33670/22

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

License No. 319
Mob. No. 7607769855
Signature.....

Certificate No.	:	IN-UP89437342473493U
Certificate Issued Date	:	07-Sep-2022 07:01 PM
Account Reference	:	NEWIMPACC (SV)/ up14511304/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	:	SUBIN-UPUP1451130471181593400962U
Purchased by	:	PARDOS DEVELOPERS PRIVATE LIMITED
Description of Document	:	Article 23 Conveyance
Property Description	:	LAND IN GROUP HOUSING 3 AT SECTOR H SITUATED AT SUSHANT GOLF CITY, SULTANPUR ROAD, LUCKNOW.
Consideration Price (Rs.)	:	
First Party	:	ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
Second Party	:	PARDOS DEVELOPERS PRIVATE LIMITED
Stamp Duty Paid By	:	PARDOS DEVELOPERS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	50,17,500 (Fifty Lakh Seventeen Thousand Five Hundred only)

306

SRO SAROJINI NAGAR LUCKNOW

Please write or type below this line

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

For Pardos Developers Private Limited

Director/Authorised Signatory

JD 0000886960

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Photograph Of Property

Ansal Properties & Infrastructure Ltd.

Vendor

Authorised Signatory

For Pardos Developers Private Limited

Director/Authorised Signatory

Vendee

Brief Details of Sale Deed

1.	**Type of Land**	:	Residential
2.	**Mohalla**	:	Sushant Golf City-Lucknow
3.	**Land details**	:	Group Housing 3, in Sector H
4.	**Measurement unit**	:	Square Meter
5.	**Area of Land**	:	An area of approx. 4197.850 square meters in Plot GH 3
6.	**Situation of Road**	:	Away from Amar Shaheed Path and Sultanpur Road
7.	**Other description**	:	Situated at 45.00 m Road
8.	**Consideration**	:	Rs. 7,16,71,923/-
9.	**Market Value based on Collector Rate**	:	Rs. 7,12,46,891/-
10.	**Stamp Duty**	:	Rs. 50,17,500/-
11.	**E-stamp Certificate No.**	:	IN-UP
12.	**Boundaries**	:	SOUTH WEST : 45 m Road NORTH WEST : Sushant Golf City plots NORTH EAST : Village Land SOUTH EAST : 18 m Road

No. of Vendor: 1
Details of Vendor

No. of Vendee: 1:
Details of Vendee

Ansal Properties and Infrastructure Ltd., a company incorporated under the Companies Act 1956, CIN L45101DL1967PLC004759 and having its registered office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110001 and branch/local office at 2nd Floor, Shopping Square-2, Sector-D, Sushant Golf City, Lucknow-226030 through its joint authorized signatories **Shri Anil Kumar** son of Balram Pandey and **Shri Neeraj Jha** son of Ram Naresh Jha	**Pardos Developers Private Limited,** a private limited company incorporated under the provisions of the Indian Companies Act 2013, having CIN U45202DL2018PTC339197, having its registered address at, V.O. No. 10, 505, Chiranjiv Tower, 43 Nehru Place New Delhi 110019 represented through its authorised signatory **Shri Piyush Kumar Gautam** son of Ram Krishna Singh

For Pardos Developers Private Limited

Director/Authorised Signatory

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

SALE DEED

This **SALE DEED** ("**Sale Deed**") is made at Lucknow on this 8th day of September, 2022

BY

Ansal Properties and Infrastructure Limited, a company incorporated under the provisions of the Indian Companies Act 1956, having CIN L45101DL1967PLC004759 and its Registered Office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001 and branch/local office at Second Floor, Shopping Square, Sector D, Sushant Golf City, Lucknow, through its joint Authorized Signatories **Shri Anil Kumar** son of Balram Pandey and **Shri Neeraj Jha** son of Ram Naresh Jha duly authorized vide resolution dated April 8, 2022 passed by its Board of Directors, a copy of which is enclosed herewith as **Annexure 1** (hereinafter referred to as the "**Vendor/APIL**", which expression shall include its successors-in-interest, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the **FIRST PART;**

IN FAVOUR OF:

Pardos Developers Private Limited, a private limited company incorporated under the provisions of the Indian Companies Act 2013, having CIN U45202DL2018PTC339197, having its registered address at, V.O. No. 10, 505, Chiranjiv Tower, 43 Nehru Place New Delhi 110019 represented through its Authorized Signatory **Shri Piyush Kumar Gautam** son of Ram Krishna Singh, duly authorized vide board resolution dated May 11, 2022, a copy of which is enclosed herewith as **Annexure 2** (hereinafter referred to as the "**Vendee**", which expression shall include its successors-in-interest, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the **OTHER PART**.

The Vendor and the Vendee are hereinafter also referred to individually as "**the Party**" and collectively as "**the Parties**".

RECITALS

A. **WHEREAS** the Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view of the mandates of the national and state housing policy, announced a policy on 22.11.2003 vide a G.O. No. 6087/9-A-2003-34 V/03 which was slightly modified vide G.O. No. 2626//9-A—04-33 Vividh/03 TC-1 dated 1.7.2004 and further modified vide G.O. No. 3872/8-1-07-34/vividh/03 dated 17.9.2007. The said G.O.s are more commonly known as Hi-Tech Township Policy, which was promulgated by the Government of Uttar Pradesh for the promotion and facilitation of private sector participation in the development of Hi-Tech Township with world class infrastructure and pursuant to the aforesaid policy, the Government of Uttar Pradesh invited proposals for development of Hi-Tech Township in the State of Uttar Pradesh.

For Pardos Developers Private Limited

Ansal Properties & Infrastructure Ltd.

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B. **AND WHEREAS** a High Power Committee was constituted in accordance with the guidelines and provisions of the Hi-Tech Township Policy and the said High Power Committee selected, vide G.O. No. 2712/8/1-05 dated 21.5.2005, Ansal Properties and Infrastructure Ltd. (**the Vendor herein**) for the development of Hi-Tech Township on Sultanpur Road, Lucknow, which is known as Sushant Golf City (hereinafter referred to as "**Hi-Tech Township/ Sushant Golf City**") on land measuring 1765 acres (approx.) and a Memorandum of Understanding (MOU) dated 26.11.2005 to that effect was executed between Ansal Properties and Infrastructure Ltd. and Lucknow Development Authority ("**LDA**"), which is a statutory body constituted under the provisions of the Uttar Pradesh Urban Planning and Development Act, 1973. Subsequently, a revised MOU was signed on 29.12.2008 pursuant to the government policy issued vide G.O. No. 3872/8-1-07-34 Vividh dated 17.9.2007.

C. **AND WHEREAS** in pursuance of the aforesaid Memorandum of Understanding, Ansal Properties and Infrastructure Ltd. has on different dates signed and executed Development Agreements with the Lucknow Development Authority ("**LDA**") for development of Hi-Tech Township in the name and style of 'Sushant Golf City'.

D. **AND WHEREAS** in pursuance of the said Memorandum of Understanding, a conceptual Detailed Project Report ("**DPR**") for development of Sushant Golf City was submitted by Ansal Properties and Infrastructure Ltd., which has been approved by the Lucknow Development Authority, Lucknow and thereafter development agreements were signed.

E. **AND WHEREAS** the detailed lay out plan of the aforesaid Hi-Tech Township has also been approved by the Lucknow Development Authority for DA-1 to DA-4 and the land use plan for 6465 acres along with its DPR (of which DA-1 to DA-4 is a part), has also been approved for the proposed site and the land use plan conforms to the land use as adopted in Lucknow Master Plan of 2031 for this Hi-Tech Township.

F. **AND WHEREAS** a plot of land has been earmarked to be developed as group housing and named as GH 3 at Sector H of the said Hi-Tech Township ("**Plot GH 3**"), underlying land of which falls within the revenue estate of villages Nizampur Majhigawan and Devamau, Tehsil Sarojini Nagar, District Lucknow. As per the approved layout plan of Sushant Golf City, Plot GH 3 is spread out on an area of approx. 52,042.50 square meters (approx. 12.859 acres) ("**Gross Project Area**"), however basis the physical survey, currently the area of Plot GH 3 available for development is only 46,389.343 square meters (approx. 11.463 acres) ("**Net Project Area**"). Plot GH 3 has been identified and marked in the enclosed layout plan of Sushant Golf City at **Annexure 3.** The Net Project Area and its surroundings have been super imposed on the combined aks shijra map of villages Nizampur Majhigawan and Devamau at **Annexure 4** and the Net Project Area has been outlined on the said **Annexure 4** in red colour and the area falling

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within the Net Project Area has been shown in blue, green and yellow colours.

G. **AND WHEREAS** the Vendor represents and confirms to the Vendee that the area as shown in green colour in **Annexure 4** admeasuring 16893.397 square meters was mortgaged with Indian Bank to avail a loan facility vide sanction letter dated 26.2.2015 against which mortgage was created and confirmed vide confirmation of equitable mortgage made on 27.3.2015 and 23.3.2015 and because of non-payment of the said loan facility, Indian Bank had undertaken enforcement action and taken over the said area under Section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and thereafter Indian Bank has sold and conveyed the aforesaid area to Orange Sky Maintenance Services Private Limited vide Certificate of Sale duly registered as Document No. 16788 duly registered in Book 1 Volume 8555 at pages 329 to 380 in the office of Sub-Registrar, Sarojini Nagar, Lucknow on 13.5.2022.

H. **AND WHEREAS** the Vendor is now only left with the an area of approximately 29495.946 square meters out of the Net Project Area and out of Net Project Area, the Vendor has approached the Vendee and offered the Vendee to purchase from the Vendor an area of about 4197.85 square meters or about 1.037 acres ("**the Sale Area**") out of the Net Project Area along with the exclusive right to conceptualise, plan, develop, construct, build, market and sell plotted and/or mid-rise and/or high-rise development ("**the Project**") and/or the FSI associated with the said Sale Area. Out of the area shown as the Net Project Area in **Annexure 4**, the area shown in yellow colour is the Sale Area.

I. **AND WHEREAS** the Vendor represents and assures the Vendee that Plot GH 3 can be developed as plotted and/or mid-rise and/or high-rise development instead of group housing and the Vendor assures and undertakes with the Vendee that the Vendor shall liaise and obtain all necessary permissions, approvals, no objections, consents, sanctions, etc. as may be required from the LDA or any other authority, government department etc for development of Plot GH 3 as a plotted and/or mid-rise and/or high-rise development.

J. **AND WHEREAS** the Vendor hereby represents to the Vendee that the Sale Area is completely owned by the Vendor, free from all encumbrances, claims, demands etc, and only the Vendor has the absolute right to sell, transfer and convey the Sale Area or any part thereof.

K. **AND WHEREAS** the Vendor and the Vendee had entered into a Memorandum of Understanding dated March 21, 2021 for the sale and transfer of Plot GH 3 by the Vendor to the Vendee.

L. **AND WHEREAS** the Vendor has approached the Vendee and offered the Vendee to purchase from the Vendor the Sale Area along with the exclusive right to conceptualise, plan, develop, construct, build, market and sell the Project and/or the FSI associated with the Sale Area and based on the foregoing and on

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the representations, warranties, declarations, assurances, covenants, undertakings made by the Vendor as above and as further contained in this Sale Deed, the Vendee has agreed to purchase from the Vendor, the said Property (as further defined below) free of all encumbrances and third party rights and subject to the terms and conditions as contained in this Sale Deed for a total consideration of Rs. 7,16,71,923/- (Rupees Seven Crores Sixteen Lakhs Seventy One Thousand Nine Hundred and Twenty Three only).

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

1. TRANSFER AND CONVEYANCE

(a) That in consideration of a sum of Rs. 7,16,71,923/- (Rupees Seven Crores Sixteen Lakhs Seventy One Thousand Nine Hundred and Twenty Three only) (hereinafter referred to as **"Sale Consideration"**), the Vendor does hereby irrevocably and indefeasibly sells, conveys, assigns, alienates and transfers to the Vendee as provided below (**"the said Property"**):

(i) the Sale Area falling on Plot GH 3 at Sector H at Sushant Golf City, Lucknow, the underlying land of which falls within the revenue estate of village Nizampur Majhigawan, Tehsil Sarojini Nagar, District Lucknow, Uttar Pradesh, the location of which is shown in yellow colour in **Annexure 4** with the exclusive right to conceptualise, plan, develop, construct, build, market and sell plotted and/or mid-rise and/or high-rise development (**"the Project"**); and

(ii) the exclusive right to develop, construct, build, market, sell and transfer the Project along with the benefits of, as applicable, the permissions, approvals, no objections, consents, sanctions received by the Vendor in respect of the Sushant Golf City and all other estate rights whatsoever, including all easements, options, privileges, appurtenances to the said Sale Area,

in perfect and absolute ownership without any hindrance, disturbance, whatsoever ABSOLUTELY AND FOREVER without any claim of the Vendor or any person claiming under or through the Vendor.

(b) That on and from the date of execution of this Sale Deed, the Vendee shall become the absolute owner of the said Property and shall be entitled to have and hold the possession, occupation and use of the said Property and enjoy the benefits itself and also by its successors-in-interest and assignees forever without any claim, charge, right, interest, demand and lien from the Vendor or any person or persons claiming through or under the Vendor.

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2. SALE CONSIDERATION

That out of Sale Consideration,

(a) an amount of Rs. 2,36,63,060/- (Rupees Two Crores Thirty Six Lakhs Sixty Three Thousand and Sixty only) has already been paid by the Vendee to the Vendor from Kotak Mahindra Bank by the following methods and the Vendor hereby admits and acknowledges to have received the same.

Date	Amount	Instrument	Instrument Details
31.12.2021	20,000,000	RTGS	CMS-211231000ALN
03.03.2022	3,568,060	RTGS	FCM-2203030PSSFP
16.05.2022	95,000	NEFT	FCM-22051714M3CB
	2,36,63,060/-	**TOTAL**	

(b) an amount of Rs. 4,72,93,093/- (Rupees Four Crores Seventy Two Lakhs Ninety Three Thousand and Ninety Three only) is being paid to the Vendor vide Cheque No. 000045 dated 01.12.2022 drawn on Kotak Mahindra Bank in favour of Ansal Properties and Infrastructure Limited and the Vendor hereby admits and acknowledges to have received the same;

(c) an amount of Rs. 7,15,770/- (Rupees Seven Lakhs Fifteen Thousand Seven Hundred And Seventy only) has been deposited by the Vendee as towards 1% TDS, the receipt of which the Vendor acknowledges.

That based on the above, the Vendor hereby explicitly admits and declares having received the aforesaid Sale Consideration in full and final payment and discharge of Vendee's obligations, now nothing is left due from the Vendee to the Vendor against Sale Consideration for the purchase of the said Property, as the aforesaid consideration represents the full and final consideration for the sale transaction contemplated hereunder.

3. SPECIAL COVENANTS RELATING TO THE PROJECT AND/OR THE TOWNSHIP

(a) The Vendor hereby confirms, assures and undertakes that the Net Project Area has been earmarked for development of group housing in the detailed lay out plan of development agreement 3 (DA 3) of Sushant Golf City with its till date amendments approved and sanctioned by LDA, and without the prior written consent of the Vendee, no modification/ alteration shall be made to the existing approvals, consents, no objections permits etc. which include but are not limited to the development approvals, the DPR, environment clearance, consents granted by the pollution control board and other consents, permissions granted in relation to water, electricity etc. which may in any manner adversely affect the Project in terms of its approach, FSI, density, ground

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coverage or in any other manner. The Vendor further confirms, assures and undertakes that the Plot GH 3 can be developed as plotted and/or mid-rise and/or high-rise development instead of group housing and the Vendor assures and undertakes with the Vendee that the Vendor shall liaise and obtain all necessary permissions, approvals, no objections, consents, sanctions as may be required from the LDA or any other authority, government department etc for development of Plot GH 3 as plotted and/or mid-rise and/or high-rise development. Further, the Vendor shall ensure that all the necessary approvals for the Township shall be maintained and kept valid till the completion of the Project.

(b) The Vendor further agrees and undertakes that the character and sanctity of the golf course shall be preserved and maintained and no change of plan or further construction of any kind shall be undertaken between the Project and the golf course other than those already approved by LDA or in the process of being approved by LDA/ applied for with LDA. Provided, however that no construction shall be undertaken on the golf course upto an extent of 200 (two hundred) meters from the boundaries of the Gross Project Area.

4. REPRESENTATIONS AND WARRANTIES OF VENDOR

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

(a) That the Vendor has absolute right to sell, transfer, assign and convey the said Property including the Sale Area along with the benefits of, as applicable, the permissions, approvals, no objections, consents, sanctions received by the Vendor in respect of the Sushant Golf City, the said Property and the Project, and all other estate rights whatsoever, including all easements, options, privileges, appurtenances to the said Sale Area, in perfect and absolute ownership without any hindrance, encumbrance, disturbance, whatsoever ABSOLUTELY AND FOREVER without any claim of the Vendor or any person claiming under or through the Vendor, to the Vendee and except as explicitly disclosed in this Sale Deed: (i) no one else except for the Vendor has any right, claim, lien, interest or concern of any manner whatsoever on the said Property; (ii) the Vendor has not entered into any kind of agreement/arrangement of any nature whatsoever with any party / person in respect of the said Property; and (iii) the Vendor has not sold any FSI in the Net Project Area;

(b) That the title of the Vendor over the said Property and/or the Sale Area is freehold in nature and is absolutely clear and marketable and the said Property and/or the Sale Area is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances and if it is ever proved otherwise, or if the whole or any part of the Sale Area or the Property is ever taken away or goes out of

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the possession of the Vendee on account of any legal defect in the ownership or title of the Vendor or any other reason attributable to the Vendor, then the Vendor will be liable and responsible to make good the loss suffered by the Vendee and shall keep the Vendee saved, harmless and indemnified against all or any such loss, cost, damage and expense accruing thereby to the Vendee;

(c) That the group housing project by the name of Golf Gateway Towers, which was proposed to be developed on Plot GH 3 Sector H ("**Abandoned Project**") is no longer being undertaken and has also been deregistered with the Uttar Pradesh Real Estate Regulatory Authority and all customers of the said Abandoned Project have been settled and no dues whatsoever is payable either in respect of the Net Project Area or the Sale Area or in respect of the Abandoned Project or otherwise which may in any manner adversely affect the development of the Project by the Vendee or its successors or assigns;

(d) No amounts whatsoever are payable to any person or authority in respect of the Sale Area for the sale and transfer of the Sale Area;

(e) The Sale Area is situated on the underlying revenue land of the revenue estate of Nizampur Majhigawan, which is shown in yellow colour in the map enclosed at Annexure 4 and the Vendor has the absolute and exclusive ownership right, title and interest in the said Sale Area.

(f) That neither the Net Project Area or any part thereof nor the Project is encumbered with LDA in any manner whatsoever;

(g) That the Net Project Area has been earmarked to be developed as a group housing by the LDA under the Uttar Pradesh Urban Planning & Development Act, 1973 but the Vendor assures and represents to the Vendee that the Net Project Area can be developed as plotted and/or mid-rise and/or high-rise development and requisite modifications to the plans, approvals, etc. in this regard shall be undertaken by the Vendor, at its sole cost and expense.

(h) That the Vendor hereby confirms and assures the Vendee that the Vendor is not barred or prevented by any administrative / statutory attachment order or notification from entering into present transaction with the Vendee;

(i) The Project or the Sale Area or any part thereof has not been recorded as "fixed asset" in the books of the Vendor;

(j) That there are no high tension wires passing over/under the said Property or are proposed to pass over the Net Project Area; there is no road or rail or metro proposed over/under the Net Project Area.

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(k) That the Vendor shall keep the Vendee harmless and indemnified at all times from all losses and damages in case the above declarations or any part thereof is found to be false or incorrect and / or otherwise, for any reason, whatsoever.

(l) The Vendor has acquired the various revenue land parcels falling beneath the Sale Area from the respective land owners by purchasing it for good and valuable consideration and/or by getting any land parcel owned or acquired by LDA and leased to Vendor converted to freehold from LDA in accordance with applicable laws and the Vendor hereby represents, covenants, undertakes and warrants that it has a good, clear and marketable title over the Sale Area with all rights, title, interest, liberties, privileges thereto. The Vendor has also handed over to the Vendee all the receipts in respect of the freehold charges paid to LDA in respect of conversion of leasehold land to freehold.

(m) That the Vendor has neither done nor been party to any act whereby the Vendor's rights and title in the said Property or in the Sale Area may in any way be impaired or whereby the Vendor may be prevented from transferring the said Property.

(n) The Vendor represents and confirms that the Sale Area falls in the village of Nizampur Majhigawan in Tehsil Sarojini Nagar, District Lucknow. The Sale Area falls below Khasra 151 Village Nizampur Majhigawan, Tehsil Sarojini Nagar, District Lucknow. The Vendor confirms that the Sale Area is in its ownership and is lying vacant and in its legal and peaceful possession and no part of the said Property has been encroached upon. The Vendor hereby represents to the Vendee that the Vendor has the right to sell, transfer and convey the said Sale Area or any part thereof;

(o) That there is no breach, violation etc. including violation of any of the bye-laws, rules and regulations etc. or of any statute as applicable to the said Property which in any manner affects the title of the said Property and/or the ability of the Vendor to sell, transfer and convey the said Property.

(p) That the sale deeds and/or the mutations through which the Vendor and its predecessors had acquired title to the said Sale Area are valid and subsisting.

(q) That the Vendor has cleared all dues including, without limitation, land revenue, property tax, water and electricity charges and interests/ penalties payable in relation thereto, if any, or any other dues and demands of the concerned authorities as per the bills received from the concerned authorities, in respect of the said Property, upto the date of execution and registration of the Sale Deed, and thereafter the same

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shall be paid and borne by the Vendee. However, if any aforesaid dues are found pending and/or payable for the period upto the date of this Sale Deed, even if the same are received/raised, at a later stage after execution of the Sale Deed, then the same shall also be borne and paid by the Vendor only;

(r) That there are no agreements, prohibitory orders or any attachment orders in respect of the said Property or any part thereof;

(s) That no power of attorney has been executed in favour of any third party granting or assigning any of the rights, title or interests in the said Property;

(t) The said Property is neither the subject matter of any HUF (Hindu Undivided Family) nor does it belong to a joint Hindu family and no part of the said Property is owned by any minor and/ or no minor has any right, title, interest and claim or concern of any nature whatsoever with the said Property;

(u) That there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Vendor and the Vendor has not received any notices, demands, etc. with respect to the said Property; and

(v) That there is no poultry farm, warehouse, cattle, livestock on the said Property or any part thereof and the said Property or part thereof is not used for grazing of grass by cattle or livestock.

5. VENDOR'S COVENANTS

(a) That pursuant to the receipt and realization of the Sale Consideration, the Vendor has now been left with no right, title, interest, claim or lien of any nature whatsoever in the said Property or any part thereof and the same has become the absolute property of the Vendee herein with full rights to construct, develop, sell, gift, mortgage, and transfer the same by whatever means the Vendee may like without any demand, objection, claim or interruption by the Vendor or any other person(s) claiming under or in trust for it or any of them;

(b) That the Vendor assures the Vendee that the said Property is free from all kinds of encumbrances such as sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, prior agreement to sell, tax demands etc., and if it is ever proved otherwise, or if the whole or any portion of the said Property is ever taken away or goes out from the possession of the Vendee on account of any legal

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defect in the ownership and title of the Vendor, then the Vendor will be liable and responsible to make good the loss suffered by the Vendee and shall keep the Vendee indemnified, saved and harmless against all such losses, costs, damages and expenses accruing thereby to the Vendee. The Vendor further agrees and undertakes that it shall never in future create any kind of encumbrance whether in favour of any government authority or otherwise, over the Net Project Area or the Project proposed or envisaged on the Net Project Area;

(c) The Vendor shall be solely responsible to pay all the amounts payable to LDA or any other authority on account of change of land use, free hold charge, development charge or any other charges for the use of the Sale Area for plotted and/or mid-rise and/or high-rise development;

(d) The Vendor further represents, assures and undertakes that it shall develop all the common/ trunk services including roads, greens, sewerage, drainage, water lines, distribution network connected to underground and overhead service reservoir developed for this area, H.T./L.T. cable network from the distribution transformer earmarked for this area, recycled water, street lights, roads with its shoulders as per the approved detailed layout plan of the Hi- Tech Township around the Property and provide tapping points for connecting the trunk services with the Project and no connection charges shall be payable by the Vendee for the said connections;

(e) The Vendor confirms that pursuant to sale of the said Property, it shall not have any right or claim to the development, construction or commercial exploitation of the said Property or on the Sale Area. That the Vendor further confirms and undertakes that it shall have no right to undertake any construction or development on the Sale Area after the execution of the Sale Deed;

(f) The Vendor undertakes that the Vendor shall provide all utilities including domestic water as per the Vendee's requirement, electricity as per Vendee's requirement, sewerage lines/drainage lines/ recycled water lines etc. abutting the said Project, and integrate the said Property with the infrastructure and facilities of the Hi-Tech Township. The Vendor further agrees and undertakes to provide a dedicated power connection to the buyers/allottees of the Vendee in respect of the said Property and further provide all the facilities and amenities existing in Sushant Golf City, Lucknow to the buyers/allottees of the Vendee on the same lines as other residents of Sushant Golf City are entitled to and are being provided;

(g) The Vendor represents and assures to the Vendee that with respect to the sewerage disposal, the Vendor has to set up a township level sewerage treatment plant ("**STP**") of 23 MLD at the designated location

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earmarked in the approved D.A-1 – D.A-4 layout, and the sewerage disposal of the Project shall also be carried to this township level STP via the trunk services network laid by the Vendor for Sushant Golf City. The Vendor represents and assures to the Vendee that the Vendee shall not be required to set up any separate STP inside the Project and the township level STP of the Vendor shall be sufficient to meet all governmental norms to enable the Vendee to get completion certificate for the Project;

(h) The Vendor hereby represents, undertakes and confirms that after completion of development of the said Project, the electricity charges for the supply of electricity to the buyers/allottees of the Project shall be as per tariff determined by Uttar Pradesh Electricity Regulatory Commission or its successors as per prevailing regulations;

(i) The Vendor hereby represents and confirms that it had obtained environment clearance for an area of 1967.755 acres of the Hi-Tech Township from the Ministry of Environment and Forests, Government of India vide their letter bearing number 21-549/2006-IA.III dated June 6, 2007. The Project falls within the area for which the said environment clearance was obtained. The Vendor has subsequently obtained the Consent to Operate under the Air Act and the Water Act from the office of Uttar Pradesh Pollution Control Board. The Project falls within the area for which the said consents have been obtained. Nothing has been done or shall be done by the Vendor, or any other person claiming through it or acting on its behalf, which may vitiate or violate any of the said consents. The Vendor undertakes and agrees to keep all the environment related compliances, including UP Pollution Control Board's consent to operate, valid till the time these are required to be kept as per the applicable laws of land;

(j) The Vendor has hereby granted and delegated certain rights, powers and authorisation to the Vendee to facilitate the Vendee for obtaining relevant approvals for development/construction of the said Property. The indicative list of such rights, powers and authorization is provided in **Annexure 5** hereto;

(k) The Vendor confirms that the Vendee shall not have any obligation or liability in respect of the EWS & LIG component, community facilities etc., which are associated with the Project and any such requirement or liability on account of EWS & LIG component, community facilities etc., shall be solely taken care by the Vendor, at its sole cost and expense, in the other parts of the Hi-Tech Township. Vendor shall also earmark the commensurate EWS/LIG apartments fully completed as per LDA norms, which shall be provided to Vendee towards meeting Completion Certificate/Occupancy Certificate requirements, at the time of applying for the completion certificate by the Vendor. However, all the facilities

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within the Project as per the approvals for the Project shall be undertaken/procured by the Vendee;

(l) For the purpose of undertaking development/construction on the Sale Area, the Vendor shall make available to the Vendee an access road to the site which shall be from the 45 (forty five) meters wide existing road. It is agreed between the Parties that all vehicles including trucks, cranes, dumpers or other equipment and machinery shall be freely and without any restriction be moved to and from the Project at no extra cost;

(m) Within 15 (fifteen) days of execution of this Sale Deed, the Vendor shall provide to the Vendee all township infrastructure network drawings with respect to services for storm water, drain water (internal and external), potable water, recycled water and electricity and their respective tapping points to enable the Vendee for designing its services and their connections;

(n) The Vendor agrees and undertakes to indemnify the Vendee and hold it harmless and protected from any claim arising out of any violation of any provisions of law by the Vendor (or any other person claiming through it/ acting on its behalf) with respect to solid waste management, sewage disposal, pollution, environment, ground water drawal pertaining to the Hi-Tech Township;

(o) the Vendor hereby represents, undertakes and confirms that the past approval procured in respect of the project Golf Gateway Towers from the LDA on Plot GH 3 shall not in any manner affect the Vendee from seeking fresh approval for its Project over the Net Project Area;

(p) The Vendor hereby agrees and accepts that any covenant(s) agreed to by the Vendor in any other prior documents or deeds, reducing, altering, restricting or affecting in any manner its rights as the owner of the said Property or the rights of the Vendee, if not contained in this Sale Deed, shall be void and unenforceable against the Vendee;

(q) That the Vendor may, upon reasonable request from the Vendee, agree to, assist and cooperate with the Vendee and execute, do or cause to be done, such further acts, deeds and things, in connection with the transfer, grant, assignment or conveyance of the said Property under this Sale Deed. Notwithstanding the foregoing, if required under the applicable laws, the Vendor agrees and undertakes to execute, do or cause to be done, such further acts, deeds and things to give effect to this Sale Deed;

(r) The Vendor shall provide an exclusive temporary water connection and an exclusive temporary electricity connection at single point each for the development/ construction on the Project and till the completion of

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development works. The water and electricity connection shall be provided at the point specified by the Vendee at or near the boundary of the Project. The electricity connection load shall be as per the requirements specified by the Vendee. Both the said connections shall be made available by the Vendor within 30 (thirty) days of signing of this Sale Deed;

(s) The Vendor confirms to the Vendee that the land falling in Khasra Nos. 27 and 33 of village Devamau which fall within the Gross Project Area shall not be sold to any other person except the Vendee. It is further been assured, agreed and undertaken by the Vendor that as the master developer of the Hi-Tech Township, it shall ensure that, except if undertaken by the Vendee, no construction whatsoever shall be undertaken on such portions of Khasra Nos. 27 and 33 which form part of the Gross Project Area and it shall keep the aforesaid portions of Khasra Nos. 27 and 33 free from all encroachments, squatters etc. and the said portions of Khasra Nos. 27 and 33 shall be sold to the Vendee separately or dealt with in a manner as may be required by the Vendee; and

(t) The Vendor shall allow the Vendee to have entry and exit gates (2 in number) from the 45 meter wide road for the proposed development, besides the exit and entry gates from the 18 meter wide road.

6. VENDEE'S COVENANTS

(a) The Vendee irrevocably confirms, assures and represents to the Vendor that the development/ construction on the Sale Area shall be undertaken as per the approvals granted/ to be granted by LDA and other appropriate authorities.

(b) That the Vendee hereby assures that the Vendee and all subsequent purchasers/allottees of the Project shall abide by the terms and conditions mentioned in this Sale Deed.

(c) That the Vendee further irrevocably confirms, assures and represents to the Vendor that the Vendee shall carry out any or all constructions of any nature whatsoever over the said Sale Area in a workman like manner in accordance with standard industry practices and in conformity with applicable laws, rules and regulations of the authorities concerned.

(d) If the Vendee fails to complete or get completed the development on the Sale Area within the time stipulated in its filings with the RERA Authority, the Vendee itself shall be liable and shall bear the costs and consequences for such delay and shall keep the Vendor saved and protected from any liability arising due to such non-completion within the stipulated time.

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7. MUTUAL COVENANTS

The Parties agree to comply with their respective obligations in respect of the Project as enshrined in the Real Estate Regulation and Development Act, 2016 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. It is agreed that it shall be the obligation of the Vendee to obtain the approval from RERA.

8. RIGHTS OF THE VENDEE

The Vendor hereby represents, warrants and assures the Vendee that pursuant to the execution and registration of the Sale Deed, the Vendee shall have all the rights to the said Property including the Sale Area which include, but are not limited to:

(a) enter upon and take sole possession and control of the Sale Area and every part thereof for the purpose of developing the same;
(b) full authority to plan, conceptualise and design the Sale Area;
(c) right to develop, construct and build the buildings on the Sale Area or get them contracted and developed by a third party;
(d) exercise full, free, uninterrupted, exclusive and irrevocable marketing, allotment, leasing, licensing or sale rights in respect of the Project including the plots/villas/flats/row housing/high-rise/mid-rise etc. to be developed or constructed in the Project by way of sale, allotment, lease or license or any other recognized manner of transfer;
(e) have the final authority and control with respect to the pricing of the plots/villas/units/ high-rise/mid-rise in the Project;
(f) right to enter into agreements with such purchasers/lessees as it deems fit and on such marketing, leasing, licensing or sale, receive full and complete proceeds as per the terms therein;
(g) give receipts upon execution of the definitive agreements in favour of purchasers/lessees; hand over ownership, possession, use or occupation of the units, and ownership of the underlying land and facilities of the Project;
(h) carry out the construction/development of the Project, whether simultaneously or in a phased manner, and remain in sole possession, control of peaceful enjoyment of the Sale Area or any part thereof;
(i) to do all such acts, deeds and things that may be required for the development/ construction of the Project;
(j) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labours, workmen, personnel (skilled and unskilled) or other persons to carry out the development/ construction work;
(k) make applications to the concerned government departments, authorities or semi-government department, authorities for seeking consents, approvals in respect of any infrastructure work, including leveling, water storage facilities, electrical sub-stations and all other common areas and

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facilities to be constructed in the Project and to carry out the same in accordance with the approvals, sanctioned layouts and acquire all relevant approvals for cement, steel and other building materials, if any, as may be deemed fit and proper to the Vendee;

(l) payment and/or receive the refund of all deposits or other charges to and from all public or government authorities or other private utility providers in relation to the construction, development of the said Property or any construction, development on the Project;

(m) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required by and under the applicable laws, any government authority including LDA, RERA Authority, in relation to and necessary for the full, free, uninterrupted and exclusive construction on the Project;

(n) sell, allot, lease, license, or otherwise dispose off or alienate the plots/villas/row housing/ high-rise/mid-rise/ units etc. developed in the Project as the Vendee may deem fit;

(o) create mortgage on the said Property or any part thereof and call upon the Vendor to execute documents, mortgage deeds, no objection certificates, declarations, affidavits, etc. as may be required by the Vendee in this regard;

(p) launch the Project in its own name and issue advertisements in such mode as the Vendee may deem fit and inviting prospective purchasers, lessees, licensees etc. for allotment and sale of the said Property;

(q) set up, install, and make provisions for the various facilities/services in the Project and/or units to be constructed therein as may be required under applicable laws and to handover the maintenance thereof to a maintenance agency or to the association of apartment owners, as the case may be;

(r) to file and register the requisite deeds and documents under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and Real Estate (Regulation and Development) Act, 2016 and such other acts, laws, regulations as may be applicable;

(s) to be free to promote, brand, market the Project as per its own discretion;

(t) subject to applicable laws, be free to draft, print, publish, brochures, advertisements, application forms, allotment letters, conveyance deeds, maintenance agreements and such other documents, deed etc. required for the sale and marketing of the Project, as the Vendee may deem fit;

(u) The Vendor agrees to execute such further document, deed, attorney or authorization as may be required by the Vendee for vesting the said powers and authorisations in favour of the Vendee;

(v) Right to sell, transfer and convey the said Sale Area (both as built and unbuilt) and transfer all benefits, rights, commitments, warranties by Vendee;

(w) Assign all benefits, rights as may be available to the Vendee, generally and under this Sale Deed including in respect of the said Property, the Sale Area in favour of any nominee, transferee or assign provided such nominee, transferee or assign is also bound by the obligations as

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contained in this Sale Deed.

The Vendor acknowledges and accepts that the Vendee may acquire the balance part of the Net Project Area from Orange Sky Maintenance Services Private Limited or any its assigns and the Vendee shall be entitled to the same rights in that area as acquired by the Vendee in this Deed and the Vendor shall have no objection to the same.

9. MAINTENANCE

(a) The Vendor represents and confirms that as on date of execution of this Sale Deed, no property tax is required to be paid by the residents of the Hi-Tech Township, however the Vendor or its designated agency shall be required to maintain the said Hi-Tech Township at the township level. The Vendee shall enter into an appropriate agreement with the Vendor or its designated agency maintaining the said Hi-Tech Township in respect of maintenance and related services for the Project with charges as prevalent at that time. The said agreement shall, *inter alia*, cover matters relating to collection, disposal of solid waste, disposal of storm water, sewerage and maintenance and operation of the common STP, regular maintenance and cleaning of common access roads, green areas, street lighting of the common areas of the Hi-Tech Township, and security inside the Hi-Tech Township.

(b) That the Vendor either directly or through its appointed/ nominated agency, shall look after the maintenance and up keep of the common areas and facilities of the Hi-Tech Township as a whole. The maintenance of the Project shall be the responsibility of the Vendee which it may do so through a maintenance agency or grant the maintenance to the association of apartment owners, or to a corporate body or other agency appointed by the Vendor itself. Any maintenance fee charged by the Vendor or by its appointed/ nominated agency with regards the maintenance of the Hi- Tech Township shall be in accordance with prevailing policy of the Vendor or its appointed/ nominated agency.

(c) After the Hi-Tech Township is handed over to local body or even before, whenever any tax is imposed by any statutory authority, the same shall be payable by the vendee / allottee / occupant / owner of the apartments/units and in such event, the maintenance charges payable to the Vendor or its nominated agency shall cease to apply.

10. FURTHER ASSURANCES

(a) The Vendor hereby represents, assures, confirms and undertakes to the Vendee that this Sale Deed shall be a valid and perfect document of title for the Vendee and based on the rights acquired by the Vendee under this Sale Deed, it shall be able to execute and register the allotment

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letters, flat buyers agreements, sale deeds etc. in favour of third party allottees, purchasers and such third party allottees, purchasers shall acquire a valid title to their respective plots/flat/villas/units/ high-rise/mid-rise etc.

(b) The Vendee shall be entitled to raise funds, construction finance for the development/construction of the Project on the Sale Area. For the purpose of raising funds, construction finance, the Vendee shall be entitled to create mortgage and/or create charge on the Sale Area and the rights as granted to the Vendee under this Sale Deed. If so reasonably required by the Vendee, the Vendor hereby undertakes to sign, execute and deliver all such documents and do all such acts, deeds and things as may be required for creation and/or perfection of security in favour of the lenders to the Vendee without undertaking any financial obligation.

(c) That the Vendor, shall from time to time hereinafter, at the cost and expense of the Vendee and upon reasonable request of the Vendee, make, do, execute and perfect or cause to be made, done, executed and perfected and do all such acts, deeds, matters and things whatsoever for better and more perfectly assuring conveying and confirming the said Property including the Sale Area and the rights assured herein unto and to the benefit of the Vendee forever in the manner aforesaid. The Vendor has separately executed a special power of attorney in favour of the Vendee to enable the Vendee to undertake the development/construction of the Project on the Sale Area.

(d) That the Vendee, at its own costs, can get the said Property (including the Sale Area) mutated, substituted and transferred in its name, on the basis of this Sale Deed, in the record of any authority or any other relevant records in the absence of the Vendor. The Vendor undertakes that it shall sign all other papers/documents required in this connection.

(e) The Vendor agrees and undertakes that the purchasers/allottees in the Project shall be treated no differently from purchasers of any other project in the Sushant Golf City Township and shall have unfettered access and all rights in all the common areas of the Sushant Golf City Township.

11. MISCELLEANEOUS

(a) The Vendor shall not be liable for any claims or suits relating to the plots/villas/units/ high-rise/mid-rise constructed in the Project, which claims are not attributable to the Vendor.

(b) That the Vendee confirms that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9)(A) of the Benami Transactions (Prohibition) Act 1988 and that the purchase is well within the purview of the permitted transactions defined

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thereunder.

(c) Each Party shall abide by provisions of the law, rules, policies and regulations in force and applicable to the said Property/Hi- Tech Township at any time including any amendments and modifications thereof. Further, each Party shall also comply with the terms and conditions of various policies, licenses, approvals and sanctions granted/issued by the competent authorities in respect of the said Property/Hi-Tech Township including and not limited to environmental clearance, development agreement, license etc.

(d) The recitals and background given in this Sale Deed form an integral part of this Sale Deed and constitute the representations made by the Vendor to the Vendee.

(e) Wherever the term land is used to denote the said Property it shall be read and construed as undivided share of Sale Area.

12. INDEMNITY

That the Vendor hereby agrees and covenants with the Vendee to indemnify and keep indemnified the Vendee against all losses or damages or claims/ liabilities/ fines/ interests/ expenses/ proceedings/ actions which the Vendee may suffer on account of any defect in the title of the said Property including Sale Area conveyed by the Vendor to the Vendee and on account of any breach, incompleteness or inaccuracy of any representation or warranty or covenant made by the Vendor in this Sale Deed including but not limited to the obligation of the Vendor to provide and/or develop all the common/ trunk services around the Net Project Area and provide tapping points for connecting the services with the Project or due to any action or inaction of the Vendor. The Vendor further assures and represents to the Vendee that if there is any defect in the title of the Vendor to the said Property or the Sale Area or any part thereof, and the same is rectifiable, the Vendor shall rectify the same at its own costs to the satisfaction of the Vendee.

The Vendor shall specifically keep the Vendee indemnified in all respects against all losses/ damages/ claims/ liabilities/ fines/ interests/ expenses/ proceedings/ actions suffered by the Vendee pertaining to or connected with any proceedings or claims in connection with misuse of the Sale Area or the Property attributable to the Vendor or its predecessors in title.

13. COSTS, CHARGES AND EXPENSES

Save and except the consideration paid to the Vendor and the applicable fees payable to the authorities in respect of the construction and development of the Project, no other charges shall be payable by the Vendee to the Vendor or to any other person or authority in respect of the of the said Property or the Sale Area towards any dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing.

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14. SEVERABILITY

If any provision of this Sale Deed is determined to be void or unenforceable under any law, such provision shall be deemed amended or deleted to the extent necessary to conform to applicable laws and the remaining provisions of this Sale Deed shall remain valid and enforceable.

15. ASSIGNMENT

It is further been agreed between the Vendor and the Vendee and is hereby clarified that the Vendee shall have the exclusive right to assign all its rights, title, interest in the said Property including the right to develop, construct, build, market, sell and transfer the Sale Area (both as built up and unbuilt) to any Person, without any restrictions whatsoever.

16. GOVERNING LAW AND JURISDICTION

(a) This Sale Deed shall be governed by Indian laws and courts in Lucknow shall have jurisdiction to adjudicate upon all matters/issues arising out of/related to the subject matter of this Sale Deed.

(b) Each Party shall have the right to seek specific performance of this Sale Deed.

17. STAMP DUTY AND REGISTRATION

(a) That Vendee shall bear all cost and expenses and legal fees in respect of sale of the said Property including stamp duty, registrations fee and other incidental expenses on the Sale Deed.

(b) That the said Sale Area is situated in the Sushant Golf City and the said Sale Area is situated more than 200 meters from Amar Shaheed Path and Sultanpur Road. The said Sale Area is situated on 45 meter wide road. For the purpose of calculation of the stamp duty, the collector rate of the land is fixed at Rs. 20,000/- per sq. mtr. + 10% comes to Rs. 22,000/-. The area of the said Sale Area is approximately 4197.85 square meters. Market Value based on collector rate of the land area 1000 Sq. Mt. at the rate of Rs. 22,000/-comes to Rs. 2,20,00,000/-. Market Value based on collector rate of remaining area of 3197.85 square meters at the rate of Rs. 15,400/- (22,000-30%) comes to Rs. 4,92,46,891/-. Hence the market value based on collector rate of the Sale Area comes to Rs. 2,20,00,000/- + Rs. 4,92,46,891/- = Rs. 7,12,46,891/-. Since the Sale Consideration is higher than the market value based on collector rate therefore total stamp duty of Rs. 50,17,500/- (Rupees Fifty Lakhs Seventeen Thousand and Five Hundred only) has been paid on the Sale Consideration.

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Annexure 1
Resolution passed by the board of directors of Ansal Properties and Infrastructure Ltd

(Annexed separately)

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Annexure 2
Board resolution of Pardos Developers Private Limited

(Annexed separately)

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Annexure 3
Location of GH 3 on the layout plan of the Hi Tech Township

(Annexed separately)

For Pardos Developers Private Limited

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Annexure 4

Superimposition of the Net Project Area and Sale Area earmarked for GH 3 on the aks shijra map of Nizampur Majhigawan and Devamau

(Annexed separately)

For Pardos Developers Private Limited

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Annexure 5

(Rights, powers and authorization granted by Vendor to Vendee)

1. To approach to any designated/non designated official of any of the government /semi- government / nongovernment authorities/ department/ board/ministry including but not limited to Government of the state of Uttar Pradesh; Central Government; Department of Environment, Fire Department, Lucknow Development Authority (LDA); and/or the concerned electricity and water supply & distribution agency for the Project; Local Authority or any other Ministry or Department of the Central Government/State Government and/or the Government of Uttar Pradesh and/or allied office or any other Authority/Department/Corporation/Ministry/Board in respect of and in connection with the Project and/or Sale Area **(hereinafter referred to as "aforesaid authorities")** for obtaining any license, certification, recognition, acknowledgement, authorization, accredit, consent, certificate, document, warrant, sanction, permit, permissions, approvals of any nature, kind, sort, type, variety, class, category **(hereinafter referred to as "aforesaid permission/approvals")** for zoning, erecting, raising, constructing, digging, developing, mounting, selling, advertising, manufacturing, assembling, Promoting, plowing, cultivating, modernizing or for any other land related purpose **(hereinafter referred to as "aforesaid purpose")** on, for and in connection with the Project and/or Sale Area as and when required under the provisions of the byelaws, acts, rules, regulations, announcement, notifications, circulars, guidelines, procedures, declaration, pronouncement, clarifications, policy, convention either at state level or central level as and when applicable to the Project and/or Sale Area **(hereinafter referred to as "applicable laws')**.
2. To plan, prepare and make necessary applications with the aforesaid authorities for obtaining the aforesaid approvals for the aforesaid purpose for and in respect of the Project and/or Sale Area as and when required under the provisions of the applicable laws;
3. To make necessary payment and pay other fees and charges to the aforesaid authorities and incur all such necessary expenditure as and when require to be done for making the necessary applications and for obtaining the aforesaid approvals and shall also be entitled to be reimbursed for all the expenses paid/incurred on behalf of the company in relation to the Project and/or Sale Area;
4. To engage, appoint or hire a surveyors, architects, contractors or such other consultants and experts as and when required for planning, preparing, applying and obtaining the aforesaid approvals for aforesaid purposes in respect of the Project and/or Sale Area;
5. To invite tenders and offers for the purpose of construction in the Project and/or on Sale Area, to accept such tenders or offers on such terms and conditions as the Vendee may in his absolute discretion deem fit, to give construction contract to such contractors/person(s)/agencies and to enter into

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such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development on the Project and/or Sale Area wholly or partly or in stages and for construction of building or structures thereon and/or furnishing/cladding the premises therein as the Vendee may in his absolute discretion deem fit and to pay the cost of the construction and development of the proposed building or structure and for furnishing of the same, to such contractor and other persons or bodies and to obtain valid receipts and discharges therefore to enter into contracts for the supply of materials, labor and for all other services as may be required for development and construction of the building or structure on the Project and/or Sale Area on such terms and conditions as the Vendee may in discretion deem fit and proper;

6. To engage various agencies and persons in connection with the construction/development/execution/completion of the proposed structure/building;
7. To hire any consultant, advocate or any other professional and take the necessary consultancy and opinion before or after the making of the necessary application or modification thereto for obtaining the aforesaid approvals from the aforesaid authorities for and in relation to the Project and/or Sale Area;
8. To appear, represent for and on behalf of the Company before the aforesaid authorities in respect of the Project and/or Sale Area or/and proposed structure/building under the provisions of the applicable laws for and in relation to the obtaining of the aforesaid approvals for the aforesaid purposes and with regard to the construction of the proposed building or structure with respect to the Sale Area;
9. To do all acts, deeds and things required for amending/rectifying and entries in respect of the Sale Area in the land revenue records;
10. To do all acts, deeds, things relating to the Project and/or Sale Area and/or proposed structure/building including but not limited to obtaining electricity, water, sewer and other connections from the municipal and other authorities and to do all necessary actions in connection therewith;
11. To make necessary modifications, alterations and corrections in the original application made with the aforesaid authorities as and when required for obtaining the aforesaid approvals as and when required under the provisions of the applicable laws;
12. To make, affirm, present, execute, and register any letter, applications, forms, documents, deeds, affidavits, indemnities, undertakings, guarantees, representations and petitions for obtaining the aforesaid approvals;
13. To receive at any time hereinafter any of the aforesaid approvals from any of the aforesaid authorities and give effective receipt for the same;
14. To further delegate all or any of the aforesaid powers to any other person or persons and to appoint any other person(s) with all or any of the said powers and to cancel withdrew and/or revoke the powers conferred upon such person;

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

VENDOR

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

FOR ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED

VENDEE

For Pardos Developers Private Limited

Director/Authorised Signatory

FOR PARDOS DEVELOPERS PRIVATE LIMITED

WITNESSES

1 Vikas Kumar

S/o Veerendra Bahadur

R/o Pure Vijay Singh Rikali

2 Amal Ali

Amal Ali (Adv)

Civil Court, Lko.

Annexure 1

ansal API
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CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE DIRECTORS OF ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED, AT THEIR MEETING HELD ON FRIDAY, THE 08TH APRIL, 2022

Authorization to sign the documents for sale/ transfer of plots at Sector H, Sushant Golf City, Lucknow to Pardos Developers Private Limited.

"**RESOLVED THAT** approval of the Directors of the Company be and are hereby accorded to sell, transfer and convey approximately 7.90 acres (31979.33 square meters) area falling on Plot Group Housing 3 at Sector H situated in Sushant Golf City, Lucknow within the revenue estate of villages Nizampur Majhigawan and Devamau, Tehsil Sarojini Nagar, District Lucknow, Uttar Pradesh, as per the details given herein below ("**Sale Property**") or such other area of the said Plot as agreed between the Company and Pardos Developers Private Limited ("**the Purchaser**").

Village Nizampur, Majhigawan	
Khasra No.	**Area (in acre)**
139	0.308875
140	0.2471
141	0.274281
142	0.019768
143	1.512252
144	2.011394
148	0.061775
149	0.032123
150	0.2471
151	1.03782
152	0.303933
153 A	0.385476
154	0.192738
Village Devamau	
27	0.365708
28	0.59304
29	0.061775
33	0.2471
Total:	**7.902258**
	31979.33 square metre

RESOLVED FURTHER THAT the aforesaid sale, transfer/ conveyance of area in the aforesaid Plot may happen in tranches on terms mutually agreed between the Company and Purchaser.

RESOLVED FURTHER THAT the approval of the Directors be and are hereby accorded to jointly authorize and empower any two out of Shri Anil Kumar Pandey, Shri Neeraj Kumar Jha and Shri Saubhagya Mishra (hereinafter referred as "Authorised Persons"), to discuss, modify, finalise, sign and execute the Sale Deed(s) and other documents etc. in favour of the Purchaser for the Sale Property as agreed between the Company and the Purchaser.

RESOLVED FURTHER THAT the aforesaid Authorised Persons are also severally authorized to appear / present the sale deed(s) / transfer document(s) / other document(s) before the concerned Registrar/ Sub-Registrar/ any registering authority, for registration, under any statute, and, to admit/verify execution thereof.

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Ansal Properties & Infrastructure Ltd.
(An ISO 14001 : 2004 OHSAS 18001 : 2007)
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Website: www.ansalapi.com
CIN: L45101DL1967PLC004759
Email: customercare@ansalapi.com TOLL FREE NO. 1800 266 5565

RESOLVED FURTHER THAT the Authorised Persons are also hereby authorized to sign and execute the Services Agreement, Power of Attorney etc. in favour of the Purchaser and to issue receipt to the Purchaser in respect of the consideration received against the Sale Deed(s) and to sign, execute and deliver such further documents, deeds, undertakings, indemnities etc. as may be required or agreed to with the Purchaser.

RESOLVED FURTHER THAT the aforesaid Authorised Persons are also hereby authorized to handover the possession of the Sale Property to the authorised nominee of the Purchaser and further authorized to sign and execute the possession letter/possession certificate in respect of the foregoing.

RESOLVED FURTHER THAT the aforesaid Authorised Persons are also authorized to do or cause to be done all such acts, deeds, and things and take all such steps as may be necessary, which are required or incidental, ancillary or consequential to the exercise of the above authorities and powers.

RESOLVED FURTHER THAT all acts, things or deeds, done or caused to be done, by aforesaid Authorized persons for the above matters, before conferring this authorization, be and are hereby ratified and confirmed, as being done or caused to be done for and on behalf of the Company.

RESOLVED FURTHER THAT all such acts, deeds, matters and things, done or to be done by aforesaid Authorized persons in connection with and to safeguard the interest of the Company, shall be binding on the Company and deemed to have been done by the Company itself.

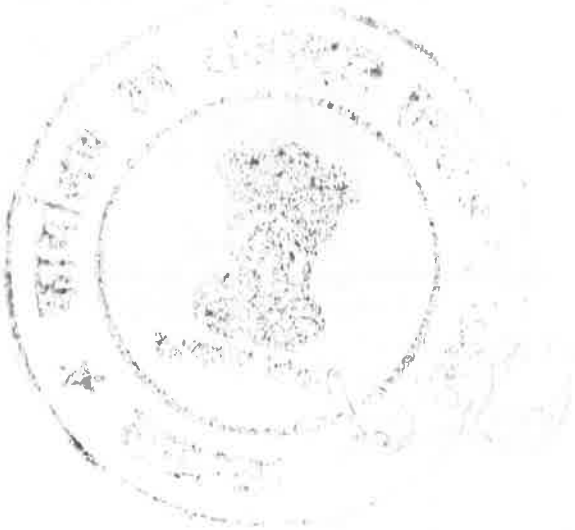
RESOLVED FURTHER THAT above authorization in favour of aforesaid Authorized Persons shall remain in force till the date they remain in the employment of the Company or such authorization gets revoked by the Company or any other resolution is passed by the Directors, modifying and/or revoking this authorization, whichever is earlier.

RESOLVED FURTHER THAT a certified true copy of this Resolution be forwarded wherever required under the signatures of any Director or Company Secretary of the Company."

Certified to be correct
for **Ansal Properties & Infrastructure Limited**

Abdul Sami
General Manager (Corporate Affairs) &
Company Secretary
FCS-7135

Ansal Properties & Infrastructure Ltd.
Authorised Signatory



ANNEXURE - 2

PARDOS DEVELOPERS PRIVATE LIMITED

CIN: U45202DL2018PTC339197
Registered Office: V.O. No. 10, 505, Chiranjiv Tower, 43 Nehru Place New Delhi DL 110019 IN
Email: Okas@Okas.co.in

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF PARDOS DEVELOPERS PRIVATE LIMITED HELD ON WEDNESDAY, 11TH MAY, 2022, AT THE REGISTERED OFFICE ADDRESS OF THE COMPANY AT V.O. NO. 10, 505, CHIRANJIV TOWER, 43 NEHRU PLACE NEW DELHI DL 110019 IN

AUTHORIZATION FOR PURCHASE OF LAND AND FOR EXECUTION OF SALE DEED WITH ANSAL PROPERTIES & INFRASTRUCTURE LIMITED

"**RESOLVED THAT** the consent of the Board of Directors be and is hereby accorded to purchase the land parcel admeasuring 7.902 acres (31975.857 square meters) approximately, falling on Plot GH 3 at Sector H situated in Sushant Golf City, Lucknow, which falls within the revenue estate of villages Nizampur Majhigawan and Devamau, Tehsil Sarojini Nagar, District Lucknow, Uttar Pradesh detailed as follows:

Village Nizampur Majhigawan	
Khasra No.	**Area (in acre)**
139	0.308875
140	0.247100
141	0.274034
142	0.019768
143	1.512252
144	2.011394
148	0.061775
149	0.032123
150	0.247100
151	1.037326
152	0.303933
153	0.385476
154	0.192738
Village Devamau	
Khasra No.	**Area (in acre)**
27	0.365708
28	0.593040
29	0.061775
33	0.247100
Total:	**7.902**
Or	31975.857**square metre**

(Hereinafter "**Land Parcel**") or part thereof, from Ansal Properties & Infrastructure Limited, a company incorporated under the provisions of the Indian Companies Act 1956, bearing CIN L45101DL1967PLC004759 having Registered Office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001 (**"Seller"**) on such terms and conditions and in the manner as mentioned in the draft Sale deed/ possession letter/s certificate(s)/ receipts/ agreement for sale, etc. placed before the Board for its perusal.

RESOLVED FURTHER THAT the Land Parcel may be purchased through one deed or in part through separate deeds, as the Company and Seller may mutually agree.

For Pardos Developers Private Limited

Director/Authorised Signatory

For Pardos Developers Private Limited

Director/Authorised Signatory

For Pardos Developers Private Limited

Director/Authorised Signatory

PARDOS DEVELOPERS PRIVATE LIMITED

CIN: U45202DL2018PTC339197
Registered Office: V.O. No. 10, 505, Chiranjiv Tower, 43 Nehru Place New Delhi DL 110019 IN
Email: Okas@Okas.co.in

RESOLVED FURTHER THAT Ms. Astha Dhingra D/o Mr. Bharat Bhushan R/o 2/47; Old Rajinder Nagar, New Delhi - 110060 holding PAN: ARBPD5281A, Syed Mohd Ahsan Abidi S/o Syed Mohd Mohsin Abidi R/o Mufti Mohalla Mufti House Jaunpur 222001 holding PAN: ALCPA5580C and Mr. Piyush Kumar Gautam S/o Ram Krishna Singh R/o C-1007, Aggarwal Heights, Raj Nagar Extension, Ghaziabad UP 201017 holding PAN: AJKPG3117D, Authorized Signatories of the Company be and are hereby severally authorized to sign and execute the Sale Deed(s), possession letter/s certificate(s), receipts, agreement for sale and/ or any other documents on behalf of the Company with regards to the purchase of aforesaid Land Parcel or part thereof.

RESOLVED FURTHER THAT Ms. Astha Dhingra, Syed Mohd. Ahsan Abidi and Mr. Piyush Kumar Gautam, Authorised Signatories of the Company be and are hereby severally authorized to take possession of the aforesaid land falling on Plot GH 3 at Sector H located at Sushant Golf City, Lucknow, which falls within the revenue estate of villages Nizampur Majhigawan and Devamau, Tehsil Sarojini Nagar, District Lucknow, Uttar Pradesh

RESOLVED FURTHER THAT Ms. Astha Dhingra, Syed Mohd. Ahsan Abidi and Mr. Piyush Kumar Gautam be and are hereby severally authorized to present and appear before the Registrar or the concerned Sub-Registrar as may be necessary to cause the said Sale Deed(s) to be duly registered and to do all such act, things and deeds which may be deemed pertinent or necessary to give effect to the resolutions above.

RESOLVED FURTHER THAT Ms. Astha Dhingra, Syed Mohd. Ahsan Abidi and Mr. Piyush Kumar Gautam, be and are hereby further severally authorized to sign and execute the Service Agreement with the Seller in respect of aforestated Land Parcel.

RESOLVED FURTHER THAT in terms of Section 21 of the Companies Act, 2013, any two Directors of the Company shall sign/authenticate the above resolution."

Certified True Copy
For Pardos Developers Private Limited

Jassa Singh Chawla
Director
DIN: 02543983
Address: 120, Sunder Nagar, Nizamuddin East, Lodhi Road, New Delhi-110003

Puneet Kakker
Director
DIN: 08118727
Address: 1018, Valencia Tower, Mahagun Mezzaria, Sector 78, Noida, 201304

For Pardos Developers Private Limited

Director/Authorised Signatory

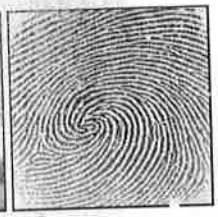
आवेदन सं०: 202201041042229

विक्रय पत्र

वर्ष: 2022

बही स०: 1 रजिस्ट्रेशन स०: 33670

प्रतिफल- 71671923 स्टाम्प शुल्क- 5017500 बाजारी मूल्य - 71246891 पंजीकरण शुल्क - 716720 प्रतिलिपिकरण शुल्क - 160 योग : 716880



श्री परडोस डेवलपर्स प्राइवेट लिमिटेड द्वारा
पियूष कुमार गौतम अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राम कृष्ण सिंह
व्यवसाय : नौकरी
निवासी: वी ओ न 10, 505, चिरंजीव टावर, 43, नेहरु प्लेस, नई दि

पियूष कुमार गौतम अधिकृत पदाधिकारी/
प्रतिनिधि

श्री, परडोस डेवलपर्स प्राइवेट लिमिटेड द्वारा

ने यह लेखपत्र इस कार्यालय में दिनाँक 08/09/2022 एवं 06:50:58 PM बजे
निबंधन हेतु पेश किया।

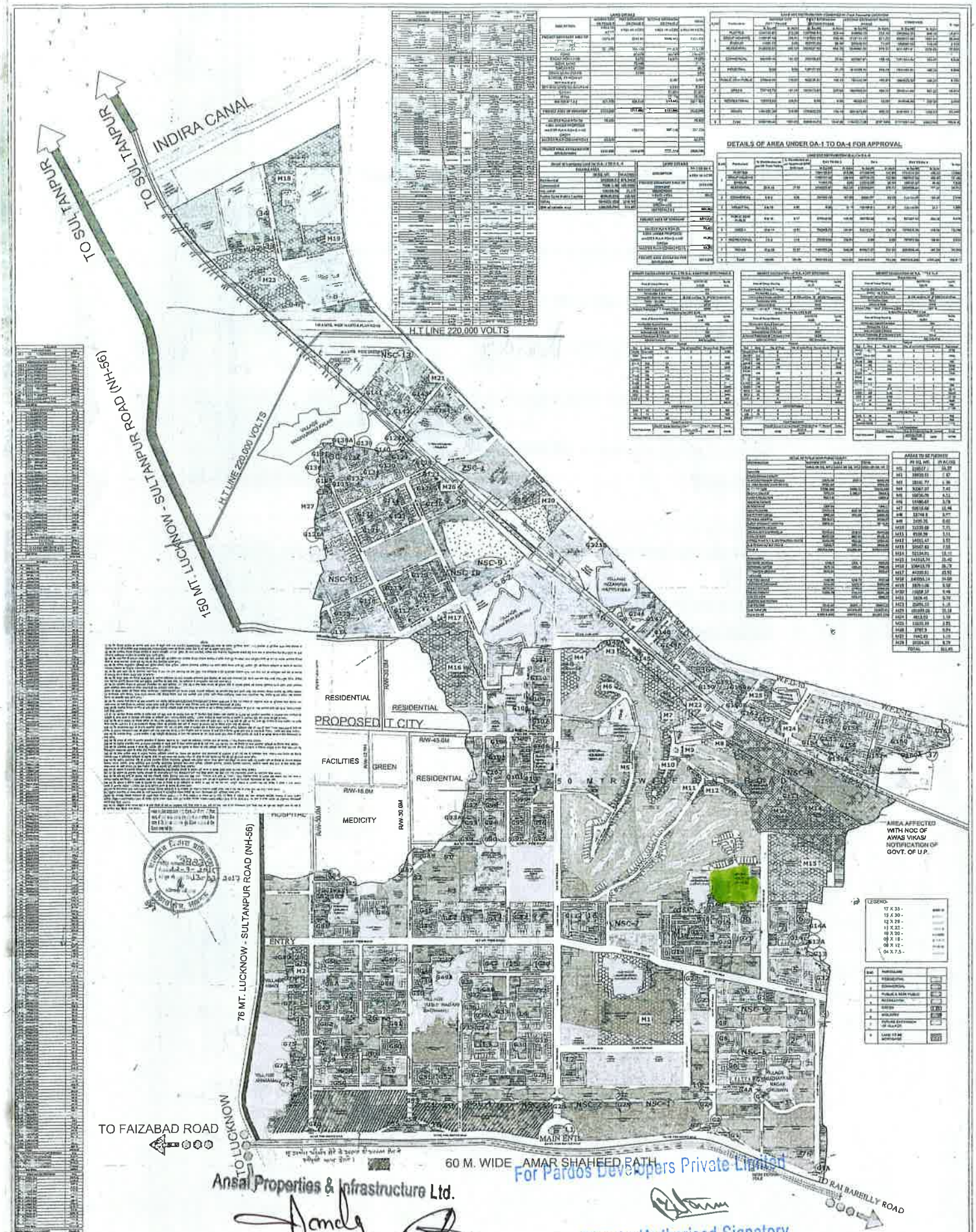
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह .
उप निबंधक :सरोजनीनगर
लखनऊ
08/09/2022

ओम प्रताप सिंह
निबंधक लिपिक
08/09/2022

प्रिंट करें

ANNEXURE - 3



Ansal Properties & Infrastructure Ltd.

Authorised Signatory

For Pardos Developers Private Limited

Director/Authorised Signatory

PROPOSED LAYOUT PLAN OF SUSHANT GOLF CITY, HI-TECH TOWNSHIP AND ITS EXTENSION AT SULTANPUR ROAD, LUCKNOW	SCALE 1:8000	REVISION	DATE JULY-2015
ANSAL PROPERTIES & INFRASTRUCTURE LTD. GROUND FLOOR, TUFAN & MANAY PLAZA COMPLEX, 13 ASHOK MARG LUCKNOW. DELHI OFFICE 115 ANSAL BHAWAN, 8 KASTURBA GANDHI MARG NEW DELHI	CHECKED	VIRESH KUMAR	
LAYOUT PLAN DA 1 TO DA4	ARCHITECT	VIRESH KUMAR	
LDP/SSG/LKO/DA1 TO DA4 (1/6)	ASSISTANT ARCHITECTS	BALNEET KAUR, SHAILENDRA SHUKLA	

TOWNSHIP: RUDRABHISHEK ENTERPRISES PVT. LTD

OWNER'S SIGN

ARCHITECT'S / TOWNPLANNER'S SIGN

आवेदन सं०: 202201041042229

बही स०: 1 रजिस्ट्रेशन स०: 33670 वर्ष: 2022

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

विक्रेता: 1

श्री अंसल प्रॉपर्टीज एंड इंफ्रास्ट्रक्चर लिमिटेड के द्वारा अनिल कुमार, पुत्र श्री बलराम पाण्डेय

निवासी: 115, अंसल भवन, 16, कस्तूरबा गाँधी मार्ग, नई दिल्ली

व्यवसाय: नौकरी


विक्रेता: 2

श्री अंसल प्रॉपर्टीज एंड इंफ्रास्ट्रक्चर लिमिटेड के द्वारा नीरज झा, पुत्र श्री राम नरेश झा

निवासी: 115, अंसल भवन, 16, कस्तूरबा गाँधी मार्ग, नई दिल्ली

व्यवसाय: नौकरी


क्रेता: 1

श्री परडोस डेवलपर्स प्राइवेट लिमिटेड के द्वारा पियूष कुमार गौतम, पुत्र श्री राम कृष्ण सिंह

निवासी: वी ओ न 10, 505, चिरंजीव टावर, 43, नेहरु प्लेस, नई दि

व्यवसाय: नौकरी


ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री विकास कुमार, पुत्र श्री वीरेंद्र बहादुर

निवासी: पुरेविजयसिंह हमीरमऊ, रायबरेली

व्यवसाय: अन्य


पहचानकर्ता : 2

श्री अज़मत अली, अधिवक्ता

निवासी: सिविलकोर्ट, लखनऊ

व्यवसाय: वकालत


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह .
उप निबंधक : सरोजनीनगर
लखनऊ
08/09/2022

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।
टिप्पणी :माननीय उच्च न्यायालय दिल्ली के निर्णय दिनांक 24-09-2019 से पक्षकारों को अवगत कराते हुए नियमानुसार निबन्धन की कार्यवाही की गयी है।

ओम प्रताप सिंह
निबंधक लिपिक लखनऊ
08/09/2022

प्रिंट करें

ANNEXURE - 4

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

For Pardos Developers Private Limited

Director/Authorised Signatory

आवेदन सं०: 202201041042229

बही संख्या 1 जिल्द संख्या 9343 के पृष्ठ 299 से 366 तक क्रमांक 33670 पर दिनाँक 08/09/2022 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह .

उप निबंधक : सरोजनीनगर

लखनऊ

08/09/2022

प्रिंट करें