



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Shishu

Certificate No. : IN-UP77305205053114T
 Certificate Issued Date : 24-Sep-2021 01:30 PM
 Account Reference : SHCIL (FI)/ upshcil01/ SAROJINI NAGAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUPSHCIL0142746725793782T
 Purchased by : G P C L BUILDERS AND DEVELOPERS PVT LTD
 Description of Document : Article 23 Conveyance
 Property Description : UNDIVIDED SHARE OF LAND OF TOWER T-3B IN I B.E.P.
 SITUATED AT SUSHANT GOLF CITY, SULTANPUR ROAD, LKO
 Consideration Price (Rs.) :
 First Party : ANSAL PROPERTIES AND INFRASTRUCTURE LTD
 Second Party : G P C L BUILDERS AND DEVELOPERS PVT LTD
 Stamp Duty Paid By : G P C L BUILDERS AND DEVELOPERS PVT LTD
 Stamp Duty Amount (Rs.) : 52,86,000
 (Fifty Two Lakh Eighty Six Thousand only)



उपनिदेशक (सरोजिनीनगर)
 24/09/2021
 21/09/2021

Please write or type below this line



Statutory Alert:

1. The legitimacy of this Stamp certificate should be verified at www.shcil.gov.in or using the Stamp Mobile App of Stock Holding Corporation of India.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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21/09/2021

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सरोजनीनगर लखनऊ क्रम 2021367039759

आवेदन संख्या : 202101041038188

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2021-09-24 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम किशन बाबू गुप्ता

लेख का प्रकार विक्रय पत्र

प्रतिफल की धनराशि 105713244 / 96069000.00

1. रजिस्ट्रीकरण शुल्क 1057140

2. प्रतिलिपिकरण शुल्क 120

3. निरीक्षण या तलाश शुल्क

4. मुह्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 1057260

शुल्क बसूल करने का दिनांक 2021-09-24 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2021-09-24 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

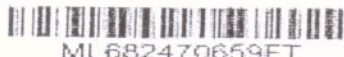
Government of India

नमोकरण क्रम / Enrollment No.: 2017/93116/19609

To
कमलेश सिंह
Kamlesh Singh
C/O Krishna Prasad Singh
1/84 Vivek Khand
Gomtinagar
Gomtinagar
Bakshi Ka Talab Lucknow
Uttar Pradesh 226010
9621120248

04/09/2014

168247065



ML682470659FT



आपका आधार क्रमांक / Your Aadhaar No. :

9595 5753 2481

आधार - आम आदमी का अधिकार



भारत सरकार

Government of India



कमलेश सिंह
Kamlesh Singh
जन्म तिथि / DOB 05/12/1967
पुरुष / Male



9595 5753 2481

आधार - आम आदमी का अधिकार

4

ACKNOWLEDGEMENT

(NOT TO BE TREATED AS CHALLAN)

(महानिरीक्षक निबन्धन विभाग)

Government of Uttar Pradesh

Transaction No.: NIB210475086	Transaction Date: 24/09/2021
Assessment Year: 2021-2022	Tax Period: ANNUAL
Name of the Bank:	State Bank of India
Unique Id:	
Depositor Name:	KISHAN BABU GUPTA
Depositor Address:	Nil

Head	Description	Serial No.	Amount (in Rs.)
003003104010000	दस्तावेजों को पंजीकृत करने का शुल्क	18	1057260.00
	Totals of the above heads	--	1057260.00

A SUM OF Rs. 1057260.00 AGAINST THE HEADS MENTIONED ABOVE --[THROUGH NET-PAYMENT TRANSACTION]-- ON *State Bank of India* HAS BEEN DEPOSITED BY THE DEPOSITOR.

(Depositor Remarks->None)

THE BANK REFERENCE NO. RECEIVED AFTER THE TRANSACTION IS : CPABCAAEI3, Scroll Date:-NA

Note:- Please contact SBI Government Business Branch, Lucknow or Director Treasury, Jawahar Bhawan, Lucknow referring CPABCAAEI3 for status of the deposit.



भारत सरकार
GOVERNMENT OF INDIA



नीरज झा
Neeraj Jha
जन्म तिथि/DOB: 04/08/1987
पुरुष/ MALE
Mobile No: 7753001200



3789 8795 4800
VID : 9137 0156 5516 8912

आधार - आम आदमी का

पिता का नाम श्री. जयचामुण्ड जी. जिला
महाराष्ट्र, तालुका, जिल्हा
महाराष्ट्र 426001

पिता का पता, गडगावठापुर्वा कोठरी,
गडगावठापुर्वा, नाशिक, महाराष्ट्र,
महाराष्ट्र 426001

3789 8795 4800
VID : 9137 0156 5516 8912

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1947 200 1947

help@uidai.gov.in www.uidai.gov.in



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KISHAN BABU GUPTA

CHHEDI LAL GUPTA

01/07/1972

AHSPG3249C

Signature



भारत सरकार
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

पता:

S/O: Chhedilal Gupta, 2/37,
hardauli ghat road, muktidham
marg kyotra, post banda, Banda,
Uttar Pradesh - 210001

आत्मज: छेदीलाल गुप्ता,
2/37, हम्दीली घाट रोड,
मुक्तिधाम मार्ग क्योटरा,
पोस्ट बाँदा, बाँदा, बाँदा,
उत्तर प्रदेश - 210001

7105 0775 2628

AMERA AADHAAR, MERI PEHACHAN

भारत सरकार
GOVERNMENT OF INDIA



किशन बाबु गुप्ता

Kishan Babu Gupta

जन्म तिथि/DOB: 01/07/1972

पुरुष / MALE

7105 0775 2628

मेरा आधार, मेरी पहचान

अज्ञात



भारत सरकार
Government of India



जितेन्द्र पाल सिंह
Jitendra Pal Singh
जन्म तिथि/ DOB: 02/02/1983
पुरुष / MALE



2621 4236 5009

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

पता:

आत्मज: जोगिन्द्र सिंह, 551का/290
थ, ओम नगर, आलमबाग, लखनऊ,
उत्तर प्रदेश - 226005

Address:

S/O: Jogindra Singh, 551kA/290
THA, Om Nagar, Alambagh,
Lucknow,
Uttar Pradesh - 226005

2621 4236 5009



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www.uidai.gov.in

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भारत सरकार

GOVERNMENT OF INDIA

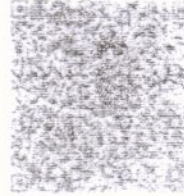


शुभम शंकर

Shubham Shankar

जन्म तिथि/ DOB: 01/02/1990

प्राथ / MALE



6938 7164 7632

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

AGU 1500

S/O: विवेक शंकर, सी-

22/605, आईआईएम रोड,

महारा मिटी होम्स, अल्लू

नगर दिगुरिया, लखनऊ,

उत्तर प्रदेश - 226020

S/O: Vivek Shankar, C-22/605,
IIM Road, Sahara City Homes,
Allu Nagar Diguria, Lucknow,
Uttar Pradesh - 226020

6938 7164 7632

MEERA AADHAAR, MERI PEHACHAN

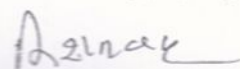
BRIEF DETAIL OF SALE DEED

1.	Type of Property	:	Commercial
2.	Mohalla	:	Sushant Golf City, Lucknow
3.	Property details	:	Undivided share of Land of T-3B (Retail / Commercial / Plaza -2) at International Business Bay - 1 situated at Sushant Golf City, Lucknow (as per layout annexed hereto as Annexure - A.
4.	Measurement unit	:	Square Meter
5.	Area of property	:	5653.07 Sq. Mtr. (undivided share of land)
6.	Situation of Road	:	Away from Amar Shaheed Path and Sultanpur Road
7.	Other description	:	Situated at 12.00 meter wide road and at corner
8.	Consideration	:	Rs. 10,57,13,244/-
9.	Market value	:	Rs. 9,60,69,000/-
10.	Stamp Duty paid at the time of agreement	:	Rs. 21,15,000/-
11.	Stamp Duty paid at the time of sale deed	:	Rs. 52,86,000/-

No. of First Party: 1 Details of Vendor

Ansal Properties & Infrastructure Ltd., (PAN-AAACA0006D)
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 Second Floor, Shopping square -2, Sector-D, Sushant Golf City, Lucknow through its authorized



signatory **Mr. Kamlesh Singh son of Mr. Ramjanm Singh and Mr. Neeraj Jha son of Mr. Ram Naresh Jha.**

No. of Second Party: 1 Details of Vendee

M/s GPCL Builders and Developers Private Limited (PAN-AAICG0469J) a company incorporated under the Companies Act, 1956, having its registered office at 538A/362, Tulsipuram, Triveni Nagar-1, Lucknow, U.P. through its authorized signatory **Mr. Kishan Babu Gupta son of Mr. Chhedil Lal Gupta.**

DEED OF SALE

This DEED OF SALE ("Deed") is made and executed at Lucknow on 24th of September, 2021

BETWEEN

Ansal Properties & Infrastructure Ltd., PAN-AAACA0006D a company incorporated under the Companies Act, 1956, having its registered office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi-110001 and and branch/local office at Second Floor, Shopping square -2, Sector-D, Sushant Golf City, Lucknow through its authorized signatory **Mr. Kamlesh Singh son of Mr. Ramjanm Singh and Mr. Neeraj Jha son of Mr. Ram Naresh Jha** (hereinafter, referred to as the "**VENDOR**", which expression shall include its executors, administrators, permitted assignees, successors, representatives, etc, unless the subject and context requires otherwise) of the **ONE PART.**

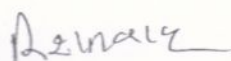
AND

M/s GPCL Builders and Developers Private Limited (PAN-AAICG0469J) a company incorporated under the Companies Act, 1956, having its registered office at 538A/362, Tulsipuram, Triveni Nagar-1, Lucknow, U.P. through its authorized signatory **Mr. Kishan Babu Gupta son of Mr. Chhedil Lal Gupta** (hereinafter, referred to as the "**VENDEE**", which expression shall include its executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

RECITALS:

WHEREVER the Vendor/Vendee 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 Vendor/Vendee shall be deemed as modified and read suitably as the context requires.

WHEREVER the term land is used to denote the property it shall be read and construed as undivided share of land.

AND WHEREAS VENDOR REPRESENTS, DECLARES AND ASSURES THE VENDEE AS UNDER:

AND WHEREAS the Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the national and state housing policy, announced a policy dated 22.11.2003 to be known as Hi-Tech Township policy to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited proposals for development of Hi-Tech Township in the state of U.P.

AND WHEREAS the High power committee constituted by the Government of Uttar Pradesh selected M/s Ansal Properties & Infrastructure Ltd., for the development of Hi-Tech Township on Sultanpur Road, Lucknow (hereinafter, referred to as township).

AND WHEREAS the Government of Uttar Pradesh has, under its State Housing Policy, announced a policy, to promote and facilitate private sector participation in developing Hi-Tech Townships with world-class infrastructure.

AND WHEREAS under the said policy the High power committee constituted by the Government of Uttar Pradesh has selected Ansal API for development of a Hi-Tech Township at Sultanpur Road in Lucknow on the land measuring 3530 acres (approx.) and a Memorandum of Understanding to that effect has been signed and executed between Ansal API and Lucknow Development Authority (LDA) constituted under the provisions of Uttar Pradesh Urban Planning Development Act, 1973.

AND WHEREAS pursuant to the said Memorandum of Understanding, Ansal API has signed and executed the Development Agreements with Lucknow Development Authority (LDA) for development of this township.



AND WHEREAS a memorandum of understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said Vendor for development of Hi-Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by the said developer which has been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS the Vendor shall be solely responsible to pay all the amount payable to LDA or any other authority on account of change of land use, development charge or any other charges.

AND WHEREAS the Developer (along with its affiliates) is the legal and beneficial owner of the land where the Hi-Tech Township is being developed by the Developer.

AND WHEREAS the detailed layout plan of the Hi-Tech Township has also been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS the land use of the proposed site of the hi-tech township conforms to the development of Hi-Tech Township as per the master plan of Lucknow-2021.

AND WHEREAS in terms of the development of Hi-Tech Township on Sultanpur Road at Lucknow in Uttar Pradesh, the developer has been authorized to transfer the units of different specifications and sizes developed by the Vendor to its transferee/s on terms and conditions of Hi-Tech City Policy. The vendor is also authorized to carryout and completes the internal and external development of various services on its own as per the standard specifications confirming to the Government policies and the relevant IS/BIS guidelines and Practices.

AND WHEREAS in the township project various land parcels/lands have been demarcated and identified for development and construction of blocks/towers.

AND WHEREAS Vendor represents to Vendee that a case has been filed by Land Mark Property Development and Company Limited against Vendor and others before Hon'ble High Court of Delhi. The Vendee is also aware of this fact.

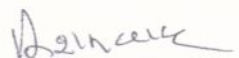
This deed is being executed by both the parties knowing all the facts of the case. The property hereby sold by this deed is not the subject matter of any stay/restrained/any decision in the case pending before Hon'ble High Court of Delhi.

AND WHEREAS the Vendee has expressed to Vendor its desire to purchase the **Undivided share of Land of T-3B (Retail/Commercial/Plaza -2) at International Business Bay – 1, admeasuring 5653.07 square meters, situated at Sushant Golf City, Sultanpur Road, Lucknow,** detailed, identified and marked in the layout plan annexed herewith as **Annexure-A ("said undivided share of Land")** along with absolute and unfettered rights to construct and develop the buildings on the said undivided share of Land for sale consideration of Rs. 10,57,13,244/- (Rupees Rupees Ten Crore Fifty Seven Lac Thirteen Thousand Two Hundred Forty Four Only).

AND WHEREAS the Vendor has represented and assured to the Vendee that 173300.40 Sq. ft / 16100.00 sq. mt. area is permissible to be built up on the said undivided share of Land for T-3B in terms of the layout approval and as per the present prevailing building bye laws.

AND WHEREAS the Vendor has represented and confirmed that the said undivided share of Land is free from all encumbrances including but not limited to charges, security, attachments, claims, liabilities, interest, mortgages, liens, agreements etc, legal orders, decrees, judgments, administrative and/or regulatory orders, etc (hereinafter, referred to as "**Encumbrances**").

AND WHEREAS the Vendor expressly assures and represents to the Vendee that the said undivided share of Land for T-3B is not subject of any acquisition/requisition by any governmental or regulatory authority. It has conducted due-diligence of the said undivided share of Land for T-3B and has satisfied itself with regard to the title and permit undivided share of Land for T-3B and nothing further is required to be done in this regard.



AND WHEREAS the Vendor agrees to hold the Vendee indemnified and harmless in case the Vendee suffers any loss or incurs any liability due to any defect in title of the said undivided share of Land for T-3B or on account of loss/defect of title of the Vendee on the said undivided share of Land for T-3B due to any defect in the title of the Vendor of the said undivided share of Land for T-3B or for any other act or omission of the Vendor. The Vendor further agrees that this indemnity shall also cover costs incurred by the Vendee in order to protect its title over the said undivided share of Land for T-3B including but not limited to attorneys/solicitor/advocate's fee etc.

AND WHEREAS, the Promoter/Owner has registered under the provisions of the Act with the Real Estate Regulatory Authority at Uttar Pradesh on 28.07.2017 under registration no. UPRERAPRM6378.

AND WHEREAS the Vendee relying on the assurances, indemnities and representations of the Vendor has agreed to buy the said undivided share of Land for T-3B from the Vendor for such 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. In lieu of the total consideration of **Rs. 10,57,13,244/- (Rupees Ten Crore Fifty Seven Lac Thirteen Thousand Two Hundred Forty Four only)** paid by the Vendee as **per payment schedule set out in this Deed**, the Vendor hereby sells, conveys and transfers absolutely and forever developed, **Undivided share of Land of T-3B (Retail / Commercial / Plaza -2) at International Business Bay – 1, admeasuring 5653.07 square meters, situated at Sushant Golf City, Sultanpur Road, Lucknow** detailed & marked in layout plan annexed herewith as **Annexure-A** along with absolute and unfettered rights to construct and develop the buildings on the said undivided share of Land for T-3B, free of all Encumbrances, to the Vendee and the Vendee accepts and confirms the same, subject to the terms and conditions set out herein.

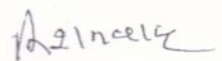


2. The Vendee shall utilize the said undivided share of Land for T-3B for construction and development of Retail / Commercial/Plaza -2 building on said undivided share of Land for T-3B as per approved/sanctioned building plans and shall not, in any circumstances whatsoever, carry out construction over the said undivided share of Land for T-3B in violation of the sanctioned plans and allocated/approved FSI. Further, the Vendee shall comply with the building plans for the towers sanctioned/approved by the authorities and setbacks, ground coverage and all other standards specified in applicable bye-laws, approvals and policies for construction and development of the towers/building on the said undivided share of Land for T-3B. No alteration or modifications of building plans shall be permitted unless permission of the relevant authorities is obtained by the Vendee for such modification.
3. The Vendee has simultaneous to the execution of this Deed taken over actual physical possession of the said property as per the area demarcated by the Vendor, to its satisfaction.
4. The Vendor assures to the Vendee that subject to the terms and conditions of this Deed and compliance of the applicable laws and policies by the Vendee, the Vendee shall be entitled to possess, occupy and use the said property.
5. The Vendor agrees that all dues, demands, charges, duties, liabilities, taxes, cess, levies including property tax etc. and any other outgoings in respect of the said undivided share of Land for T-3B, upto the date of this Deed, irrespective of the time when such demand is made, as demanded / imposed by the Lucknow Nagar Nigam Lucknow, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the Vendor to the absolute exclusion of the Vendee and/or allottees, as the case may be.
6. The Vendee agrees that all dues, demands, charges, duties, liabilities, taxes, cess, levies including property tax etc. and any other outgoings in respect of the said undivided share



of Land for T-3B, for the period starting from the date of this Deed as demanded/imposed by the Lucknow Nagar Nigam Lucknow, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the Vendee to the absolute exclusion of the Vendor.

7. Subject to reasons beyond the reasonable control of the Vendee and subject to provision of trunk infrastructure for T-3B at International Business Bay – 1 situated at Sushant Golf City, Lucknow, the Vendee, shall on a reasonable effort basis, at its own costs and expenses complete the construction of towers/building on the said undivided share of Land for T-3B within 60 months from the date of sanction & release of plans of the tower failing which the Vendee shall be liable and responsible for all consequences, whether penal or otherwise including, resulting from delay in completion of construction.
8. In the event of delay in completion of construction of the tower/block on the said undivided share of Land of T-3B by the Second Party within the period stipulated above for reasons other than the default of the First Party as set out in clause 7 of this Deed, the Second Party shall be liable to pay to the First Party compensation calculated at Rs 5.00 (Rupees Five only) per square feet of the current permitted FSI per month till the completion of construction. The Vendee understands that in order to maintain uniformity in the Project certain guidelines and specifications for construction and development of towers have been prescribed by the Vendor and the Vendee agrees to abide by the guidelines and specification, as they stand at the date of this Deed, while undertaking construction on the said undivided share of Land for T-3B.
9. The mining permissions and completion certificate in respect of construction of the tower(s) i.e T-3B on the said undivided share of Land shall be obtained by the Vendee at its own costs and expenses. Further, the Vendee shall obtain such other permissions and approvals in respect of the said undivided share of Land of T-3B and construction



of towers thereon as may be required under the applicable laws.

10. Basement of the tower shall be constructed by the Vendee in accordance with the sanctioned plans. The Vendee agrees to abide by the development plan formulated by the Vendor and as it stands on the date of this Deed and agrees to extend all co-operation and assistance as may be required by the Vendor/ other associate developers in this regard.
11. That the land area mentioned herein indicates the area assigned to this deal as part of the approved integrated lay out plan on which the building is located and it is relevant for the use of floor area ratio and other planning norms only. Accordingly the area is notional and the part of it may be used for common services and facilities of overall complex. However the Vendee has full rights on the floor area sold to it with the proportionate land appurtenant to it.
12. Since the said undivided share of Land is part of the Project and Township various service and facilities in the Project and Township will be inter-connected. The Vendee agrees and confirms that right of interconnecting services and facilities through/from the said undivided share of Land shall not be denied. The Vendor assures the Vendee that its right of ingress and egress to the said undivided share of Land shall never be impeded or interfered with and the Vendor shall never impede or interfere with the rights of the Vendee to enjoy the said undivided share of Land or any structure / area built upon the said undivided share of Land. In case any services / equipments which are required for Project are installed/erected/set-up by the Vendor/its nominee which is required for T-3B or International Business Bay – 1 situated at Sushant Golf City, Lucknow, then pro-rata costs/charges for the same shall be borne and paid by the Vendee as per the demands raised by the Vendor/its nominee. The Vendee shall at its own costs and expenses obtain connections for electricity, water and other utilities, from the nearest possible source, for the towers/blocks constructed on the said undivided share of



Land for T-3B and shall connect/join the same with the main lines/connections in the Project.

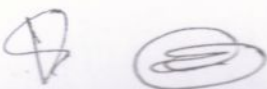
13. The Vendee shall reimburse to the Vendor/its nominee all costs and expenses as may be borne and paid by the Vendor in installation of various common services and giving connection to the Vendee up to the said undivided share of Land T-3B/building, provided that such connection is provided from the nearest source of the common services and charges for the same are equivalent to the charges levied on other users of such services.
14. The Vendee shall adhere to the relevant policies, codes and guidelines relating to disaster management in the development and construction of the building on the said undivided share of Land. Further, the Vendee shall submit to the Vendor various certificates/documents as may be required by the Vendor in respect of construction and development of the building on the said undivided share of Land including and not limited to certificate regarding earthquake resistance, certificate of structure design sufficiency, certificate for completion of electrical works etc.
15. The Vendee shall not do or suffer anything to be done in or on the said undivided share of Land for T-3B which may tend to cause damage to any other structures in the land parcels adjacent to the said undivided share of Land for T-3B or hampers/obstructs other construction activities being carried out in the Project Township. 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.
16. The Vendor, its authorized officers, employees and representatives shall be entitled to access the said undivided share of Land/structures thereon at all hours of the day and on all days (including Sunday's/public Holidays) for inspection of the construction provided a day's notice is given to the Vendee in this regard.
17. The Vendee shall market and advertise the towers and units therein reflecting that same is situated in the Project.



Remark

All the marketing and advertising material shall include name/logo/brand of "Sushant Golf City" for the Project and the Second Party may use the same after getting the same approved from the First Party/its team.

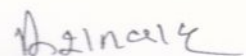
18. The Vendee shall be entitled to book, allot and sell units in the towers constructed and receive/collect consideration in lieu thereof. However, the format of documents to be executed between the Vendee and the buyers/allottees shall be provided by the Vendee to the Vendor if required by the Vendor.
19. The Project comprised of various common areas, community areas and common facilities and the Vendor either itself or through its agencies shall be entitled to maintain and manage the same. The Vendee or its prospective allottee(s) shall execute and enter into a separate maintenance agreement with the Vendor/maintenance agency in the format prescribed by the Vendor/maintenance agency and shall also pay interest free security deposit, maintenance charges, replacement fund and all other related charges/fess to the Vendor/maintenance agency as determined by the Vendor or its appointed maintenance agency from time to time depending upon the maintenance cost.
20. The said undivided share of Land for T-3B hereby sold to the Vendee is part of the Project and thus all the rules and regulations framed by the Vendor/its nominee agencies for the Project regarding building layout, use and maintenance of common areas, community areas, construction and development, colour scheme of the towers/complex etc. shall be strictly followed by the Vendee without any objections as long as the right of the Vendee hereby created are not adversely affected. The Vendee shall



Amal

ensure that all the occupants and allottees of the building follow the rules and regulations framed by the Vendor/maintenance agency for use of the premises, maintenance of the services etc. and shall include such provisions in all the instruments to be executed with the allottees and occupants of the premises in building. In the event the Vendee / any of its occupants/allottees acts in breach or contravention of the same and fails to rectify the breach within the notice that may be issued by the Vendor/its nominee agency then in such an event the Vendor / its nominated agency shall have the right and power to take / initiate appropriate actions against the Vendee / such allottee / occupants at cost and risk of the Vendee/such allottee/occupants.

21. The Vendee shall abide by provisions of the law, rules, policies and regulations in force and applicable to the said undivided share of Land for T-3B/ Project 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 undivided share of Land/Project including and not limited to environmental clearance, development agreement, license etc.
22. The Vendor represents and assures to the Vendee that the said undivided share of Land for T-3B is free from all Encumbrances.
23. The Vendor hereby unconditionally agrees to keep the Vendee indemnified and harmless in case the Vendee suffers any loss or incurs any liability due to any defect in title of the said undivided share of Land for T-3B or on account of loss/defect of title of the Vendee on the said



undivided share of Land for T-3B due to any defect in the title of the Vendor of the said undivided share of Land for T-3B or for any other act or omission of the Vendor. The Vendor further agrees that this indemnity shall also cover costs incurred by the Vendee in order to protect its title over the said undivided share of Land for T-3B including but not limited to attorneys'/solicitor/ advocate's fee etc.

24. The Vendee shall indemnify the Vendor from and against any actions, suits, claims (including third party claims) suffered/incurred by the Vendor and/or costs, damages, losses, penalties etc. suffered or borne by the Vendor on account of any of the following:

24.1. Acts or omissions of employees, agents, representatives of the Vendee; and/or

24.2. delay in completion of construction; and/or

24.3. use of the said undivided share of Land for T-3B /tower in contravention of the permissible use; and/or

24.4. defective construction or use of material of inferior quality; and/or

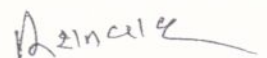
24.5. breach of applicable laws and policies; and/or

24.6. breach of rules and regulations prescribed by the Vendor/its agencies; and/or

24.7. violation of terms of permissions, approvals and sanctions issued by the competent authorities; and/or

24.8. non-payment of applicable charges, taxes, levies etc; and/or



- 24.9. disputes with any prospective allottees or its employees or any third party.
25. The Vendor hereby indemnifies the Vendee and its allottee(s), nominee(s) against all losses, claims, suits, expenses, liabilities etc (including third party claims) if suffered or incurred by the Vendee due to (ii) breach of covenants, representation or warranties by the Vendor as set out in this Deed (iii) failure by the Vendor to perform its obligations set out in this Deed (iv) breach by the Vendor of any law / approval, as may be applicable (v) any dispute between any third party and the Vendor limited to the title of said undivided share of land for T-3B.
26. The Vendee hereby represents to the Vendor that it shall follow all the rules and laws as may be set out by the RERA (Real Estate Regulatory Authority) and indemnifies the Vendor for the same.
27. The area of the said undivided share of Land for T-3B 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 undivided share of Land for T-3B may be used for installation or provisioning of common services and facilities of the overall Project and the Vendee shall extend all co-operation and assistance as may be required by the Vendor in this regard.
28. The Vendor has handed over copies of all title related documents to the Vendee to its satisfaction.
29. That the vendee shall be entitled to utilize the FSI area of 173300.40 Sq. ft / 16100.00 sq. mt. only for construction of commercial/retail/Plaza-1 space over the said undivided share of land for T-3B In case the Vendee is unable to utilize



Signature

the aforesaid FSI Area due to any restriction/condition/other action imposed / taken by the relevant governmental, judicial, administrative authorities or any action or inaction of the Vendor, then in such a scenario, Vendor shall be liable to refund an amount to the Vendee which is equivalent to the value of FSI which the Vendee is not able to utilize calculated at the rate of FSI at which it is being conveyed in this Deed along with proportionate undivided share of land for T-3B provided the Vendee shall submit the building plans following all the norms, bye laws & rules of the controlling authority. The Vendor agrees and undertakes to refund the said money to the Vendee within a period of 3 months from date of demand by the Vendee. If in case the FSI area increase as per the norms, then the Vendee shall pay the additional cost of increased FSI area on the rates as may be mutually agreed to the Vendor within 3 months from the date of intimation/demand from Vendor.

30. The Vendor assures the Vendee that the Vendee shall be entitled to purchase additional permissible FAR from Vendor commensurate to the said undivided share of the Land for T-3B which shall be over and above the already permissible FAR of 173300.40 Sq. ft / 16100.00 sq. mt. in respect of the said undivided share of Land for T-3B and the Vendor shall have no objection over the same and further the Vendor shall not impede or interfere with the right of the Vendee to utilize the permissible FAR and the additional purchasable FAR.
31. That the vendee shall have to inform the vendor in writing and clear all the dues (if any) before transfer of the said property, its rights either in full or in part. In such case the vendor shall inform about all dues to the vendee within 8 working days of receiving such letter. In absence of dues intimation notice to the vendee by the vendor, the vendee can transfer the property to any third party and dues shall be paid later on by the transferee/transferor. That the vendee shall not utilize the FSI area in excess to 173300.40

Sq. ft / 16100.00 sq. mt. for construction purpose without prior permission from the Vendor.

32. All costs, charges and expenses towards this Deed including the stamp duty, registration fees and other incidental charges have been borne and paid by the Vendee.
33. 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.
34. It is hereby clarified that in addition to this Deed the Vendee shall be bound by all the terms and conditions of the documents which have been executed or may be executed between the parties and have not been specifically incorporated herein. Further, the terms of this Deed are in addition to the terms and conditions agreed between the parties under the term sheet executed between them. The Vendee shall construct the building on the said undivided share of Land for T-3B by utilizing the current permissible FSI as approved by the competent authority.
35. All notices and other communications under this Deed* shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the addresses of the addressee mentioned hereinabove. Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day of the putting the notice/communication in the course of transmission if sent via certified or registered mail.
36. The parties agree that the Original Sale Deed shall be kept with the Vendee and the Vendor shall be entitled to keep a copy of the executed and registered Sale Deed.
37. The maintenance and management of common areas and amenities in the said undivided share of Land for T-3B/ project shall be the responsibility of the Vendee, The maintenance and management of other areas and amenities in the township (except that of the said property) shall be

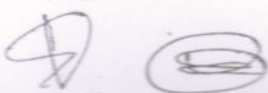
 

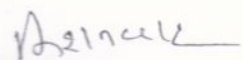
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carried out by the Vendor/its nominees. The Vendee shall execute and/or cause the allottees of units in T-3B, as the case may be, to execute a separate maintenance agreement with the Vendor/nominated agency, if required by the Vendor/nominee agency which be called as "Township Maintenance Agreement". Project/Township maintenance charges will also be paid by the Vendee or occupants/owners of the units to the Vendor or any agency/company nominated by the Vendor at the rates and the manner decided by the Vendor or its nominated agency.

38. The Vendee will be liable to pay the maintenance charge to the nominated agency @ Rs 0.25 per sq. ft per every quarter (of every year) in advance for the Land area from the date of possession of the allocated site for construction of Retail / Commercial / Plaza -2. A separate agreement shall have to be signed with the maintenance agency or any other agency as may be appointed by the Vendor for the specific purpose.

39. That the property is situated in the Sushant Golf City and is away from Sultanpur Road and Amar Shaheed Path and nothing is constructed on said property. The said property is situated on 12.00 mtr. wide road for which the Circle Rate fixed as Rs. 20,500/- per sq.mtr. and the said property exist at corner hence after enhancement of 10% in circle rate value comes to Rs. 22,550/- per sq. mtr.. The undivided share of land area of the said property (i.e. T-3B) is 5653.07 sq.mtr. Market value of the land area 1000 sq.mtr. at the rate of Rs. 22,550/- per sq. mtr. comes to Rs. 2,25,50,000/-. Market value of remaining area 4653.07 sq.mtr. calculated @ 15,800/- per sq. mtr. which comes to Rs. 7,35,18,506/-. Hence the total Market value of the property comes to Rs. 9,60,69,000/-. Since the sale consideration of Rs. 10,57,13,244/- is higher than the market value, therefore total stamp duty of Rs. 74,00,000/- has been paid on sale consideration by the vendee through E-stamp accordingly. The vendee has already paid stamp duty of Rs. 21,15,000/- through agreement to sale dated 22.12.2020 which is duly registered in the office of Sub-Registrar Sarojini Nagar, Lcknow at Bahi No. 1, Zild No. 5595, Pages 23 to 54, at





Serial No. 29286 and remaining stamp duty of Rs. 52,86,000/- is being paid through sale deed.

40. This Sale Deed shall be governed by the laws of Republic of India and the courts at Lucknow shall have exclusive jurisdiction to adjudicate upon all matters/issues arising out of/related to this Sale Deed or transactions set out in the Sale Deed.

SCHEDULE OF PROPERTY

Undivided share of Land of T-3B (Retail/ Commercial/Plaza-2) at International Business Bay-1, admeasuring 5653.07 square meters, situated at Sushant Golf City, Sultanpur Road, Lucknow and bounded as under:

- (i) From North-East : 12.00 Mtr. Wide Road
- (ii) From South-West : T-3C (Plaza-3)
- (iii) From South-East : 12.00 Mtr. Wide Road
- (iv) From North-West : T-3A (Plaza-1)

PAYMENT SCHEDULE

Vendor has received total sale consideration of Rs. 10,57,13,244/- (Rupees Rupees Ten Crore Fifty Seven Lac Thirteen Thousand Two Hundred Forty Four Only) from the vendee and acknowledge its receipt. Vendee has deposited **1% property** tax amounting to **Rs. 10,57,140/- (Rupees Ten Lac Fifty Seven Thousand One Hundred Forty Only)** through Challan Serial No. 62898, BSR Code 0261632, dated 24.09.2021 and provided required copy of challan to the vendor.



IN WITNESS WHEREOF, each of the parties hereto has caused this deed to be executed by it's duly authorised representatives as of the date first written above, in presence of the following witnesses.

WITNESSES:

1.



JITENDRA PAL SINGH
S/O S. Joginder Singh.
S811/9/290-Pha
am Nagar Alambasti.
Weer
9936415100
J Singh

Vendor



2. SHUBHAM SHANKAR
S/O VIVEK SHANKAR
C-22/605, SAHARA CITY
HOMES, IIM ROAD, ALLU
NAGAR, DIGURJA, Lucknow
9997293139
Sh

Vendee

Shankar



Typed by :

(Ram Sanahi)

Drafted by :

(Vishwanath Yadav)

Advocate

Mob-9198276777

28/12/2020

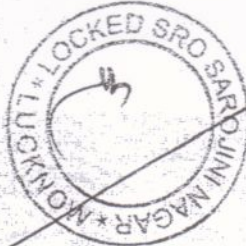


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP18129993290575S
Certificate Issued Date : 22-Dec-2020 05:42 PM
Account Reference : SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference : SUBIN-UPUPSHCIL0129610316175627S
Purchased by : G P C L BUILDERS AND DEVELOPERS PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : UNDIVIDED SHARE OF LAND OF TOWER T-3B IN J B-B-1
SITUATED AT SUSHANT GOLF CITY, SULTANPUR ROAD, LKO
Consideration Price (Rs.) :
First Party : ANSAL PROPERTIES AND INFRASTRUCTURE LTD
Second Party : G P C L BUILDERS AND DEVELOPERS PVT LTD
Stamp Duty Paid By : G P C L BUILDERS AND DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.) : 21,15,000
(Twenty One Lakh Fifteen Thousand only)



इकरार नामा
प्रमाणित किया जाता है इकरार नामा
है साथ अदा किया गया है
रटागा आज प्रस्तुत किया गया है
में समाधानित किया गया।

जय प्रकाश (सहजो नगर)
लखनऊ

Please write or type below this line



Author's Signature



Properties & Infrastructure Ltd.

Author's Signature



G.P.C.L. Builders & Developers Pvt. Ltd.

Director

RS 0003565570

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.shcilstamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India.
- The trust checking the legitimacy is on the users of the certificate.



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



पता:
संबोधित: कृष्ण प्रसाद सिंह, 1/84,
विवेक खंड, गोमतीनगर, लखनऊ,
गोमतीनगर, उत्तर प्रदेश 226010

Address:
C/O: Krishna Prasad Singh, 1/84,
Vivek Khand, Gomtinagar,
Lucknow, Gomtinagar, Uttar
Pradesh, 226010

9595 5753 2481

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1947 200 1947

help@uidai.gov.in

www.uidai.gov.in



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No.: 2017/93116/19609

To
कमलेश सिंह
Kamlesh Singh
C/O: Krishna Prasad Singh
1/84 Vivek Khand
Gomtinagar
Gomtinagar
Bakshi Ka Talab Lucknow
Uttar Pradesh 226010
9621120248

04/09/2014
168247065



ML682470659FT



आपका आधार क्रमांक / Your Aadhaar No.

9595 5753 2481

आधार - आम आदमी का अधिकार



कमलेश सिंह
Kamlesh Singh
जन्म तिथि / DOB : 05/12/1967
पुरुष / Male

9595 5753 2481

आधार - आम आदमी का अधिकार





भारत सरकार



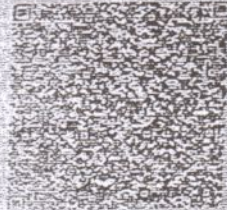
नीरज झा

Neeraj Jha

जन्म तिथि/DOB: 04/08/1987

पुरुष/ MALE

Mobile No: 7753001200



3789 8795 4800

VID : 9137 0156 5516 0007

- आम आदमी



सामाजिक न्याय विभाग, लखनऊ

सामाजिक न्याय विभाग, लखनऊ

पता:

S/O: राम नरेश झा, जगन्नाथपुरी बस्तानी, जिला लखनऊ, उत्तर प्रदेश

राधा कृष्ण मंदिर, लखनऊ, लखनऊ,

उत्तर प्रदेश - 226001

Address :

S/O: Ram Narresh Jha, JAGANNATHPURI BASTANI,

JAYAMAJI, NEAR RADHA KRISHNA MANDIR,

Lucknow, Lucknow,

Uttar Pradesh, -226001

3789 8795 4800

VID : 9137 0156 5516 0007



1800 300 3047



help@bharat.gov.in



www.bharat.gov.in



किशन बाबू गुप्ता

Kishan Babu Gupta

जन्म तिथि/ DOB: 01/07/1972

पुरुष / MALE



7105 0775 2628

मेरा आधार, मेरी पहचान

Azinaly

पता:

आत्मज. छेदीलाल गुप्ता,
2/37, हरदौली घाट रोड,
मुक्तिधाम मार्ग क्योटरा,
पोस्ट बांदा, बांदा, बांदा,
उत्तर प्रदेश - 210001

Address:

S/O: Chhedilal Gupta, 2/37,
hardauli ghat road, muktidham
marg kyotra, post banda, Banda,
Banda,
Uttar Pradesh - 210001

7105 0775 2628

MERA AADHAAR, MERI PEHACHAN

Shinair

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड

Permanent Account Number Card

AAICG0469J

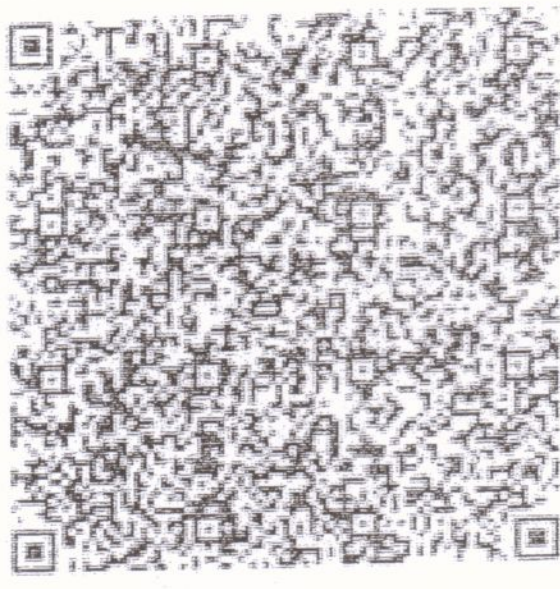
नाम / Name

G. P. C. L. BUILDERS & DEVELOPERS PRIVATE
LIMITED

निगमन/गठन की तारीख

Date of Incorporation/Formation

24/10/2019



14122019

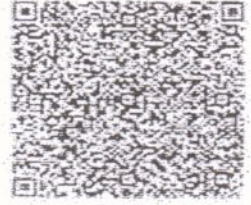
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भारत सरकार
Government of India



जितेन्द्र पाल सिंह
Jitendra Pal Singh
जन्म तिथि/ DOB: 02/02/1983
पुरुष / MALE



2621 4236 5009

मेरा आधार, मेरी पहचान



भारतीय जिनैटिक पहचान प्राधिकरण

Unique Identification Authority of India

पता:

आत्मज: जोगिन्द्र सिंह, 551का/290
थ, ओम नगर, आलमबाग, लखनऊ,
उत्तर प्रदेश - 226005

Address:

S/O: Jogindra Singh, 551KA/290
THA, Om Nagar, Alambagh,
Lucknow,
Uttar Pradesh - 226005

2621 4236 5009



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help@uidai.gov.in



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Stacy



भारत सरकार

Government of India



रामकिशुन

Ramkishun

जन्म तिथि / DOB : 10/04/1992

पुरुष / Male



6393 1129 1795

मेरा आधार, मेरी पहचान

सि०
रामकिशुन



भारत सरकार
Unique Identification Authority of India

पता:
आत्मज: दयाराम सोनी, खुरहंड, पोस्ट
खुरहंड, खुरहंड, बांदा, खुरहंड, उत्तर
प्रदेश, 210120

Address:
S/O: Dayaram Soni, khurhand
post khurhand, Khurhand, Bar
Khurhand, Uttar Pradesh, 210

6393 1129 1795



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help@uidai.gov.in

www

www.uidai.gov

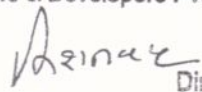
BRIEF DETAIL OF AGREEMENT

1. Type of Property : Commercial
2. Mohalla : Sushant Golf City-Lucknow
3. Property details : Undivided share of Land of Tower T-3B
In I.B.B.-1, Sushant Golf City, Sultanpur
Road, Lucknow.
4. Measurement unit : Square Meter
5. Group Housing Plot Area : 5653.07 square meter
6. Situation of Road : Not situated at any segment road
7. Other description : Situated at 12 meter wide road and at
corner.
8. Consideration : Rs. 10,57,13,244/-
9. Advance : Rs. 2,85,00,000/-
10. Stamp Duty : Rs. 21,15,000/-
11. No. of First Party : 1 (one)
12. No. of Second Party : 1 (one)

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

G.P.C.L. Builders & Developers Pvt. Ltd.


Director

AGREEMENT TO SELL WITHOUT POSSESSION

THIS Agreement to Sell ('**Agreement**') is executed on this 22nd day of December, 2020 at Lucknow.

BY AND BETWEEN

Ansal Properties and Infrastructure Limited a company registered under the Companies Act, 1956 having its Registered office at 115, Ansal Bhawan, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatories **Mr. Kamlesh Singh son of Sri Ram Janm Singh and Mr. Neeraj Jha son of Sri Ram Naresh Jha** duly authorised vide Board Resolution dated 27.05.2019 (hereinafter referred to as '**APIL**' or '**First Party**' which expression unless repugnant to the context shall mean and include its successors-in-interest, executors and permitted assigns) of the First Part;

AND

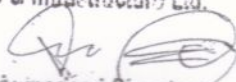
M/s GPCL Builders and Developers Pvt. Ltd., a company registered under the Companies Act, 1956 having its office at 538A/362, Tulsipuram, Triveni Nagar-1, Lucknow acting through its Director/authorized signatory **Mr. Kishan Babu Gupta son of Mr. Chhedi Lal Gupta** (hereinafter referred to as '**SECOND PARTY**', which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the Other Part.

'**APIL**' and '**SECOND PARTY**' are hereinafter individually referred to as such or as 'Party' and collectively referred to as 'Parties'.

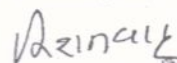
Recitals:

- 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

Ansal Properties & Infrastructure Ltd.


Authorized Signatory

G.P.C.L. Builders & Developers Pvt. Ltd.


Director

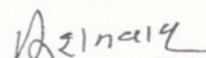
22.11.2003 more commonly known as Hi-Tech Township Policy, which was promulgated by the Government of Uttar Pradesh for the promotion and facilitation of private sector participation in the development of Hi-Tech Townships in the state of Uttar Pradesh with world class infrastructure and pursuant to 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-power committee constituted by the Government of Uttar Pradesh selected APIL for development of a Hi-Tech Township at Sultanpur Road, Lucknow on the land admeasuring 3530 acres (approx.) ('**Township**') and a Memorandum of Understanding ('**MOU for Development of Hi-Tech Township**') was executed between APIL and Lucknow Development Authority.
- 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** MOU for Development of Hi-Tech Township authorizes the APIL 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.

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G.P.C.L. Builders & Developers Pvt. Ltd.

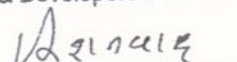

Director

- G. **WHEREAS** under the terms and conditions of MOU for Development of Hi-Tech Township, the APIL 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 APIL to its transferee(s)/purchasers on the terms and conditions of Hi-Tech Township Policy.
- H. **WHEREAS** APIL has rights, title and interest in the undivided share for an area of Freehold Undivided share of land admeasuring 5653.07 Sq. Mt. of Tower-T3B, at International Business Bay-1, Sushant Golf City, Sultanpur Road, Lucknow ('**said Plot**') and has unfettered right to transfer, sell, gift, lease, mortgage or deal otherwise portion of the said Plot admeasuring 5653.07 square meter ('**said Land**').
- I. **WHEREAS** the said Land is permitted to be used for commercial purposes and may be utilized to develop Retail/Commercial/Office.
- J. **WHEREAS** pursuant to the mutual covenants, SECOND PARTY expressed its intent to acquire/purchase said Plot and APIL, has agreed to sell and transfer all his rights, interest and title of said Land, in the manner as provided herein, in favour of SECOND PARTY for the agreed sale consideration of **Rs. 10,57,13,244/- (Rupees Ten Crore Fifty Seven Lac Thirteen Thousand Two Hundred Forty Four Only)** ('**Total Sale Consideration**'), payable in the manner, as provided herein in this Agreement.
- K. **WHEREAS** the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws are now willing to execute this Agreement on the terms and conditions appearing hereinafter.

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G.P.C.L. Builders & Developers Pvt. Ltd.


Director

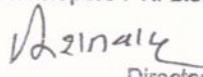
**NOW, THEREFORE, THIS AGREEMENT TO SELL
WITNESSETH AS UNDER:**

1. That in pursuance of this Agreement and for total sale consideration of **Rs. 10,57,13,244/- (Rupees Ten Crore Fifty Seven Lac Thirteen Thousand Two Hundred Forty Four Only)** including all other charges, the First Party has agreed to sell and transfer all its rights, interest and title of said Land, in the manner as provided herein, in favour of SECOND PARTY.
2. That SECOND PARTY has paid **Rs. 2,85,00,000/- (Rupees Two Crore Eighty Five Lac Only)** till the date of execution of this Agreement, being part of Total Sale Consideration.
3. The SECOND PARTY has agreed to pay the balance sum of **Rs. 7,72,13,244/- (Rupees (Rupees Seven Crore Seventy Two Lac Thirteen Thousand Two Hundred Forty Four Only) ('Balance Consideration')** in Nine equal monthly installment from the date of execution of this agreement.
4. The first party has already got the layout International Business Bay-1, approved from competent authority. The approval of building plan of Tower T3-B, is responsibility of second party only.
5. The Basement & Stilt if in the approved plan of blocks/tower purchased is to be constructed by Second Party and owned/retained by them. This is not part of FSI and the parking area in the basement and stilt floor shall be sold by the second party itself.
6. The Second Party shall be liable to bear all the fee/cost and expenses for any and all the purchasable FAR of T-3B in International Business Bay-1, from the controlling authority, if any. The Second Party shall be free from any such liability.

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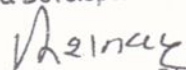

Director

7. The power connection from the sub-station located within the project to the blocks will be taken by the second party on its own cost and developer shall facilitate. The expenses incurred in conductors, transformers, meters, and all the connected equipments shall be borne by the second party itself.
8. That FSI area of 173300.40 Sq. Ft. (16100.00 Square Mtr.) is available for construction and development of commercial project on the said Land. The Parties agree that in the event there is an increase or decrease in the available FSI area, the Total Sale Consideration may be modified on mutually agreed terms.
9. That the First Party shall provide the said Land to SECOND PARTY free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances etc. on the date of execution the Sale Deed of the said Land.
10. SECOND PARTY shall not without the consent of the First Party do or suffer anything to be done in or on the said Land which may tend to cause damage to any other structures adjacent to the said Plot or hampers/obstructs other construction activities being carried out in the Hi-Tech Township, Lucknow. Further, SECOND PARTY shall not keep any material in the common areas and shall ensure disposal of all malba/construction material as per instructions/guidelines of the First Party after the completion of the commercial project at its own cost and expenses.
11. The First Party agrees that all dues, demands, charges, duties, liabilities, taxes, cess, including property tax etc. and any other outgoings in respect of the said Land up to the date of registration of sale deed of the said Land, irrespective of the time when such demand is made, as demanded / imposed

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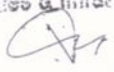
G.P.C.L. Builders & Developers Pvt. Ltd.


Director

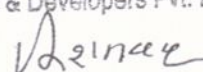
by the Lucknow Nagar Nigam, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the First Party to the absolute exclusion of SECOND PARTY and/or allottees, as the case may be.

12. SECOND PARTY agrees that all dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. and any other outgoings in respect of the said Plot for the period starting from the date of registration of sale deed as demanded/imposed by the Lucknow Nagar Nigam, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by SECOND PARTY to the absolute exclusion of the First Party. Further, SECOND PARTY also agrees that it shall keep First Party indemnified against any exclusions and/or non-payment of aforesaid dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. and any other outgoings in respect of the said Plot.
13. That if the First party does not execute the sale deed despite payment of Total Sales Consideration and subject to the fulfillment of all the terms and conditions mentioned herein, in favour of SECOND PARTY, then SECOND PARTY may get the Sale Deed executed through court of law at the cost and expenses of the First Party provided SECOND PARTY has fulfilled all its obligations as mentioned herein this Agreement.
14. SECOND PARTY shall strictly follow the norms of Ground Coverage & FAR and elevations as defined in the revised / proposed plans to be approved by LDA failing which all liabilities whether civil or criminal shall be solely borne by SECOND PARTY. SECOND PARTY shall also indemnify, the First Party, from all the damages & losses, of any nature, that are inflicted upon the first party on account of above-mentioned deviation(s).

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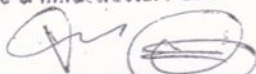

Director

15. That the Parties confirm and declare that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9) of The Prohibition of Benami Property Transactions Act, 1988 and that the transaction is well within the purview of the permitted transactions defined thereunder and if found otherwise in future then the defaulting party shall indemnify to other for all such losses caused due to such misrepresentation.
16. The maintenance and management of common areas and amenities in the said Plot shall be the responsibility of SECOND PARTY. SECOND PARTY shall execute and/or cause the Allottees of units, as the case may be, to execute a separate maintenance agreement with the First Party/nominated agency, if required by the First Party /nominee agency which be called as "Township Maintenance Agreement" subject to such terms as may be mutually agreed between the parties at the relevant time.
17. Maintenance charges as per Hi-Tech Township policy admissible to all other allottees will also be paid by the second party / occupant / owner of the apartments to the First Party or any Agency / Company nominated by the First Party at the rate decided by the First Party or its nominated Agency / Company from the date of possession of the flats constructed. The Second Party shall incorporate a clause of maintenance in its agreements with its allottees / buyers etc. stating that the such allottee / buyer of the unit unconditionally agrees and undertakes to pay necessary maintenance charges from the date when possession is offered to him / her / them, as determined by the First Party or its nominees towards maintenance of water supply, electricity, parks, open spaces, roads, cleaning and sweeping, street lights, sewer, storm drain etc. and for maintenance various value added services until the services are handed over to the respective

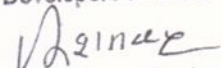
government agency(ies) / local body. The allottee / buyer of the unit shall deposit with the First Party a sum as decided by the First Party by way of interest free security to ensure timely payment of maintenance charges. The amount will be payable by the allottee / buyer of the unit and will be paid at the time when possession is offered or sale deed is executed, whichever is earlier. However, the maintenance charges shall become payable from the date of offer of possession.

18. The Second Party will be liable to pay the maintenance charge to the nominated agency @ Rs 0.25 per sq. ft per quarter, payable in advance, for the FSI area from the date of possession of the allocated site for construction of building block for which the excavation is started till the possession of the proposed units /flats is offered to its allottees or buyers. A separate agreement will have to be signed with the maintenance agency or any other agency as may be appointed by the First party for the specific purpose.
19. The Second Party shall endeavour to complete the construction of the said project as per the time limit given by the controlling authority i.e. LDA and also depending upon the peaceful and vacant physical possession of the land for construction of the building blocks.
20. Second Party 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 from time to time.
21. External Development/ electrification/ landscaping to integrate the building / blocks / towers with the total development of T-3B shall be within the scope of the First Party; but other charges as may be payable under the Hi-Tech Township to the Govt. shall be paid by the Second Party or his assignee or allottee as the case may be..

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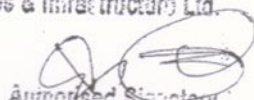

Authorised Signatory

G.P.C.L. Builders & Developers Pvt. Ltd.

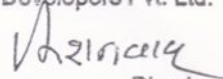

Director

22. The fire and all other clearance/NOC i.e. pollution, environmental etc. for the proposed project for the purpose of completion certificate shall be obtained by SECOND PARTY solely at its own cost and expenses. SECOND PARTY shall on its own cost obtain and procure and keep renewed such permissions and approvals as are required and specified by the applicable laws, for the time being in force.
23. SECOND PARTY shall abide by provisions of the law, rules, policies and regulations in force and applicable to the said Land and as applicable to Hi-Tech Township, Lucknow at any time including any amendments and modifications thereof. Further, SECOND PARTY shall also comply with the terms and conditions of various policies, licenses, approvals and sanctions granted/issued by the competent authorities in respect of the said Land and of Hi-Tech Township including and not limited to environmental clearance, development agreement, license etc.
24. SECOND PARTY understands that in order to maintain uniformity in the Township Project certain guidelines and specifications for construction and development of towers have been prescribed by the First Party and SECOND PARTY agrees to abide by them while undertaking construction on the said Plot.
25. SECOND PARTY shall be liable and responsible for adherence and compliance of all applicable norms and law with respect to said Plot and of Hi-Tech Township, Lucknow and shall keep harmless and indemnified the First Party from the liabilities, as may arise, from violation(s) or non-compliance(s) as well any claim by allottees/buyers or any penalties by Government Authorities in relation to the said Land by SECOND PARTY. It is agreed by Parties and confirmed by SECOND PARTY that pursuant to this Agreement, any claim, dispute or consequences arising out of further assignment/ allotment/

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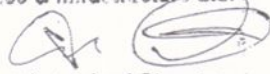
G.P.C.L. Builders & Developers Pvt. Ltd.


Director

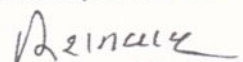
sale of said land or constructed unit by SECOND PARTY on the said Plot shall be exclusive liability of SECOND PARTY without affecting the First Party in any manner, whatsoever.

26. That SECOND PARTY shall be solely responsible to discharge, pay and deal with all employees/labourers such as workmen, officials, or otherwise who are engaged or working with SECOND PARTY directly or indirectly or through any agency, at the site or otherwise being the employees / officials of SECOND PARTY exclusively. All wages or other dues (statutory or contractual) due to them shall be payable exclusively by SECOND PARTY. The SECOND PARTY shall be solely responsible to comply with all labour laws and other applicable laws. SECOND PARTY undertakes to indemnify the First Party against any legal or monetary implications arising thereon from against First Party.
27. SECOND PARTY shall indemnify, defend and keep the First Party harmless against any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually (or as may be) suffered or incurred by the First Party howsoever, arising out of a breach by SECOND PARTY of any of its obligations qua the subject property under applicable laws including the RERA and the subsequent state rules.
28. SECOND PARTY 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.
29. 'Ansal API' 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 a point(s) of the boundary of the land. Internal

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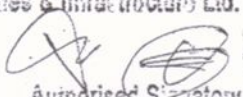
G.P.C.L. Builders & Developers Pvt. Ltd.


Director

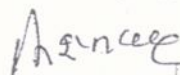
development of the blocks / towers as per the specification of the Hi-Tech Township policy for the allotted area will be carried out by SECOND PARTY at its own cost and expenses as per proposed plan to be approved by LDA.

30. The power connection from the nearest working sub-station located near the said Land will be taken by SECOND PARTY on its own cost and the First Party shall facilitate the same. The expenses incurred in conductors, transformers, meters, and all the connected equipment shall be borne by SECOND PARTY solely.
31. That the parties covenant to do all such acts and things which may be required to be done in respect of this agreement. All costs, charges and expenses including the stamp duty, registration fees and other incidental charges towards this Agreement and all other deed/ documents in relation thereto including sale deed shall be paid by SECOND PARTY only.
32. All notices and other communications under this Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the addresses of the addressee mentioned hereinabove.
33. In the event of any dispute of difference arising between the parties in any manner relating to, or concerning, or arising out under subject matter of this Agreement, the matter shall be referred before mutually appointed Sole Arbitrator for arbitration in terms of Arbitration & Conciliation Act, 1996 and its amendments from time to time whose decision shall be final and binding upon parties. The arbitration proceeding shall be conducted in accordance with the Arbitration & Conciliation Act, 1996. The arbitration proceeding shall be held at Lucknow only. This clause shall survive even if this Agreement becomes inoperative or void on account of breach

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G.P.C.L. Builders & Developers Pvt. Ltd.


Director

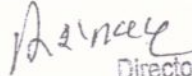
of any Terms & Conditions mentioned herein by either of the Parties or any other person.

34. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject-matter of this Agreement and merges all prior discussions between them and neither of the Parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided in this Agreement as duly set forth or subsequent to the date in writing and signed by a proper and duly authorized representative of the Party to be bound thereby.
35. Any failure by either Party to carry out any of its obligations shall not be deemed to be a breach of this agreement, if such failure is caused by a force majeure event. For the purposes of this agreement, the force majeure event shall include, inter alia, computer network failure, strikes, lockouts, boycotts, embargoes, governmental restrictions, delays from the side of government authorities/bodies, wars, war-like actions, civil commotion, riots, uprising, revolutions, epidemics, fires, floods, storms, earthquakes, other natural occurrence or any other event beyond the control of such Party. The performance of the Parties' obligations shall be suspended for as long as the force majeure event continues to exist.
36. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party.
37. Neither of the Parties hereto shall be entitled to assign this Agreement, or any of their rights, powers, obligations and/or

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

Shri. L. K. Singhania Pvt. Ltd.


Director

duties hereunder without the prior written consent of the other Party.

38. No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by both Parties.
39. That this Agreement shall be executed in counterparts, each of which shall be deemed to be an original. That further, this Agreement and its terms therein are not subject to any kind of change, modification, amendment, or addition/ deletion etc., without the express written consent of the Parties.
40. That Since the possession of the said property is not being handed over with this agreement to sale, therefore the stamp duty @ of 2% amounting Rs. 21,15,000/- is being paid on consideration amount.
41. This Agreement shall be governed by the laws as applicable in state of Uttar Pradesh and the courts at Lucknow shall have exclusive jurisdiction to adjudicate upon all matters/issues arising out of/related to this agreement or transactions set out in this agreement.

SCHEDULE OF PROPERTY

Undivided share of Land of Tower No- T-3B In International Business Bay-1, situated at Sushant Golf City, Sultanpur Road, Lucknow, admeasuring 5653.07 Sq. Mt. which is bounded as under:

- Boundaries

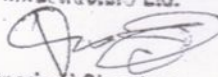
North East : 12.00 mtr. wide road

North West : T-3A (Plaza-1)

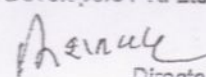
South East : 12.00 mtr. wide road

South West : T-3C (Plaza-3)

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

G.P.C.L. Builders & Developers Pvt. Ltd.


Director

IN WITNESSES WHEREOF, the First Party and SECOND PARTY have signed this Agreement on the place and on the day, month and year first above written in the presence of the following witnesses.

WITNESSES:

1.



J Singh
JITENDRAPAL SINGH
S/O - J. SINGH
SSIKA/240THA
Om Nagar Alam bagh Lko

Local Properties & Infra Ltd.
[Signature]
Authorised S.



G.P.C.L. Builders & Developers Pvt. Ltd.

[Signature]
Director

2.



[Fingerprint]
Ram Kishan
S/O - Dayakem Soud
Khusband Baudla.

VENDER



Typed by:

(Sandeep Kumar)

[Signature]
Drafted by:

Vishwanath Verma
Advocate
Civil Court, Lucknow