37

1 2587/16

BOOPALI PANDEY
Astt. Manager

SHCIL LUCKNOW

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.	:	IN-UP015957989877070
Certificate Issued Date	:	08-Jan-2016 04:32 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	:	SUBIN-UPUPSHCIL0101920057017735O
Purchased by	:	ANS DEVELOPERS PRIVATE LIMITED AND OTHERS
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	KHASRA NO.46, 47, 104, 150KA, 172, 180, 307, 317KA, 584, 637 AND 654 AT VILL-BAGHAMAU, DISTT-LKO.
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ANS CONSTRUCTIONS PRIVATE LIMITED
Second Party	:	ANS DEVELOPERS PRIVATE LIMITED AND OTHERS
Stamp Duty Paid By	:	ANS DEVELOPERS PRIVATE LIMITED AND OTHERS
Stamp Duty Amount(Rs.)	:	47,05,500 (Forty Seven Lakh Five Thousand Five Hundred only)

5505

E-STAMP LOCKED
SUB REG II LU

Please write or type below this line

WN 0004350732

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the 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.

37

2587/1

BOOPALI PANDEY
Astt. Manager

SHCIL LUCKNOW

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

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Consideration Price (Rs.)	:	0 (Zero)
First Party	:	ANS CONSTRUCTIONS PRIVATE LIMITED
Second Party	:	ANS DEVELOPERS PRIVATE LIMITED AND OTHERS
Stamp Duty Paid By	:	ANS DEVELOPERS PRIVATE LIMITED AND OTHERS
Stamp Duty Amount(Rs.)	:	47,05,500 (Forty Seven Lakh Five Thousand Five Hundred only)

5505

E-STAMP LOCKED
SUB REG II
LUCKNOW

----------Please write or type below this line----------

0004350732

Statutory Alert:

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3. In case of any discrepancy please inform the Competent Authority.

[illegible] अथवा पार्थी द्वारा रखा जाने वाला।

[illegible] (द्वितीय) क्रम सं0 5505

[illegible]

[illegible] पार्थना पत्र प्रस्तुत करने का दिनांक 18-Feb-2016

[illegible] या पार्थी का नाम ए.एन.एस.कान्स.प्रा.लि.द्वा.निदे.महेन्दर शर्मा

[illegible] प्रकार विक्रय अनुबंध विलेख

[illegible] की धनराशि 0.00 / 67,217,000.00

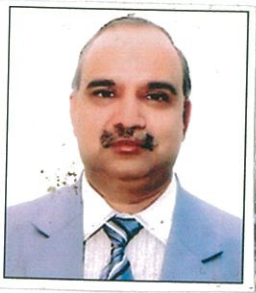
1. रजिस्ट्रीकरण शुल्क 20,000.0
2. प्रतिलिपिकरण शुल्क 340
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 20,340.0

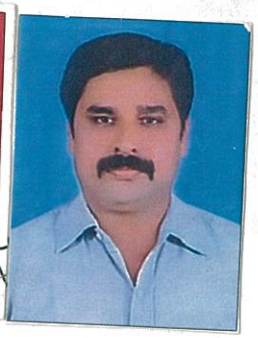
शुल्क वसूल करने का दिनांक 18-Feb-2016

[illegible] लेख प्रतिलिपि या तलाश प्रमाण पत्र [illegible] करने के लिए तैयार किया 18-Feb-2016

[illegible]करण अधिकारी के हस्ताक्षर







DETAILS OF INSTRUMENT IN SHORT

Ward /District	:	Lucknow
Mohalla/Village	:	Baghamau
Details of property (Property No.)	:	Khasra No. 150 Ka, No. 104 172, 180, 307, 584, 654, 637, 46,47,317 Ka
Standard of measurement	:	Sq.mtr.
Area of Property	:	20,910 sq. Mtr.
Type of Property	:	Open Land
Valuation	:	Rs. 6,72,17,000/-
Stamp duty		Rs. 47,05,500/-
No. of persons in First Part (1)		
Details of First Party		
ANS CONSTRUCTIONS PVT. LIMITED, (previously known as ANS Constructions Limited) a company incorporated under the Companies Act, 1956, having its registered office at E-2/Block B-1 Extension, Mohan Co-operative Industrial Estate,		

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

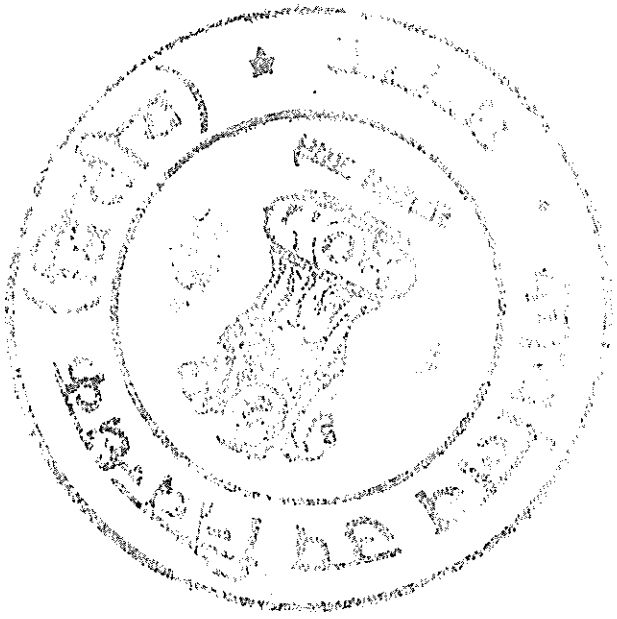
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAKPS7142R

नाम /NAME

MEHINDER SHARMA

पिता का नाम /FATHER'S NAME

AMAR NATH SHARMA

जन्म तिथि /DATE OF BIRTH

04-02-1969

हस्ताक्षर /SIGNATURE

आयकर निदेशक (प्रणालि)

DIRECTOR OF INCOME TAX (SYSTEMS)

9810798989

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

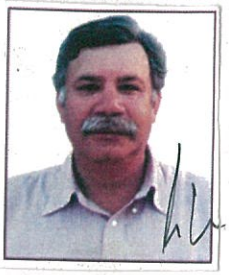
ANS DEVELOPERS PRIVATE LIMITED

01/09/2006

Permanent Account Number

AAFCA9848N

Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

AMIT K JHA

PASHUPATI JHA

14/01/1974

Permanent Account Number
AGGPJ9605C

Signature

9910381134.

भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

RXM2360444

निर्वाचक का नाम :
संजीव कुमार सिंह
Elector's Name :
SANJIV KUMAR SINGH
पिता का नाम : स्व. लालता सिंह
Father's Name : LATE LALTA SINGH
लिंग / Sex : पुरुष / Male
जन्मतिथि/ DOB : 15/12/1965

RXM2360444

पता - म.सं.2/342,
विश्वास खण्ड -2 गोमती नगर,
तहसील-लखनऊ, जिला-लखनऊ

Address- HNo.2/342,
Vish?vas Khand -2 Gomti Nagar,
TEH-Lucknow, DIST-Lucknow

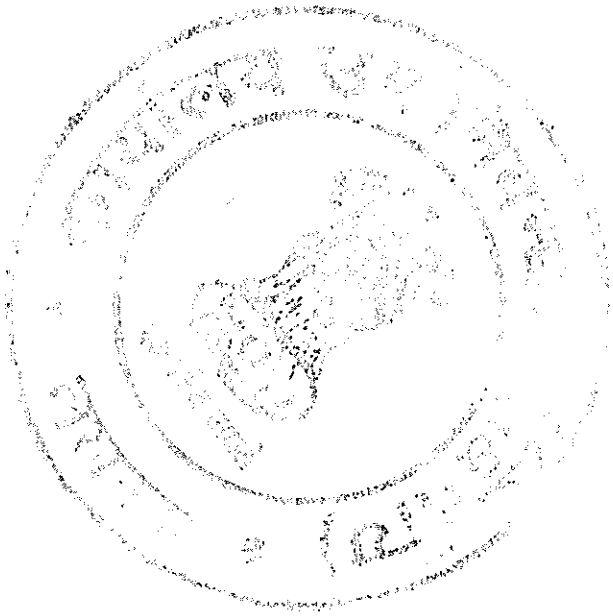
Date : 6-2-2012
173 - लखनऊ पूर्व निर्वाचन क्षेत्र के निर्वाचक रजिस्ट्रीकरण अधिकारी के हस्ताक्षर की अनुकृति

Facsimile Signature of the Electoral Registration Officer for 173 - Lucknow East - Constituency

293/1049

पता बदलने पर, नये पते पर अपना नाम निर्वाचक नामावली में दर्ज करवाने तथा उस पते पर इसी नम्बर का कार्ड पाने के लिए सम्बंधित फार्म में यह कार्ड नम्बर अवश्य लिखे

In case of change in address, mention this Card No. in the relevant Form for including your name in the roll at the changed address and obtain the card with the same number

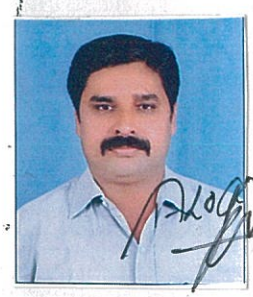


DUPLICATE

भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

LWM3505922

निर्वाचक का : अनिरूद्ध कुमार
Elector's Name : Aniroodva Kumar
पिता का नाम : स्व0 हनुमान
Father's Name : Sva 0 Hanuman
लिंग / Sex : पुरूष / Male
जन्म की तारीख
Date Of Birth : XX/XX/1981



9839373666

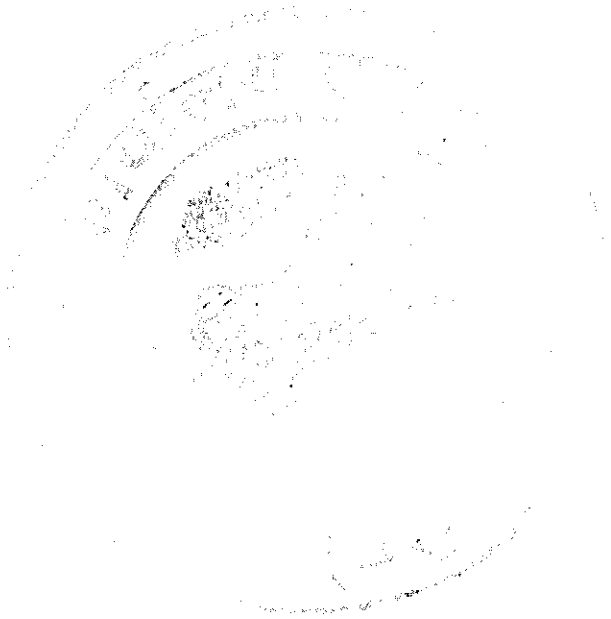
LWM3505922

पता : नया-62, पुरैयाखेड़ा , लखनऊ

तहसील - लखनऊ
जिला -लखनऊ (उ.प्र.)-
Address : Naya - 62, Puraiyakheda , Lucknow

Tehsil - Lucknow
Distt. Lucknow (UP)-
Date : 20-04-2009
171-लखनऊ पश्चिम
निर्वाचन क्षेत्र के निर्वाचक
रजिस्ट्रीकरण अधिकारी के
Facsimile Signature of Electoral
Registration Officer
for 171- Lucknow West 32/960

पता बदलने पर, नये पते पर अपना नाम निर्वाचक नामावली में दर्ज करवाने तथा उस पते पर इसी नम्बर का कार्ड पाने के लिए सम्बंधित फार्म में इस कार्ड का नम्बर अवश्य लिखें
In case of change of address, mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with the same number.



LICENSING AUTHORITY

LICENCE HOLDER' S SIGNATURE

933684 3774

INDIA DRIVING LICENCE
UTTAR PRADESH

DL. NO.	2680/91 B/C 4.3.91	ISSUED ON
NAME	M.D. N.TRIPATHI S/O M.R.J.TRIPATHI	
ADDRESS	4060 GULLE KI [illegible] LUCKNOW.	BLOOD GROUP
VEHICLE CATEGORY	M.C.CLL & LMV P[illegible]	
VALID UPTO	30.6.2021	RENEWED UPTO
LICENSING AUTHORITY	LKO. 1.7.71	DATE OF BIRTH

VALID THROUGHOUT INDIA

UNION OF INDIA **Driving Licence** (UP) (NT)

UP32A20070092430

जारी करने की तिथि
Date of Issue
19/02/2007

वैधता / Validity
(NT) 18/02/2027

जन्म तिथि
Date of Birth
15/08/1988

Blood Group
UNKNOWN

नाम / Name

BRIJESH KUMAR SHARMA

पिता/पति का नाम / Son/Daughter/Wife of

SIYA RAM SHARMA

Mob - 9839917625

UP32A20070092430

MCWG
19/02/2007

UP

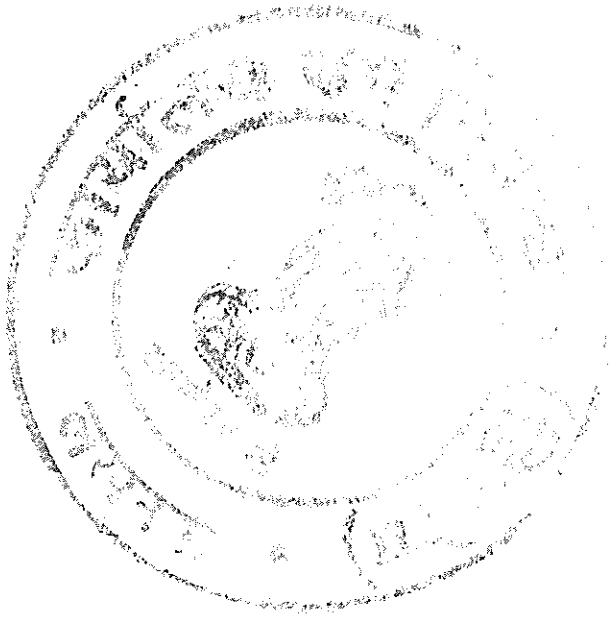
Form 7 Rule 16(2)

पता / Address
536/468, NEW MADEYGANJ NEAR
BARI PAKARIYA S.T.P. ROAD
LUCKNOW

Holder's Signature

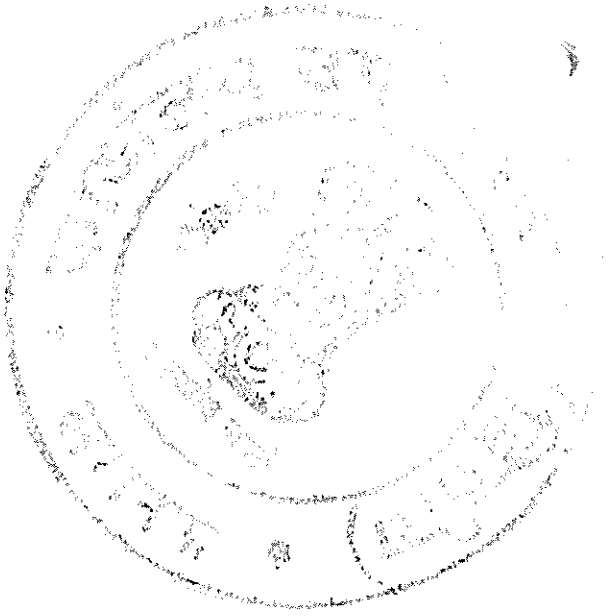
जारीकर्ता / Issuing Authority Sign
TRANS GOMTI LUCKNOW

Mob -- 9839917625



PHOTOGRAPH OF THE PLOT IN THE VILLAGE BAGHAMAU, TEHSIL & DISTT. LUCKNOW.

(First Party) (Second Party) (For OCCs No. 1-11) (For OCCs No. 12-25) (Confirming Party)



Matura Road, New Delhi and represented herein by its **Director/Authorised Signatory Mr. Mehinder Sharma** Authorised by Board Resolution Dated 17.12.2015
No. of persons in Second Part (1)
Details of Second Party
ANS DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, ANS House, Ashram, Mathura Road, New Delhi and represented herein by Mr. Syed Anwar Mahmood Rizvi son of Syed Mahmood Ali Rizvi, resident of 401/24, Abdul Aziz Nagar Road, Mehmood Nagar, Nakkhas, Lucknow
No. of persons in Third Party (25)
Details of Third Party (OCCs)
1) ANS INDUSTRIES LIMITED *(previously known as ANS AGRO INDUSTRIES LIMITED)*, ***2)*** SHARMA FARMS PVT. LIMITED, ***3)*** TAS DEVELOPERS PRIVATE LIMITED, ***4)*** OMKARESHWAR DEVELOPERS PRIVATE LIMITED ***5)*** ANS INFRASTRUCTURE PRIVATE LIMITED ***6)*** ANS FARMS PRIVATE LIMITED ***7)*** OM NAMAH SHIVAY ESTATE PRIVATE LIMITED ***8)*** M-TECH BUILDERS PRIVATE LIMITED ***9)*** ANS INFRATECH PRIVATE LIMITED ***10)*** CHATTERPUR FARMS PRIVATE LIMITED ***11)*** M-TECH APARTMENT PVT. LIMITED ***12)*** MEHINDER PROPERTIES PRIVATE LIMITED, ***13)*** ELEVENTH FLOOR PROPERTIES PRIVATE LIMITED ***14)*** HARI GANGA FARMS

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

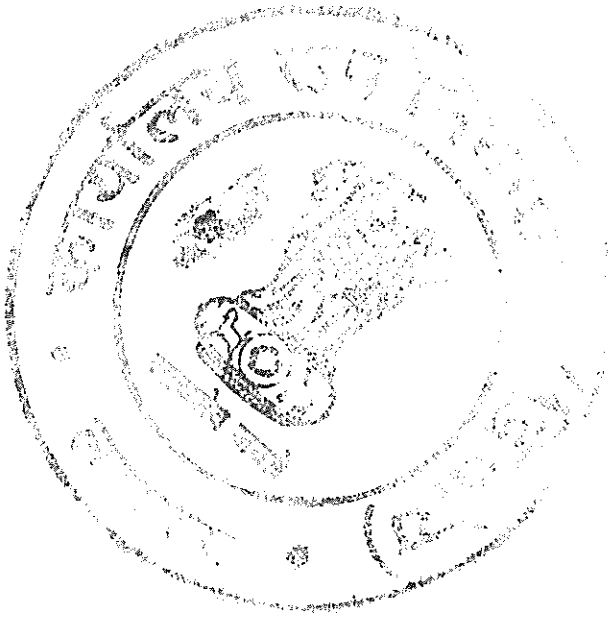
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



PRIVATE LIMITED ***15)*** JATADHARI PROPERTIES PRIVATE LIMITED ***16)*** SARASVATI INFOTECH PRIVATE LIMITED **17)** PRESTIGE HI-TECH CITY PVT. LTD. *(previously known as M-TECH PROPERTIES PRIVATE LIMITED)* ***18)*** TITANIUM BUILDWELL (P.) LTD. *(previously known as M-TECH BUILDWELL PRIVATE LIMITED)* ***19)*** IMPERIAL BUILDWELL PVT. LTD. *(previously known as M-TECH COMMERCIAL DEVELOPERS PRIVATE LIMITED)* ***20)*** PRESTIGE REAL ESTATE BUILDERS PVT. LTD. *(previously known as M-TECH REAL ESTATE BUILDERS PRIVATE LIMITED)* ***21)*** TITANIUM REALITY PROJECTS PVT. LTD. *(previously known as M-TECH REALITY PROJECTS PRIVATE LIMITED)* ***22)*** PRESTIGE HI-TECH DEVELOPERS PVT. LTD. *(previously known as M-TECH HI-TECH DEVELOPERS PRIVATE LIMITED)* **23)** PRESTIGE SAI HOUSING PVT. LTD. *(previously known as M-TECH SAI HOUSING DEVELOPMENTS PRIVATE LIMITED)* ***24)*** LEGACY BUILDWELL PVT. LTD. *(previously known as M-TECH DEVELOPWELL PRIVATE LIMITED) and* **25)** DEVRISHI DEVELOPERS PVT. LIMITED
No. of persons in Confirming Party (1)
M-TECH DEVELOPERS PVT. LIMITED, a company in corporate under the companies Act 1956 having its registered office at 114/2, Ashram, Mathura Road, New Delhi through its

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 12.01.2016

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("**Agreement**") is made and executed at Lucknow on this **11th day of February , 2016**:

BY AND BETWEEN

ANS CONSTRUCTIONS PVT. LIMITED, (previously known as ANS Constructions Limited) a company incorporated under the Companies Act, 1956, having its registered office at E-2/Block B-1 Extension, Mohan Co-operative Industrial Estate, Matura Road, New Delhi and represented herein by its **Director/Authorised Signatory Mr. Mehinder Sharma** Authorised by Board Resolution Dated 17.12.2015 (hereinafter referred to as "**ANSC/First Party**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in interest and permitted assigns) being the party of the First Part;

AND

ANS DEVELOPERS PRIVATE LIMITED, a company incorporated

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

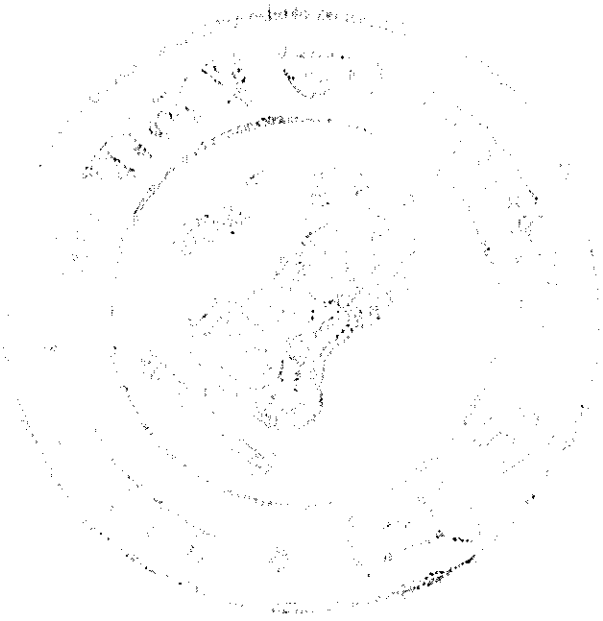
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



under the Companies Act, 1956, having its registered office at 144/2, ANS House, Ashram, Mathura Road, New Delhi and represented herein by **Mr. Syed Anwar Mahmood Rizvi son of Syed Mahmood Ali Rizvi, resident of 401/24, Abdul Aziz Nagar Road, Mehmood Nagar, Nakkhas, Lucknow-226001** its Director authorized by Board Resolution 01.09.2015 Dated (hereinafter referred to as "**ANS/Second Party**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in interest and permitted assigns) being the party of the Second Part;

AND

1) **ANS INDUSTRIES LIMITED (previously known as ANS AGRO INDUSTRIES LIMITED)**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram Mathura Road, New Delhi through its Auuhorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 09.11.2015
2) **SHARMA FARMS PVT. LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram Mathura Road, New Delhi through its Auuhorised Signatory Mr. Amit

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016

3) **TAS DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram Mathura Road, New Delhi through its Auuhorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016

4) **OMKARESHWAR DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram Mathura Road, New Delhi through its Auuhorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016

5) **ANS INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Auuhorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016

6) **ANS FARMS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road,

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

New Delhi; through its Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016

7) **OM NAMAH SHIVAY ESTATE PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016

8) **M-TECH BUILDERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016.

9) **ANS INFRATECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016.

10) **CHATTERPUR FARMS PRIVATE LIMITED**, a company incorporated under the Companies Act,

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

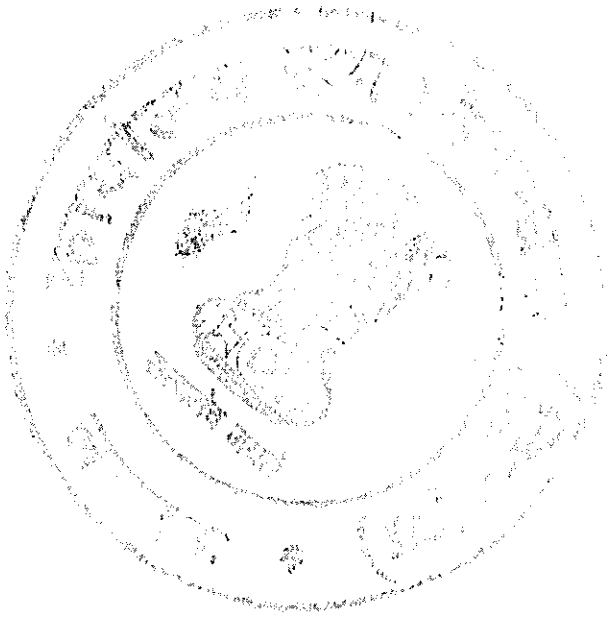
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 17.08.2006

11) **M-TECH APARTMENT PVT. LIMITED,** a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 11.01.2016

12) **MEHINDER PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

13) **ELEVENTH FLOOR PROPERTIES PRIVATE LIMITED** a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

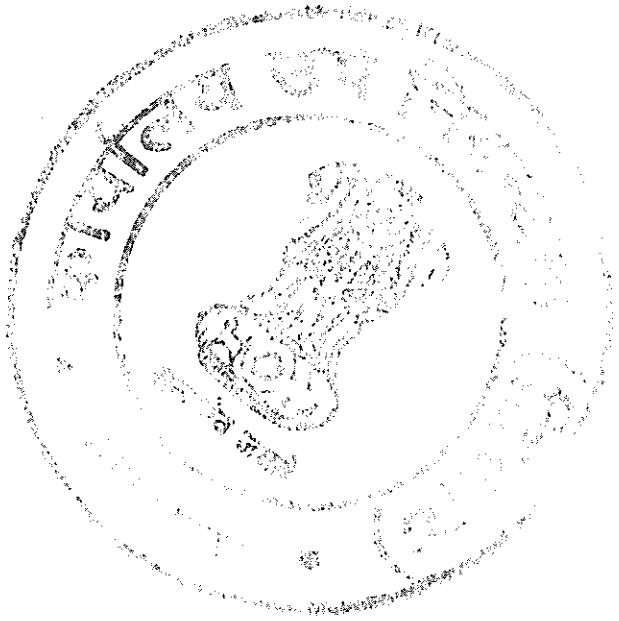
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



14) **HARI GANGA FARMS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

15) **JATADHARI PROPERTIES PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

16) **SARASVATI INFOTECH PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

17) **PRESTIGE HI-TECH CITY PVT. LTD. (previously known as M-TECH PROPERTIES PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, having its registered office at

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

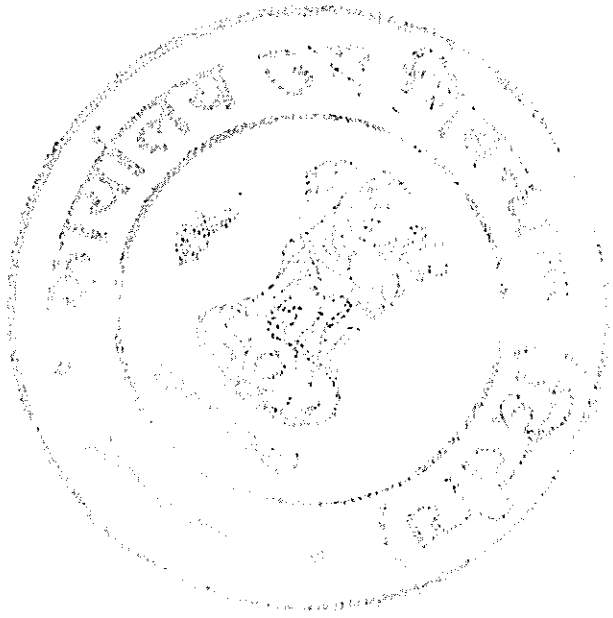
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



144/2, Ashram, Mathura Road, New Delhi; through it's Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

18) **TITANIUM BUILDWELL (P.) LTD. (previously known as M-TECH BUILDWELL PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Auuhorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

19) **IMPERIAL BUILDWELL PVT. LTD. (previously known as M-TECH COMMERCIAL DEVELOPERS PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

20) **PRESTIGE REAL ESTATE BUILDERS PVT. LTD. (previously known as M-TECH REAL ESTATE BUILDERS PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, having

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

21) **TITANIUM REALITY PROJECTS PVT. LTD. (previously known as M-TECH REALITY PROJECTS PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

22) **PRESTIGE HI-TECH DEVELOPERS PVT. LTD. (previously known as M-TECH HI-TECH DEVELOPERS PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

23) **PRESTIGE SAI HOUSING PVT. LTD. (previously known as M-TECH SAI HOUSING DEVELOPMENTS PRIVATE LIMITED)**, a company incorporated under

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

24) **LEGACY BUILDWELL PVT. LTD. (previously known as M-TECH DEVELOPWELL PRIVATE LIMITED)**, a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi;; and through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

25) **DEVRISHI DEVELOPERS PVT. LIMITED,** a company incorporated under the Companies Act, 1956, having its registered office at 144/2, Ashram, Mathura Road, New Delhi; through its Authorised Signatory Mr. Sanjiv Kumar Singh S/o Mr. Lalta Singh Authorised by Board Resolution Dated 01.09.2015

(Sl. No. 1 to 25 as above collective hereinafter referred to **OCCs/'Third Party'** which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in interest and permitted assigns) being the party of the **Third**

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

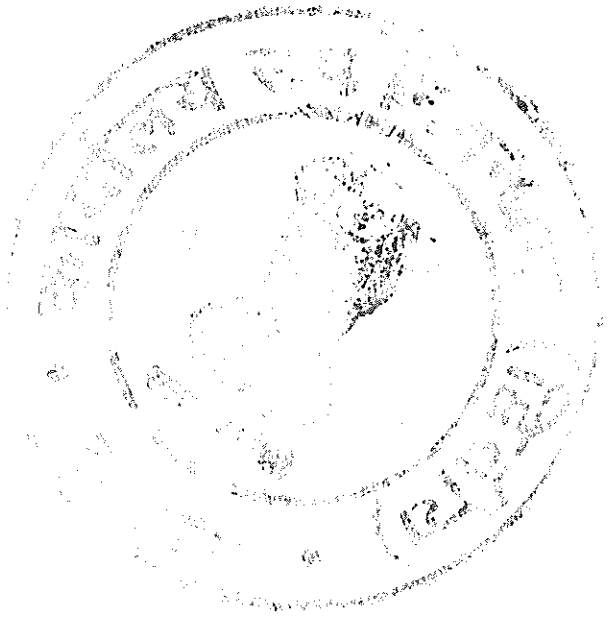
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



Part;

AND

M-TECH DEVELOPERS PVT. LIMITED, a company in corporate under the companies Act 1956 having its registered office at 144/2, Ashram, Mathura Road, New Delhi through its Authorised Signatory Mr. Amit Kumar Jha S/o Sri Pashupati Jha Authorised by Board Resolution Dated 12.01.2016 (hereinafter referred to as "**Confirming Party**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in interest and permitted assigns) being the party of the **Fourth Part;**

*(ANS Developers Pvt. Ltd. referred to as "**ANSD**" and ANS Constructions Pvt. Ltd. referred to as "**ANSC**")*
*(The OCCs, ANSC and ANSD shall hereinafter be individually referred to as the "**Party**" and collectively as "**Parties**".)*

WHEREAS the ANSC first party is the owner of land detailed in **ANNEXURE-II** attached here-in-after, situated at Village Baghamau, Pargana, Tehsil & District Lucknow.

AND WHEREAS the name of ANSC/First Party is duly mutated in Revenue Records.

For ANS Constructions Pvt. Ltd.
Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.
Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25
Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.
Authorised Signatory
(Confirming Party)

AND WHEREAS:

A. The OCCs along with ANSD on July 4th 2008 entered into an agreement to form a consortium with ANSC as lead member and with the object to approach the concerned Governmental authorities for the grant of Licenses (*as hereinafter defined*) for the development of various complexes including but not limited to integrated township in the State of Uttar Pradesh upon land located at village Baghamau, District Lucknow, Uttar Pradesh ("**Project Land**");

B. A license bearing number 161/C.E/2010 in terms of the policies laid down by the Government of Uttar Pradesh under Government Order 2236/Eight-1-06-45 Vividh/06 dated April 28, 2006 and Government Order 5093(1)/Eight-3-/155 Vividh/08 dated October 10, 2008 was granted for the development of the Project (*as hereinafter defined*), a housing scheme, at Village Baghamau, District Lucknow ("**Licenses**");

C. ANSD/Second Party is engaged in the business of *inter alia* development and construction of townships;

D. Accordingly, first party has appointed the second party for the development and construction of the Project at the Project Land;

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

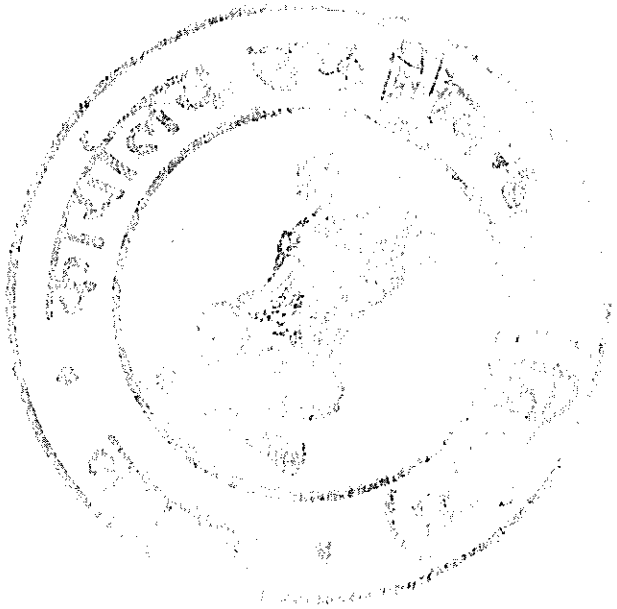
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



E. At a particular stage ANSC being the lead member expressed its inability due to financial and administrative reasons.

F. ANSD has been appointed as the lead member of consortium which has been approved by the concerned governing authority on 09.04.2013

G. As per the integrated township policy of government of Uttar Pradesh, Except the land holdings of ANSC, all the land holdings of the consortium members has been transferred to the lead member i.e. ANSD.

H. ANSC first party is the owner of the land detailed in **ANNEXURE-II**, situated at Village Baghamau, Pargana, Tehsil & District Lucknow. Which is an integral part of the township and part of consortium land pool.

I. ANSD, the Second Party will develop the whole township on the complete land holding of the consortium including the land of ANSC, First Party.

J. Accordingly, ANSC first party has appointed the ANSD second party for the development and construction of the Project at the Project Land;

K. In lieu of the land of ANSC being used for the township by

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

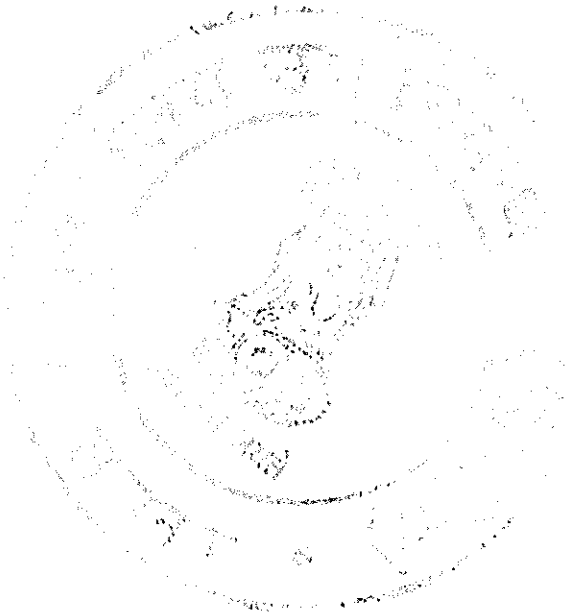
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



the Second Party (ANSD), ANSD shall provide 4,60,000 (Four Lacs Sixty Thousand) sq ft of FSI and a sum of Rs 6,70,00,000/- (Rupees Six Crores Seventy Lacs only) to ANSC first party.

After receiving the above said amount of Rs 6,70,00,000/- (Rupees Six Crores Seventy Lacs only) and FSI of 4,60,000 (Four Lacs Sixty Thousand) sq ft the entire land detailed in schedule will vest with ANSD for development of entire township and that ANSC will have no further claim on the aforesaid land in any manner whatsoever.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

For Definitions and Interpretations kindly refer to **ANNEXURE III**.

2. ARRANGEMENT

2.1 Subject to the terms and conditions of this Agreement, on and from the Effective Date, ANSC hereby irrevocably, absolutely and unconditionally agree to appoint ANSD as the Project developer to undertake development, promotion, selling, construction, marketing, planning, designing and sale of the Project over the Project Land (hereinafter collectively referred to as the "**Development Rights**", which

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
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For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

includes all the rights granted to ANSD in Clauses 3 and 7 below).

2.2 ANSD has already paid to ANSC an amount of Rs. 6,70,00,000/- (Rupees Six Crores Seventy Lacs Only) as per details given below, receipt whereof is hereby acknowledged by First Party as full and final amount of consideration for performance of their obligations as contained in this Agreement:-

(i). Rs. 2,70,00,000/- only (Rupees Two Crores Seventy Lacs Only) vide Cheque No. 093382, dated 31.10.2011, drawn on Yes Bank Ltd., Tulsi Complex, Hazratganj, Lucknow, Lucknow.

(ii). Rs. 1,80,00,000/- only (Rupees One Crore Eighty Lacs Only) vide Cheque No. 000253, HDFC Bank, Pranay Towers, Lucknow

(iii). Rs. 2,20,00,000/- only (Rupees Two Crores Twenty Lacs Only) vide Cheque Nos. 000258 to

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Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

000261, each of Rs. 55,00,000/-, drawn on HDFC Bank, Pranay Towers Branch, Lucknow.

(iv). ANSD further agrees to transfer/ assign rights with respect to 4,60,000 (Four Lacs Sixty Thousand) square feet of FSI in the Project Land as detailed hereinafter.

2.3 ANSC has already entered into an agreement with Standard Mall Pvt. Ltd., Provogue House off New Link Road, Andheri West, Mumbai (SMPL), where upon it has been agreed upon by ANSC to allot 2,50,000 sq ft of FSI in the Project Land to SMPL.

2.4 ANSC agrees and undertakes that the required FSI of 2,50,000 sq ft to be allotted to SMPL as per developer agreement dated 18.06.2011 (Document No. 7899/2011 duly registered in Book No. I Jild 11071 at pages 265 to 340 at serial No. 7899 on 18.06.2011 in the office of Sub-Registrar-II, Lucknow) and 210,000 Sq. Ft. of FSI required to be constructed for allotment of flats to the remaining applicants shall be subsequently transferred by ANSD in favor of ANSC as provided herein above. If any liability arises out in future, the same shall be met through the disposal of 4,60,000 sq ft of

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(THIRD PARTY)

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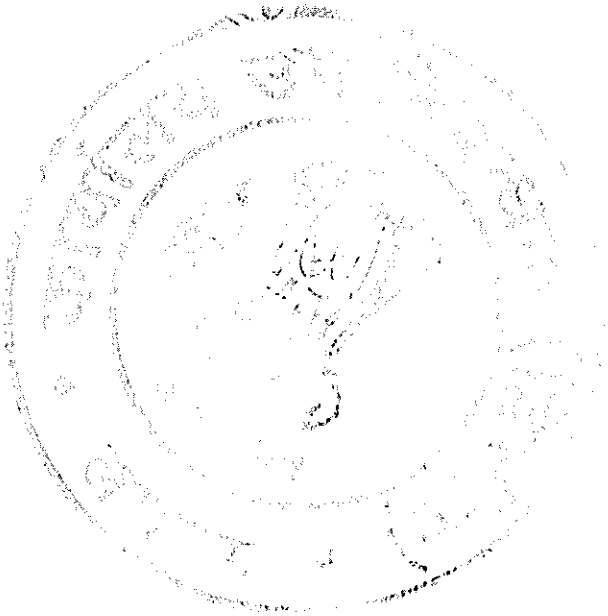

FSI only as provided in paragraph 2.2 (iii) above. ANSC also assures to the ANSD, that after the allotment of 4,60,000 Sq ft of FSI to ANSC by the ANSD from the Project Land, ANSD shall not be liable for any of the present or future commitment to any of the Parties or to the ANSC or to OCCs and all future allotments, development, encumbrances, dues and charges for the said FSI of 4,60,000 sq ft will be the responsibility of the ANSC and under no circumstances will be a liability of the ANSD. ANSC further agrees and undertakes that for FSI of 4,60,000 sq ft (four lacs sixty thousand sq ft) it shall pay its proportionate share towards all government charges, levies and taxes payable including EDC/IDC, city infrastructure development charges, charges for connection of various external services, electricity & fire fighting services, labour cess, etc. It is specifically agreed that after the allocation of above said 2,50,000 sq.ft. of FSI, balance 2,10,000 sq.ft. of FSI may be delivered to ANSC at any place at the convenience of second party.

2.5 That the aforesaid settled consideration is exclusive of external development charges (EDC) and city Development Charges; Road/Bunds Charges that may be payable to the Government or other authorities for purpose of development of aforementioned property. If proportionate External Development Charges are required to be paid by

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
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(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

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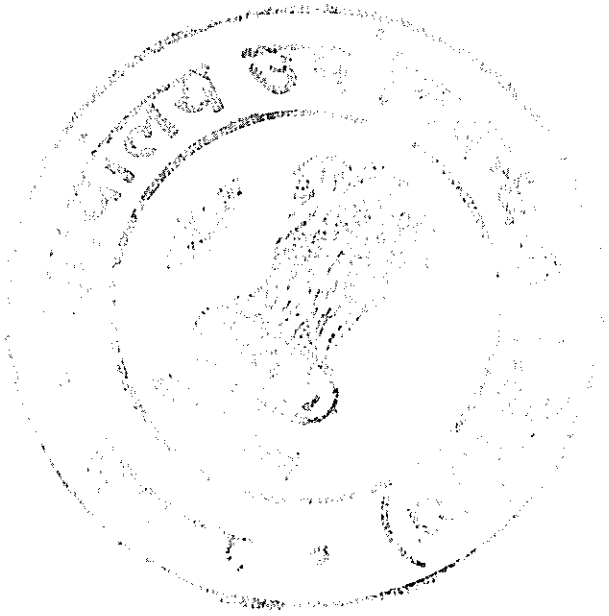
(Confirming Party)



the Developer to the Government or other authorities in advance (prior to sanctioning of permissions to development the said property), then and in such an event, the same shall be paid initially by the developer for all of its land . the ANSC shall reimburse the ANSD for such amounts (as being proportionate to the area of the said property viz. in proportion that he area of the said property bears to the total area of the approved DPR) at the time of handing over the land by the developer to land owner. The Land owner shall be liable to do the internal infrastructure development with in the area of the said property at its own cost.

2.6 The ANSD shall provide the following common amenities upto the boundary of the said land facing the road main approach Roads with street light, storm water drains and water mains, adequate electricity lines including cabling for supply of power, adequate sewage treatment plants.

2.7 That ANSC shall pay to the ANSD cost for the said Services, at Rs. 90/- (Rupees Ninety Only) per sq. ft. of FSI/FAR that is available for development on the said property over and above external development charges and internal development charges. It is agreed that such charges shall be paid by the ANSC to the ANSD on specific performance of the services detailed above. The ANSC shall

For ANS Constructions Pvt. Ltd.

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For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
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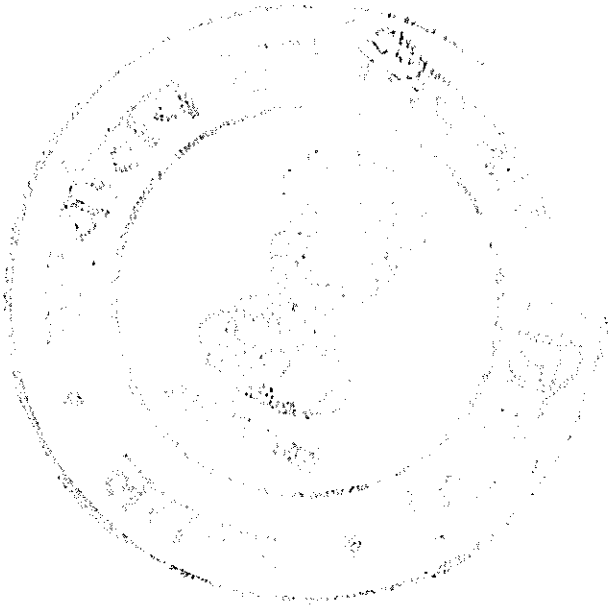

not be allowed to carry out construction ; sell FSI/FAR or transfer the said land to any other person without clearance of all the dues/Charges detailed above provided if ANSC intends to carry out construction on the said land or to do any other act, then ANSC shall have to pay the agreed cost detailed above in full to the ANSD who (i.e. the Developer) will issue a letter to intimate ANSC of the time schedule for completing the amenities.

3. APPOINTMENT

3.1 ANSC hereby appoints ANSD to be the developer under this Agreement and on the terms stated in **ANNEXURE III**.

4. The party of the First Part ANS Constructions Ltd. do hereby appoint, nominate and constitute ANS Developers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 308, Third Floor, Tulsiani Chambers, Nariman Point, Mumbai to be the true and lawful attorneys in the name and on behalf of party of the First Part (ANSC) to do and/or execute, perform or cause to be done, executed and performed from time to time, at their sole discretion jointly or severally all or any of the following acts, deeds or things,

1. To enter the Land, survey the same, prepare layout and service building plans, detailed drawings etc. To sign and apply and follow up with all the concerned regulatory authorities, the matters relating to grant of licenses,

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

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(THIRD PARTY)

For OCCs No. 12 to 25

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(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

approvals, sanctions, consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Land, to obtain sanctions and approvals of layout plan, building plans, zoning plans, completion certificates etc., as required under applicable laws, rules, regulations, orders, notifications for the development, construction and completion of buildings, structures for residential/ hotel/ commercial/ retail/ entertainment and, or recreation purposes on the Land and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of ANSC and the OCCs , as required from time to time in connection therewith;

2. To do all such acts, deeds and things as may be required to landscape the Land or carry out, or cause to be done, all technical and engineering activities for making the Land fit and proper for the purposes of the development and construction;

3. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Land from the concerned authorities;

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
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(THIRD PARTY)

For OCCs No. 12 to 25

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(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

4. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant Government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Agreement;
5. To appear and act either personally or through their agent or authorized officers before all authorities, courts, tribunals, officers of the Government/ semi government/ local bodies and/ or any other statutory bodies for and in connection with the above purposes;
6. To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Land;
7. To apply for and obtain any renewals of any licenses, approvals, sanctions, consents and registrations and to apply for and obtain transfer of any such licenses, approvals, sanctions, consents and registrations in favour of transferees of buildings/units;
8. To develop the Land on such terms and conditions as may be deemed fit and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage, charge,

For ANS Constructions Pvt. Ltd.

Director/Authorised Signatory
(FIRST PARTY)

For ANS Developers Pvt. Ltd.

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For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

lease, license or otherwise deal with the buildings/ units therein in any manner as they may deem fit in order to give effect to the provisions of the Agreement;

9. To raise loans and/or other financial assistance by offering the Land as security to pay loans, other financial facilities and assistance from such persons and/or institutions and on such terms as ANSD may deem fit;

10. At the cost of the OCCS and ANSC, to perfect the title to the Land (if any defect is found therein) by making such lawful compromises and/or payments as may be necessary therein to any claimant of right or interest in the Land to remove any encroachments or squatters;

11. To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of the above and as may be necessary to be done on behalf of or by ANSD in relation to the Agreement;

12. To execute all relevant agreements or term-sheets or memorandums of understanding and sale/lease deeds in favour of prospective buyers/lessees for transfer of the buildings or any units thereof, easementary rights and other relevant appurtenants and rights and intents and in this regard to also do the following:

(a) to sign and execute all applications and other

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(FIRST PARTY)

For ANS Developers Pvt. Ltd.

Director /Authorised Signatory
(SECOND PARTY)

For OCCs No. 1 to 11

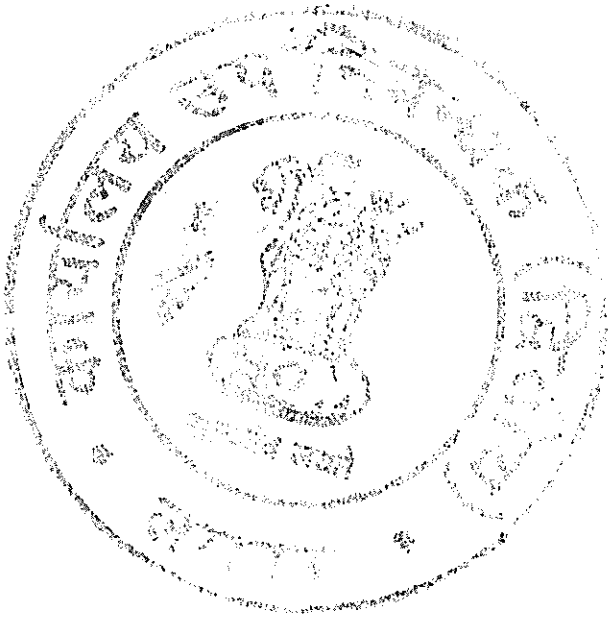
Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

Authorised Signatory
(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)



documents that may be required to secure mutation of the Land in the records of all concerned authority(ies) having jurisdiction and/or connected with the property including but not limited to revenue, tehsil, Ziledar, Patwari, Assessor & Collector, Town & Country Planning and the like;

(b) to sign and execute all such documents that may be required in connection with the said mutation of the Land including rectification of records and consent letters; and

(c) to represent before the officers of all concerned authority(ies) to secure mutation of the Land and to give any statement, affidavit, application, undertaking or any other documents that may be required;

13. To represent us before the concerned municipal corporation/ electricity board/ jal board or any other concerned authority in respect of electricity and water connections or any matter relating thereto including filing various applications; and

14. To delegate any or all of the powers as mentioned above or any other, for or on behalf of the OCCs and ANSC, to one or more persons and to revoke such delegation of authority at pleasure.

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(THIRD PARTY)

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Authorised Signatory
(Confirming Party)

AND the first party undertakes to ratify and confirm all and whatsoever ANSD shall or may lawfully do or cause to be done in connection with and by virtue of these presents.

5. REPRESENTATIONS AND WARRANTIES

Each of the Parties represent and warrant to the other that:

5.1 It has the power and capacity to execute and deliver this Agreement and entering into the transactions contemplated herein;

5.2 This Agreement has been duly executed by it and upon execution and delivery, will be a legal, valid and binding obligation of such Party enforceable in accordance with its terms;

5.3 The execution and delivery of this Agreement by it and the promises, agreements or undertakings of such Party contained in under this Agreement do not violate any law, rule, regulation or order applicable to them or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which the such Party is a party or which are applicable to such Party.

6. RIGHTS AND OBLIGATIONS

6.1 Rights and Obligations of ANSC

6.1.1 ANSC shall, at all times, be responsible for obtaining all

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For M-Tech Developers Pvt. Ltd.

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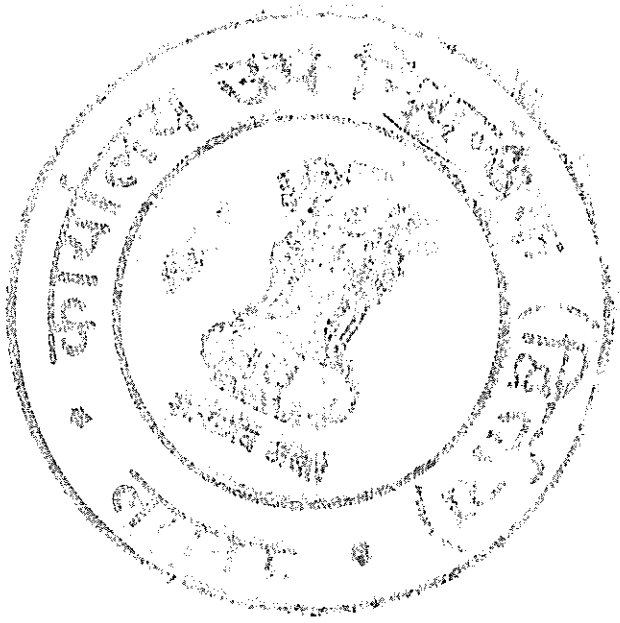

Approvals for the construction and development of the Project over the Project Land from the concerned authorities. ANSC and the OCCs shall extend all necessary co-operations to ANSD and do all acts and deeds as may be required by ANSD for obtaining such Approvals, including providing power of attorneys and board resolutions wherever necessary.

6.1.2 If any booking/advance is taken by first party as against this land, it shall be sole responsibility of First party & Confirming Party. The second party shall in no way be responsible for such booking if any.

6.1.3 ANSC shall extend necessary co-operation to ANSD and do all such acts and deeds as may be required for execution of sale deeds and other documentation in favour of the prospective purchasers of the premises constructed on the Project Land.

6.1.4 Notwithstanding anything contained herein, ANSC shall not (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Project Land or any rights or entitlements, including any Development Rights in the Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Project

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(Confirming Party)

Land (or any rights or entitlements, including any Development Rights in the Project Land), in any manner whatsoever with any other person; (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Project Land (or any rights or entitlements, including any Development Rights in the Project Land); and (iv) disclose any information pertaining to this Agreement or the Project Land to any other person.

6.1.5 ANSC hereby represents and undertakes that (i) ANSC has not entered into, nor has it authorized any person to enter, any arrangement or agreement for sale/ lease/ license/ allotment whether flat buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment, unit or any other space/ area, to be developed or constructed over the Project Land; and (ii) ANSC has not accepted any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Project Land after date of first payment paid by the Second Party to the first party i.e. 31.10.2011.

6.1.6 ANSC hereby agrees, undertakes and acknowledges that ANSD shall be entitled to enter into any arrangement or agreement for sale/ lease/ license/ allotment whether flat

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(Confirming Party)

buyer agreement, plot buyer agreement or villa buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Project Land; and to accept or receive any request for booking or allotment of sale/ lease/ license of any plot, flat, apartment or any other space/ area, to be developed or constructed over the Project Land.

6.1.7 Notwithstanding anything contained herein, ANSC agrees, acknowledges and undertakes that ANSC or any person acting through or under it, shall not, at any time after the Effective Date, have any right, entitlement or claim of any nature whatsoever, on the built up area and/ or any part of the Project on the Project Land.

6.1.8 For all court cases if any even in future the entire responsibility shall rest upon the First party & Confirming Party. The Second Party OCCs Shall not be responsible for any settlement/compensation.

6.2 Rights and Obligations of the OCCs

6.2.1 The OCCs hereby agree and confirm that they shall acquire and procure, and, or, provide all requisite assistance to ANSD for acquisition of any additional area of land situated on the Project Land to enable ANSD to exercise their

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Director/Authorised Signatory (FIRST PARTY)		Director /Authorised Signatory (SECOND PARTY)
For OCCs No. 1 to 11	For OCCs No. 12 to 25	For M-Tech Developers Pvt. Ltd.
Authorised Signatory (THIRD PARTY)	Authorised Signatory (THIRD PARTY)	Authorised Signatory (Confirming Party)

Development Rights for the development and construction of the Project, out of the funds provided by ANSD.

6.2.2 The OCCs hereby agree, undertake and acknowledge that ANSD shall be entitled to enter into any arrangement or agreement with any landowner in the Project Land in order to purchase/acquire the un-acquired land in the Project Land and also for the purpose of acquiring the Development Rights in accordance with the terms and condition of the License and other Approvals pertaining to such un-acquired land.

6.2.3 The OCCs shall extend necessary co-operation to ANSD and do all such acts and deeds as may be required for execution of sale deeds and other documentation in favour of the prospective purchasers of the premises constructed on the Project Land.

7. RIGHTS AND OBLIGATIONS OF ANSD

7.1 Development of the Project

ANSD shall be entitled to do/ perform all acts things, deeds and matters pertaining to the development of the Project on the Project Land as contemplated under this Agreement (including the land to be acquired in future for which supplementary agreement may be executed between the parties separately).

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(THIRD PARTY)

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7.2 Development Rights

7.2.1 ANSD shall be entitled to appoint a Project team of their choice, and also submit the plans prepared for sanction and apply for quotas of all controlled building material such as cement, steel etc. to the relevant authorities.

7.2.2 ANSD shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Project over the Project Land on the basis of the sanctioned plans by the governmental authorities and in seeking compliance with the statutory approvals and applicable laws.

7.2.3 ANSD shall be entitled to remain in possession of the Project Land or part thereof till the completion of the Project and the sale of the entire premises constructed thereon.

7.2.4 ANSD shall be entitled to execute documents of transfer, deeds and writings of transfer as may be required in respect of the premises to be constructed on the Project Land or any part thereof in favour of any transferees and shall solely be liable to such transferees/ third party without any reference to ANSC.

7.3 Marketing, Booking and Selling Rights

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7.3.1 ANSD shall be entitled to book and sell the area developed in the Project in such manner as they may deem fit without requiring any consent from ANSC and the OCCs and shall be entitled to take all decisions relating to the exercise of the Development Rights and marketing of the premises/ built-up area constructed on the Project Land.

7.3.2 ANSD shall be entitled to receive the consideration for all the bookings and selling of the area developed in the Project. ANSD shall enjoy full, free, uninterrupted, exclusive and irrevocable marketing rights of the premises and the built-up area to be constructed on the Project Land or part thereof by way of sale/ lease/ license or any other manner of transfer or creation of third party rights therein, and enter into agreements with such transferee/s as they deem fit and on such marketing, receive the full and complete proceeds in their own name on such marketing and give effectual receipts and hand over possession / use / occupation of the premises/ built-up area to be constructed on the Project Land or any part thereof.

7.4 Right to deal with Government Authorities

ANSD shall, on behalf of ANSC, deal with all the concerned government authorities including the Lucknow Development Authority (LDA) and the Government of Uttar Pradesh and all its ministries and departments,

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Government of India and all its ministries and departments, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and apply for, deal with, appear before and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Project Land or any part thereof and the marketing of the premises to be constructed thereon. ANSC shall provide all requisites documents, power of attorney, board resolutions to ANSD to fulfil all/ any such obligation of this Agreement.

7.5 Other Rights

7.5.1 ANSD shall be entitled to create mortgage or charge or any other encumbrances over the Project Land for the purposes of obtaining lending/ financing/ guarantees for development and construction of the Project or for any payment of license fees/ charges or any other statutory or government levies for development/ construction on the Project Land or for any customer financing for the buyers of the apartments in the Project or for anything pertaining to development/ construction of the Project. The OCCs and ANSC shall execute and register all documents/

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agreements/ letters/ undertakings that may be required by ANSD for any such lending/ financing or mortgages/ charges/ encumbrance.

7.5.2. ANSD shall be free to appoint a professional agency for the maintenance of the buildings and various services on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by ANSD or such agency as the case may be. The agreements to lease or sale or other documents executed with the prospective lessees or buyers including the memorandums of understanding to be executed with such lessees or transferees may have suitable provisions for the same. However ANSD shall have the preemptory right to purchase the F.S.I. area agreed/earmarked for ANSC the Party of the First Part.

7.6 Obligations of ANSD

7.6.1 ANSD shall be responsible for development of the Project at their own cost and expense in conformity with all approvals, applicable laws, statutory compliances and sanctioned plans.

7.6.2 ANSD shall, based on the plans as approved and secured from the concerned Governmental Authorities, develop the Project Land.

7.6.3 All facilities and amenities in the buildings shall be

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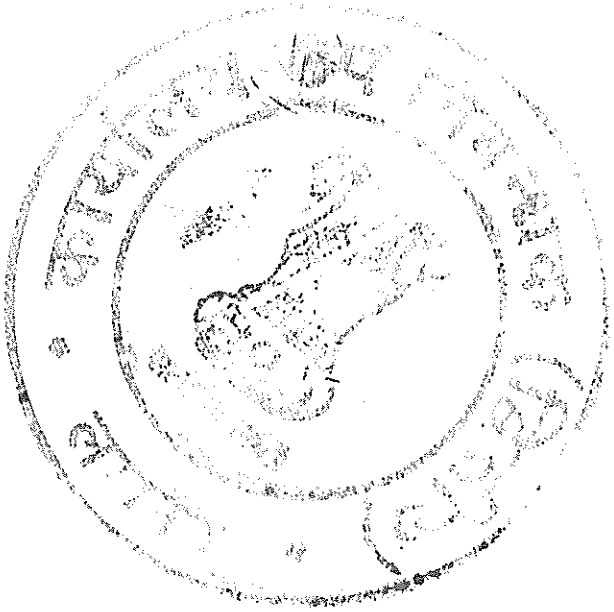

provided by ANSD. The development shall be carried out in accordance with the Detailed Drawings.

7.6.4 ANSD shall provide all facilities and amenities to the Project Land and carry out all the infrastructural work, including leveling, water storage facilities, water mains, sewerage, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed building/s to be constructed on the Project Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.

7.6.5 ANSD shall employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work in accordance with the applicable laws and statutes.

7.6.6 ANSD shall be free to modify, if permitted under Applicable Law, the Detailed Drawings and the Specifications or make alterations form time to time. ANSD shall also be entitled to prepare new plans for the development of the Project Land as they deem fit.

7.6.7 ANSD shall, adhere to the Sanctioned Plan in executing the Project, provided that ANSD shall be entitled to make alterations/ adjustments in the Buildings to the extent permissible under the Applicable Law in any manner they

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(Confirming Party)

may deem fit and proper.

7.6.8 ANSD shall be entirely responsible for the construction and development of the Project Land and shall accordingly be entitled to appoint the Project team.

7.6.9 ANSD shall be liable to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities relating to the development of the Project Land or any part thereof. The OCCs and ANSC shall provide all necessary cooperation and documents to fulfil such obligation of ANSD.

7.6.10 All outgoings and statutory dues in respect of the Project Land, including any fees in respect of conversion of land use or property taxes etc. shall be borne by ANSD. Further, all outgoings and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the construction and development of the Project shall be borne by ANSD on their own behalf and also on behalf of ANSC.

7.6.11 ANSD shall be entitled to obtain part occupation

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certificate/s/occupation certificate/s in respect of premises to be constructed on the Project Land from time to time and upon completion of the Project and the marketing of all the premises thereon constructed, obtain completion certificate(s). ANSC shall provide all requisites documents, Power of Attorney, Board Resolutions to ANSD to fulfil all/ any such obligation of this Agreement.

8. COST AND EXPENSES

8.1 **Payments**

On the completion of the Project, ANSD shall pay to the OCCs an amount equivalent to the cost of acquisition of the land already acquired by the OCCs, as mentioned in the sale deeds of such acquired land ("**Cost of Acquisition**") in addition to an amount equivalent to 10% (ten percent) of such Cost of Acquisition.

8.2 The Parties agree that the amount of IDC, EDC, city infrastructure development charge, entire amount required for the cost of construction of the said Project including the charges and fees of the Architect(s), engineers, contractors, preparation of Plans as also all other statutory fees and charges incidentals including enhancements and all amounts required to be paid towards fire fighting charges, electricity and water security charges, extension fee, compounding charges, any type of renewal charges,

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payable on and from the Effective Date to the Government and/or any other authority for the provision of peripheral or external services/ amenities to the said Project on the development shall be wholly to the account of ANSD. However ANSC agrees and undertakes that it shall pay its proportionate share for FSI of 4,60,000 sq ft (Four lacs Sixty Thousand sq ft) towards all government charges, levies and taxes payable including EDC/ IDC, city infrastructure development charges, charges for connection of various external services, electricity & fire fighting services, labour cess, etc. cost of construction of 4,60,000 sq. ft. to be borne by ANSC or any other purchaser of this FSI over and above Rs. 90/- per sq. ft. mentioned hereinabove.

8.3 From the Effective Date, all costs in respect of the Approvals required for the Project on the Land shall be borne by ANSD. The OCCs and ANSC shall extend all assistance and do all acts and things as may be required by ANSD for obtaining such Approvals.

8.4 ANSD shall be responsible for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for

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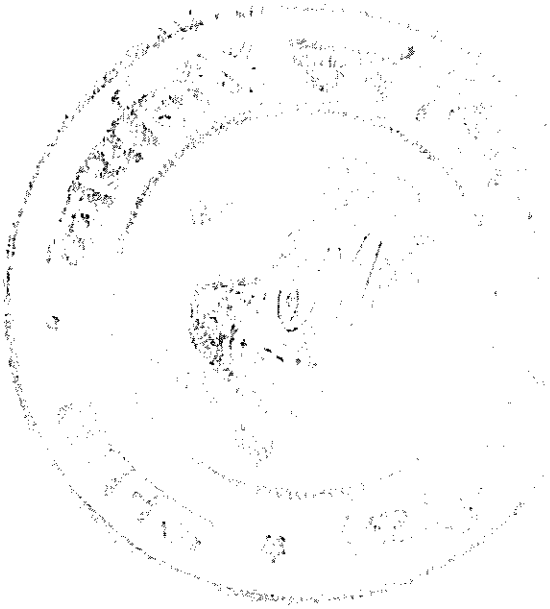

any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during construction shall be settled and cleared by ANSD.

9. TAXES

9.1 Each Party shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.

9.2 All taxes payable with regard to the development, construction marketing and sale of Project on and from the Effective Date, including but not confined to service tax, shall be paid solely by ANSD.

10. NAME OF THE PROJECT, PUBLICITY AND SIGNAGE

ANSD shall have full right to name and brand the Project on the entire Project Land and shall be the sole owner of the brand name of the Project. ANSD shall have the right to put sign board(s) in the Project Land for advertising for sale and disposal of the built areas in the Project Land and publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.

11. TERMINATION

11.1 This Agreement shall take effect on the Effective Date and

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(Confirming Party)

shall remain in force and be irrevocable in accordance with the terms hereof. Without prejudice to its rights under law, in the event of breach of any terms and conditions of this Agreement by any Party, the other Party shall be entitled to seek specific performance of this Agreement against the defaulting Party but neither Party shall be entitled to terminate this Agreement.

11.2 The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same shall not affect the development of the Project in any manner whatsoever.

12. INDEMNITY

Each Party ("**Indemnifying Party**") shall keep indemnified and hold harmless the other Party ("**Indemnified Party**") against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) which may be suffered or incurred directly, or indirectly on account of failure on the part of Indemnifying Party to discharge its liabilities and/or obligations under this Agreement or on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, provided that such failure to discharge such obligations is not on account of

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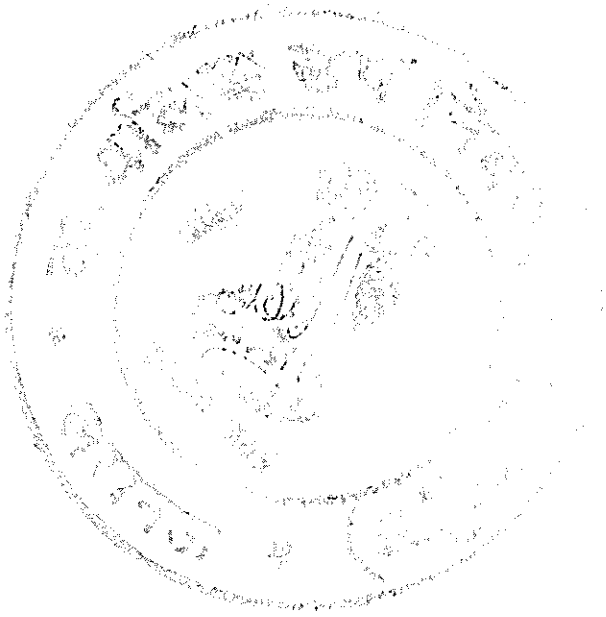

any wilful act or omissions of the Indemnified Party.

13. NOTICES

13.1 Unless otherwise stated, all notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may be given by facsimile, by personal delivery or by sending the same by pre-paid registered mail or by recognized courier addressed to the relevant Party at its address or fax number set out below (or such other address or fax number as the addressee has seven (7) days' prior written notice specified to the other Parties

13.2 Any notice required or permitted to be given hereunder shall be effectively served (i) if delivered personally, upon receipt by the other Party; or (ii) if sent by prepaid courier service, registered mail, within seven (7) days of being sent; or (iii) if given or made by facsimile, upon receipt of a transmission report confirming dispatch. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

14. CONFIDENTIALITY

14.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by any Party. Each Party

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shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

(a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or

(b) is disclosed with the consent of the Party who supplied the information; or

(c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or

(d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or

(e) is generally and publicly available, other than as a result of breach of confidentiality by the Person

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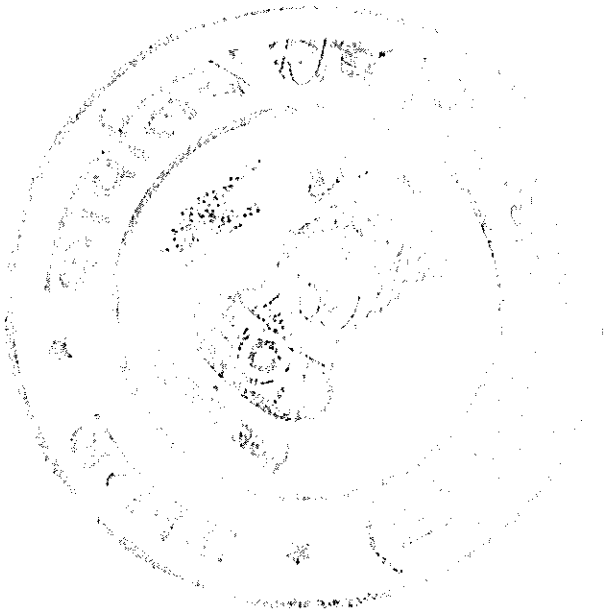

receiving the information.

15. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. The Courts at Lucknow shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this Agreement.

16. DISPUTE RESOLUTION

16.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in Lucknow in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to the Sole Arbitrator to be appointed by ANSD, whose Award shall be effective and binding upon both the parties. The venue of arbitration shall be at Lucknow and the Courts of Lucknow alone shall have exclusive jurisdiction to try and entertain any proceedings under the above Act. The language of the arbitration proceedings shall be English.

16.2 The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their

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(SECOND PARTY)

For OCCs No. 1 to 11

Authorised Signatory
(THIRD PARTY)

For OCCs No. 12 to 25

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(THIRD PARTY)

For M-Tech Developers Pvt. Ltd.

Authorised Signatory
(Confirming Party)

respective obligations under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

17. MISCELLANEOUS

17.1 **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

17.2 **Binding:** This Agreement binds the Parties to continue as a part of the consortium and also part of this Agreement till the completion of the Project.

17.3 **Time:** Any date or period as set out in any Clause of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

17.4 **Independent Rights:** Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

17.5 **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one

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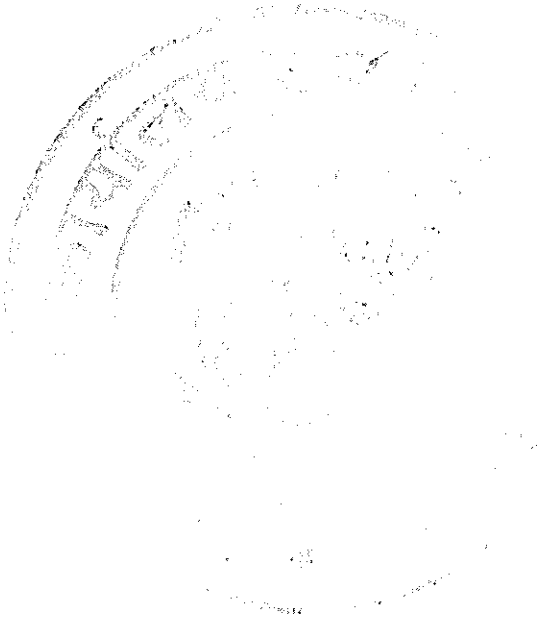

and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

17.6 **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.

17.7 **Assignment:** ANSD, under this Agreement, solely hold the rights of assigning any rights or duties/ liabilities to any third party. ANSC shall not be entitled to assign any rights or obligations under this Agreement to any third party.

17.8 **Waiver:** No waiver shall be valid unless given in writing by the Party from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

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17.9 **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

17.10 **Costs:** ANSD shall bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of this Agreement shall be borne by ANSD.

17.11 **Supersession**: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement prior to execution of this agreement.

17.12 **Specific Performance**: This Agreement shall be specifically

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enforceable in accordance with the terms hereof, at the instance of either of the Parties.

18. The for practical working Party of the Second Part/ANSD shall represent/act as lead member.

19. The subject matter of this agreement is land measuring 2.0910 Hect = 20910 Sq. Mtr. valuation whereof for first 1000 @ 4500 = 45,00,000/- for balance 19910 x 4500 - 30% = 61716500, total comes to Rs. 6,72,16,500/- say Rs. 6,72,17,000/- on which a stamp duty of Rs. 47,05,500/- is paid **vide E-Stamp Certificate No. IN-UP015957989877070 Dated 08.01.2016** as per Article 5-b-2 of Schedule- 1-B of the Stamp Act.

ANNEXURE-I

SCHEDULE OF PROPERTY

Khasra No. 150 Ka, measuring 0.190 Hectare, Khasra No. 104 measuring 0.053 Hectare, Khasra No. 172 measuring 0.633 Hectare, Khasra No. 180 measuring 0.042 Hectare, Khasra No. 307 measuring 0.028 Hectare, Khasra No. 584, measuring 0.088 Hectare, Khasra No. 654 measuring 0.438 Hectare, Khasra No. 637 measuring 0.210 Hectare, Khasra No. 46 measuring 0.013 Hectare, Khasra No. 47 measuring 0.339 Hectare, Khasra No. 317 Ka, measuring 0.057 total measuring 2.091 Hectare,

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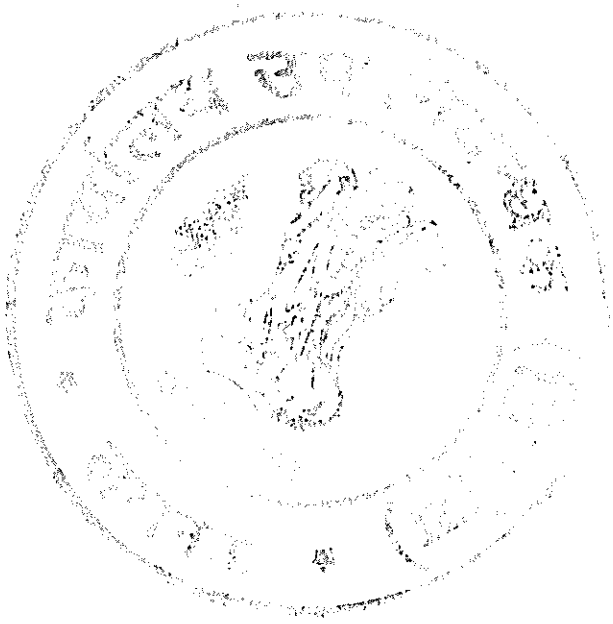

situated at Village Baghamau, Pargana, Tehsil & District Lucknow and bounded as under :- **Boundary of Khasra No. 150 ka :-**

North : Khasra No. 140, 144
South : Khasra No. 173 to 180
East : Khasra No. 145 to 149, 181
West : Khasra No. 151, 152, 171, 154

Boundary of Khasra No. 104

North : Khasra No. 105, 106
South : Khasra No. 137
East : Khasra No. 132
West : Khasra No. 105, 107

Boundary of Khasra No. 172

North : Khasra No. 178
South : Khasra No. 171
East : Khasra No. 173
West : Khasra No. 170, 159, 161

Boundary of Khasra No. 180

North : Khasra No. 179
South : Khasra No. 150
East : Khasra No. 181
West : Khasra No. 179

Boundary of Khasra No. 307

North : Khasra No. 310
South : Khasra No. 645
East : Khasra No. 306, 678
West : Khasra No. 308

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Boundary of Khasra No. 584

North : Khasra No. 583
South : Khasra No. 585
East : Khasra No. 578
West : Khasra No. 562

Boundary of Khasra No. 654

North : Khasra No. 307, 308, 668
South : Khasra No. 653
East : Khasra No. 655
West : Khasra No. 369

Boundary of Khasra No. 637

North : Khasra No. 634
South : Khasra No. 624
East : Khasra No. 638
West : Khasra No. 636

Boundary of Khasra No. 46

North : Khasra No. 47
South : Chak Road
East : Khasra No. 47
West : Khasra No. 45

Boundary of Khasra No. 47

North : Chak Road & Khasra No. 48
South : Khasra No. 46
East : Chak Road
West : Khasra No. 52

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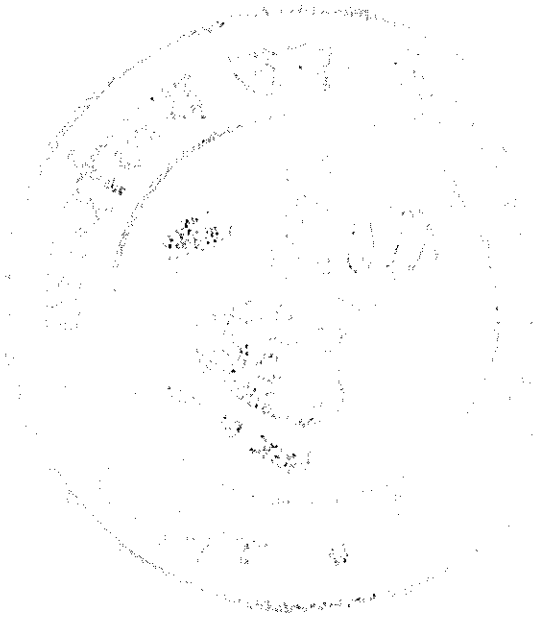


Boundary of Khasra No. 317 Ka

North	: Khasra No. 318
South	: Khasra No. 316
East	: Khasra No. 306
West	: Khasra No. 319

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

WITNESSES:

1. D.N. Tripathi
S/o DR. RAMJI TRIPATHI
SHALIMAR TITANIUM
VIBHUTHI KHAND LKO

FIRST PARTY

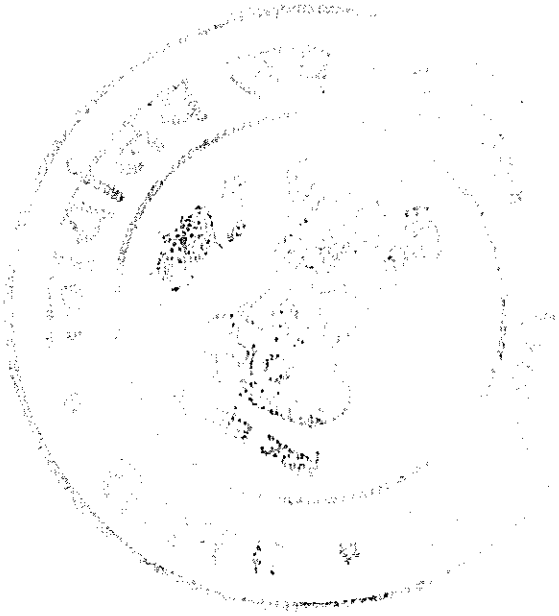
SECOND PARTY

CONFIRMING PARTY

2. Brijesh Kr. Sharma
S/o Sri Siya Ram Sharma
536/460 New Madhuganj
Kharadra Sitapur Road
Lucknow.

ON BEHALF OF OCCs

(Authorised Signatories)



Annexure-II
Details of Land

Khata No.	Khasra No.	Khasra Ext. No.	Area in Hect.	Area in Acre	Deed No./Date
31	150	d	0.190	0.469	7315/05.08.2006
54	104		0.053	0.131	7316/05.08.2006
31	172		0.633	1.564	"
54	180		0.042	0.104	"
53	307		0.028	0.069	"
54	584		0.088	0.217	"
31	654		0.438	1.082	"
31	637		0.210	0.519	7341/07.08.2006
275	46		0.013	0.032	7548/14.08.2006
275	47		0.339	0.837	"
275	317	d	0.057	0.141	"
	TOTAL		**2.091**	**5.165**	

ANNEXURE III

DEFINITIONS

Definitions: In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their

For ANS Constructions Pvt. Ltd.

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For M-Tech Developers Pvt. Ltd.

Authorised Signatory
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ordinary meaning.

"**Agreement**" means this Joint Development Agreement and includes all recitals, annexures, or exhibits that may be annexed to this Agreement now or at a later date and any amendments made to this Agreement by all the Parties in writing, in accordance with the terms hereof;

"**Architect**" means the architect appointed by ANSD for the Project;

"**Applicable Law**" means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;

"**Approval(s)**" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained/ to be obtained for the commencement and completion of the development and construction of the Project Land including without limitation the License in respect of the environmental clearances, change of land use, conversions, sanction of zoning/ building plans, and and/or any other permissions from any other statutory or

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Governmental authorities whether State or Central;

"**Buildings**" means the buildings, structures and constructions to be constructed in terms of the Sanctioned Plan for the development of the Project;

"**Business Days**" means any day other than a Saturday, Sunday or any days on which banks are not open for transaction of normal banking business in Delhi and Uttar Pradesh, India;

"**Confidential Information**" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"**Detailed Drawings**" mean the detailed drawings and Plan of the Buildings outlining the entire lay-out and design of the Project and prepared based on the Sanctioned Plan;

"**Development Rights**" shall have the meaning assigned to

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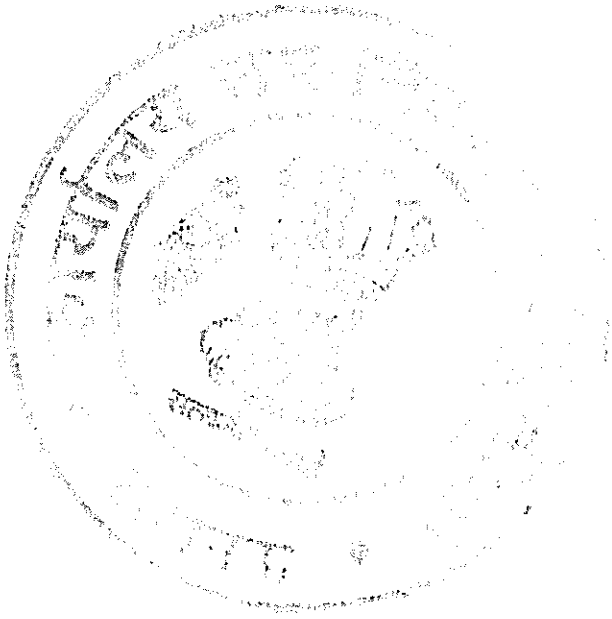

them in Clause 2.1 of this Agreement;

"**Effective Date**" means the date of execution of this Agreement as written hereinabove;

"**Encumbrances**" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Project Land;

"**Land**" has the meaning ascribed to the term in Recital A hereof.

"**Plan**" means the drawings and plan for the Buildings prepared by ANSD in accordance with applicable rules, bye laws and regulations;

"**POA**" means the irrevocable power of attorney to be executed by the OCCs and ANSC in favour of ANSD substantially in the form, set out in **Clause-4 here-in-above**

"**Project Team**" means the Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project appointed

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by ANSD;

"**Project**" means a project relating to development and construction of a housing scheme on the Project Land, which is more fully detailed in **Schedule I** hereto;

"**Project Land**" has the meaning ascribed to the term under Recital A above, which is described in **Schedule I** hereto;

"**Sanctioned Plan**" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities; and

"**Specifications**" mean the specifications determined and finalized by ANSD in consultation with the Architect, which may be modified or amended by ANSD in consultation with the Architect from time to time.

ANNEXURE IV

RIGHTS OF ANSD

1. ANSD shall be entitled to enter upon the Project Land or any part thereof to undertake the development, construction, marketing, planning and designing of the Project on the Project Land. ANSD shall be entitled to enter the Project Land either directly or through their affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns as they may

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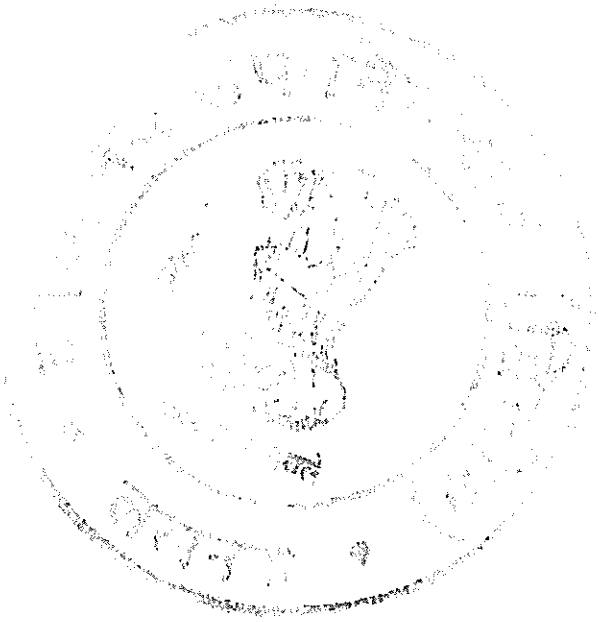

deem fit and proper.

2. On the Effective Date, the actual, physical, vacant and exclusive possession of the Project Land shall be transferred/ handed over to ANSD, for the purpose of developing the Project in terms of this Agreement. The Parties agree and acknowledge that ANSD shall, *inter alia,* have the right, power, entitlement, authority, sanction and permission to:

(i) enter upon and take absolute possession and control of the Project Land or any part thereof for the purpose of developing, constructing, planning, marketing and designing the Project;

(ii) remain in sole possession, control and quiet enjoyment of the Project Land or any part thereof and the marketing, leasing, licensing or sale or any other disposal of the built up area on the Project Land or any part thereof;

(iii) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and construction work and to pay the wages, remuneration and salary of such persons;

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(iv) make applications to the concerned Government authority in respect of, and carry out, all the infrastructure and related work for the project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the total built up area to be constructed on the Project Land as may be required by any Approvals, layout plan, or order of any Governmental authority;

(v) acquire relevant approvals for obtaining water and electricity connections and approvals for cement, steel and other building materials, if any;

(vi) carry out and comply with all the conditions contained in any Approvals as may be obtained from time to time;

(vii) subject to applicable law, assign all benefits, rights and obligations as contained herein (in whole or in part);

(viii) to launch the Project for booking, advances and, or, sale of the apartments or any units or spaces;

(ix) to exercise full, free, uninterrupted, unfettered, absolute, exclusive and irrevocable marketing, leasing, licensing or sale rights in respect of the

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Project Land by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the FSI on the Project and enter into agreements with such transferees as they deem fit, and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the built up area on the Project Land;

(x) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the built up area to be constructed on the Project Land as envisaged herein and appear before the jurisdictional Sub Registrar towards registration of the documents;

(xi) manage the Project Land and the built up area and facilities/ common areas constructed upon the Project Land and/ or to transfer/ assign such right of maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;

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(xii) obtain completion certificate and occupation certificate in respect of the Project or any part thereof;

(xiii) demarcate in the Project, the common areas as per the lay out plan and Applicable Law and to file and register all requisite deeds and documents with the competent authority; and

(xiv) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as more elaborately stated in this Agreement.

Drafted By: (Ram Ji Das)
Advocate, Civil Court, Lucknow

Typed By:
Civil Court, Lucknow

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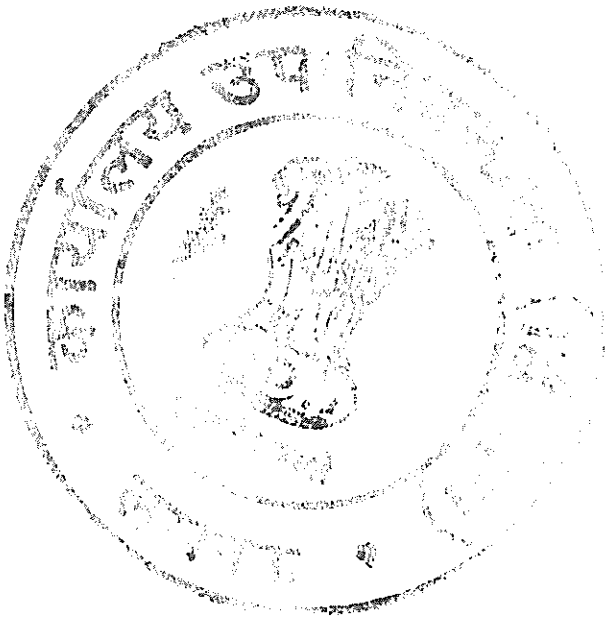

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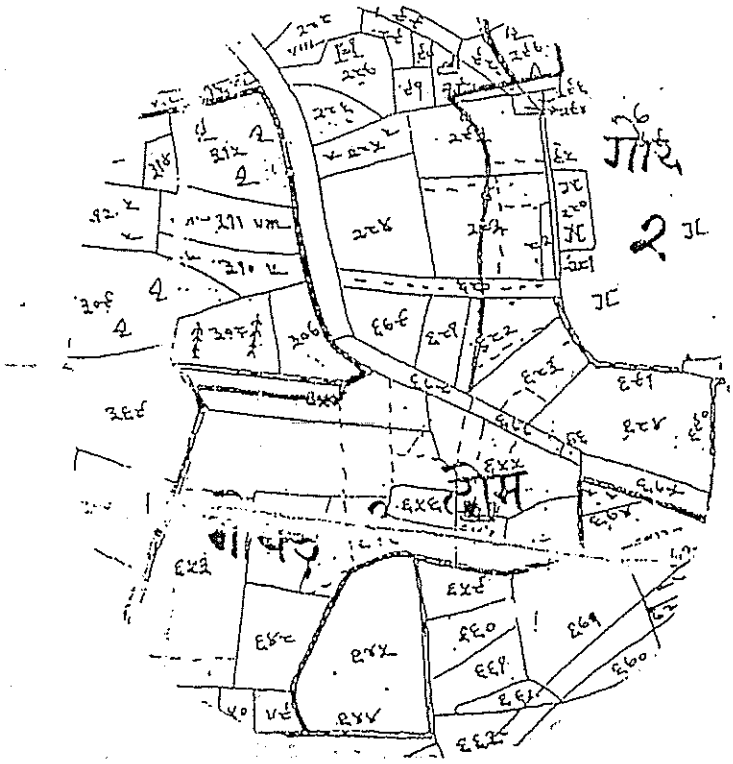
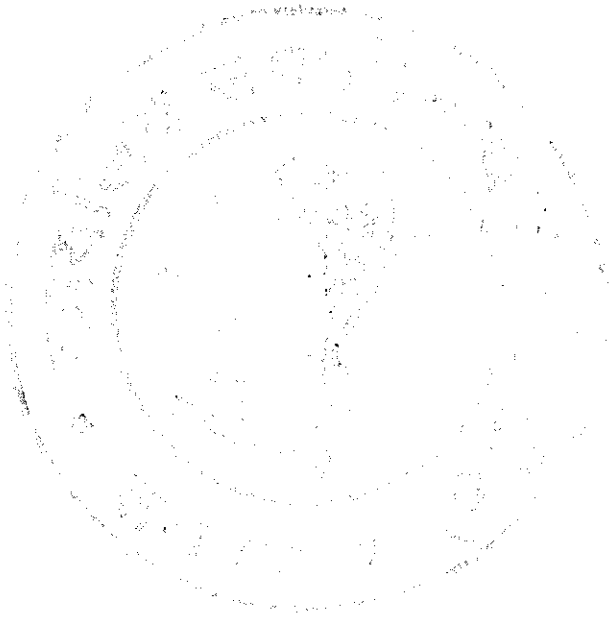
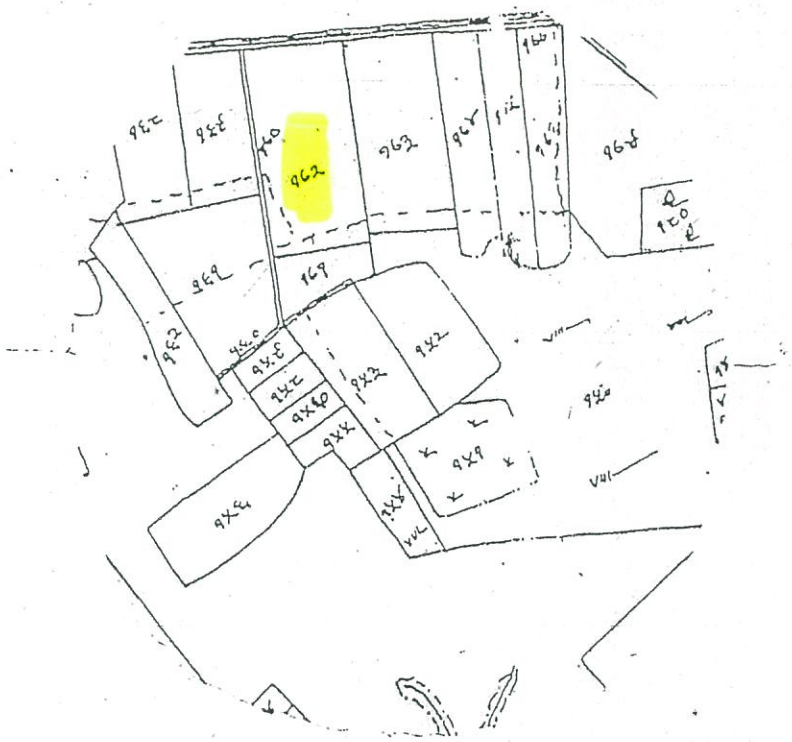


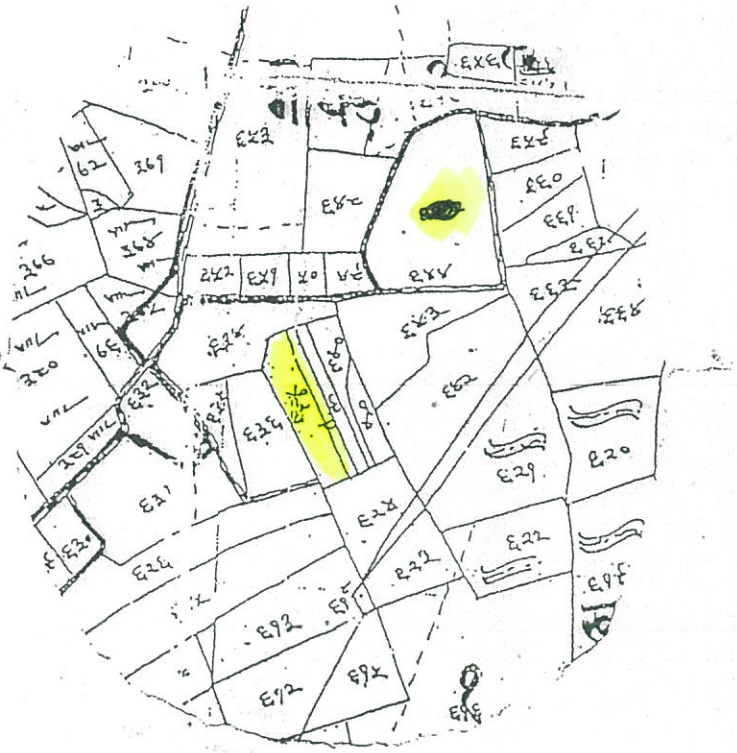


ग्राम - बाथावड़, परगना, तहसील व जिला - लखनऊ

खसरा सं० - 172

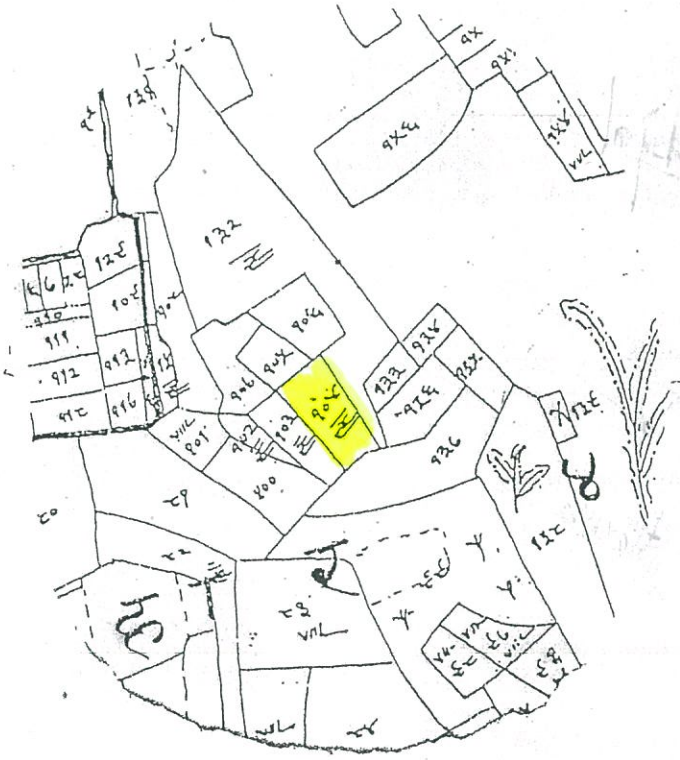


ग्राम-बाघाखाल जिला परगना, व तहसील - लखनऊ
खसरा सं० - 637, 654



प्रथम पक्ष द्वितीय पक्ष अन्य पक्ष पुष्टि कर्ता

ग्राम बाँधामऊ, परगना, तहसील व जिला, लखनऊ
खसरा सं० - 104



श्री महेन्दर प्रापर्टीज प्रा.लि.व अन्य
द्वा.अधि.हस्ता.संजीव सिंह क.पार्टी
पुत्र श्री लालता सिंह
पेशा नौकरी
निवासी 11 वां तल शालीमार टाइटेनियम विभूति
खन्ड गोमती नगर,लखनऊ

ने निष्पादन स्वीकार किया ।
जिनकी पहचान डी.एन.त्रिपाठी
राम जी त्रिपाठी
पेशा व्यापार
निवासी शालीमार टाइटेनियम गोमती नगर,लखनऊ
व बृजेश कुमार शर्मा
सियाराम शर्मा
पेशा नौकरी
निवासी 536/468,न्यू मदेहगंज सीतापुर रोड,लखनऊ
ने की ।

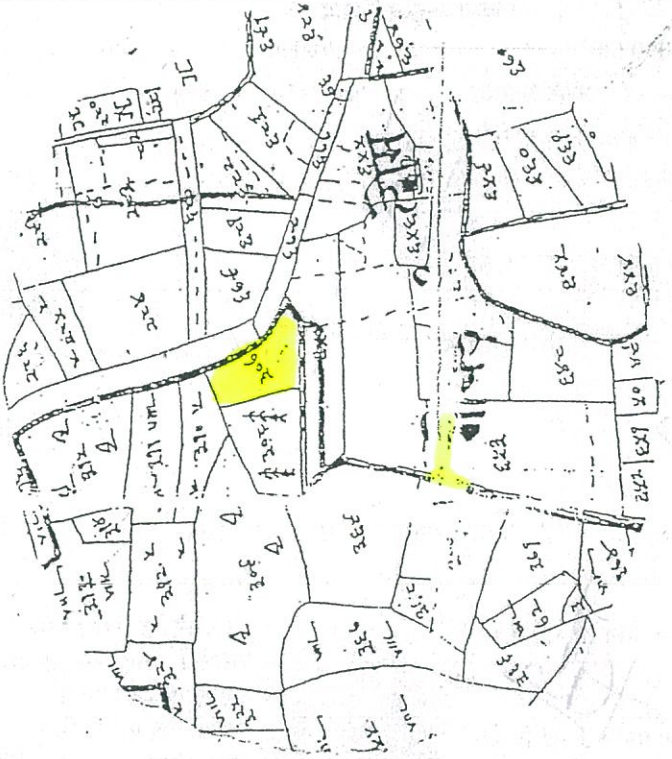
पक्षकारों एवं साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ता.

दिनेश चन्द्र यादव
उप-निबन्धक (द्वितीय)
लखनऊ
18/2/2016

ग्राम - बाघामऊ - परगना, तहसील व जिला लखनऊ

खसरा सं० - 307



विक्रय अनुबंध विलेख

प्रतिफल	मालियत	अग्रिम धनराशि	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
67,217,000.00		20,000.00	340	20,340.00		0

श्री ए.एन.एस.कान्स.प्रा.लि.द्वा.निदे.महेन्दर शर्मा

पुत्र श्री अमर नाथ शर्मा

व्यवसाय व्यापार

निवासी स्थायी ई-156,ग्रेटर कैलाश पार्ट -1 नई दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 18/2/2016 समय 2:19PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव
उप-निबन्धक (द्वितीय)
लखनऊ
18/2/2016

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

विक्रेता

श्री ए.एन.एस.कान्स.प्रा.लि.द्वा.निदे.महेन्दर शर्मा
पुत्र श्री अमर नाथ शर्मा
पेशा व्यापार
निवासी ई-156,ग्रेटर कैलाश पार्ट -1 नई दिल्ली

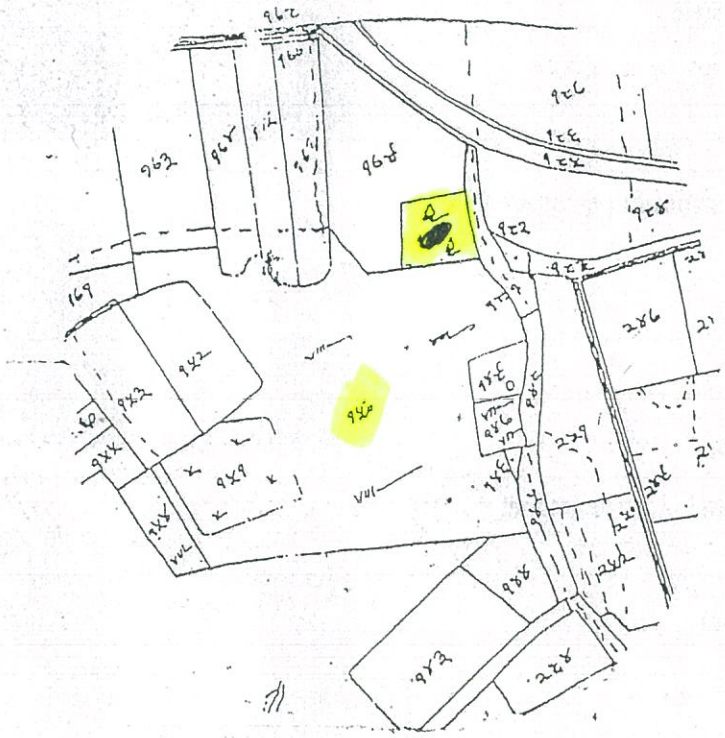
क्रेता

श्री अनिरूद्ध कुमार निगम त0शु0मु0
प्रतिनिधि ए.एन.एस.डेवलपर्स.प्रा.द्वा.निदेशक सैय्यद
अनवर महमूद रिजवी
पुत्र श्री स्व.एच.पी.निगम
पेशा नौकरी
निवासी नया 62 पुरइया खेड़ा आलमनगर,लखनऊ

श्री एम टेक डेवलपर्स प्रा.लि.द्वा.अधि.हस्ता.अमित कु. झा कन.पार्टी
पुत्र श्री पशुपति नाथ झा
पेशा व्यापार
निवासी बी-4/24 वसुन्धरा इन्क्लेव नई दिल्ली

श्री ए.एन.एस.इन्ड.लि.अधि.हस्ता.अमित कुमार झा कन.पार्टी
पुत्र श्री पशुपति नाथ झा
पेशा व्यापार
निवासी बी-4/24 वसुन्धरा इन्क्लेव नई दिल्ली

ग्राम- बाथामऊ, परगना तहसील व जिला लखनऊ
खसरा सं० - 150



प्रथम पक्ष द्वितीय पक्ष अन्य पक्ष पुष्टि कर्ता

विक्रेता

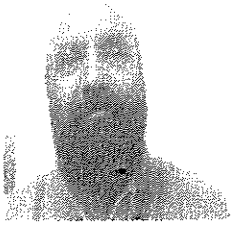
Registration No.: 2587 Year : 2,016 Book No. : 1

0101 **ए.एन.एस.कान्स.प्रा.लि.द्वा.निदे.महेन्दर शर्मा**

अमर नाथ शर्मा

ई-156,ग्रेटर कैलाश पार्ट -1 नई दिल्ली

व्यापार



0102 **एम टेक डेवलपर्स प्रा.लि.द्वा.अधि.हस्ता.अमित कु. झा कन.पार्टी**

पशुपति नाथ झा

बी-4/24 वसुन्धरा इन्क्लेव नई दिल्ली

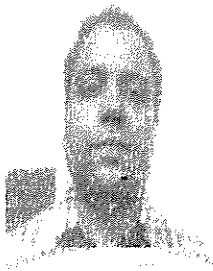
व्यापार

0103 **ए.एन.एस.इन्ड.लि.अधि.हस्ता.अमित कुमार झा कन.पार्टी**

पशुपति नाथ झा

बी-4/24 वसुन्धरा इन्क्लेव नई दिल्ली

व्यापार



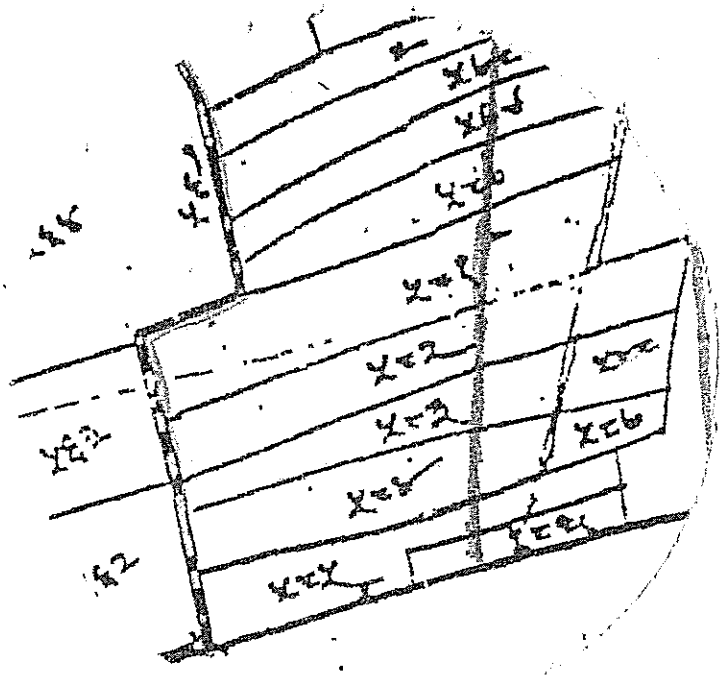
0104 **महेन्दर प्रापर्टीज प्रा.लि.व अन्य द्वा.अधि.हस्ता.संजीव सिंह क.पा**

लालता सिंह

11 वां तल शालीमार टाइटेनियम विभूति खन्ड गोमती नगर,लखनऊ

नौकरी

ग्राम - बाघमऊ, तहसील व जिला: लखनऊ
खसरा सं० - 584



क्रेता

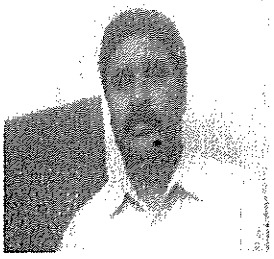
Registration No. : 2587 Year : 2,016 Book No. : 1

0201 अनिरूद्व कुमार निगम त0शु0मु0 प्रतिनिधि ए.एन.एस.डेवलपर्स

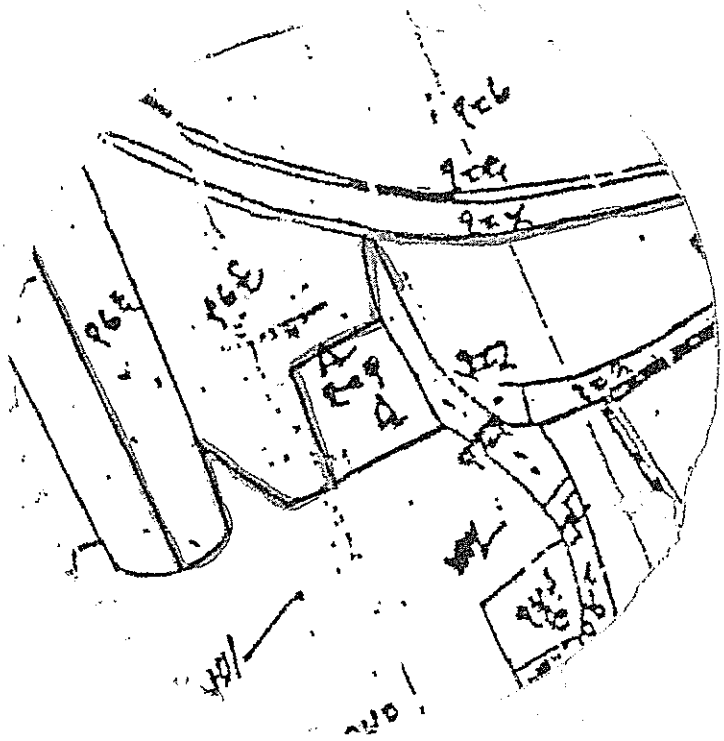
स्व.एच.पी.निगम

नया 62 पुरइया खेड़ा आलमनगर,लखनऊ

नौकरी



ग्राम - बाधामऊ, तहसील व जिला - लखनऊ
खसरा सं० - 189



गवाह

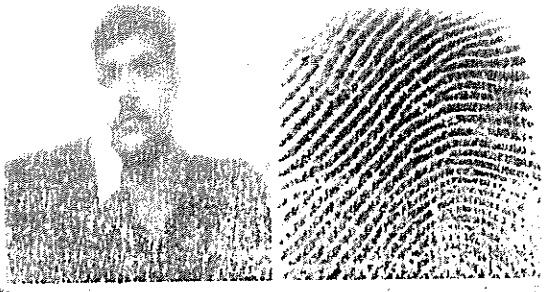
Section No.: 2587 Year : 2016 Book No. : 1

श्री.एन.त्रिपाठी

राम जी त्रिपाठी

शालीमार टाइटेनियम मोतीनगर,लखनऊ

व्यापार



बृजेश कुमार शर्मा

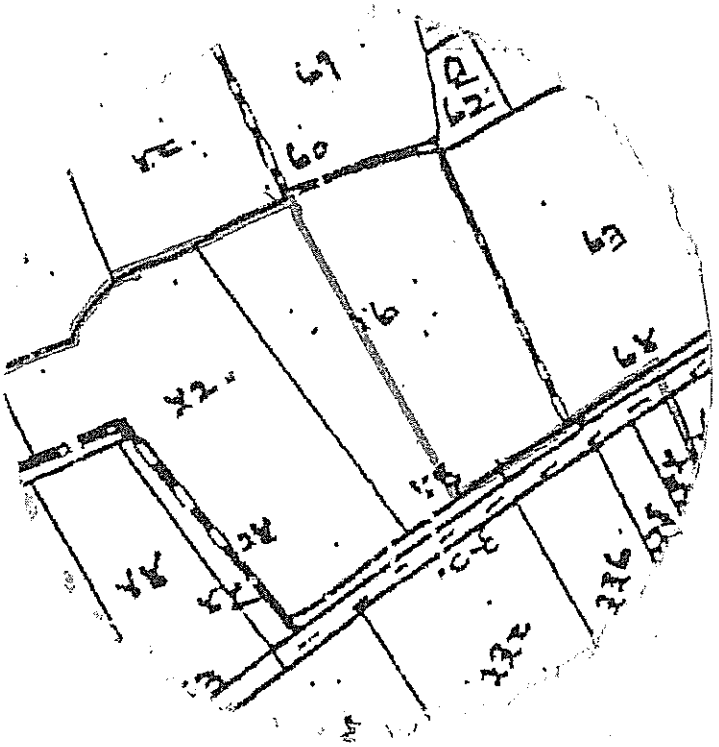
जियाराम शर्मा

503/468,न्यू गदेडमंज बीरपुर रोड,लखनऊ

नौकरी

ग्राम - बाघावरन, तहसील व जिला लखनऊ

खसरा सं० - 46 & 47



आज दिनांक **18/02/2016** को

बही सं. **1** जिल्द सं. **17945**

पृष्ठ सं. **397** से **550** पर क्रमांक **2587**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

लखनऊ

18/2/2016

कार्यालय उप निबन्धक (द्वितीय) लखनऊ