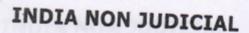
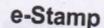
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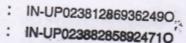


# Government of Uttar Pradesh



स्टाभ्य शुल्क कुंग ५०.५२०३१५०० भ विक्रय पत्र में समायोगित किया गुवा।

छप निवन्धन



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SUBIN-UPUPSHCIL0102854440255655O SURAJ INFRAVENTURES PRIVATE LIMITED

Article 23 Conveyance

KHASRA PLOT NO 249, 253, 255, 317 and 328, VILL-SARSAWA PAR AND TEH AND DIST-LKO

ACHATES BUILDCON PRIVATE LIMITED AND OTHERS

SURAJ INFRAVENTURES PRIVATE LIMITED

SURAJ INFRAVENTURES PRIVATE LIMITED 63,50,020

(Sixty Three Lakh Fifty Thousand And Twenty/only)







FOR KARTIKAY BUILDWELL PYT. LTD.

Base Certificate No.

Account Reference

Property Description

Unique Doc. Reference

**Description of Document** 

Consideration Price (Rs.)

Split Certificate Issued Date

Certificate No.

Purchased by

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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For Andrew Buildoons Pvt. Ltd.

Authorised Signatory

For Acorn Developers Pvt. Ltd.

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Mates Private Limited

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For GEOGRAM PROPERTIES PVT. LTD.

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Suraj Infraventures Pvt. Ltd.

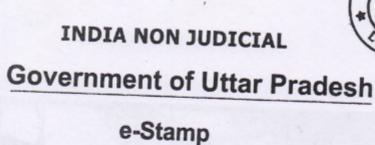
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on the website renders it invalid.
of checking the legitimacy is on the users of the certificate.

In case of any discrepancy please inform the Competent Authority.







Certificate No.

Certificate Issued Date Account Reference Unique Doc. Reference Purchased by Description of Document Property Description

Consideration Price (Rs.) First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

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15-Feb-2017 01:33 PM

SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN

SUBIN-UPUPSHCIL0103481702709080P SURAJ INFRAVENTURES PRIVATE LIMITED

Article 23 Conveyance

KHASRA PLOT NO 249 253 255 317 AND 328 VILL SARSAWA PAR AND TEH AND DIST LUCKNOW

ACHATES BUILDCON PRIVATE LIMITED AND OTHERS

SURAJ INFRAVENTURES PRIVATE LIMITED SURAJ INFRAVENTURES PRIVATE LIMITED

95,22,000

(Ninety Five Lakh Twenty Two Thousand only)



FUCKNON B REGISTAN II

Please write or type below this line----

For KARTIKAY BUILDWELL PVT. LTD.

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For Adom Developers Pvt. Ltd.

Authorised Signatory EMAAR MGF LAND LTD. For GAVEL PROPERTIES PVT. LTD.

luth. Signatory

For Asulech Estates Private Limited

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Suraj Infraventures Pvt. Ltd.

For Achates Buildcons Pv., Ltd.

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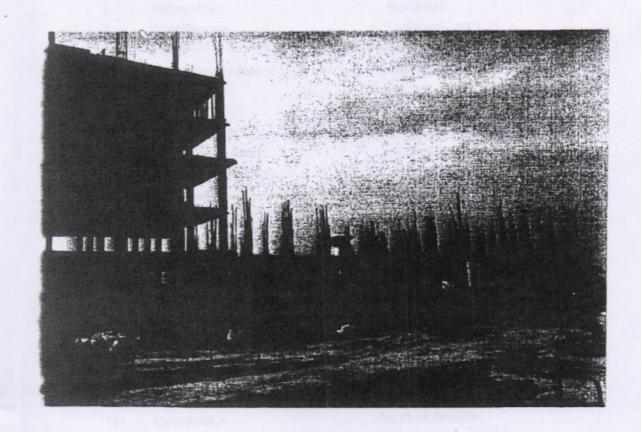
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For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

For Acorn Developers Pvt. Ltd.

Mauthorised Signatory

For GAVEL PROPERTIES PVT. LTD.

Auth. Signatory

For Acutech Estates Private Limited

Auth. Signatory

For Athains Buildeons Pvt. Ltd.

Auto-ordeed Signator

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For EMAAR MGF LAND LTD.

Authorised Signatory

Suraj infraventures Pvt. Ltd.

#### Brief description of the Deed

1.	Nature of land	: Residential
2.	Ward/Pargana	: Lucknow (Code 111)
3.	Village	: Sarsawa ( V code 1126)
4.	Description of Property	: Part of Khasra Plot Numbers as per
	Description of Frequency	Schedule B of this Deed, situated at Village
		Sarsawa, Pargana, Tehsil and District
		Lucknow.
5.	Unit of Measurement	: Square Meter.
6.	Area of Property (land)	: 14,439.29 square meters.
7.	Position of Road (As per Parishisth)	
1.	Position of Road (As per Parishistin)	: More than 500 meters away from Amar Shaheed Path.
	's Other descriptions	"
8. 9.	Other descriptions	: NIL.
9.	Total area of property	
40	(In case of Multi storey building)	: Not applicable
10.	Total covered area	: 3625 Sq. Mt.
11.	Value of Trees	: No trees hence, Not applicable
12.	Boarding/ Well/others	: Not applicable
13.	Year of Construction	: 2016
14.	Whether related to member	(PAN - AACCON ATH) A company agree of
	of Cooperative Housing Society	: No
15.	Consideration	: Rs. 23,44,20,801/=
16.	Market Value (Land)	: Rs. 25,75,85,700/=
	Market Value (Structure)	: Rs.4,35,00,000/=
17.	Stamp Duty Payable	: Rs. 2,10,76,020/=
18.	Stamp Duty paid on agreement	:. Rs. 52,04,000/=
19.	Stamp Duty paid on this deed	: Rs. 1,58,72,020/=
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#### **Boundaries**

North

45 meter wide road

FOR KARTIKAY BUILDWELL PVT. LTD.

Auth Signatory

For GAVEL PROPERTIES PVT. LTD.

For Acutech Estates Private Limited

Auth. Signatory

Auth. Signatory

For Acorn Developers Pvt. L\d.

Authorised Signatory

For Achates Bulldcons Pyt. Ltd.

**Authorised Signatory** 

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For EMAAR MGF LAND LTD.

Authorised Signatory

1

Sura Infraventures Pvt. Ltd.

(Authorited Signatory/Director)

South

Proposed 12 meter wide road and Part of Khasra No.317, 318 and

328

East

Khasra No.-255 (Part) 258 and 257

West

Khasra No.223, 225 and part of 249

No. of First Party (FIRST PARTYs)

: Six.

No. of Second Party (SECOND PARTY)

: One.

No. of Confirming Parties

: One

# Description of the FIRST PARTY :-

- Kartikay Buildwell Private Limited, (PAN AACCK7692K) a company registered under the Companies Act, 1956, having its registered office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001 through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi, authorised vide board resolution dated 10/02/2017;
- Gavel Properties Private Limited, (PAN AACCG5761H) a company registered under the Companies Act, 1956, having its registered office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001, through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi, authorised vide board resolution dated 10/02/2017;
- 3. Achates Buildcons Private Limited, (PAN AAFCA8058E) a company registered under the Companies Act, 1956, having its registered office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001, through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi, authorised vide board resolution dated 10/02/2017;

For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

For GAVEL PROPERTIES PVT. LTD.

Auth. Signatory

For Acutech Estates Private Limited

Auth. Signatory

For Achates Buildcons Pvt. Ltd.

For Acorn Developers Pvt. Ltd.

Authorised Signatory

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For EMAAR MGF LAND LTD.

Authorised Signatory

Suraj Infraventures Pvt. 113.

(Authorised Signator, To

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- Acorn Developers Private Limited, (PAN AAFCA8062N) a company registered under the Companies Act, 1956, having its registered office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001 through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi, authorised vide board resolution dated 10/02/2017;
- Acutech Estates Private Limited, (PAN AAFCA6567L) a company registered under the Companies Act, 1956, having its registered office at 17-B, MGF House, Asaf Ali Road, New Delhi-110002 through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi, authorised vide board resolution dated 10/02/2017;
- Geodesy Properties Private Limited, (PAN AACCG5763F a company registered 6. under the Companies Act, 1956, having its registered office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001 through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi, authorised vide board resolution dated 10/02/2017

# Description of the SECOND PARTY :-

Suraj Infraventures Private Limited, (PAN - AATCS1277P) a company registered under the Companies Act, 1956, having its registered office a 701, 7th Floor, Shalimar Titanium, Plot No: TCG 1/1, Vibhuti Khand, Gomti Nagar, Lucknow - 226010 Uttar Pradesh, through its Authorised Signatory Mr. Ashish Khemka, authorised vide board resolution dated 02 May, 2014.

# Description of the Confirming Parties :-

Emaar MGF Land Limited, (PAN - AABCE4308B) a company registered under the Companies Act, 1956, having its registered office at ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001 through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi, authorised vide board resolution dated 30/08/2016.

### SALE DEED

SALE DEED is being Executed on this 15th day of February, 2017.

For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

For Acutech Estates Private Limite

For Achates Buildcons Pvt. Ltd.

For Acorn Developers Pvt. Ltd.

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For EMAAR MGF LAND LTD.

Authorised Signatory

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#### By & Between

M/s Kartikay Buildwell Private Limited, M/s Gavel Properties Private Limited, M/s Achates Buildcons Private Limited, M/s Acorn Developers Private Limited, M/s Acutech Estates Private Limited, Geodesy Properties Private Limited being companies incorporated under the provisions of the Companies Act, 1956, having their respective registered offices at such places as mentioned in Schedule A of this Deed (hereinafter collectively referred to as the "FIRST PARTY", which expression shall be deemed to mean and include their respective successors and assigns), acting through their respective authorised signatory, represented herein by its duly authorised representative authorised vide board resolution dated 10/02/2017, of the FIRST PART;

#### AND

M/s. SURAJ INFRAVENTURES PRIVATE LIMITED, a company duly registered under the Companies Act 1956, and having its registered office at 701, 7<sup>th</sup> Floor, Shalimar Titanium, Plot No: TCG 1/1, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 Uttar Pradesh, hereinafter referred to as the "SECOND PARTY" (which expression shall, unless, repugnant to the context or meaning thereof, be deemed to include its nominees, successors and permitted assigns), acting through its authorised signatory Mr. Ashish Khemka, authorised vide resolution of the board of directors dated 02 May 2014, of the SECOND PART;

#### AND

EMAAR MGF LAND LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at ECE House, 28 K.G. Marg, New Delhi – 110001 (hereinafter collectively referred to as the "EMGF" or "CONFIRMING PARTY – 2", which expression shall be deemed to mean and include their respective successors and assigns), acting through its authorised signatory Mr. Pankaj Tyagi, authorised vide authority letter dated 30/08/2016 of the THIRD PART.

WHEREAS:

For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

For GAVEL PROPERTIES PVT. LTD.For Acutech Estates Private Limited

Auth. Signatory

Auth. Signatory

For Acorn Developers Pvt Ltd.

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For Achates Buildcons Pvt. Ltd.

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

FCT EMAAR MGF LAND LTD.

Authorised Signatory

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Saraj Infraventures Pythin.

- A. The First Party has purchased land in Village Sarsawa, Pargana, Tehsil and District Lucknow, from various persons and the same has been in possession of the FIRST PARTY.
- The aforesaid FIRST PARTY has conceived, planned and is developing Residential B. Plots, Group Housing, Commercial, Semi Public facility etc. in a scheme known as "GOMTI GREENS", an Integrated Township approved under Integrated township policy of UP Govt. (hereinafter referred to as the "Scheme") on a piece and parcel of land admeasuring 226.37 Acres situated on Villages Sarsawa, Ardauna Mau and Ahma Mau, Pargana, Tehsil and District Lucknow, named as Gomti Nagar Extension, Sector-7, Amar Shaheed Path, Lucknow (hereinafter referred to as "Total Land"). In this regard, the FIRST PARTY has obtained a certificate of registration bearing No.846/CTP/2006 as a private party from the Lucknow Development Authority, Lucknow on 17/08/2006 and License bearing No.02/S.E./2009 dated 28.04.2009 issued by Lucknow Development Authority, Lucknow in its favour for development of the Total Land ("License"). The said license has been duly renewed by the Lucknow Development Authority, vide its letter No. 106/Adhl Aa/H.T.I.G/10 dated 11/11/2010. The Subject Plot is part of the Total Land on which the Second Party/ Confirming Party has done necessary development works. Later, a Detailed Project Report was duly approved by the Lucknow Development Authority, Lucknow on 22/06/2011. Pursuant to this, a Development Agreement dated 24/12/2011 ("Development Agreement") was also executed by and between the Lucknow Development Authority, Lucknow and the FIRST PARTY. Thereafter, layout of the GOMTI GREENS was also approved by the Lucknow Development Authority, Lucknow on 26/12/2011.
- C. Out of the said Total Land, the developed freehold land parcels admeasuring 28989.58 square meters, as set out in Schedule B hereunder written, situated at Village Sarsawa, Pargana, Tehsil and District Lucknow forms part of a group housing plot of the said Scheme. The land parcels which are subject matter of sale under the registered agreement to sell dated 09/05/2014 dufy registered on 16/06/2014, in Book No.1, Jild No.15434, on pages 63 to 142, at Serial No.9584, before the Sub Registrar-II, Lucknow, admeasures 14,439.29 (fourteen thousand, four hundred and thirty nine, point two nine) square meters (hereinafter referred to as the "Subject Plot", and the Subject Plot forms part of and have been carved out of the land parcels admeasuring

For GAVEL PROPERTIES PVT. LTD.

For KARTIKAY BUILDWELL PVT. LTD.

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For Achates Buildcons Pyt, Ltd.

For GEODESY PROPERTIES PVT. LTD.

or GEODESY PROPERTIES PVT. LT

For Acutech Estates Private Limited

July 1

**Authorised Signatory** 

For Acorn Developers Pvt. Ltd.

FCr EMAAR MGF LAND LTD.

Authorised Signatory

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**Authorised Signatory** 

28989.58 square meters set out in Schedule B and the Subject Plot has been depicted in red colour on the Site Plan annexed hereto as Annexure 1. The FIRST PARTY has complete control, ownership, title and possession of the Subject Plot.

As per the duly approved Layout Plan, a Group Housing Complex is to be developed D. on the Subject Plot. The Parties have understood that the total possible Floor Space Index (FSI) is approx. 4,33,630.78 sq. ft. as on date (hereinafter referred to as "Project"), which is calculated on the basis of assumption that the FAR is 2.79, which is subject to further modification. The Subject Plot has been shown in the Site Plan annexed hereto as Annexure 1 and is bounded as under:

#### **Boundaries**

North

45 meter wide road "" "

South

Proposed 12 meter wide road and Part of Khasra No.317, 318 and

East

Khasra No.-255 (part) 258 and 257

West

Khasra No.223, 225 and part of 249

The SECOND PARTY approached the aforesaid FIRST PARTY for acquiring the E. ownership rights over the Subject Plot for the construction of the Project and the FIRST PARTY having considered the proposal of the SECOND PARTY, and pursuant to negotiations among the Parties and representations, warranties and undertakings given by the SECOND PARTY to the FIRST PARTY hereunder, the FIRST PARTY agreed to sell the Subject Plot to the SECOND PARTY for construction, completion and sale of the Project on the Subject Plot on mutually agreed terms and conditions

For GAVEL PROPERTIES PVT. LTD. For Acutech Estates Private Limited

For Achates Bulldcons Pvt. Ltd.

For GEODESY PROPERTIES PVT. LTD.

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Fcr EMAAR MGF LAND LTD.

Authorised Signatory

as incorporated in the aforesaid registered agreement to sell dated 09/05/2014, duly registered on 16/06/2014, before the Sub Registrar II, Lucknow in book No.1, Jild No. 15434, on pages 63 to 142, at serial No.9584.

- That in compliance of the terms & condition stipulated in registered Agreement to sell F. dated 09.05.2014 that the khasra no. 317 area 0.473 Hec. in village sarsawa Lucknow promised to be sold to the second party /purchaser, as per the Agreement to sell dated 09.05.2014, the khasra no. 317 area 0.473 Hec. in village sarsawa Lucknow has been acquired through the sale deed dated 31.05.2016 registered as Bahi no. 1 Jild no. 18485 Pageno. 205 to 246 at serial no. 8506 before the Sub Registrar (II) Lucknow by the confirming party in the meanwhile, in the name of its subsidiary company M/S Geodesy Properties Pvt. Ltd., hence the same has joined as First Party/Seller. The khasra no. and the area all are same as the Agreement to sell'
- The FIRST PARTY represented and warranted that the Subject Plot is free from all G. sorts of encumbrances, charges, litigation, disputes, liens, claims, lease, and the same is not subject matter of any security against loans taken by the FIRST PARTY and the Subject Plot is fully marketable with clear unencumbered and subsisting right, title and interest in favour of the FIRST PARTY.
- Except the FIRST PARTY, no other person has any right title or interest in the Subject H. Plot in any manner whatsoever and FIRST PARTY has full power and authority to sell as aforesaid and to enter into the Agreement to sell and this Sale deed and based on the said assurances, the SECOND PARTY has entered into the Agreement to Sell referred above.

For KARTIKAY BUILDWELL PVT. LTD.

For GAVEL PROPERTIES PVT. LTD. For Acutech Estates Private Limited

For Acorn Developers Pvt. Ltd.

**Authorised Signatory** 

For Achates Buildcons Pvt. Ltd.

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

For EMAAR MGF LAND LTD.

Authorised Signatory

Sur Infraventures Pvt. Ltd.

- 1. The subject matter of the said Agreement and this Sale deed is the "Subject Plot" only. The SECOND PARTY shall be entitled to undertake the constructions, allotment and sale of units/flats to be constructed on the Subject Plot as per the approved plans and subject to the terms and conditions contained in the aforesaid agreement to sell and this Sale Deed.
- J. That it has been mutually decided by the Parties to expedite the process of execution and registration of the Sale Deed in respect of the Subject Plot, in favour of the SECOND PARTY and as per the terms of the aforesaid registered agreement to sell dated 09/05/2014, the SECOND PARTY has offered to make full and final payment of the balance of the consideration, after availing the discount as per the aforesaid Agreement, instead of making the payment in installments, and the FIRST PARTY on its side fully agreed to receive the said full outstanding consideration in one go and thus both parties have agreed to proceed with the signing execution and registration of the sale deed in respect of the Subject Plot on the terms and conditions as contained herein.

# NOW THIS DEED OF SALE WITNESSETH AS UNDER:

 That is hereby mutually agreed and is made clear that the entire terms and conditions, obligations and responsibilities, as incorporated in the aforesaid registered agreement to sell dated 09/05/2014, between the parties shall remain fully effective, subsisting, fully binding on respective parties till their discharge thereof.

For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

For GAVEL PROPERTIES PVT. LTBpr Acutech Estates Private Limited

Auth. Signatory

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For Acorn Developers Pvt. Ltd.

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PROPERTIES PVT. LTD.

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Fcr EMAAR MGF LAND LTD.

Authorised Signatory

Surai Infraventures Pvt. Ltd.

2. That in pursuance of the said agreement dated 09/05/2014 and after availing 12% discount on the balance payable as per the terms of the agreement dated 09/05/2014, the total sale consideration becomes Rs. 23,44,20,801, to be paid by the SECOND PARTY to the FIRST PARTY. The SECOND PARTY has already paid Rs. 4,55,31,232/- to the FIRST PARTY in the following manner as stated i) Rs.2,60,17,847/- received by the FIRST PARTY as referred in recital I of the aforesaid Agreement via DD no. 004048 drawn on HDFC Bank, Tekari Chambers, Lucknow-226001 in the name of " Emaar MGF Land Ltd. The receipt whereof the FIRST PARTY acknowledges, through the aforesaid agreement dated 09/05/2014 & iii) Rs. 1,95,13,385/via cheque dated 19/10/2015 drawn on HDFC Bank, the FIRST PARTY hereby acknowledges the receipt of the same also.

And out of the remaining amount, Rs. 18,88,89,558/- is paid to the FIRST PARTY via DD no.603907 dated 14/02/2017 drawn on HDFC Bank for Rs.3,65,45,360/= in favour of \* Emaar MGF Land Ltd at the time of execution of this sale deed. Another Installment of Rs.9,00,00,000/= paid to the FIRST PARTY via DD no.603832dated 14/02/2017 drawn on HDFC Bank in favour of " Emaar MGF Land Ltd further Rs.6,00,00,000/= paid to the First Party via D D No.603721, dated 13/02/2017, drawn on HDFC Bank in favour of Emaar MGF Land Ltd. at the time of execution of this sale deed, the receipt whereof

For KARTIKAY BUILDWELL PVT. LTD.

For GAVEL PROPERTIES PVT. LTD.

For Achates Buildcons Pvt. Ltd.

For Acorn Developers Pvt. Ltd.

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**Authorised Signatory** 

For GEODESY PROPERTIES PVT. LTD.

FCr EMAAR MGF LAND LTD.

thorised Signatory

the FIRST PARTY acknowledges. 1% Tax Deducted at Source deposited by the second party with Income Tax Authorities to the credit of the First Party Rs.23,44,208/=. in full and final settlement of all the outstanding consideration, the receipt whereof the FIRST PARTY hereby acknowledges. The FIRST PARTY do hereby grant, release, transfer, convey and assign to the SECOND PARTY, the Subject Property sold, described in detailed in Schedule-B enclosed herewith as part of this deed, to the SECOND PARTY for construction, completion and sale of the Project on the Subject Plot on mutually agreed terms and conditions as incorporated in this Deed.

- 3. That the FIRST PARTY hereby assures to the SECOND PARTY that the FIRST PARTY alone has the power to sell the Subject Plot to the SECOND PARTY and that the Subject Plot hereby conveyed to the SECOND PARTY is free from all encumbrances, charges and liens, litigations, disputes and controversies and belongs exclusively to the FIRST PARTY.
- 4. The SECOND PARTY shall, at its own costs and expenses, construct and complete the Project on the Subject Plot subject to terms and conditions under this Deed and market and sell the units/flats of the Project. The SECOND PARTY has represented that it is capable to perform the construction of the Project in the Subject' Plot and it has the relevant experience for the construction of projects as required under Applicable Laws including under the Scheme and the aforesaid Development Agreement.

For KARTIKAY BUILDWELL PVT. LTD.

For GAVEL PROPERTIES PVT. LTD. For Acutech Estates Private Limited

For Acorn Developers Pvt. Ltd.

For Achates Buildcons Pvt. Ltd.

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

For EMAAR MGF LAND LTD.

Authorised Signatory

- The SECOND PARTY shall ensure that there are no breaches in respect of the conditions of the approval, permission and licence etc. granted/to be granted for the construction of the Project on the Subject Plot.
- It is also understood and agreed between the Parties that all compliances in respect of the Subject Plot and the Project shall henceforth be solely of the SECOND PARTY.
- That the SECOND PARTY will be responsible for the electricity supply lines
  from the sub station and load sanction charges for the proposed Project from
  the integrated township electrical sub station.
- That the entire cost of providing fully functional STP in respect of the building constructed by the SECOND PARTY shall be borne by the SECOND PARTY itself.
- 9. The SECOND PARTY shall inform the allottee/purchaser (the "Allottee") of the unit / apartment to be constructed in the Project, that the Allottee may opt for a loan arrangement with any financial institution/bank for the purchase of the unit/apartment in the Project. The responsibility of obtaining loan or financial assistance from any financial institutions/banks or otherwise shall be of the Allottee only however. The SECOND PARTY shall provide all assistance and sign and execute all necessary documents for facilitating ILDWELL PVT. LTD.

For KARTIKAY BUILDWELL PVT. LTD.

FOI GAVEL INDICA

For Acutech Estates Private Limite

Auth. Signatory

Auth. Signator

For Acorn Developers Pvt. Ltd.

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For Achates Buildcons Pvt. Ltd.

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For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For EMAAR MGF LAND LTD.

Authorised Signatory

uraj Infraventures Pvt. Ltd.

such loans/financial assistance, till the execution of sale deed. The SECOND PARTY, if it so desires, shall be free to take necessary actions in order to facilitate provision of housing loans to such Allottees.

- 10. It is agreed and understood that the SECOND PARTY shall pay to the FIRST PARTY part of the maintenance charges of township for using roads and other infrastructural facilities besides the cost of services that is electricity, water, sewer and STP subject to use on pro-rata basis. In case Project is delayed by the SECOND PARTY beyond 54 (fifty-four) months from the date of grant of possession, the SECOND PARTY shall have to bear such costs.
- 11. It is agreed and understood that the SECOND PARTY shall inform the Allottee that the water tax, sewerage tax, house tax, any other tax, charges etc. as and when applicable or demanded by the local authority shall have to be paid by the Allottees on its own if levied separately or on pro-rata basis if the same is levied for the entire township.
- 12. It is further agreed and understood that the SECOND PARTY shall inform the Allottee that the stamp duty, registration fees and other miscellaneous charges incurred in registration process which is to be paid to revenue authority shall be borne by the Allottees in accordance with the prevalent law at the time of registration.

For KARTIKAY BUILDWELL PVT. LTD.

For GAVEL PROPERTIES PVT. LTD.

For Acutech Estates Private Limited

and a

Authorised Signatory

For Achates Buildcons Pvt. Ltd.

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For Apprin Developers Pvt. Ltd.

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Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

For EMAAR MGF LAND LTD.

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Suraj infraventures Pvt. Ltd.

- 13. It is agreed and understood that approvals, permits, sanctions (including fire clearance, fire fighting requirements) which are required from time to time during construction are to be obtained by the SECOND PARTY at its own costs and expenses. The SECOND PARTY shall strictly adhere to the sanctioned layout plans and building plans, and generally of the overall scheme of construction as per the Scheme, for construction of the Project.
- 14. The SECOND PARTY represents, warrants and undertakes to comply with all the statutory requirements for carrying out the construction of the Project on the Subject Plot.
- 15. The SECOND PARTY represents, warrants and undertakes that for construction of the Project on the Subject Plot it shall always abide by and comply with the applicable provisions of (i) Development Agreement dated December 24, 2011 executed between the Lucknow Development Authority and Confirming Party-2, (ii) the U. P. Urban Planning and Development Act, 1973 as amended from time to time, (iii) Uttar Pradesh Housing and Development Board Act, 1965 as amended from time to time, (iv) Real Estate (Regulation and Development) Act 2016 read with Rules notified by the State Government, as amended from time to time (v) building bye laws as applicable in the state of Uttar Pradesh as amended from time to time, (vi) Integrated Township Policy as declared by the Government of Uttar Pradesh

vide G.O. No. 2711/Aath-1-05-34 Vividh/2003 dated May 21, 2005 as For KARTIKAY BUILDWELL PVT. LTD. For GAVEL PROPERTIES PVT. LTD.

For Achates Buildcons Pyt. Ltd.

For Acutech Estates Private Limited

For Acorn Developers Pvt. Ltd.

Authorised Signatory

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amended vide G.O. No. 5873/Aath-1-05-34 Vividh/03/TC-1 dated December 29, 2005 and as amended from time to time, and (vii) any other laws, acts, rules, regulations, orders, notifications, circulars, guidelines, policies alor, J with any amendments thereof enacted or issued by the Government of Uttar Pradesh, Central Government, local bodies, Municipal Corporation, Municipality, village panchayat, local authorities or courts (collectively "Applicable Laws"), whether applicable directly on the SECOND PARTY or on the FIRST PARTY.

- 16. The SECOND PARTY represents, warrants and undertakes that there is nothing contained under Applicable Laws which restricts the SECOND PARTY from entering into this Deed and the SECOND PARTY shall at all times abide by and remain in compliance with the License/Applicable Laws.
- 17. That the SECOND PARTY represents, warrants and undertakes that it shall be liable for compliance of all statutory Laws & the Rules as applicable from time to time e.g. ESI/ EPF/Cess/ Minimum Wages/ Bonus/ Gratuity/ Contract Labour etc.
- 18. The SECOND PARTY hereby represents, warrants and undertakes that it shall comply with all the conditions of the License, various permissions, sanctions, approvals, NOCs, etc., for the Project, including Zoning Plans, Building Plans, layout plan, land use and in general any applicable law relating to the development and construction of the Project. Further, the

For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

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For GAVEL PROPERTIES PVT. LTD. For Acutech Estates Private Limited Auth. Signatory

For Achates Buildcons Pvt. Ltd.

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

For Acorn Developers Pvt. Ltd.

Authorised Signatory

FCT EMAAR MGF LAND LTD.

Authorised Signatory

SECOND PARTY or its nominee, shall not sell, transfer, alienate the Subject Plot, but shall only sell the completed units constructed on the Subject Plot as per the Applicable Laws.

- 19. That SECOND PARTY hereby represents warrants and undertakes to maintain general public liability insurance against claim of personal injuries, death or damage caused to any person or property with respect to visitor, labourers or employees in the said Project during construction. The SECOND PARTY undertakes to fully indemnify the FIRST PARTY against any failure in this regard.
  - 20. The SECOND PARTY represents, confirms, warrants and undertakes that all costs and expenses associated with and/or connected with the construction of the Project on the Subject Plot shall be solely and exclusively bome by the SECOND PARTY.
    - 21. The SECOND PARTY represents, confirms, warrants and undertakes that it shall be the responsibility of the Second Party to get the mutation/change in revenue records of the Subject Plot done in its favour and all costs and expenses associated with and/or connected therewith shall be solely and exclusively borne by the SECOND PARTY.
      - 22. The SECOND PARTY agrees and confirms that the exterior architectural features, its elevation / façade of the Project building on the Subject Plot would be approved by the FIRST PARTY. Besides this, the SECOND PARTY

For KARTIKAY BUILDWELL PVT. LTD.

For Acorn Developers Pvt. Ltd.

Authorised Signatory

For GAVEL PROPERTIES PVT. LTD

For Acutech Estates Private Limited

For Achates Buildcons Pvt. Ltd.

For GEODESY PROPERTIES PVT. LTD.

FCT EMAAR MGF LAND LTD.

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agrees and confirms that the FIRST PARTY shall also fix and convey the levels and services on the ground to connect the Subject Plot. The SECOND PARTY undertakes that it shall also ensure that all the internal services within the Scheme are coordinated with the external services as per the approved sanctioned plans.

23. The SECOND PARTY represents, warrants and undertakes that the SECOND PARTY shall construct the Project within 54 (fifty-four) months from the date of grant of possession of the Subject Plot, subject to Force Majeure. In case, the SECOND PARTY is not able to complete the Project within the said period of 54 (fifty-four) months, the SECOND PARTY may make a written request for further extension of construction period to the FIRST PARTY. However, the FIRST PARTY may, at its sole discretion, accede to the written request of the SECOND PARTY to extend the said period but only upon the SECOND PARTY paying a delay construction charges to the FIRST PARTY calculated at the rate of Rs. 18 (Rupees Eighteen) per sq. yard per month of the Subject Plot for the entire period of delay. These charges may be escalated in case where the delay continues beyond a period of 12 (twelve) months after the grant of first extension and the FIRST PARTY, at its sole discretion, decides to grant further extension beyond 12 (twelve) months. The SECOND PARTY undertakes to construct the Project as per approval and sanctions issued by concerned authorities and to meet all the requirements thereof. In case it is found otherwise then the SECOND PARTY

DWELL PVT. LTD.

For GAVEL PROPERTIES PVT. LTD. For Acutech Estates Private Limited

Auth. Signatory

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Authorised Signatory

For Acorn Developers Pvt. Ltd. For Achates Buildcons Pvt. Ltd.

For GEODESY PROPERTIES PVT. LTD.

Fcr EMAAR MGF LAND LTD.

shall be liable for all the consequences and shall duly and fully indemnify the FIRST PARTY against all the losses arising there from.

- 24. The SECOND PARTY agrees, confirms and undertakes that if any other major infrastructure charges are imposed by Lucknow Development Authority, Lucknow or any other govt. authority/local authorities on the township e.g. flyover, metro train for which the township is directly benefited, the same shall be paid by the SECOND PARTY or its Allotee on pro-rata basis.
- 25. The SECOND PARTY represents that each of the persons executing this Deed on behalf of the SECOND PARTY are duly authorized by the resolution of the board of directors of the SECOND PARTY, and a copy of the resolutions have already been provided to the FIRST PARTY.
- 26. The SECOND PARTY, upon the completion of construction of the Project and obtaining of occupation certificate thereof, shall immediately, but not later than 15 (fifteen) days thereof, intimate the FIRST PARTY in writing. The SECOND PARTY shall file requisite submissions with appropriate authority(s) for compliances, failing which penalty, if any, imposed by any such authority(s), and all consequences arising thereto shall be borne by the SECOND PARTY and shall keep the FIRST PARTY fully indemnified against the same.

For KARTIKAY BUILDWELL PVT. LTD.

Authorised Signatory

For GAVEL PROPERTIES PVT. LTD. For Acutech Estates Private Limited

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or Acorn Developers Pvt. Ltd.

For Achates Buildcons Pyt. Lid.

For GEODESY PROPERTIES PVT. LTD.

For EMAAR MGF LAND LTD.

Authorised Signatory

27. Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the breach of any representations, warranties or undertakings made by the Indemnifying Party in this Deed or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Deed or (ii) a breach of any obligation or covenant of the Indemnifying Party by the Indemnifying Party contained in this Deed. The SECOND PARTY further agrees to indemnify and the keep the FIRST PARTY and its respective officers, directors, agents and employees, etc. indemnified and harmless from and against any and all Damages that may arise on account of the construction activity and/or sale of units in relation to the Project, including but not limited to, claims by Second Party's customers, contractors, government bodies, tax authorities, regulatory authorities, municipal bodies, and other stakeholders, etc.

For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

FOR GAVEL PROPERTIES OVT. LTD.

For Acutech Estates Private Limited

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For Achates Buildcons Pyt. Ltd.

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Authorised Signatory

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

FCr EMAAR MGF LAND LTD.

Authorised Signatory

Suraj Infraventures Pvt. Ltd.

(Authorised Signatory/Director)

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रजिस्द्रीकृरण अधिकारी के इस्ताक्षर

दिनश चन्द्र यदिव उप-निबन्धक (द्वितीय) लखनऊ 15/2/2017



- 28. That no modification, alteration, representation, promise or Agreement in connection with the subject matter of this Deed shall be valid unless made in writing and signed by all the Parties.
- 29. That the SECOND PARTY is responsible for and has borne the stamp duty and registration charges for this Deed.
- 30. That the addresses of the parties given above are their true and correct postal and residential addresses. This deed has been prepared and the identification of the parties has been done on the basis of the documents provided by the parties hence they are themselves responsible for the same.
- 31. That for the purpose of stamp duty and registration charges, the value of the property being sold is assessed as under:-

Total area of land sold is 14,439.29 square metres, the Current Circle Rate fixed by the Collector, Lucknow for the said locality is Rs.22,500/= per square meter. Since the properties is situated on two side road, hence after enhancement of 10% circle rate, which comes to Rs. 24,750/- per sq.mts. by which valuation of 1000 sq.mts. comes to Rs. 2,47,50,000/-, and remaining area 13,439.29 sq.mts. calculated after deduction of 30% in rate i.e. 17,325/- per sq.mts. by which valuation of remaining land comes to Rs. 23,28,35,700/-, thus the total valuation of the said property comes to Rs. 25,75,85,700/-. There is no superstructure/construction provided by the FIRST PARTY over the property sold. There are no trees, well, tube-well provided by the FIRST

For KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

For GAVEL PROPERTIES PVT. LTD.

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For Achates Buildeans Pvt. Ltd.

**Charled Signatory** 

For Acutech Estates Private, Limited

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For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For EMAAR MGF LAND LTD.

Authorised Signatory

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PARTY. Some incomplete super structure measuring approximately (with only the RCC Columns, floor and roof etc and no walls, no wood work, no plaster, or any other kind of finishing work or fittings) has been raised by the second party over the said land after the aforesaid agreement to sell, which being of second quality the same @ Rs.12000/= per square meter has total value of approximately 4,35,00,000/=. Thus the total value of the subject matter of this deed, the land and the incomplete super structure comes to Rs. 30,10,85,700/- say Rs.30,10,86,000/= There is no other value enhancing facility available on the Subject Plot. The consideration is Rs. 23,44,20,801/- after permitting 12% discount on the balance payable. as per the terms of the Agreement to Sell dated 09/05/2014. Thus stamp duty of Rs. 2,10,76,020/-, is payable on this deed, out of which stamp duty of Rs 52,04,000/- has already been paid by the Second Party through the aforesaid Agreement to Sell & the balance starnp duty of Rs.63,50,020/- is being paid on this deed through E-Stamp Certificate No.IN-UP02388285892471O dated 12/09/2016. And Rs. 95,22,000/- is being paid on this deed through E-Stamp Certificate No.: IN-UP 02902588138494P dated 15/02/2017.

31. That this deed has been prepared & identification of parties has been done on the basis of the documents provided by the parties, hence they are themselves responsible for it.

For KARTIKAY BUILDWELL

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FOR GAVEL PROPERTIES PYT, LTD.

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For GEODESK PROBERTIES PVT. LTD.

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For EMAAR MGF LAND LTD.

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ed Signatory/Director)

234,420,801.00 / विक्रय पत्र 257,585,700.00 20,000.00 140 प्रतिफल 20,140.00 मालियत .. फीस रजिस्ट्री कार्तिकेय बि0प्रा0िल0 व अन्य द्वारा अवि0हरा्0 पंकज त्यागी पुत्र श्री जय प्रकाश त्यागी व्यवसाय व्यापार निवासी स्यायी 28 कस्तूरबा गांघी मार्ग न्यू दिल्ली अस्थायी पता ने यह लेखपत्र इस कार्यालय में दिनांक 15/2/2017 वजे निबन्धन हेतु पेश किया। रजिस्ट्रीकरण अधिकारी के हस्ताक्षर दिनेश चन्द्र यादव निप्पादन लेखपत्र बाद सनने व समझने मजमून व प्रिप्त धनराशि स प्रलेखानुसार उक्त .उप-निबन्धक (द्वितीय) विक्रेता लखनऊ 15/2/2017 कार्तिकेय नि0पा0िल0 व अन्य द्वारा अधि0हस्0 सुर्ज इन्फ्रा0पा0लि0 द्वारा अधि0 आशीष खेमका पंकज त्यागी पुत्र भी जय प्रकाश त्यांगी पेशा व्यापार निवासी 28 कस्तूरबा गांधी मार्ग न्यू दिल्ली CONTRACT WAY एमार एम0जी0एक0 लै0लि0 द्वारा अधि0हस्0 भंकज स्यागी (कं0पाटी) पुत्र भी जय प्रकाश त्यांगी पेशा व्यापार वर्षा के अर्थ के विकास निवासी 28 कस्तूरबा गांधी मार्ग लखनक

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## SCHEDULE A

## (List of FIRST PARTY Companies)

S.No.	Company	Registered Office Address		
1.	M/s Kartikay Buildwell Private Limited	ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001		
2.	M/s Gavel Properties Pvt.Ltd.	ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001		
3.	M/s Achates Buildcons Pvt. Ltd	ECE House, 28, Kasturba Gandhi Marg, New Delhi – 110001		
4.	M/s Acorn Developers Private Limited,	ECE House, 28, Kasturba Gandhi Marg, New Delhi-110001		
5.	M/s Acutech Estates Private Limited,	17-B, MGF House, Asaf Ali Road, New Delhi-110002		
6 .	M/s Geodesy Properties Private Limited	ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001		

# SCHEDULE B

# (Description of the Subject Plot)

Total land being agreed to be sold hereunder is 14,439.29 (fourteen thousand, four hundred and thirty nine, point two nine) square meters (the 'Subject Plot'), which from part of and have been carved out of land parcels mentioned in the table below, comprising of Khasra Plot Nos.249, 253, 255, 317, 328 situated at Village Sarsawa, Pargana and Tehsil Lucknow, District Lucknow, and bounded as under :-

For KARTIKAY BUILDWELL PVT. LTD.

For Acutech Estates Private Limited

Auth. Signatory

For Achates Buildcons Pvt. Ltd.

For Acorn Developers Pvt. Ltd.

**Authorised Signatory** 

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

F-T EMAAR MGF LAND LTD.

Authorised Signatory

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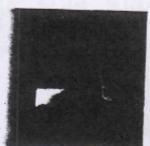
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North

45 meter wide road

South

Proposed 12 meter wide road and Part of Khasra No.317,

318 and 328

East

Khasra No.-255 (Part) 258 and 257

West

Khasra No.223, 225 and part of 249

S.No.	Company Name	Village	Khasra No.	Total Khasra Area (In Hect.)	Total Area Owned by the Company		Area is being transferred through Deed
					In Hect.	In Sq. mt.	In Sq. mt.
1	M/s Achates Buildcons Pvt. Ltd	Sarsawa	249	0.922	0.922	9920	5806.50
2	M/s Kartikay Buildwell Private Limited M/s Acorn Developers Private Limited	Sarsawa	253	0.352	0.352	3520	3385.72
3	M/s Gavel Properties Pvt.Ltd.	Sarsawa	255	0.658	0.658	6580	4287.33
4	M/s Geodesy Properties Private Limited	Sarsawa	317	0.473	0.473	4730	906.99
5	M/s Acutech Estates Private Limited,	Sarsawa	328	0.494	0.494	4940	52.74
			A 2 1	( 1 m	TOTAL	28990	14,439.28

For KARTIKAY BUILDWELL PVT. LTD.

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For GAVEL PROPERTIES PVT. LTD.

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For Acorn Developers Pvt. Ltd.

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For GEODESY PROPERTIES PVT. LTD.

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For EMAAR MGF LAND LTD.

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IN WITNESS WHEREOF the Parties have put their signatures on this Deed on the date above mentioned, in the presence of the witnesses appearing hereinafter. KARTIKAY BUILDWELL PUT. For Achalas transcons Ryt. Ltd.

For GAVEFIB GAR

Auth. Signatory

Panka (Authorised Signatory) Kartikay Buildwell

Pvt.Ltd.

FOURCETA DAVERBERS POR Ltd.

invasignator (Author ad Signatory)

**Gavel Properties** Pvt.Ltd.

(PAN - AACCG5761H)

Pankaj Tyagi Authorised Signatory (Authorised Signatory)

Achates Buildcons Pvt.Ltd.

(PAN - AAFCA8058E)

For Acutech Estates Private Limited

Paukajrisea Signatory (Authorised Signatory) Acom Developers Private Limited, AN - AAFCA8062N)

Pankaj Tyagi (Authorised Signatory) Auth **Acutech Estates Private** 

Limited, (PAN -ANSA6567L)

For GEODESY PROPERTIES PVT. LTD. Pankaj Tyagi

AND A Signatory Auth. Signatory Geodesy Prop

**Private Limited** AACCG576

Surai Infraventures Pvt. Ltd.

Suraj Infraventures Pvt. Ltd. (PAN - AATCS1277P)

**CONFIRMING PARTIES** 

EMAAR MGF LAND LTD.

Pankaj Tyagi (Authorised Signatory) Authorised Signaturar MGF Land Ltd. (PAN - AABCE4308B)

WITNESS 1

Name : Mr. Mahesh Meetal. S/o Late Sri S.M. Meetal

Address: 1/16, Vinay Khand, Gomti

Nagar, Lucknow.

Anup Kumar Gurnanee, Advocate, 5-Rana Pratap Marg, Lucknow-226001.

Mobile No.: 9451321173

WITNESS 2:

Name: Abhay Kumar Khare S/o Late Sri N. K. Khare

Address: Paper Mill Compound, opposite Arif Metro City, Nishatganj

Road, Lucknow.

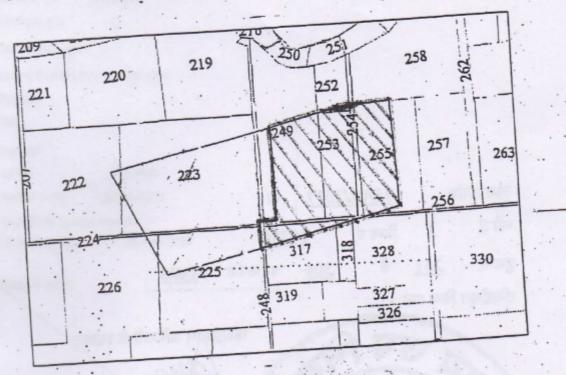
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5-Rana Pratap Marg, Lucknow-226001.



निनव खण्ड गोमती नगर लखनक

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FOR KARTIKAY BUILDWELL PVT. LTD.

Auth. Signatory

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For Achates Buildcons Pvt. Ltd.

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For EMAAR MGF LAND LTD.

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आज दिनांक <u>15/02/2017</u> को वहीं सं <u>1</u> जिल्द सं <u>19380</u> पृष्ठ सं <u>251</u> से <u>304</u> पर कमांक <u>1483</u> - रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीक्र्ण अधिकारी के हस्ताक्षर

बुदिनेश चन्द्र यादव यप-निबन्धक (द्वितीय) लखनऊ

भाग 1

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ु उप-निबन्धक (द्वितीय)

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लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

15-Feb-2017

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लेख का प्रचर

• विक्रय पत्र

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ा रजिस्ट्रीकरण शुक्क 20,000.0

प्रतिलिपिकरण शुल्क : 140

निरीश्वण वा तलाश शुल्क

4. नुकतरनामा के अधिप्रमाणी करण के लिए शुरूक

इ. कमीशन शुल्क

6. विविधि

7. जानिक मता

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जुल्क वसून करने का विनांक 15-Feb-2017

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वापंत करने के लिए तैयार किया

15-Feb-2017

रंजिस्ट्रीकरण अधिकारी के इस्ताकर