2-14223/16



# Government of Uttar Pradesh



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प्रभ निवस्थक क्रिकेट

Base Certificate No.

Certificate No.

Split Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP023812869362490

IN-UP023882727642950

12-Sep-2016 03:17 PM

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

SUBIN-UPUPSHCIL0102854437111909O

SURAJ INFRAVENTURES PRIVATE LIMITED

Article 23 Conveyance

KHASARA PLOT NO-222,223,225,226,249,VILL-SARSAWA,PAR.

AND TEH. AND DISTT-LKO

22,71,01,775

(Twenty Two Crore Seventy One Lakh One Thousand Seven

Hundred And Seventy Five only)

ACHATES BUILDCON PRIVATE LIMITED AND OTHERS

SURAJ INFRAVENTURES PRIVATE LIMITED

SURAJ INFRAVENTURES PRIVATE LIMITED

1,13,76,830

(One Crore Thirteen Lakh Seventy Six Thousand Eight Hundred And

Thirty only)

FOI BALLAD CONBURECHUM ENDPERTIES PVT. LTD.

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GAVEL PROPERTIES PVT. LTD.

For Guru Rakha Projects Projetti AKE DEVELOPERS, PVT. LTD.

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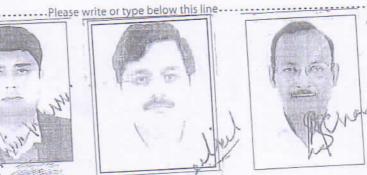
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TLET BUILDWELL PVT.

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TAAR MGF LAND LTD.

Authorised Signatory

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at "www.shollestamp.com". Any discrepancy in the details on this Certificate and as averable on the website renders it invalid.
 The arms of checking the legitimacy is on the users of the certificate.

### Brief description of the Deed

1.	Nature of land	:	Reside	ntial		
2.	Ward/Pargana	:	Luckno	w (Code 1	11)	
3.	Village	:	Sarsaw	a (V code	1126)	
4.	Description of Property	:	Part of	Khasra Plo	ot Number	s as per
		Sch	hedule	B of this	Deed, sit	uated at
		Vill	age S	Sarsawa,	Pargana,	Tehsil
		Sai	rojini Na	agar Distric	t Lucknow	
5.	Unit of Measurement	:	Square	Meter.		
6.	Area of Property (land)	:	14,439	.29 square	meters.	
7.	Position of Road (As per Parishisth)	: M	ore than	n 500 mete	ers away fro	om
		Am	nar Sha	heed Path.		
8.	Other descriptions	:	NIL.			
9.	Total area of property					
	(In case of Multi storey building)	: 1	Not app	licable		
10.	Total covered area	:	Not app	olicable		
1,1.	Value of Trees	:	No tree	es hence, N	lot applica	ble
12.	Boarding/ Well/others	:	Not app	plicable		
13.	Year of Construction	:	Not app	olicable		
14.	Whether related to member					
	of Cooperative Housing Society	N	0			
15.	Consideration	: R	Rs.22,71	1,01,775/- (	Rupees Tv	wenty
		Tw	o crore	s, Seventy	One Lacs	s, One
		tho	usand	Seven hun	dred and S	Seventy
		Fiv	e only)	)		
16.	Market Value	: R	s. 23,4	1,68,818/-		
17.	Stamp Duty Payable	: R	s. 1,63,	91,830 /-		
18.	Stamp Duty paid on agreement	: R	s.50,15	,100/-		
19.	Stamp Duty paid on this deed	: R	s. 1,13,	76,830/-		
h BALLA	D CONBUILD PVT. LTD. FOR CHUM	PRO	PERTIE	S PVT. LT	or GAVEL	PROPERT
	E. Wall	50		1 -11		

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For Guru Rakha Projects Pvt. Ltd.

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FOR KARTIKAY BUILDWELL NT. LYD

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Sural Inflyentures

Sural light Housing Pvt. Ltd

#### Boundaries

North

Proposed 45 meter wide road

South

Proposed 12 meter wide road

East

Part of Khasra No.-249 and 253

West

Khasra No.226 and part of Khasra no's 222 & 223

No. of First Party (FIRST PARTYS)

: Eight.

No. of Second Party (SECOND PARTY)

: One.

No. of Confirming Parties

: Two

# Description of the FIRST PARTY :-

- Achates Buildcon Private Limited, (PAN AAFCA8058E) a company 1. 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 01/08/2016;
- Ballad Conbuild Private Limited, (PAN AACCB8443M) a company 2. 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 01/08/2016;
- Chum Properties Private Limited, (PAN AACCC8077A) a company 3. registered under the Companies Act, 1956, having its registered office at Suraj Igira Housing Pvt. Ltd.CE House, 28, Kasturba Gandhi Marg, New Delhi-110001 through its Authorised Signatory Mr. Pankaj Tyagi, son of Mr. Jay Prakash Tyagi,

uthorised vide board resolution dated 01/08/2016;

IF Achaies Buildcons PWoLBALLAD CONBUILD PVT. LTD. For CHUM PROPERTIES PVT. LTDor GAVEL PROPERTIES PVT. LTD.

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FOR HAKE DEVELOPERS PYT. LTD. FOR HAMLET BUILDWELL PYT. LTD.

For Guru Rakha Projects Pvt. Ltd.

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Auth. Signatory For KARTIKAY BUILDWELL PVT. LTD.

FOR EMAAR MGE LAND LTD.

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- 4. 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 01/08/2016;
- Gururakha Projects Private Limited, (PAN AACCG5872H) 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 01/08/2016;
- 6. Hake Developers Private Limited, (PAN AABCH6879G) 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 01/08/2016;
- 7. Hamlet Buildwell Private Limited, (PAN AABCH6828H) 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 01/08/2016;
- 8. 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 01/08/2016;

# Description of the SECOND PARTY :-

Suraj Infraventures Private Limited, (PAN – AATCS1277P) a company registered under the Companies Act, 1956, having its registered office at 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 August, 2013.

	Lucknow - 22 Ashish Khemka	6010 Uttar Prades a, authorised vide be	sh, through its Author pard resolution dated 0	rised Signatory N 2 August, 2013.	lr.
	FOR BALLAD CONBUILD	For HAKE DEVE	Auth. Signatory	PODAYEL PROPER	Auth Signatory
Acres 1	11 43 A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	D	HIHDLINGH DIKHHIOT)	4.7	

# 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 01/08/2016.
- Suraj Infra Housing Private Limited, (PAN AARCS7242L), a company registered under the Companies Act, 1956, having its registered office at A-5, Balaji House, Birbal Sahani Marg, Lucknow-226007, Uttar Pradesh, through its Authorised Signatory Mr. Ashish Khemka, authorised vide board resolution dated 13 August, 2013.

### SALE DEED

SALE DEED is being Executed on this 12 day of September, 2016.

By & Between

M/s Achates Buildcon Private Limited, M/s Ballad Conbuild Private Limited, M/s Chum Properties Private Limited, M/s Gavel Properties Private Limited, M/s Guru Rakha Projects Private Limited, M/s Hake Developers Private Limited, M/s Hamlet Buildwell Private Limited, M/s Kartikay Buildwell 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"/ "FIRST PARTY", which expression shall be deemed to mean and include their respective successors and assigns), acting through their respective authorised signatories, represented herein by its duly authorised representatives, 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, 7th Floor, Shalimar Titanium, Plot No., TCG 1/1, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 Uttar Pradesh, hereinafter referred to as the "SECOND PARTY"/ "SECOND

For Achates Buildcons Pvt. Ltd. CONBUILD FOT LITD. FOT CHUM PROPERTIES R Auth. Signatory Authorise | Signatory Auth. Signatory

> FOR HAKE DEVENOPERS PVT. LTDU HAMLET BUILDWIELL PVT. LTD For Guru Rakha Projects Pvt. Ltd.

Auth. Signatory Auth. Signatory FOR KARTIKAY BUILDWELL PVT. LTD. FOR EMAAR MGF LAND LTD.

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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 August 2013, of the SECOND PART;

#### AND

SURAJ INFRA HOUSING PRIVATE LIMITED, a company duly registered under the Companies Act 1956, and having its registered office at A-5, Balaji House, Birbal Sahani Marg Lucknow - 226007, Uttar Pradesh, hereinafter referred to as the "SIHPL" or "CONFIRMING PARTY -1" (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 13th August 2013, of the THIRD 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 13th August 2013, of the FOURTH PART.

#### WHEREAS:

- 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 B. Residential 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

"Sche	me") on a piece and parce	of land admeasuring 226.37	Acres situated
on Vi	llages Sarsawa, Ardauna	Mau and Ahma Mau, Pargar	na, Tehsil and
For Achates Buildeons Pvt. Ltd. For BALL Authorised Signatory For Guru Ra Suraj Infra Housing Pvt. Ltd.  Multip Reput	4.4	FOR CHUM PROPERTIES PVT.  Auth Sig  E DEVELOPERS PVT. LTD.  Auth. Signatory	1 000 7
Authorised Signatory Direction Built		en .	aj Infrantico Part. Signato
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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.406/Adhi Aa/H.T.I.G/10 dated 11/11/2010. The Subject Plot is part of the Total Land. 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 land parcels admeasuring 53,239.02 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 (dated 14/08/2013 registered on the same day in Book No.I, Jild No.14323 on pages 283 to 368 at Serial No.12515 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 53,239.02 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.
  - D. As per the duly approved Layout Plan, a Group Housing Complex is to be developed 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

Authorised Signatory

possible Floor Space Index (FSI) is approx. 4,33,630.78 sq. ft. as on date

For Achates Buildcons Pyt. Ltd.
For BALLAD CONBUILD PYT. LTD.
For CHUM PROPERTIES PYT. LTD.
For Auth. Signatory

Auth. Signatory

Auth. Signatory

For Guru Rakha Projects Pyt. Ltd.

Suraj Infra Housing Pyt. Ltd.

Auth. Signatory

(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:

North

Proposed 45 meter wide road;

South

Proposed 12 meter wide road;

East

Part of Khasra No.-249 and 253; and

West

Khasra No.226 and part of Khara no's 222 & 223.

- E. The SECOND PARTY approached the aforesaid FIRST PARTY for acquiring the 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 as incorporated in the aforesaid registered agreement to sell dated 14/08/2013 duly registered on the same day before the Sub Registrar II, Lucknow in book No.1, Jild No. 14323, on pages 283 to 368 at serial No. 12515.
- F. The FIRST PARTY represented and warranted that the Subject Plot is free from all 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

unencumbered and subsisting right, title and interest in favour of the FIRST

For Achates Buildcons PVF BALLAD CONBUILD:PVT, LTD. For CHUM PROPERTIES PVT. LTD.

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For KARTIKAY BUILDWELL PVT. LTD. For EMAAR MGF LAND LTD.

Surai Infloventures Pvt. Lea.

Sural Infra Mousing Pvf. LIU.

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PARTY, except the litigation with respect to Khasra no. 222 as disclosed hereto in this Sale deed

- G. Except the FIRST PARTY, no other person has any right title or interest in the Subject 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.
- H. 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.
  - And in view of certain material developments carried out by the FIRST PARTY, after a meeting of the high power committee including the Chief Executive Officer of the FIRST PARTY on the side of the FIRST PARTY and the representative of the SECOND PARTY on 21/04/2016 in the office of the FIRST PARTY at Gurgaon, Haryana it was mutually decided 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 14/08/2013, 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

For Achates Buildcons Py-For BALLAD CONBUILD PYT. LTD. For CHUM PROPERTIES PVT. LTD.

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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 following terms and conditions.

# 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 14/08/2013, between the parties shall remain fully effective, subsisting, fully binding on respective parties till their discharge thereof.
- 2. That in pursuance of the said agreement dated 14/08/2013 and after availing 12% discount as per the terms of the agreement dated 14/08/2013, the total sale consideration becomes Rs. 22,71,01,775/= (Twenty Two Crore Seventy One Lacs One Thousand Seven hundred and Seventy Five Only), to be paid by the SECOND PARTY to the FIRST PARTY. The SECOND PARTY has already paid Rs 5,38,39,357/- (Rupees Five Crore Thirty Eight Lacs Thirty Nine Thousand Three Hundred and Fifty Seven only) to the FIRST PARTY in the following manner as stated i) Rs. 3,26,02,500/-(Rupees Three Crores Twenty Six Lacs Two thousand Five Hundred only) received by the FIRST PARTY as referred in recital I of the aforesaid Agreement. ii) Rs.33,37,847/-(Rupees Thirty Three Lacs Thirty Seven Thousands Eight hundred and Forty seven only) via DD no. 003453 drawn from HDFC Bank, Tekari Chambers, Lucknow-226001 in the name of "Emaar MGF Land Ltd. NCD Payment Cum Subscription Account"

name of " Emair MGF Land Ltd. NCD Payment Cum Subscription Account"

or Achates Buildcons Pyt FotoBALLAD CONBUILD RVT. LTD. For CHUM PROPERTIES PYT. LTD.

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For HAMLE I BUILDWELL PYT. LTD.

For EMAAR MGF LAND LTD. Sural Interpretates Pat Land.

dated 13th August 2013, the receipt whereof the FIRST PARTY acknowledges, through the aforesaid agreement dated 14/08/2013 & iii) Rs. 1,78,99,010/-(Rupees One Crores Seventy Eight Lacs Ninety Nine Thousand and ten only) paid via demand draft dated 19th Oct 2015, the FIRST PARTY hereby acknowledges the receipt of the same.

And out of the remaining amount Rs.7,68,01,693/- (Rupees Seven crores Sixty Eight lacs One Thousand Six Hundred and Ninety Three only) is paid to the FIRST PARTY via DD no. 885350 dated 15/07/2016 drawn on HDFC Bank in favour of " Emaar MGF Land Ltd at the time of execution of this sale deed. Another Installment of Rs, 9,00,00,000/- (Rupees Nine crores only) paid to the FIRST PARTY via DD no. 885351 dated 15/07/2016 drawn on HDFC Bank in favour of " Emaar MGF Land Ltd at the time of execution of this sale deed, the receipt whereof 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. Further the remaining amount of Rs.41,90,707/- (Rupees Forty One Lakh Ninety Thousand Seven hundred Seven only) is paid by the SECOND PARTY to the FIRST PARTY by way of DD bearing no. 621980 dated 10/08/2016 drawn on HDFC Bank in favour of EMAAR MGF LAND LIMITED 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 property sold, described in detailed in Schedule-B enclosed herewith as part of this deed (hereinafter referred to as 'The Property Sold'), to the SECOND PARTY

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For HAKE DEVELOPERS PVT. LTD. Auth. Signatory

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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 Said Property to the SECOND PARTY and that the property sold 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 except with respect to Khasra no 222, village Sarsawa Lucknow in which litigation is pending in the court of Additional Civil Judge Lucknow, case title - Manohar son of Late Rameshwar Vs Niti Shri Beltech Ltd. which has been disclosed by the First Party to the Second Party and Second Party agrees that the Second Party has full knowledge about the said court case...
  - 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.
  - 5. 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.

FOR BALLAD CONBUILD PVT. LTD. FOR CHUM PROPERTIES PVT. LTDFOR GAVEL PROPERTIES PVT. L For Achates Bulldcons Pvt. Ltd. Auth. Signa

Authorized Sign 3817 Rakha Projects Pvt. Ltd.

For HAKE DEVELOPERS PYT. LTDOF HAMLET BUILDW

FOR KARTIKAY BUILDWELL PVT. LTD.

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For EMAAR MGF LAND LTD. Sural Infraventures Pvt. La

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- 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 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

water, sewer and STP subject to use on pro-rata basis. In case Project is

or Achates Buildcons Part Edulad Conbuild PVT LTD. For CHUM PROPERTIES PVT LTD.

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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.
- 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.

Constitutions Profession CONBUILD PVT

Authorised Signatory For Guru Rakha Projects Pvt. Ltd.

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Auth Signatory

For KARTIKAY BUILDWELL PVT, LTD.

For EMAAR MGF LAND LTD

- 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) building bye laws as applicable in the state of Uttar Pradesh as amended from time to time, (v) 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 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 (vi) any other laws, acts, rules, regulations, orders, notifications, circulars, guidelines, policies along 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

For CHUM PROPERTIES PVT. LATOAVEL PROPERTIES PVT. LTD. For chates Buildcops Fire ButLAD CONBUILD PVT. LTD. Auth!\Signatory Auth. Signatory Auth. Signalary FOR HAKE DEVELOPERS PVT. LTD. FOR HAMLET BUILDWELL PVT. 1 Authoris@Signatory For Guru Rakha Projects Pvt. Ltd.

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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 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 borne by the SECOND PARTY.
- 21. 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 agrees and confirms that the FIRST PARTY shall also fix and convey the

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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 complex are coordinated with the external services as per the approved sanctioned plans.

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

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For EMAAR MGF LAND LIDER Infraventures Py

- 23. 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 etc. for which the township is directly benefited, the same shall be paid by the SECOND PARTY or its Allotee on pro-rata basis.
- 24. 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.
- 25. 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.
- 26. 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

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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.

- 27. 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.
- 28. That the SECOND PARTY is responsible for and has borne the stamp duty and registration charges for this Deed.
- 29. 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.

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30. 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. Hence the cost of land at the aforesaid rate comes to Rs. 23,41,68,818/-(Rupees Twenty Three Crore Forty One Lacs Sixty Eight Thousand and Eight Hundred Eighteen only). On First One Thousand Sq. Mtrs. the value comes to Rs,2,25,00,000/-(Two Crores Twenty Five lacs only). On balance 13,439.29 Sq. Mtrs. @ 70% of the notified rate, the value comes to Rs.21,16,68,818/-(Twenty One Crores Sixteen Lacs Sixty Eight thousand Eight hundred Eighteen only), Total Rs.23,41,68,818/-( Rupees Twenty Three Crores Forty one Lacs Sixty Eight thousand Eight hundred Eighteen only). There is no superstructure provided by the FIRST PARTY over the property sold. There are no trees, well, tube-well provided by the FIRST PARTY. There is no other value enhancing facility available on the Subject Plot. The consideration is Rs. 22,71,01,775/-( Twenty Two Crore Seventy One Lacs One Thousand Seven hundred and Seventy Five Only),. Thus stamp duty of Rs1,63,91,830/- (Rupees One Crore sixty three Lakh Ninety One Thousand Eight hundred and Thirty Only), is payable on this deed. On the market value of Rs. 23,41,68,818/-(Rupees Twenty Three Crore Forty One Lacs Sixty Eight Thousand and Eight Hundred Eighteen only), out of which stamp duty of Rs 50,15,100/- (Rupees Fifty Lacs Fifteen Thousand One Hundred only) has already been paid by the Second Party through the aforesaid Agreement to Sell & the balance stamp duty of Rs1,13,76,830/- (Rupees One Crore Thirteen Lakh Seventy six Thousand Eight hundred and Thirty Only) is being paid on this deed through E-Stamp Certificate No.IN-UP 023882727642950 dated 12/09/2016.

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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.

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# SCHEDULE A

# (List of FIRST PARTY Companies)

		Registered Office Address
S.No.	M/s Hake Developers Private Limited	FCE House, 28, Kasturba Gandhi
1.	IVI/S Hake Developere ( Titals	Marg. New Delhi - 110001
2.	M/s Hamlet Buildwell Private Limited	ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001
3.	M/s Kartikay Buildwell Private Limited	ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001
4.	M/s Ballad Conbuild Private Limited	ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001
5.	M/s Gururakha Projects Private Limited	17-B, MGF House, Asaf Ali Road, New Delhi-110002
6.	M/s Chum Properties Private Limited	ECE House, 28, Kasturba Gandhi Marg, New Delhi - 110001
7.	M/s Gavel Properties Pvt.Ltd.	ECE House, 28, Kasturba Gandh Marg, New Delhi - 110001
8.	M/s Achates Buildcon Pvt. Ltd	ECE House, 28, Kasturba Gandh Marg, New Delhi – 110001

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दिनेश चन्द्र यदिव उप-निबन्धक (द्वितीय)

**लखनऊ** 12/9/2016



# 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.222, 223, 225, 226, 249 situated at Village Sarsawa, Pargana and Tehsil Sarojini Nagar District Lucknow, and bounded as under :-

North

Proposed 45 meter wide road

South

Proposed 12 meter wide road

East

Part of Khasra No.-249 and 253

West

Khasra No.226 and part of Khasra no's 222 & 223

S.No.	Company Name		Khasra No.	Total Khasra Area (In Hect.)	Total Area Owned by the Company		Area is being transferred through Deed	
					In Heçt.	In Sq. mt.	In Sq. mt.	
1	M/s Hake Developers Private Limited	Sarsawa	222	1.02	1.02	10,199.81	104.94	
2	M/s Hamlet Buildwell. Pvt.Ltd. Kartikay Buildwell Pvt.Ltd. Ballad Conbuild Pvt.Ltd. Guru Rakha Projects Pvt.Ltd. Chum Properties Pvt.Ltd.	Sarsawa	223	1.497	1.497	14,969.73	10424.42	
3	Gavel Properties Pvt.Ltd.	Sarsawa	225	0.98	0.98	9,799.82	3145.49	
4	Hake Developers Pvt. Ltd.	Sarsawa	226	0.905	0.905	9,049.83	153.22	
5	Achates Buildcon Pvt. Ltd.	Sarsawa	249	0.922	0.922	9,219.83	611.23	
1				e e	TOTAL	53,239.02	14439.3	

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For Guru Rakha Projects Pvt. Ltd.

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FOR HAMLET BUILDWELL

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FOR KARTIKAY BUILDWELL PYT. LTD.

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विक्रय पत्र 20,140.00 140 20,000.00 227,101,775.00 / 234,168,818.00 शब्द लगभग नकल व प्रति शुल्क फीस रजिस्ट्री मालियत प्रतिफल ऐचेट्स बि0प्रा0लि0 व अनुय द्वारा अधि0हस्0 पंकज त्यागी जय प्रकाश त्यागी पुत्र श्री व्यवसाय नौकरी निवासी स्थायी ईसीई हाउस 28 कस्तूरंबी गांधी मार्ग न्यू दिल्ली अस्थायी पता रजिस्ट्रीवारुण अधिकारी के हस्ताक्षर ने यह लेखपत्र इस कार्यालय में 12/9/2016 बजे निबन्धन हेतु पेश किया। उप-निबन्धक (द्वितीय) लखनऊ निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त 12/9/2016 विक्रेता सूरज इन्फ्रा0प्रा0लि0 द्वारा अधि0हस्0 आशीष खेमका ऐचेट्स बि0प्रा0लि0 व अन्य द्वारौँ अधि0हस्0 पुत्र श्री विश्वनाथ खेमका पंकज त्यागी पेशा नौकरी पुत्र श्री जय प्रकाश त्यागी निवासी 701 सातवां तल शालीमार टाईटेनियम विभूति पेशा नौकरी खण्ड गोमती नगर लखनऊ निवासी ईसीई हाउस 28 कस्तूरबा गांधी मार्ग न्यू दिल्ली एमार एम0जी0एफ0लै0लि0 द्वारा अधि0हर0 पकज त्यागी (कं0पार्टी0) पुत्र श्री जय प्रकाश त्यागी पेशा नौकरी निवासी ईसीई हाउस 28 कस्तूरबा गांधी मार्ग लखनक सूरज इन्फ्राहा0प्रा0लि0 द्वारा अधि0हस्0 औृशीर्ष

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IN WITNESS WHEREOF the Parties have put their signatures on this Deed on the date and year first above mentioned, in the presence of the witnesses appearing hereinafter.

For KARTIKAY BUILDWELL PLT. LTD. For HAKE DEVELOPERS PV For HAMLET BUILDWELL F Pankaj Tyagi Pankaj Tyagi Pankaj TVA9Signatory (Authorised Signator yth. Signatory (Authorised Signatory) (Authorised Signatory) Hamlet Buildwelluth. Signato Kartikay Buildwell Hake Developers Pvt.Ltd. Pvt.Ltd. Pvt.Ltd. (PAN - AACCK7692K) (PAN - AABCH6828H) (PAN - AABCH6879G) FOR CHUM PROPERTIES PVT, LTD. FOR BALLAD CONBUILD P For Guru Rakha Projects Ryt. Ltd Pankaj Tyagi Pankaj Tyagi Pankaj Tyagi (Authorised Signatory) (Authorised Signatory)th, Schatory (Authorised Aign & Maltory **Chum Properties** Gururakha Projects Ballad Conbuild Pvt.Ltd. Pvt.Ltd. Pvt.Ltd. (PAN - AACCB8443M) (PAN - AACCC8077A) (PAN - AACCG5872H) For Achates Buildcons Rvt. Ltd For GAVEL PROPERTIES PVT, LTD Pankaj Tyagi (Authorised Signatory) Pankaj Tyagi ( (Authorised Signatory Achates Buildcon Gavel Properties Pvt.Ltd. Pvt.Ltd. (PAN - AACCG5761H) (PAN - AAFCA8058E) SECOND PARTY Bural Marentege Put L For EMAAR MGF

(Authorised Signatory) Suraj Infraventures Pvt.

Ltd. (PAN - AATCS1277P)

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CONFIRMING PARTIES

FOR EMAAR MGF LAND LAND

Pankaj Tyagi (Authorised Signatory Emaar MOPLOTISEL Signat (PAN - AABCE4308B)

hfra Housing Pytylid. 情間的所可可可能 Authorised Signatory) Suraj Infra Housing Pvt.Ltd. (PAN - AARCS7242L)



WITNESS 1:

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

Address: 1/16, Vinay Khand, Gomti

Nagar, Lucknow.

WITNESS 2:

Name: Abhay Kumar Khare

S/o Late N. K. Khare

Address : Paper Mill Compo

opposite Arif Metro City, Nishatganj

Road, Lucknow.

Drafted by:

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

Mobile No.: 945,1321173

Typed by:

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5-Rana Pratap Marg, Lucknow-226001.

For BALLAD CONBUILD PVT. LTD. For CHUM PROPERTIES P

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FOR KARTIKAY BUILDWELL PYT. LTD.

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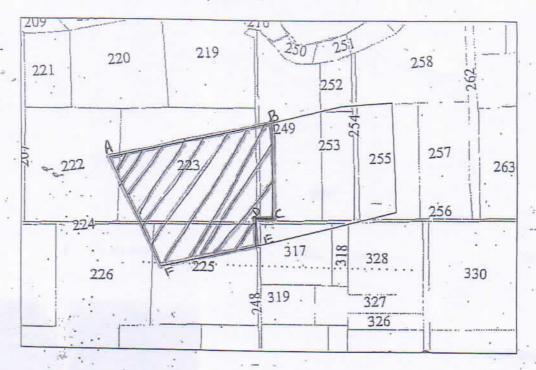






# ANNEXURE 1

(Site Plan)



Part of land Khasra NO - 222 area 104.94 Sq Mtr Part of land Khasra NO - 223 area 10424.42 Sq Mtr Part of land Khasra NO - 225 area 3145.49 Sq Mtr Part of land Khasra NO - 226 area 153.22 Sq Mtr Part of land Khasra NO - 249 area 611.23 Sq Mtr Total Area 14439.30 Sq Mtr.

Shown & marked with A, B, C, D, E, F is being transferred through this deed, Situated at Village Sarsawa , Tehsil- Sarojani Nagar District - Lucknow

FOR BALLAD CONBUILD PVT. LTD.

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Suraj Infra Housing Pvt. Ltd. Authorised Signalon/Director. गवाह

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व्यापार



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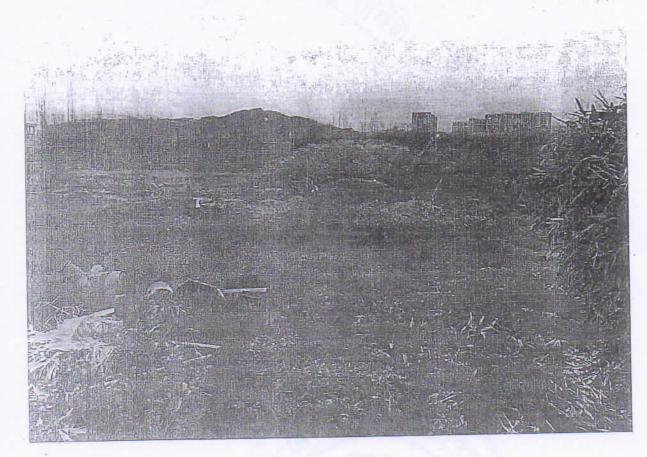
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For GAVEL PROPERTIES PVT LTD

Auth. Signatory

For Achates Buildcogs Pvt

Authorise Signatory

FOR BALLAD CONBUILD PVT, LTD.

Aut Signatory

For MAKE DEVELOPERS PVT. LTD. For MAMLET BUILDWELL PVT. LTD.

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For CHUM PROPERTIES PYT. LTD.

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For KARTIKAY BUILDWELL PVT. LTD. For Guru Rakha Projects Pvt, Ltd.,

For EMAAR MGF LAND LTD.

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वाद सं०. 56) स्टान्य वर्ष 20/6 नार्जाकाश्विकायी/जिल्हाभाजितिका/करोन्धिरेखनेका स्टान्य एक्ट की घारा-42 (क) के अर्न्तगत प्रमाण पत्र

प्रमाणित किया जाता है। कि इस लेख पत्र द्वारा हस्तान्तरित की जाने वाली सम्पत्ति का मूल्यांकन्द्र की प्रश्नित किया जाता है इस पर देय कमी स्टाम्प शुल्क रू० 16.3.9.19.0 स्था शास्ति रू० 1000 = 00 व्याज 9035.124 कुल रू० 17.305.91 होका से दिनाँक 1.2.1113को द्वारा ट्रेजरी चालान संकी प्रह0 स्था स्टेट बैंक ऑफ इंडिया, लखनऊ में जमा करा कर लेख पत्र पर स्टाम्प एक्ट मी धारा पर (क) के अन्तर्गत प्रमाण पत्र अंकित कर के वापस प्रित है।

> अपर जिलाधिकारी (वि॰ एवं रा॰) व्यानक

आज दिनांक

12/09/2016 को

वही सं

जिल्द सं

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298 पर कमांक

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रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरामा अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

लखनऊ

