities in respect of the Unsold Areas and Booked Units of the New Tower and shall follow the suggestions provided by the Development Manager in this regard. ATPPL shall ensure that there is no non-compliance in this regard which may have an adverse impact (i) on the interest of the Existing Allottees of Booked Units and prospective allottees of Unsold Areas, and (ii) on carrying out smooth Construction and Implementation and / or in the achievement of Revised Completion Period for New Tower.
- 8.1.23 To comply with all Applicable Laws, rules and regulations applicable for the New Tower Project and marketing thereof (including applicable rules, guidelines/regulations issued by Real Estate Regulatory Authority/Reserve Bank of India), and shall not do or cause to be done any act, omission or things which may in any manner contravene or cause breach of any Applicable Laws, rules, bye-laws or regulations or which may amount to misuse / breach of any terms hereto of this Agreement.
- 8.1.24 ATPPL shall not endorse, dispose, transfer and/ or create any third-party rights in the any and/ or all units allocated to Rohtas Projects Limited (having 99.99% shareholding in ATPPL) and its associates out of the Booked Units as more particularly listed out as ROHTAS against the relevant Booked Units in the **SCHEDULE III** attached to this Agreement until the final reconciliation of accounts, payment of the entire Development Management Fee to the Development Manager and fulfilment and discharge of other obligations/ responsibilities undertaken by ATPPL towards the Development Manager under this Agreement to the satisfaction of the Development Manager.



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- 8.1.25 To pay the Development Management Fee and settle the accounts of the Development Manager in accordance with the terms of this Agreement.
- 8.2 ATPPL may visit the New Tower Project site for review and inspection with sufficient prior notice to the Development Manager.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ATPPL

- 9.1 The ATPPL has given the representations and warranties pertaining to the New Tower Project and Portion 'B' Land as more particularly set out in **Schedule IX** to this Agreement.
- 9.2 In addition to the covenants contained elsewhere in this Agreement, ATPPL hereby agrees, acknowledges and covenants that:
- 9.1.1 The design/ building plans for the Total Project including the New Tower have already been made and approved by the concerned Regulatory Authorities. However, if the Development Manager in its sole discretion decides that any changes are required in sanctioned building plans, ATPPL shall obtain requisite approvals, permissions, no objection certificate from the concerned Regulatory Authorities and the Existing Allottees of the Booked Units as well as the allottees of the Total Project.
- 9.1.2 In no event, shall the Development Manager or an Affiliate of the Development Manager be liable for any loss suffered by ATPPL. Further, the Development Manager shall not be held responsible for the performance, non-performance, or gross negligence or any other action, error or omission on the part of any third parties that have contracted with ATPPL in connection with the Total Project, and/or the said Land or their obligations under such contracts.
- 9.1.3 ATPPL shall not, without prior written consent from the Development Manager (i) change the nature of its business; (ii) change its management; (iii) permit or record transfer, encumbrance or creation of any other charge or security interest over its shares; or (iv) sell, pledge, transfer, assign, alienate or grant any further security interest in the New Tower Project and Portion 'B' Land or any part thereof.
- 9.1.4 ATPPL shall be solely liable and responsible to discharge all liabilities towards its existing allottees/ lessees, third parties, bankers, DHFL, etc. with respect




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to the sale/transfer of built-up space/un-built FSI in the Total Project and the Development Manager, its officers, group companies, directors, employees etc. shall not be liable or responsible for any such acts or omissions of ATPPL, its nominees, agents, representatives, employees, workers etc. In respect of the same.

- 9.1.5 ATPPL shall be solely liable and responsible to discharge all liabilities towards DHFL including any payment to be made towards interest and loan amounts and/ or part thereof for the loan availed by creating of a charge on the said Land and Total Project (including the New Tower and Portion 'B' Land).
- 9.1.6 All permissions, Plans and Approval(s) in respect of the New Tower Project and any applications, henceforth, will be made in the name of ATPPL. In case any obstruction/ hindrance is caused in obtaining such permissions and Approval(s) and/ or any action is faced from the Regulatory Authority(ies) due to the name of UPTPL as in the past all permissions and Approval(s) have been in the name of UPTPL, then the ATPPL shall keep the Development Manager indemnified and compensated at all times in this respect.
- 9.1.7 Except for the charge created in favour of DHFL and bookings and allotments in favour of Existing Allottees, no other Person has any right, title or interest in respect of Portion 'B' Land and/ or New Tower Project or any part thereof.
- 9.1.8 There is no order of attachment by the Income Tax Authorities or any other Regulatory Authority under Applicable Laws and no notice or notification for acquisition/ requisition under any law/ act/ statute have been received, served or passed by any Regulatory Authority in respect of Unsold Areas, Portion 'B' Land, New Tower Project and/ or any part thereof.
- 9.1.9 There are no actions, suits, investigations or other proceedings pending or threatened, and that there are no orders, judgments or decrees of any court or governmental authority, judicial or quasi-judicial body, which shall have a material adverse effect on the said Land/ Total Project and/or Portion 'B' Land, Unsold Areas, New Tower Project and/or their ability to consummate the transaction contemplated herein.



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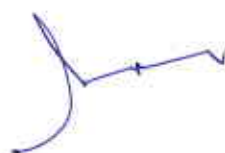
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- 9.1.10 There is no notice of default or breach of any provision of Applicable Laws, Approvals including but not limited to license, sanctioned plans etc. in respect of Portion 'B' Land, New Tower and /or any part thereof;
- 9.1.11 The execution, delivery and performance by the ATPPL of this Agreement and the consummation by it of the transactions contemplated herein (i) have been duly and validly approved by their respective board of directors, (ii) do not violate or contravene any law, rule or regulation applicable to it, (iii) do not violate or conflict with any provision of its memorandum of association or articles of association.

10. RIGHTS AND OBLIGATIONS OF DEVELOPMENT MANAGER

- 10.1 The Development Manager shall provide Development Services (as more particularly set out and detailed in **Schedule V** of this Agreement) diligently and in a timely manner as may be required for the Construction and Implementation within the Revised Construction Period for New Tower and undertakes all obligations as set out in this Agreement.
- 10.2 The Development Manager shall endeavor to achieve completion of Construction and Implementation within a period of 24 (twenty-four) months from 23.01.2018 with a grace period of further 6 (six) months. It is agreed between the Parties that the completion of the New Tower Project and the achievement of the Revised Construction Period for New Tower are dependent upon one or more of the following events:
- i. Changes in designs/ plans of the New Tower Project (i) required by the Development Manager, or (ii) due to addition of extra areas or work, if available due to changes in statutory requirements;
 - ii. Any delay in decisions relating to the New Tower Project or the Development Services from ATPPL, beyond the agreed time schedule;
 - iii. Changes in any Applicable Laws which may affect New Tower Project and/or the provision of Development Services; and
 - iv. Any event of Force Majeure.
- 10.3 The commencement of Construction and Implementation and the completion of New Tower Project within the Revised Completion Period for New Tower Project shall be conditional upon:



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- i. ATPPL obtaining on or before the expiry of 60 (sixty) days from the date of this Agreement revised building plans (*which can be extended on mutual agreement*), all requisite Approvals required for the start of Construction and Implementation by the Development Manager.
 - ii. If the delay in procuring Approvals are happening not because of any inaction / breach of ATPPL and because of some change in rules & regulations by the statutory or any other unforeseen reasons like natural calamities, riots in the local area etc., both the Parties shall mutually discuss and decide to relax the terms and extend the timelines.
- 10.4 The Development Manager shall have the right to construct a site office at the said Land and support infrastructure at the cost of the New Tower Project.
- 10.5 The New Tower Project would be branded as a project managed and marketed by the Development Manager. The Development Manager shall handle the allotment and manage the prospective allottees/ customers of Unsold Areas.
- 10.6 The Development Manager shall have the exclusive right to market, sell, lease, license and manage / otherwise deal with the Unsold Areas and other saleable/ revenue generating areas comprised in the New Tower Project. The Development Manager will provide personnel for the purposes of marketing and to manage site sales.
- 10.7 The Development Manager shall facilitate, provide consultancy and coordinate marketing and selling services for the Unsold Areas and shall be solely entitled to decide the printing material as required for marketing and selling of the Unsold Areas including brochures, fliers etc.
- 10.8 The Development Manager shall be entitled to carry out promotion campaigns and co-ordinate with brokers and estate agents and look after and manage sales of the Unsold Areas.
- 10.9 The pricing of the entire Unsold Areas shall be solely decided by the Development Manager. The Development Manager shall not be required to consult ATPPL for the same and ATPPL shall not raise any objection, claim or demand in respect of the pricing of the Unsold Areas decided by the Development Manager.
- 10.10 The booking amounts, instalments, deposits, receivables, payments, lease rent, license fees and other considerations/ charges further receivable from the Existing Allottees against Booked Units as well as any collections/ Receivables from Unsold



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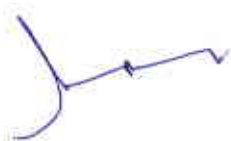


Areas shall be managed by the Development Manager as per terms herein without any claim/ interference from ATPPL.

- 10.11 On the sale of units of the Unsold Areas, title and ownership will pass on to the buyer of the relevant units in the New Tower Project on the terms and conditions negotiated by the Development Manager (acting on behalf of ATPPL) with such buyer. The Development Manager has the sole discretion and is entitled to transfer the entire or any part of Unsold Areas and handover possession, ownership, use and/or occupation of any part or whole of the Unsold Areas to such third party allottee(s) as per Applicable Laws. ATPPL agrees that such allocation of the Unsold Areas and/ or part thereof by the Development Manager is to be treated as direct allotment by ATPPL in favour of such prospective buyer(s), allottees/ third person(s). ATPPL agrees that as and when required by the Development Manager, it shall sign, execute and endorse the booking, sale and transfer related documents in favour of such prospective buyer(s), allottees/ third person(s) as may be advised, recommended and required by the Development Manager.
- 10.12 The Development Manager shall be entitled to decide the name the building of the New Tower Project and to change the name as may be determined fit by the Development Manager. The intellectual property rights any branding/ logos of/ created by the Development Manager which is used in all marketing and advertisement collaterals, logos for the promotion and sale of New Tower Project and building names shall be the exclusive property of Development Manager.
- 10.13 ATPPL is aware and acknowledges that as a part of the development of the New Tower Project, the Development Manager would be investing its own time, financial commitment and expertise and the obligations undertaken by the Development Manager under this Agreement are subject to fulfillment of the obligations undertaken by ATPPL, therefore, any delay in carrying out of ATPPL's obligations would delay the New Tower Project, and could lead to financial losses to the Development Manager and ATPPL shall keep the Development Manager harmless and indemnified in this regard.

11. COVENANTS OF DEVELOPMENT MANAGER

- 11.1. In addition to the covenants contained elsewhere in this Agreement, the Development Manager hereby agrees, acknowledges and covenants that:

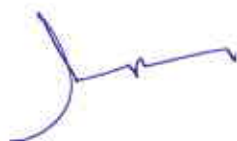


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- 11.1.1. The Development Manager shall cause the Development Services (as more particularly set out in the **Schedule-V** attached to this Agreement) to be performed using reasonable skill and care, and shall use reasonable efforts to cause the New Tower Project to be completed in an efficient, orderly and economical manner within the Revised Construction Period for New Tower consistent with and subject to the terms and conditions of this Agreement.
- 11.1.2. The Development Manager shall supervise the progress of the New Tower Project, including on site supervision, verification of the materials and labor being furnished in connection with the Construction and Implementation so as to be fully competent to approve or disapprove requests for payment made by the architects, consultants, vendor and/ or the general contractor for the New Tower Project, or by any other third party in respect thereof.
- 11.1.3. The Development Manager shall oversee the coordination and administration of the engineers, architects, general contractors, contractors, subcontractors, professionals and consultants employed in connection with the design, entitlement, development, construction, marketing and sale of the New Tower Project.
- 11.1.4. The Development Manager shall cause the general contractor or subcontractors to, accomplish the timely completion in accordance with the Specifications, construction contracts and construction schedules as in effect from time to time.
- 11.1.5. The Development Manager shall perform on behalf of ATPPL any and all other services and responsibilities of the Development Manager which are set forth in any other provision of this Agreement or which are reasonably requested by the ATPPL with respect to the design, development, construction, marketing, management, handling, customers/ allottees and sale of the New Tower Project pursuant to this Agreement and which are within the general scope of the Development Services of the Development Manager described herein.
- 11.1.6. The Development Manager shall meet with the representatives of ATPPL at such times as ATPPL may reasonably request to review progress of the New Tower Project, or review any other matter related to the New Tower



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Project or the Development Services performed by the Development Manager hereunder.

- 11.1.7. The execution, delivery and performance by the Development Manager of this Agreement and the consummation by it of the transactions contemplated herein (i) have been duly and validly approved by its board of directors, (ii) do not violate or contravene any law, rule or regulation applicable to it, (iii) do not violate or conflict with any provision of its memorandum of association or articles of association.
- 11.1.8. It is not restricted in any manner whatsoever, including without limitation, on account of any judicial or governmental order, action or proceeding, or on account of any contractual obligation assumed by it, from undertaking the obligations and entering into this Agreement.

12. SIGNATORY ON CUSTOMER DOCUMENTATION

- 12.1. The booking form, allotment letter, agreement to sell, tripartite agreement with banks for loans availed by customers, sale deed, lease deed etc., in respect of each unit in the New Tower Project shall be executed in the name of ATPPL. It is hereby agreed that the form of each type of customer documentation in respect of any unit/ premises that is the part of Unsold Areas and additional documentation to be executed with Existing Allottees for the Booked Units shall be RERA compliant and the Development Manager shall have the right to pre-approve such drafts/ documentation. ATPPL shall extend requisite cooperation and get the Existing Allottees to sign and execute the additional documents recording the revision/ changes in the terms and conditions applicable to the allotment made to Existing Allottees in view of the understanding and arrangement executed between ATPPL and Development Manager.
- 12.2. Each customer documentation shall require that, *inter-alia*, to the maximum extent permitted under Applicable Laws, the third-party buyers/ customers shall only pursue any claims that they may have under such documents or in connection with the sale, transfer, lease etc., of the units, against ATPPL. In addition, ATPPL shall indemnify the Development Manager against any and all claims by any third-party buyers.



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13. CUSTODY OF DOCUMENTS

- 13.1. To ensure the efficient operation of the New Tower Project, the Development Manager, shall retain on behalf of ATPPL, the originals of all contracts, Approvals, notices, Plans, documents relating to Specifications, books of accounts, records, declarations, statements, writings, forms and other documents in connection with the Project. The Development Manager will provide to ATPPL the access to these documents and copies thereof on request.

14. CONTRACTS

- 14.1 The Development Manager shall decide the Development Services for which appointment of third parties shall be required. The Development Manager agrees to negotiate on behalf of ATPPL all contracts with third parties, which are required in the prudent conduct of performance of Development Services (collectively, the "Contracts"). Without prejudice to the generality of the foregoing, all Contracts will be entered into with Development Manager acting on behalf of ATPPL.
- 14.2 The Development Manager shall be solely entitled to verify each contractor's bills and to make/ issue instructions for release of necessary payments for such bills from the Designated Project Account.
- 14.3 The Development Manager will have the right to appoint marketing and brokerage firm for publicity, advertisement and promotion in various mediums, sale and marketing of the New Tower Project, engineers, architects, sale force etc. required for Construction and Implementation.
- 14.4 Notwithstanding anything contained herein, the prior consent of ATPPL shall not be required and the Development Manager shall be free to deal with such appointments and Contracts.

15. INSURANCE

- 15.1 ATPPL shall maintain and shall cause all the subcontractors to maintain 'All Risks Insurance Policies' at its own cost, as are necessary to cover any damages, personal injuries or deaths of any person arising out of or in the course of the development of the remaining Total Project or any part thereof. ATPPL shall provide a copy of such Insurance policy to the Development Manager, if required by the Development Manager. ATPPL shall keep the Development Manager harmless and indemnified



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against any claims, liabilities, damages, losses etc., arising due to lapse of such insurance policy. However, the Development Manager shall maintain and shall cause all the subcontractors to maintain '*All Risks Insurance Policies*' at its own cost, as are necessary to cover any damages, personal injuries or deaths of any person arising out of or in the course of the development of the New Tower Project or any part thereof and shall keep the ATPPL harmless and indemnified against any claims, liabilities, damages, losses etc., arising due to lapse of such insurance policy.

16. NATURE OF ARRANGEMENT

- 16.1 This Agreement is an agreement on a principal-to-principal basis, and does not constitute a partnership or joint venture or an association of persons or an agency or a contract of employment between the Parties. The Development Manager is an independent contractor and there is no employer and employee or principle and agent relation between ATPPL and the Development Manager.

17. INDEMNITY

- 17.1 ATPPL hereby agrees that it shall keep the Development Manager, its nominees, transferees, directors, officers, employees and contractors, indemnified and harmless from and against any and all claims, demands, losses, damages, dues, cost, expenses, liabilities, proceedings consequences etc. (including fees and charges of legal consultant) (hereinafter collectively referred to as the "**Losses**") suffered by or caused to or incurred by them due to or arising out of or in relation to (i) any defect in title, rights, title, interests and /or entitlements of the ATPPL in respect of said Land and Total Project; (ii) any action which disturbs the peaceful possession of the Portion 'B' Land and/ or results in the stalling of the construction activities of the New Tower on the Portion 'B' Land; (iii) any misrepresentation/ breach of any of its obligations/ responsibilities under this Agreement; (iv) any construction, development carried out by ATPPL and/or their nominees/assignees etc. on said Land; (v) any claim/ demand made by any person, authority and/or entity against the Development Manager and/or in respect of New Tower Project, Portion 'B' Land, Unsold Areas, or any part thereof, and/or (vi) any non-compliance of any Applicable Laws, permissions and Approvals by ATPPL, its contractors etc., in carrying out construction of the Total Project/ part thereof. Further all such claims, demands, Losses etc., shall be met, satisfied, settled



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by the ATPPL, at its own cost and expense and out of their own resources without any liability on the Development Manager.

- 17.2 The Development Manager hereby agrees to keep ATPPL indemnified for any negligence and wilful misconduct on the part of the Development Manager in connect with carrying out the Development Services under this Agreement subject to however that the same is not cause or resulting from non-fulfilment / breach by ATPPL of any/ all its obligations/ responsibilities under this Agreement.

18. TERMINATION

- 18.1 The Parties agree that the Development Manager has and will be investing substantial amounts towards mobilization of resources for performing the obligations under this Agreement and therefore, in the event ATPPL fails to or is unable to fulfill the Conditions Precedents mentioned under Clause 4 of this Agreement and in case of any intervening circumstances due to which the Development Manager is unable to proceed with the Construction and Implementation, then the Development Manager shall, at its sole option, be entitled to terminate this Agreement by giving a notice of 15 (Fifteen) days and any and all amounts paid/ incurred by it in respect of New Tower/ Portion 'B' Land, along with an amount of Rs.4,00,00,000/-(Rupees Four Crore Only) as compensation / liquidated damages.
- 18.2 Further, in case after the operationalization/ commencement of Construction and Implementation, there any intervening circumstances due to which the Development Manager is unable to proceed with the Construction and Implementation, then the Development Manager shall, after due notice of 30 (thirty) days to ATPPL and failure of ATPPL to remove/rectify any obstruction/ intervening circumstances within the 30 (thirty) days' notice period and further grace of further 30 (thirty) days, will be entitled to stop the work with right to payment of interest @ 18% on funds arranged/ incurred by the Development Manager towards Construction and Implementation for the entire intervening period as well as obstruction and stoppage of works. In the event this Agreement is terminated by the Development Manager due to stoppage of work / inordinate delay by ATPPL to provide resolution / remove / remedy the obstruction / intervening circumstances leading to the stoppage of work, ATPPL shall after deducting the amounts already received by the Development Manager towards Development Manager Fee, pay to the Development Manager an amount equivalent



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to the remaining balance Development Manager Fee payable under the terms of this Agreement upto the date of the termination of this Agreement.

- 18.3 ATPPL shall be liable to pay the amounts (payable under Clause 18.1 and 18.2 above) to the Development Manager within a period of 30 (thirty) days from the date of termination notice given by the Development Manager, failing which ATPPL shall be liable to pay interest @ 18% per annum on the due amounts towards Development Manager Fee, which interest shall be calculated from the date such amount becomes payable till the date entire due amount is paid by ATPPL to the Development Manager. Till payment of entire due amount and interest thereon, ATPPL shall not be entitled to create any third party rights on the Portion 'B' Land and/ or New Tower or any part thereof.

19. CONFIDENTIALITY

- 19.1 The Parties recognizes that in the course of the transactions envisaged by this Agreement, they may be privy to certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to the other Party or to its businesses including legal, financial, technical, commercial, marketing and business related records, data, documents, reports, client information, the terms of this Agreement, the details of the negotiations between the Parties (referred to as the "**Information**"). Each Party agrees that it shall:
- i. Keep all Information confidential and shall not, without the prior written consent of the other Party, divulge such Information to any other Person or use such Information other than for the purposes of carrying out this Agreement;
 - ii. Take all steps as may be reasonably necessary to protect the integrity of the Information and to ensure against any unauthorized disclosure thereof;
 - iii. Ensure that all its employees and/or representatives who are given access to the Information for the purposes of performing the obligations under this Agreement shall at all times be bound by legally valid and written non-disclosure obligations under their employment contracts.
- 19.2 The obligations contained in Clause 19.1 above shall not apply to any part of the Information in the case where that part of the Information that is or has become public (other than by breach of this Agreement) and shall not restrict any disclosure



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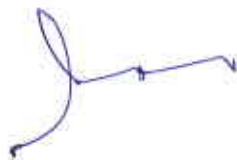
to the extent required by Law or regulation or requirement of a stock exchange or in any offer document or by any court of competent jurisdiction, any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure, provided that, so far as it is lawful and practical to do so prior to such disclosure, the Development Manager shall promptly notify ATPPL of such requirement and cooperate with ATPPL in contesting such disclosure or otherwise in agreeing the timing and content of such disclosure. This confidentiality provision shall survive termination of this Agreement for a period of two (2) years thereafter.

- 19.3 No press release or other public announcement regarding the Total Project/ said Land shall be made without the consent of each of the Parties.

20. DISPUTE RESOLUTION

20.1 Amicable Resolution

In the event of any dispute, differences, controversy or claim, directly or indirectly, arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, construction, performance, validity or termination ("**Dispute**"), then such Dispute shall in the first instance be resolved amicably by senior representatives of the Parties as designated by the respective Party from time to time. If after 30 (thirty) business days of consultation between the representatives as aforesaid, the Parties have failed to reach an amicable settlement, on any or all Disputes, then at the request in writing of any Party to the Dispute, the matter shall be referred to arbitration in accordance with Clause 20.2.



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20.2 Arbitration

In the event that the senior management are unable to arrive at a joint decision on any Dispute within a period of 30 (thirty) business days from the date of reference to them, then such Dispute shall be referred to and finally resolved by arbitration in accordance with this clause.

20.3 The arbitration shall be presided over by a sole arbitrator mutually appointed by the Parties and conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended and modified from time to time.

20.4 The venue, seat or legal place of arbitration shall be Lucknow and High Court of Uttar Pradesh shall have jurisdiction for any appeal from to arbitration proceedings.

20.5 The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation. The decision of the arbitral tribunal shall state the reasons for such decision and shall be final and binding on all Parties.

20.6 Notwithstanding the existence of any Dispute between the Parties which is referred to amicable resolution or arbitration, the Parties shall, during the pendency of the amicable discussions or, as the case may be, arbitration, continue to act on matters under this Agreement which are not the subject matter of the Dispute as if no such Dispute had arisen.

21. GOVERNING LAW AND JURISDICTION

21.1 This Agreement shall be governed by and construed in accordance with the laws of India.

21.2 Subject to Clause 20 (*Dispute Resolution*) above, the Courts of competent jurisdiction at Lucknow, India and the High Court of Uttar Pradesh shall have exclusive jurisdiction in all matters, disputes and claims arising out of, or related and/or connected to this Agreement.

22. NOTICES

22.1 All notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by registered or certified mail or by private courier, or facsimile or e-mail,



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Halwasiya Development Pvt. Ltd.
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addressed to the intended recipient thereof at its address given below or to such address as any Party may, from time to time, notify to the other Parties:

To ATPPL:

Attention: Mr. Paresh Rastogi

Address: Flat No. 2, 1st Floor,
F-50-B, Madhu Vihar Extension, Patparganj, New Delhi

Fax: 0522 - 2204885

Telephone : 0522 - 2204884

Email: [•]

To the Development Manager (Halwasiya Development Private Limited):

Attention: Mr. Bharat Halwasiya

Address: Sanskrit Bhawan,
A-10 Qutub Institutional Area, Aruna Asaf Ali Marg,
New Delhi

Fax: 011- 26533169

Telephone : 011- 49500300

Email: ananta@halwasiyagroup.com

- 22.2 Any such notice, demand or communication shall be deemed to have been duly served if given personally, on delivery thereof to the address of the recipient with acknowledgement of receipt, or if served by (i) registered or certified mail shall be deemed to have been served five (5) clear Business Days after it is posted, (ii) private courier shall be deemed to have been served one (1) clear Business Day after it is couriered, or (iii) facsimile transmission or email shall be deemed to have been served on the date of transmission/dispatch. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after any notice has been sent by registered or certified mail such notice shall not be deemed to



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be received until actually received. Evidence that the package containing the notice or document was properly addressed, stamped and put in the post shall be conclusive evidence of posting.

- 22.3 ATPPL shall be entitled to rely on all communications and notices from the Development Manager representative conclusively as communications and notices from the Development Manager but may, at its discretion, demand authorization for one or more communication or notices from the board of directors of the Development Manager. The Development Manager shall rely only on communication or notices which are either (A) in writing and signed by a majority of the directors of ATPPL; or (B) in writing and signed by an individual specifically authorized for the purpose of the matter in writing by a majority of the directors of ATPPL.

23. MISCELLANEOUS

23.1 Assignment

ATPPL shall not assign any rights or obligations hereunder without the prior written consent of the Development Manager. However, it is agreed between the Parties that the Development Manager is entitled to assign any and/or all its rights, entitlement, interest and/ or obligations under this Agreement to any third Party / person on terms and conditions as the Development Manager may deem fit after obtaining prior consent of the same from ATPPL. ATPPL agrees and acknowledges that such consent shall not be unreasonably withheld and the ATPPL shall, upon request by the Development Manager, execute such documents and NOC as may be required by the Development Manager for giving effect to such an assignment.

23.2 Costs and Expenses

Each Party shall bear its own costs and all out of pocket expenses in connection with the preparation, negotiation and execution of this Agreement. Each Party shall bear the costs of their respective legal counsels. However, any stamp duty and registration costs payable on this Agreement shall be borne equally by the Parties.

23.3 Severability

If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the Consideration moving from any party



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hereto to the other(s), and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

23.4 Further Acts

Each of the Parties undertakes to cooperate, execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement. ATPPL shall co-operate with the Development Manager and provide all reasonable assistance as may be requested by the Development Manager, from time to time, in connection with the Development Services.

23.5 Variation

No variation or amendment of this Agreement shall be valid and binding unless such variation or amendment is recorded in a written document executed between the Parties.

23.6 Waivers

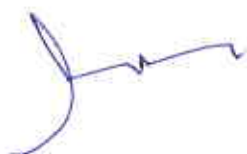
Unless otherwise provided for in this Agreement, no failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

23.7 Counterparts

This Agreement shall be executed in two or more counterparts each of which shall constitute the original but all of which when taken together shall constitute one and the same Agreement.

23.8 Entire Agreement

This Agreement represents the entire agreement between the Parties with regard to the matters contained herein and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein provided.



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23.9 Remedies

The Parties agree that, a Party shall have the right to seek specific performance of obligations under this Agreement. Any remedies provided hereunder for a default shall be without prejudice to any other rights and remedies available under Law or in equity.

(SIGNATURE PAGE FOLLOWS)

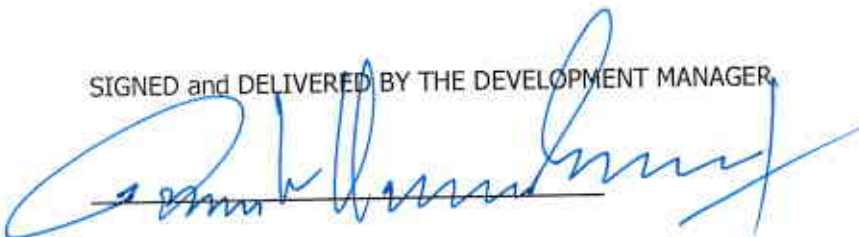
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS UNTO THESE PRESENTS ON THE DAY OF THE MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED BY ATPPL/ PROMOTER



Through its Director

SIGNED and DELIVERED BY THE DEVELOPMENT MANAGER



Through its Director/ Authorised Signatory

WITNESSES

Halwasiya Development Pvt. Ltd.

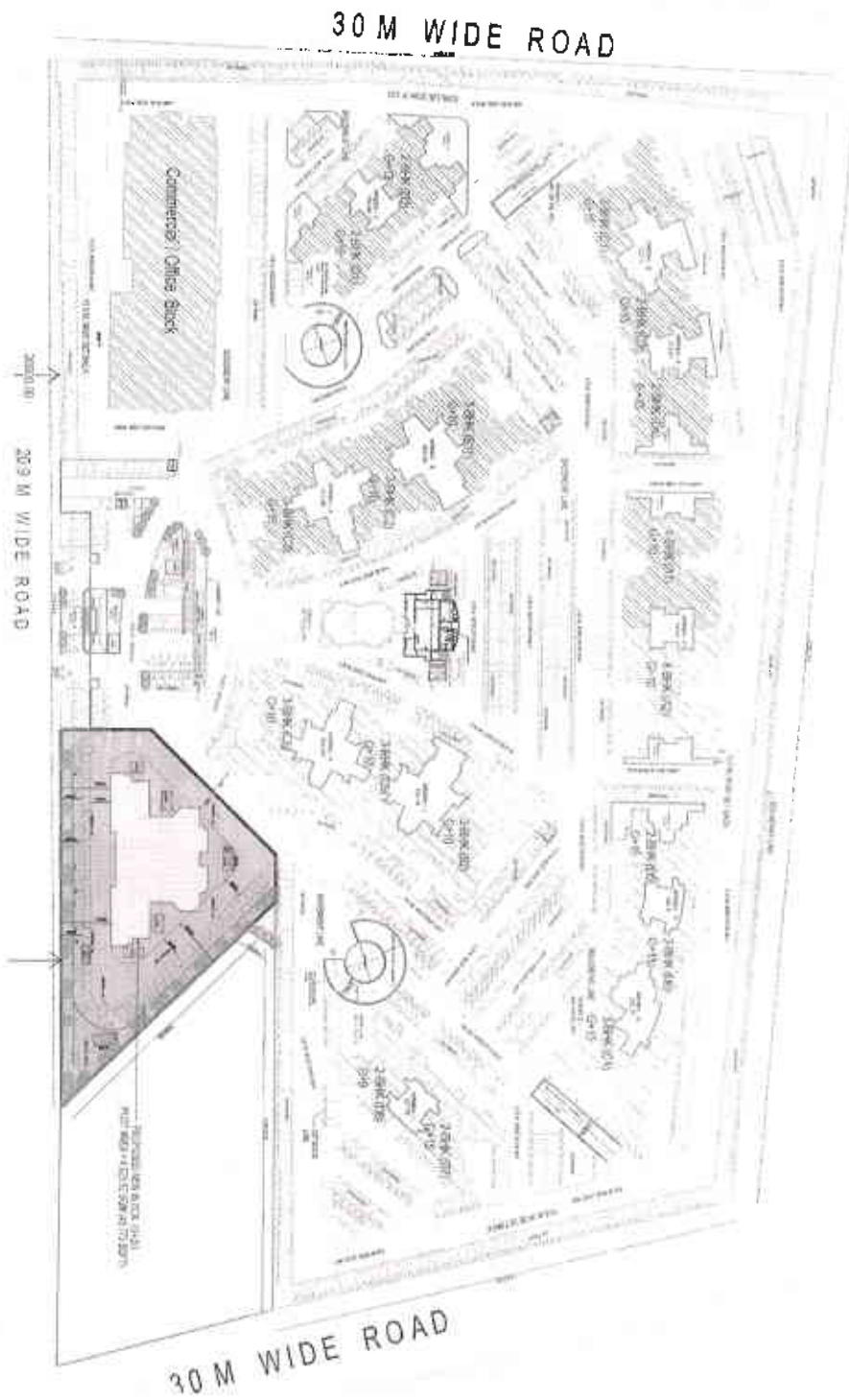
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Schedule I

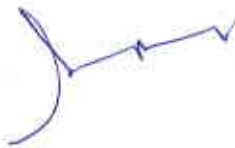
PLAN DEPICTING SAID LAND AND THE PORTION 'B' LAND



Schedule II

NEW TOWER FSI AND ADDITIONAL FAR PRESENTLY AVAILABLE FOR NEW TOWER

PARTICULARS	FSI/ FAR Area Available
NEW TOWER FSI i.e. APPROVED FAR/ FSI FOR NEW TOWER	12941.23 square meters
ADDITIONAL FAR/ FSI AVAILABLE FOR GREEN BUILDING @ 5%	229.63 square meters
ADDITIONAL FAR/ FSI AVAILABLE FOR CLUB & AMENITIES @ 5%	229.63 square meters
COMPOUNDABLE FAR/ FSI @ 10%	1294.12 square meters
TOTAL AVAILABLE FAR/ FSI FOR NEW TOWER	14694.62 square meters



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Schedule III

DETAILS OF EXISTING ALLOTTEES AND BOOKED UNITS

S.No.	Flat no.	Super area(in sq.ft)	Sanctioned Covered Area	Document Status	Name of customers
1	001	10,896.73	8,456.09		UNSOLD
2	101	2,849.00	2,285.53	Booked-Allotment	Mr. Piyush.P
3	102	2,849.00	2,285.53	Booked-Allotment	Mr. Piyush.P
4	103	2,201.00	1,945.44		UNSOLD
5	104	2,201.00	1,945.44		UNSOLD
6	201	2,849.00	2,285.53	Booked-Allotment-ATS	Sairam Infratrade LLP
7	202	2,849.00	2,285.53	Booked-Allotment-ATS	Sairam Infratrade LLP
8	203	2,201.00	1,945.44	Booked-Allotment-ATS	Sairam Infratrade LLP
9	204	2,201.00	1,945.44	Booked-Allotment-ATS	Sairam Infratrade LLP
10	301	2,849.00	2,285.53	Booked-Allotment	Mrs. Manju Kushwaha
11	302	2,849.00	2,285.53	Booked-Allotment	Mrs. Nidhi Maurya
12	303	2,201.00	1,945.44	Booked-Allotment-ATS	Mr. Himanshu Singh
13	304	2,201.00	1,945.44	Booked-Allotment	Mr. J.S Bagga
14	401	2,849.00	2,285.53	Booked	Mr. Surendra Tiwari
15	402	2,849.00	2,285.53	Booked	Mr. Vishal Agarwal

S.No.	Flat no.	Super area(in sq.ft)	Sanctioned Covered Area	Document Status	Name of customers
16	403	2,201.00	1,945.44	Booked-Allotment	Mr. Neeraj Singh
17	404	2,201.00	1,945.44	Booked-Allotment	Mrs. Ruma Rani
18	501	2,849.00	2,285.53	Booked-Allotment	Mrs. Julie Firoz
19	502	2,849.00	2,285.53	Booked-Allotment-ATS	Mr. Piyush Bansal
20	503	2,201.00	1,945.44	Booked-Allotment	Mrs. Julie Firoz
21	504	2,201.00	1,945.44	Booked-Allotment	Mr. J.S Bagga
22	601	2,849.00	2,285.53	Booked-Allotment	ROHTAS
23	602	2,849.00	2,285.53	Booked-Allotment	ROHTAS
24	603	2,201.00	1,945.44	Booked-Allotment-ATS	Mrs. Shipra Srivastava
25	604	2,201.00	1,945.44	Booked-Allotment-ATS	Mr. Pradeep Kumar Dixit
26	701	2,849.00	2,285.53	Booked-Allotment	Mr. Kamlesh Kumar Pandey
27	702	2,849.00	2,285.53	Booked-Allotment	ROHTAS
28	703	2,201.00	1,945.44	Booked-Allotment	ROHTAS
29	704	2,201.00	1,945.44	Booked-Allotment	ROHTAS
30	801	2,849.00	2,285.53	Booked-Allotment	ROHTAS
31	802	2,849.00	2,285.53	Booked-Allotment	ROHTAS
32	803	2,201.00	1,945.44	Booked-Allotment	ROHTAS
33	804	2,201.00	1,945.44	Booked-Allotment	Mrs. Sparshi Singh
34	901	2,849.00	2,285.53		UNSOLD

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S.No.	Flat no.	Super area(in sq.ft)	Sanctioned Covered Area	Document Status	Name of customers
35	902	2,849.00	2,285.53	Booked-Allotment	ROHTAS
36	903	2,201.00	1,945.44	Booked-Allotment	ROHTAS
37	904	2,201.00	1,945.44	Booked-Allotment	ROHTAS
38	1001	2,849.00	2,285.53	Booked-Allotment	ROHTAS
39	1002	2,849.00	2,285.53	Booked-Allotment	ROHTAS
40	1003	2,201.00	1,945.44	Booked-Allotment	ROHTAS
41	1004	2,201.00	1,945.44		UNSOLD
42	1101	2,849.00	2,285.53	Booked-Allotment	Mr. Sandeep Agrawal
43	1102	2,849.00	2,285.53	Booked-Allotment	ROHTAS
44	1103	2,201.00	1,945.44	Booked-Allotment	ROHTAS
45	1104	2,201.00	1,945.44	Booked-Allotment	Mr. Sandeep Agarwal
46	1201	2,849.00	2,285.53	Booked-Allotment	ROHTAS
47	1202	2,849.00	2,285.53	Booked-Allotment	Mrs. Aparna Shukla
48	1203	2,201.00	1,945.44	Booked-Allotment-ATS	Mr. Mukesh Thakur
49	1204	2,201.00	1,945.44		UNSOLD
50	1301	2,849.00	2,285.53	Booked-Allotment	ROHTAS
51	1302	2,849.00	2,285.53	Booked-Allotment	ROHTAS
52	1303	2,201.00	1,945.44	Booked-Allotment	ROHTAS

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S.No.	Flat no.	Super area(in sq.ft)	Sanctioned Covered Area	Document Status	Name of customers
53	1304	2,201.00	1,945.44		UNSOLD
54	1401	2,849.00	2,285.53	Booked-Allotment	ROHTAS
55	1402	2,849.00	2,285.53		UNSOLD
56	1403	2,201.00	1,945.44		UNSOLD
57	1404	2,201.00	1,945.44		UNSOLD

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Schedule IV

BALANCE RECEIVABLE FROM EXISTING ALLOTTEES AGAINST BASIC SALE PRICE OF BOOKED UNITS

Sl. NO.	Blocks	No.	Super area in Sq.Ft.	Name of the customer	Basic sale price	Parking Nos.
					Receivable in Rs.	
1	Stylus	101	2849	Mr.Piyush.P	1,182,330.00	
2	Stylus	102	2849	Mr.Piyush.P	1,182,330.00	
3	Stylus	201	2849	Sairam Infratrade LLP	6,182,330.00	
4	Stylus	202	2849	Sairam Infratrade LLP	6,182,330.00	
5	Stylus	203	2201	Sairam Infratrade LLP	3,638,930.00	
6	Stylus	204	2201	Sairam Infratrade LLP	561,070.00	
7	Stylus	301	2849	Mrs.Manju Kushwaha	3,050,600.00	1.00
8	Stylus	302	2849	Mrs.Nidhi Maurya	12,050,600.00	1.00
9	Stylus	303	2201	Mr.Himanshu Singh	5,862,640.00	1.00
10	Stylus	403	2201	Mr.Neeraj Singh	6,458,175.00	1.00
11	Stylus	404	2201	Mrs.Ruma Rani	9,244,175.00	1.00
12	Stylus	502	2849	Mr.Piyush Bansal	8,549,175.00	1.00
13	Stylus	603	2201	Mrs.Shipra Srivastava	6,594,175.00	1.00
14	Stylus	604	2201	Mr.Pradeep Kumar Dixit	8,983,675.00	
15	Stylus	701	2849	Mr. Kamlesh KumarPandey	8,609,575.00	1.00
16	Stylus	804	2201	Mrs.Sparshi Singh	7,204,175.00	1.00
17	Stylus	1101	2849	Mr.Sandeep Agrawal	9,274,675.00	1.00
18	Stylus	1202	2849	Mrs.Aparna Shukla	885,355.00	1.00

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Sl. NO.	Blocks	No.	Super area in Sq.Ft.	Name of the customer	Basic sale price	Parking Nos.
					Receivable in Rs.	
19	Stylus	1203	2201	Mr.Mukesh Thakur	6,795,316.00	1.00
20	Stylus	304	2201	Mr.J.S. Bagga	-	
21	Stylus	401	2849	Mr.Surendra Tiwari	-	
22	Stylus	402	2849	Mr. Vishal Agarwal	-	
23	Stylus	501	2849	Mrs. Julie Firoz	-	
24	Stylus	503	2201	Mrs. Julie Firoz	-	
25	Stylus	504	2201	Mr.J.S. Bagga	-	
26	Stylus	1104	2201	Mr. Sandeep Agarwal	-	
27	Stylus	16	40832	CIS	35,000,000.00	
					146,369,491.00**	

Note 1 :-

1. Power Connection, Monthly Maintenance Charges, Additonal Parking, Registration, IFMS, Club charges etc will be charges as per actual
2. Area Mentioned above are tentative and actual area measurement to be done at the time of possession
3. Service Tax/ GST Liability to be borne by allottee.

Note 2:- 16 Flats allotted to CIS infratrade & CIS Land Developers, Total Outstanding against 16 Flats are Rs.3.5 (Approx)

Note 3:- **Please note that this amount Is towards basic sale price and additional amounts towards other heads are receivable from allottees.

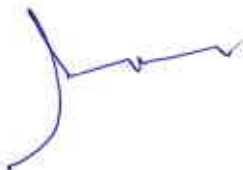
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Schedule V

DEVELOPMENT SERVICES BY THE DEVELOPMENT MANAGER

1. Appointment of architects, contractors, sub-contractors, service consultants for the New Tower Project on behalf of ATPPL;
2. Overall management and coordination required for Construction and Implementation related works, planning, design concept and detailing and otherwise taking all diligent efforts to ensure that all work is performed as per the Plans and Specifications;
3. Monitoring of the construction of the New Tower Project in order to ensure the quality and standards and also ensure that the construction is in accordance with the sanctioned plans including supervision and all other related planning activities on site, maintaining measurement books, certifying the same and maintaining records thereof;
 - a. Consultancy, facilitation and assistance in establishing and implementing a reporting system for maintaining Construction and Implementation related reports;
 - b. Consultancy, facilitation and assistance in marketing, sale and CRM activities, which will include:
 - c. Coordinating with the agencies for preparation and development of marketing and promotional strategies, directly and/or through brokers;
 - d. Coordinating the preparation of designs and preparation of marketing related documents;
 - e. Providing marketing expertise for the marketing of the premises constructed on the Portion 'B' Land;
4. Management and handling of sales accounting, CRM & Receivables;
5. Handling collections of Unsold Areas;
6. Product re-conceptualization and re-design, if required, desirable and determined by the Development Manager;
7. Customer facilitation for possession linked activities; and
8. Handling bill processing, payments, compliances, accounting, financing and banking work related to the New Tower Project.



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**Schedule VI
SPECIFICATIONS**

SEISMIC CONSIDERATION	Considering Zone – IV, Earthquake resistance RCC framed construction
LIVING, DINNING & LOBBY PASSAGE	
Floor	1mX1m Whole body Vitrified tiles
Walls	Pleasing shades of Plastic Emulsion
Ceiling	Plastic Emulsion
BALCONIES	
Floor	Antiskid Ceramic Tiles
Walls/Ceiling	Weather proof Paint finish
KITCHEN	
Walls	Ceramic Tiles upto 2 feet above counter & Plastic Emulsion in balance area.
Floor	Antiskid Ceramic Tiles
Counter	Granite
Fittings/Fixtures	CP fittings SS doubl bowl/Double train board Sink, Exhaust Fan, RO, Chimney
TOILETS (Except Servant's Toilet)	
Walls	Ceramic Tiles till Ceiling
Floor	Antiskid Ceramic Tiles
Counter	Granite in All the toilets
Fittings/Fixtures	Standard: WC & Wash Basin. CP fittings by Jaquar or equivalent.
SERVANT ROOM	
Walls	OBD
Floor	Vitrified Tiles 2'X2'
Ceiling	OBD
DOORS	
Internal	Seasoned Hardwood frames with moulded skin shutters
Entrance Door	Teak Veneered & Polished Shutter
External Doors & Windows	Aluminum / U/PVC
Hardwares	Aluminum
ELECTRICAL	
	Copper Electrical wiring throughout in concealed conduit with provisions for Light point, Power point, TV & Phone Sockets with protective MCBs. Modular switches. Power back up to be provided in each apartment upto 1 KW.
SECURITY SYSTEM	Round the Clock Security
EXTRA FEATURES	Provision of piped gas supply, Provision of piping for Split Air Conditioning.

Note: The above specifications are only indicative & some of these may be changes in consultation with the Architect or equivalent provided at the discretion of the Development Manager.

Halwasiya Development Pvt. Ltd.
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Authorised Signatory

Schedule VII
Agreed Form of Power of Attorney

This Power of Attorney is executed on the [•] day of [•], 2018 at [•] (hereinafter referred to as the "POA")

BY

Andes Town Planners Private Limited, a company incorporated under the Companies Act, 1956, having corporate identity number U70109DL2006PTC152579 and having its registered office at Flat No. 2, 1st Floor, F-50-B Madhu Vihar Extension, Patparganj, New Delhi and project office at _____ Lucknow, Uttar Pradesh (hereinafter referred to as "**Executant**" which expression unless repugnant to the context shall mean and include its administrators, legal representatives, successors - in interest, assigns, etc.) through its Director/ Authorised Signatory, Mr. Paresh Rastogi, duly authorized vide board resolution dated [•];

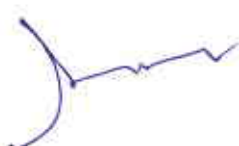
IN FAVOUR OF

_____ (hereinafter referred to as "**Attorney**" which expression unless repugnant to the context of this agreement shall mean and include its administrators, legal representatives, successors - in- interest, nominees, assigns, etc.).

The "**Executant**" and the "**Attorney**" have been individually referred to as such and collectively referred to as "**Parties**" as the context demands.

WITNESSETH AS FOLLOWS:

- A. The Executant has ownership rights to a freehold commercial plot admeasuring 73018.74 square meters bearing Plot No.TCG-3/3 situated at Vibuti Khand, Gomti Nagar Scheme, Lucknow bounded as under:
East: 60 meter wide road
West: TCG-2 & TCG -5
North: 30 meter wide road and part boundary
South: 30 meter wide road
(hereinafter referred to as "**said Land**"). The Approvals for development of a commercial and group housing complex on the said Land have been sanctioned (hereinafter referred to as "**Total Project**").
- B. The sanctioned plans in respect of the Total Project approved by the sanctioning authority vide Permit No. 38264 on 02.06.2015 permits the construction of a new tower comprising of multistoried residential cum commercial tower as per the sanctioned building plans (hereinafter referred to as "**New Tower**" / "**New Tower Project**") to be developed on the identified and demarcated portion of land admeasuring 4,623.92 square meters approximately (hereinafter referred to as "**Portion 'B' Land**" and more clearly depicted in yellow colour in **Schedule I** attached hereto).
- C. The Attorney has agreed to assist the Executant in the construction and development of new tower (hereinafter referred to as the "**New Tower Project**") pursuant to which the Parties have entered into a Development Management Agreement dated [•] (hereinafter referred to as the "**DMA**") for engaging the Attorney, one of the term of the DMA being that the Attorney is to facilitate and assist in the Construction and Implementation.
- D. One of the terms of the DMA is that the Executant shall execute a power of attorney in favour of the Attorney to enable the Attorney to carry out various actions for provision of Development Management Services in relation to the development of the New Tower Project.



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Authorized Signatory



- E. The Parties agree that all capitalized terms used in this POA which are not defined herein shall have the same meaning as ascribed to such terms in the DMA.
- F. In terms of the DMA and in compliance thereof, the Executant is executing this POA in favour of the Attorney to do all such acts, deeds and things as set out herein below.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, WE, Andes Town Planners Private Limited do hereby jointly and severally nominate, constitute and appoint M/s Halwasiya Developments Private Limited, above named, as our true and lawful Attorney, in our name and on our behalf, to do either, all or any of the following acts, deeds and things in regard to the New Tower Project:

1. To enter upon the Portion 'B' Land and take access and control of the same for the purposes of carrying out the development of the New Tower Project;
2. To assist in the Construction and Implementation on the Portion 'B' or any part thereof until the completion of the New Tower Project;
3. To manage the Portion 'B' Land and the facilities constructed upon it and to deposit all types of fees, charges, securities, deposits, demand, dues and taxes with regard to the Portion 'B' Land with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc., and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Portion 'B' Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;
4. To represent and to act on behalf of the Executant, before any Regulatory Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Attorney may desire or deem fit from time to time, in connection with the exercise of the rights vested in it by virtue of the DMA including but not limited to sanctions and approvals of completion certificates, occupancy certificates, transfer permission etc., as required as per the Applicable Laws, rules, regulations, orders, notifications in relation to the New Tower Project or the Portion 'B' Land and for the purposes incidental thereto, and make payment of charges, due and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
5. To carry out the full, free and uninterrupted development of the New Tower Project as per the terms of the DMA and to do various acts, deeds, matters and things in respect of the Portion 'B' Land or the New Tower Project including dealing with State Electricity Board, Town and Country Planning, Municipal Committee, Central/State Government offices and/or public or private utilities;
6. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc., as may be required, including without limitation commencement certificate, drainage certificate, occupation certificate, building completion certificate in respect of the New Tower Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Portion 'B' Land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities, deeds and documents as may be required for the aforesaid purpose;

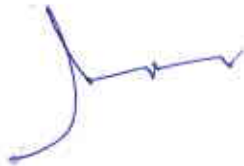


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Authorised Signatory

7. To make and prepare and/or cause to be made and prepared all such Plans, Specifications, maps and designs and/or any alterations, revisions and/ or modifications in the Plans and/or Specifications as may be necessary, required and advisable including for the purpose of sanction of revised building plan, and/or for the purpose of constructing / building on the Portion 'B' Land by utilizing the entire FSI / FAR available in respect of the Portion 'B' Land as has been agreed under the DMA;
8. To manage and market the Unsold Areas and to discuss, negotiate, amend, modify and/ or finalise the terms of booking form, allotment letter, agreement to sell, tripartite agreement with banks for loans availed by customers, sale deed, lease deed etc., in respect of any unit/ premises that is the part of Unsold Areas and revision of existing documentation and additional documentation to be executed with Existing Allottees for the Booked Units ("**Customer Documentation**");
9. To manage and operate the various New Tower Project related bank accounts to be opened for New Tower Project collection and payment and expenses related to New Tower Project;
10. To approve, grant NOC, consents, approvals etc., for any modifications, amendments, changes to the Customer Documentation and grant other requisite authorizations for negotiations and execution of the Customer Documentation;
11. To promote and register the Association of Apartment Owners or Cooperative Society, Limited Company or Organization of such prospective purchasers, in conformity with the Applicable laws, rules, regulations and guidelines issued by the concerned Regulatory Authority and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all other concerned Regulatory Authorities;
12. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the New Tower Project and to carry out the development work in relation to the New Tower Project and to pay the wages, remuneration etc., and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;
13. To sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the building and premises constructed as a part of the New Tower Project and/or obtaining necessary no objection certificates from the said authorities in connection with the New Tower Project;
14. To exercise full, free, uninterrupted, exclusive and irrevocable marketing rights and branding rights in respect of the New Tower Project;
15. To assign / transfer the rights vested in the Attorney under the DMA in favour of any third party at its sole discretion and sign and execute all documents in this regard on behalf of the Executant as may be required to be executed for such assignment / transfer / grant of the rights vested in the Attorney under the DMA in favour of the said third party / assign / transferee;
16. To maintain the New Tower Project and do all such acts, deeds and things as may be required for maintenance of the New Tower Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees / purchasers of the apartments;
17. To sign and file undertaking, as may be necessary, to the municipal corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this Power of Attorney; and



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18. To substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion.

Generally, to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area, units and apartment in the New Tower Project on the Portion 'B' Land and to exercise all rights vesting in the Attorney under the DMA.

AND We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or its substitutes, under the Power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, within the four corners of this general power of attorney, under and by virtue of this these presents.

IN WITNESS WHEREOF, we have executed this POA in the presence of the Witnesses attesting hereunder:

For and on behalf of

Executant



Name: [•]

Designation: [•]

Date: [•]



Halwasiya Development Pvt. Ltd.
Authorized Signatory

Schedule VIII

<u>PAYMENT PLAN</u>	
PLAN B	INSTALLMENT PLAN
Within 30days of agreement start of slab	10,000,000.00
1st Floor	5,000,000.00
3rd floor	5,000,000.00
4th floor	5,000,000.00
5th floor	5,000,000.00
6th floor	5,000,000.00
7th floor	5,000,000.00
8th floor	5,000,000.00
9th floor	5,000,000.00
10th floor	5,000,000.00
11th floor	5,000,000.00
12th floor	5,000,000.00
13th floor	5,000,000.00
14th floor	5,000,000.00
Start of Ext. Plaster work	15,000,000.00
Installation of Lift	10,000,000.00
Start Of external Painting	10,000,000.00
Start of Flooring	10,000,000.00
Electrification	10,000,000.00
External Roads	10,000,000.00
Offer for Possesion	5,000,000.00
CC	5,000,000.00
	150,000,000.00

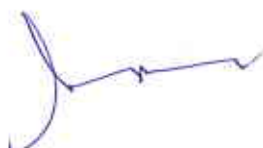
Halwasiya Development Pvt. Ltd.
 Authorised Signatory

Schedule IX
REPRESENTATIONS AND WARRANTIES OF ATPPL IN RESPECT OF THE NEW TOWER
PROJECT AND PORTION 'B' LAND

In addition to the representations and warranties contained elsewhere in this Agreement, ATPPL hereby represents and warrants to the Development Manager that:

1. New Tower Project and Portion 'B' Land:

- 1.1. The ATPPL is solely and exclusively entitled to the freehold rights and is seized and possessed of and is otherwise sufficiently entitled to the New Tower Project and Portion 'B' Land.
- 1.2. In respect of the Portion 'B' Land, the ATPPL represents and warrants to the Development Manager that:
 - (a) ATPPL is entitled to freehold interests and ownership and is in uninterrupted vacant possession and occupation of the Portion 'B' Land free from any encumbrances or Lien except as particularly disclosed under this Agreement. No person other than ATPPL has any right, title and interest in the Portion 'B' Land and that Portion 'B' Land is a vacant property meant for Construction and Implementation of New Tower Project.
 - (b) ATPPL has represented that all required approvals like building plan approval, environment, fire, height, airport authority, etc. are in place. Therefore, construction work can be started as once the RERA registration, revisions to Plans as per requirement of Development Manager and NOC as set out under this Agreement are obtained.
 - (c) ATPPL has not created any Encumbrance or charge over the Portion 'B' Land except the charge in favor of DHFL as disclosed in this Agreement.
 - (d) The Portion 'B' Land is not subject to any covenants, restrictions, stipulations, easements, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties/ person nor is there any agreement to create the same.
 - (e) There exists no distress, charging order, garnishee order, recovery proceedings, as arrears of land revenue or otherwise, execution or other process which a court or recovery officer or similar body or authority may use to enforce termination of the lease / or create any restriction of any nature on the transfer of the Portion 'B' Land or any part thereof in the manner contemplated herein with regard to payment of any debt, tax, duty, cess or outstanding, of any nature whatsoever.
 - (f) ATPPL has not entered into any kind of understanding and/or arrangement and/or agreement with any other person or party, with respect to the Portion 'B' Land except

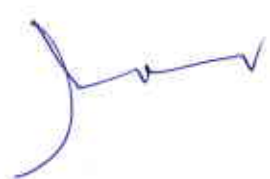


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Authorised Signatory

the area already sold as disclosed in the Schedule III herein.

- (g) The existing construction at the Portion 'B' Land has been done solely by ATPPL and is as per the sanctioned approvals granted by the competent authority to the Project.
- (h) There are no pending disputes, actions, claims or demands with any adjoining or neighbouring owners with respect to any boundary walls and fences, or with respect to any easement, right or means of access to the Portion 'B' Land or their use and occupation or in relation to any neighbouring properties or its use or occupation, nor have ATPPL had any occasion to make any claim or complaint and none are anticipated and ATPPL is not aware of any circumstance that may lead to the same and no notices adversely affecting the Portion 'B' Land has been given or received.
- (i) ATPPL has obtained all the Approvals from the concerned authorities, as may be required, for the commencement of development and construction of the Project, and the same are valid and subsisting.
- (j) Permissible FAR / FSI for Portion 'B' Land is as disclosed in Schedule II.
- (k) There are no disputes, claims, actions, demands or complaints, which are outstanding or are expected by ATPPL in respect of the Portion 'B' Land, and no notices materially affecting the Portion 'B' Land have been given or received.
- (l) There is no other matter of which ATPPL is or ought to be aware, which adversely and materially affects the value/ title/ interest of the Portion 'B' Land or its user or enjoyment or casts any doubt on the right or title of ATPPL thereto, and which has not been disclosed under this Agreement by ATPPL.
- (m) As on date, (i) there are no environmental impediments to the Portion 'B' Land which may be detrimental to the ability of the Development Manager to carry out the Development Services; and (ii) there are no circumstances which would give rise, or are likely to give rise, to any such liability on the part of the Development Manager to make good, repair, reinstate or clean up the Portion 'B' Land or its adjoining environment.
- (n) There are no proceedings instituted by or against ATPPL in respect of the Portion 'B' Land (or any part thereof) by any person or pending before any person/ Regulatory Authority nor is the Portion 'B' Land (or any part thereof) subject to lispendens nor is the subject matter of any notice of lispendens.
- (o) No third party is in adverse possession of the Portion 'B' Land or has acquired or claimed or is acquiring any rights adversely affecting the title of the Portion 'B' Land as of the

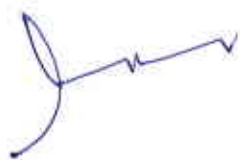


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Halwasiya Development Pvt. Ltd.
Authorised Signatory



date of this Agreement.

- (p) The Portion 'B' Land or any part thereof is not affected by any notice of acquisition or requisition, and there are no claims from any authority with respect to the Portion 'B' Land nor are there any proceedings pending or initiated against ATPPL under the provisions of Income Tax Act, 1961 or any other Law in force in India for the time being.
- (q) Ingress access from the main road to the Portion 'B' Land and egress access from the Portion 'B' Land to main road is available sufficiently, as the case may be.
- (r) There are no third party(ies) claim on the Portion 'B' Land either as developers, lessees, licensees, trespassers or squatters or in any other manner whatsoever on the Portion 'B' Land.
- (s) Compliance at all times been made with all applicable statutes, terms of byelaws, permits, obligations, statutory instruments, conditions, restrictions and requirements with respect to the Portion 'B' Land, its ownership, occupation, possession, use, construction and layout, and there are no payments outstanding with regard to the same.
- (t) Any outstanding liability for the payment of any outgoings of a recurring nature including but not limited to property tax, urban land tax, water tax, sewerage and other municipal charges, and all such outgoings etc., and all statutory arrears, taxes, cess, fees, statutory dues, charges, demands, outstandings, premiums, revenues and all dues and necessary charges to the respective statutory or Regulatory Authority in respect of the Portion 'B' Land upto the date of this Agreement shall be fully paid and discharged by ATPPL and shall keep the Development Manager indemnified for the same.
- (u) The Portion 'B' Land is not subject to any covenants, restrictions, stipulations, easements, licences, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.
- (v) The Portion 'B' Land is not subject to any agreement or right to acquire the same or subject to any option, right of pre-emption, right of first refusal or similar matters the provisions of which remain to be performed and there are no outstanding actions, claims or demands between ATPPL and any third party affecting or relating to the Portion 'B' Land.



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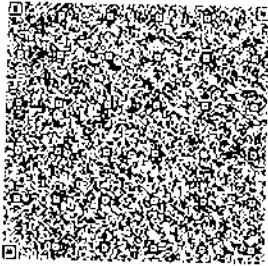
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL90286819591827Q
Certificate Issued Date	: 19-Feb-2018 02:09 PM
Account Reference	: IMPACC (IV)/ dl853303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85330383863608722721Q
Purchased by	: HALWASIYA DEVELOPMENT PVT LTD
Description of Document	: Article 48(c) Power of attorney - GPA
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: HALWASIYA DEVELOPMENT PVT LTD
Second Party	: ANDES TOWN PLANNERS PVT LTD
Stamp Duty Paid By	: HALWASIYA DEVELOPMENT PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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

AGREED FORM OF THE POWER OF ATTORNEY

This Power of Attorney is executed on the 19th day of January, 2018 at Lucknow (hereinafter referred to as the "POA")

BY

Andes Town Planners Private Limited, a company incorporated under the Companies Act, 1956, having corporate identity number U70109DL2006PTC152579 and having its registered office at Flat No. 2, 1st Floor, F-50-B Madhu Vihar Extension, Patparganj, New Delhi and project office at 27/18, Raja Ram Mohan Rai Marg, Lucknow, Uttar

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at: www.shrestamp.com. Any discrepancy in the details on this Certificate and its availability on the website renders it invalid.
2. The onus of checking the authenticity is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Pradesh(hereinafter referred to as "**Executant**" which expression unless repugnant to the context shall mean and include its administrators, legal representatives, successors - in interest, assigns, etc.) through its Director/ Authorised Signatory, Mr. Paresh Rastogi, duly authorized vide board resolution dated 6th October, 2017.

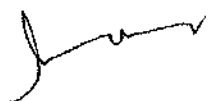
IN FAVOUR OF

Halwasiya Development Private Limited (hereinafter referred to as "**Attorney**" which expression unless repugnant to the context of this agreement shall mean and include its administrators, legal representatives, successors – in- interest, nominees, assigns, etc.).

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- East: 60 meter wide road
West: TCG-2 & TCG -5
North: 30 meter wide road and part boundary
South: 30 meter wide road
- (hereinafter referred to as "**said Land**"). The Approvals for development of a commercial and group housing complex on the said Land have been sanctioned (hereinafter referred to as "**Total Project**").
- B. The sanctioned plans in respect of the Total Project approved by the sanctioning authority vide Permit No. 38264 on 02.06.2015 permits the construction of a new tower comprising of multistoried residential cum commercial tower as per the sanctioned building plans (hereinafter referred to as "**New Tower**" / "**New Tower Project**") to be developed on the identified and demarcated portion of land admeasuring 4,623.92 square meters approximately (hereinafter referred to as "**Portion 'B' Land**" and more clearly depicted in yellow colour in **Schedule I** attached hereto).
- C. The Attorney has agreed to assist the Executant in the construction and development of new tower (hereinafter referred to as the "**New Tower Project**") pursuant to which the Parties have entered into a Development Management Agreement dated 19th January, 2018 (hereinafter referred to as the "**DMA**") for engaging the Attorney, one of the term of the DMA being that the Attorney is to facilitate and assist in the Construction and Implementation.
- D. One of the terms of the DMA is that the Executant shall execute a power of attorney in favour of the Attorney to enable the Attorney to carry out various actions for provision of Development Management Services in relation to the development of the New Tower Project.
- E. The Parties agree that all capitalized terms used in this POA which are not defined herein shall have the same meaning as ascribed to such terms in the DMA.
- F. In terms of the DMA and in compliance thereof, the Executant is executing this POA in favour of the Attorney to do all such acts, deeds and things as set out herein below.



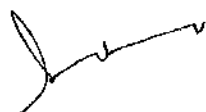
NOW KNOW ALL MEN BY THESE PRESENTS THAT, WE, Andes Town Planners Private Limited do hereby jointly and severally nominate, constitute and appoint M/s Halwasiya Developments Private Limited, above named, as our true and lawful Attorney, in our name and on our behalf, to do either, all or any of the following acts, deeds and things in regard to the New Tower Project:

1. To enter upon the Portion 'B' Land and take access and control of the same for the purposes of carrying out the development of the New Tower Project;
2. To assist in the Construction and Implementation on the Portion 'B' or any part thereof until the completion of the New Tower Project;
3. To manage the Portion 'B' Land and the facilities constructed upon it and to deposit all types of fees, charges, securities, deposits, demand, dues and taxes with regard to the Portion 'B' Land with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc., and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Portion 'B' Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance;
4. To represent and to act on behalf of the Executant, before any Regulatory Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Attorney may desire or deem fit from time to time, in connection with the exercise of the rights vested in it by virtue of the DMA including but not limited to sanctions and approvals of completion certificates, occupancy certificates, transfer permission etc., as required as per the Applicable Laws, rules, regulations, orders, notifications in relation to the New Tower Project or the Portion 'B' Land and for the purposes incidental thereto, and make payment of charges, due and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
5. To carry out the full, free and uninterrupted development of the New Tower Project as per the terms of the DMA and to do various acts, deeds, matters and things in respect of the Portion 'B' Land or the New Tower Project including dealing with State Electricity Board, Town and Country Planning, Municipal Committee, Central/State Government offices and/or public or private utilities;
6. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc., as may be required, including without limitation commencement certificate, drainage certificate, occupation certificate, building completion certificate in respect of the New Tower Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Portion 'B' Land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities, deeds and documents as may be required for the aforesaid purpose;
7. To make and prepare and/or cause to be made and prepared all such Plans, Specifications, maps and designs and/or any alterations, revisions and/ or modifications in the Plans and/or Specifications as may be necessary,



required and advisable including for the purpose of sanction of revised building plan, and/or for the purpose of constructing / building on the Portion 'B' Land by utilizing the entire FSI / FAR available in respect of the Portion 'B' Land as has been agreed under the DMA;

8. To manage and market the Unsold Areas and to discuss, negotiate, amend, modify and/or finalise the terms of booking form, allotment letter, agreement to sell, tripartite agreement with banks for loans availed by customers, sale deed, lease deed etc., in respect of any unit/ premises that is the part of Unsold Areas and revision of existing documentation and additional documentation to be executed with Existing Allottees for the Booked Units ("Customer Documentation");
9. To manage and operate the various New Tower Project related bank accounts to be opened for New Tower Project collection and payment and expenses related to New Tower Project;
10. To approve, grant NOC, consents, approvals etc., for any modifications, amendments, changes to the Customer Documentation and grant other requisite authorizations for negotiations and execution of the Customer Documentation;
11. To promote and register the Association of Apartment Owners or Cooperative Society, Limited Company or Organization of such prospective purchasers, in conformity with the Applicable laws, rules, regulations and guidelines issued by the concerned Regulatory Authority and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all other concerned Regulatory Authorities;
12. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the New Tower Project and to carry out the development work in relation to the New Tower Project and to pay the wages, remuneration etc., and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the said Attorney may desire or deem fit from time to time;
13. To sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the building and premises constructed as a part of the New Tower Project and/or obtaining necessary no objection certificates from the said authorities in connection with the New Tower Project;
14. To exercise full, free, uninterrupted, exclusive and irrevocable marketing rights and branding rights in respect of the New Tower Project;
15. To assign / transfer the rights vested in the Attorney under the DMA in favour of any third party at its sole discretion and sign and execute all documents in this regard on behalf of the Executant as may be required to be executed for such assignment / transfer / grant of the rights vested in the Attorney under the DMA in favour of the said third party / assign / transferee;
16. To maintain the New Tower Project and do all such acts, deeds and things as may be required for maintenance of the New Tower Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees / purchasers of the apartments;



17. To sign and file undertaking, as may be necessary, to the municipal corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this Power of Attorney; and
18. To substitute and appoint in place of the Attorney one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney shall from time to time think fit at its sole discretion.

Generally, to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area, units and apartment in the New Tower Project on the Portion 'B' Land and to exercise all rights vesting in the Attorney under the DMA.

AND We hereby agree and undertake to ratify and confirm all and whatsoever our said Attorney, or its substitutes, under the Power in that behalf hereinbefore contained shall lawfully do, execute or perform in exercise of the powers, authorities and liberties hereby conferred upon, within the four corners of this general power of attorney, under and by virtue of this these presents.

IN WITNESS WHEREOF, we have executed this POA in the presence of the Witnesses attesting hereunder:

For and on behalf of

Executant



Name: Paresh Rastogi

Designation: Director

Date: 19th January, 2018

Witness:



Name: Rakesh Srivastava

Address: P-58 Extension

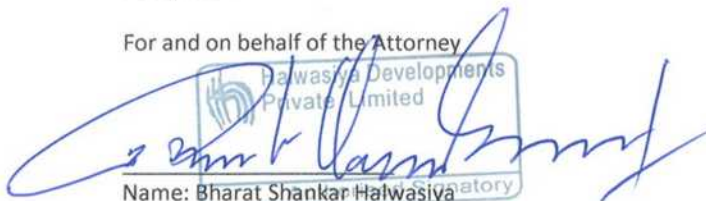
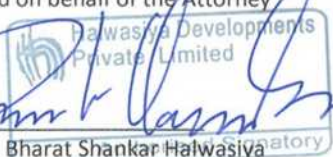
Mohan Garden, Uttam Nagar

Delhi – 110 059

Date:

Accepted:

For and on behalf of the Attorney

Name: Bharat Shankar Halwasiya

Designation: Director

Date: 19th January, 2018

Witness:

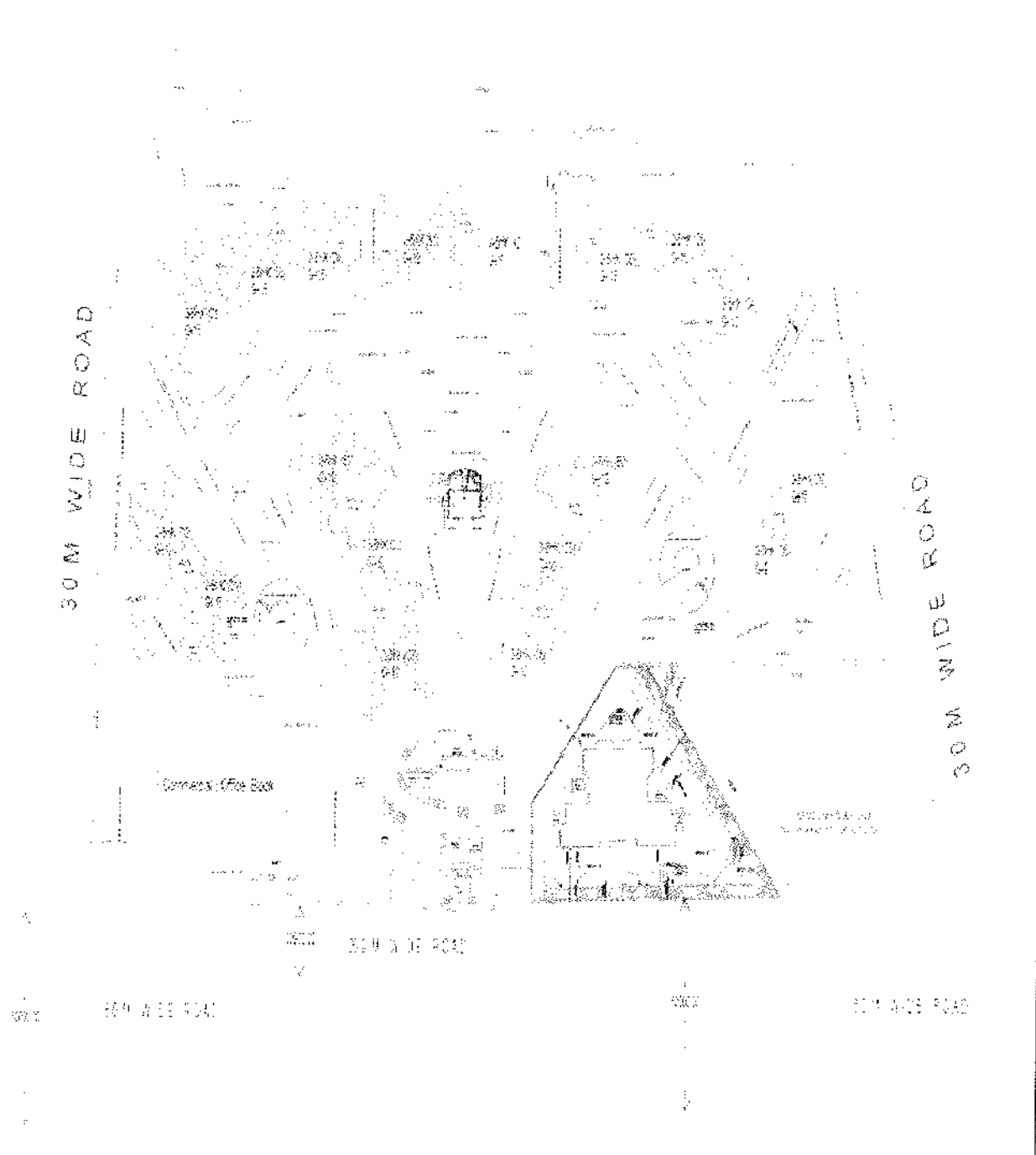
Name:

Address:

Date:

Schedule I

PLAN DEPICTING PORTION 'B' LAND



[Handwritten signature]

**ANDES TOWN PLANNERS
PRIVATE LIMITED**

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CIN-U70109DL2006PTC152579

EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF M/S ANDES TOWN PLANNERS PRIVATE LIMITED HAVING CIN NO. U70109DL2006PTC152579, HELD AT ITS REGISTERED OFFICE SITUATED AT FLAT NO. 2, 1ST FLOOR, F-50-B MADHU VIHAR EXTENSION, PATPARGANJ, NEW DELHI ON 20th DAY OF January 2018

Preamble

The Chairman informed the Board of Directors of the Company that, the Company has entered into a Development Management Agreement dated 19th January, 2018 ("DMA") with **M/s Halwasiya Developments Private Limited**, a company incorporated under Companies Act 1956 and having its office at 4th Floor Cyber Heights, Vibhuti Khand, Lucknow, Uttar Pradesh ("HDPL") for the management of construction and development of multistoried residential cum commercial tower under the name and style of 'Ananta Residences' earlier known as Stylus Tower ("Ananta Residences/ "New Tower Project") to be constructed and developed on the identified and demarcated portion of land and more clearly depicted in yellow color in **Schedule I** attached to the DMA ("Portion 'B' Land") being part of freehold commercial plot admeasuring 73018.74 square meters bearing Plot No.TCG-3/3 situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow ("said Land") bounded as under:

East: 60-meter-wide road

West: TCG-2 & TCG -5

North: 30-meter-wide road and part boundary

South: 30-meter-wide road

The Chairman placed the copy of the executed DMA before the board for reference. The matter of authorizing the persons nominated by HDPL for doing various acts, deeds and things required for the management of construction and development of the New Tower Project was discussed by the Board of Directors of the Company. After discussions the following resolution was passed by the Board of Directors of the Company.

RESOLUTIONS

"UNANIMOUSLY RESOLVED that (i) Mr. Bharat Shankar Halwasiya, son of Mr. Uma Shankar Halwasiya, resident of Sanskrit Bhawan, A-10, Qutab Institutional Area, Aruna Asaf Ali Marg, New Delhi 110067, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL from time to time, be and are hereby authorized to do, jointly or severally, various acts, deeds and things to manage construction and development of the New Tower Project."



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"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to manage the Portion 'B' Land and the facilities constructed upon it and to deposit all types of fees, charges, securities, deposits, demand, dues and taxes with regard to the Portion 'B' Land with any concerned authority and to obtain the receipts, to represent and to act on behalf of the Company before any Regulatory Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as they/ he may desire or deem fit from time to time, including but not limited to (i) obtaining sanctions and approvals of completion certificates, occupancy certificates, transfer permission, no objection certificates etc., as required as per the Applicable Laws, rules, regulations, orders, notifications and (ii) make appeals and contest the same against any demands or assessment etc., and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Portion 'B' Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance, in relation to the New Tower Project or the Portion 'B' Land and for the purposes incidental thereto, and to make payment of charges, due and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid.

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc., as may be required, including without limitation commencement certificate, drainage certificate, occupation certificate, building completion certificate in respect of the New Tower Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Portion 'B' Land for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities, deeds and documents as may be required for the aforesaid purpose."

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to make and prepare and/or cause to be made and prepared all such Plans, Specifications, maps and designs and/or any alterations, revisions and/ or modifications in the Plans and/or Specifications as may be necessary, required and advisable including for the purpose of sanction of revised building plan,



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and/or for the purpose of constructing / building on the Portion 'B' Land by utilizing the entire FSI / FAR available in respect of the Portion 'B' Land as has been agreed under the DMA."

"RESOLVED FURTHER that Mr. Bharat Shankar Halwasiya and HDPL, be and is hereby authorized to open, manage and operate the various New Tower Project related bank accounts to be opened for New Tower Project collection and payment and expenses related to New Tower Project."

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to negotiate, book, allot, manage, market, sell, mortgage, transfer lease and/or license the premises/ units/ areas forming part of New Tower Project, or any part thereof and to discuss, negotiate, amend, modify and/ or finalize the terms of booking form, allotment letter, agreement to sell, tripartite agreement with banks for loans availed by customers, sale deed, lease deed etc., in respect of any unit/ premises/ areas that is the part of New Tower Project and revision of existing documentation and additional documentation to be executed with Existing Allottees for the Booked Units ("Customer Documentation")."

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to execute and enter into Customer Documentation in favor of prospective buyers/ purchasers/ lessees/ allottees/ transferees/ third party etc., for booking, allotment, sale, transfer, assignment, lease, license, mortgage or otherwise dealing in respect of any unit/ premises/ areas that is the part of New Tower Project along with rights to proportionate land for such price and on such terms and conditions as they may think fit and expedient and to execute the relevant documents pertaining thereto."

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to approve, grant no objection certificates, consents, approvals etc., for any modifications, amendments, changes to the Customer Documentation and grant other requisite authorizations for negotiations and execution of the Customer Documentation.

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the building and premises constructed as a part of the New Tower Project and/or obtaining necessary no objection certificates from the said authorities in connection with the New Tower Project."



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"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to exercise full, free, uninterrupted, exclusive and irrevocable marketing rights and branding rights in respect of the New Tower Project."

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to sign and file undertaking, as may be necessary, to the municipal corporation or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this resolution and said DMA."

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally to appear on our behalf before the registrar or sub-registrar or any other authority competent in this behalf, for registration of the conveyance deed, sale deed, lease deed, supplementary agreement, deed of rectification and other deed and documents of any unit/ premises/ areas that is the part of New Tower Project, whether in parts or as a whole, and admit the execution thereof and to present itself 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."

"RESOLVED FURTHER that (i) Mr. Bharat Shankar Halwasiya, and (ii) HDPL through its an authorized representative as authorized by Board of Directors of HDPL, be and are hereby authorized, jointly or severally, to generally do, or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area, units and apartment in the New Tower Project."

"RESOLVED FURTHER that the Company shall be bound by all such acts, deeds and things as the authorized person(s) shall lawfully do, execute or perform in exercise of the authorities and liberties hereby conferred upon".

CERTIFIED TRUE COPY

FOR M/S ANDES TOWN PLANNERS PRIVATE LIMITED


(DIRECTOR)