

Q-23465/21



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Uttar Pradesh**

**e-Stamp**

**Certificate No.** : IN-UP29969548078462T  
**Certificate Issued Date** : 10-Aug-2021 04:09 PM  
**Account Reference** : NEWIMPACC (SV)/ up14351804/ LUCKNOW SADAR/ UP-LKN  
**Unique Doc. Reference** : SUBIN-UPUP1435180438794713086520T  
**Purchased by** : OMAXE LTD  
**Description of Document** : Article 31 Exchange of property  
**Property Description** : UDS OF LAND FOR TOWER C-2 AND CLUB IN GH-2 AND PLOT OVER KHASRA NO.153 AND 441 AT SARSAWAN,LUCKNOW  
**Consideration Price (Rs.)** :  
**First Party** : OMAXE LTD  
**Second Party** : RISHITA BHAWAN NIRMAN PVT LTD AND OTHERS  
**Stamp Duty Paid By** : OMAXE LTD  
**Stamp Duty Amount(Rs.)** : 51,82,000  
(Fifty One Lakh Eighty Two Thousand only)



Please write or type below this line



Charan D/S Badi  
Advocate  
(B.Com., CPL, LLB)



Charan D/S Badi  
Advocate  
(B.Com., CPL, LLB)

For Rishita Developers Pvt. Ltd.

*Pradyum Kaur Aggarwal*  
Authorised Signatory



OMAXE LTD.  
*Charan D/S Badi*  
Authorised Signatory

Rishita Bhawan Nirman Pvt. Ltd.

*Pradyum Kaur Aggarwal*  
Authorised Signatory

0004548436

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.shCILs.com](http://www.shCILs.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

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00041438

## प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सरोजनीनगर लखनऊ क्रम 2021367031439

आवेदन संख्या : 202101041030613

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2021-08-11 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम सुधीर कुमार अग्रवाल

लेख का प्रकार विनिमय विलेख

प्रतिफल की धनराशि 74016000 / 0.00

1 . रजिस्ट्रीकरण शुल्क 740160

2 . प्रतिलिपिकरण शुल्क 100

3 . निरीक्षण या तलाश शुल्क

4 . मुद्दतार के अधिप्रमाणीकरण लिए शुल्क

5 . कमीशन शुल्क

6 . विविध

7 . यात्रिक भत्ता

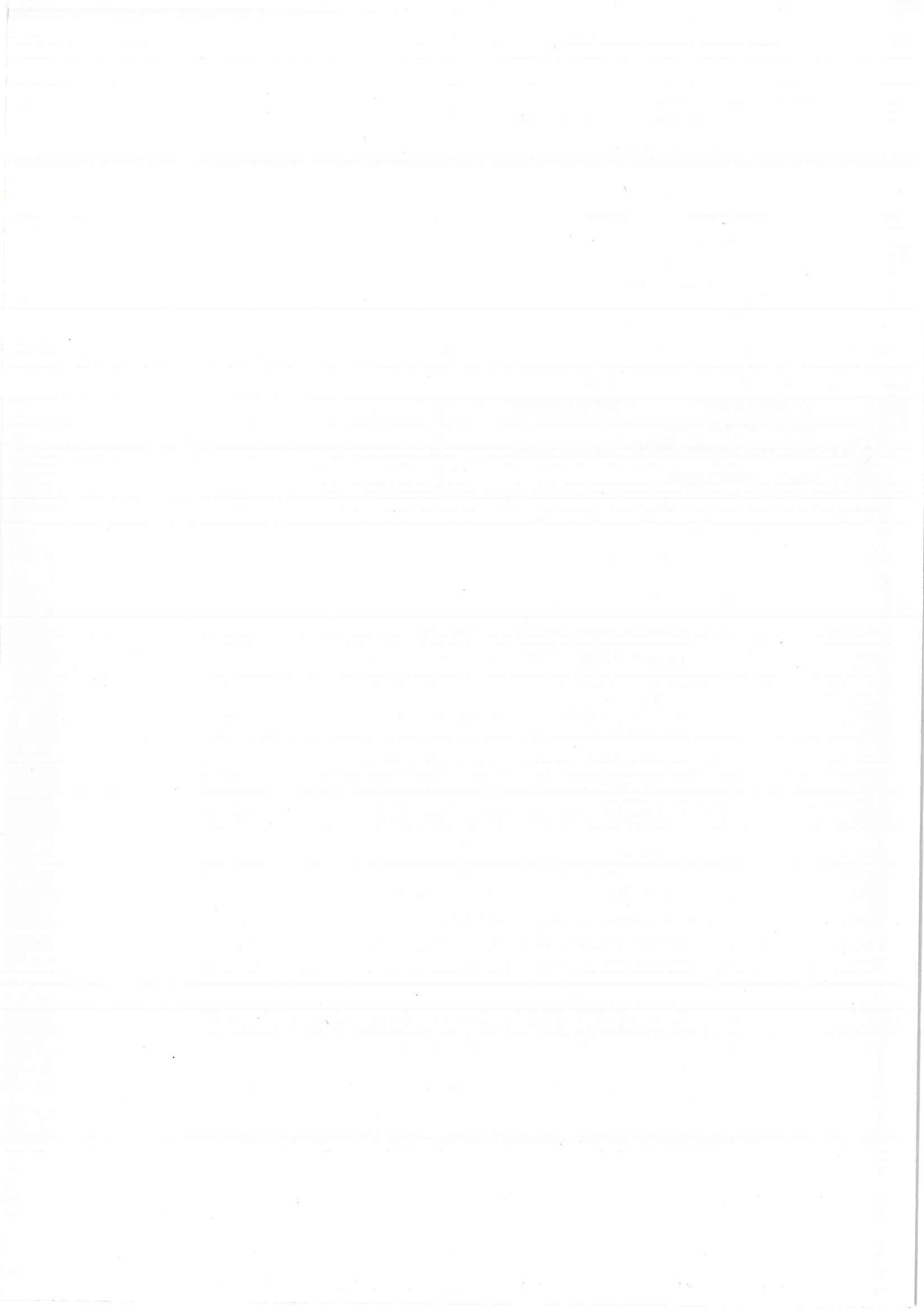
1 से 6 तक का योग 740260

शुल्क वसूल करने का दिनांक 2021-08-11 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2021-08-11 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



REF. NO: OL/AC/005/280721

**CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF THE ADMINISTRATIVE COMMITTEE OF THE COMPANY HELD ON 28<sup>TH</sup> DAY OF JULY, 2021 AT 7-LSC, KALKAJI, NEW DELHI-110019**

**“RESOLVED THAT** consent of the Administrative Committee of the Company be and is hereby accorded to enter into an Exchange Deed to be executed among Omaxe Limited (The First Party), Rishita Bhawan Nirman Private Limited (The Second Party) and Rishita Developers Private Limited (Holding Company of “Rishita Bhawan Nirman Private Limited”) (The Third Party) for exchange of proportionate land admeasuring 3101.40 Sq. Mtr. underneath Tower C-2 and club admeasuring 373.05 Sq. Mtr. of plot GH-2, situated at Omaxe Integrated Township, Saraswan, Lucknow, owned by the First Party with land admeasuring 4610 Sq. Mtr. comprising in khasra no 153 and 441 situated at Village-Saraswan, Lucknow, owned by the Second Party.

**RESOLVED FURTHER THAT** Mr. Quazi Sayeedur Rehman S/o Late Quazi Khaliqur Rehman, be and is hereby authorized, for and on behalf of the Company, to execute and sign the aforementioned “Exchange Deed” and any other documents, application, affidavits, undertakings related to the exchange of aforementioned land and to present for registration and mutation the said deed before Sub-Registrar or any other registering authority and to do all such acts, deeds and things as may be required for aforementioned purpose and any other matter incidental thereto.

**RESOLVED FURTHER THAT** the aforesaid authorization given to Mr. Quazi Sayeedur Rehman shall be valid for aforementioned purpose only.”

**For OMAXE LIMITED**  
For Omaxe Limited

  
Company Secretary  
Navin Jain  
(Company Secretary)

Date: 28.07.2021  
Place: New Delhi



“This is to inform that please make all correspondence with us on our Corporate Office Address only”

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## Rishita Bhawan Nirman Pvt Ltd

CORONATION ANAND TOWER, 1<sup>ST</sup> FLOOR, 116-117, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW - 226010

CERTIFIED TRUE COPY OF RESOLUTION ADOPTED AT THE MEETING OF THE BOARD OF DIRECTORS RISHITA BHAWAN NIRMAN PRIVATE LIMITED ON 05<sup>TH</sup> DAY OF AUGUST, 2021 AT 10:30 AM AT CORONATION ANAND TOWER ,1<sup>ST</sup> FLOOR, 116/117, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW - 226010.

Directors Present

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

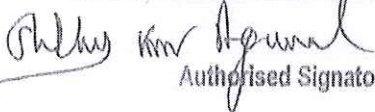
FOR REGISTRATION OF EXCHANGE DEED BETWEEN IMMOVABLE PROPERTY "LAND" PURSUANT TO KHASRA NO. 153 ADMEASURING AREA 1200 Sq. Mtr. AND KHASRA NO. 441 ADMEASURING AREA 3410 Sq. Mtr. SITUATED AT VILLAGE SARSAWAN, TEHSIL SAROJINAGAR & DISTRICT LUCKNOW, U.P. AND IMMOVABLE PROPERTY "LAND" PURSUANT TO UNDIVIDED SHARE OF LAND FOR GH-2 (PROPORTIONATE) ADMEASURING AREA 3101.40 Sq. Mtr. FOR TOWER - C2 AND FOR CLUB ADMEASURING AREA 373.05 Sq. Mtr. SITUATED AT OMAXE INTEGRATED TOWNSHIP AT SULTANPUR ROAD, VILLAGE SARSAWAN, TEHSIL SAROJINAGAR & DISTRICT LUCKNOW, U.P.

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

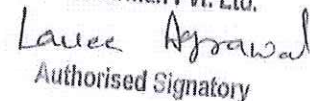
- a) To sign and execute and to lodge for registration with the offices of Registrar/Sub Registrar/any other competent authority, exchange deed and such other deeds & documents and to do such acts, things or deeds as may be required or incidental thereto;
- b) To lodge for registration such Transaction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

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

Rishita Bhawan Nirman Pvt. Ltd.

  
Authorized Signatory

Rishita Bhawan Nirman Pvt. Ltd.

  
Authorized Signatory

Rishita Bhawan Nirman Pvt. Ltd.



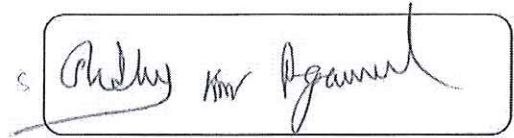
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**Rishita Bhawan Nirman Pvt Ltd**

CORONATION ANAND TOWER, 1<sup>ST</sup> FLOOR, 116-117, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW - 226010


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

Specimen signature of Mr. Sudhir Kumar Agarwal,



**FOR RISHITA BHAWAN NIRMAN PRIVATE LIMITED**

Rishita Bhawan Nirman Pvt. Ltd.

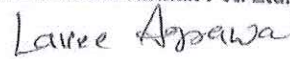
  
Authorised Signatory

**Mr. SUDHIR KUMAR AGARWAL**

(Director)

Din: 01783755

Rishita Bhawan Nirman Pvt. Ltd.



Authorised Signatory

**Mrs. LAVEE AGRAWAL**

(Director)

Din: 01836581

Rishita Bhawan Nirman Pvt. Ltd.

  
Authorised Signatory

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**CERTIFIED TRUE COPY OF RESOLUTION ADOPTED AT THE MEETING OF THE BOARD OF DIRECTORS RISHITA DEVELOPERS PRIVATE LIMITED ON 05<sup>TH</sup> DAY OF AUGUST, 2021 AT 10:30 AM AT CORONATION ANAND TOWER ,1<sup>ST</sup> FLOOR, 116/117, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW - 226010.**

Directors Present

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

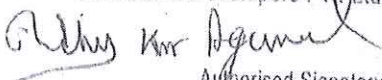
**FOR REGISTRATION OF EXCHANGE DEED BETWEEN IMMOVABLE PROPERTY "LAND" PURSUANT TO KHASRA NO. 153 ADMEASURING AREA 1200 Sq. Mtr. AND KHASRA NO. 441 ADMEASURING AREA 3410 Sq. Mtr. SITUATED AT VILLAGE SARSAWAN, TEHSIL SAROJNINAGAR & DISTRICT LUCKNOW, U.P. AND IMMOVABLE PROPERTY "LAND" PURSUANT TO UNDIVIDED SHARE OF LAND FOR GH-2 (PROPORTIONATE) ADMEASURING AREA 3101.40 Sq. Mtr. FOR TOWER - C2 AND FOR CLUB ADMEASURING AREA 373.05 Sq. Mtr. SITUATED AT OMAXE INTEGRATED TOWNSHIP AT SULTANPUR ROAD, VILLAGE SARSAWAN, TEHSIL SAROJNINAGAR & DISTRICT LUCKNOW, U.P.**

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- b) To lodge for registration such Transaction Documents/other documents, as may be required, in person or through his attorney and to receive back original documents after registration from the concerned offices of Registrar/Sub Registrar/ any other competent authority;
- c) To appear before the sub-register office, stamp authorities, government or local authority on behalf of the Company and represent the Company before all these authorities and to do all the things and deeds and take all the decisions for and on behalf of the Company as may be required or incidental thereto;
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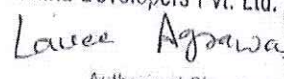
For Rishita Developers Pvt. Ltd.

  
Authorised Signatory

For Rishita Developers Pvt. Ltd.

  
Authorised Signatory

For Rishita Developers Pvt. Ltd.

  
Authorised Signatory

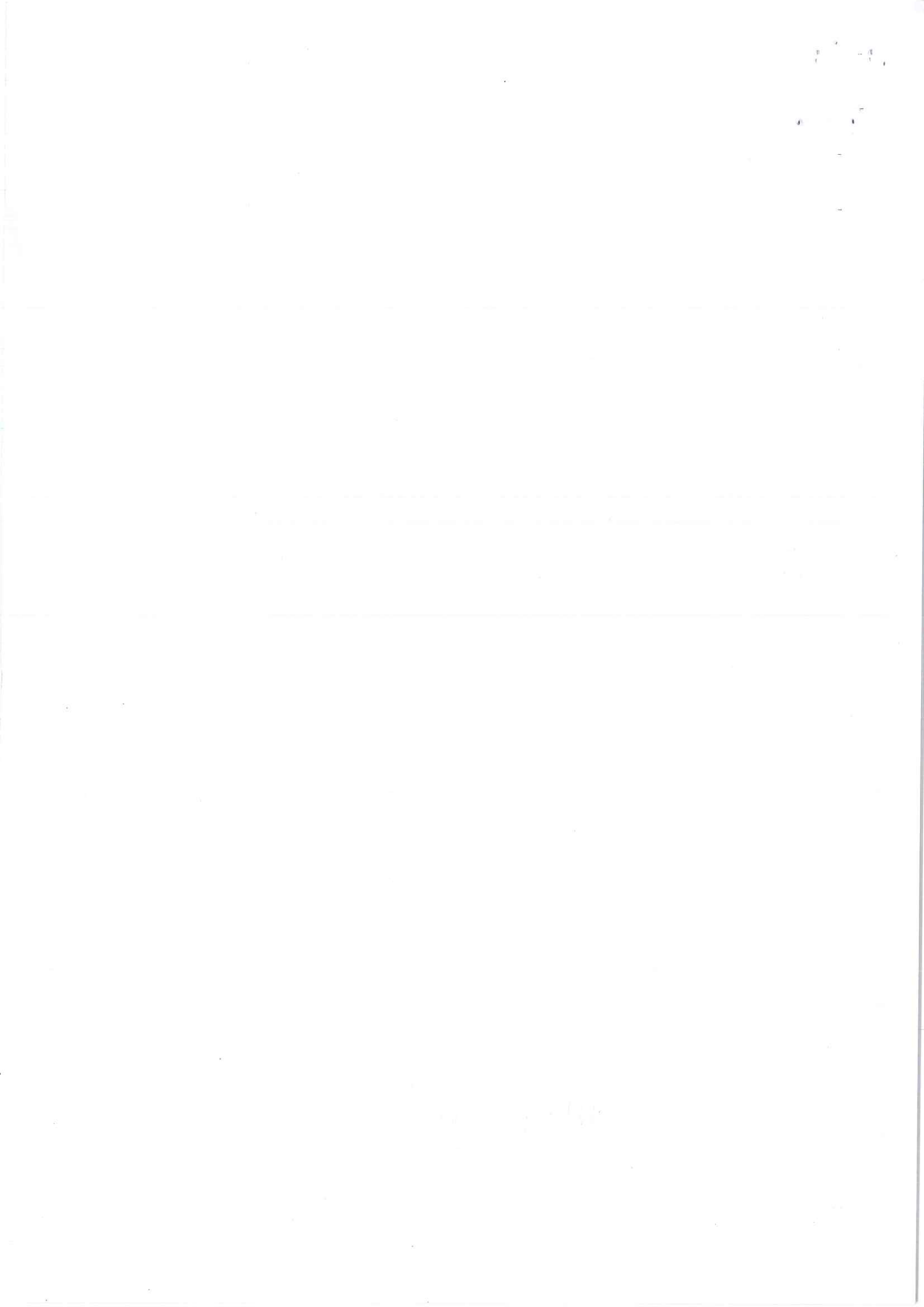
Corporate Office

Coronation Anand Tower, 1st floor, 116-117,  
Vibhuti Khand, Gomti Nagar, Lucknow - 226010  
CIN - U45201UP2008PTC035945

9044 475 007

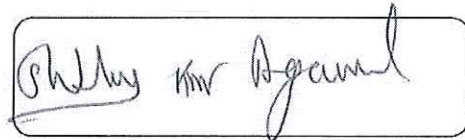
info@rishitadevelopers.com

www.rishita.in

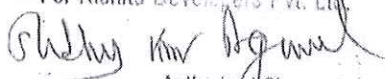


"RESOLVED FURTHER THAT a copy of this Resolution duly certified by any of the Directors of the Company be furnished to anyone concerned or interested in the matter."

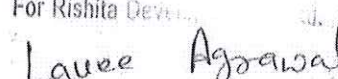
Specimen signature of Mr. Sudhir Kumar Agarwal,



FOR RISHITA DEVELOPERS PRIVATE LIMITED

For Rishita Developers Pvt. Ltd.  
  
Authorised Signatory

Mr. SUDHIR KUMAR AGARWAL  
(Director)  
Din: 01783755

For Rishita Developers Pvt. Ltd.  
  
Authorised Signatory

Mrs. LAVÉE AGRAWAL  
(Director)  
Din: 01836581

For Rishita Developers Pvt. Ltd.  
  
Authorised Signatory

Corporate Office

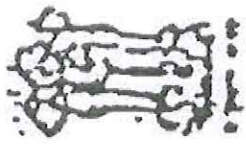
Coronation Anand Tower, 1st floor, 116-117,  
Vibhuti Khand, Gomti Nagar, Lucknow - 226010  
CIN - U45201UP2008PTC035945

9044 475 007  
info@rishitadevelopers.com  
www.rishita.in



आसकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

OMAXE LIMITED

08/03/1989

Permanent Account Number

AAAC001718

OMAXE LTD.  
Authorized Signatory



18112006





भारत सरकार  
GOVERNMENT OF INDIA



काजी सईद उर रहमान

Quazi Sayeed Ur Rehman

जन्म तिथि / DOB : 06/10/1978

पुरुष / MALE



5307 3256 0633

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

**Address**

S/O: Qazi Khaliqur Rahman  
Flat no-203 Silver Height  
Appartment Khurram Nagar  
Gulshan Enclave Vikas Nagar  
Vikas Nagar Lucknow Uttar  
Pradesh - 226022

**पता:**

संबोधित: काजी खलीकुर रहमान,  
फ्लैट न-203, सिल्वर हाइट  
अपार्टमेंट, गुलशन ईन्क्लेव, खुर्रम  
नगर, विकास नगर, लखनऊ,  
उत्तर प्रदेश - 226022

5307 3256 0633



1947  
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

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

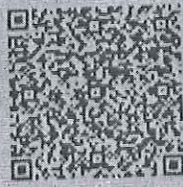
*S. B.*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAICR4080Q

नाम / Name

RISHITA BHAWAN NIRMAN PRIVATE LIMITED

निगमन/गठन की तारीख  
Date of Incorporation/Formation

13/07/2017

19072017

Rishita Bhawan Nirman Pvt. Ltd.

  
Rishita Bhawan Nirman Pvt. Ltd.  
Rishita Bhawan Nirman Pvt. Ltd.



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

RISHITA DEVELOPERS PRIVATE LIMITED



02/09/2008

Permanent Account Number

AAECR1191G

31122015

For Rishita Developers Pvt. Ltd.

*[Handwritten Signature]*

Authorised Signatory





भारत सरकार  
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 1067/04952/31455

Download Date: 25/09/2020

To  
सुधीर कुमार अग्रवाल  
Suchir Kumar Agarwal  
S/O: Mahesh Chandra Agarwal  
3/166  
vivek khand-3  
Gomtinagar  
Lucknow Uttar Pradesh - 226010  
9935390234

Issue Date: 08/02/2015

Signature Not Verified  
Date: 08/02/2015  
Time: 12:23:33



आपका आधार क्रमांक / Your Aadhaar No. :

**2248 9631 9397**

VID : 9192 0641 4146 1421

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India



Download Date: 25/09/2020



सुधीर कुमार अग्रवाल  
Suchir Kumar Agarwal  
जन तिथि/DOB: 30/07/1977  
पुरुष/ MALE

Issue Date: 08/02/2015

**2248 9631 9397**

VID : 9192 0641 4146 1421

मेरा आधार, मेरी पहचान



Government of India

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

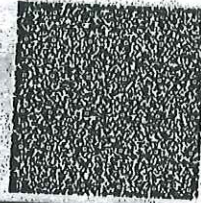


पता:

आसपास: महेश चंद्र अग्रवाल, 3/166, विवेक खंड-3,  
गोमतीनगर, लखनऊ,  
उत्तर प्रदेश - 226010

Address:

S/O: Mahesh Chandra Agarwal, 3/166, vivek  
khand-3, Gomtinagar, Lucknow,  
Uttar Pradesh - 226010



**2248 9631 9397**

VID : 9192 0641 4146 1421

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help@uidai.gov.in

www.uidai.gov.in



For Rishita Developers Pvt. Ltd.

*Suchir Kumar Agarwal*  
Authorised Signatory





भारत सरकार  
Unique Identification Authority of India  
Government of India

नामांकन क्रम/ Enrolment No.: 1477/97044/36007

To  
मनोज कुमार वर्मा  
Manoj Kumar Verma  
S/O Saryu Prasad  
kalyani devi civil line  
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Unnao  
Unnao Uttar Pradesh - 209801  
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Download Date: 20/02/2018

Generation Date: 20/12/2017

Validity: unknown



आपका आधार क्रमांक / Your Aadhaar No. :

**2520 1174 7655**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



मनोज कुमार वर्मा  
Manoj Kumar Verma  
जन्म तिथि/DOB: 21/10/1974  
पुरुष/ MALE

**2520 1174 7655**

मेरा आधार, मेरी पहचान



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

**INFORMATION**

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

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



भारत सरकार  
Unique Identification Authority of India

**Address:**

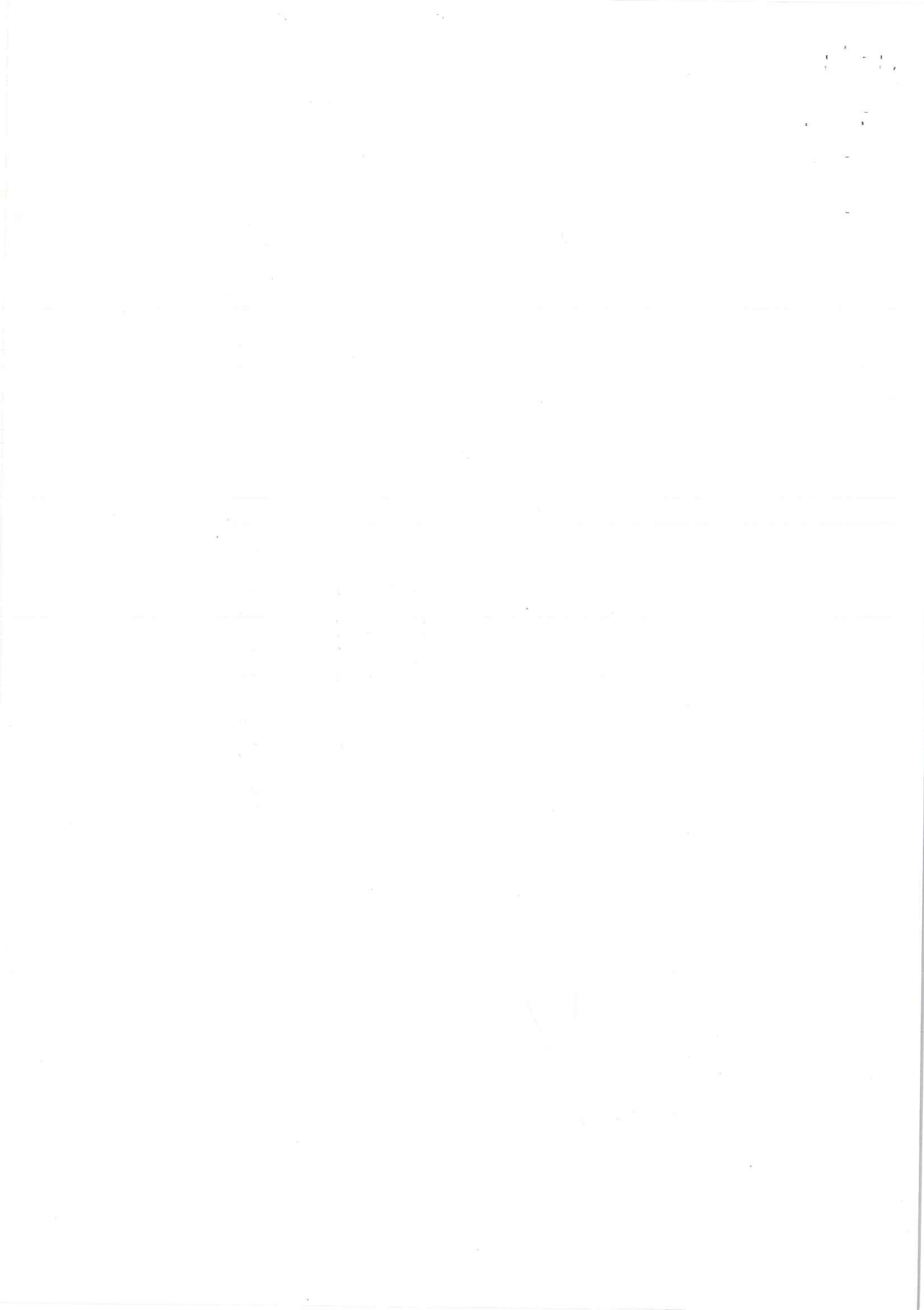
S/O Saryu Prasad, kalyani devi  
civil line, 957, Unnao, Unnao,  
Uttar Pradesh - 209801

**पता:**

S/O सूर्य प्रसाद, कल्याणी देवी सिविल लाइन,  
957, उन्नाव, उन्नाव,  
उत्तर प्रदेश - 209801

**2520 1174 7655**

*Handwritten signature*



भारत सरकार  
Government of India

मिडुल अवस्थी  
Mridul Awasthi  
जन्म तिथि/ DOB: 15/02/1989  
पुरुष / MALE

8588 7518 6918

मेरा आधार, मेरी पहचान



*Mridul*

भारतीय प्रत्यक्ष प्रमाणिकरण  
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पता:  
शात्मज: दिवाकर अवस्थी,  
266/531, बी, भदेवा, खाला बजार,  
लखनऊ, लखनऊ,  
उत्तर प्रदेश - 226004

Address:  
S/O: Diwakar Awasthi,  
266/531, B, Bhadewa, Khala  
Bazar, Lucknow, Lucknow,  
Uttar Pradesh - 226004

8588 7518 6918

1947

help@uidai.gov.in

www.uidai.gov.in




Date of Execution : 11.08.2021  
 Place of Execution : Lucknow  
 Stamp Duty Paid : 51,82,000/-

**Short description of the Exchange deed**

1.	Nature of Property	Residential
2.	Ward/ Pargana	Lucknow
3.	Mohalla/ Village	Sarsawan (Omaxe City)
4.	Details of Property (First Party)	Undivided share of land for GH2 (Part) Proportionate land admeasuring 3101.40 sq mtrs of Tower No.C2 and for Club admeasuring 373.05 sq mts situated at Omaxe Integrated Township at Sultanpur Road, Sarsawan, Lucknow
5.	Details of Property (Secondparty)	Plot over Part of Khasra No. 153 admeasuring 1200 sq mts and Khasra No.441 admeasuring 3410 sq mts situated at Gram Sarsawan, Lucknow
6.	Standard of measurement	sq. meter
7.	Area of First Party Land	3474.45 Sq Mtr

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8.	Area of Second Party Land	4610 Sq Mtr
9.	Type of First Party Property	Residential
10.	Type of Second Party Property	Residential
11.	Consideration over excess land to be Paid by First Party	Rs. 1,25,43,413/-


**Details of First Party:**

**Omaxe Ltd.**, a company incorporated under the companies Act, 1956, having its Registered office at 19 B first Floor, Omaxe Celebration Mall, Sohna Road, Gurgaon Haryana-122001 and Regional Office at Second Floor TC-34/V2, Cyber Tower, Lucknow (PAN No. AAACO0171H) through its authorized signatory **Mr. Quazi Sayeed Ur Rehman** son of Late Mr. Quazi Khaliq Ur Rehman duly authorized vide Board Resolution dated 28.07.2021, hereinafter referred to as the "**First Party**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor, administrators, and permitted assigns).

**Details of Second Party:**

**M/s Rishita Bhawan Nirman Pvt. Ltd** (PAN No. AAICR4080Q), having its registered Office at First Floor, Coronation Anand Tower, 116-117, Vijaipur, Faizabad Road, Vibhuti Khand, Opp. Sushma Hospital, Gomti Nagar, Lucknow through its authorized Signatory **Mr. Sudhir Kumar Agarwal s/o Mr. Mahesh Chandra Agarwal** duly authorized vide Board

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Resolution dated 05.08.2021, hereinafter called "**The Second Party**" which expression shall mean and include its successors, administrators and permitted assigns.)

**Details Third Party:**

**M/s Rishita Developers Pvt. Ltd** (PAN No.AAECR1191G), having its registered Office at First Floor, Coronation Anand Tower, 116-117, Vijaipur, Faizabad Road, Vibhuti Khand, Opp. Sushma Hospital, Gomti Nagar, Lucknow through its authorized Signatory **Mr. Sudhir Kumar Agarwal s/o Mr. Mahesh Chandra Agarwal** duly authorized vide Board Resolution dated 05.08.2021, hereinafter called "**The Third Party**" which expression shall mean and include its successors, administrators and permitted assigns.)

**DEED OF EXCHANGE**

**This Deed of Exchange is made on 11<sup>th</sup> day of August 2021 at Lucknow**

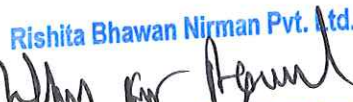
**BETWEEN**

**M/s Omaxe Ltd** (hereinafter called "**THE FIRST PARTY**" which expression shall mean and include its successors, administrators and permitted assigns.)

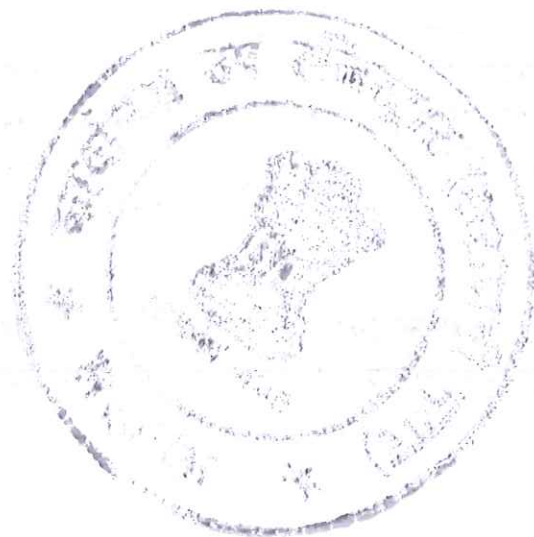
**AND**

**M/s Rishita Bhawan Nirman Pvt. Ltd** (hereinafter called the '**SECOND PARTY**' which expression shall mean and include his heirs, successors, administrators and permitted assigns).

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**AND**

**M/s Rishita Developers Pvt. Ltd** (hereinafter called the '**THIRD PARTY**' which expression shall mean and include his heirs, successors, administrators and permitted assigns).

**HISTORY AND CHAIN OF FIRST PARTY PROPERTY**

**WHEREAS** the housing & Urban Planning Department Government of Uttar Pradesh Keeping in view of the mandates of the National and state Housing Policy, announced a policy on 2005 more commonly known as integrated Township Policy for the promotion and facilitation of private sector participation of the development of integrated Township with world class infrastructure and in compliance of the aforesaid policy the Government invited proposals for development of integrated Township in the State of U.P.

**AND WHEREAS** a High Power Committee constituted as per the guidelines and provisions of the integrated Township Policy selected First Party/Omaxe Ltd. for the development of integrated Township on Sarsawan, Amar Shaheed Path, Lucknow and Development Agreement was accordingly executed between First Party/Omaxe Ltd. and Lucknow Development Authority on 28.02.2013 and revised on dated 16.02.2017.

**AND WHEREAS** in pursuance of the said development agreements a detailed project Report (DPR) was

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submitted which includes Group Housing Plot No. GH-2.

**AND WHEREAS** the detailed layout plan of the aforesaid integrated Township including Group Housing Plot No. GH-2 has been approved by the Lucknow Development Authority.

**AND WHEREAS** the land use of the proposed site conforms to the development of integrated Township as per the Master Plan of Lucknow-2021.

**AND WHEREAS** the first party on its own and through its Subsidiaries or Associate Companies is the lawful recorded owners and otherwise well and sufficiently entitled to and in possession of all piece and parcel of land in Group Housing Project earmarked as "GH-2 falling in duly approved layout in the name and style of "Omaxe integrated Township" situated at Sultanpur Road, Sarsawan, Lucknow, Uttar Pradesh.

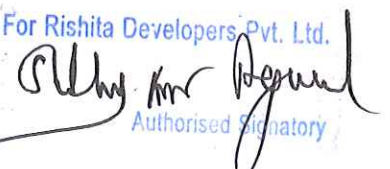
**AND WHEREAS** the owners of the land are the members of the consortium vide consortium agreement executed on August 11, 2006 duly registered in the office of Sub-Registrar-II, Lucknow as document no. 314, in book No.4, Zild No. 228 at pages 11-70 on 11.08.2006 and duly executed joint Venture Agreement vide Book No.1, Zild No. 12888 pages 47 to 138, S.No. 13995 registered on 03.08.2012 and in pursuance of the Joint Venture a Power of Attorney is also registered on dated 15.01.2013 vide Book No. 4, pages 227/256, Zild No. 385 and S.No. 29 in the office of Sub Registrar II Lucknow, which Power of Attorney has not been revoked till date by virtue of which First

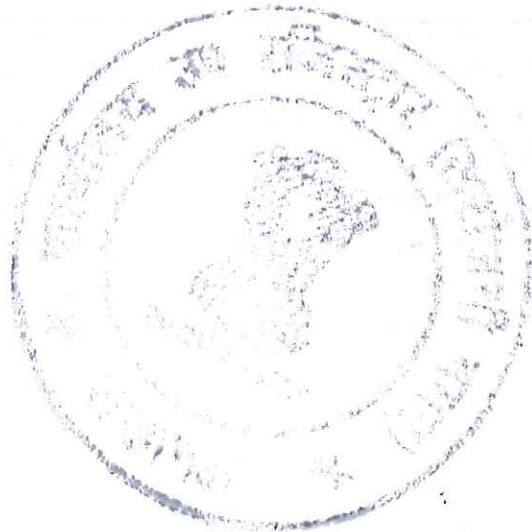
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Authorised Signatory

**Rishita Bhawan Nirman Pvt. Ltd.**

  
Authorised Signatory

**For Rishita Developers Pvt. Ltd.**

  
Authorised Signatory



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Party/Omaxe Ltd. is the Lead Member and is authorized to design, develop, finance, construct, sell, operate, apply and obtain the necessary permission for development.

**AND WHEREAS** the first Party submitted plan(s) for the necessary development permission(S) for group housing with respect to said land area admeasuring 46486.50 sq. mtrs in the office of Lucknow Development Authority (LDA) and obtained the necessary development permission(s) vide Permit no. 41815 dated July 21, 2017.

**AND WHEREAS** the Third party has already purchased the approved FAR existing and future with respect to the development of group housing on Plot No. GH-2(Part) admeasuring 46486.50 sq. mtrs comprising of 14 towers for itself in accordance with the acceptance of the request of third party to obtain the sale deed in parts of Plot No.GH-2. The Second & Third Parties confirm the transfer of approved FAR/FSI herein by the First Party and thus the Parties are absolved absolutely of any liability in its entirety.

**WHEREAS** accordingly the first party i.e **Omaxe Ltd** is the absolute owner in possession of a Property i.e. Proportionate land Area admeasuring 3101.40 sq. meter of tower C-2 and 373.05 sq mts of Club out of Plot No.GH2 (Part) situated within GH-2 in Omaxe integrated Township at Sultanpur Road, Sarsawan, Lucknow.

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**HISTORY AND CHAIN OF SECOND PARTY PROPERTY**

**WHEREAS** One Shri Nanha Prasad alias Nanha Yadav s/o Shri Vasudev Yadav is the recorded owner and bhumidhar of the Land bearing Khasra number 153 admeasuring 0.6540 hectares Situated at Village Saraswan, Tehsil Sarojni Nagar, Lucknow. The name of Shri Nanha Prasad alias Nanha Yadav is recorded in the khatauni as Bhumidhar with Transferable rights under Category 1 (Ka).

**AND WHEREAS** another Shri Raj Bahadur alias Raj Bahadur Yadav s/o Shri Chandrika is the recorded owner and bhumidhar of the Land bearing Khasra number 441 admeasuring 0.3410 hectares Situated at Village Saraswan, Tehsil Sarojni Nagar, Lucknow. The name of Shri Raj Bahadur alias Raj Bahadur Yadav is recorded in the khatauni as Bhumidhar with Transferable rights under Category 1 (Ka).

**AND WHEREAS** Shri Nanha Prasad alias Nanha Yadav s/o Shri Vasudev Yadav executed registered sale deed in respect of Part of Khasra No.153 admeasuring 0.120 hectares i.e 1200 sq mts dated 14.02.2020 in favour of second party **M/s Rishita Bhawan Nirman Pvt Ltd** which deed is duly registered in the office of Sub Registrar- Sarojni Nagar in book No.1, Zild No.3869 on pages 1 to 22 at Serial no.4553 and as such **M/s Rishita Bhawan Nirman Pvt Ltd** is absolute owner & in possession of Land Khasra No.153, having area 1200 sq mtr, Situated at village- Sarsawan, Tehsil- Sarojini Nagar & District- Lucknow.

**AND WHEREAS** another Shri Raj Bahadur alias Raj Bahadur Yadav S/o Shri Chandrika executed

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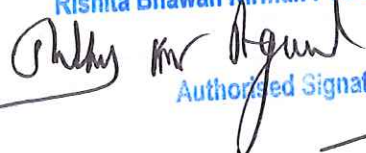
registered sale deed in respect of Part of Khasra No.441 admeasuring 0.3410 hectares i.e 3410 sqmts dated 22.03.2018 in favour of second party **M/s Rishita Bhawan Nirman Pvt Ltd** which deed is duly registered in the office of Sub Registrar-II, Lucknow in book No. 1, Zild No.20718 on pages 153/172 at Serial no.4175 and as such **M/s Rishita Bhawan Nirman Pvt Ltd** is absolute owner & in possession of Land Khasra No.441, having area 3410 sq mtr, Situated at village- Sarsawan, Tehsil- Sarojini Nagar & District- Lucknow.

**AND WHEREAS** since the Second Party i.e M/s Rishita Bhawan Nirman Pvt Ltd is the Subsidiary Company of Third Party i.e M/s Rishita Developers Pvt Ltd and with the objective of getting the land transferred upon exchange in the name of Mother Company the Third Party is also joining hands in the Present deed of Exchange.

**AND WHEREAS** both the properties mentioned above are free from all encumbrances whatsoever.

**AND WHEREAS** both the parties have proposed and agreed to exchange their properties for the consideration of the other property in exchange along with their rights, title and interest to enjoy the same as absolute owner thereof, hence this exchange deed has been executed between both parties as per Following Terms & Conditions.

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**NOW THEREFORE THIS EXCHANGE DEED WITNESSETH AS UNDER:-**

1. That in consideration of the property detailed in the **Schedule 'B'** the First party doth hereby transfer absolutely by way of exchange the property detailed in **Schedule 'A'** to the second party along with all the rights, title and interest, so far held and enjoyed by the First party to hold and enjoy the same unto the Second party as absolute owner thereof free of all encumbrances whatsoever.
2. That in lieu of the excess land transferred by the Third Party and Second Party in favour of First Party, the First Party is making the Payment of **Rs. 1,25,43,413/- (Rupees One Crore Twenty Five Lakh and Forty Three Thousand Four hundred and Thirteen Only)**
3. That the Second party has handed over the vacant physical possession of its property as detailed in **Schedule 'B'** to the first party, at the time of execution of this deed.
4. That the First party has also handed over the vacant physical possession of its property as detailed in **Schedule 'A'** to the Second party, at the time of execution of this deed.
5. That if any person claiming through either party, claims any right or privileges in respect of the properties referred to above it shall be rendered

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illegal and void by virtue of the present exchange deed.

6. That if either party is deprived of the property or any portion thereof by reason of any defect in the title, the other party undertakes to indemnify the same up to the extent of such loss from the person or moveable or immoveable properties of the other party wherever found in existence at that time.
7. That the Stamp duty, Court Fees and other expense in the process of execution and registration of the present is borne by the First Party exclusively. The Third Party hereby agrees to bear any future demand of stamp deficiency, penalties, interest, etc. made by the authority concerned any time after the execution of this exchange deed.
8. That the expressions "First Party" and the "Second Party" hereinbefore used unless repugnant to the context mean and shall always mean and include their respective, successors, legal representatives and permitted assigns.

**VALUATION OF SCHEDULE 'A' PROPERTY:-**

That the property is situated in the Omaxe City (Sarsawan). The subject land is situated more than 100 meters away from Amar Shaheed Path. The circle rate fixed as Rs. 22500 per sq mtrs. Since the said land exists on 24 mtrs wide road. The land area for the said Tower- C2 and Club is 3474.45 sq meter and Market value of the land area for first 1000 sq. mtr. at the rate comes to **Rs. 2,25,00,000/- (Rupees**

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**Two Crore Twenty Five Lacs only)** Market value of remaining area of 2474.45 sq mtrs at the rate of Rs.15,750/- comes to **Rs.3,89,72,587/- (Rupees Three Crore Eighty Nine Lakh Seventy Two Thousand Five Hundred and Eighty Seven Only)** Hence the market value of the Land comes to **Rs.6,14,72,587 /-(Rupees Six Crore Fourteen lacs Seventy Two Thousand Five Hundred and Eighty Seven Only)** and accordingly Stamp Duty @ 7% on the market valuation comes to Rs. 43,03,081/- say Rs. 43,03,100/- as per government notification order no. S.V.K.N.-5-462/11-2006-500-(92)-2005 dated 23.02.2006 issued by Sansthatat Vitt, Kar Evem Nibandhan anubhag-5.

However, other than exchange valuation there is a consideration of **Rs.1,25,43,413/= (Rupees One Crore Twenty Five Lakh and Forty Three Thousand Four hundred and Thirteen Only)** which is also involved in this present transaction.

Thus the **Total Valuation** of **Schedule 'A'** property comes to **Rs.7,40,16,000/=**

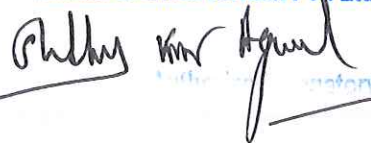
#### VALUATION OF SCHEDULE 'B' PROPERTY:-

##### The Valuation of Khasra Number 153 admeasuring 1200 sq mts is as under:-

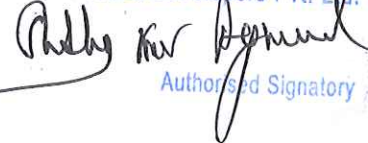
That Khasra No.153 is situated at (Sarsawan). The circle rate fixed as Rs. 22,500/- per sq mtrs having area 1200 sq meter. Market value of the land area for first 1000 sq. mtr. at the rate comes to **Rs. 2,25,00,000/- (Rupees Two Crore Twenty Five Lacs only)** and Market value of remaining area of 200 sq mtrs at the rate of Rs.15,750/- comes to

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**Rs.31,50,000/- (Rupees Thirty One Lacs and Fifty Thousand Only).** Hence the market value of the Land comes to **Rs.2,56,50,000/- (Rupees Two Crore Fifty Six Lacs and Fifty Thousand Only)** and accordingly Stamp Duty @ 7% on the market valuation comes to **Rs. 17,95,500/=** as per government notification order no. S.V.K.N.-5-462/11-2006-500-(92)-2005 dated 23.02.2006 issued by SansthaGatVitt, Kar Evem Nibandhan anubhag-5.

**The Valuation of Khasra Number 441 admeasuring 3410 sq mts is as under:-**

That Khasra No.441 is situated at (Sarsawan). The circle rate fixed as Rs. 18,000/- per sq mtrs having area 3410 sq meter. Market value of the land area for first 1000 sq. mtr. at the rate comes to **Rs. 1,80,00,000/- (Rupees One Crore Eighty Lacs only)** and Market value of remaining area of 2410 sq mtrs at the rate of Rs.12,600/- comes to **Rs.3,03,66,000/- (Rupees Three Crore Three Lacs Sixty Six Thousand Only).** Hence the market value of the Land comes to **Rs.4,83,66,000/- (Rupees Four Crore Eighty Three Lacs and Sixty Six Thousand Only)** and accordingly Stamp Duty @ 7% on the market valuation comes to **Rs. 33,85,620/=** as per government notification order no. S.V.K.N.-5-462/11-2006-500-(92)-2005 dated 23.02.2006 issued by SansthaGatVitt, Kar Evem Nibandhan anubhag-5.

The **total Valuation of Schedule 'B' Property** comes to **Rs. 7,40,16,000/=**

Since valuation of both the Properties are same hence In accordance with DM Circle Rate the

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stamp duty of Rs.51,81,120/= say Rs.51,82,000/= is being paid on the transaction by virtue of E-Stamp dated 10.08.2021 vide Number IN-UP29969548078462T.

**SCHEDULE OF PROPERTY "A"**

Proportionate land Area 3101.40 sq. meter of tower C-2 and 373.05 sq.mt of Club out of Plot No.GH-2 (Part) situated in Omaxe integrated Township at Sultanpur Road, Sarsawan, Lucknow.

**BOUNDARIES OF SCHEDULE "A" PROPERTY –**

**Tower – C2**

East : 9 mtrs Road thereafter other proposed site  
West : Setback area thereafter green area  
North : Tower No.C-3  
South : Tower No.C-1

**Club**

East : Open Area  
West : 6 mts Road and thereafter Tower No. A2 and A3  
North : Open Area thereafter Tower No. B4  
South : Open Area thereafter Tower No. B3

**SCHEDULE OF PROPERTY "B"**

Plot over Khasra No.153 and 441 having area 4610 Sq Mtr, situated at Village Sarsawan, Pargana-Lucknow, Tehsil- Sarojini Nagar, Distt – Lucknow.

**BOUNDARIES OF SCHEDULE "B" PROPERTY –**

**Khasra No.153**

East : Part of Khasra No.439 and 440  
West : Part of Khasra No.153  
North : Khasra No.154

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South : Road and thereafter Khasra No.448

**Khasra No.441**

East : Khasra No.440  
West : Khasra No.445  
North : Khasra No.439, 442  
South : Khasra No.449, 465 and 466

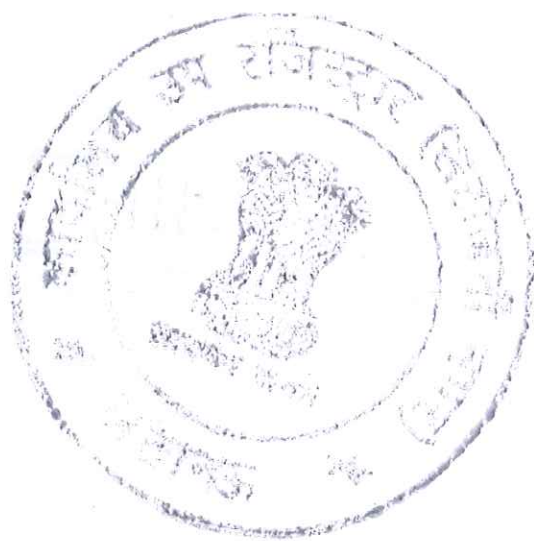
**SCHEDULE OF PAYMENT**

1. An Amount of Rs. **49,50,000/- (Rupees Forty Nine Lakh and Fifty Thousand Only)** vide NEFT No N208210681860894 dated 27.07.2021 drawn on Yes bank is being Paid by the First Party to second Party.
2. An Amount of Rs. **74,67,979/- (Rupees Seventy Four Lakh Sixty Seven thousand Nine Hundred and Seventy Nine Only)** vide NEFT No N209210683062040 dated 28.07.2021 drawn on Yes bank is being Paid by the First Party to second Party.
3. The First party and the Second Party will pay their respective TDS as applicable.

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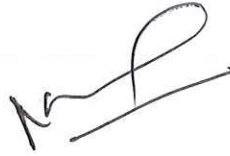
For Rishita Developers Pvt. Ltd.  
  
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In witness whereby the Parties have signed and executed this Deed of Exchange, without any pressure, coercion or undue influence whatsoever, and put their hands to the contents of this Deed of Exchange & its Duplicate in presence of the following witnesses, on the day, month and year first above mentioned.

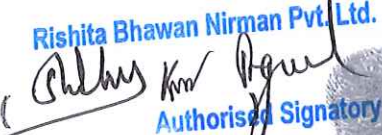
**WITNESSES:**

1. Manoj Kumar Verma  
S/o- Saryou Prasad Verma  
R/o- Kalyani Devi, Civil Lines  
957, Unnao (U.P.)



OMAXE LTD.  
()  
Authorised Signatory  
M/s Omaxe Ltd  
First Party



Rishita Bhawan Nirman Pvt. Ltd.  
()  
Authorised Signatory  
Rishita Bhawan  
Nirman Pvt. Ltd  
Second Party



For Rishita Developers Pvt. Ltd.

()  
Authorised Signatory

Rishita Developers  
Pvt. Ltd  
Third Party



2. Mridul Awasthi  
S/o- Diwakar Awasthi  
R/o- 266/531, B, Bhadewa  
Khala Bazar, Lucknow (U.P.)



Typed by:  
Riya Tandon Bhalla  
(Advocate)

Charan D S Bedi  
Advocate  
(CPL, LLB)

Drafted by:  
Charan D S Bedi  
(Advocate)

Mob No.9935717131

आवेदन सं०: 202101041030613

विनिमय विलेख

बही सं०: 1

रजिस्ट्रेशन सं०: 23465

वर्ष: 2021

प्रतिफल- 74016000 स्टाम्प शुल्क- 5182000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 740160 प्रतिलिपिकरण शुल्क - 100 योग : 740260

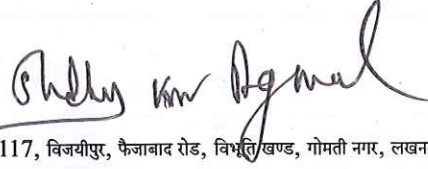
श्री रिष्ठा भवन निर्माण प्रा० लि० द्वारा

सुधीर कुमार अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री महेश चन्द्र अग्रवाल

व्यवसाय : व्यापार

निवासी: प्रथम तल, कोरोनेशन आनन्द टावर, F16-117, विजयीपुर, फैजाबाद रोड, विभूति खण्ड, गोमती नगर, लखनऊ



श्री, रिष्ठा भवन निर्माण प्रा० लि० द्वारा

सुधीर कुमार अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 11/08/2021 एवं 05:30:43 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



निर्मल सिंह  
उप निबंधक, मस्केनीनगर

लखनऊ

11/08/2021

ओम प्रतीक सिंह  
निबंधक लिपिक





बही सं०: 1

रजिस्ट्रेशन सं०: 23465

वर्ष: 2021

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

प्रथम पक्ष: 1

श्री ओमेक्स लि० के द्वारा काजी सईदरहमान, पुत्र श्री स्व० काजी खलीकुर्रहमान

निवासी: द्वितीय तल टी०सी०-34/वी2, साइबर टावर, लखनऊ

व्यवसाय: नौकरी



द्वितीय पक्ष: 1

श्री रिश्ता भवन निर्माण प्रा० लि० के द्वारा सुधीर कुमार अग्रवाल, पुत्र श्री महेश चन्द्र अग्रवाल

निवासी: प्रथम तल, कोरोनेशन आनन्द टावर, 116-117, विजयीपुर, फैजाबाद रोड, विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार



द्वितीय पक्ष: 2

श्री रिश्ता डेवलेप्स प्रा० लि० के द्वारा सुधीर कुमार अग्रवाल, पुत्र श्री महेश चन्द्र अग्रवाल

निवासी: प्रथम तल, कोरोनेशन आनन्द टावर, 116-117, विजयीपुर, फैजाबाद रोड, विभूति खण्ड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

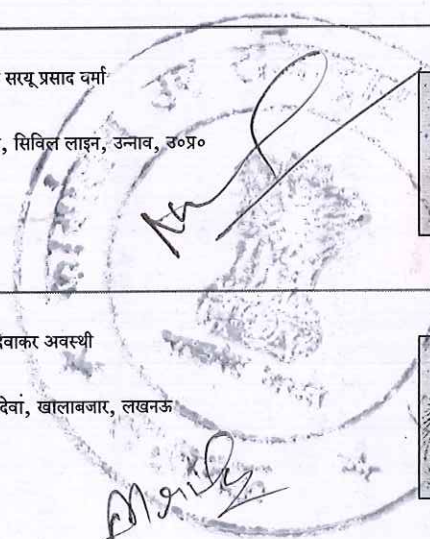
पहचानकर्ता : 1

श्री मनोज कुमार वर्मा, पुत्र श्री सारय प्रसाद वर्मा

निवासी: 957 कल्याणी देवी, सिविल लाइन, उन्नाव, उ०प्र०

व्यवसाय: नौकरी

पहचानकर्ता : 2



श्री मुहुल अवस्थी, पुत्र श्री दिवाकर अवस्थी

निवासी: 266/531, बी भदेवां, खालावजार, लखनऊ

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह

उप-निबंधक : सरोजनीनगर

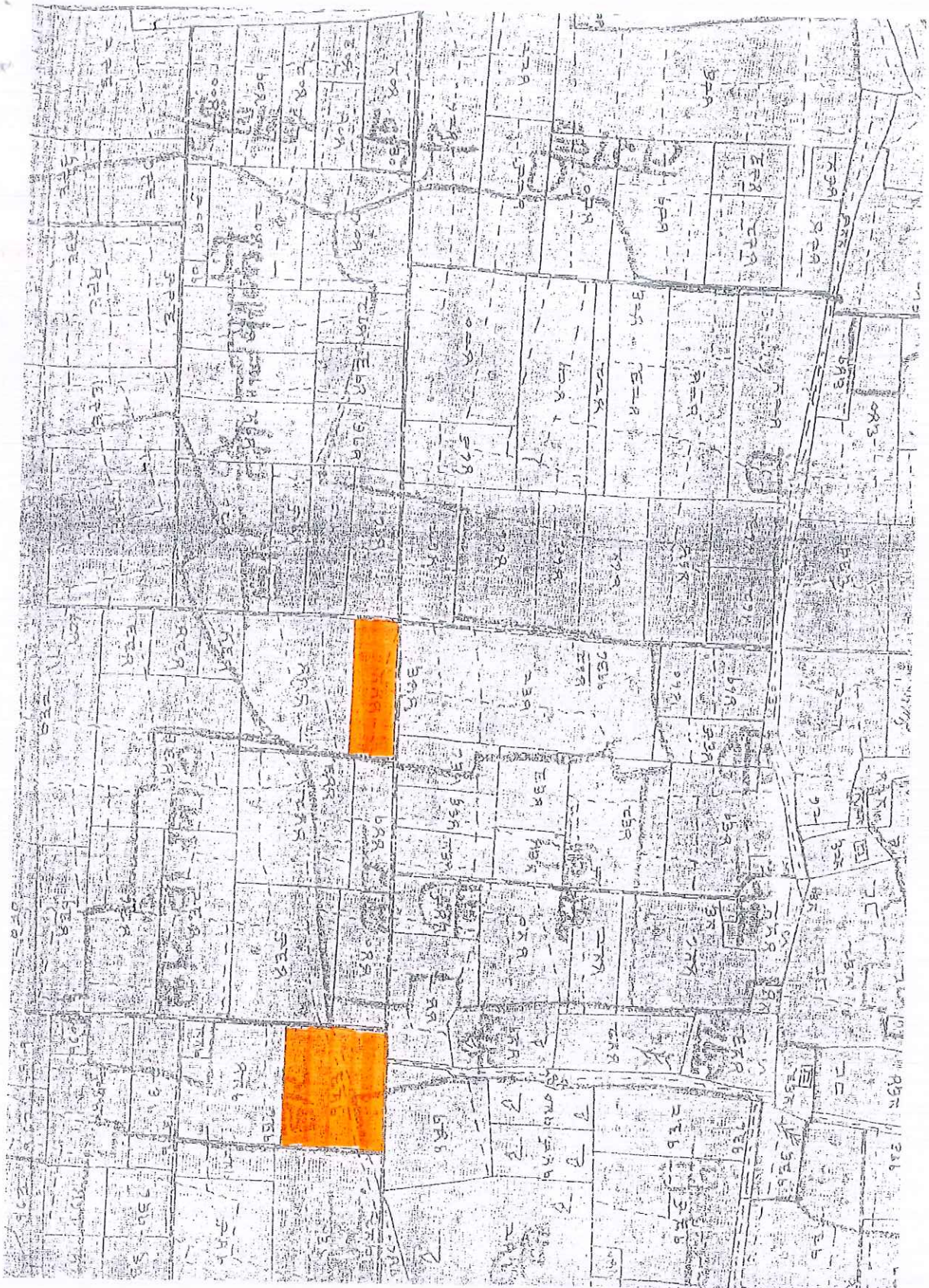
लखनऊ

ओम प्रताप सिंह

निबंधक लिपिक

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है।  
टिप्पणी :

153441



**OMAXE LTD.**  
*[Signature]*  
Authorised Signatory

**Rishita Bhawan Nirman Pvt. Ltd.**

*[Signature]*  
Authorised Signatory

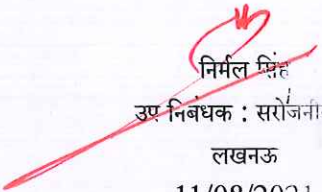
**For Rishita Developers Pvt. Ltd.**

*[Signature]*  
Authorised Signatory

आवेदन सं०: 202101041030613

बही संख्या 1 जिल्द संख्या 6885 के पृष्ठ 329 से 362 तक क्रमांक 23465 पर दिनांक 11/08/2021 को  
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
निर्मल सिंह

उप निबंधक : सरोजनीनगर

लखनऊ

11/08/2021



*[Faint handwritten text and illegible stamps at the bottom of the page]*