

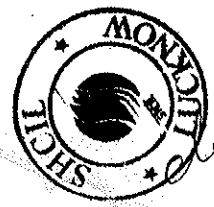


सत्यमेव जयते

INDIA NON JUDICIAL

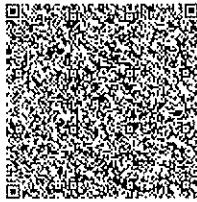
Government of Uttar Pradesh

e-Stamp

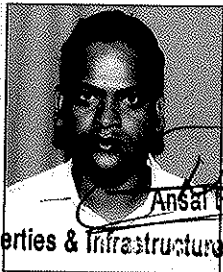


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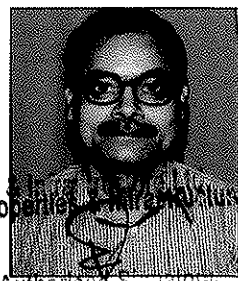
Certificate No. : IN-UP06950851228557R
 Certificate Issued Date : 29-Nov-2019 01:49 PM
 Account Reference : SHCIL (FI)/ upshcil01/ SAROJINI NAGAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUPSHCIL0108262392757475R
 Purchased by : ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
 Description of Document : Article 23 Conveyance
 Property Description : LAND OF GH-2 IN SEC-I SITUATED AT SUSHANT GOLF CITY, SULTANPUR ROAD, LUCKNOW
 Consideration Price (Rs.) :
 First Party : ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
 Second Party : PARDOS DEVELOPERS PVT LTD
 Stamp Duty Paid By : ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
 Stamp Duty Amount(Rs.) : 3,33,14,000
 (Three Crore Thirty Three Lakh Fourteen Thousand only)



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Ansal Properties & Infrastructure Ltd.



Authorised Signatory

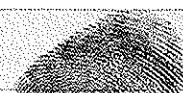
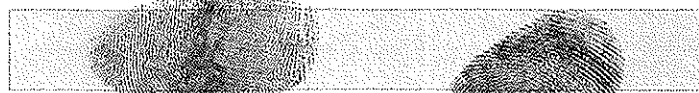


For Ansal Properties & Infrastructure Limited

Director/Authorised Signatory

Authorised Signatory

SR 0004952494



1. The authenticity of this Stamp Certificate should be verified at www.shcilstamp.com for more details on this Certificate and as available on the website renders it invalid.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

Brief Details of Sale Deed

1.	Type of Land	:	Residential
2.	Mohalla	:	Sushant Golf City-Lucknow
3.	Land details	:	Group Housing 2, in Sector I
4.	Measurement unit	:	Square Meter
5.	Area of Land	:	An area of approx. 27899.40 square meters as undivided, indivisible, impartible share in Plot GH 2 which admeasures approx. 30059.40 square meters
6.	Situation of Road	:	Away from Amar Shaheed Path and Sultanpur Road
7.	Other description	:	Situated at 45.00 meter/30.00 meter road intersection
8.	Consideration	:	Rs. 45,76,05,700/-
9.	Market value	:	Rs. 47,59,09,920/-
10.	Stamp Duty	:	Rs. 3,33,14,000/-
11.	E-stamp Certificate No.	:	IN-UP
12.	Boundaries	:	SOUTH WEST : Group Housing 3 NORTH WEST : 30 meter road NORTH EAST : 45 meter road SOUTH EAST : plotted development

No. of Vendor: 1**No. of Vendee: 1:****Details of Vendor****Details of Vendee**

Ansal Properties & Infrastructure 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 joint authorized signatories Shri Neeraj Jha son of Ram Naresh Jha and Kamlesh Singh son of Ram Janm Singh	Pardos Developers Private Limited, a private limited company registered under the Companies Act, 2013 having company identification number U45202DL2018PTC339197 and its registered office at 61-63 Panchkuian Road Second Floor New Delhi represented through its authorised signatory Shri Ashwin Sharma son of Shri Krishna Kumar Sharma
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Ansal Properties & Infrastructure Ltd.

For Pardos Developers Private Limited

Director/Authorised Signatory

SALE DEED

This **SALE DEED** ("Sale Deed") is made at Lucknow on this 29th day of November, 2019.

BY

M/s Ansal Properties & Infrastructure Limited, a company incorporated under the provisions of the Indian Companies Act 1956, having CIN L45101DL1967PLC004759 and its Registered Office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001 and branch/local office at Second Floor, Shopping Square, Sector D, Sushant Golf City, Lucknow, through its joint Authorised Signatories **Shri Neeraj Jha son of Ram Naresh Jha and Kamlesh Singh son of Ram Janm Singh** duly authorized vide resolution dated September 28, 2019 passed by its Committee of Directors, a copy of which is enclosed herewith as **Annexure 1** (hereinafter referred to as the "**Vendor/APIL**", which expression shall include its successors-in-interest, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the **FIRST PART**.

IN FAVOUR OF:

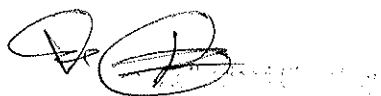
Pardos Developers Private Limited, a private limited company registered under the Companies Act, 2013 having company identification number U45202DL2018PTC339197 and its registered office at 61-63 Panchkuian Road Second Floor New Delhi represented through its Authorized Signatory **Shri Ashwin Sharma son of Shri Krishna Kumar Sharma**, duly authorized vide board resolution dated September 27, 2019, 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**".

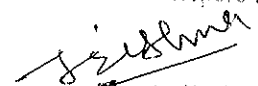
RECITALS

- 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—

Ansal Prop. & Infra. Ltd. Lucknow



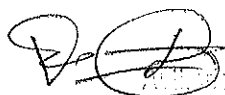
For Pardos Developers Private Limited


 Director/Authorised Signatory

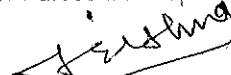
04-33 Vividh/03 TC-1 dated 1.7.2004 and further modified vide G.O. No. 3872/8-1-07-34/vividh/03 dated 17.9.2007. The said G.O.s are more commonly known as Hi-Tech Township Policy, which was promulgated by the Government of Uttar Pradesh for the promotion and facilitation of private sector participation 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 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 Memorandum of Understanding (MOU) dated 26.11.2005 to that effect was executed 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 pursuant to the government policy issued vide G.O. No. 3872/8-1-07-34 Vividh dated 17.9.2007.
- C. AND WHEREAS** in pursuance of the aforesaid Memorandum of Understanding, 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

Ansal Prop. & Infra. Ltd.



For Pardos Developers Private Limited

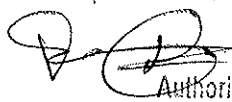


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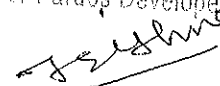
with its DPR (of which DA-1 to DA-4 is a part), has also been approved for the proposed site and the land use plan conforms to the land use as adopted in Lucknow Master Plan of 2031 for this Hi-Tech Township.

- F. AND WHEREAS** a plot of land has been earmarked to be developed as group housing and named as GH 2 at Sector I of the said Hi-Tech Township ("**Plot GH2**"), underlying land of which falls within the revenue estate of village Barauna, Tehsil Sarojini Nagar, District Lucknow. As per the approved layout plan of Sushant Golf City, Plot GH2 is spread out on an area of approx. 30566.47 square meters (approx. 7.55 acres), however based on topographical survey on ground Plot GH2 admeasures about 30059.40 square meters (approx. 7.427 acres) ("**Gross Project Area**"). Plot GH2 has been identified and marked in the enclosed layout plan of Sushant Golf City at **Annexure 3**. The Gross Project Area and its surroundings have been super imposed on the aks shijra map of village Barauna at **Annexure 4** and the Gross Project Area has been outlined on the said **Annexure 4** and the area falling within the Gross Project Area has been shown in orange and green.
- G. AND WHEREAS** the Vendor represents and assures the Vendee that Plot GH2 can be developed as plotted development instead of group housing and the Vendor assures and undertakes with the Vendee that the Vendor shall liaise and obtain all necessary permissions, approvals, no objections, consents, sanctions as may be required from the LDA or any other authority, government department etc for development of Plot GH2 as plotted development.
- H. AND WHEREAS** the Vendor has approached the Vendee and offered the Vendee to purchase from the Vendor an area of approximately 27899.40 square meters ("**Sale Area**") out of the Gross Project Area of approx. 30059.40 square meters along with the exclusive right to conceptualise, plan, develop, construct, build, market and sell a plotted development project ("**the Project**") and/or the FSI associated with the said Sale Area. Out of the area shown as the Gross Project Area in **Annexure 4**, the area shown in orange colour is the Sale Area.
- I. AND WHEREAS** the Vendor hereby represents to the Vendee that the Sale Area is completely owned by the Vendor and only the Vendor has the right to sell, transfer and convey the Sale Area or any part thereof.

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Pardo Developers Private Limited


Director/Authorised Signatory

- J. AND WHEREAS** the Vendor has approached the Vendee and offered the Vendee to purchase from the Vendor the Sale Area admeasuring approx. 27899.40 square meters (approx. 6.89 acres) along with the exclusive right to conceptualise, plan, develop, construct, build, market and sell the Project and/or the FSI associated with the Sale Area (hereinafter referred to as **"the Property"**) and based on the foregoing and on the representations, warranties, declarations, assurances, covenants, undertakings made by the Vendor as above and as further contained in this Sale Deed, the Vendee has agreed to purchase from the Vendor, the said Property free of all encumbrances and third party rights and subject to the terms and conditions as contained in this Sale Deed for a consideration of Rs. 45,76,05,700/- (Rupees forty five crores seventy six lakhs five thousand and seven hundred only).

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS UNDER:-

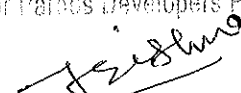
1. TRANSFER AND CONVEYANCE

- (a) That in consideration of the sum of Rs. 45,76,05,700/- (Rupees forty five crores seventy six lakhs five thousand and seven hundred only) (hereinafter referred to as **"Sale Consideration"**), the Vendor does hereby irrevocably and indefeasibly sells, conveys, assigns, alienates and transfers to the Vendee:
- (i) the Sale Area admeasuring approx. 27899.40 square meters (approx. 6.89 acres) for plotted development (**"the Project"**) falling on Plot GH 2 at Sector I at Sushant Golf City, Lucknow, the underlying land of which falls within the revenue estate of village Barauna, Tehsil Sarojini Nagar, District Lucknow, Uttar Pradesh, the location of which is shown in orange colour in Annexure 4;
 - (ii) the exclusive right to develop, construct, build, market, sell and transfer the Project along with the benefits of, as applicable, the permissions, approvals, no objections, consents, sanctions received by the Vendor in respect of the Sushant Golf City and all other estate rights whatsoever, including all easements, options, privileges,

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For Pardo Developers Private Limited


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appurtenances to the said Sale Area,

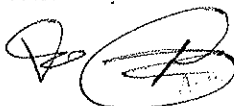
in perfect and absolute ownership without any hindrance, disturbance, whatsoever ABSOLUTELY AND FOREVER without any claim of the Vendor or any person claiming under or through the Vendor ("**the said Property**").

- (b) That from date of execution of this Sale Deed, the Vendee shall become the absolute owner of the said Property and shall be entitled to have and hold the possession, occupation and use of the said Property and enjoy the benefits 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.

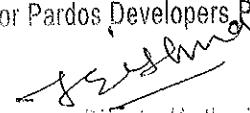
2. SALE CONSIDERATION

- (a) That out of Sale Consideration, an amount of Rs. 44,13,81,256/- (Rupees forty four crores thirteen lakhs eighty one thousand two hundred and fifty six only) has already been paid to the Vendor and Vendor hereby admits and acknowledges to have received the same.
- (b) Further, an amount of Rs. 1,16,48,387/- (Rupees one crore sixteen lakhs forty eight thousand three hundred and eighty seven only) has been paid to the Vendor vide Cheque No. 000031 dated 29.11.2019 drawn on Kotak Mahindra Bank and the Vendor hereby admits and acknowledges to have received the same;
- (c) An amount of Rs. 45,76,057/- (Rupees forty five lakhs seventy six thousand and fifty seven only) paid towards 1% tax deducted at source for which the Vendee shall provide the certificate within 30 days of execution of this Sale Deed.
- (d) That based on the above, the Vendor hereby explicitly admits and declares having received the aforesaid Sale Consideration in full and final payment and discharge of Vendee's obligations, now nothing is left due from the Vendee to the Vendor against Sale Consideration for the purchase of the said Property, as the

Ansal Properties & Infrastructure Ltd.



For Pardos Developers Private Limited


 Director/Authorised Signatory

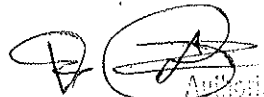
aforesaid consideration represents the full and final consideration for the sale transaction contemplated hereunder.

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

(a) The Vendor hereby confirms, assures and undertakes that the Gross Project Area has been earmarked for development of group housing in the detailed lay out plan of development agreement 3 (DA 3) of Sushant Golf City with its till date amendments approved and sanctioned by LDA, and without the prior written consent of the Vendee, no modification/ alteration shall be made to the existing approvals, consents, no objections permits etc. which include but are not limited to the development approvals, the DPR, environment clearance, consents granted by the pollution control board and other consents, permissions granted in relation to water, electricity etc. which may in any manner adversely affect the Project in terms of its approach, FSI, density, ground coverage or in any other manner. The Vendor further confirms, assures and undertakes that the Plot GH2 can be developed as plotted development instead of group housing and the Vendor assures and undertakes with the Vendee that the Vendor shall liaise and obtain all necessary permissions, approvals, no objections, consents, sanctions as may be required from the LDA or any other authority, government department etc for development of Plot GH2 as plotted development.

(b) The Vendor undertakes and covenants that it shall not make any changes, alterations, modifications in the boundaries of the golf course. The Vendor further agrees and undertakes that the character and sanctity of the golf course shall be preserved and maintained and no high rise construction shall be undertaken on the golf course upto an extent of 500 (five hundred) meters from the boundaries of the Gross Project Area. It is however provided that the Vendor may, within 500 (five hundred) meters but not less than 200 (two hundred) meters from the boundaries of the Gross Project Area, develop some plots for constructing low rise villas (not more than 3 (three) stories) on the golf course as per

Ansal Properties & Infrastructure Ltd.


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For Pardo Developers Private Limited


Director/Authorised Signatory

the approval from LDA.

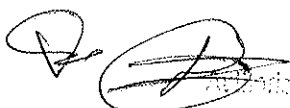
- (c) The Vendor confirms to the Vendee that the land falling in Khasra Nos. 8 and 10 of village Barauna which falls within the Gross Project Area shall not be sold to any other person except the Vendee. It is further been assured, agreed and undertaken by the Vendor that as a master developer of the Hi- Tech Township, it shall ensure that, except if undertaken by the Vendee, no construction whatsoever shall be undertaken on such portions of Khasra Nos. 8 and 10 which form part of the Gross Project Area and it shall keep the aforesaid portions of Khasra Nos. 8 and 10 free from all encroachments, squatters etc. and the said portions of Khasra Nos. 8 and 10 shall be sold to the Vendee separately or dealt with in a manner required by the Vendee.

4. REPRESENTATIONS AND WARRANTIES OF VENDOR

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

- (a) That the Vendor has absolute right to sell, transfer, assign and convey the said Property including the Sale Area having an area of approx. 27899.40 square meters (approx. 6.89 acres) along with the benefits of, as applicable, the permissions, approvals, no objections, consents, sanctions received by the Vendor in respect of the Sushant Golf City, the said Property and the Project, and all other estate rights whatsoever, including all easements, options, privileges, appurtenances to the said Sale Area, in perfect and absolute ownership without any hindrance, disturbance, whatsoever ABSOLUTELY AND FOREVER without any claim of the Vendor or any person claiming under or through the Vendor, to the Vendee and except as explicitly disclosed in this Sale Deed: (i) no one else except for the Vendor has any right, claim, lien, interest or concern of any manner whatsoever on the said Property; 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;
- (b) That the title of the Vendor over the said Property and/or the Sale Area is freehold in nature and is absolutely clear and marketable

Ansal Prop. (Devs & Infra) Pvt. Ltd.


Authorized Signatory

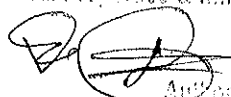
For Pardos Developers Private Limited


Director/Authorised Signatory

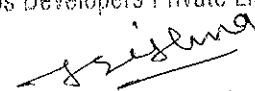
and the said Property and/or the Sale Area is absolutely free from all sorts of encumbrances such as prior sale, gift, mortgage, exchange, will, transfer, court attachment, litigations or any other registered or unregistered encumbrances;

- (c) All amounts which were due and payable to Uttar Pradesh Awas Evam Vikas Parishad, Lucknow ("UPAVP"), in order to remove the encumbrance or lien of UPAVP over the said Gross Project Area, the 30 meters road and 45 meters road abutting the Gross Project Area, have been paid in full to UPAVP. Necessary no objection has also been obtained from UPAVP and now UPAVP has no claim or lien or demand against the Gross Project Area or the 30 meters road or the 45 meters road abutting the Gross Project Area and UPAVP shall not restrict, obstruct, hinder the development of the Gross Project Area;
- (d) The Sale Area is situated on the underlying revenue land of the revenue estate of Barauna, which is shown in orange colour in the map enclosed at Annexure 4 and the Vendor has absolute and exclusive ownership right, title and interest in the said Sale Area.
- (e) That neither the Gross Project Area or any part thereof nor the Project is encumbered with LDA in any manner whatsoever;
- (f) That the Gross Project Area has been earmarked to be developed as a group housing by the LDA under the Uttar Pradesh Urban Planning & Development Act, 1973 but the Vendor assures and represents to the Vendee that the Gross Project Area can be developed as a plotted colony and requisite modifications in the plans approvals etc shall be undertaken by the Vendor.
- (g) That the Vendor hereby confirms and assures the Vendee that the Vendor is not barred or prevented by any administrative / statutory attachment order or notification from entering into present transaction with the Vendee;
- (h) The Project or the Sale Area or any part thereof has not been recorded as "fixed asset" in the books of the Vendor;

Ansal Properties & Infrastructure Ltd.


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For Pardos Developers Private Limited

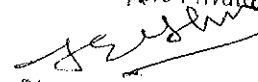

Director/Authorised Signatory

- (i) That there are no high tension wires passing over/under the said Property or are proposed to pass over the Gross Project Area; there is no road or rail or metro proposed over/under the Gross Project Area.
- (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 part thereof 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 Sale Area from the various land owners by purchasing it for good and valuable consideration or by getting any land parcel owned or acquired by LDA and leased to Vendor converted to freehold from LDA in accordance with applicable laws and the Vendor hereby represents, covenants, undertakes and warrants that it has a good, clear and marketable title over the Sale Area with all rights, title, interest, liberties, privileges thereto.
- (l) That the Vendor has neither done nor been party to any act whereby the Vendor's rights and title in the said Property or in the Sale Area may in any way be impaired or whereby the Vendor may be prevented from transferring the said Property.
- (m) The Vendor represents and confirms that the Gross Project Area falls over Khasra nos. 2, 4, 5, 7, 8, 9, 10, 11, 19, 20 and 21 of Village Barauna, Tehsil Sarojini Nagar, District Lucknow and the Sale Area falls over khasra nos. 2, 4, 5, 7, 9, 11, 19, 20 and 21 of Village Barauna, Tehsil Sarojini Nagar, District Lucknow. The Vendor confirms that the Sale Area is in its ownership and is lying vacant and in its legal and peaceful possession and no part of the said Property has been encroached upon. The Vendor hereby represents to the Vendee that the Vendor has the right to sell, transfer and convey the said Sale Area or any part thereof;
- (n) That there is no breach, violation etc. including violation of any of the bye-laws, rules and regulations etc. or of any statute as applicable to the said Property which in any manner affects the title of the said Property and/or the ability of the Vendor to sell,

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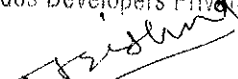
transfer and convey the said Property.

- (o) That the sale deeds and/or the mutations through which the Vendor and its predecessors had acquired title to the said Sale Area are valid and subsisting.
- (p) That the Vendor has cleared all dues such as land revenue, property tax, water and electricity charges and interests/ penalties payable in relation thereto, if any, or any other dues and demands of the concerned authorities as per the bills received from the concerned authorities, in respect of the said Property, upto the date of execution and registration of the Sale Deed, and thereafter the same shall be paid and borne by the Vendee. However, if any aforesaid dues are found pending and/or payable for the period upto the date of the Sale Deed, even if the same are received/raised, at a later stage after execution of the Sale Deed, then the same shall also be borne and paid by the Vendor only;
- (q) That there are no agreements, prohibitory orders or any attachment orders in respect of the said Property or any part thereof;
- (r) That no power of attorney has been executed in favour of any third party granting or assigning any of the rights, title or interests in the said Property;
- (s) The said Property is neither the subject matter of any HUF (Hindu Undivided Family) nor does it belong to a joint Hindu family and no part of the said Property is owned by any minor and/ or no minor has any right, title, interest and claim or concern of any nature whatsoever with the said Property;
- (t) That there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Vendor with respect to the said Property;

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- (u) That there is no poultry farm, warehouse, cattle, livestock on the said Property nor is the said Property used for grazing of grass by cattle or livestock.

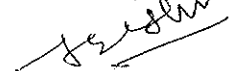
5. VENDOR'S COVENANTS

- (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.
- (b) That the Vendor assures the Vendee that the said Property is free from all kinds of encumbrances such as sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, prior agreement to sell, tax demands etc. 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 Vendee and shall keep the Vendee indemnified, saved and harmless against all such losses, costs, damages and expenses accruing thereby to the Vendee. The Vendor further agrees and undertakes that it shall never in future create any kind of encumbrance whether in favour of any government authority or otherwise, over the Gross Project Area or the Project proposed or envisaged on the Gross Project Area.
- (c) The Vendor shall be solely responsible to pay all the amounts payable to LDA or any other authority on account of change of land use, free hold charge, development charge or any other charges for the use of the Sale Area for plotted development.
- (d) The Vendor further represents, assures and undertakes that it

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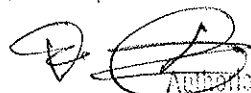
For Pardos Developers Private Limited

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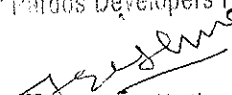
shall develop all the common/ trunk services including roads, greens, sewerage, drainage, water lines, distribution network connected to underground and overhead service reservoir developed for this area, H.T./L.T. cable network from the distribution transformer earmarked for this area, recycled water, street lights, roads with its shoulders as per the approved detailed layout plan of the Hi- Tech Township around the Sale Area and provide tapping points for connecting the services with 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 on the Sale Area. That the Vendor further confirms and undertakes that it shall have no right to undertake any construction or development on the Sale Area after the execution of the Sale Deed.
- (f) The Vendor undertakes that the Vendor shall provide all utilities including domestic water as per the Vendee's requirement, electricity as per Vendee's requirement, sewerage lines abutting the Sale Area, drainage lines abutting the said Property, recycled water lines etc. to the said Property and integrate the said Property with the Hi-Tech Township infrastructure and facilities. The Vendor further agrees and undertakes to provide a dedicated power connection to the buyers/allottees of the Vendee in respect of the said Property and further provide all the facilities and amenities existing in Sushant Golf City, Lucknow to the buyers/allottees of the Vendee on the same lines as other residents of Sushant Golf City are entitled to and are being provided.
- (g) The Vendor represents and assures to the Vendee that with respect to the sewerage disposal, the Vendor has to set up a township level sewerage treatment plant ("STP") of 23 MLD at the designated location earmarked in the approved D.A-1 – D.A-4 layout, and the sewerage disposal of the Project shall also be carried to this township level STP via the trunk services network laid by the Vendor for Sushant Golf City. The Vendor represents and assures to the Vendee that the Vendee shall not be required

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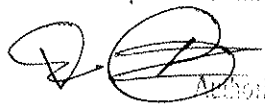
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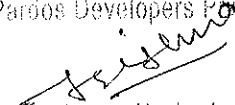
to make any separate STP inside the Project as the township level STP shall be sufficient to meet all governmental norms to enable the Vendee to get completion certificate for the Project.

- (h) The Vendor hereby represents, undertakes and confirms that after completion of development of the said Project, the electricity charges for the supply of electricity to the buyers/allottees of the Project shall be as per tariff determined by Uttar Pradesh Electricity Regulatory Commission or its successors as per prevailing regulations.
- (i) The Vendor hereby represents and confirms that it had obtained environment clearance for an area of 1967.755 acres of the Hi-Tech Township from the Ministry of Environment and Forests, Government of India vide their letter bearing number 21-549/2006-IA.III dated June 6, 2007. The Project falls in the area for which the said environment clearance was obtained. The Vendor has subsequently obtained the Consent to Operate under the Air Act from the office of Uttar Pradesh Pollution Control Board vide their letter bearing reference no. 37353/UPPCB/Lucknow (UPPCBRO)/CTO/air/Lucknow/2018 dated February 18, 2019 and the same is valid till December 31, 2020. The Vendor has also obtained the Consent to Operate under the Water Act from the office of Uttar Pradesh Pollution Control Board vide their letter bearing reference no. 37369/UPPCB/Lucknow (UPPCBRO)/CTO/water/Lucknow/2018 dated February 18, 2019 and the same is valid till December 31, 2020. 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, including UP Pollution Control Board's consent to operate, valid till the time these are required to be kept as per the law of land.
- (j) The Vendor has hereby granted and delegated certain rights, powers and authorisation to the Vendee to facilitate the Vendee for obtaining relevant approvals for development/construction of the said Property. The indicative list of such rights, powers and authorization is provided in **Annexure 5** hereto.

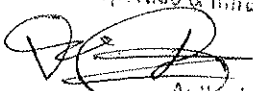
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- (k) The Vendor confirms that the Vendee shall not have any obligation or liability in respect of the EWS & LIG component, community facilities etc., which are associated with the Project and any such requirement or liability on account of EWS & LIG component, community facilities etc., shall be solely taken care by the Vendor in the other parts of the Hi-Tech Township. Vendor shall also earmark the commensurate EWS/LIG apartments fully completed as per LDA norms, which shall be provided to Vendee towards meeting Completion Certificate/Occupancy Certificate requirements, at the time of applying for the completion certificate by the Vendor. However, all the facilities within the Project as per the approvals for the Project shall be undertaken by the Vendee.
- (l) For the purpose of undertaking development/construction on the Sale Area, the Vendor shall make available to the Vendee an access road to the site which shall be a minimum of 45 (forty five) meters wide. It is agreed between the Parties that the vehicles including trucks, cranes, dumpers or other equipment and machinery shall be freely and without any restriction be moved to and from the site at no extra cost.
- (m) Within 15 (fifteen) days of execution of this Sale Deed, the Vendor shall provide to the Vendee township infrastructure network drawings with respect to services for storm water, drain water (internal and external), potable water, recycled water and electricity and their respective tapping points to enable the Vendee for designing its services and their connections.
- (n) The Vendor agrees and undertakes to indemnify the Vendee and hold it harmless and protected from any claim arising out of any violation of any provisions of law by the Vendor (or any other person claiming through it) with respect to solid waste management, sewage disposal, pollution, environment, ground water drawal pertaining to the Hi-Tech Township.
- (o) the Vendor hereby represents, undertakes and confirms that neither it nor any person claiming through it, has ever in the past

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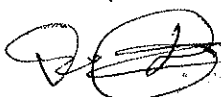
applied for any approval of any drawings, plans, etc. in respect of the Project with any authority including LDA.

- (p) The Vendor hereby agrees and accepts that any covenant agreed to by the Vendor in any other prior document or deed, reducing, altering, restricting or affecting in any manner its rights as the owner of the said Property or the rights of the Vendee, if not contained in this Sale Deed, shall be void and unenforceable against the Vendee.
- (q) That the Vendor may, upon reasonable request from the Vendee agree to, assist and cooperate with the Vendee and execute, do or cause to be done, such further acts, deeds and things, in connection with the transfer, grant, assignment or conveyance of the said Property under this Sale Deed. Notwithstanding the foregoing, if required under the applicable laws, the Vendor agrees and undertakes to execute, do or cause to be done, such further acts, deeds and things to give effect to this Sale Deed.
- (r) The Vendor shall provide an exclusive water connection and an exclusive electricity connection at single point each for the development/ construction on the Project and till the completion of development works. The water and electricity connection shall be provided at the point specified by the Vendee at or near the boundary of the Project. The electricity connection load shall be as per the requirement. Both temporary electricity connection and water connection shall be made available within 30 (thirty) days of signing of this Sale Deed.

6. VENDEE'S COVENANTS

- (a) The Vendee irrevocably confirms, assures and represents to the Vendor that the development/ construction on the Sale Area shall be undertaken as per the approvals granted/ to be granted by LDA and other appropriate authorities.
- (b) That the Vendee hereby assures that Vendee and subsequent purchasers/allottees of the apartment shall abide by the terms and conditions mentioned in this Sale Deed.

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- (c) That the Vendee further irrevocably confirms, assures and represents to the Vendor that the Vendee shall carry out any or all constructions of any nature whatsoever over the said Sale Area in a workman like manner in accordance with standard industry practices and in conformity with applicable laws, rules and regulations of the authorities concerned.
- (d) If the Vendee fails to complete or get completed the development on the Sale Area within the time stipulated in its filings with the RERA Authority, the Vendee itself shall be liable and bear the costs and consequences for such delay and shall keep the Vendor saved and protected from any liability arising due to such non-completion within the stipulated time.

7. MUTUAL COVENANTS

- (a) It is agreed between the Parties that it shall be responsibility of the Vendor to obtain all necessary approvals, consents, permissions, etc. for development of the Project on the Sale Area into the Project from LDA or any other concerned authority. All the approvals, consents, permissions etc. shall be obtained in the name of the Vendee and the cost for obtaining the said approvals, consents, permissions etc shall be borne by the Vendor. The Vendor agrees and undertakes to get the layout of the Project approved from the LDA, to the satisfaction of the Vendee, within 30 days of the Vendee providing the submission drawing of the Project to the Vendor.
- (b) The Parties agree to comply with their respective obligations as enshrined in the Real Estate Regulation and Development Act, 2016 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. It is agreed that it shall be the obligation of the Vendee to obtain the approval from RERA.

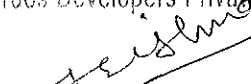
8. RIGHTS OF VENDEE

The Vendor hereby represents, warrants and assures the Vendee that pursuant to the execution and registration of the Sale Deed, the Vendee

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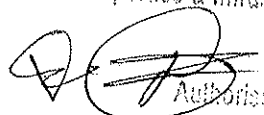
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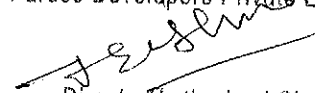
shall have all the rights to the said Property including the Sale Area which include, but are not limited to:

- (a) enter upon and take sole possession and control of the Sale Area and every part thereof for the purpose of developing the same;
- (b) full authority to plan, conceptualise and design the Sale Area;
- (c) right to develop, construct and build the buildings on the Sale Area or get them contracted and developed by a third party;
- (d) exercise full, free, uninterrupted, exclusive and irrevocable marketing, allotment, leasing, licensing or sale rights in respect of the Project including the plots/villas/row housing etc. to be developed or constructed in the Project 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 plots/villas/units in the Project 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 units, and ownership of the underlying land and facilities of the Project;
- (e) carry out the construction/development of the Project, whether simultaneously or in a phased manner, and remain in sole possession, control of peaceful enjoyment of the Sale Area or any part thereof;
- (f) to do all such acts, deeds and things that may be required for the development/ construction of the Project;
- (g) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labours, workmen, personnel (skilled and unskilled) or other persons to carry out the development/ construction work;
- (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 to be constructed in the Project and to carry out the same in accordance with the approvals, sanctioned layouts and acquire all relevant approvals for cement, steel and other building materials, if any, as may be

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- 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 providers in relation to the construction, development of the said Property or any construction, development on the Project;
 - (j) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required by and under the applicable laws, any government authority including LDA, RERA Authority, in relation to and necessary for the full, free, uninterrupted and exclusive construction on the Project;
 - (k) sell, allot, lease, license, or otherwise dispose off or alienate the plots/villas/row housing etc./ units developed in the Project as the Vendee may deem fit;
 - (l) 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 Project and issue advertisements in such mode as the Vendee may deem fit and inviting prospective purchasers, lessees, licensees etc. for allotment and sale of the said Property;
 - (n) set up, install, and make provisions for the various facilities/services in the Project and/or units to be constructed therein as may be required under applicable laws and to handover the maintenance thereof to a maintenance agency or to the association of apartment owners, as the case may be;
 - (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 Vendee shall be free to promote, brand, market the Project as per its own discretion. 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 Project, as the Vendee may deem fit.

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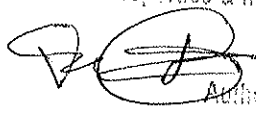
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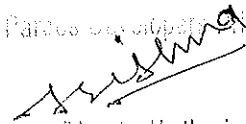

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- (q) The Vendor agrees to execute such further document, deed, attorney or authorization as may be required by the Vendee for vesting the said powers, authorisations in favour of the Vendee.
- (r) Right to sell, transfer and convey the said Sale Area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

9. MAINTENANCE

- (a) The Vendor represents and confirms that as on date of execution of this Sale Deed, no property tax is required to be paid by the residents of the Hi-Tech Township, however the Vendor or its designated agency shall be required to maintain the said Hi-Tech Township. The Vendee shall enter into an appropriate agreement with charges as prevalent at that time with the Vendor or its designated agency maintaining the said Hi-Tech Township in respect of maintenance and related services for the Project. The said agreement shall inter alia cover issues relating to collection, disposal of solid waste, disposal of storm water, sewerage and maintenance and operation of the common STP, regular maintenance and cleaning of common access roads, green areas, street lighting of the common areas of the Hi-Tech Township, security inside the Hi-Tech Township.
- (b) That the Vendor either directly or through its appointed/nominated agency, shall look after the maintenance and up keep of the common areas and facilities of the Hi-Tech Township as a whole. The maintenance of the Project shall be the responsibility of the Vendee which it may do so through a maintenance agency or grant the maintenance to the association of apartment owners, or to a corporate body or other agency appointed by the Vendor itself.
- (c) After the Hi-Tech Township is handed over to local body or even if

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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.

- (d) Till the earlier of (i) an application being made for obtaining part occupation/ part completion certificate of any part of the Sale Area; or (ii) the expiry of 18 (eighteen) months from the date of this Sale Deed, the Vendor shall pay to the Vendee for such Sale Area, maintenance charges at the rate of Re. 1 (Rupee one) per square meter per quarter.

10. FURTHER ASSURANCES

- (a) The Vendor hereby represents, assures, confirms and undertakes to the Vendee that this Sale Deed shall be a valid and perfect document of title for the Vendee and based on the rights acquired by the Vendee under this Sale Deed, it shall be able to execute and register the allotment letters, flat buyers agreements, sale deeds etc. in favour of third party allottees, purchasers and such third party allottees, purchasers shall acquire a valid title to their respective plots/villas/units etc..
- (b) The Vendee shall be entitled to raise funds, construction finance for the development/construction of the Project on the Sale Area. For the purpose of raising funds, construction finance, the Vendee shall be entitled to create mortgage and/or create charge on the Sale Area and the rights as granted to the Vendee under this Sale Deed. If so reasonably required by the Vendee, the Vendor hereby undertakes to sign, execute and deliver all such documents and do all such acts, deeds and things as may be required for creation and/or perfection of security in favour of the lenders to the Vendee without undertaking any financial obligation.
- (c) That the Vendor, shall from time to time hereinafter, at the cost and expense of the Vendee and upon reasonable request of the Vendee, make, do, execute and perfect or cause to be made, done, executed and perfected and do all such acts, deeds, matters

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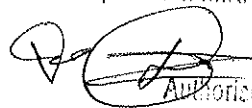
and things whatsoever for better and more perfectly assuring conveying and confirming the said Property including the Sale Area and the rights assured herein unto and to the benefit of the Vendee forever in the manner aforesaid. The Vendor has separately executed a special power of attorney in favour of the Vendee to enable the Vendee to undertake the development/construction of the Project on the Sale Area.

- (d) That the Vendee, at its own costs, can get the said Property (including the Sale Area) mutated, substituted and transferred in its name, on the basis of this Sale Deed, in the record of any authority or any other relevant records in the absence of the Vendor. The Vendor undertakes that it shall sign all other papers/documents required in this connection.
- (e) The Vendor agrees and undertakes that the purchasers/allottees in the Project shall be treated no differently from purchasers of any other project in the Sushant Golf City Township and shall have unfettered access and all rights in all the common areas of the Sushant Golf City Township.

11. MISCELLENEOUS

- (a) The Vendor shall not be liable for any claims or suits relating to the plots/villas/units constructed in the Project, which claims are not attributable to the Vendor.
- (b) That the Vendee confirms that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9)(A) of the Benami Transactions (Prohibition) Act 1988 and that the purchase is well within the purview of the permitted transactions defined thereunder.
- (c) Each Party shall abide by provisions of the law, rules, policies and regulations in force and applicable to the said Property/Hi- Tech Township at any time including any amendments and modifications thereof. Further, each Party shall also comply with the terms and conditions of various policies, licenses, approvals and sanctions granted/issued by the competent authorities in respect of the said Property/Hi-Tech Township including and not limited to environmental clearance, development agreement,

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license etc.

- (d) The recitals and background given in this Sale Deed form an integral part of this Sale Deed and constitute the representations made by the Vendor to the Vendee.
- (e) Wherever the term land is used to denote the said Property it shall be read and construed as undivided share of Sale Area.

12. INDEMNITY

That the Vendor hereby agrees and covenants with the Vendee to indemnify and keep indemnified the Vendee against all losses or damages or claims which the Vendee may suffer on account of any defect in the title of the said Property including Sale Area conveyed by the Vendor to the Vendee and on account of any breach, incompleteness or inaccuracy of any representation or warranty or covenant made by the Vendor in this Sale Deed. The Vendor further assures and represents to the Vendee that if there is any defect in the title of the Vendor to the said Property or the Sale Area or any part thereof, and the same is rectifiable, the Vendor shall rectify the same at its own costs to the satisfaction of the Vendee.

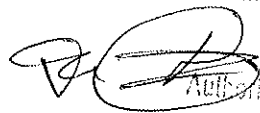
13. COSTS, CHARGES AND EXPENSES

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

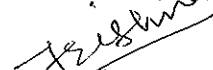
14. SEVERABILITY

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

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15. ASSIGNMENT

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

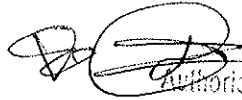
16. GOVERNING LAW AND JURISDICTION

- (a) This Sale Deed shall be governed by Indian laws and courts in Lucknow shall have jurisdiction on the subject matter of this Sale Deed.
- (b) Each Party shall have the right to seek specific performance of this Sale Deed.

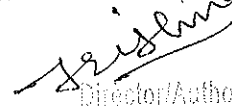
17. STAMP DUTY AND REGISTRATION

- (a) That Vendor shall bear all cost and expenses and legal fees in respect of sale of the said Property including stamp duty, registrations fee and other incidental expenses on the Sale Deed.
- (b) That the said Sale Area is situated in the Sushant Golf City and the said Sale Area is situated more than 200 meters from Amar Shaheed Path and Sultanpur Road. The said Sale Area is situated on 45 meter wide road. For the purpose of calculation of the stamp duty, the circle rate of the land is fixed at Rs. 20,000/- per sq. mtr. + 20% comes to Rs. 24,000/-. The area of the said Sale Area is approximately 27899.40 square meters. 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 26899.40 square meters at the rate of Rs. 16,800/- (24,000-30%) comes to Rs. 45,19,09,920/-. Hence the market value of the land comes to Rs. 2,40,00,000/- + Rs. 45,19,09,920/- = Rs. 47,59,09,920/-. Thus the total market value of the property comes to Rs. 47,59,09,920/-. Since the Sale Consideration is lower than the market value therefore total stamp duty of Rs. Rs. 3,33,14,000/- (Rupees three crores thirty three lakhs fourteen thousand only) has been paid on market value.

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CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE DIRECTORS OF ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED, AT THEIR MEETING HELD ON SATURDAY, THE 28TH SEPTEMBER, 2019.

"RESOLVED THAT approval of the Directors be and are hereby accorded to sell, transfer and convey the plot for Group Housing 2 in Sector-I, Sushant Golf City, Lucknow, Uttar Pradesh, having an area of approx. 30,566.47 square meters or such other area of the said Plot as agreed between the Company and Pardos Developers Private Limited (hereinafter referred as "Purchaser").

RESOLVED FURTHER THAT the aforesaid sale, transfer and conveyance of area in the aforesaid Plot may happen in one or more parts on terms mutually agreed with the Purchaser.

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

RESOLVED FURTHER THAT the approval of the Directors be and are hereby accorded to severally authorize and empower Shri Neeraj Jha (Executive (Record)) and Shri Kamlesh Singh (Assistant Manager (Accounts)) (hereinafter referred as "Authorised Persons"), to discuss, modify, finalise, sign and execute the Sale Deed(s) in favour of the Purchaser for sale and transfer the Plot for Group Housing 2 in Sector-I, Sushant Golf City, Lucknow, Uttar Pradesh, having an area of approx. 30,566.47 square meters or such other area of the said Plot, as agreed between the Company and the Purchaser.

RESOLVED FURTHER THAT Shri Neeraj Jha (Executive (Record)) and Shri Kamlesh Singh (Assistant Manager (Accounts)) (hereinafter referred as "Authorised Persons"), are also severally authorized to appear / present the sale deed(s) / transfer document(s) / other document(s) before the concerned Registrar/ Sub-Registrar/ any registering authority, for registration, under any statute, and, to admit/verify execution thereof.

RESOLVED FURTHER THAT Shri Neeraj Jha (Executive (Record)) and Shri Kamlesh Singh (Assistant Manager (Accounts)) (hereinafter referred as "Authorised Persons"), are also severally authorized to do or cause to be done all such acts, deeds, and things and take all such steps as may be necessary, which are required or incidental, ancillary or consequential to the exercise of the above authorities and powers.

RESOLVED FURTHER THAT the approval of the Directors be and are hereby accorded to authorize and empower Shri Neeraj Jha (executive (Record)) jointly with Shri Kamlesh Singh (Assistant Manager (Accounts)) (hereinafter referred as "Authorised Persons") to sign and execute the Services Agreement, Power of Attorney in favour of the Purchaser and to issue receipt to the Purchaser in respect of the consideration received against the Sale Deed(s) and to sign, execute and deliver such further documents, deeds, undertakings, indemnities etc as may be required or agreed to with the Purchaser.

Ansal Properties & Infrastructure Ltd.

For Pardos Developers Private Limited

Authorised Signatory

Director/Authorised Signatory

Ansal Properties & Infrastructure Ltd.

(An ISO 14001 : 2004 OHSAS 18001 : 2007)

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

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

Website: www.ansalapi.com

CIN: L45101DL1967PLC004759

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

(26B)



Building Lifestyles Since 1967

RESOLVED FURTHER THAT the approval of the Directors be and are hereby accorded to authorize and empower Shri Neeraj Kumar Jha (Executive (Record) jointly with Shri Kamlesh Singh (Assistant Manager (Accounts)) (hereinafter referred as "Authorised Persons") to handover the possession of the Sale Property to the authorised nominee of the Purchaser and further authorized to sign and execute the possession letter/possession certificate in respect of the foregoing.

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

RESOLVED FURTHER THAT above authorization in favor of the aforesaid authorized persons, shall remain in force till the date they remain in the employment or any other resolution is passed by the Directors, modifying and/or revoking this authorization, whichever is earlier.

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

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

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

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

For Pardos Developers Private Limited

Director/Authorised Signatory

Ansal Properties & Infrastructure Ltd.

(An ISO 14001 : 2004 OHSAS 18001 : 2007)

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

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CIN: L45101DL1967PLC004759

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

(27) Annexure - 2

PARDOS DEVELOPERS PRIVATE LIMITED

CIN: U45202DL2018PTC339197

Registered Office: 61-63 Panchkuian Road Second Floor, New Delhi 110001

Email: dmi@dmialternatives.in

EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF PARDOS DEVELOPERS PRIVATE LIMITED ("COMPANY") HELD ON FRIDAY THE 27th DAY OF SEPTEMBER 2019 AT 61-63, PANCHKUIAN ROAD, SECOND FLOOR, NEW DELHI 110001

AUTHORIZATION FOR PURCHASE OF LAND AND FOR EXECUTION OF SALE DEED

"RESOLVED THAT consent of the Board of Directors be and is hereby accorded to severally authorize Mr. Piyush Kumar Gautam and Mr. Ashwin Sharma, Authorised Signatories of the Company, to sign and execute the Sale Deed(s), possession letter/s certificate(s) and any other documents on behalf of the Company with regard to purchase of approximately 30,566.47 square meters of land or such other area out of Plot GH2 situated in Sector-I, Sushant Golf City, Lucknow as may be agreed between the Company and Ansal Properties and Infrastructure Limited (**"the Seller"**).

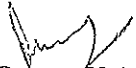
"RESOLVED FURTHER THAT the aforesaid purchase of land may happen in one or more parts on terms mutually agreed with the Seller.

RESOLVED FURTHER THAT Mr. Piyush Kumar Gautam and Mr. Ashwin Sharma be and are hereby severally authorized to take possession of the aforesaid land located at Group Housing 2, Sector I, Sushant Golf City, Lucknow, Uttar Pradesh.

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

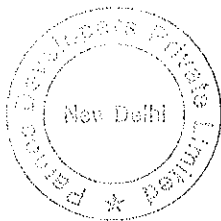
Certified True Copy

For Pardos Developers Private Limited

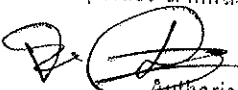

Puneet Kakker
Director

DIN: 08118727

**Address: C-16, Second Floor Shivalik,
Malviya Nagar, New Delhi 110001**

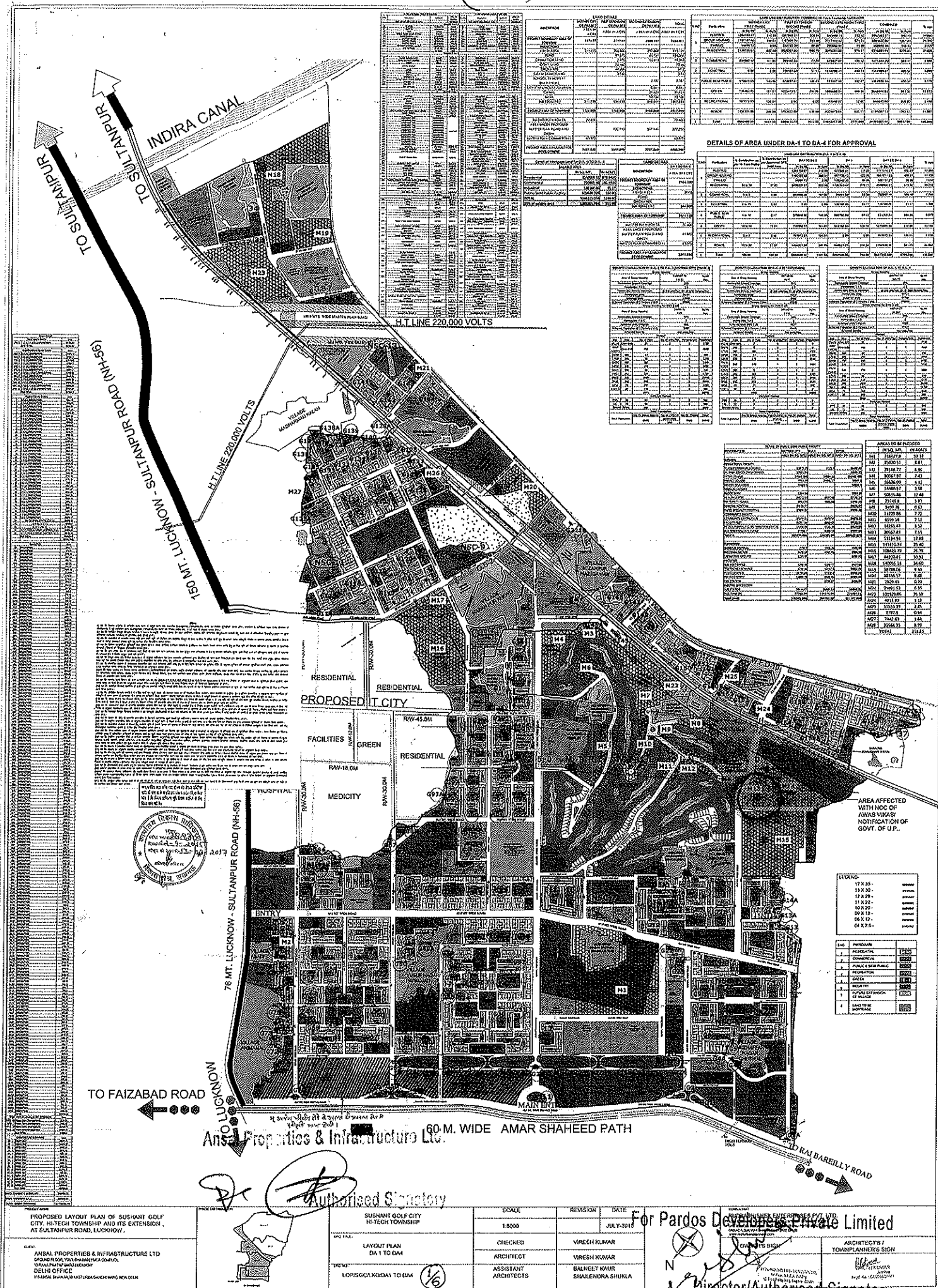


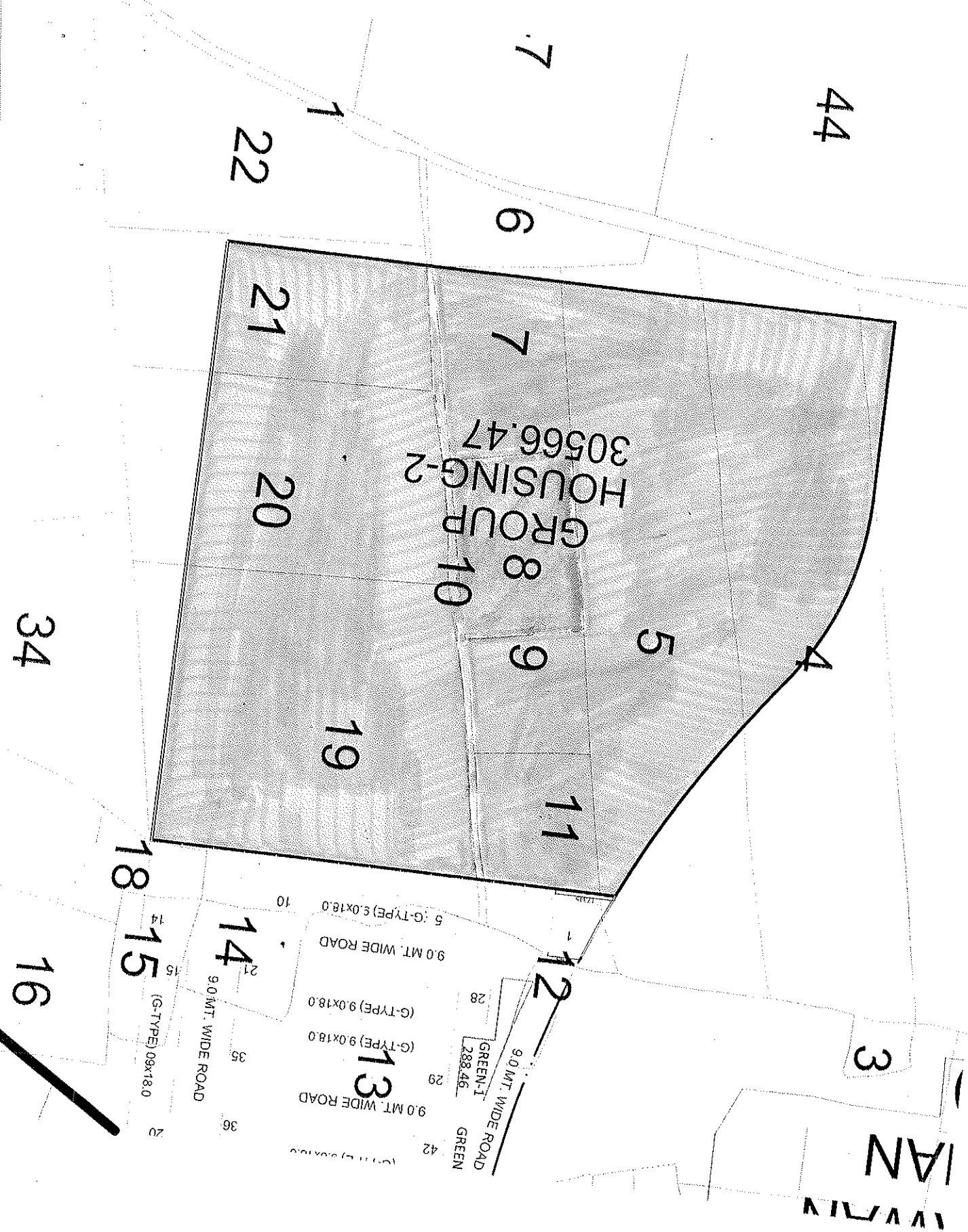
Ansal Properties & Infrastructure Ltd.


Authorized Signatory

For Pardos Developers Private Limited


Director/Authorised Signatory





Ansal Properties & Infrastrucure Ltd.

[Signature]
Authorized Signatory

For Pardos Developers Private Limited

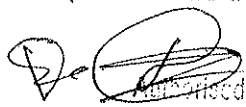
[Signature]
Director/Authorised Signatory

Annexure 5

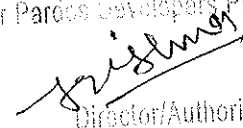
(Rights, powers and authorization granted by Vendor to Vendee)

1. To approach to any designated/non designated official of any of the government /semi- government / nongovernment authorities/ department/ board/ministry including but not limited to Government of the state of Uttar Pradesh; Central Government; Department of Environment, Fire Department, Lucknow Development Authority (LDA); and/or the concerned electricity and water supply & distribution agency for the Project; Local Authority or any other Ministry or Department of the Central Government/State Government and/or the Government of Uttar Pradesh and/or allied office or any other Authority/Department/Corporation/Ministry/Board in respect of and in connection with the Project and/or Sale Area (**hereinafter referred to as "aforesaid authorities"**) for obtaining any license, certification, recognition, acknowledgement, authorization, accredit, consent, certificate, document, warrant, sanction, permit, permissions, approvals of any nature, kind, sort, type, variety, class, category (**hereinafter referred to as "aforesaid permission/approvals"**) for zoning, erecting, raising, constructing, digging, developing, mounting, selling, advertising, manufacturing, assembling, Promoting, plowing, cultivating, modernizing or for any other land related purpose (**hereinafter referred to as "aforesaid purpose"**) on, for and in connection with the Project and/or Sale Area as and when required under the provisions of the byelaws, acts, rules, regulations, announcement, notifications, circulars, guidelines, procedures, declaration, pronouncement, clarifications, policy, convention either at state level or central level as and when applicable to the Project and/or Sale Area (**hereinafter referred to as "applicable laws"**).
2. To plan, prepare and make necessary applications with the aforesaid authorities for obtaining the aforesaid approvals for the aforesaid purpose for and in respect of the Project and/or Sale Area as and when

Ansal Properties & Infrastructure Ltd.

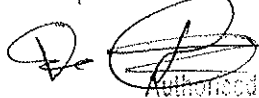

 Authorised Signatory

For Pardo Developers Private Limited


 Director/Authorised Signatory

- required under the provisions of the applicable laws;
3. To make necessary payment and pay other fees and charges to the aforesaid authorities and incur all such necessary expenditure as and when require to be done for making the necessary applications and for obtaining the aforesaid approvals and shall also be entitled to be reimbursed for all the expenses paid/incurred on behalf of the company in relation to the Project and/or Sale Area;
 4. To engage, appoint or hire a surveyors, architects, contractors or such other consultants and experts as and when required for planning, preparing, applying and obtaining the aforesaid approvals for aforesaid purposes in respect of the Project and/or Sale Area;
 5. To invite tenders and offers for the purpose of construction in the Project and/or on Sale Area, to accept such tenders or offers on such terms and conditions as the Vendee may in his absolute discretion deem fit, to give construction contract to such contractors/person(s)/agencies and to enter into such arrangements with such and other person or persons or body or bodies whether corporate or otherwise for the purpose of development on the Project and/or Sale Area wholly or partly or in stages and for construction of building or structures thereon and/or furnishing/cladding the premises therein as the Vendee may in his absolute discretion deem fit and to pay the cost of the construction and development of the proposed building or structure and for furnishing of the same, to such contractor and other persons or bodies and to obtain valid receipts and discharges therefore to enter into contracts for the supply of materials, labor and for all other services as may be required for development and construction of the building or structure on the Project and/or Sale Area on such terms and conditions as the Vendee may in discretion deem fit and proper;
 6. To engage various agencies and persons in connection with the construction/development/execution/completion of the proposed structure/building;

Ansal Properties & Infrastructure Ltd.


Authorized Signatory

For Pardos Developers Private Limited


Director/Authorized Signatory

आवेदन सं०: 201901041044798

विक्रय पत्र

बही सं०: 1

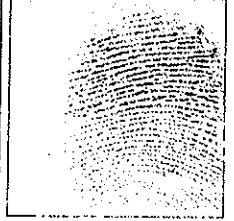
रजिस्ट्रेशन सं०: 32058

वर्ष: 2019

प्रतिफल- 457605700 स्टाम्प शुल्क- 33314000 बाजारी मूल्य - 475910000 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 160 योग: 20160

श्री पर्डीस डेवलपर्स प्रा० लि० द्वारा
आश्विन शर्मा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री के के शर्मा
व्यवसाय: लौकरी
निवासी: 31-63, पंचकुनिया रोड, नई दिल्ली

ssishma



श्री. पर्डीस डेवलपर्स प्रा० लि० द्वारा

आश्विन शर्मा अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 29/11/2019 एवं
03:14:39 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

निर्मल सिंह

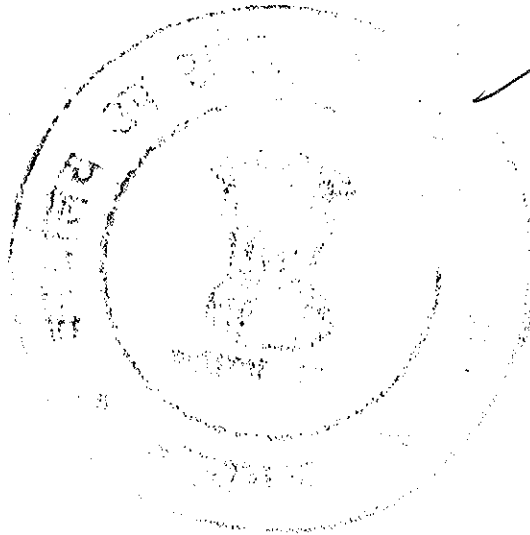
उप निबंधक, वाराणसीनगर

संलग्नक

29/11/2019

ओम प्रसाद सिंह

निबंधक निमित्त

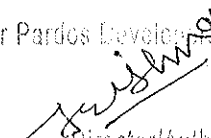


7. To hire any consultant, advocate or any other professional and take the necessary consultancy and opinion before or after the making of the necessary application or modification thereto for obtaining the aforesaid approvals from the aforesaid authorities for and in relation to the Project and/or Sale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

Ansal Properties & Infrastructure Ltd.


Authorized Signatory

For Pardos Development Private Limited


Director/Authorised Signatory

बही सं०: 1

रजिस्ट्रेशन सं०: 32058

वर्ष: 2019

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

विक्रेता: 1

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

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

व्यवसाय: नौकरी

विक्रेता: 2

श्री अंसल प्रॉपर्टीज एण्ड इन्फ्रास्ट्रक्चर लि० के द्वारा कमलेश सिंह . पुत्र
श्री राम जन्म सिंह

निवासी: 115 अंसल भवन 16 कस्तूरबा गाँधी मार्ग नई दिल्ली

व्यवसाय: नौकरी

क्रेता: 1

श्री पर्डीस डेवलपर्स प्रा० लि० के द्वारा आश्विन शर्मा , पुत्र श्री के के शर्मा

निवासी: 61-63, पंचकुनिया रोड, नई दिल्ली

व्यवसाय: नौकरी

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री संदीप कुमार , पुत्र श्री ओम प्रकाश

निवासी: उदयगंज लखनऊ

व्यवसाय: अन्य

पहचानकर्ता: 2

श्री अज़मत अली . अधिवक्ता

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

टिप्पणी:

निर्मल सिंह

उप निबंधक : सरोजनीनगर

लखनऊ

ओम प्रताप सिंह

निबंधक लिपिक

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

VENDOR

Ansal Properties & Infrastructure Ltd.



FOR ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED



VENDEE

For Pardos Developers Private Limited



Director/Authorised Signatory



FOR PARDOS DEVELOPERS PRIVATE LIMITED

WITNESSES



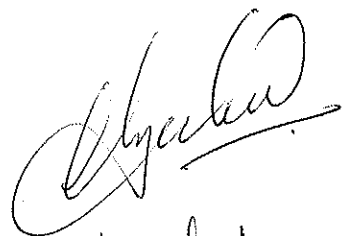
1

Azamat Ali
Advocate
Civil Court, Dho.

2



Sandeep Kumar
S/o Om Prakash
Village Hany Dho.

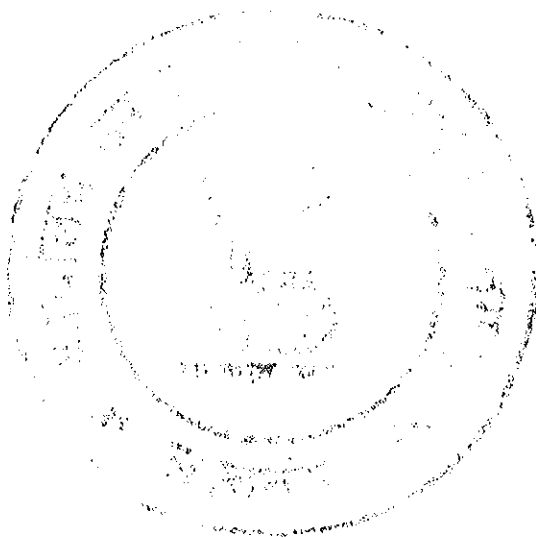

Drafted by
V.N. Yadav
Adv.

आवेदन सं०: 201901041044798

बही संख्या 1 जिल्द संख्या 3309 के पृष्ठ 59 से 124 तक क्रमांक 32058 पर
दिनांक 29/11/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह
उप निबंधक : सराजिनीनगर
लखनऊ
29/11/2019





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 8517

आधार - आम आदमी कार्ड



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O: राम नरेश झा, जगन्नाथपुरी कॉलोनी, प्रियामऊ, फैजलपुर,
राधा कृष्ण मंदिर, लखनऊ, लखनऊ,
उत्तर प्रदेश - 226001

Address :
S/O: Ram Narash Jha, JAGANNATHPURI COLONY,
PRIYAMAU, NEAR RADHA KRISHNA MANDIR,
Lucknow, Lucknow,
Uttar Pradesh - 226001

3789 8795 4800
VID : 9137 0156 5516 8517

1947
1800 303 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru - 560 001



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



1800 300 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



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

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई-स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAKCP1057B

पावती संख्या /
Acknowledgement Number

882059100799166



Reason: NSDL PAN Sign
Location: Mumbai

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करी के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card". संलग्न पैन कार्ड में एनहांस क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAKCP1057B

नाम / Name
PARDOS DEVELOPERS PRIVATE
LIMITED



निगम/गठन की तारीख
Date of Incorporation/Formation
20/09/2018

इस कार्ड के खोने/पाने पर कृपया सूचित करें/वीटारें:

आयकर पैन सेवा इकाई, पन एस डी यूएल
5 वीं मंजिल, मंत्री स्टडींग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

If this card is lost / someone's lost card is found,
please inform / return to :

Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: timinfo@nsdl.co.in



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

नामांकन क्रमांक/Enrolment No.: 1207/00993/00737

To: Ashwin Sharma
(आश्विन शर्मा)
S/O Krishn Kumar Sharma
G1-38
BHAWANI MANDI ROAD
ODHYOGIK SHETRA
Jhalrapalan
Jhalawar
Rajasthan - 326023

Date: 05/08/2011

Ref. No : 00003229-00050765-00051882



UB 02956925 2 IN

आपका आधार क्रमांक / Your Aadhaar No. :

4735 6542 9897

आधार — आम आदमी का अधिकार



आश्विन शर्मा
Ashwin Sharma

जन्म वर्ष / Year of Birth : 1989
पुरुष / Male

4735 6542 9897



आधार — आम आदमी का अधिकार

Ashwin



भारत निर्वाचन आयोग
पहचान पत्र

ELECTION COMMISSION OF INDIA
IDENTITY CARD

TDC0271981



निर्वाचक का नाम : अजमत अली
Elector's Name : Ajamat Ali
पति का नाम : हाशिम अली
Husband's Name : Hashim Ali
लिंग / Sex : पुरुष / Male
जन्म की तारीख : XX/XX/1986
Date Of Birth : XX/XX/1986

TDC0271981

पता : 458/62, हातामिर्जा अली खां मुर्जा

लखनऊ

तहसील -

जिला - लखनऊ (उ.प्र.)-

Address : 458/62, Hatamijar Ali Khan Murja

Lucknow

Tehsil -

Distt. Lucknow (UP)-

Date : 27/12/2008

172-लखनऊ उत्तर निर्वाचन क्षेत्र के

निर्वाचक रजिस्ट्रीकरण अधिकारी के

हस्ताक्षर की अनुकृति

Facsimile Signature of Electoral

Registration Officer

for 172- Lucknow Uttar

43/1468

पता बदलने पर, नये पते पर आकर नाम निर्वाचक नामावली

बदल करवाने तथा उस पते पर इसी नम्बर का कार्ड पाने के

लिए सम्बन्धित फॉर्म में यह कदम बताना आवश्यक है।

In case of change in address, mention this

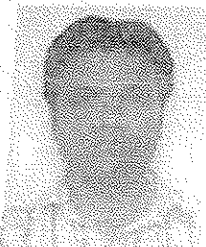
Card No. in the relevant Form for including

our name in the roll at the changed address

to obtain the card with the same number.

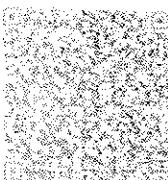


भारत सरकार
GOVERNMENT OF INDIA



संतनू कुमार
Santanu Kumar

जन्म तिथि: १५/०५/१९८५
पुलिस स्टेशन



6340 05 7526

आप आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O श्री प्रकाश, १४/१४, पुराना
बंगला बाजार, उदय गान्धी, लखनऊ-२२०००१
पिन: २२०००१

Address: S/O Sri Prakash, 14/14,
PURANA BANAG KHANA, UDAY
GANI, Lucknow, Lucknow-220001
Pin: 220001



पुलिस स्टेशन

P.O. Box No 1447,
Gurgaon-122001

Pb b+

Santanu