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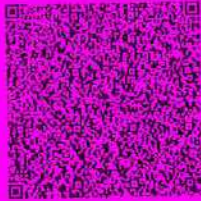
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

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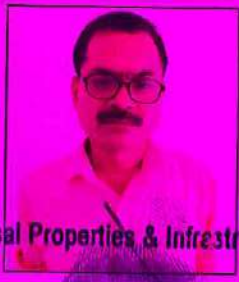
Certificate No.	: IN-UP06526082119803R
Certificate Issued Date	: 24-Aug-2019 01:29 PM
Account Reference	: SHCIL (FI)/ upshcil01/ SAROJINI NAGAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0107766312384042R
Purchased by	: RISHITA DEVELOPERS PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: UNDIVIDED SHARE OF LAND FOR TOWER NO.B1 OF GROUP HOUSING-1,SEC-C,POCKET-6,SUSHANT GOLF CITY,LUCKNOW
Consideration Price (Rs.)	:
First Party	: ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
Second Party	: RISHITA DEVELOPERS PVT LTD
Stamp Duty Paid By	: RISHITA DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.)	: 32,64,000 (Thirty Two Lakh Sixty Four Thousand only)

ESD



बेनामा पत्र
 14154/18
 1836900/2
 26/8/19

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Authorised Signatory



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Rishita Developers Pvt. Ltd.

Shelby Kumar Agawa

SIR 0001157386 Authorised Signatory

Mandatory Alert:

The authenticity of this Stamp Certificate should be verified at www.ansalestamp.com. Any discrepancy in the details or the status of the certificate should be reported to the Competent Authority. The burden of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.



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भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सरोजनीनगर लखनऊ क्रम 2019367028347

आवेदन संख्या : 201901041031945

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2019-08-26 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम सुधीर कुमार अग्रवाल

लेख का प्रकार विक्रय पत्र

प्रतिफल की धतराशि 72861896 / 72543936

1. रजिस्ट्रीकरण शुल्क 20000

2. प्रतिलिपिकरण शुल्क 140

3. निरीक्षण या तलाश शुल्क

4. मुह्तार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 20140

शुल्क वसूल करने का दिनांक 2019-08-26 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2019-08-26 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



Rishita Developers Pvt Ltd

BRIEF DETAIL OF SALE DEED

1.	TYPE OF PROPERTY	:	RESIDENTIAL
2.	MOHALLA	:	SUSHANT GOLF CITY-LUCKNOW
3.	PROPERTY DETAILS	:	UNDIVIDED SHARE OF LAND FOR TOWER NO. B1 OF GROUP HOUSING - 1, SECTOR -C, POCKET -6 SITUATED AT SUSHANT GOLF CITY, SULTANPUR ROAD, LUCKNOW, (U.P.)
4.	MEASUREMENT UNIT	:	SQUARE METER
5.	AREA OF PROPERTY	:	3889.52 SQ. MTR.
6.	SITUATION OF ROAD	:	away from amar shaheed path and sultanpur road.
7.	OTHER DESCRIPTION	:	SITUATED AT 30 METER WIDE ROAD.
8.	SALE CONSIDERATION	:	Rs. 7,28,61,895 /-
9.	MARKET VALUE	:	Rs. 7,25,43,936/-
10.	TOTAL STAMP DUTY	:	Rs. 51,01,000/-
11.	STAMP DUTY PAID WITH AGREEMENT	:	Rs. 18,37,000/-
12.	STAMP DUTY PAID WITH THIS DEED	:	Rs. 32,64,000/-
11.	TAX DEDUCTED AT SOURCE (TDS)	:	RS. 7,28,619/-

BOUNDARIES OF THE PROPERTY

North East : Tower -D2
South West : Tower -B2
North West : Open
South East : 30 Mtr. Road

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for Rishita Developers Pvt. Ltd.

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FIRST PARTY/ SELLER:

Ansal Properties & Infrastructure Limited, a company incorporated under the Companies Act, 1956 (CIN-L45101DL1967PLC004759), having its Registered Office at 115, Ansal Bhawan, 16, K.G. Marg, New Delhi-110001 and branch/local office at 2nd Floor, Shopping Square, Sector-D, Sushant Golf City, Sultanpur Road, Lucknow- 226030.
PAN- AAACA0006D

SECOND PARTY/PURCHASER:

Rishita Developers Private Limited, a company incorporated under the Companies Act, 1956 (CIN-U45201UP2008PTC035945), having its registered office at 116-117, Coronation Anand Tower, 1st Floor, Vibhuti Khand, Gomti Nagar, Faizabad Road Lucknow-226010.
PAN- AAECR1191G

SALE DEED

This **SALE DEED** ("Sale Deed") is made and executed at Lucknow on this 26th day of August, 2019.

BY

Ansal Properties & Infrastructure Limited, a company incorporated under the Companies Act, 1956 (CIN-L45101DL1967PLC004759), having its Registered Office at 115, Ansal Bhawan, 16, K.G. Marg, New Delhi-110001 and branch/local office at 2nd Floor, Shopping Square, Sector-D, Sushant Golf City, Sultanpur Road, Lucknow- 226030 through its authorized signatories Mr. Kamlesh Singh Son of Mr. Ramjanm Singh and Mr. Neeraj Jha Son of Mr. Ram Naresh Jha duly authorized by Board resolution dated 27th May 2019 (hereinafter referred to as the "**FIRST PARTY/SELLER**", which expression shall, unless repugnant to the context or meaning thereof shall mean and include its representatives, successor-in-interest and permitted assigns), of the **FIRST PART**.

The Board Resolution dated 27th May 2019 is annexed herewith as Annexure No.1

IN FAVOUR OF:

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for Rishita Developers Pvt. Ltd.

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Rishita Developers Private Limited, a company incorporated under the Companies Act, 1956, (CIN-U45201UP2008PTC035945) having its registered office at 116-117, Coronation Anand Tower, 1st Floor, Vibhuti Khand, Gomti Nagar, Faizabad Road Lucknow-226010, through its Director Mr. Sudhir Kumar Agarwal duly authorized by Board of Directors, (hereinafter referred to as the "**SECOND PARTY/PURCHASER**", which expression, unless repugnant to the context or meaning thereof, shall mean & include its authorized representatives, successors-in-interest and permitted assignees,) of the **OTHER PART**.

The Board Resolution dated 14.01.2019 is annexed herewith as Annexure No.2

FIRST PARTY/ SELLER and **SECOND PARTY/PURCHASER** are hereinafter individually referred to as the "**Party**" or as such and collectively referred to as the "**Parties**".

RECITALS:

A. **WHEREAS** the Housing & Urban Planning Department, Government of Uttar Pradesh, as per the mandates of the national and state housing policy(s), announced a policy on 22.11.2003 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 Townships in the state of Uttar Pradesh with world class infrastructure and pursuant to the aforesaid Hi-Tech Township Policy, the Government of Uttar Pradesh invited proposals for private parties for development of Hi-Tech Townships in the State of Uttar Pradesh.

B. **WHEREAS** with respect to the proposal(s), the high

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power committee constituted by the Government of Uttar Pradesh had selected FIRST PARTY/ SELLER for development of a Hi-Tech Township at Sultanpur Road, Lucknow on the land admeasuring 3530 acres (approx.) and a Memorandum of Understanding (Hereinafter referred to as "MOU for Development of Hi-Tech Township") was executed between FIRST PARTY/ SELLER and Lucknow Development Authority (Hereinafter referred to as "Lucknow Development Authority /LDA"), a development authority constituted under the provisions of Uttar Pradesh Urban Planning Development Act 1973.

- C. **WHEREAS** pursuant to the "MOU for Development of Hi-Tech Township", a detailed Project Report (DPR) had been submitted with Lucknow Development Authority and same had been approved by the Lucknow Development Authority.
- D. **WHEREAS** detailed lay out plan of the Hi-Tech Township has also been approved by the Lucknow Development Authority.
- E. **WHEREAS** land use for the development of Hi-Tech Township is/shall be as per the Master Plan of Lucknow 2031.
- F. **WHEREAS** all the development work(s) on the land have been/are being carried out on the basis of approved layout plan.
- G. **WHEREAS** the FIRST PARTY/ SELLER has been/is developing a Hi-Tech Township on the land admeasuring 3530 acres (approx.) under the name and style of "Sushant Golf City", and, located on Amar Shaheed Path, Lucknow-Sultanpur Highway Lucknow - 226030 (hereinafter referred to as "Sushant Golf City Project").
- H. **WHEREAS** "MOU for Development of Hi-Tech

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Township” authorizes the FIRST PARTY/ SELLER to carry out and complete the internal and external development of various services/facilities of/in the Sushant Golf City Project as per the standard specifications conforming to the Government policies and the relevant IS/BIS guidelines and practices.

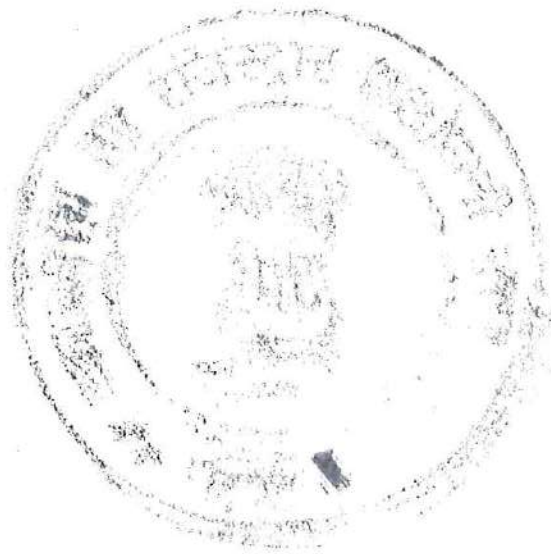
- I. **WHEREAS** under the terms and conditions of “MOU for Development of Hi-Tech Township”, the FIRST PARTY/ SELLER is authorized to transfer/sell the FSI Areas and/or undivided share of land and/or developed units of different specifications and sizes, developed by the FIRST PARTY/ SELLER to its transferee(s)/purchasers on the terms and conditions of Hi-Tech Township Policy.
- J. **WHEREAS** FIRST PARTY / SELLER has acquired / purchased the land from owners/farmers/land owners and others and accordingly, as per its rights, powers and authority under the policy, it is permitted to sell and/or transfer and/or develop and /or use or deal otherwise the land and undivided share of land situated at Sushant Golf City Project, in favour of the third parties.
- K. **WHEREAS** as per layout plan, in the Hi-tech township various land parcels/lands have been demarcated and identified for development and construction of blocks/towers.
- L. **WHEREAS** FIRST PARTY / SELLER has absolute rights, title and interest in the Undivided Share for an area of 3889.52 Sq. Mt. (Three Thousand Eight Hundred and Eighty Nine point Five Two Sq. Mt. Only) for construction of Tower No. B1 in the Group Housing - 01, at Sector -C, Pocket -6, and situated at Sushant Golf City, Sultanpur Road, Lucknow -

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226030 (hereinafter referred to as "**Subject Land**") and thus has unfettered right to transfer sell, gift, lease, mortgage or deal otherwise the Subject Land free from all encumbrances.

- M. **WHEREAS** pursuant to the mutual covenants, the SECOND PARTY/PURCHASER has expressed its intent to acquire/purchase UDS Area of 3889.52 Sq.Mt. (Three Thousand Eight Hundred and Eighty Nine point Five Two Sq. Mt. Only) in Group Housing-1 Sector -C, Pocket -6 and FIRST PARTY / SELLER, has also agreed to sell/transfer any/all his rights, interest and title of said UDS area of 3889.52 Sq.Mt. (Three Thousand Eight Hundred and Eighty Nine point Five Two Sq. Mt. Only) in favour of "SECOND PARTY / PURCHASER" for the agreed sale consideration of Rs. 7,28,61,895/- (Rupees Seven Crores Twenty Eight Lakhs Sixty One Thousand Eight Hundred and Ninety Five Only) (Hereinafter referred to as "Total Sale Consideration"), payable in the manner, as provided herein in this Sale Deed.
- N. **WHEREAS** permissible FSI in relation to the UDS Area of 3889.52 Sq.Mt. (Three Thousand Eight Hundred and Eighty Nine point Five Two Sq. Mt. Only) is/shall be subject to the applicable bye-laws, rules and regulations.
- O. **WHEREAS** the Parties have subsequently signed an Agreement to Sell dated 13th December 2018 and duly registered with the office of Sub. Registrar Sarojnagar, Lucknow (Bahi -1, Jild - 973 Page No. 165 to 200 and Sl No.14154) for sale/transfer of the UDS area of 3889.52 Sq.Mt. (Three Thousand Eight Hundred and Eighty Nine point Five Two Sq. Mt. Only) by the SELLER/FIRST PARTY in favour of the SECOND PARTY / PURCHASER for the specified Total Sale Consideration of Rs. 9,18,25,623/- (Rupees Nine

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Crores Eighteen Lakhs Twenty Five Thousand Six Hundred and Twenty Three Only) with the provision of early preponement discount / rebate.

- P. **AND WHEREAS,** FIRST PARTY/ SELLER agreed to sell/transfer the Subject Land and the SECOND PARTY/PURCHASER agreed to purchase/acquire the same for the Total Sale Consideration and on such terms and conditions as have been agreed between the Parties and recorded hereunder.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. SALE/TRANSFER OF SUBJECT LAND:

- (i) That in lieu of the Total Sale Consideration of Rs. 7,28,61,895/- (Rupees Seven Crores Twenty Eight Lakhs Sixty One Thousand Eight Hundred and Ninety Five Only),the FIRST PARTY/ SELLER hereby sells, conveys and transfers the Demised Subject Land of Sushant Golf City Project, Lucknow, as per the terms and conditions of this Sale Deed, and marked in the layout plan annexed herewith as **Annexure -3** and SECOND PARTY/PURCHASER agreed to purchase /acquire /accepts the same, subject to the terms and conditions set out herein.
- (ii) That the Subject Land Area indicates the area as part of the approved integrated lay out plan on which the building(s) is/are to be constructed as per approved layout plan and further in compliance of applicable laws, rules and regulations.

2. TOTAL SALE CONSIDERATION AND PAYMENT:

- (i) That out of the Total Sale Consideration of Rs.

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9,18,25,623/- (Rupees Nine Crores Eighteen Lakhs Twenty Five Thousand Six Hundred and Twenty Three Only) The SECOND PARTY/PURCHASER has paid Rs. 52,85,572/- (Rupees Fifty Two Lakhs Eighty Five Thousand Five Hundred and Seventy Two Only), being part sale consideration of Subject Land and receipt of same is hereby acknowledged by the FIRST PARTY/ SELLER in the Agreement To Sell detailed hereinabove

- (ii) As per the said understanding, with reference to Point No. 5 of the Agreement to Sell, the Second party was entitled for discount/ rebate for making early payment of balance consideration. The Second party has paid the balance consideration prior in time and accordingly is entitled for a rebate of Rs. 1,89,63,728/- (Rupees One Crore Eighty Nine Lakhs Sixty Three Thousand Seven Hundred and Twenty Eight Only) in final consideration. After adjusting the agreed preponement discount, the final consideration of the subject land became Rs. 7,28,61,895/- (Rupees Seven Crores Twenty Eight Lakhs Sixty One Thousand Eight Hundred and Ninety Five Only) **(Revised final Sale Consideration)** and thus the Second party / purchaser has paid the entire agreed sale consideration in which the First party /seller hereby admits and acknowledges the receipt of entire **revised final sale consideration** as per original understanding in the Agreement To Sell.

3. **RIGHTS, INTEREST AND TITLE IN THE SAID LAND:**

The Parties hereby agree that all the rights, interest, title and possession of the Subject Land to transfer/ sell/ lease/ assign/ mortgage/ develop/

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construct, etc. are transferred in favour of the SECOND PARTY/PURCHASER on execution of this Sale Deed,

4. **DEVELOPMENT OF THE RESIDENTIAL PROJECT:**

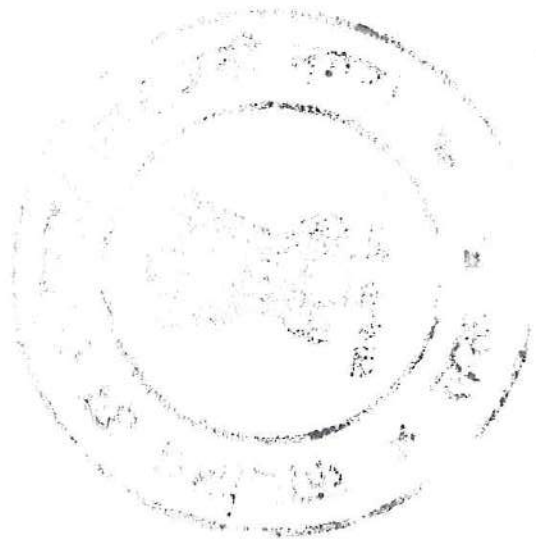
- (i) The SECOND PARTY/PURCHASER shall develop the residential project as per the norms and bye laws of the governing authority by utilizing the permitted FSI strictly in adherence and in accordance with the sanctioned building plans vide Permit No. 42917 dated 23/04/2018 or its revision (if any) under the prevailing bye-laws.
- (ii) All the costs towards designing, renewal/ revision of layout, sanctioning, construction, development & completion of the proposed residential project shall exclusively be borne and incurred by the SECOND PARTY/PURCHASER and it shall be solely responsible for obtaining the completion certificate from the concerned authorities.
- (iii) The SECOND PARTY/PURCHASER shall strictly follow the norms of Ground Coverage & FSI and elevations as defined in the approved / sanctioned plan failing which, SECOND PARTY/PURCHASER shall be solely responsible for any/ all liabilities, as may arise, whether civil or criminal and it shall also indemnify and keep harmless, the FIRST PARTY/ SELLER, from any/all the damages & losses, of any nature, that are inflicted upon the FIRST PARTY/ SELLER on account of above mentioned deviation(s).
- (iv) The SECOND PARTY/PURCHASER shall abide by provisions of the laws, rules, policies and

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regulations in force and applicable to the Subject Land and including for development of the residential project on the Subject Land, utilities and facilities.

- (v) The SECOND PARTY/PURCHASER shall not do or suffer anything to be done in relation to Subject Land which may tend to cause damage to any other structures in the adjacent land parcels or hampers/obstructs other construction activities being carried out in the Sushant Golf City Project. Further, the SECOND PARTY/PURCHASER shall not keep any material in the common areas of the Sushant Golf City Project and shall ensure disposal of all malba/construction material as per instructions/guidelines of the FIRST PARTY/SELLER.

5. APPROVALS, PERMISSIONS AND CLEARANCES ETC.:

The SECOND PARTY/PURCHASER shall, at its own costs and expenses, obtain any/all necessary approvals /sanctions / NOCs from various departments including but not limited to Fire, Height, Pollution, Environment etc. required for the development and construction at the Subject Land.

6. LIABILITY OF THE PARTIES FOR PAYMENT OF CHARGES/TAXES/DUTIES ETC.

Any/all dues, demands, charges, duties, liabilities, taxes, cesses, including property tax etc in respect of the Subject Land upto the date of registration of Sale Deed shall be borne and paid by the FIRST PARTY/ SELLER and all dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. in respect of the Subject Land for the

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period starting from the date of registration of Sale Deed, as demanded/imposed by the Lucknow Nagar Nigam, Lucknow Development Authority(s), any State or Central Government or any other authorities shall be borne by the SECOND PARTY/PURCHASER. Any amount which shall be payable and related to a date before the execution of this sale deed will be payable by the First Party / Seller only.

7. COMPLIANCE OF APPLICABLE LAW, RULES, POLICIES, REGULATIONS AND CONDITIONS:

- (i) The SECOND PARTY/PURCHASER also agrees to comply with all the conditions as will be applicable as standard terms applicable to an Allottee under the Hi-Tech Township Policy and also agrees to comply with the conditions as laid down by the Central and State Government(s) under applicable laws, policies, documents, orders etc. from time to time.
- (ii) The SECOND PARTY/PURCHASER shall abide by provisions of the law, rules, policies and regulations in force and applicable to Group Housing-1, Sector-C, Pocket-6 at Sushant Golf City, Lucknow where the Subject Land is situated, at any time including any amendments and modifications thereof. Further, the SECOND PARTY/PURCHASER 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 Subject Land / Sushant Golf City Project including and not limited to environmental clearance, development agreement, license etc.

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- (iii) That SECOND PARTY/PURCHASER shall be independently developing the residential project on the Subject Land, hence the FIRST PARTY/SELLER is not/shall not be responsible for the breaches if any in the construction of the building(s) or technical defects if subsequently found therein and for all such factors, only the SECOND PARTY/PURCHASER shall be responsible.
- (iv) That SECOND PARTY/PURCHASER assures that it shall follow the prevailing laws as regards to sale of flat(s). The SECOND PARTY/PURCHASER shall follow the provision, rules and regulation of the Real Estate (Regulation and Development) Act, 2016 alongwith The Uttar Pradesh Real Estate (Regulation and Development) Rules 2016.
- (v) That SECOND PARTY/PURCHASER hereby assures the FIRST PARTY/SELLER that it shall put a clause in subsequent allottees/purchasers of the apartment(s) to abide by the terms and condition of Hi-tech policy and the terms and conditions of Sale Deed

8. FACILITIES, SERVICES AND UTILITIES:

- (i) The SECOND PARTY/PURCHASER shall make provisions for all services for the permitted FSI area.
- (ii) The SECOND PARTY/PURCHASER shall, at its own costs, obtain connections for electricity, water and other utilities for construction purpose which shall be provided by the First Party / Seller at one point in Group Housing -1, Sector-C, Pocket-6 at Sushant Golf City Lucknow more particularly detailed in clause no. 8 (vi)

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- (iii) The FIRST PARTY/ SELLER shall provide the developed area as per the Hi-Tech Township policy of the Govt. of U.P. including the trunk drainage, external roads, trunk sewer and solid waste disposal system at one point of the boundary of the land i.e. one point. Internal development as per the specification of the Hi-Tech Township policy / Approved Building Plans for the subject land will be carried out by the SECOND PARTY/PURCHASER at its own cost and expenses as per approved layout.
- (iv) The SECOND PARTY/PURCHASER will pay for all services connection of building(s) of residential project to trunk services of the Hi-Tech Township, as per demand raised by the FIRST PARTY/SELLER or its nominated agency and connections shall be provided only after making full payment against the demands raised by FIRST PARTY/SELLER or its nominated agency.
- (v) The power connection from the nearest sub-station located to/within the said land / project i.e. Group Housing -1, Sector -C, Pocket -6 will be taken by the SECOND PARTY/PURCHASER on its own cost. The expenses incurred for acquisition and installation of the conductors, transformers, meters, and all the connected equipments shall be borne by the SECOND PARTY/PURCHASER solely.
- (vi) The SECOND PARTY/PURCHASER shall at its own costs and expenses obtain connections for electricity, water and other utilities, from the nearest possible source, for the towers/buildings constructed on the land earmarked in the layout of Group Housing -1, Sector-C, Pocket-6 at Sushant

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Golf City and shall connect/join the same with the main lines/connections in the Sushant Golf City Project. The SECOND PARTY/PURCHASER shall be liable to pay the expenses incurred for the electricity connection to the extent from the nearest sub-station earmarked in the Layout of Sushant Golf City near to the residential project. Any expenses beyond the sub-station as stated above shall be borne by the FIRST PARTY/SELLER.

- (vii) The one point power, service(s) and facilities connection to the land will be provided by the FIRST PARTY/SELLER before start of the construction and cost of connection charges will be borne by the SECOND PARTY/PURCHASER.

9. **MAINTENANCE AND PAYMENT OF CHARGES FOR MAINTENANCE:**

- (i) The maintenance and management of common areas and amenities in/on the land shall be the responsibility of the second party/ purchaser. The maintenance and management of other areas and amenities in the township (except that of the said land) shall be carried out by the FIRST PARTY/SELLER or its nominated agency. The SECOND PARTY/PURCHASER shall execute and/or cause the Allottees/purchasers of units, as the case may be, to execute a separate maintenance agreement with the FIRST PARTY/SELLER or its nominated agency, which is called or referred as "Township Maintenance Agreement" subject to such terms as may be mutually agreed between the Parties at the relevant time.
- (ii) That the said Subject Land which is being sold/transferred to the SECOND party/purchaser,

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as per terms and conditions of this Sale Deed, is part of Hi-Tech Township. All the rules & regulations framed by Ansal Property & Infrastructure Ltd. for uniformity of Hi-Tech township regarding building by laws, construction colour scheme, upkeep maintenance etc. shall be strictly followed by the SECOND PARTY/PURCHASER.

- (iii) The SECOND PARTY/PURCHASER assures that as and when required the SECOND party/purchaser or its apartment allottee(s)/purchaser(s) shall sign the maintenance agreement with the FIRST PARTY/ SELLER or its nominated agency.
- (iv) The SECOND PARTY/PURCHASER shall be liable to pay charges, towards infrastructure maintenance from the date of commencement of construction, to the FIRST PARTY/ SELLER or nominated agency @ Rs. 0.25 per Sq. ft. per quarter (of every year) in advance on the Area under construction. This maintenance charges shall be applicable during the complete construction period till the time of completion and possession of the units. A separate agreement shall be signed with the maintenance agency appointed by the FIRST PARTY/ SELLER for the specific purpose alongwith the signing of this sale deed.
- (v) Before or after the township is handover to local body, whenever any additional tax is imposed or arrear is demanded by any statutory authority, the same shall be payable by the SECOND PARTY/PURCHASER/ allottee(s)/occupant(s)/owners of the apartments.

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Any amount which shall be payable and related to a date before the execution of this sale deed will be payable by the First Party only.

10. INDEMNIFICATION:

- (i) The SECOND PARTY/PURCHASER shall indemnify, defend and keep the FIRST PARTY/SELLER, its employees, agents and associates harmless against any and all losses, damages, costs and expenses including legal costs, fines, penalties, fee, charges and interest actually (or as may be) suffered or incurred by the FIRST PARTY/SELLER howsoever, arising out of a breach by the SECOND PARTY/PURCHASER of any of its obligations qua the subject Land/land under applicable laws including the RERA and the subsequent state rules.
- (ii) The recitals and background given in this Deed form an integral part of this Deed.
- (iii) Headings/subheadings are for reference only.

11. THE REPRESENTATIONS, ASSURANCES AND DECLARATIONS:

The representations, assurances, declaration made by the Parties are as under:

- (i) That FIRST PARTY/ SELLER represented that, to the best of its knowledge it has rights, interest and title over the said Subject Land/land which is the subject matter of the Sale Deed and no one else except the FIRST PARTY/ SELLER has any share, title, concern or right on it in any manner and the subject land is free from all encumbrances including agreement/arrangement, mortgage, attachment, securities, disputes to the best of the

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for Rishita Developers Pvt. Ltd.

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knowledge of the FIRST PARTY/ SELLER and the FIRST PARTY/ SELLER is thereby legally competent to sell, transfer and assign subject land to the SECOND PARTY/PURCHASER.

- (ii) That the FIRST PARTY/ SELLER further represents that the usages of the said land is for Residential Purpose and there is no legal and technical impediment for the SECOND PARTY/PURCHASER to use the Subject Land for development of residential project.
- (iii) Both the Parties are aware that the referred group housing is approved vide Permit No. 42917 dated 23/04/2018 sanctioned by Lucknow Development Authority where the subject land exists.
- (iv) Parties represents that they/it have/ has full power and authority to execute this Sale Deed and to perform their respective obligations hereunder. The execution, delivery and performance under this Sale Deed by either Party has /have been authorized by all necessary actions, and do not and will not (i) require any consents, except for such consents and approvals as have already been obtained, (ii) violate any applicable law, rules and regulations.
- (v) SECOND PARTY/PURCHASER represents that it is aware of the terms and conditions of MOU, Agreement to Sell, Hi- Tech Township policy, Building Bye Laws, Pollutions Laws, lay out approval rules and procedure, applicable labour laws, municipal laws and provisions related to electricity and other utilities and develop the residential project in compliance of such laws, as

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applicable, from time to time and shall be solely responsible for compliance of such laws.

- (vi) SECOND PARTY/PURCHASER further represents that it has carried out due diligence of/for the Subject Land and is fully satisfied with present status of any/all aspects related to the Subject Land including but not limited to the related documents, approvals, layout, DPR and undivided share in the land. However, at a later stage any dispute/defect with respect to the layout, DPR or title of the subject land arises, First Party/Seller shall be solely responsible to resolve the dispute within a cure period of minimum 120 days or as may be mutually extended. The First Party/Seller shall not be responsible for any dispute arising on the title of the land if the same is not attributable to the First Party /Seller and also subject to Force Majeure circumstances. In case the First Party/Seller fails to resolve the dispute in the title of the land within the cure period or extended period thereof then the First Party/Seller will give interest @ 10% p.a. simple interest on the sale consideration value to the Second Party/Purchaser for the period beyond cure period for a duration of 24 Months after which both the parties shall mutually decide the future course of action.

12. SEVERABILITY

If any provision of this 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 Deed shall remain valid and enforceable.

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or Rishita Developers Pvt. Ltd.


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13. ASSIGNMENT

It is further been agreed between the FIRST PARTY/ SELLER and the second party/purchaser and is hereby clarified that the SECOND PARTY/PURCHASER shall have right to assign all its rights, title, interest in the Subject Land of 3889.52 Sq.mt. (Three Thousand Eight Hundred and Eighty Nine point Five Two Sq. Mt. Only).

14. DISPUTE RESOLUTION:

In case of any dispute(s)/issue(s) arises between the Parties, such Dispute(s) /issue(s) shall be settled in the following manner:

- (i) **Management Escalation.** The Parties agree that in the event of any Dispute(s); the Parties shall in good faith attempt to resolve the Dispute(s) and through negotiation. Accordingly, each party agrees that it shall not commence arbitration proceedings against the other in connection with such Dispute(s) without first attempting to resolve the Dispute(s) in accordance with the following procedure:
- (a) Written notice of the Dispute(s) shall be issued to the other, and, the Party issuing the Notice of Dispute(s) shall be referred to as the "**Claimant**" and the other Party shall be referred to as the "**Respondent**"). Such notice shall state the nature of the Dispute(s), the Claimant's position, and its reasons supporting its position. Within 15 (fifteen) days of the receipt of the Notice of Dispute(s) by the Respondent, the Parties shall communicate, meet and negotiate for resolution of the Dispute(s). If Parties fail to resolve the Dispute(s) within 30

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(thirty) days of the receipt of the Notice by the Respondent, then either Party may commence actions for arbitration proceedings.

- (b) All negotiations pursuant to this mechanism shall be confidential and treated as settlement discussions for the purposes of applicable laws.
- (ii) **Arbitration**—If Dispute(s) is/are not resolved by Management Escalation, it shall be settled by binding arbitration, under the Indian Arbitration and Conciliation Act, 1996 by a single arbitrator appointed mutually by both the Parties. The seat of arbitration shall be at Lucknow. The language of arbitration proceedings shall be in English. The award of arbitration tribunal shall be final and binding on Parties.

15. GOVERNING LAW AND JURISDICTION

The terms and conditions of this Sale Deed and performance hereunder shall be construed in accordance with the laws of India along with state amendments as applicable in the state of Uttar Pradesh. The Courts at Lucknow shall have exclusive jurisdiction.

16. **WHEREVER** the FIRST PARTY/ SELLER and/or SECOND PARTY/PURCHASER is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, its, itself, etc. in this deed in relation to the FIRST PARTY/ SELLER and/or SECOND PARTY/PURCHASER shall be deemed as modified and read suitable as the context requires.

17. **WHEREVER** the word land is used to denote the Subject Land and it shall be read and construed accordingly.

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18. Agreement to sell dated 13/12/2018 duly registered with the office of Sub-Registrar, Sarojnagar, Lucknow at Bahi -1, Jild - 973 Page No. 165 to 200 and Sl No.14154 on 13/12/2018 shall be read, construed and understood along with this Sale Deed. It is pertinent to mention here that a correction deed also registered on 21.08.2019 in the office of Sub-Registrar Sarojni Nagar, Lucknow at Bahi No. 1, Zild No. 2635, Pages 153/160, at Serial No. 22451. in respect of agreement to sell registered on 13.12.2018 for correction of Tower No.

19. **STAMP DUTY AND COST OF REGISTRATION:**

- (i) That all the expenses for execution and registration of this deed including Stamp Duty have been borne & paid by the SECOND PARTY/PURCHASER. The SECOND PARTY/PURCHASER, irrevocably agree and undertakes to pay any demand on account of Stamp Duty, if any arise, in future.
- (ii) That the subject land is part of Group Housing -1 Sector -C, Pocket -6 situated in the Sushant Golf City and the property is not situated at any segment Road. The subject land is situated on 30 meter wide road. For the purpose of calculation of the stamp duty, the circle rate fixed by the Collector of Lucknow vide Rate List effective from 15.12.2015 is Rs. 24,000/- per sq. mtr., accordingly market value of the area 3889.52 Sq. Mtr. comes:-

For area 1000 sq. mtr. @ 24,000/- per sq.mtr. value comes to Rs. 2,40,00,000/- and for remaining area 2889.52 sq. mtr. After 30% rebate @ 16,800/- per sq.

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mtr. Value comes to Rs. 4,85,43,936. Thus the total value comes to Rs. 7,25,43,936/-. However sale consideration of Rs. 7,28,61,895/- (Rupees Seven Crores Twenty Eight Lakhs Sixty One Thousand Eight Hundred and Ninety Five Only)) of the land is more than the valuation as per applicable circle rate, hence stamp duty of Rs. 51,01,000/- is payable on actual sale consideration. The Stamp duty of Rs. 18,37,000/- (Rupees Eighteen Lakh Thirty Seven Thousand Only) has been already paid through Agreement to Sell, which is duly registered in the office of Sub-Registrar Sarojni Nagar, Lucknow on 13.12.2018 at Bahi No. 1, Zild No. 973, Pages 165/200, at Serial No. 14154. It is pertinent to mention here that a correction deed also registered on 21.08.2019 in the office of Sub-Registrar Sarojni Nagar, Lucknow at Bahi No. 1, Zild No. 2635, Pages 153/160, at Serial No. 22451. in respect of agreement to sell registered on 13.12.2018 for correction of Tower No. Thus after adjustment of Stamp paid through agreement balance payable stamp duty of Rs. 32,64,000/- (Rupees Thirty Two Lakhs Sixty Four Thousand Only) is being paid through this Sale Deed.

**THE DESCRIPTION AND SCHEDULE OF
PROPERTY**

**Undivided Share of Land for an area of 3889.52
Sq.Mt. (Three Thousand Eight Hundred and
Eighty Nine point Five Two Sq. Mt. Only) for
construction of Tower No. B1 in the Group
Housing-01, at Sector-C, Pocket -6, and
situated at Sushant Golf City, Sultanpur Road,
Lucknow -226030 is bounded as under:-**

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BOUNDARIES OF THE PROPERTY

North East : Tower -D2
South West : Tower -B2
North West : Open
South East : 30 Mt. Road

SCHEDULE OF PAYMENT

The Total Sales Consideration of Rs. 7,28,61,895/- (Rupees Seven Crores Twenty Eight Lakhs Sixty One Thousand Eight Hundred and Ninety Five Only) as mentioned hereinabove. An amount of Rs. 7,21,33,276/- (Rupees Seven Crores Twenty One Lakhs Thirty Three Thousand Two Hundred and Seventy Six Only) has been paid by the Second Party / Purchaser to the First Party / Seller after deducting the TDS @ 1% of the Total Sales Consideration amounting to Rs. 7,28,619/- (Rupees Seven Lakhs Twenty Eight Thousand Six Hundred and Nineteen Only) which the First Party / Seller acknowledges. The Second Party / Purchaser has deposited the amount of TDS with the concerned authority.

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at Rishita Developers Pvt. Ltd.

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IN WITNESS WHEREOF, the **FIRST PARTY/SELLER** and **SECOND PARTY/PURCHASER** 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:-



Witness

1. *[Signature]*
Amit Kumar Agarwal
S/O L.K. Agarwal
A/967/21 Indrapur
Lucknow

Ansal Properties & Infrastructure Ltd.

[Signature]
Authorised Signatory
SELLER

2. *[Signature]*



SANDEEP KUMAR
S/O OM PARKASH
R/O UDAY HANS
L.K.O

or Rishita Developers Pvt. Ltd.

[Signature]
Authorised Signatory

PURCHASER

[Fingerprint]

Typed by:

[Signature]
(Ramsanehi)

Drafted by:

[Signature]
(Vishwanath Yaav)
Advocate

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 favor of the aforesaid authorized persons, shall remain in force till the date they remain in the employment 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 true
For **Ansal Properties & Infrastructure Limited**



Abdul Sami

General Manager (Corporate Affairs) &


Company Secretary

FCS-7135

SPC



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Authorised Signatory

For Rishita Developers Pvt. Ltd.



Authorised Signatory

Ansal Properties & Infrastructure Ltd.

(An ISO 14001 : 2004 OHSAS 18001 : 2007)

115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110 001

Tel.: 23353550, 66302268 / 69 / 70 / 72

Website: www.ansalapi.com

CIN: L45101DL1967PLC004759

Email: customer-care@ansalapi.com TOLL FREE NO. 1800 266 5565

आवेदन सं०: 201901041031945

विक्रय पत्र

बही सं०: 1

रजिस्ट्रेशन सं०: 22768

वर्ष: 2019

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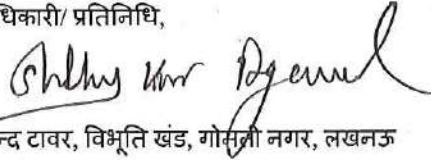
श्री रिशिता डेवलपर्स प्रा० लि० द्वारा

सुधीर कुमार अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री महेश चन्द अग्रवाल

व्यवसाय : व्यापार

निवासी: 116-117, कोरोनाशन आनन्द टावर, विभूति खंड, गोमती नगर, लखनऊ



श्री, रिशिता डेवलपर्स प्रा० लि० द्वारा

सुधीर कुमार अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



निर्मल सिंह

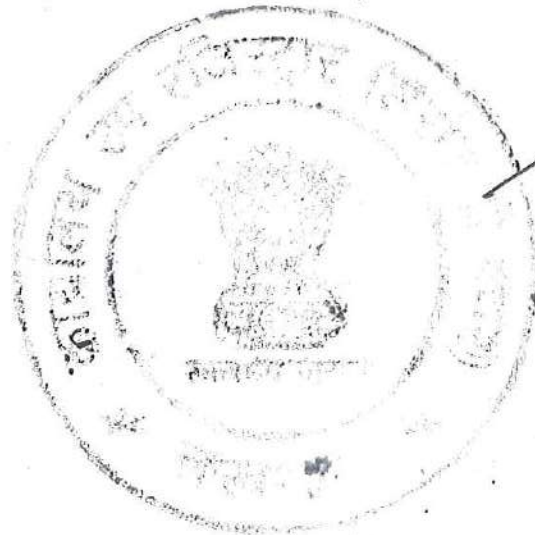
उप निबंधक : सरोजनीनगर

लखनऊ

26/08/2019

मस्तएम गुप्ता

निबंधक लिपिक



CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE DIRECTORS OF ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED, AT THEIR MEETING HELD ON MONDAY, THE 27TH MAY, 2019

Authorization for registration of Plots/Villas/Flats and other units at Lucknow Project/s of the Company (modification of Board Resolution dated 10th November, 2018)

"RESOLVED THAT in modification of Resolution passed by the Directors of the Company at their meeting held on the 10th November, 2018, approval of the Directors be and is hereby accorded to authorise and empower, the following Authorised Persons of the Company, to do or cause to be done all such acts, deeds and things as detailed hereinafter, in respect of Lucknow Project, on behalf of the Company:-

Group - A -Any one of the following jointly with any one from Group "B"

1. Shri Neeraj Jha - {Executive (Record)}
2. Shri Anil Pandey - {Sr. Manager (Land)}
3. Shri Vikas Tripathi - {A.G.M. (Land)}

Group - B -Any one of the following jointly with any one from Group "A"

1. Shri Saubhagya Mishra -{Executive (Account & Finance)}
2. Shri Ayush Pratap Singh -{Sr. Executive (S&M)}
3. Shri Kamlesh Singh -{Asst. Manager. (Accounts)}

1. To sign/execute/authenticate the sale deed(s) / transfer document(s) / other document (s) in Registrar Office for the purpose of registration of Plots/Villas/Flats and other such units offered for registration to respective customers who want to get their units registered in Registrar's office after making full payment in respect of units sold to them in Lucknow Project and where no objection certificate has been issued for that unit, to get it registered.
2. To appear/present the sale deed(s) / agreement(s) / transfer document(s)/other document(s) before the concerned Registrar/ Sub-Registrar/ any registering authority at Lucknow, for registration, under any statute, and, to admit/verify execution thereof.
3. To sign and execute relevant form/s as may be required /applicable under various laws/ statues for the aforesaid purpose.
4. 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 the acts, deeds, and things done or caused to be done by the 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 to be done by aforesaid authorized persons, in connection with and to safeguard the interest

Ansal Properties & Infrastructure Ltd.

(An ISO 14001 : 2004 OHSAS 18001 : 2007)
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Tel.: 23353550, 66302268 / 69 / 70 / 72
Website: www.ansalapi.com
CIN: L45101DL1967PLC004759
Email: customercare@ansalapi.com TOLL FREE NO. 1800 266 5565

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

or Rishita Developers Pvt. Ltd.

Authorised Signatory

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

श्री संदीप कुमार , पुत्र श्री ओम प्रकाश

निवासी: उदय गंज, लखनऊ

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



निर्मल सिंह

उप निबंधक : सरोजनीनगर

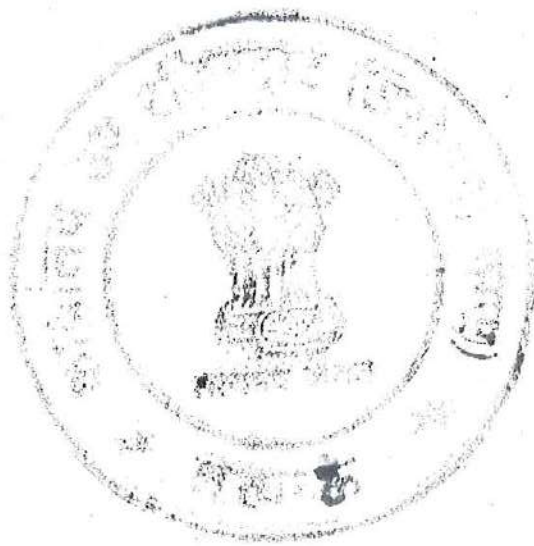
लखनऊ

मस्तराम गुप्ता

निबंधक लिपिक

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

टिप्पणी :



CERTIFIED TRUE COPY OF RESOLUTION ADOPTED AT THE MEETING OF THE BOARD OF DIRECTORS RISHITA DEVELOPERS PRIVATE LIMITED ON 14TH DAY OF JANUARY, 2019 AT 12:30 AM AT CORONATION ANAND TOWER, 1ST FLOOR, 116/117, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW - 226010.

Directors Present

1. Mr. Sudhir Kumar Agarwal
2. Mrs. Lavee Agrawal

EXECUTION OF SALE DEED IN RESPECT OF UNDIVIDED SHARE OF LAND SITUATED AT GROUP HOUSING - 1, SECTOR - C, POCKET - 6, SUSHANT GOLF/CITY, SULTANPUR ROAD, LUCKNOW:

"RESOLVED THAT Mr. Sudhir Kumar Agarwal S/o Mr. Mahesh Chandra Agarwal R/o 3/166, Vivek Khand - 3, Gomti Nagar, Lucknow - 226010 be and is hereby authorized on behalf of the Company to deal with and represent the Company with the appropriate authorities and to do the following acts, deeds and things on behalf of the Company:

- a) To sign and execute and to lodge for registration with the offices of Registrar/Sub Registrar/any other competent authority, sale / conveyance deed and such other deeds & documents and to do such acts, things or deeds as may be required or incidental thereto;
- b) To lodge for registration such Transaction Documents/other documents, as may be required, in person or through his attorney and to receive back original documents after registration from the concerned offices of Registrar/Sub Registrar/ any other competent authority;
- c) To appear before the sub-register office, stamp authorities, government or local authority on behalf of the Company and represent the Company before all these authorities and to do all the things and deeds and take all the decisions for and on behalf of the Company as may be required or incidental thereto;
- d) And to do all such acts deeds/documents or such other things as may be necessary or incidental thereto for the purposes mentioned above.

"RESOLVED FURTHER THAT the aforesaid powers granted to Mr. Sudhir Kumar Agarwal shall be valid and effective unless revoked earlier by the Board of the Company".

"RESOLVED FURTHER THAT a copy of this Resolution duly certified by any of the Directors of the Company be furnished to anyone concerned or interested in the matter."

Specimen signature of Mr. Sudhir Kumar Agarwal,

Sudhir Kumar Agarwal SA

FOR RISHITA DEVELOPERS PRIVATE LIMITED

SA: *Sudhir Kumar Agarwal*
 Mr. SUDHIR KUMAR AGARWAL
 (Director)

Din: 01783755

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Mrs. LAVEE AGRAWAL
 (Director)
 Din: 01836581

or Rishita Developers Pvt. Ltd.

Authorized Signatory

Corporate Office
 Coronation Anand Tower, 1st floor, 116-117,
 Vibhuti Khand, Gomti Nagar, Lucknow - 226010

8980 066 111
 info@rishitadevelopers.com
 www.rishita.in

आवेदन सं०: 201901041031945

बही सं०: 1

रजिस्ट्रेशन सं०: 22768

वर्ष: 2019

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

विक्रेता: 1

श्री अंसल प्रॉपर्टीज एंड इंफ्रास्ट्रक्चर लिमिटेड के द्वारा
कमलेश सिंह, पुत्र श्री रामजन्म सिंह

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 रिशिता डेवलपर्स प्रा० लि० के द्वारा सुधीर कुमार अग्रवाल
, पुत्र श्री महेश चन्द अग्रवाल

निवासी: 116-117, कोरोनाशन आनन्द टावर, विभूति खंड,
गोमती नगर, लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अमित कुमार अग्रवाल, पुत्र श्री लखन लाल अग्रवाल

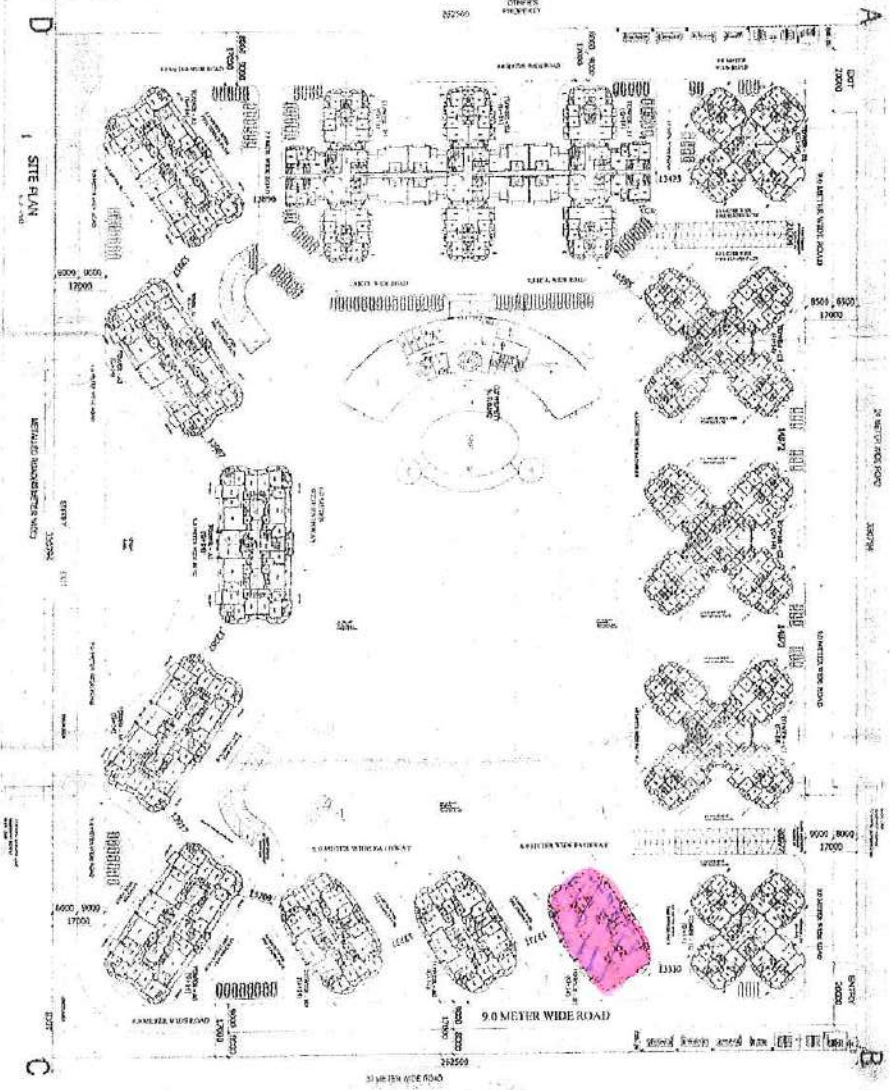
निवासी: 116-117, कोरोनाशन आनन्द टावर, विभूति खंड,
गोमती नगर, लखनऊ

व्यवसाय: नौकरी

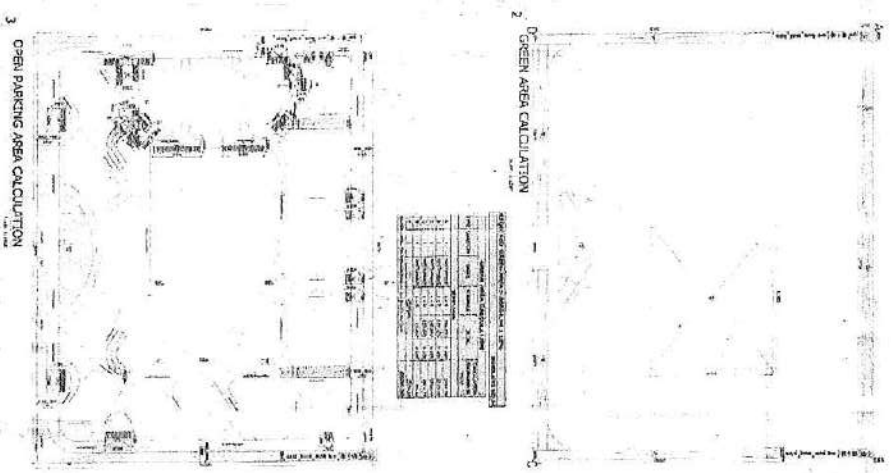


पहचानकर्ता: 2

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SCALE 1:200
DATE 15-03-2018
SP - S1

Sl. No.	Particulars	Area (sq. m)	Volume (cu. m)	Remarks
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आवेदन सं०: 201901041031945

बही संख्या 1 जिल्द संख्या 2656 के पृष्ठ 233 से 290 तक क्रमांक
22768 पर दिनांक 26/08/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


निर्मल सिंह

उप निबंधक : सरोजनीनगर

लखनऊ

26/08/2019

