

14/12/18

Shafiq

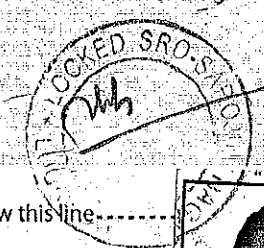
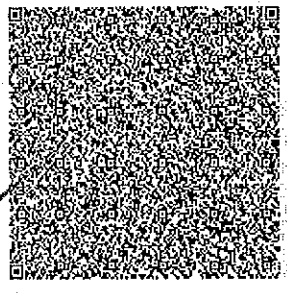


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP05412203592758Q
Certificate Issued Date	: 13-Dec-2018 01:06 PM
Account Reference	: SHCIL (FI)/ upshcil01/ SAROJINI NAGAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0106466205801967Q
Purchased by	: RISHITA DEVELOPERS PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: UNDIVIDED SHARE OF LAND TOWER NO.C1 AND D1 GROUP HOUSING-1, SEC-C, POCKET-6, SUSHANT GOLF CITY, LKO.
Consideration Price (Rs.)	:
First Party	: ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
Second Party	: RISHITA DEVELOPERS PVT LTD
Stamp Duty Paid By	: RISHITA DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.)	: 53,35,000 (Fifty Three Lakh Thirty Five Thousand only)



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Ansal Properties & Infrastructure Ltd.

[Signature]
Authorized Signatory

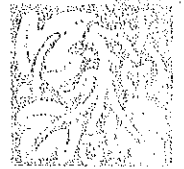
For Rishita Developers Pvt. Ltd.

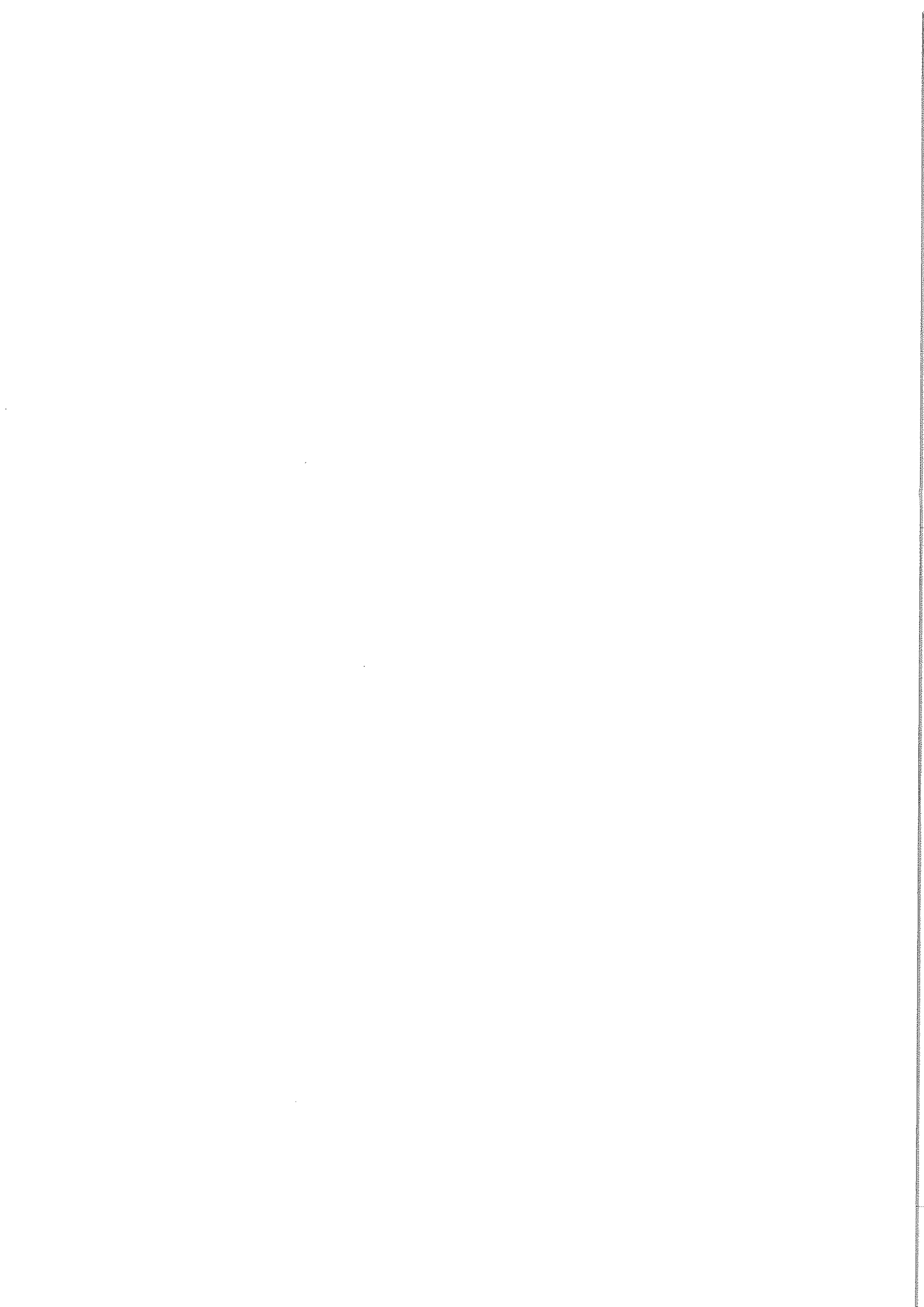
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TQ 0008000412



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.



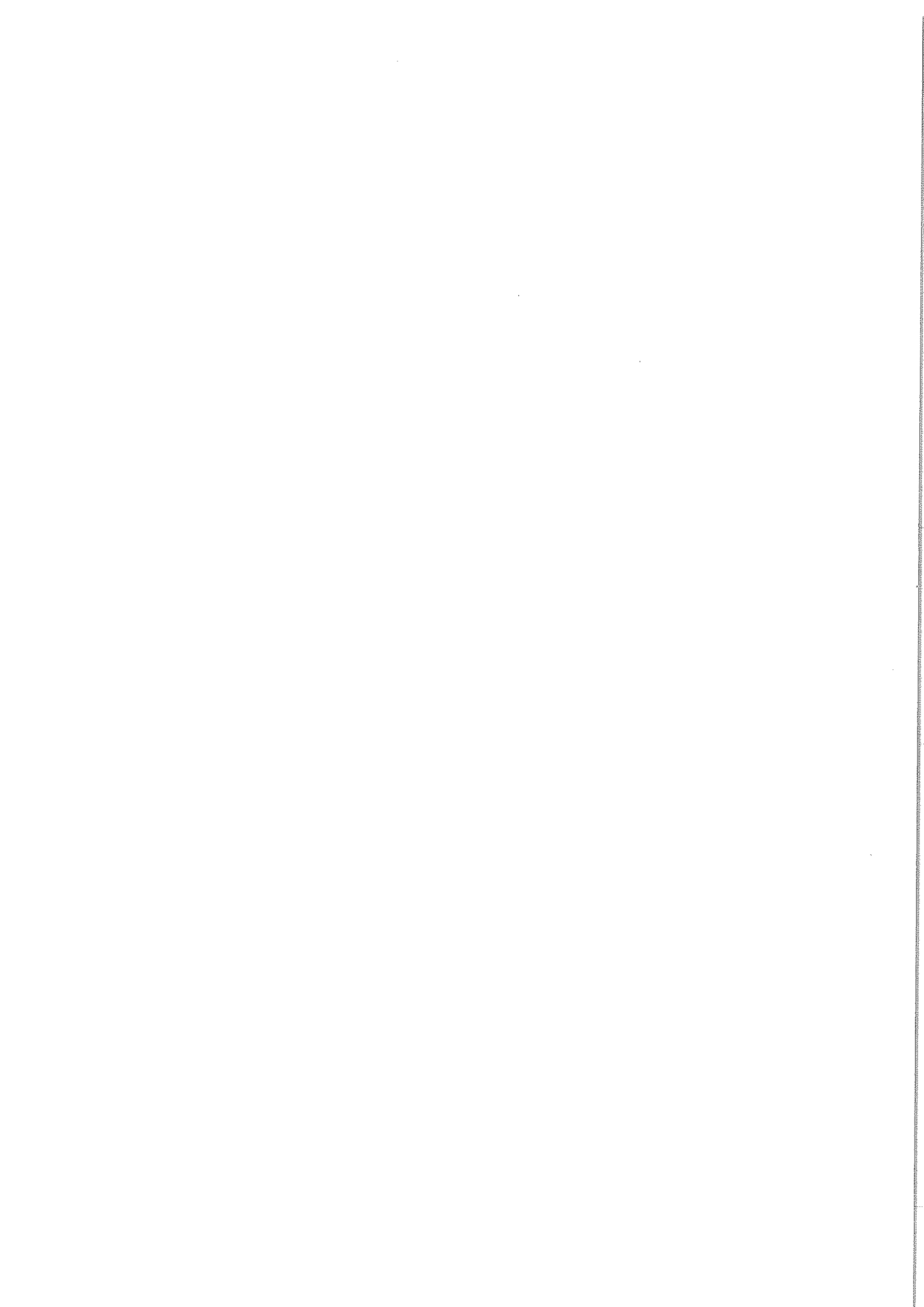


भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सरोजनीनगर लखनऊ क्रम 2018367015252
आवेदन संख्या : 201801041022743
लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-12-13 00:00:00
प्रस्तुतकर्ता या प्रार्थी का नाम सुधीर कुमार अग्रवाल
लेख का प्रकार विक्रय अनुबंध विलेख (विना)
प्रतिफल की धनराशि 266714208 / 0
1. रजिस्ट्रीकरण शुल्क 20000
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 20100
शुल्क वसूल करने का दिनांक 2018-12-13 00:00:00
दिनांक जब लेख प्रतिलिपि या तलाश
प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-12-13 00:00:00
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

14153118





भारत सरकार
GOVERNMENT OF INDIA



नीरज झा
Neeraj Jha
जन्म तिथि/DOB: 04/08/1987
पुरुष/ MALE
Mobile No: 7753001200
3789 8795 4800
VID : 9137 0156 5516 8517



आधार - आम आदमी का अधिकार

Cont No 7753001200

Profession Job

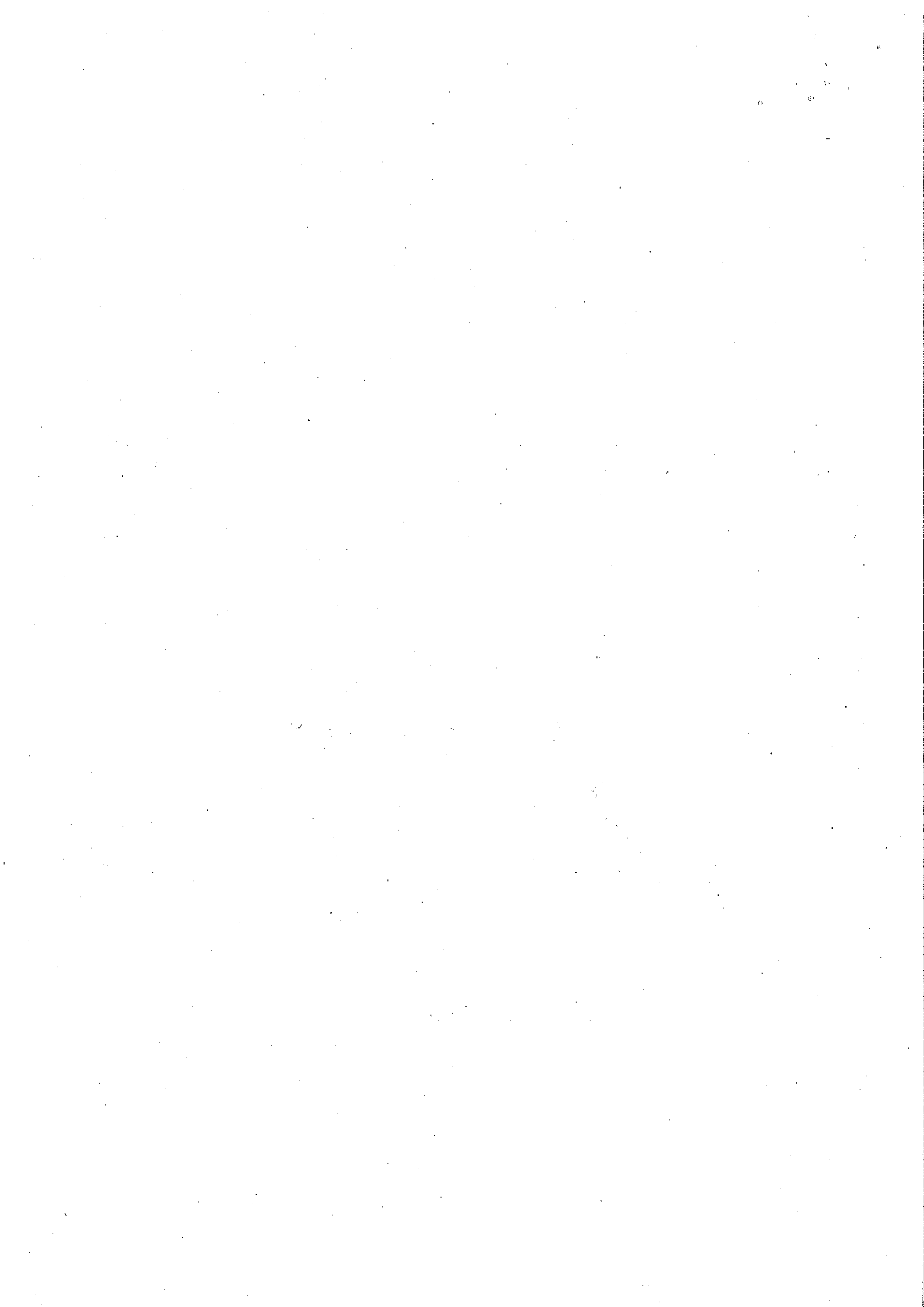
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भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

नाम: S/O: राम नरेश झा, जगन्नाथपुरी कर्मचारी, जिलाफतल, मकूर
महाकलापुरी, लखनऊ - 226001
जन्म तिथि - 22/08/87
Address :
C/O. S/O. Neeraj Jha, JAGANNATHPURI COLONY
MAGHNAKALAPUR, LAKHNAU - 226001
Dist. Lucknow,
U.P. Pincode - 226001



3789 8795 4800
9137 0156 5516 8517
1987
000 300 1947 help@uidai.gov.in www.uidai.gov.in 16, Sha. Inc. Bh. Baganpur-686 809





Rishita Developers

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भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



E-Aadhaar Letter

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

Sudhir Kumar Agarwal (सुधीर कुमार अग्रवाल)

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

आपका आधार क्रमांक/Your Aadhaar No.:

2248 9631 9397



आधार-आम आदमी का अधिकार



1031
600 305 1047



help@uidai.gov.in



www.uidai.gov.in

Validity unknown

Digitally signed by Sudhir Kumar Agarwal
Date: 2018.05.28 16:40:44 IST

- आधार देश भर में मान्य है।
- आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।
- कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं, इससे आपकी विभिन्न सुविधाएं प्राप्त करने में सहायियत होगी।

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भारत सरकार

GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



सुधीर कुमार अग्रवाल
Sudhir Kumar Agarwal
जन्म तिथि/ DOB: 30/07/1977
पुरुष / MALE



पता:

आत्मज: महेश चन्द्र 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

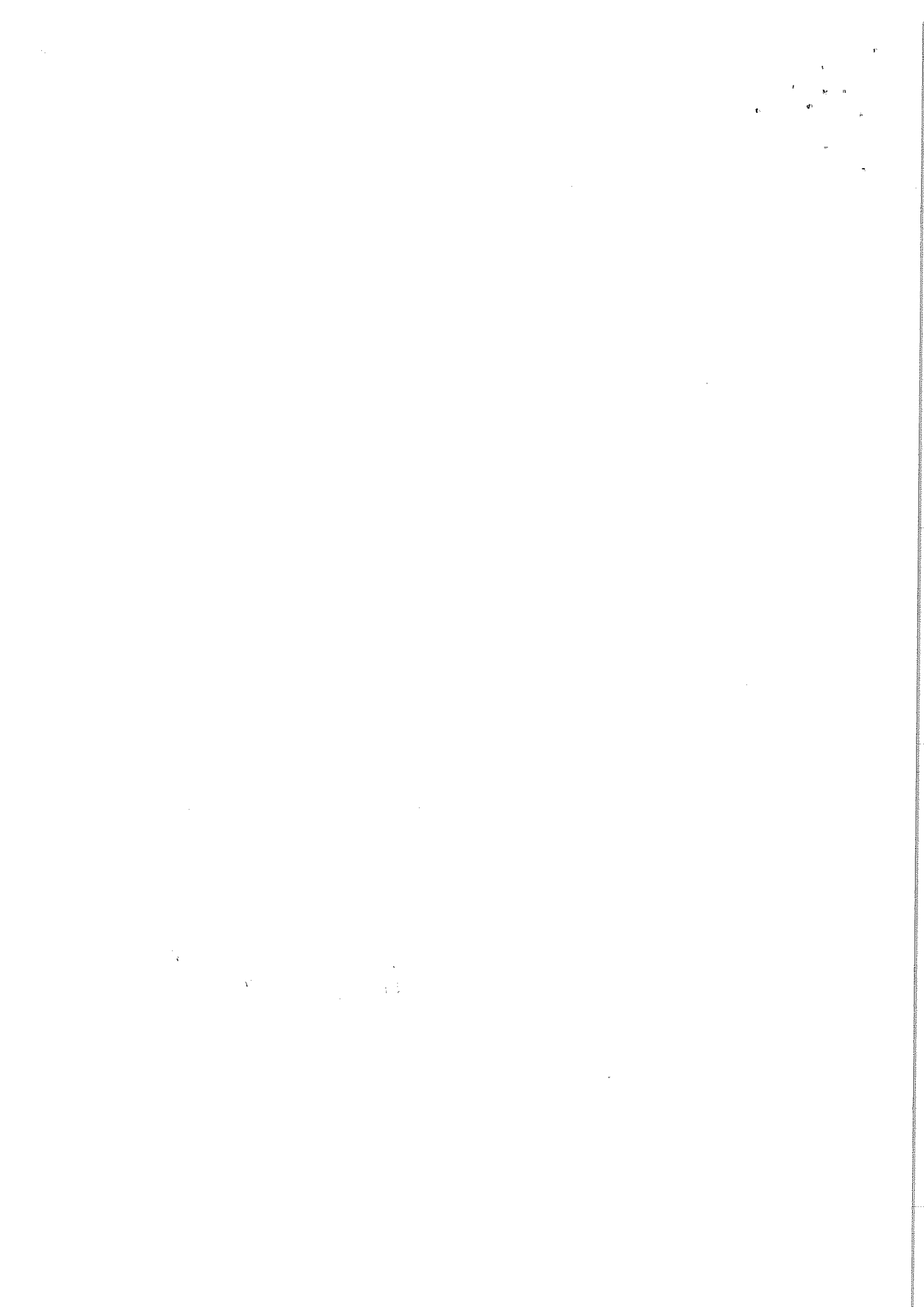
Sudhir Kumar Agarwal

2248 9631 9397

2248 9631 9397

आधार-आम आदमी का अधिकार



Aadhaar-Aam Admi ka Adhikar



DUPLICATI

भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

RXM2503019

निर्वाचक का नाम
अमित कुमार अग्रवाल
Elector's Name
AMIT KUMAR AGARWAL

पिता का नाम : लखन लाल अग्रवाल
Father's Name : LAKHAN LAL AGARWAL

लिंग / Sex : पुरुष / Male

संयोजित तिथि / DOB : 10/09/1974

Cont No. - 9792000399
By - Job

[Handwritten signature]
9792000399

RXM2503019

पता - ग.सं.967/21,
ए ब्लॉक इन्दिरा नगर,
तहसील-सखनडा जिला-लखनऊ

Address- HNo.967/21,
A Block Indira Nagar,
Tehsil-Lucknow, DIST-Lucknow

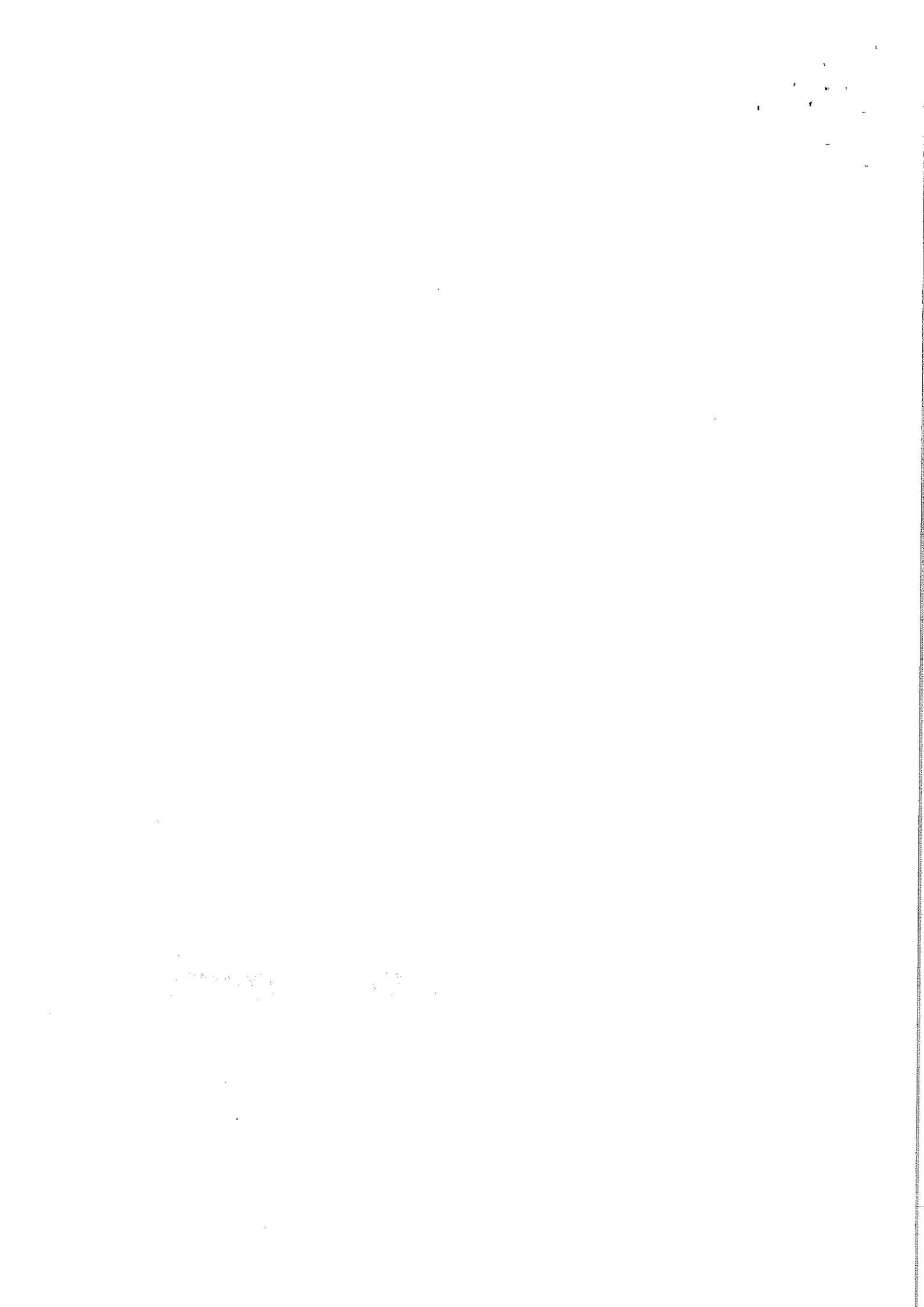
Date: 12-2018

173 - लखनऊ निर्वाचन क्षेत्र के
निर्वाचक रजिस्ट्रार के आदेश पर तहसील
की अनुमति

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

10W1321

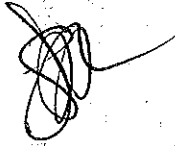
पता बदलने पर, नए पते पर अपना नाम
निर्वाचक नामावली में दर्ज करवाने तथा उस
पते पर वही नम्बर का कार्ड पाने के लिए
निर्वाचक कार्यालय में यह कार्ड नम्बर अवश्य भिजाने
with a view of change in address, mention this Card
No. in the relevant Form for including your
name in the roll at the changed address and to
obtain the card with the same number.



 **CENTRAL BAR ASSOCIATION**



Name: SURYA PRAKASH SINGH
Fathers Name: SHRI BALKRISHNA
CBA LEG No. S-956
Bar Council No. 13553/2010
Mobile No. 9125401320


9125401320

CENTRAL BAR ASSOCIATION

ADDRESS

541A/23, AMAN VIHAR
COLONY, NEW HAIDARGANJ,
LUCKNOW

DUPLICATE (2) - NOT VALID

LUCKNOW
2010




BRIEF DETAIL

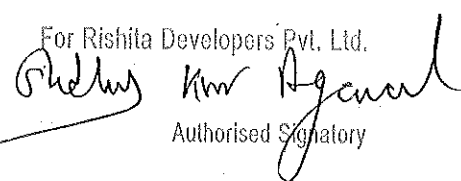
- | | | |
|-----------------------|---|---|
| 1. Type of property | : | Residential |
| 2. Mohalla | : | Sushant Golf City |
| 3. Property Details | : | Undivided Share of Land for Tower No. C1 and D1 of Group Housing -1, Sector -C, Pocket -6 situated Sushant Golf City, Sultanpur Road, Lucknow, (U.P.) |
| 4. Measurement Unit | : | Square Meter |
| 5. Area of Property | : | 11,297.42 Sq. Mtr. |
| 6. Situation of Road | : | Away from Amar Shaheed Path and Sultanpur Road. |
| 7. Other Description | : | situated at 45 Mtrs. wide road |
| 8. Constructed area | : | N.A. |
| 9. Sale Consideration | : | Rs. 26,67,14,202/- |
| 10. Advance | : | Rs. 1,53,52,331/- |
| 11. Stamp Duty | : | Rs. 53,35,000/- |

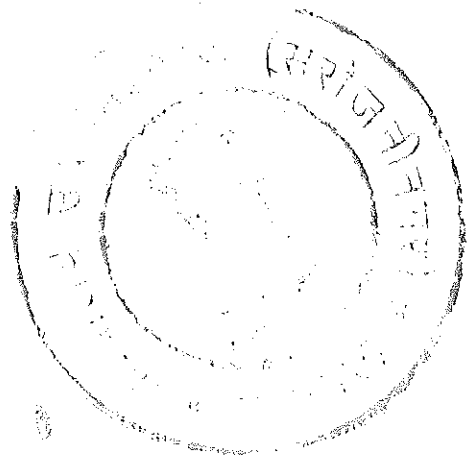
No. of First Party: 1	:	No. of Second Party: 1
Details of First Party/First Party	:	Details of Second Party/Second Party
Ansal Properties & Infrastructure Ltd., a company incorporated under the Companies Act, 1956, having its registered office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001 and branch/local office at 2nd Floor, Shopping Square, Sector-D, Sushant Golf City, Sultanpur Road, Lucknow-226030, through its authorized signatories Mr. Neeraj Jha, duly authorized by Board resolution dated 10 th November, 2018	:	Rishita Developers Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its registered office at 116-117, Coronation Anand Tower, 1st Floor, Vibhuti Khand, Gomti Nagar, Faizabad Road Lucknow-226010, through its Director Mr. Sudhir Kumar Agarwal, duly authorized by Board of Directors

For Ansal Properties & Infrastructure Ltd.


Authorized Signatory

For Rishita Developers Pvt. Ltd.


Authorized Signatory



AGREEMENT TO SELL (WITHOUT POSSESSION)

THIS AGREEMENT TO SELL is executed at Lucknow on this 13th day of December 2018.

BETWEEN

Ansal Properties & Infrastructure Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 115, Ansal Bhawan, 16, K.G. Marg, New Delhi-110001 and branch/local office at 2nd Floor, Shopping Square, Sector-D, Sushant Golf City, Sultanpur Road, Lucknow- 226030 through its authorized signatories Mr. Neeraj Jha, duly authorized by Board resolution dated 10th November 2018 (hereinafter referred to as the "**FIRST PARTY/ ANSAL API**", which expression shall, unless repugnant to the context or meaning thereof shall mean and include its representatives, successor-in-interest and permitted assigns), of the **ONE PART**.

AND

Rishita Developers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 116-117, Coronation Anand Tower, 1st Floor, Vibhuti Khand, Gomti Nagar, Faizabad Road Lucknow-226010, through its Director Mr. Sudhir Kumar Agarwal duly authorized by Board of Directors, (hereinafter referred to as the "**SECOND PARTY**", which expression, unless repugnant to the context or meaning thereof, shall mean & include its authorized representatives, successors-in-interest and permitted assignees,) of the **OTHER PART**.

First Party and Second Party are hereinafter individually referred to as the "**Party**" or as such and collectively referred to as the "**Parties**".

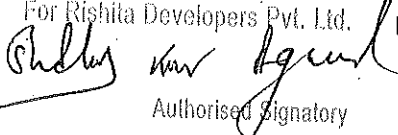
WHEREAS:

- a. The Housing & Urban Planning Department, Government of Uttar Pradesh Keeping in view the mandates of The National and State Housing Policy, announced a policy dated 22.11.2003 to be known as Hi-Tech Township policy to promote and facilitate private sector participation in the development of Hi-

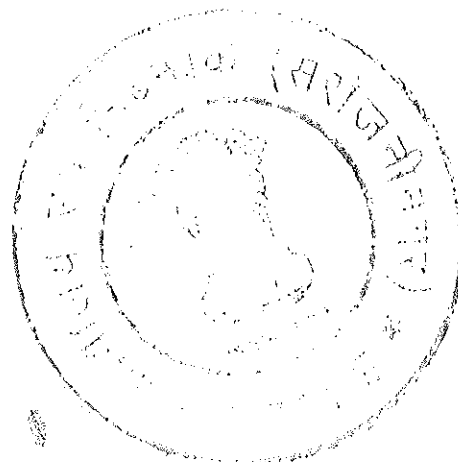
Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Rishita Developers Pvt. Ltd.


Authorised Signatory

Page 2 of 16



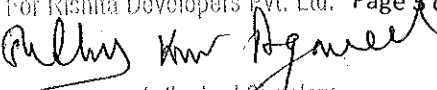
Tech Townships with world class infrastructure and for which it invited proposals for development of Hi-Tech Township in the state of U.P.

- b. The High power committee constituted by the Government of Uttar Pradesh has selected Ansal API for development of a Hi-Tech Township at Sultanpur Road in Lucknow on the land measuring 3530 acres (approx.) and a Memorandum of Understanding was executed between Ansal API and Lucknow Development Authority (Hereinafter referred to as "Lucknow Development Authority /LDA") constituted under the provisions of Uttar Pradesh Urban Planning Development Act 1973.
- c. A memorandum of understanding has been signed between Lucknow Development Authority, Lucknow and the First Party for development of Hi-Tech Township in Lucknow and in furtherance of which the Detailed Project Report (DPR) had been submitted and which had been approved by the Lucknow Development Authority, Lucknow.
- d. The detailed lay out plan of the Hi-Tech Township has also been approved by the Lucknow Development Authority.
- e. The land use of the proposed site conforms to the development of Hi-Tech Township as per the Master Plan of Lucknow 2031.
- f. The layout plan has been approved with the detail project report (DPR) and all the development work on the land are being carried out on the basis of approved layout plan.
- g. Under the terms and conditions of memorandum of understanding, the First Party is authorized to transfer the units of different specifications and sizes, developed by the First Party to its transferee(s)/purchasers on the terms and conditions of Hi-Tech Township Policy. The First Party has also been authorized to carry out and complete the internal and external development of various services/facilities on its own as per the standard specifications conforming to the Government policies and the relevant IS/BIS guidelines and practices.
- h. That the First party has acquired the land of Group Housing 1 Sector C pocket 6 as described in Annexure 1 of ATS, by virtue of direct purchases from the

For Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Rishita Developers Pvt. Ltd. Page 3 of 16


Authorised Signatory

farmers/land owners and also through Consortium Agreements and has been appointed as Private Developer and Lead Member for the development of the Land and further the First Party has been authorized by the consortium members under the said agreements to negotiate and transfer the undivided share of land in favour of one or more consortium member(s) and accordingly, as per its powers and on mutual covenants, agreed to transfer undivided share of land admeasuring 11,297.42 Sq.Mt., under Group Housing -1, Sector -C, Pocket -6 for Tower - C1 and D1 situated at Sushant Golf City, Sultanpur Road (Shaheed Path), Lucknow, (U.P.), (hereinafter referred to as "**Subject Land**"), in favour of the Second Party, as marked and detailed in "**Annexure -1**".


- i. The permissible FSI is available on the Subject Land as per the bye-laws.
- j. On mutual covenants, the First Party has agreed to transfer Subject Land and Second Party has agreed to acquire the same on payment of total consideration of Rs. 26,67,14,202/- (Rupees Twenty Six Crores Sixty Seven Lakhs Fourteen Thousand two Hundred and Two Only.)
- k. The Parties hereby confirm that they are signing this Agreement to Sale with full knowledge of all applicable laws, rules, regulations, notifications, etc., applicable to the Hi-Tech Township, Lucknow.
- l. The Second Party shall carryout the due diligence of the Subject land to its complete satisfaction prior to execution of Sale Deed of the UDS Area of the Subject land

AND WHEREAS The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.


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

1. Representations, warranties and assurances:

For Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Nishita Developers Pvt. Ltd.


Authorised Signatory

Page 4 of 16

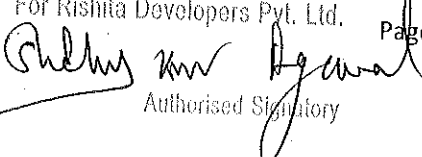


- (i) First Party represents that it is duly incorporated, organized and validly existing, and has full legal power and authority to transfer Subject Land in favour of the Second Party.
- (ii) Second Party represents that it is duly incorporated, organized and validly existing, and has full legal power and authority to acquire Subject Land from the First Party, on payment of agreed total consideration.
- (iii) Parties represents that they/it have/ has full power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, in continuation of their earlier arrangements. The execution, delivery and performance of this Agreement by either Party have been authorized by all necessary actions, and do not and will not (i) require any Consents, except for such consents and approvals as have already been obtained, (ii) violate any applicable law.
- (iv) That this Agreement is a legal, valid and binding obligation of each other Parties, enforceable against either Party in accordance with its terms.
- (v) Each of the Party represent that they have ensured and shall ensure that all details, information, and communication with or without attachments reflect true and correct information as regard to the subject matter of this Agreement.
- (vi) Second Party represents that it is aware of the terms and conditions of MOU of High Tech Town Ship, Building Bye Laws, Pollutions Laws, lay out approval rules and procedure, applicable labour laws, municipal laws and provisions related to electricity and other utilities and develop the residential project on Subject Land in compliance of such laws, as applicable, from time to time and shall be solely responsible for compliance of such laws.
- (vii) First Party represents that permitted use for the Subject Land has already been earmarked as 'Residential' in the approved layout plan of the Township and as per the current applicable building Bye laws and The Second party shall not be obligated to pay any amount towards the conversion charges paid or payable in the aforesaid conversion, however Second Party shall be liable to bear

For Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Rishita Developers Pvt. Ltd.


Authorised Signatory

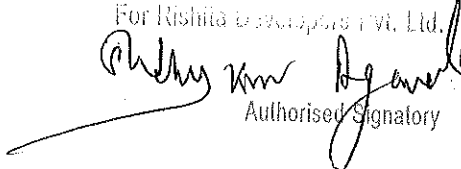


- costs/fee/expenses for lay out approval, electricity connection, water connection and site service development charges etc .
2. The Second Party has paid Rs 1,53,52,331/- (Rupees Crore Fifty Three Lakh Fifty Two Thousand Three Hundred and Thirty One Only) till the date of execution of this Agreement, being part of total consideration.
 3. On or before the date of Registration of Sale Deed and before receiving the post dated cheques of the balance amount from Second Party:
 - (i) The First Party shall deliver all the original/Certified title deeds/documents of the Subject land to the Second Party.
 - (ii) The First Party shall be solely responsible for the approvals of Schedule Cast/Schedule Tribe land, if any, at its own costs and expenses as may be required under Uttar Pradesh Land revenue Code 2006 before the execution of the sale deed.
 - (iii) The First Party shall get the Subject land clear from any encumbrances/charge, if any and confirm to the Second Party.
 4. That the First Party covenants with the Second Party that in case, the above mentioned Subject Land or part thereof is to be cleared/acquired and any cost involved shall be paid by the First Party.
 5. The Second Party on receipt of copy of above clearance(s), as mentioned in Clause No.3 hereinabove , of the Subject Land, shall pay the balance consideration of Rs 25,13,61,873/- (Rupees Twenty Five Crores Thirteen Lakhs Sixty One Thousand Eight Hundred and Seventy Three Only) in a period of 36 equal monthly installment. The second party shall be entitled for a down payment discount or preponement discount calculated at the rate of 15% PA on the advance payment of the balance consideration.
 6. In case the Second Party fails / delays or neglects to make the payment of consecutive 3 installments as per the schedule mentioned herein above, it shall be liable to pay interest calculated @ 18% p.a. for the period of delay. First Party at

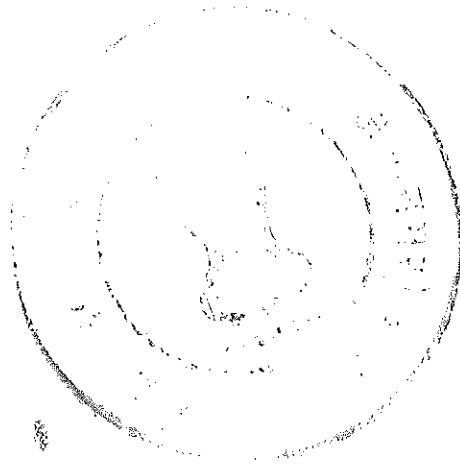
For Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Rishita Developers Pvt. Ltd.


Authorised Signatory

Page 6 of 16




its own discretion may terminate the deal in case of delay of payment of aforementioned installment and forfeit the 20% of the paid amount.

7. That the First Party shall execute the sale deed in respect of the Subject Land, whose boundaries are given at the foot of this agreement, in favour of the Second Party, on receipt of the PDC(s) of the balance amount to the satisfaction of First Party and subject to Clause 5 as stated above.
8. That in case the first party having successfully complied with the conditions of clause 3 herein above. Second party delays/neglects and or/fail to get the sale deed executed then it shall continue with the payment of balance consideration as per the terms of this ATS and in case the second party does not make the payment then the conditions of the clause 6 shall apply.
9. The Second Party herein undertakes that all necessary approvals / sanctions/ NOC from various departments including but not limited to Fire, Height, Pollution, Environment etc. required for the development and construction at the subject land shall be obtained by it at its own costs and expenses. It is clarified that such costs are exclusive of the consideration agreed for transfer of Subject Land as per this Agreement.
10. The Second Party shall not without the consent of the First Party do or suffer anything to be done in or on the Subject Land which may tend to cause damage to any other structures adjacent to the Subject Land or hampers/obstructs other construction activities being carried out in the Hi-Tech Township, Lucknow. Further, the Second Party shall not keep any material in the common areas and shall ensure disposal of all malba/construction material as per instructions/guidelines of the First Party after the completion of the residential project at its own cost and expenses.
11. The First Party agrees that all dues, demands, charges, duties, liabilities, taxes, cess, including property tax etc. and any other outgoings in respect of the Subject Land upto the date of registration of sale deed of the Subject land, irrespective of the time when such demand is made, as demanded / imposed by the Lucknow Nagar Nigam Lucknow, Lucknow Development Authority, any State or Central

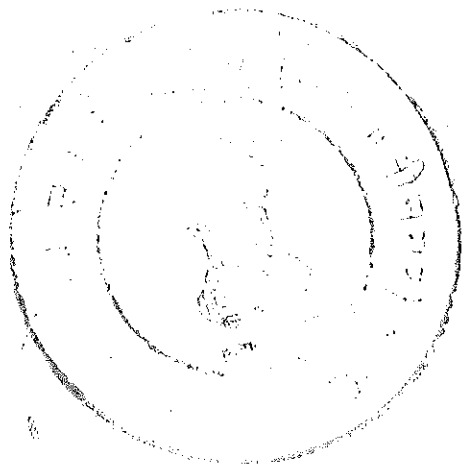
For Ansal Properties & Infrastructure Ltd.


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For Rishita Developers Pvt. Ltd.


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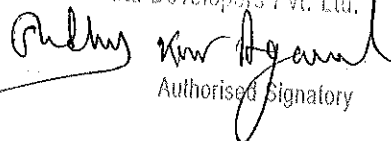


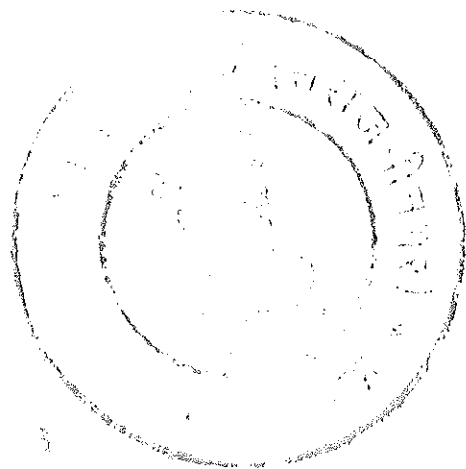
- Government or any other authorities shall be borne and paid by the First Party to the absolute exclusion of the Second Party and/or allottees, as the case may be.
12. The Second Party agrees that all dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. and any other outgoings in respect of the Subject Land for the period starting from the date of registration of sale Deed as demanded/imposed by the Lucknow Nagar Nigam, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the Second Party to the absolute exclusion of the First Party. Further, Second party also agrees that it shall keep First Party indemnified against any exclusions and/or non-payment of aforesaid dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. and any other outgoings in respect of the Subject Land.
13. That if the First party does not execute the sale deed despite payment/ issuance of PDC (s) towards Sales Consideration and subject to the fulfillment of all the terms and conditions mentioned herein in favour of the Second Party within the stipulated period, the Second Party may get the Sale Deed executed through court of law at the cost and expenses of the First Party provided the Second Party has fulfilled all its obligations as mentioned herein in the agreement.
14. That, in any case if the First Party fails to comply with the provisions of Clause 3 (ii) & (iii) of this agreement within the cumulative time frame of 8 (eight) months or as may be mutually extended agreed period subject to the Force Majeure clause stated towards the end of this Agreement, then the Second Party, as per its discretion, may terminate this agreement and upon such termination, the First Party shall be liable to refund the total amount paid by the Second Party under this agreement till that date along with interest at the rate of 18% p.a. and also the Second Party shall be entitled to receive other costs/charges, if any, made by the Second Party in relation to the Subject Land. However, in case the First Party's failure is on account of events outside its control, such as time taken in granting any permissions/approvals by the government authorities including the L.D.A. or any other such event, then Parties must mutually decide further course of action based on the stage of development.

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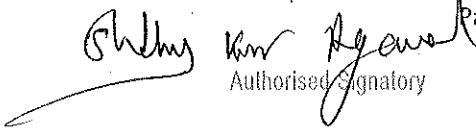


15. The Second Party shall develop the Subject Land as per the norms and bye laws of the governing authority by utilizing the permitted FAR strictly in adherence and in accordance with the Sanctioned building plans.
16. The Second Party shall strictly follow the norms of Ground Coverage & FAR and elevations as defined in the approved / sanctioned plan failing which all liabilities whether civil or criminal shall be solely borne by the Second Party. The Second Party shall also indemnify, the First Party, from all the damages & losses, of any nature, that are inflicted upon the first party on account of above mentioned deviation(s). However, the First Party shall provide the required number of EWS /LIG Units required for Group Housing -I, Sector -C, Pocket -6 in Sushant Golf City and keep the Second Party indemnified for all the time for its compliance.
17. That the Parties confirm and declare that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9) (A) of the Benami Transactions (Prohibition) Act 1988 and that the transaction is well within the purview of the permitted transactions defined thereunder and if found otherwise in future then the defaulting party shall indemnify to other for all such losses caused due to such misrepresentation.
18. The maintenance and management of common areas and amenities in the Subject Land shall be the responsibility of the Second Party. The maintenance and management of other areas and amenities in the township (except that of the Subject Land) shall be carried out by the First Party/its nominees. The Second Party shall execute and/or cause the Allottees of units, as the case may be, to execute a separate maintenance agreement with the First Party/nominated agency, if required by the First Party /nominee agency which be called as "Township Maintenance Agreement" subject to such terms as may be mutually agreed between the parties at the relevant time.
19. That the second party undertakes to sign the maintenance agreement with the first party or the nominated agency before the start of construction at site. The second party also under takes to pay an amount calculated @ Rs 0.25 paise per Sq ft per quarter as the malba charges to the first party or its nominated agency from the date of start of construction of the area being constructed on the Subject Land.

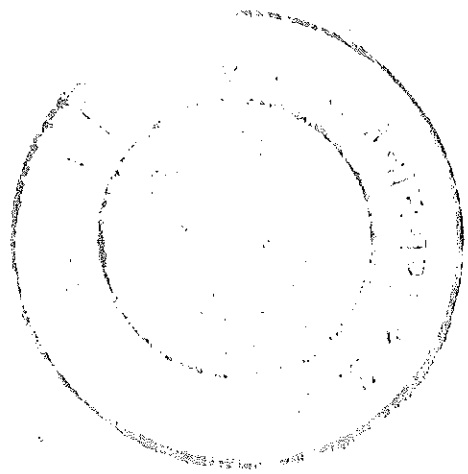
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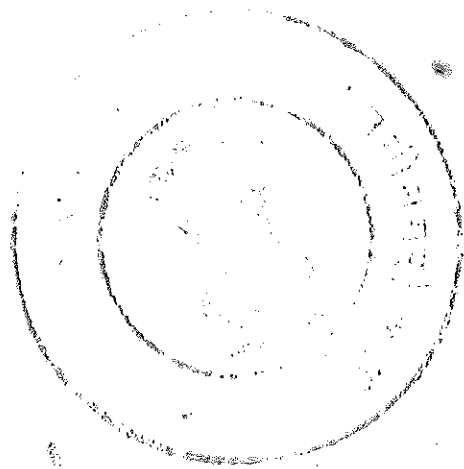
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20. The fire and all other clearance for the proposed project for the purpose of completion certificate shall be obtained by the second party solely at its own cost and expenses. The Second Party shall on its own cost obtain and procure and keep renewed such permissions and approvals as are required and specified by the applicable laws, for the time being in force.
21. The Second Party shall abide by provisions of the law, rules, policies and regulations in force and applicable to the Subject undivided share of Land /Project and as applicable to Hi-Tech Township, Lucknow at any time including any amendments and modifications thereof. Further, the Second Party shall also comply with the terms and conditions of various policies, licenses, approvals and sanctions granted/issued by the competent authorities in respect of the Subject undivided share of Land/Project and of Hi-Tech Township including and not limited to environmental clearance, development agreement, license etc.
22. The Second Party shall be liable and responsible for adherence and compliance of all applicable norms and law with respect to Subject land and of Hi-Tech Township, Lucknow and shall keep harmless and indemnified the First Party from the liabilities, as may arise, from violation(s) or non-compliance(s) as well any claim by allottees/ buyers or any penalties by Government Authorities in relation to the Subject Land or the project undertaken by the Second Party. It is agreed by Parties and confirmed by the Second Party that pursuant to this Agreement, any claim, dispute or consequences arising out of further assignment/ allotment/ sale of Subject land or constructed unit by the Second Party on the Subject land shall be exclusive liability of the Second Party without affecting the First Party in any manner, whatsoever.
23. The Second Party shall indemnify, defend and keep the First Party harmless against any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually (or as may be) suffered or incurred by the First Party howsoever, arising out of a breach by the Second Party of any of its obligations qua the subject property under applicable laws including the RERA and the subsequent state rules.
24. The Second Party also agrees to comply with all the conditions as will be applicable as standard terms applicable to an Allottee under the Hi-Tech Township



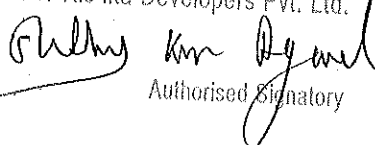
Policy and also agrees to comply with the conditions as laid down by the Central and State Government(s) under applicable laws, policies, documents, orders etc. from time to time.

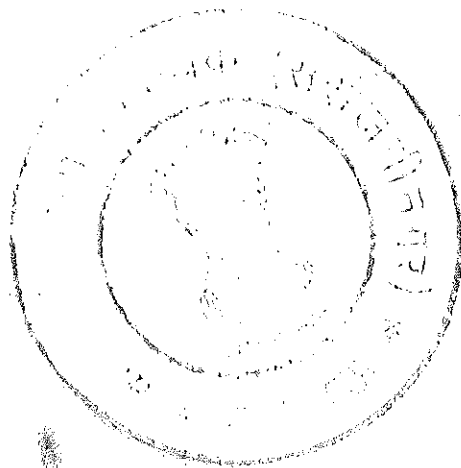
25. All the costs towards designing, renewal/ revision of layout, sanctioning, construction, development & completion of the proposed residential project shall exclusively be incurred by the Second Party and it shall be solely responsible for obtaining the completion certificate from the concerned authorities.
26. All services to be laid on the Subject Land and proposed residential project shall be in the scope of responsibility of Second Party.
27. 'Ansal API' shall provide the developed area as per the Hi-Tech Township policy of the Govt. of U.P. including the trunk drainage, external roads, trunk sewer and solid waste disposal system at a point(s) of the boundary of the land. Internal development as per the specification of the Hi-Tech Township policy for the allotted area will be carried out by the Second Party at its own cost and expenses as per approved layout. However, it has been agreed between the parties that the soil excavated/ mined at the subject land and taken out of the plot shall be distributed in the ratio of 33% : 67% between the first party and the second party respectively. In case the second party requires the excavated soil at the later date, the same shall be given by the first party up to the limit received by the First party.
28. The power connection from the nearest sub-station located to/within the Subject land / project i.e. Group Housing -I, Sector -C, Pocket -6 will be taken by the Second Party on its own cost and the First Party shall facilitate the same. The expenses incurred in conductors, transformers, meters, and all the connected equipments shall be borne by the Second Party solely.
29. The First Party, shall facilitate the sanctions of plans including revision, if required. The Second Party shall be responsible to deposit the requisite fee of LDA and bear all other expenses incurred for the approval. The Second Party shall obtain the fire and other clearances at site done at its own costs. Any objections, raised by the LDA /other authorities during scrutiny of plans, shall be addressed by the Second Party solely, at its own costs. However, if any objections, not attributable to second party,

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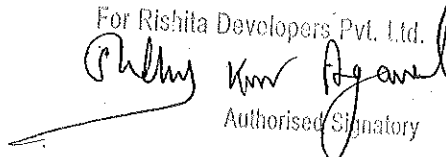


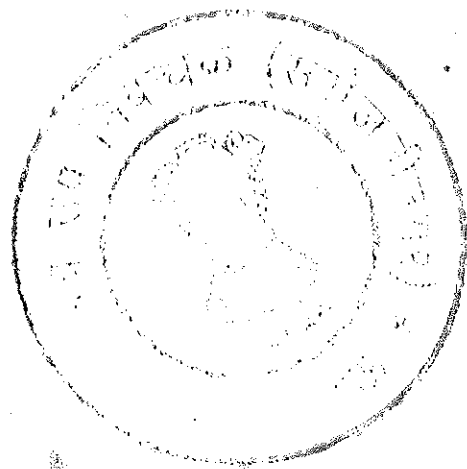
- are raised by LDA / any other authority, with respect to the layout of the township then it shall be addressed by the First party at its own cost.
30. Second Party will pay for all services connection of building(s) of residential project to trunk services of the colony as per demand raised by the First Party or its nominated agency and connections shall be provided only after making full payment against the demands raised by First Party or its nominated agency. Second Party shall take all necessary approvals from all concerned departments and shall keep the first party indemnified of all responsibilities as laid down in any statute.
 31. That the Second Party shall be entitled to avail all benefits of the external development carried / to be carried by the First Party including but not limited to STP, Common roads, parking lots, electric feeder etc. and shall not be required to make payment of any further charges in the this regard.
 32. The Second Party shall at its own costs and expenses obtain connections for electricity, water and other utilities, from the nearest possible source, for the towers constructed on the said undivided share of Land and shall connect/join the same with the main lines/connections in the Project. The power connection from the nearest sub-station located near the Subject land will be taken by the Second Party on its own cost and the First Party shall facilitate. The expenses incurred in conductors, transformers, meters, and all the connected equipments shall be borne by the Second Party itself. The Second Party shall be liable to pay the expenses incurred for the electricity connection to the extent from the nearest sub-station situated near the said tower/block herein mentioned above.
 33. The Power and Service connection to the Subject Land shall have to be provided by the First Party before start of the construction and cost of connection charges will be borne by the Second Party only as applicable as may be demanded by the First Party or its assignee or nominated agency.
 34. That the parties covenant to do all such acts and things which may be required to be done in respect of this agreement. All costs, charges and expenses including the stamp duty, registration fees and other incidental charges towards this Deed and all other deed/ documents in relation thereto including sale deed shall be paid by the Second Party only.

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For Rishita Developers Pvt. Ltd.


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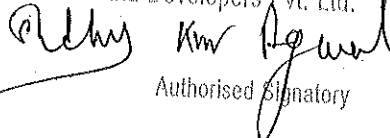


35. That the physical possession of the Subject Land will be transferred by the First Party to the Second Party at the time of execution of sale deed.
36. That total sale consideration is Rs. 26,67,14,202/- on which 2% stamp duty Rs. 5334284/- + 716/- =Rs. 53,35,000/- shall be paid by Second Party. However at the time of execution of Sale Deed, if any TDS is deducted and same shall be adjusted from the Credit Notes issued by the First Party.
37. All notices and other communications under this Deed shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the addresses of the addressee mentioned hereinabove. Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third working day of the putting the notice/communication in the course of transmission if sent via speed post or registered mail.
38. In the event of any dispute of difference arising between the parties in any manner relating to, or concerning, or arising out under subject matter of this Agreement, the matter shall be referred before mutually appointed Sole Arbitrator for arbitration in terms of Arbitration & Conciliation Act, 1996 and its amendments from time to time whose decision shall be final and binding upon parties. The arbitration proceeding shall be conducted in accordance with the Arbitration & Conciliation Act, 1996. The arbitration proceeding shall be held at Lucknow only. This clause shall survive even if this Agreement becomes inoperative or void on account of breach of any Terms & Conditions mentioned herein by either of the Parties or any other person.
39. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties. The Parties hereto consider the restrictions contained to be reasonable as to protect their interests and rights.

For Ansal Properties & Infrastructure Ltd.


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For Rishita Developers Pvt. Ltd.


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40. Each Party shall co-operate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested by the other Party from time to time in order to carry out, give effect to, and for the intended purpose of this Agreement.
41. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject-matter of this Agreement and merges all prior discussions between them and neither of the Parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided in this Agreement as duly set forth or subsequent to the date in writing and signed by a proper and duly authorized representative of the Party to be bound thereby.
42. Save where this Agreement expressly provides, neither Party shall be deemed to have waived any right, power, privilege or remedy under this Agreement unless such Party has delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No failure or delay on the part of either Party in exercising any right, power, privilege or remedy hereunder shall operate as a waiver, default or acquiescence thereof, nor shall any waiver on the part of either Party of any right, power, privilege or remedy hereunder operate as a waiver of any other right, power, privilege or remedy, nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.
43. Any failure by either Party to carry out any of its obligations shall not be deemed to be a breach of this agreement, if such failure is caused by a force majeure event. For the purposes of this agreement, the force majeure event shall include, inter alia, computer network failure, strikes, lockouts, boycotts, embargoes, governmental restrictions, delays from the side of government authorities/bodies, wars, war-like actions, civil commotion, riots, uprising, revolutions, epidemics, fires, floods, storms, earthquakes, other natural occurrence or any other event beyond the control of such Party. The performance of the Parties' obligations shall be suspended for as long as the force majeure event continues to exist.

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44. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party.
45. Neither of the Parties hereto shall be entitled to assign this Agreement, or any of their rights, powers, obligations and/or duties hereunder without the prior written consent of the other Party.
46. No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by both Parties.
47. This Deed shall be governed by the laws as applicable in state of Uttar Pradesh and the courts at Lucknow shall have exclusive jurisdiction to adjudicate upon all matters/issues arising out of/related to this Deed or transactions set out in this Deed.

DESCRIPTION OF THE PROPERTY

Undivided share of Land admeasuring 11,297.42 Sq.Mtr., for Tower – C1 and D1 in Group Housing -I, Sector-C, Pocket -6 at at Sushant Golf City, Sultanpur Road (Saheed Path), Lucknow, (U.P.) is bounded as under :-

North East	:	24 Mt. Road
South West	:	Tower-E1 and Club
North West	:	Plotted Development
South East	:	Tower - C2

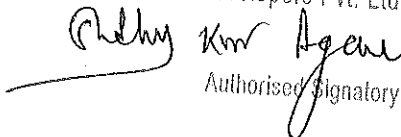
SALES CONSIDERATION

1. It is also agreed that till date the First Party has already received amount totaling to Rs 1,53,52,331/- (Rupees Crore Fifty Three Lakh Fifty Two Thousand Three Hundred and Thirty One Only)and are taken to be consideration paid towards the sale of the subject land.
2. The parties agree that the balance sales consideration of Rs 25,13,61,873/- (Rupees Twenty Five Crores Thirteen Lakhs Sixty One Thousand Eight Hundred and Seventy Three Only) shall be paid by the Second Party as detailed in point no. 5 hereinabove

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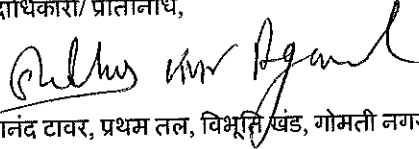
For Rishita Developers Pvt. Ltd.


Authorised Signatory

विक्रय अनुबंध विलेख (बिना कब्जा)

प्रतिफल- 266714208 स्टाम्प शुल्क- 5335000 अग्रिम राशि- 15352331 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्री रिशिता डेवलपर्स प्राइवेट लिमिटेड द्वारा
सुधीर कुमार अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री महेश चन्द्र अग्रवाल
व्यवसाय : व्यापार
निवासी: 116-117, कोरोनेशन, आनंद टावर, प्रथम तल, विभूति खंड, गोमती नगर,
लखनऊ



श्री, रिशिता डेवलपर्स प्राइवेट लिमिटेड द्वारा

सुधीर कुमार अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

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13/12/2018 एवं 02:42:12 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



निर्मल सिंह

उप निबंधक :सरोजनीनगर

लखनऊ

13/12/2018

राजकिशोर वर्मा .
कनिष्ठ सहायक (निबंधन) - नियमित



IN WITNESS WHEREOF, the First Party and the Second Party have signed this Agreement without any pressure in the presence of the following witnesses on the day, month and year mentioned above.

WITNESSES:

1.



Mr. Amit Kumar Agrawal
80 Mr. Lakhan Lal Agrawal
R/O- 967/21, A Block, Indira
Nagar Lucknow.

Ansal Properties & Infrastructure Limited
For Ansal Properties & Infrastructure Ltd.

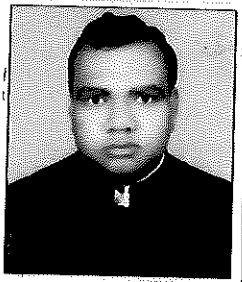
FIRST PARTY



Mr. S. P. Singh
Advocate
Civil Court Lucknow

Rishita Developers Pvt. Ltd.
For Rishita Developers Pvt. Ltd.

SECOND PARTY



DRAFTED BY
B.R.

BENKAT RAMAN SINGH
(Advocate)
Civil Court Lucknow

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

विक्रेता: 1

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

निवासी: द्वितीय तल शॉपिंग स्क्वायर सेक्टर डी सुशांत गोल्फ सिटी सुल्तानपुर रोड लखनऊ

व्यवसाय: व्यापार



क्रेता: 1

श्री रिशिता डेवलपर्स प्राइवेट लिमिटेड के द्वारा सुधीर कुमार अग्रवाल, पुत्र श्री महेश चन्द्र अग्रवाल

निवासी: 116-117, कोरोनेशन, आनंद टावर, प्रथम तल, विभूति खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

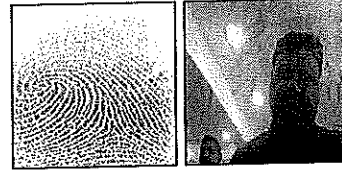
पहचानकर्ता: 1

श्री अमित कुमार अग्रवाल, पुत्र श्री लखन लाल अग्रवाल

निवासी: 967/21, ए ब्लॉक इंदिरा नगर लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता: 2



श्री एस पी सिंह, पुत्र श्री 0

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह

उप निबंधक: सरोजनीनगर

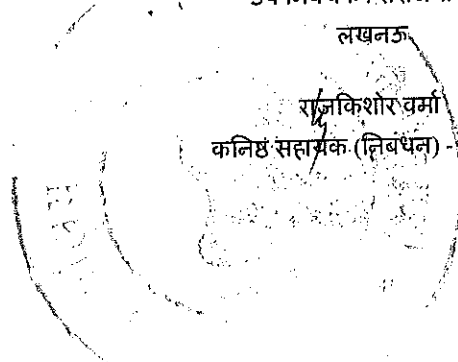
लखनऊ

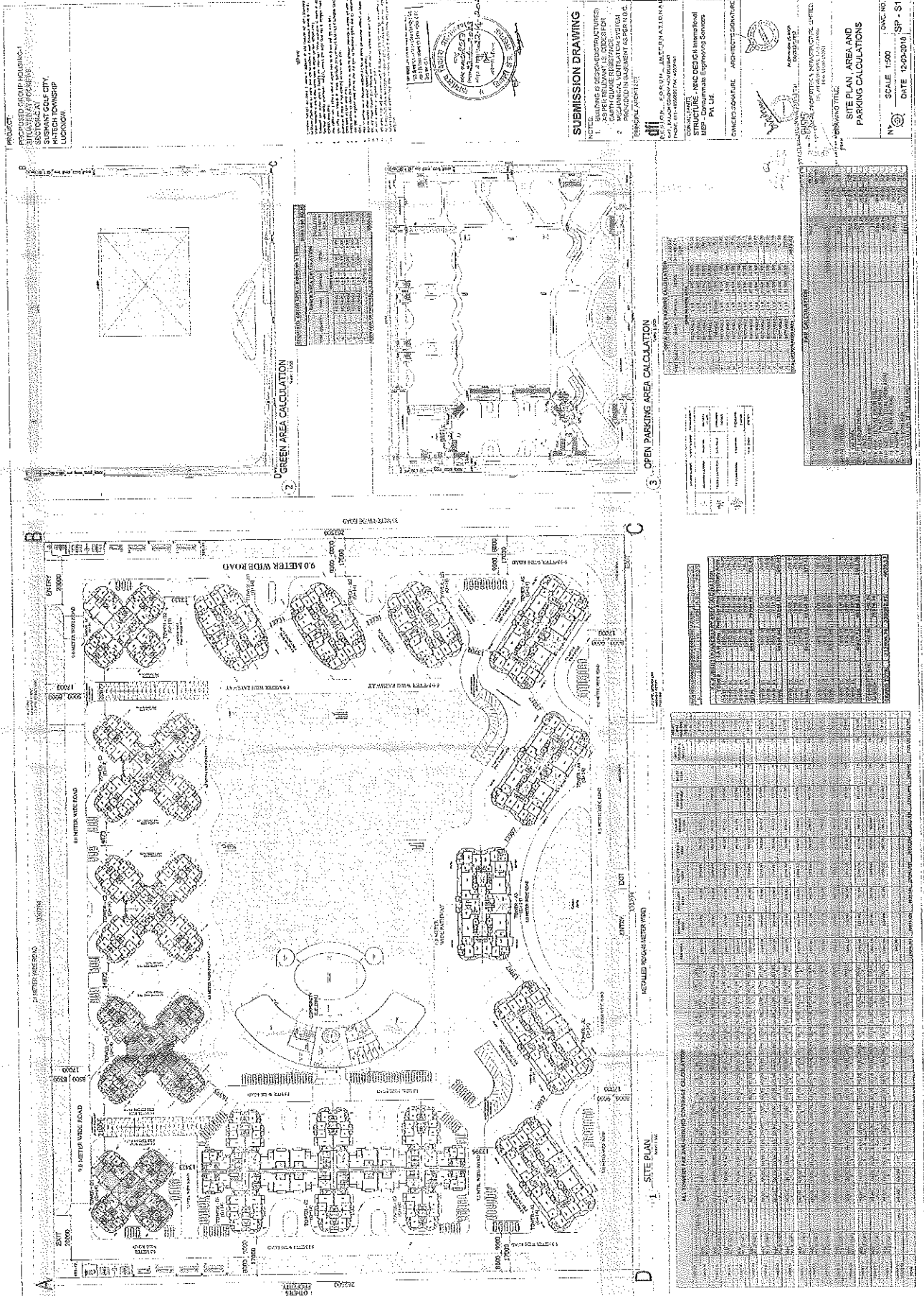
ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे

नियमानुसार लिए गए हैं।

टिप्पणी:

राजकिशोर वर्मा
कनिष्ठ सहायक (निबंधन) - नियमित





PROJECT
 PROPOSED CHURCH HOUSING
 STRAVERAY PROPERTIES
 SUBBANT COLLE CITY
 M-TECH TOWNSHIP
 LUDHIANA

2 GREEN AREA CALCULATION

3 OPEN PARKING AREA CALCULATION

SUBMISSION DRAWING
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 3. ANY CHANGES TO THIS DRAWING MUST BE APPROVED BY ANSAL PROPERTIES & INFRASTRUCTURE LTD.

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 ANSAL CONSULTANTS ENGINEERING SERVICES
 PVT. LTD.

Ansal Properties & Infrastructure Ltd.

[Signature]
 Authorised Signatory

For Rishita Developers Pvt. Ltd.

[Signature]
 Authorised Signatory

बही संख्या 1 जिल्द संख्या 973 के पृष्ठ 129 से 164 तक क्रमांक
14153 पर दिनांक 13/12/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



निर्मल सिंह

उप निबंधक : सरोजनीनगर

लखनऊ

13/12/2018

