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ANSAL PROPERTIES AND INFRASTRUCTURE LIMIT

Article 23 Conveyance

UNDIVIDED SHARE OF LAND OF GH-1B AT SECTORS SITUATED AT SUSHANT GOLF CITY, SULTANPUR ROAD

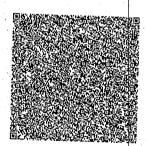
ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED

PARDOS LUCKNOW DEVELOPERS PRIVATE LIMITED

ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED °

(One Crore Seventy Two Lakh Two Thousand only)

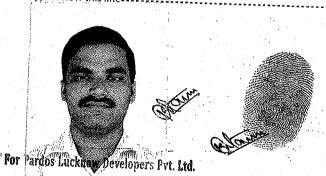




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Authorised Signatory



TO 0005866478

Authorised Signatory/Director

Statutory Alert:

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भारत सरकार Unique Identification Authority of India Government of India

नामांकत इस / Enrollment No. : 1392/13963/02284

To Plyush Ku par Gautam দিখুল মুখ্যাং পান্ধন ত্ৰিপুল মুখ্যাং পান্ধন 201/F-126, Second Floor Clifes Appartment Behind Screbent Mall Lado Sarai Mehrauli Mehrauli, So ath Delhi Delhi - 1100 to 9953328211

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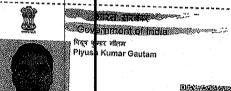
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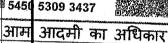
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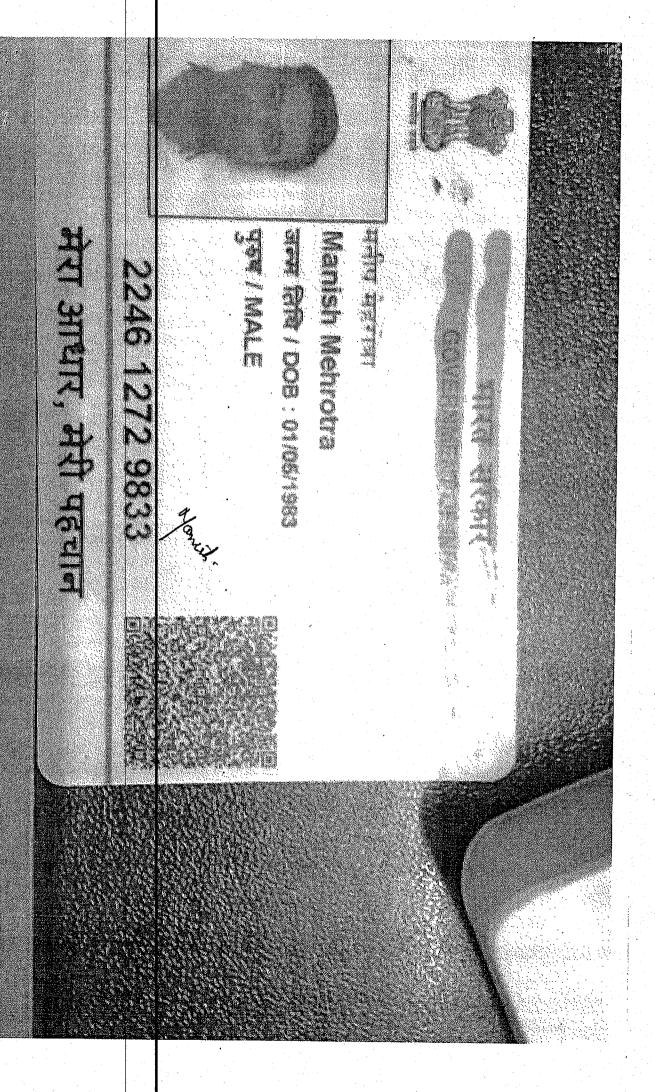
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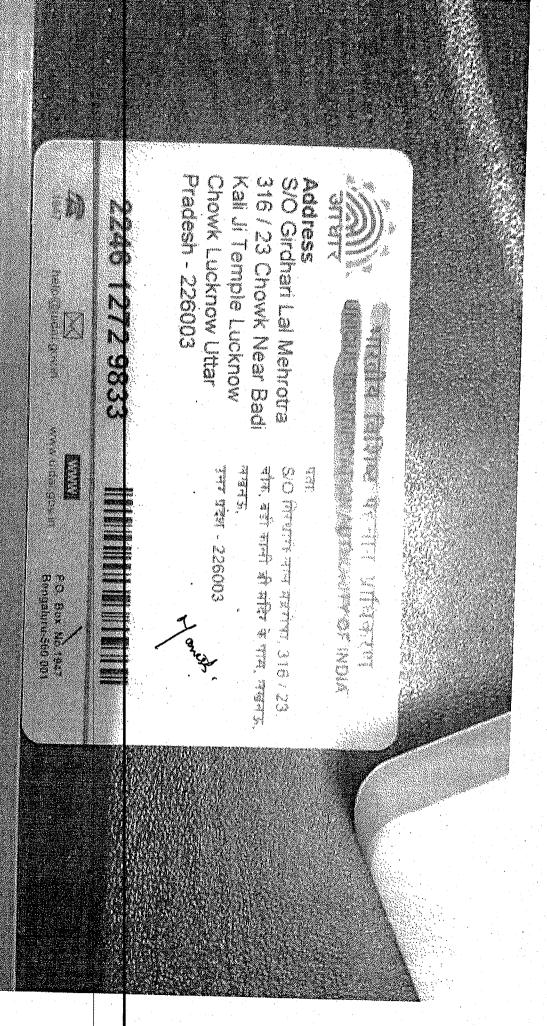
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Brief Details of Sale Deed

			T		
1.	Type of Property	:	Residential		
2.	Mohalla		Sushant Golf City-Lucknow		
3.	Property details	 :	Group Housing 1B, in Sector-G, Pocket-5		
4.	Measurement unit	:	Square Meter		
5.	Area of property	:	An area of 14,198.58 square meters as		
		ļ	undivided, indivisible, impartible share in		
1.			Plot GH 1B which admeasures 67291.87		
			square meters		
6.	Situation of Road	:	Away from Amar Shaheed Path and		
			Sultanpur Road.		
7.	Other description	:	Situated at 30.00 meter wide road.		
8.	Consideration	:	Rs. 23,34,49,337/-		
9.	Market value	:	Rs. 24,57,36,144/-		
10.	Stamp Duty	:	Rs. 1,72,02,000/-		
11.	E-stamp Certificate	:	IN-UP05253621620749Q		
	Nd.				
12.	Boundaries	:	SOUTH WEST: 30 Mtr. Wide Road		
			NORTH WEST: 12 Mtr. Wide Road		
			NORTH EAST : Green		
			SOUTH EAST : Other Property		
		<u> </u>			

No. of Vendor: 1
Details of Vendor

No. of Vendee: 1: Details of Vendee

Ansal Properties & In rastructure Ltd. a company incorporated under the Companies Act 1956, 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 authorized signatory Shri Birendra Pratap Singh son of Late Shri Ganga Pal Singh

M/s. Pardos Lucknow Developers Private Limited, a company duly incorporated under the Companies Act, 2013 having CIN U45208DL2018PTC337507and registered office at Punjabi Bhawan, 1st Floor, Vishnu Digamber Marg, New Delhi — 110002 represented through its authorised signatory Piyush Kumar Gautam son of Ram Krishna Singh

For Pardos Lucknow Developers Pvt. Ltd.

Ansal Properties & Infrastructure and

Authorised Signatory

Authorised Signatory/Director

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SALE DEED

This SALE DEED ("Sale Deed") is made at Lucknow on this 5th day of November, 2018.

ΒY

M/s Ansal Properties & Infrastructure Limited, a company incorporated under the provisions of the Indian Companies Act 1956, having CIN L45101DL1967PLC004759 its Registered Office at 1.5, 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 Authorised Signatory Sh. Birendra Pratap Singh, s/o Late Ganga Pal Singh duly authorized vide board resolution dated 13.8.2018, 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:

M/s. Pardos Lucknow Developers Private Limited, a company duly incorporated under the Companies Act, 2013 having CIN U45208DL2018PTC337507 and registered office at Punjabi Bhawan, 1st Floor, Vishnu Digamber Marg, New Delhi - 110002 represented through its Authorized Signatory Piyush Kumar Gautam, duly authorized vide board resolution dated 23.10.2018, 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.
- B. AND WHEREAS a High Power Committee was constituted in accordance with

Ansal Properties & In restructure bid.

For Pardos Lucknow Developers Pvt. Ltd.

Authorized Signators ("Sirector

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, M/s Ansal Properties & 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 Memoran dum of Understanding (MOU) dated 26.11.2005 to that effect was between M/s. Ansal Properties & 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 in pursuant of 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, M/s. Ansal Properties & 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 M/s Ansal Properties & 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 in Sector G Pocket 5 of the said Hi-Tech Township, there was a larger group housing plot of land admeasuring 152,624.60 square meters, which as identified and marked in the enclosed Layout Plan of Sushant Golf City at Annexure 3A and the said larger group housing plot was sub-divided into 3 (three) different group housing plots bearing numbers GH 1A, GH 1B and GH 1C pursuant to approval of part layout plan of Sector G Pocket 5, approved by LDA vide Permit No. 39667 dated 12.2.2016, copy of which is enclosed in Annexure 3B. Plot GH 1B admeasuring 67,291.87 square meters (16.62 acres) has been earmarked to be developed as group housing ("the Project") as per the approved layout plan of Sushant Golf City and its amendments till date.
- G. AND WHEREAS the Vendor has obtained the approval of the LDA vide Permit No. 41698 dated March 8, 2017 ("LDA Approval") to develop on Plot GH 1B, a residential group housing comprising of 22 towers numbered as 1 to 12, 12A,

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Ansal Properties & Infrastructure Ltd.

For Pardos Lucknow Developers Pat. Ltd.

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14 to 22 along with provision for a separate club and shops and such other amenities as approved therein with a total approved sanctioned F.A.R. of 178406.24 sq. neters. The copy of the said Permit No. 41698 dated March 8, 2017 is annexed hereto as **Annexure 4** along with the approved plans of the Project. For ease of reference, the total area to be developed shall, hereinafter, be referred to as FSI.

- H. AND WHEREAS the Vendor has approached the Vendee and offered the Vendee to purchase from the Vendor the exclusive right to develop, construct, build, market, sell and transfer Towers 16, 17, 18, 19 and 20 of the Project, which together have a total sanctioned FSI of 39,254.102 sq. meters (out of the total FSI of 178406.24 sq. meters sanctioned on Plot GH 1B), along with the pro rata undivided indivisible, impartible rights of total land and facilities in Plot GH 1B.
- I. AND WHEREAS the said Plot GH 1B is situated on the underlying revenue land, falling in the revenue estate of village Hasanpur Khewli, Tehsil Sarojini Nagar, District Lucknow. Annexure 5 is the approved foot print plan of the Project superimposed on the revenue map of village Hasanpur Khewli. In the said Annexure 5, the boundaries of Plot GH 1B are outlined in red colour and the footprint of Towers 16, 17, 18, 19 and 20 have been shaded in green colour and the boundary within which the development for the said towers has to be undertaken is outlined in blue colour (hereinafter referred to as "Development Area"). The Development Area is situated on the underlying revenue land of village Hasanpur Khewli as outlined in the revenue map at Annexure 5 and further details of which are provided in Annexure 5A.
- AND WHEREAS the Vendor and the Vendee have discussed and reviewed in J. detail the approved layout/foot print plan of the Project and after such discussions, the Vendor has agreed to undertake some modifications in the LDA approved foot print plan/layout plan of the Project as proposed by the Vendee and the Vendor has offered to sell to the Vendee the exclusive right to develop, construct, build, market, sell and transfer a FSI of approximately 37,650.20 sq. meters (which is lesser than the FSI of 39,254.102 sq. meters sanctioned for Towers 16, 17, 18, 19 and 20) and the right to re-organise and reclassify Towers 16, 17, 18, 19 and 20 as Towers 16-17, 17-18, 19 and 20 to be developed over the Development Area, along with the pro rata undivided, indivisible, impartible rights on the land and facilities in Plot GH 1B and has agreed to exqusively allocate of parking slots on the Project as shown in Annexure 6, which shall not be less than 453 (four hundred and fifty three) car parking slots out of which 224 (two hundred and twenty four) car parking slots are on surface as demarcated in the plan at Annexure 6. In addition to these car park slots a proportionate right on reserved 10% visitor parking slots in the complex ("the said Property").
- K. AND WHEREAS the Vendor assures and represents to the Vendee that the Vendee shall be able to, independently, and without the requirement, or any

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For Pardos Lucknow Developers Pvt. Ltd.



interference of the Vendor, get the building plans for Towers 16, 17, 18, 19 and 20 modified as the Vendee so desires including, and but not limiting the same, to re-organising and reclassifying them as Towers 16-17, 17-18, 19 and 20 at its own costs.

- AND WHEREAS the Vendor has agreed to get the layout/foot print plan of the L. Project as contained in Annexure 4 hereto amended and revised, in a manner incorporating the changes made by the Vendee in Towers 16-17, 17-18, 19 and 20, with the LDA or other authorities within 30 (thirty) working days of the execution and registration of this Sale Deed.
- AND WHEREAS The Vendor hereby also agrees and undertakes it shall M. facilitate and laise for and on behalf of the Vendee with the LDA and/or such other government departments/authorities, including the Uttar Pradesh RERA Authority, as the Vendee may require in respect of the construction, development, sale of the said Property.
- AND WHEREAS based on the aforesaid and mutual discussions, the Vendor has agreed to sell to the Vendee the said Property, comprising of the exclusive right to develop, construct, build, market, sell and transfer an FSI of approximately 37,650.20 sq. meters (out of the total FSI of 178406.24 sq. meters sanctioned for the entire Project) and the right to re-organise and reclassify Towers 16, 17, 18, 19 and 20 as Towers 16-17, 17-18, 19 and 20 to be developed over the Development Area, along with the pro rata undivided, indivisible, impartible rights in the total land and facilities in Plot GH 1B admeasuring 67291.87 square meters (16.62 acres), which undivided, indivisible, impartible share in the total land shall not exceed 14198.58 square meters and exclusive allocation of parking slots on the Project as shown in Annexure 6, which shall not be less than 453 (four hundred and fifty three) car parking slots out of which 224 (two hundred and twenty four) car parking slots are on surface as demarcated in the plan at Annexure 6. In addition to these car park slots a proportionate right on reserved 10% visitor parking slots in the complex ("the said Property") and the Vendee has, based on the representations, warranties, declarations, assurances, covenants, undertakings made by the Vendor as above and as further contained in this Deed, agreed to purchase from the Vendor, the said Property free of all encumbrances and third party rights and subject to the terms and conditions as contained in this Sale Deed.
- AND WHEREAS the Vendor is hereby selling, transferring and conveying the O. said Property and the Vendee is hereby purchasing and acquiring the said Property for a consideration of Rs. 23,34,49,337/- (Rupees twenty three crores thirty four lakh forty nine thousand three hundred and thirty seven only) and on the terms and conditions mentioned herein under:

Ansel Properties & Infrastructure Ltd

Authorised

For Pardos Lucknow Developers Pvt. Ltd.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. TRANSFER AND CONVEYANCE

- (a) That in consideration of the sum of Rs. 23,34,49,337/- (Rupees twenty three crores thirty four lakh forty nine thousand three hundred and thirty seven only) (hereinafter referred to as "Sale Consideration"), the Vendor does hereby irrevocably sells, conveys, assigns, alienates and transfers:
 - the exclusive right to develop, construct, build, market, sell and transfer an FSI of approximately 37,650.20 sq. meters (hereinafter referred to as "Sale FSI") (out of the total FSI of 178406.24 sq. meters);
 - the right to re-organise and reclassify Towers 16, 17, 18, 19 and 20 as Towers 16-17, 17-18, 19 and 20 to be developed over the Development Area; and
 - (iii) exclusive allocation of parking slots on the Project as shown in Arnexure 6, which shall not be less than 453 (four hundred and fifty three) car parking slots out of which 224 (two hundred and twenty four) car parking slots are on surface as demarcated in the plan at Annexure 6. In addition to these car park slots a proportionate right on reserved 10% visitor parking slots in the complex ("Vendee's Parkings"),

along with the pro rata undivided, indivisible, impartible rights on land and fac lities in Plot GH 1B admeasuring 67291.87 square meters (16.62 acres) ("the said Property") and 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, Plot GH 1B and the Project, and all other estate rights whatsoever, including all easements, options, privileges, appurtenances to the said Property, 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 from date of execution of this 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 himself, their heirs, successors and assignees forever without any claim, charge, right, interest, demand and lien from the Vendor or any person or persons claiming to or under the Vendor.

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For Pardos Lucknow Developers Pvt. Ltd.



2. SALE CONSIDERATION

- (a) That the entire Sale Consideration for the Sale FSI and the said Property of Rs. 23 34,49,337/- (Rupees twenty three crores thirty four lakh forty nine thousand three hundred and thirty seven only) has already been paid to the Vendor and Vendor hereby admits and acknowledges to have received the entire sale consideration as herein below, as full and final pay ment/settlement towards the sale price of the said Property:
 - (i) An amount of Rs. 18,47,76,676/- (Rupees eighteen crore forty seven lakh seventy six thousand six hundred and seventy six only) pad on 24.10.2018 by RTGS vide UTR No. KKBKR52018102400715897 of Kotak Mahindra Bank;
 - (ii) An amount of Rs. 1,72,02,000/- (Rupees one crore seventy two lakh and two thousand only) paid on 1.11.2018 by RTGS vide UTR No. KKBKR52018110100689690 of Kotak Mahindra Bank;
 - (iii) An amount of Rs. 2,91,36,167/- (Rupees two crore ninety one lakh thirty six thousand one hundred and sixty seven only) paid by Cheque No. 000010 drawn on Kotak Mahindra Bank dated 4.11.2018 in favour of Ansal Properties & Infrastructure Limited;
 - (iv) Ar amount of 23,34,494/- (Rupees twenty three lakh thirty four thousand four hundred and ninety four only) paid towards 1% tax deducted at source for which the Vendor shall provide the certificate within reasonable time.
- (b) That the Vendor hereby explicitly admits and declares having received the aforesaid Sale Consideration in full and final payment, 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 FAR/FSI

(a) The Vendor hereby confirms, assures and undertakes that except the changes in the LDA Approval envisaged herein, to be undertaken by the Vendor there shall be no further modification or changes in the LDA Approval without the prior written consent of the Vendee. The Vendor further represents covenants, assures and undertakes with the Vendee that the total FAR of the Project shall not exceed 178,406.24 sq meters. However, it is further provided that in case any additional FAR can be acquired by the Vendor with respect to the Project, then the area of land so d in Plot GH 1B to the Vendee as per Clause 17 (b) below shall be excluded for the purpose of such additional FAR. It is further been

Ansal Properties & Infrastructure Ltd

Authorised Signature

For Pardos Lucknow Developers Pvt. Ltd.



agreed and undertaken by the Vendor that there shall not be any change in any of the plans or approvals relating to the Project or the Township, which may in any manner prejudicially affect the rights of the Vendee.

- The Veridor hereby represents warrants and assures that the LDA (b) Approval and the total FSI of the Project over Plot GH 1B has been sanctioned on the basis of a total FAR of 2.65 which comprises of basic FAR of 1.5 and compensatory/purchasable FAR of 0.15. The Vendor further represents, warrants and assures to the Vendee that the total FAR has been validly sanctioned and suffer from no infirmity, whether legal, procedural or regulatory. The Vendor also hereby represents warrants and assures that as per the LDA Approval, the number of units sanctioned on Plot GH 1B are 1473 units for 7365 persons. The said number of units are less than 2221 units, which otherwise are permitted to be constructed on Plot GH 1B based on the permitted unit density of 330 units per hectare. The Vendor further represents, warrants and assures to the Vendee that the said unit density of 330 units per hectare is valid, available and has not been breached whether in the Project or in the Hi-Tech Township. The Vendor further represents, warrants, assures to the Vendee that if the Vendee were to approach LDA for modification of building plans for Towers 16-17, 17-18, 19 and 20, the Vendee shall also be free to increase the number of units in Fowers 16-17, 17-18, 19 and 20, provided the number of units do not exceed the permissible density of 330 units per hectare.
- (c) The area of the said Property mentioned herein indicates the area on which the building is to be constructed and it is relevant for the specification of FSI and planning norms only. A part of the said Property may be used for installation or provisioning of common services and facilities of the Project like sewerage, drainage, water supply, irrigation/recycled water and electrical besides development of the greens/ parks and roads as shown in the layout, subject to prior consent of Vendee and the Vendee shall extend all co-operation and assistance as may be required by the Vendor in this regard.

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 and convey the Sale FS of approximately 37,650.20 sq. meters (out of the total FSI of 178406.24 sq. meters) available in respect of Towers 16-17, 17-18, 19 and 20 in the Project, to be erected on the Development Area, along with the pro rata undivided, indivisible, impartible rights on land and facilities in the entire Plot GH 1B along with the exclusive right to build, construct, develop, market, sell and transfer the said Sale FSI along with

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For Pardos Lucknow Developers Pvt. Ltd.



Vendee Parking's without any restrictions to any Person, 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 and/or Sale FSI and/or Vendee Parking's and/or Development Area; and (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 to any other person (s) / party / lies;

- (b) That the title of the Vendor over the said Property and/or Sale FSI and/or Development Area is freehold in nature and is absolutely clear and marketable and the said Property and/or Sale FSI and/or Development Area and/or Vendee Parking's 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 unregis ered encumbrances;
- (c) The Development Area is situated on the underlying revenue land, details of which are provided in Annexure 5A and the Vendor has absolute and exclusive ownership right, title and interest in the said land.
 - (d) That ne ther Plot GH 1B nor the Project is encumbered with LDA in any manner whatsoever;
 - (e) That the Plot GH 1B 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.
 - (f) That all the residential dwelling towers of the Project have been duly approved by the LDA under the Uttar Pradesh Urban Planning & Development Act, 1973, and are salable.
 - (g) That the Vendor hereby confirms and assures the Vendee that Vendor is not barred or prevented by any administrative / statutory attachment order or notification from entering into present transaction with the Vendee;
 - (h) The Project or Plot GH 1B or the Development Area or any part thereof has not been recorded as "fixed asset" in the books of the Vendor;
 - (i) That there are no high tension wires passing over/under Plot GH 1B or are proposed to pass over Plot GH 1B;
 - (j) 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

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part the eof is found to be false or incorrect and / or otherwise, for any reason, whatsoever.

- (k) The Vendor has acquired the various revenue land parcels falling beneath the Development Area from the various land owners by either purchasing it for good and valuable consideration or by exchanging it with other land owners 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 Development Area with all rights, title, interest, liberties, privileges thereto.
- (I) That the Vendor has neither done nor been party to any act whereby the Vendor's rights and title in the said Property or on the Development Area or with respect to the Sale FSI may in any way be impaired or whereby the Vendor may be prevented from transferring the said Property.

5. VENDOR'S COVENANTS

- (a) That upon receipt and realization of complete 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.
- That the Vendor assures the Vendee that the said Property is free from (b) 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. 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 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 Ver dee 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 Plot GH 1B or the group housing envisaged on Plot GH 1B.
- (c) The Vendor further represents, assures and undertakes that, till the occupancy certificates for Towers 16-17, 17-18, 19 and 20 are obtained, it shall ensure that the Layout Plan of Sushant Golf City is at all times,

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Ansai Properties & Infrastructure Ltd

Authorised Signation

For Pardos Lucknow Developers Pvt. Ltd.

kept valid and subsisting. In case, the said Layout Plan is about to expire, the Vendor shall seek approval appropriately in advance to ensure that the Layout Plan remains valid and subsisting.

- (d) The Ver dor further represents, assures and undertakes that it shall within 1.5 (fifteen) months from this Sale Deed, develop all the common/ trunk services including roads, greens, sewerage, drainage, water lines, recycled water lines, visitor parking, H.T. cable network, street lights, roads with its shoulders around Plot GH 1B for the Project.
- (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 the Sale FSI or on the Development Area. That the Vendor further confirms and undertakes that it shall have no right to undertake any construction or development on the Development Area after the execution of the Sale Deed except for laying of infrastructure services, like sewerage, drainage, water supply, irrigation/recycled water and electrical besides development of the greens/ parks and roads as shown in the layout.
- (f) The Vendor assures and represents to the Vendee that it shall, at the cost and expense of the Vendee, get the layout/foot print plan of the Project as contained in Annexure 4 modified by incorporating the changes made by the Vendee in Towers 16-17, 17-18, 19 and 20 within 30 (thirty) working days of execution of this Sale Deed. The Vendor agrees to endorse or register the Vendee's name on the approved plans, as per the provisions of LDA, in respect of Towers to be erected on the Development Area with the LDA or other authorities within 30 (thirty) working days of the execution and registration of this Sale Deed. The Ver dor assures and represents to the Vendee that the Vendee shall also be able to independently, and without the requirement of any interference of the Vendor, get the building plans for Towers 16-17, 17-18, 19 and 20 modified as it so desires.
- (g) The Vendor hereby agrees and undertakes it shall facilitate and liaise for and on behalf of the Vendee with the LDA and/or such other government departments/authorities, including the Uttar Pradesh RERA Authority, as the Vendee may require in respect of the sanction/approval and construction, development, sale of the said Property.
- (h) The Vendor undertakes that the Vendor shall provide access to all utilities including water, electricity, sewerage, drainage, recycled water lines etc. to the said Property and integrate the said property that is Towers 16-17, 17-18, 19 and 20 with the Project. The Vendor further agrees and undertakes to provide a dedicated power connection of 1.25 MVA to the Vendee in respect of the Property at the costs of Vendee. The Vendor undertakes and assures to commission nearest 33/11 kv

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substation from where the demand load of Tower 16-17, 17-18, 19 and 20 will be connected by the Vendor on an 11kv feeder by November, 2019. The Parties agree that the cost of integrating the utilities of the Towers 16-17, 17-18, 19 and 20 with the services of Sushant Golf City shall be borne by the Vendee on such terms as mutually agreed.

- (i) The Verdor represents and assures to the Vendee that with respect to the sewerage disposal of Towers 16 to 20, the Vendor has to set up a township level sewerage treatment plant (STP) of 23 MLD at the designated location earmarked in the approved D.A-1 D.A-4 layout, and the sewerage disposal of tower 16 to 20 shall also be carried this township level STP via the trunk services network laid by the Vendor for Sushant Golf City. The Vendor is in the process of developing the first phase of this township level STP of 5 MLD and this shall be made operational by the Vendor by November 2019. However, if for any reasons the said township level STP is not operational by November 2019, the Vendor undertakes and confirms to the Vendee that it shall exclusively for the Group Housing at Plot GH 1B set up an interim package STP of required capacity on or before November 2019.
- (j) The Vendor hereby represents, undertakes and confirms that after completion of construction of Towers 16-17, 17-18, 19 and 20, the electricity charges for the supply of electricity to Towers 16-17, 17-18, 19 and 20 shall be as per tariff determined by the tariff regulating authority.
- (k) The Vendor hereby represents and confirms that it had obtained environment clearance for an area of 1967.755 acres of the 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 in the area for which the said environment clearance was obtained. The Vendor has subsequently obtained the Consent to Operate from the office of Uttar Pradesh Pollution Control Board vide their letter nos. F43495 and F43496 both dated May 26, 2014 and the same has further been applied for renewal. Nothing has been done or shall be done by the Vendor, or any other person claiming through it, which may vitiate or violate the said consent. The Vendor undertakes and agrees to keep all the environment related compliances live till the time these are required to be kept as per the law of land.
- (I) The Vendor has hereby granted and delegated certain rights, powers and authorisation to the Vendee to facilitate the Vendee for obtaining relevant approvals for construction, development of the said Property. The indicative list of such rights, powers and authorization is provided in Annexure 7 hereto.
- (m) The Vendor confirms that the Vendee shall not have any obligation or

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liability in respect of the EWS 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 in the other parts of the project. The Vendor shall develop all the abutting external areas, common areas around the Development Area within 9 (nine) months of this Sale Deed or such extended period as mutually agreed upon by Parties. That no temporary or permanent construction upon any common areas of the Project shall be caused/raised by any Person.

- (n) For the purpose of undertaking construction, development of Towers 16-17, 17-18, 19 and 20, the Vendor shall make available to the Vendee an access road to the site which shall be a minimum of 12 (twelve) meters vide. It is agreed between the Parties that the vehicles including trucks, dranes, dumpers or other equipment and machinery shall be freely and without any restriction be moved to and from the site.
- (o) Within 15 (fifteen) days of execution of this Deed, the Vendor shall provide to the Vendee drawings with respect to services for storm water, drain water, potable water and electricity and their respective tapping points to enable the Vendee for designing its services and their connections. The Vendor undertakes to complete laying of these services on Plot GH 1B within 6 (six) months of this Deed and also undertakes to complete the trunk services and all roads around the Plot GH 1B within 9 (nine) months of this Deed.
- (p) 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) with respect to solid waste management, sewage disposal, pollution, environment, ground water.

6. VENDEE COVENANTS

- (a) The Vendee irrevocably confirms, assures and represents to the Vendor that the construction and development of the Sale FSI shall be undertaken as per the approvals granted by LDA and other appropriate authorities.
- (b) The Vendee hereby confirms, assures and represents to the Vendor that the Vendee shall not carry out construction over the Development Area more than Sale/Sanctioned/To be sanctioned FSI. The construction and development shall be carried out as per plans approved by the LDA. The Vendor also undertakes and irrevocably confirms that it shall not and shall ensure that no person shall carry out the construction on the Project (other than the Property) which may, in any manner, violate the LDA Approval or any revision thereof.

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- (c) That the said Property is being sold and conveyed by the Vendor to the Vendee for the purpose of construction, development and sale of Group Housing in the Sushant Golf City as per approvals granted by LDA and other appropriate authorities and the Vendee assures and confirms to the Vendor that the said Property shall strictly be used for Group Housing purposes and if at any point of time, it is found that for reasons solely attributable to the Vendee, the use of the said Property is not in conformity with the purposes for which it is being sold then in such an event, the Vendor shall have the right to call upon the Vendee for an explanation thereof and if the error is not rectified, the Vendor shall further have rights to move the appropriate Court of Law against the Vendee.
- (d) That the Vendee hereby assures that Vendee and subsequent purchasers/allottees of the apartment shall abide by the terms and conditions mentioned in this Deed.
- (e) 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 Property in a workman like manner in accordance with standard industry practices and in conform ty with applicable laws, rules and regulations of the authorities concerned.
- (f) If the Vendee fails to complete or get completed the construction of Towers 16-17, 17-18, 19 and 20 within the time stipulated in its filings with the RERA Authority, the Vendee itself shall be liable and bear the costs and consequences for such delay and shall keep the Vendor saved and projected from any liability arising due to such non-completion within the stipulated time.

7. MUTUAL COVENANTS

(a) The storm drainage water discharged from Towers 16-17, 17-18, 19 and 20 shall be disposed off into trunk storm network through rain water harvesting pits/directly as approved by the authorities concerned which the Vendor undertakes and assures to develop within one year from the date of this Sale Deed. Further the Vendor undertakes and assures that the drainage network of Group Housing Plot1B and the trunk storm around the said plot will be completed by it by November 2019. Similarly the recycled water network for Group Housing Plot 1B and the area around it shall also be completed by November 2019. The Vendor further undertakes and assures that the complete water supply network of Group Housing Plot 1B and areas surrounding this plot including development of bore of the desired yield will be commissioned by November 2019.

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- (b) It has further been agreed between the Parties that the construction of internal loads, walkways, paths and greens to be developed on Plot GH 1B and lighting of such areas shall be undertaken by the Vendor within 2 (two) months of execution of this Sale Deed. Further, the maintenance and upkeep of such internal roads, walkways, paths and greens and the lighting shall be the responsibility of the Vendor.
- (c) The Part es agree and the Vendor undertakes to provide an exclusive water connection and an exclusive electricity connection at single point each for the construction and development on the Development Area at the cost of Vendee and on actual metered consumption basis till the completion of construction of Towers 16-17, 17-18, 19 and 20. The water and electricity connection shall be provided at the point specified by the Vendee on the Development Area or its near about and consumption charges shall be metered and payable on monthly basis. The electricity connection shall have a minimum load of 25 KVA.

8. RIGHTS OF 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 Sale FSI, the Vendee Parking's and the said Property, which include, but are not limited to:

- (a) enter upon and take sole possession and control of the Development Area and every part thereof for the purpose of developing the Sale FSI;
- (b) full authority to plan, conceptualise, design and contract the Towers 16-17, 17-18, 19 and 20 to be erected on the Development Area;
- (c) right to build, construct, develop the buildings on the Development Area or set them contracted and developed by a third party;
- (d) exercise full, free, uninterrupted, exclusive and irrevocable marketing, allotmer t, leasing, licensing or sale rights in respect of the built-up apartments emerging from Sale FSI and Vendee Parking's by way of sale, allotment, lease or license or any other recognized manner of transfer, have the final authority and control with respect to the pricing of the sale FSI and car parking spaces to be developed on the Development Area and 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; and give receipts upon execution of the definitive agreements in favour of purchasers/lessees; hand over ownership, possession, use or occupation of the Sale FSI, car parking spaces and proportionate undivided interest in the underlying land and facilities of Plot GH 1B;
- (e) carry out the construction/development of Towers 16-17, 17-18, 19 and 20 to be erected on the Development Area, whether simultaneously or in a phased manner, and remain in sole possession, control of peaceful

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enjoyment of the Development Area or any part thereof;

(f) to do a such acts, deeds and things that may be required for the construction and development of towers on the Development Area;

(g) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labours, workmen, personnel (skilled and unskilled) or other persons to carry out the construction and development work;

(h) make applications to the concerned government departments, authorities or semi-government department, authorities for seeking consents, approvals any infrastructure work, including leveling, water storage facilities, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Development Area 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;

(i) payment and/or receive the refund of all deposits or other charges to and from all public or government authorities or other private utility provide s in relation to the construction, development of the said Property or any construction, development on the Development Area;

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 of the buildings on the Development Area;

(k) sell, allot, lease, license, or otherwise dispose off or alienate the Sale FSI and Vendee Parkings as per the approved plans as the Vendee may deem fit;

(I) 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;

(m) launch the Towers 16-17, 17-18, 19 and 20 and issue advertisements in such mode as the Vendee may deem fit and inviting prospective purchasers, lessees, licensees etc. for allotment and sale of Sale FSI and Vendee Parking's;

(n) set up, install, and make provisions for the various facilities/services at Towers 16-17, 17-18, 19 and 20 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;

(o) 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;

(p) The Ver dee shall be free to promote, brand, market, sell the Sale FSI as per its own discretion. The Vendee may decide such brands or logos for Towers 16-17, 17-18, 19 and 20 or as it may deem fit. The Vendee shall

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also be free to brand different towers differently as per its own free will. The Vendor or any person claiming through it shall have no objection to the branding of the Sale FSI and/or the Towers. The Vendee shall, 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 Sale FSI, as the Vendee may deem fit.

- (q) The Vendor agrees to execute such further document, deed, attorney or authorization as may be required by the Vendee for vesting the said powers authorisations in favour of the Vendee.
- (r) Right to sell, transfer and convey the said Property (both as built and unbuilt):
- (s) Assign all benefits, rights as may be available to the Vendee, generally and under this Sale Deed in respect of the said Property, the Sale FSI and the Development Area in favour of any nominee, transferee or assign provided such nominee, transferee or assign is also bound by the obligations as contained in this Deed.

9. MAINTENANCE

- (a) The Ver dor represents and confirms that as on date of execution of this 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. The residents of the Hi-Tech Township shall be required to pay a monthly township maintenance charge to the agency designated by the Vendor calculated at the rate of Rs. 3/- (Rupees three) per square foot of carpet area/sale area or such revised rate as decided by the maintenance agency designed by the Vendor in accordance with the prevalent maintenance cost. The said maintenance charges shall be collected by the agency maintaining Towers 16-17, 17-18, 19 and 20 from the allottees of Towers 16-17, 17-18, 19 and 20 and shall be remitted to the Vendor or its designated agency.
- (b) It is agreed between the Parties that the collection and disposal of solid waste from Towers 16-17, 17-18, 19 and 20 shall be the joint responsibility of the Vendor (or the maintenance or nominated agency) and the Vendee (or the maintenance or nominated agency). The Vendee shall make arrangements for collection of solid waste from each of the units in Towers 16-17, 17-18, 19 and 20. The collected waste shall thereafter be picked by the Vendor or its nominated agency on a daily basis from the designated spots in the basement of Towers 16-17, 17-18, 19 and 20 and dispose the same in accordance with applicable rules and regulations.
- (c) That the Vendor either directly or through its appointed/ nominated

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agency, shall look after the maintenance and up keep of the common areas and facilities of the Project and township as a whole until these are handed over to some association of apartment owners/Resident Welfare Association of the Project. The maintenance of Towers 16-17, 17-18, 19 and 20 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 of Towers 16-17, 17-18, 19 and 20, or to a corporate body or other agency appointed by the Vendor itself for maintenance, upkeep, repairs, security etc. of the building(s) including the landscaping and common area of the Project. The Vendee or its prospective apartment allottee(s) unconditionally agrees and consents to the said arrangement and he/she/it shall pay maintenance charges as determined by the Vendor or its appointed maintenance agency from time to time depending upon the maintenance cost.

(d) After the township is handed over to local body or even if before it whenever any tax is imposed by any statutory authority, the same shall be payable by the vendee / allottee / occupant / owner of the apartments 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 Deed, it shall be able to execute and register the allotment letters, that buyers agreements, sale deeds etc. in favour of third party allottees, purchasers of units shall acquire a valid title to their respective units.
- (b) The Ven lee shall be entitled to raise funds, construction finance for the construction and development of the buildings on the Development Area. For the purpose of raising funds, construction finance, the Vendee shall be entitled to create mortgage and/or create charge on the said Property including the Development Area. 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 and the rights assured herein unto and to

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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 construction and development of Towers 16-17, 17-18, 19 and 20.

- (d) That the Vendee, at its own costs, can get the said Property 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 Ver dor represents and affirms that the Vendee, at its own costs, shall be able to obtain part completion certificate / Occupation Certificate from the LDA for each of the Towers separately. It is further agreed that the responsibility of obtaining the completion certificate for the Project shall be on the Vendor. The Vendor undertakes to obtain the completion certificate for the Project within 5 (five) years of execution of this Sale Deed subject to completion of development of the said property in all respect by vendee/ nominee.
- (f) The Vendor further agrees and undertakes that it shall facilitate the creation of a common association of apartment owners for all the residents of the Project.
- The Vendor agrees and undertakes that the purchasers/allottees of (g) units in Towers 16-17, 17-18, 19 and 20 shall be treated no differently from purchasers of any other unit in the Project and Sushant Golf City Township and shall have unfettered access and all rights in all the common areas of the Project and Sushant Golf City Township. The that undertakes agrees and Vendor further purchasers/allottees shall have the right to be member of any owner's association, if established, in respect of the Project. In case any club facility is developed by the Vendor/its nominee in the said Township then access to and usage of same shall be subject to payment of requisite charges and fees and execution of necessary forms, application and documents as the Vendor/its nominee or club management agency requires. The terms of membership shall be similar to the terms and conditions as applicable to the other residents of the Project and township.

11. MISCELLEANE US

(a) That it is clarified that the Vendor is not responsible for the breaches if any in the construction of the building or technical defects if subsequently found therein and for all such factors, only the Vendee shall be responsible.

(b) The Vendor shall not be liable for any claims or suits relating to Towers

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16-17, 17-18, 19 and 20, which claims are not attributable to the Vendor.

- (c) 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 thereunder.
- (d) The Vendee shall not do or suffer anything to be done in or on the said Property which may tend to cause damage to any other structures in the land parcels adjacent to the said Property or hampers/obstructs other construction activities being carried out in the Project. Further, the Vendee shall not keep any material in the common areas of the Project and shall ensure disposal of all malba/construction material as per instructions/guidelines of the Vendor.
- (e) The Vendee shall abide by provisions of the law, rules, policies and regulations in force and applicable to the said Property/township at any time including any amendments and modifications thereof. Further, the Vendee 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/township including and not limited to environmental clearance, development agreement, license etc.
- (f) The recitals and background given in this Deed form an integral part of this Deed and constitute the representations made by the Vendor to the Vendee.
- (g) Wherever the term land is used to denote the Property it shall be read and construed as undivided share of land.

12. INDEMNITY

That the Vender hereby agrees and covenants with the Vendee to indemnify and keep indemnified the Vendee against all losses or damages or claims which the Vendee is made liable on account of any legal defect in the title of the said Property.

The Vendor also agrees and acknowledges that an irretrievable loss shall be caused to the Vendee if the Vendor fails to or delays in getting the foot print plan/layout plan of the Project, by incorporating the changes made by the Vendee in Towers 16-17, 17-18, 19 and 20, approved from the LDA within 30 (thirty) working days of execution of this Sale Deed. The Vendor agrees to indemnify and hold the Vendee protected from all losses, costs, expenses which the Vendee may suffer because of failure of the Vendor in performing its foregoing obligation.

13. COSTS, CHARGES AND EXPENSES

Save and except the consideration paid to the Vendor and the applicable fees

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payable to the authorities in respect of the construction and development of Towers 16-17, 17-18, 19 and 20, no other charges shall be payable by the Vendee to the Vendor or to any other person or authority in respect of the of Towers 16-17, 17-18, 19 and 20 or the said Property or the Development Area towards any dues, demands, taxes, charges including property tax, or any other service provider, charges, duties, liabilities and outgoing.

14. 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.

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 build, construct, develop, market, sell and transfer the said Sale FSI (both as built up and unbuilt) along with the pro rata undivided, indivisible, impartible rights on land and facilities in Plot GH 1B along with the Vendee Parkings to any Person, without any restrictions whatsoever.

16. GOVERNING LAW AND JURISDICTION

- (a) This Agreement shall be governed by Indian laws and courts in Lucknow shall have jurisdiction on the subject matter of this Agreement.
- (b) Each Party shall have the right to seek specific performance of this 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) The Plot GH 1B measures 67291.87 square meters or 16.62 acres. On the said plot, an FSI of 178406.24 sq. meters has been sanctioned by the LDA. Out of the total sanctioned FSI, the Sale FSI of approximately 37,650.20 sq. meters is being transferred and conveyed by the Vendor to the Vendee as per this Sale Deed along with the pro rata undivided, indivisible, impartible rights in the underlying Plot GH 1B. The Sale FSI constitutes 21.10% of the total sanctioned FSI on Plot GH 1B, thus the plot area under transfer constitutes to 14,198.58 square meters (or 3.51 acres). The collector rate of the said 14,198.58 square meters (or

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3.51 acres) is Rs. 24,57,36,144/-. The stamp duty has been paid on the approved collector rate of Rs. 24,57,36,144/- which is above than the consideration of Rs. 23,34,49,337/- paid under this Deed.

- (c) That the said Property is situated in the Sushant Golf City and the said Property is situated more than 200 meters from Amar Shaheed Path and Sultanpur Road The said Property is situated on 30 meter wide road and exist at two ways. For the purpose of calculation of the stamp duty, the circle rate of the land is fixed Rs. 20,000/- per sq. mtr. + 20% comes to Rs. 24,000/-. The Plot area of the said Property is approximately 14,198.5 Sq. mt. Market value of the land area 1000 Sq. Mt. at the rate of Rs. 24,000/-comes to Rs. 2,40,00,000/-. Market value of remaining area of 13,198.58 at the rate of Rs. 16,800/-(24,000-30%) comes to Rs. 22,17,36 144/-. Hence the market value of the land comes to Rs. 2,40,00,000/- + 22,17,36,144/- = Rs. 24,57,36,144/-. Thus the total market value of the property comes to Rs. 24,57,36,144/-. Since the Sale Consideration is lower than the Market Value therefore total stamp duty of Rs. 1,72,02,000/- has been paid on Market Value.
- (d) Notwithstanding anything contained in this Deed, if at the time of sanction of building plans for Towers 16-17, 17-18, 19 and 20 to be erected on the Development Area, with the LDA or other authorities, the authority sanctions/authorizes an FSI for the said towers, which varies from the Sale FSI of approximately 37,650.20, then the Parties shall accordingly amend and the consideration paid on this Deed shall accordingly be adjusted dependent on FSI approved by the authorities for Towers 16-17, 17-18, 19 and 20. The Parties agree to get the modification/amendment to this Deed registered in accordance with applicable laws.

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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED AT ITS MEETING HELD ON 13th AUGUST, 2018

"RESOLVED THAT approval of the Board of Directors be and is hereby accorded to sell FSI of approximately 37,650.20 square meters or such area as agreed between the Company and Pardos Lucknow Developers Private Limited ("the Purchaser") in Group Housing 1B, Sector G, Pocket 5, Sushant Golf City, Lucknow, Uttar Pradesh.

RESOLVED FURTHER THAT the drafts of the sale deed, power of attorney, services agreement to be executed in favour of the Purchaser are hereby

RESOLVED FURTHER THAT the approval of the Board of Directors be and is RESOLVED FURTHER THAT the approval of the Board of Directors be and Is hereby accorded to authorize and empower Shri Birendra Pratap Singh, Dy. Manager-Law (hereinafter sign and execute the Sale Deed in favour of the Purchaser for sale and transfer of approximately 37,650.20 square meters or such area as agreed between the Company and the Purchaser in Group Housing 1B, Sector G, Pocket 5, Sushant Golf City, Lucknow, Uttar Fradesh ("Sale Property"). approved.

RESOLVED FURTHER THAT Shri Birendra Pratap Singh, Dy. Manager-Law (hereinafter referred as present the sale deed(s) (hard deed(s)) (present the sale deed(s) transfer document(s), other document(s) solote the concerned Registrar/ Sub-Registrar/ any registering authority, for registration, under any statute, and, to admit/verify execution thereof.

RESOLVED FURTHER THAT Shri Birendra Pratap Singh, Dy. Manager-Law (hereinafter referred as "Authorised Person"), is 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 necessary, which are required or incidental, ancillary or consequential to the exercise of the above authorities and powers.

RESOLVED FURTHER THAT the approval of the Board of Directors be and is hereby accorded to severally authorize and empower Shri Kapil Arora, Shri K.K. Garg, Shri N.P. Vehkatesh to sign and execute the Services Agreement, Power of Attorney jointly with Shri Harish Gulla in favour of the Purchaser.

RESOLVED FURTHER THAT the approval of the Board of Directors be and is hereby accorded to severally authorize and empower Shri Vikas Tripathi, Shri Abhishek Mishra to landover 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 the possession letter/possession certificate in respect of the foregoing.

RESOLVED FURTHER THAT all acts, things or deeds, done or caused to be done, by the aforegaid authorized person, 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.

Annal Properties & infrastructure 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

Email: customercare@ansalapi.com, TOLL FREE NO. 1800 266 5565

For Pardos Lucknow Developers Pvt. Ltd.

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Building lifestyles since

RESOLVED FURTHER THAT all such acts, deeds, matters and things to be done by the aforesaid authorized person, 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 favor of the aforesaid authorized person, shall remain in force till the date they remain in the 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, duly certified under the signatures of any Director or Company Secretary of the Company."

for Ansal Properties, & Infrast

Anii\Kumat

Joint Managing Director & CEO

Ansal Properties & Infrastructure Ltd

Authorised Signator

For Pardos Lucknow Developers Pvt. Ltd.

Authorised Signatory/Director

Ansal Properties & Infrastructure Ltd. (An ISO 14001 : 2004 & OHSAS 18001 : 2007)

T15, Ansat Bhawan, 16, Kasturba Gandhi Marg, New De hi - 110 001 Tel.: 23353550. 66302268 / 69 / 70 / 72,

Website . www.ansalapi.com

CIN-L45101DL1967PLC004759

Email: customercare@ansalapi.com, TOLL FREE NO. 1800 266 5565

23

PARDOS LUCKNOW DEVELOPERS PRIVATE LIMITED

CIN: U45208DL2018PTC337507

Registered Office: Punjab Bhawan first floor, 10, Vishnu Digamber Marg, New Delhi 110002

Email: info@ctcgeo.in

EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF PARDOS LUCKNOW DEVELOPERS PRIVATE LIMITED ("COMPANY") HELD ON TUESDAY THE 23rd DAY OF OCTOBER 2018 AT PUNJABI BHAWAN FIRST FLOOR 10 VISHNU DIGAMBER MARG NEW DELHI-110002

AUTHORIZATION FOR EXECUTION OF SALE DEED

"RESOLVED THAT the Board of Directors be and hereby authorize Mr. Piyush Kumar Gautam, Authorised Signatory of the Company to sign and execute the Sale Deed/s, possession letter/ certificate and any other documents on behalf of the Company with regard to purchase of approximately 37,650.20 square meters of FSI in Group Housing 1B, Sector G, Pocket 5, Sushant Golf City, Lucknow, Uttar Pradesh.

RESOLVED FURTHER THAT Mr. Piyush Kumar Gautam be and is hereby authorized to take possession of the land associated with the aforesaid FST in Group Housing 1B, Sector G, Pocket 5, Sushant Golf City, Lucknow, Uttar Pradesh.

RESOLVED FURTHER THAT Mr. Piyush Kumar Gautam is further authorized to be present and appear before the Registrar or the concerned Sub-Registrar as may be necessary to cause the said Sale Deed 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."

Certified True Copy

For Pardos Lucknow Developers Private Limited

Puncet Kakker

Director DIN: 08118727

Address: C-16, Second Floor Shivalik,

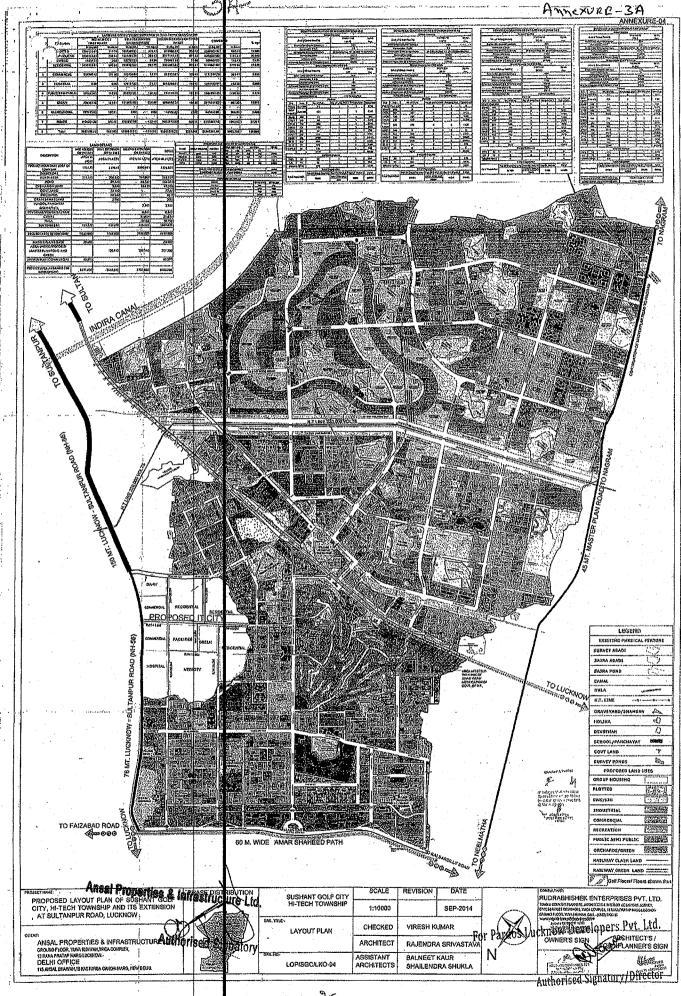
New Delhi

Malviya Nagar, New Delhi 110017

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

For Pardos Lucknow Developers Pvt. Ltd.





LUCKNOW DEVELOPMENT AUTHORITY, UTTAR PRADESH VIPIN KHAND, GOMTINAGAR, LUCKNOW

PERMIT TO BULD WITHIN THE DEVELOPMENT AUTHORITY AREA-LUCKNOW

PRINT DATE: -21/03/2016

APPLICATION N	o : 49950		FILE NO:	138/EE/HTIG/2015	
WARD:		***************************************	SCHEME:	NonScheme-MapApproval	
PERMIT NO:	39667			wend sheren man de langua de la pa	
SITE OF	***	LAY OUT			
SECTOR:			PROPERTY N	PART LAYOUT, SECTOR - G,	
NAME:	ANSAL F	ROP & INFRA LTD		SUSHANT GOLF CITY	
Address:	ҮМСА В	JILDING, 13 RANA PRATA	AP MARG, LUCKNOW		
Sanction vide orde		12/02/2016 of		ermission to build granted as per	

or expiry date of Lease deed whichever is earlier

Restriction If Required:

Date of Validity:

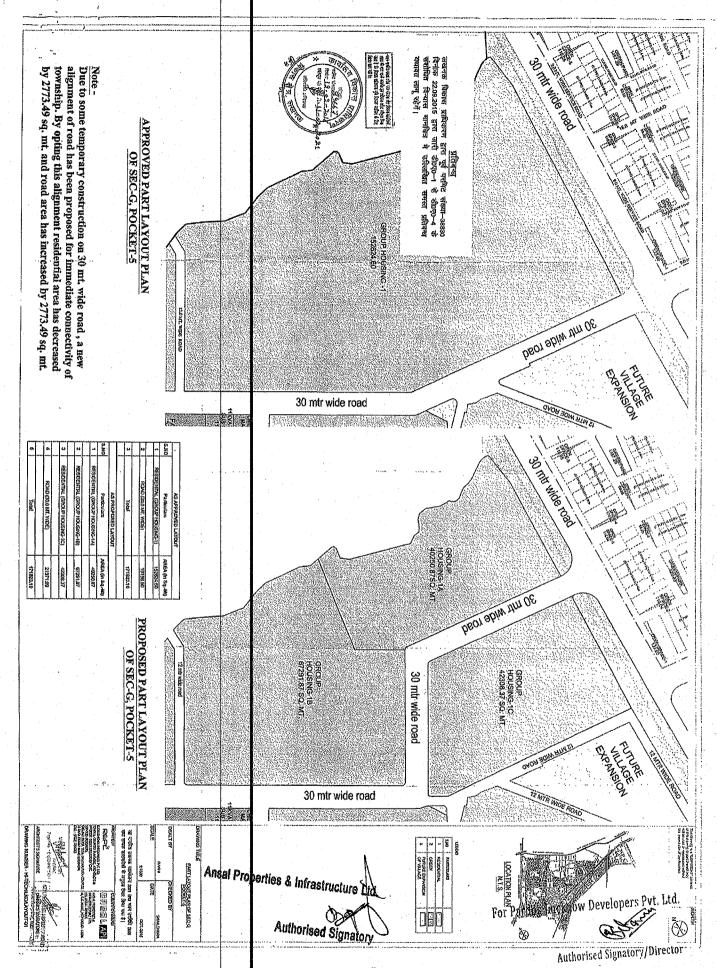
1/02/2021

Signature of Competent Authority (BHAWAN)
Under the U.P

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

For Pardos Lucknow Developers Pvt. Ltd.





LUCKNOW DEVELOPMENT AUTHORITY, UTTAR PRADESH VIPIN KHAND, GOMTINAGAR, LUCKNOW

BULD WITHIN THE DEVELOPMENT AUTHORITY AREA-LUCKNOW

PRINT DATE :- 06/07/2017

APPL	ICA	TION	NO:	50550
------	-----	------	-----	-------

PERMIT NO: 41698

SITE OF

WARD:

GROUP HOUSING

SECTOR:

NAME: Address: ANSAL PROP & INFRAUTD

YMCA BUILDING, 13:RA NA PRATAP MARG LUCKNOW

Sanction vide order dated 08/03/2017 Sanction vide order dated 08/03/20 7 of prescribed Authority permission to build granted as per sanctioned building plan enclosed subject the conditions mentioned on it and if noted below.

Date of Validity:

07/03/2022

or expiry date of Lease deed whichever is earlier

FILE NO:

SCHEME:

Restriction If Required:

Signature of Competent Authority (BHAWAN) Under the U.F

145/EE/HTIG/2017

PROPERTY NO GH-1-B, SECSTOR-G, SUSHANT

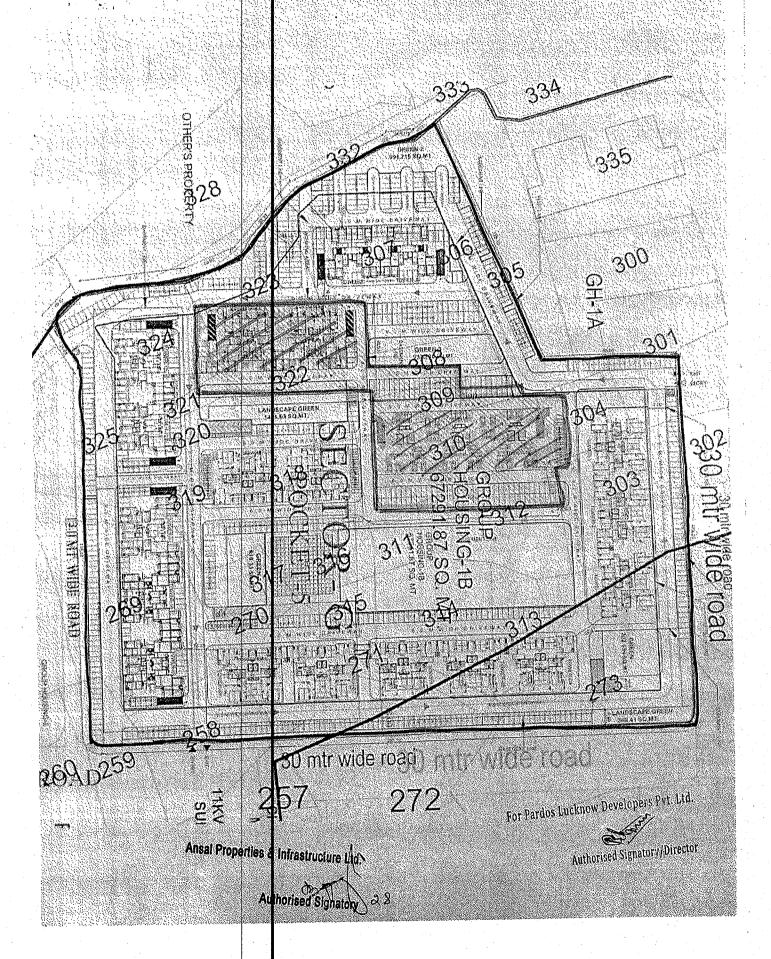
-GOLF CITY

NonScheme-MapApproval

Ansal Properties & Infrastructure t

Authorised Signatory

For Pardos Lucknow Developers Pvt. Ltd.



Annexure 5A

(The details of Development Area in the revenue estate of village Hasanpur Khewli)

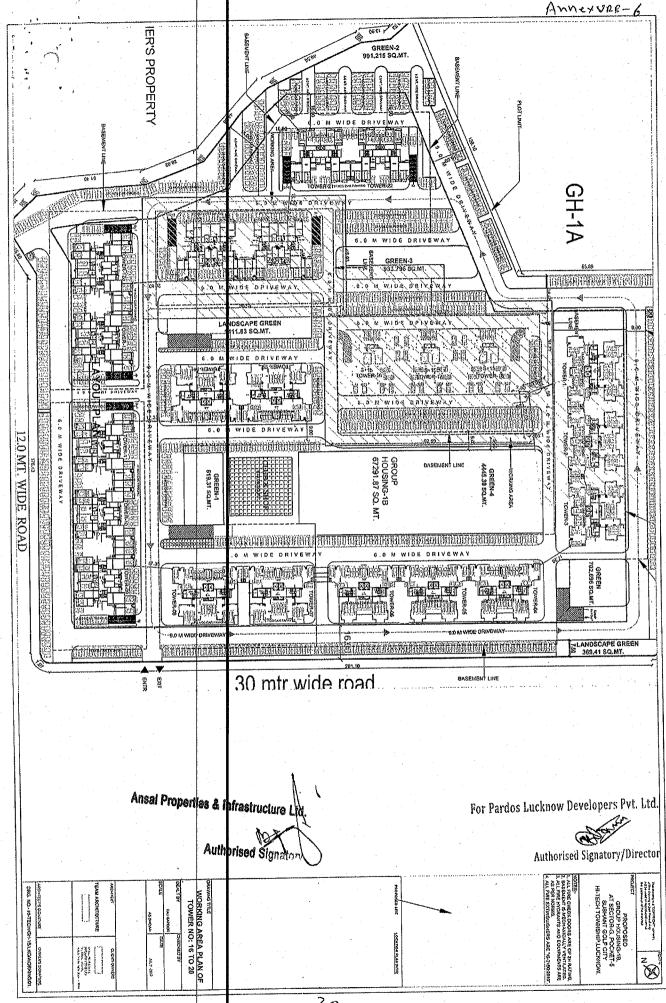
An area not exceed ng 9600 square meters as outlined in Annexure 5 falling over the following Khasras of Hasanpur Khewli, Tehsil Sarojini Nagar, Lucknow

S. No.	Khasra No.
1.	304
2.	309
3.	310
4.	312
5.	307
6.	308
7.	321
8.	322
9.	323
10.	324
11.	320

Ansal Properties & Infrastructure (

Authorised Signatory

For Pardos Lucknow Developers Pyt. Ltd.



Annexure 7

(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/ministrivincluding 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 aforesaid Sale FSI (hereinafter referred to as "aforesaid authorities") for obtaining any license, certification, 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, plbwing, cultivating, modernizing or for any other land related purpose (hereinafter referred to as "aforesaid purpose") on, for and in connection with the aforesaid Sale FSI 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 aforesaid Sale FSI (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 aforesaid Sale FSI 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 aforesaid Sale FSI;
- 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 aforesaid Sale FSI;
- 5. To invite tenders and offers for the purpose of construction on the aforesaid Sale FSI, 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 such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development on the aforesaid Sale FSI wholly or partly or in stages and for construction of building or structures thereon

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For Pardos Lucknow Developers Pvt. Ltd.

Authorised Signator

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 construct on of the building or structure on the aforesaid Sale FSI on such terms and conditions as the Vendee may in discretion deem fit and proper;

- To engage various agencies and persons in connection with the 6. construction/development/execution/completion the proposed structure/building;
- To hire any consultant, advocate or any other professional and take the 7. 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 aforesaid Sale FSI;
- 8. To appear, represent for and on behalf of the Company before the aforesaid authorities in respect of the aforesaid Sale FSI 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 aforesaid Sale FSI;
- To do all acts, deeds and things required for amending/rectifying and entries in 9. respect of the aforesaid Sale FSI in the land revenue records;
- To do all acts, deeds, things relating to the aforesaid Sale FSI and/or proposed 10. 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;
- To make necessary modifications, alterations and corrections in the original 11. 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;
- To receive at any time hereinafter any of the aforesaid approvals from any of 13. the aforesaid authorities and give effective receipt for the same;
- To further delegate all or any of the aforesaid powers to any other person or 14. 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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For Pardos Lucknow Developers Pvt. Ltd.

विक्रय पत्र

प्रतिफल- 233449344 स्टाम्प शुल्क- 17202000 बाजारी मूल्य - 245736144 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 180 योग : 20180

श्री मे॰ पर्डोस लखनऊ डेवल्पर्स प्राइवेट लि॰ द्वारा पियूष कुमार गौतम अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री राम कृष्ण सिंह

व्यवसाय: नौकरी

निवासी: प्रथम तल विष्णु दिगम्बर मार्ग नई दिल्ली

श्री, मे॰ पर्डोस लखनक डेवल्पर्स प्राइवेट लि॰ द्वारा

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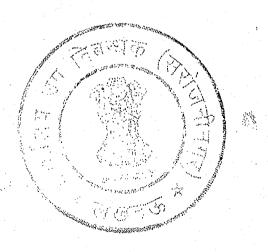




रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह उप निबंधक :सरोजनीनगर लखनऊ , 05/11/2018

राजेश यादव . कनिष्ठ सहायक (निबंधन) - नियमित



Asset Proposition & Infrastruction Lid.

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

विक्रेताः 1

श्री अंसल प्रॉपर्टीज एण्ड इन्फ्रास्ट्रकचर लि॰ के द्वारा बिरेन्द्र प्रताप सिंह , पुत्र श्री न्व गंगा पाल सिंह

निवासी: 115 अंसल भवन 16 कस्त्रबा गाँधी मार्गीनयी दिल्ली

व्यवसाय: नौकरी

क्रेलाः १

श्री मे॰ पर्डोस लखनक डेवल्पर्स प्राइवेट लि॰ के द्वारा पियूष कुमार गौतम , पुत्र भी राम कृष्ण सिंह

निवासी: प्रथम तल विष्णु दिगम्बर मार्ग नई दिल्ली

ट्यवसाय: नौकरी





ने निष्पादन स्वीका र किया । जिनकी पहचान

पहचानकर्ताः 1

श्री मनीष मेहरोत्रा पुत्र श्री गिरधारी लाल मेहरोत्रा

ौक लखनऊ निवासी: 316/23, र

ट्यवसाय: बीकरी

पहचानकर्ताः 2





श्री अज़मत अली ,अधिवक्ता

निवासी: सिविल कोर्ट, लखनऊ

ट्यवसाय: वकाल





्रजिस्ट्रीक्रुएं अधिकारी के हस्ताक्षर

भंद्र साक्षियी के निशान अंगूठें नियमानुसार 🗅 ने की । प्रस्थक्षतः लिए गए है।

टिप्पणी

निर्मल सिह उप निबंधक : सरोजनीनगर

लखनऊ

राजेश यादव .

किनष्ठ सहायक (निबंधना) हा हिनयमित वस्त्रहाला है इस्ताहरू

mil bealrottuk

IN WITNESS WHEREDF, 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

Ansa Properties & Infrastructure List

Authorised Signatory

FOR ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED

VENDEE

For Pardos Lucknow Developers Pvt. Ltd.

Darm of Jam

Authorited Signatory/Director

FOR PARDOS LUCKNOW DEVELOPERS PRIVATE LIMITED

WITNESSES



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3/0 Grl. Mehrotra.
316/23 Near Badi Kali
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duelonow.



Samuel Ah CAND बही संख्या 1 जिल्द संख्या 735 वे पृष्ठ 341 से 412 तक क्रमांक 10574 पर दिनाँक 05/11/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह

उप निबंधक : सरोजनीनगर

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