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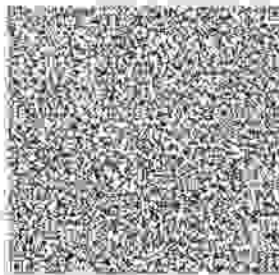
INDIA NON JUDICIAL
Government of Uttar Pradesh

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Certificate No. : INUP04230097517980Q
Certificate Issued Date: : 05-Mar-2018 01:40 PM
Account Reference : SHCIL (FI) UP/SHCIL/01/ QASERBAGH/ UP-LKN
Unique Doc. Reference : SUBIN-UP/UPSHCIL/IN050899351592120
Purchased by : PLATINUM MALL PVT LTD
Description of Document : Article 23 Conveyance
Property Description : FREEHOLD LAND TOWER T-6 IN INTERNATIONAL BUSINESS BAY-2, SUBHANT GOLF CITY, SULATAMPUR ROAD, LUCKNOW
Consideration Price (Rs.) :
First Party : ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
Second Party : PLATINUM MALL PVT LTD
Stamp Duty Paid By : PLATINUM MALL PVT LTD
Stamp Duty Amount (Rs.) : 2,93,57,500
(Two Crore Ninety Three Lakh Fifty Seven Thousand Five Hundred only)



Please write or type below this line

Ansal Properties & Infrastructure Ltd.

Authorized Signatory

SALE DEED

Date of Execution : 17-03-2018

Place of Execution : Lucknow

Platinum Mall Pvt. Ltd.

Director

0000935202



Ward : Ibrahimpur
 Sale consideration: Rs. 41,93,86,038/-
 Market Value : Rs. 33,36,27,537/-
 Stamp Duty Paid : Rs. 2,93,57,500/-

SALE DEED

Details of Instrument in short

1.	Nature of land	:	Commercial
2.	Mohalla / Village	:	Sushant Golf City, Lucknow
3.	Details of Property (Property No.)	:	Undivided share of land of Retail/Commercial/Education- 1/Office/Hotel (Tower T-6) in International Business Bay-2
4.	Measurement unit	:	Square meter
5.	Area of Property	:	18,945.85 Sq. Mtr. (undivided share of land)
6.	Situation of Road	:	Away from Amar Shaheed Path and Sultanpur Road.
7.	Other description	:	Situated at 12 meter wide road and at corner and also have green area on one side.
8.	Consideration	:	Rs. 41,93,86,038/-
9.	Market Value	:	Rs. 33,36,27,537/-
11.	Stamp Duty	:	Rs. 2,93,57,500/-

Platinum Mall Pvt. Ltd.

Ansal Properties & Infrastructure Limited

Director

Authorized Signatory

SALE DEED

THIS SALE DEED is executed at Lucknow on this 07th day of March, 2018.

BETWEEN

M/s. Ansal Properties & Infrastructure Limited (PAN-AAACA0006D), a company incorporated under the Companies Act 1956, having its registered office at 115, Ansal Bhawan, 16; Kasturba Gandhi Marg, New Delhi— 110001 and branch/local office at First Floor, Y.M.C.A. Campus, 13 Rana Pratap Marg, Lucknow through its authorized signatory **Mr. B. P. Singh** son of Late Shri Ganga Pal Singh, authorized vide board resolution dated 31.05.2010 (hereinafter referred to as the "**VENDOR**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns), of the **ONE PART;**

AND

M/s. Platinum Mall Pvt. Ltd., PAN-AAICP2656G a company duly registered under the Companies Act, 1956 having its registered office at Third Floor, Mahesh Tower, Vishwas Khand, Gomti Nagar, Lucknow-226010 through its Director **Mr. Sameer Kumar Agarwal** authorized vide resolution dated 15-02-2018 (hereinafter referred to as the "**VENDEE**", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns), of the **OTHER PART;**

Ansal Properties & Infrastructure Limited

Authorized Signatory

Platinum Mall Pvt. Ltd.

Director



For the first time, the book is available in Hindi.

D.H. Wu, Z.H. Shi / *S. M. J. 10 (2017) 1–17*

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12/26/2018

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Additional qualification: _____

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U. Lindström et al. / *Journal of Macroeconomics* 25 (2003) 691–708



State and Designation of the
Licensing Authority
2017
2018

1. Admission - 5000/-
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Only



भारत सरकार
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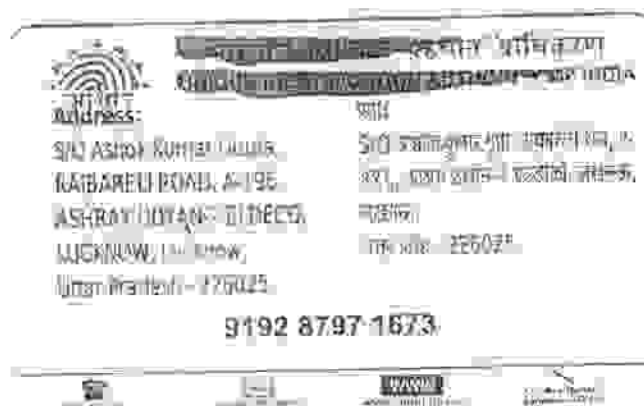
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Ministry of Transport
 Driving Licence

Licence No. 19919011566

Licence Holder's Name: [Name]
 Date of Birth: 24/12/1991
 Sex: M
 Nationality: [Nationality]
 Date of Issue: 01/01/2023
 Valid Until: 01/01/2028

Holder's Signature: [Signature]
 Date: 01/01/2023

Issued By: [Signature]
 Date: 01/01/2023

Remarks: [Remarks]

[Signature]

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Licence No. 19919011566

Licence Holder's Name: [Name]
 Date of Birth: 24/12/1991
 Sex: M
 Nationality: [Nationality]
 Date of Issue: 01/01/2023
 Valid Until: 01/01/2028

Holder's Signature: [Signature]
 Date: 01/01/2023

Issued By: [Signature]
 Date: 01/01/2023

Remarks: [Remarks]

PHOTOGRAPH OF

Undivided share of land of Retailly Commercial/Educational Office/Hotel Tower
T-01 in International Business Bay-2, situated at Sushant Golf City, Sultanpur
Road, Lucknow.



Amal Properties & Infrastructure Ltd.

VENDOR

Prakash Mall Pvt. Ltd.

Director

VENDEE

WHEREAS:

- A. The Vendor is a company engaged in the business of construction and development, including development and construction of a Hi Tech Township of approximately 3,530 acres in Lucknow ("**Hi-Tech Township**"), as per the UP Hi-tech Township Policy announced by the Department of Housing and Urban Planning, Government of Uttar Pradesh dated 22.11.2003 for development of hi-tech townships through private investments in Uttar Pradesh as per Government Order No.3189/Eight-1-07-34 Vividh/03, dated August 16, 2007, read with Government Order No.3872/Eight 1-07/34 Vividh/03, dated September 17, 2007 and Government Order No.4916/Eight 1-07-34 Vividh/03, dated August 27, 2008, G.O.No. 5393/8-3-08-34 Vividh/03 dated December 2, 2008 and G.O.No. 481/8-3- 2008-34 Vividh/ 2003 dated January 3, 2009 and as altered/amended/modified by the Government ("**Hi-Tech Township Policy**").
- B. The high power committee constituted by the Government of Uttar Pradesh as per the Hi-Tech Township Policy invited proposals for the development of Hi-Tech Township and consequently selected the Vendor for the development of Hi-Tech Township on Amar Shaheed Path, Lucknow admeasuring 3,530 acres (approx.) and a Memorandum of Understanding dated November 26, 2005 ("**MoU**") and Revised Memorandum of Understanding dated February 9, 2010 ("**Revised MoU**", the MoU and the Revised MoU shall be referred to as the "**MoUs**") to that effect has been

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Authorized Signatory

Platinum Mall Pvt. Ltd.

Director

signed and executed between the Vendor and the Lucknow Development Authority ("**LDA**") constituted under the provisions of Uttar Pradesh Urban Planning and Development Act, 1973.

- C. Pursuant to the MoUs, the Vendor has signed and executed certain development agreement with the LDA for development of the Hi Tech Township. The Vendor has represented that the Development Agreement dated May 10, 2007, executed with the LDA ("**Development Agreement**") covers the Plot (defined hereinafter) as a part of the Hi-Tech Township and the Vendor is in compliance with all the terms of the MoUs and the Development Agreement.
- D. Pursuant to the Hi Tech Policy, MoUs and Development Agreement for development of Hi-Tech Township, the LDA approved the Detailed Project Report dated May 18, 2010 ("**DPR**") and the lay out plan dated May 18, 2010 for the Township ("**Layout Plan**") and revised lay out plan dated 4-08-2016 for the Commercial Site having description Commercial-2, (International Business Bay-2) at Sushant Golf City (Hi-Tech Township), along Amar Shaheed Path, Lucknow, Uttar Pradesh ("**IBB-2 Revised Lay Out Plan**"). Further, the plans are in conformity to the Master Plan of Lucknow, 2021 ("**Master Plan**").
- E. The Vendor represents that it is the absolute and lawful owner of free hold area admeasuring **18,945.85 Square meters (i.e. 203933.13 square feet)** bearing undivided

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Healthum Mall Pvt. Ltd.

Director

share of land of Retail/commercial/Education-1/Office/Hotel (Tower T-6) in International Business Bay-2 (IBB-2), Sushant Golf City (Hi Tech Township), along Amar Shaheed Path, Lucknow, Uttar Pradesh forming part of the Hi-Tech Township (hereinafter referred to as the **"the Plot"** and more particularly described in **Schedule-I herein and marked in the "IBB-2 Revised Lay Out Plan"** annexed herewith as **Annexure-A**) and the Vendor further represents that the Plot is a part of the duly approved revised layout and authorized for use for commercial purpose. The plot No. T-6 is to be utilized for construction of commercial building as per the approved layout of IBB-2.

- F. That the Vendor doth hereby absolutely sell, conveys, transfers and assigns the said property to have and to hold the same unto the Vendee absolutely and forever. The Vendee further irrevocably confirms, assures and represents to the vendor that the Vendee shall not, in any circumstances, whatsoever, carry out construction over the said property more than permitted **"FAR"** equivalent to 41,498.61 sq.mtr. of as per approved plan of Lucknow Development Authority and the Vendee not exceed the permissible FAR without consent of the Vendor in respect of the said plot. Further the Vendee hereby assures that the Vendee will develop as per the prescribed law governed by the controlling authority as prescribed under the Uttar Pradesh Urban Planning and Development Act, 1973, which is available for development, construction and use of the Plot for commercial purpose. The Vendor has represented that the Plot currently stands converted/zoned for

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Director

commercial as per the applicable Zoning, DPR and duly approved Plans by the LDA. The Plot falls under the development area as per the Master Plan for Lucknow of the LDA.

- G. The Vendor has agreed to sell the Plot and the Vendee has agreed to purchase the Plot for the consideration mentioned here under in this Deed and in furtherance of the same, the Parties had executed a Memorandum of Understanding dated 17.10.2015.
- H. In furtherance of the Memorandum of Understanding dated 17.10.2015 between the Parties and pursuant to the satisfaction of the conditions precedent set out therein, the Parties have agreed to execute this Sale Deed on the terms and conditions herein contained.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:

1. CONVEYANCE:

- 1.1. The Vendor, in consideration of a fixed sale consideration of Rs. 41,93,86,038/- (Rupees Forty One Crore, Ninety Three Lac, Eighty Six Thousand Thirty Eight Only), ("Sale Consideration") doth hereby transfer, conveys, assigns and sell all its right, title, claim and interest in the Plot along with all the rights of ownership, possession, easement, privileges and appurtenances, free from all Encumbrances (defined hereinafter) unto the Vendee, to have and to hold the Plot hereby sold to the Vendee.

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absolutely and forever together with all right attached to the Plot.

- 1.2 The actual peaceful, physical vacant possession of the Plot has been already handed over by the Vendor to the Vendee, and the Vendee has taken over the possession of the Plot under its own control and shall occupy the same and become the absolute Owner in possession of the same and shall enjoy all the rights, privileges, passages and possessions etc. as absolute owner of the Plot without any hindrances, claims, demands by the Vendor or by any other persons claiming under it.
- 1.3 The Vendor hereby agrees and undertakes that it shall not create any obstruction, hindrance or hurdle in the use of the Plot and/or the built up area developed and constructed thereon.

2. CONSIDERATION:

- 2.1 The Total Sale Consideration of the Plot T-6 has been mutually fixed at Rs. 41,93,86,038/- (Rupees Forty One Crore, Ninety Three Lac, Eighty Six Thousand Thirty Eight Only) inclusive of all taxes, duties, charges payable in respect of the Plot till the date of execution of this Sale Deed. The Vendee has already paid the entire amount of sale consideration of Rs. 41,93,86,038/- (Rupees Forty One Crore, Ninety Three Lac, Eighty Six Thousand Thirty Eight Only) to the Vendor, receipt of which amount is hereby confirmed by the Vendor.

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Director

2.2 The TDS of the sum of Rs. 34,36,823/- (Rupees Thirty Four Lac Thirty Six Thousand Eight Hundred Twenty Three only) has also been deposited with the Income Tax Authorities on account of the sale consideration paid by the Vendee and balance TDS amount of Rs. 7,57,037/- (Rupees Seven Lac Fifty Seven Thousand Thirty Seven Only) to be deposited by the Vendee.

2.3 The Vendor hereby admits and acknowledges that the entire amount of Sale Consideration and its payment is good, valid and binding consideration, in full and final settlement for the sale of the Plot by the Vendor and upon the payment of the entire amount of Sale Consideration nothing shall remain to be paid to the Vendor against sale consideration.

3. REPRESENTATIONS AND WARRANTIES:

3.1 The Vendor represents warrants and assures unto the Vendee:

(a) That Vendor is the sole and absolute owner of the Plot, has vacant and peaceful possession of the Plot and that the title of the Vendor is clear and marketable and that the Vendor has not and shall not create encumbrances of any nature whatsoever, including but not limited to mortgage, pledge, equitable Interest, assignment by way of security, conditional sales contract, hypothecation, right of other person or entity, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or

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Director

limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off; any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same ("**Encumbrances**") and the Vendor has not entered into any transaction involving sale, agreement to sell, gift, mortgage, exchange or transfer, prior to the execution of this Sale Deed. Further, no person, company or any other entity apart from the Vendor has any right, claim, lien, or concern whatsoever on the Plot and the Vendor has full right and absolute authority to sell and transfer the same to the Vendee. Further, the Plot is legally and beneficially owned, occupied, absolutely controlled by the Vendor for its lawful purposes and the same is not held under any lease or sanad (power of attorney) with any onerous covenant.

- (b) That the Plot was vacant and upon the Vendor had already handed over the vacant, peaceful possession of the Plots to the Vendee and the Vendee has taken over the vacant and peaceful possession of the Plot. Further, the Plot has been demarcated by the Vendor.
- (c) That pursuant to the execution of this Sale Deed, the Vendee shall be absolutely free to deal with the Plot after construction, or any part thereof, in any manner whatsoever, as the Vendee may deem fit, including but not

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Director

limited to market, sale, transfer, alienate, mortgage, lease, gift of the developed area on the Plot or any part thereof.

- (d) That the Plot is evenly leveled and without any structures, sheds, constructions or aberrations thereon.
- (e) That there are no prohibitions against the Vendor from entering into this Sale Deed as recorded herein under any other agreement and/or under any Act or law for the time being in force and is not prevented from performing its rights and obligations under this Sale Deed.
- (f) That the Plot falls under the commercial zone, described herein, as per the Master Plan and the Plot or any part thereof does not belong to minor, Gram Sabha or HUF and is vested with the Hi-Tech Township in terms of the Government Policy defined in this respect.
- (g) That the revised lay-out plan of International Business Bay-2 (IBB-2) in the Hi-Tech Township with the Plot designated for the purpose of Retail/ commercial/ Education-1/Office/Hotel use has been approved by the LDA.
- (h) That the Plot has been legally approved for its development for commercial purpose as per the Hi-Tech Policy, the zoning and the approved revised layout plan and it is absolutely capable of being developed for commercial purpose and all permissions / clearances / licenses / conversions / approvals with respect to the plot, as necessary for the said development have already been obtained.

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Director

- i) That the Vendor agrees to provide full support and co-operation in getting the plans for the Plot sanctioned from the appropriate authority at the costs and expenses of the Vendee.
- j) That the Vendor has executed Lease deeds with the LDA for the parcels of land owned by the LDA and paid the freehold conversion charges in respect of the same.
- k) That the Vendor has obtained all NOC as prescribed under the HI-Tech Township Policy. The NOCs which have been considered and accepted as final by the controlling authority have been accepted as final.
- l) That the Plot is not subject to any covenants, restrictions, stipulations, easements, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable, the benefit of which is vested in third parties nor is there any agreement to create the same in favor of any third party.
- m) That there exists no distress, charging order, garnishee order, recovery proceedings, as arrears of land revenue or otherwise, execution or other process which a court or recovery officer or similar body or authority may use to create any restriction of any nature on the transfer/use of the Plot or any part thereof in the manner contemplated herein with regard to payment of any debt, tax, duty, cess or outstanding, of any nature whatsoever.

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Director

- n) That the Vendor has not, entered into any kind of understanding and/or arrangement and/or agreement with any third party with respect to the plot.
- o) That all statutory arrears, dues, charges, demands, outstanding, premiums, revenues and necessary charges to Governmental Authorities in respect of the Plot have been fully paid and discharged up to the date of this Sale Deed.
- p) That there are no disputes, claims, actions, demands or complaints, which are outstanding or are expected by the Vendor in respect of the Plot, and no notices materially affecting the Plot have been given or received.
- q) That there are no other matters of which the Vendor needs to disclose to the Vendee which is or ought to be in the knowledge of Vendee, which adversely and materially affects the value or use of the Plot or its use or enjoyment or casts any doubt on the right or title of the Plot, and which has not been disclosed to the Vendee.
- r) That there are no claims which have been served upon the Vendor in relation to environmental matters, (including alleging a breach or any Laws relating to the environment).
- s) That the Vendor represents that, as on date, there are no environmental impediments to the Plot which may be detrimental to the ability of the owner to carry out commercial development upon the Plot and/ or to make good, repair, reinstate or clean up the Plot or its adjoining environment.

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Director

- t) That the Plot or any part thereof is not affected by any notice of acquisition or requisition, and there are no claims from any authority with respect to the Plot nor are there any proceedings pending or initiated against the Vendor under the provisions of Income Tax Act, 1961, Public Demands Recovery Act or any other law in force in India for the time being.
- u) The Plot, all parts thereof and all approvals and permissions related thereto have been acquired by following (I) due process of law (II) all relevant State/ Central laws.
- v) That ingress (access to) and egress (access from) the Plot is sufficiently available for construction and operation of the commercial activity upon the Plot, including movement of vehicles for the said purpose.
- w) That compliance is being made and has at all times being made with all applicable statutes, permits, obligations, statutory instruments, conditions, restrictions and requirements with respect to the Plot, its acquisition, ownership, occupation, possession, use, construction and layout.
- x) That the Vendor has hitherto not received or applied for any grants or funds from any public, local or other statutory authority in connection with environmental improvements or reclamation on the Plot.
- y) That the Vendor shall provide the load of electricity as requested by the Vendee, from the nearest operational

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Director

power station of the Sector of the Colony in which the Plot is located. The Vendee shall take power connection from the nearest operational substation to the plot and all cost and expenses incurred in conductors, meters, wiring and laying of all the connected equipment's shall be borne by the Vendee. The power load at the Plot shall be made available as part of the deal but load management and distribution shall be the responsibility of the Vendee and one point supply shall be taken by the Vendee on meter basis for each parcel and supply shall be ensured by the Vendor from the substation nearby as being followed for the Hi-Tech township by other similar customers. All expenditure incurred on the connectivity of the power except for that incurred in the availability of the load, shall be borne by the Vendee.

- z) That the Vendor acknowledges that it has borne and paid all levies, duties, taxes, charges, rates, cess and fees imposed by the government authorities which are legally and finally determined and attributable to the Plot and are in the nature of property taxes till the date of execution of this Sale Deed.
- aa) That the Vendor confirms that, notwithstanding Clause 3.1(c), pursuant to the execution of this Sale Deed, the Vendee shall have the absolute right to mortgage the Plot to any person and if required, the Vendee, may require the Vendor to assist in creation mortgage over the Plot and the Vendor agrees to do so without any protest or demur.

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Director

- bb) That the Vendor agrees and acknowledges, notwithstanding Clause 3.1(c) that pursuant to the execution of this Sale Deed the Vendee shall have the right to source funding for the construction, development and/or management of the Commercial plot to be developed upon the said Land from banks, financial institutions, investors, funds, companies etc. and consequently create such Encumbrances as may be deemed appropriate by the Vendee.
- cc) That the Vendor has provided the Plot with all Infrastructure facilities i.e. all Infrastructure facilities required to be provided by the Vendor, under the MoUs with LDA, the DPR, Development Agreement and other applicable laws, including, electrodes, roads, water, sewerage systems, drainage systems, road network electrical work etc. as per the timeframe agreed therein and other applicable laws on such terms as prescribed under the Hi-Tech Policy.
- dd) i.) That the Vendor shall provide connection of the services including sector road, surface drainages, one or several points of connection for the sewer disposal. The sewage waste shall be treated by the Vendor for disposal.
- ii.) The Vendee shall make arrangement for treatment of solid Waste excluding the sewage waste for which it will install the equipment's for treatment within its premises and thereafter, waste and sludge thereof will be lifted by Vendor for disposal, subject to payment of maintenance charges as provided by the Vendor as per the Hi-Tech Policy. The Vendee reserves the right to choose the contractor if the

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Director

Vendee is dissatisfied with the performance of the Vendor.
The waste shall be treated by the Vendor as per the standard policy of HI-Tech Policy.

iii). That Vendee assures that as and when required the Vendee or its prospective Apartment ALLOTTEE(S) shall sign the maintenance agreement with the Vendor or its nominated agency and the Vendee shall abide by all the terms and conditions of the allotment. The Vendee shall be liable to pay charges towards Infrastructure maintenance from the date of commencement of excavation to the Vendor or any agency nominated by the Vendor @ Rs. 0.25 per Sq.ft. per quarter (of every year) in advance on the approved FAR. This maintenance charges shall be applicable during the complete construction period till the time of completion of possession. A separate agreement shall have to be signed with the maintenance agency or any agency as may be appointed by the vendor for the specific purpose.

ee) That the Vendor shall facilitate power and water connection to the Plot for its construction and development but all the costs and recurring expenses shall have to be borne by the Vendee only.

ff) That the Vendor represents that the area covering the HI-Tech Township has sufficient amount of potable water and underground water with self-contained water harvesting system as provided for HI-tech Township and the same will have to be followed by Vendee.

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Platinum Mall Pvt. Ltd.

Director

- gg) That subject to payment by the Vendee, the Vendor shall provide all services for connection of the Plot to trunk services of the Hi-tech Township.
- hh) That the Vendor shall render all reasonable assistance including signing of all papers/documents required by the Vendee of the Plot for the mutation if required, substitution and transfer of the Plot in its name, on the basis of this Sale Deed, in the record of any government/legal/administrative authority or any other relevant records.
- ii) That the Vendor agrees and acknowledges that it shall provide all the services, including maintenance, electricity, water etc. to the Plot, if required by the Vendee and separate payments in respect thereto shall be made.
- jj) That the Vendor represents that the Plot is within the Jurisdiction of land of Lucknow Development Area and is governed by Uttar Pradesh Urban Planning and Development Act, 1973 and U.P. Revenue Code, 2016.
- kk) That the Vendor hereby confirms and assures the Vendee that Vendor is not barred or prevented by any administrative/statutory attachment order or notification from entering into this Sale Deed with the Vendee.
- ll) That the Vendor shall keep the Vendee harmless and indemnified from all losses and damages that may be incurred in case the above declarations or any part thereof is found to be false or incorrect and/or otherwise for any reason, whatsoever.

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Platinum Mall Pvt. Ltd.

Director

mm) Upon execution of the Sale Deed, the Vendee shall have absolute and unqualified right (with respect of the demised property) to Sell/ Transfer/ Lease/ Rent or to dispose of the same in any manner or by any covenant as it chooses, and the Vendor shall not have any say in the said matter. Upon execution of Sale Deed, the Vendee shall seek all the permissions/ Sanctions from the competent authorities directly and the Vendor shall not act intermediately in the said process. The Vendee shall however keep the Vendor informed about the permissions sought and granted to him.

3.2 The Vendee represents warrants and assures unto the Vendor:

- a.) That the Plot is conveyed for Retail/Commercial/Education-1/Office/Hotel use and purpose as per the duly approved plans and the Vendee assures and undertakes to the Vendor that the Vendee shall always use the Plot for Retail/Commercial/Education-1/Office/Hotel use or any other purpose which may be permitted under the applicable local laws and not otherwise and if at any point of time it is found that the use of the Plot is not in conformity with the purpose for which it is being sold then in such an event the Vendor shall have the rights and powers to call upon the Vendee for an explanation thereof and if the error is not rectified, the Vendor shall further have rights to move the appropriate Court of Law against the Vendee for breach of trust at the sole cost and responsibility of the Vendee and in case of violation of the same, the Vendee agrees to indemnify the Vendor against all actions, suits and proceedings and all

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Director

losses, expenses etc. suffered by them due to use of the Plot contrary to the permitted purpose;

- b.) That the Plot is a part of the HI-Tech Township of the Vendor and all the rules and regulations framed by the Vendor and/or its Maintenance Agency or as may be applicable to all under the Township for uniformity of HI-Tech Township shall be followed by the Vendee.
- c.) That all the maintenance charges for Infrastructure Facilities as per rates applicable for the Township shall be charged by Vendor to Vendee, subject to Vendor making available such Infrastructure Facilities. The Vendor represents that as the HI-Tech Township governed by HI-Tech Policy, at present no municipal taxes as per the existing state rules are leviable on the Plot and the services are being maintained by the infrastructure company of the Vendor, to whom Vendee shall pay the maintenance charges as per the specific rules. The Vendee will have to enter into a maintenance agreement for the same accordingly for the Plot before the commencement of construction.
- d.) That the Vendee shall abide by laws, byelaws, rules and regulations of LDA/Local Bodies and the law of the land and shall also be responsible for all deviations, violations or breach of any of the conditions of prevailing laws, bye-laws, rules and regulations and further completely indemnify the Vendor to the extent of any loss or harm which may be suffered by the Vendor due to such breach or violation.

Amal Properties & Infrastructure Limited  Authorized Signatory	Platinum Mall Pvt. Ltd.  Director
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- e.) That pursuant to the transfer of the maintenance services of the HI-Tech Township to the local authority/body, the Vendee shall be responsible for the payment of the commercial tax, water tax and sewerage tax and other necessary taxes and charges which will be levied on him/plot by the local authority/body under the then prevailing laws of the land.
- f.) That the Vendee shall strictly follow the norms of ground coverage and FAR as detailed herein and the provisions of the building bye-laws as applicable and laid down by the controlling authority.
- g.) That the Vendee shall bear and pay all levies, duties, taxes, charges, rates, cess and fees imposed by the government authorities which are legally and finally determined and attributable to the Plot and are in the nature of property taxes, after the date of the execution of this Sale Deed. However, any pending dues with regard to the payment of levies, duties, taxes, charges, rates, cess and fees imposed by the Government Authorities prior to the execution of this Sale Deed shall be borne and paid by the Vendor alone.
- h.) The copies of DPR, layouts, revised layout, MoU, Development Agreement along with copy of HI Tech Policy documents and acquisition documents have been provided by the Vendor and the Vendee has carried out the due diligence and have satisfied itself qua the right, title and interest of the Vendor in the Plot.

Ansal Properties & Infrastructure Limited

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Platinum Mall Pvt Ltd

Director

- j.) That the Vendee shall have to inform the Vendor in writing and clear all the dues (if any) before transfer of the said plot, its rights either in full or in part.
- k.) The Vendee Indemnify the Vendor that all the occupants and the allottees of the building shall follow the rules framed for the maintenance of the services of the Township by the Vendor and shall include such provisions in all the instruments to be executed in such way that their allottees, assignees and occupants are liable for implementation of the rules framed for the Township for the maintenance and up-keep of the services, the area is notional and the part of it may be used for common services and facilities of overall complex.
- l.) That Vendee assures that he shall follow the prevailing contemporary law as regards to sale of unit. The vendee shall follow the provisions, rules and regulations of the The Real Estate (Regulations and Development) Act, 2016 alongwith The Uttar Pradesh Real Estate (Regulations and Development) Rules, 2016 (RERA), provided the same is not in contravention of RERA.
- m.) The Vendee shall maintain the building and all other services and common spaces inside the building and shall create a system under which no liability of any kind including the financial and legal. The Real Estate (Regulations and Development) Act, 2016 along with The Uttar Pradesh Real Estate (Regulations and Development) Rules, 2016 (RERA) can be inflicted on the Vendor.

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Director

- m.) The Vendee shall utilize the said Property for construction and development of a Retail/Commercial/Education-1/Office/Hotel on the said Land as per approved/sanctioned building plans and shall not, in any circumstances whatsoever, carry out construction over the said Land in violation of the sanctioned plans and allocated/approved FSI. Further, the Vendee shall comply with the building plans for the towers sanctioned/approved by the authorities and setbacks, ground coverage and all other standards specified in applicable bye-laws, approvals and policies for construction and development of the Retail/Commercial/Education-1/Office/Hotel on the said Land. No alteration or modifications of building plans shall be permitted. That the Vendee shall not utilize the FSI area in excess to 41498.61 Sq. mtr / 446691.038 sq. ft and as per plans sanctioned vide permit no. 40415 dated 04.08.2016 for construction purpose without prior permission from the Vendor.
- n.) The completion certificate in respect of construction of the towers on the said Property shall be obtained by the Vendee at its own costs and expenses. Further, the Vendee shall obtain such other permissions and approvals in respect of the said Property and construction of towers thereon as may be required by the Vendor/competent authority.

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Director

4. DELIVERY OF DOCUMENTS:

- 4.1 That the certified copies of the sale deeds in favor of the Vendor for the land parcels forming a part of the Plot and certified copies of all other title documents, if any, in respect of the Plot have been handed over to the Vendee along with the execution and registration of this Sale Deed. The original sale deeds, MoUs, powers of attorney and other related agreements with respect to the Hi-Tech Township are in the possession of the Vendor and the Vendor hereby undertakes and assures that it shall show/produce the same as and when asked/required by the Vendee with respect to the Plot and shall not create any charge or encumber the Plot, (or any part thereof), in any manner whatsoever, under any circumstances and at any point of time.

5. INDEMNITY:

- 5.1 The Vendor shall indemnify and keep, indemnified the Vendee from or against all actions, suits and proceedings and all claims, demands, fines, penalties, share of minors, proceedings, prosecutions, costs, charges, expenses, damages and/or other liabilities of whatsoever nature that may be suffered or incurred by or caused or imposed or levied on the Vendee by reason or virtue of any breach, non-performance or non-observance of any of the terms, conditions, representations, warranties, agreements, covenants and provision stated herein by the Vendor; and vice-versa.

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Director

6. **ENTIRE DEED:**

6.1 This Sale Deed constitutes and represents the entire understanding between the Parties with respect to the rights and obligations of each of the Parties in respect of the sale of the Plot and cancels and supersedes all prior arrangements, agreements or memorandums of understanding, whether oral, expressed or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein. The contents of the recitals of this Sale Deed are true correct, form an integral part of this Sale Deed and shall continue to remain binding on the Parties.

6.2 That the Vendor shall from time to time and at all times hereafter, at the cost and request of the Vendee do and execute or cause to be done or executed all such further or other reasonable lawful acts, deeds and things and assurances in law for further better or more perfectly assuring in law, whatsoever, if required, and for further better assuring the title of the Vendee unto the Plot.

7. **STAMP DUTY AND REGISTRATION FEES:**

7.1 That all the expenses of this Sale Deed viz., registration charges etc. shall be borne and paid by the Vendee. The Vendee shall have the right to collect the original Sale Deed from the office of the Sub-Registrar and to retain the same and provide a certified copy of the same to the Vendor.

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Platinum Mall Pvt. Ltd.

Director

7.2 That the subject matter of this Sale Deed having total area of the land is 18945.85 Sq. mtrs. / 203933.13 Sq. ft. The valuation of the land for the purposes of the payment of stamp duty is as under:-

a)	Land Area (undivided share without meets & bounds)	=	1000 sq. mtr. x Rs. 24,600/- per sq. mt. Rs. 2,46,00,000/-
b)	Balance Area of Land	=	17945.85 sq. mtr. x Rs. 17220/- (-)30% of Rs.24,600/- Rs.30,90,27,537/-
c)	Total Value of Land	=	Rs. 33,36,27,537/-

Since the market value is lower than the sale consideration, therefore total stamp duty of Rs. 2,93,57,500/- it has been paid on sale consideration by the Vendee through E-stamp having certificate No. IN-UP04230097517980Q, dated 05.03.2018, accordingly:-

SCHEDULE - I

Description of the Plot

Undivided share of land of Retail/Commercial/Education-1/Office/Hotel (Tower T-6) in International Business Bay-2, Measuring 18945.85 square meters (i.e. 203933.13 square feet) situated at Sushant Golf City, Sultanpur Road, Lucknow and bounded as under:-

- | | | | |
|-------|-----------------|---|------------------------|
| (i) | From North-East | : | Driveway /Tower T-5 |
| (ii) | From South-West | : | Driveway /Tower T-9 |
| (iii) | From South-East | : | 12.00 mtr. wide road |
| (iv) | From North-West | : | 6 mtr. Driveway /Green |

Ansal Properties & Infrastructure Limited

Authorized Signatory

Platinum Mall Pvt. Ltd.

Director

SCHEDULE
PAYMENT SCHEDULE

- (i). Vendee has paid Rs. 35,37,51,841/- to Vendor.
- (ii). Vendee has paid Rs. 41,93,861/- against property tax of sale consideration to Vendor.
- (iii). Vendee has paid through Cheque No.353656 amounting Rs. 1,36,030/- drawn on Punjab National Bank to Vendor.
- (iv). Vendee has paid through Cheque No.353658 amounting Rs. 87,57,758/- drawn on Punjab National Bank to Vendor.
- (v). Vendee has paid through Cheque No.353659 amounting Rs. 87,57,758/- drawn on Punjab National Bank to Vendor.
- (vi). Vendee has paid through Cheque No.353660 amounting Rs. 87,57,758/- drawn on Punjab National Bank to Vendor.
- (vii). Vendee has paid through Cheque No.353661 amounting Rs. 87,57,758/- drawn on Punjab National Bank to Vendor.
- (viii). Vendee has paid through Cheque No.353662 amounting Rs. 87,57,758/- drawn on Punjab National Bank to Vendor.
- (ix). Vendee has paid through Cheque No.353663 amounting Rs. 87,57,758/- drawn on Punjab National Bank to Vendor.
- (x). Vendee has paid through Cheque No.353664 amounting Rs. 87,57,758/- drawn on Punjab National Bank to Vendor.

Total sale consideration received by the Vendor from the Vendee is Rs. Rs. 41,93,86,038/- (Rupees Forty One Crore Ninety Three Lac Eighty Six Thousand Thirty Eight Only).

Ansai Properties & Infrastructure Limited

Authorized Signatory

Platinum Main Pvt. Ltd.

Director

IN WITNESS WHEREOF the Vendor and the Vendee have hereunto set their hands, the day, month and the year first above written:

In presence of:

Executed and Delivered by
the Vendors hereto:

WITNESSES:

1.



(Rinku Rajar)
S/o. Sri Ashok Kumar Gupta
R/n A-136, Ashray Vihar-2, Raibareilly
Road, Lucknow



For M/s. Ansal Properties &
Infrastructure
Ltd.


AUTHORISED SIGNATORY
(VENDOR)

2.



For M/s. Platinum Mall Pvt. Ltd.



(Elham Ullah)
S/o Late Sh. Nyamkar Ullah
R/o Pandey Tola, Aliganj, Lucknow


AUTHORISED SIGNATORY
(VENDEE)

Drafted by:


(Arun Khanna)
Advocate
Civil Court, Lucknow.

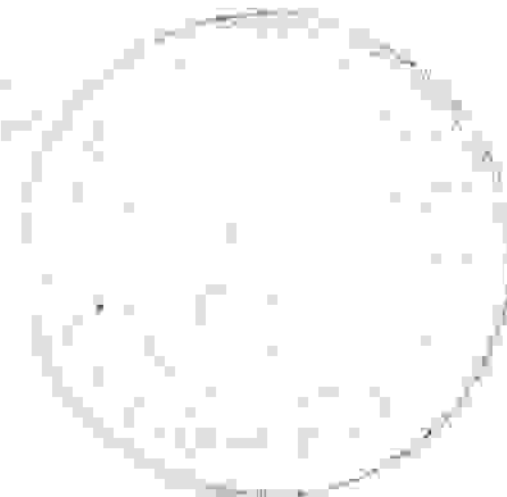
Composed by:


(Amit Kumar Singh)

बही संख्या) लिखत संख्या 29588 के पृष्ठ 261 से 270 तक
क्रमांक 4741 पर दिनांक 07/03/2018 को रजिस्ट्रार के द्वारा प्रमाणित किया गया।

रजिस्ट्रार के द्वारा प्रमाणित

प्रमाणित
रजिस्ट्रार के द्वारा प्रमाणित
रजिस्ट्रार के द्वारा प्रमाणित



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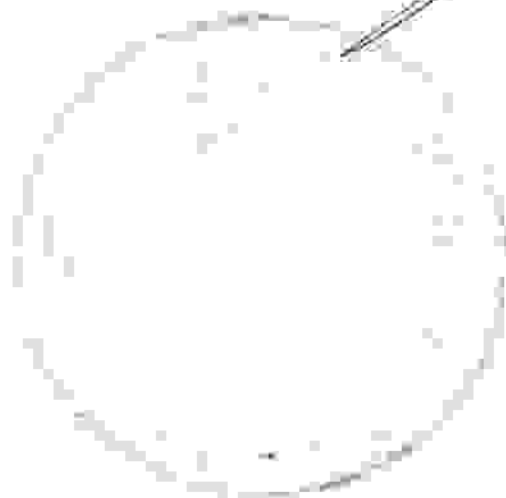
विद्यार्थी: कक्षा 12, विभाग: जीव विज्ञान, जिला: दिल्ली, विद्यालय: आर्य समाज, गान्धी नगर,
दिल्ली-110058



३. मूल-न्यायाधीश (जानवर) सं. दिनांक ११/०८/२०१४ तक ७६९/३४/१४ मध्ये
सिवाचन होऊ नये/अवयव।

राजिन्दरस्य भावनासु सुखं भवति ।

ॐ नमो भगवते वासुदेवाय



Extracts of Board resolution of the meeting of the Board of Directors of M/s Platinum Mall Private Limited, held on 15th February, 2018 at 4 P.M. at the registered office of the company at Mahesh Towers, 2/2, Vishwas Khand-2, Gomti Nagar, Lucknow.

"Resolved that to run day to day activities of the Company Mr. Sameer Kumar Agarwal Director be and is hereby authorized to negotiate, deal, pursue matters, instruct, whatsoever required to promote business of the Company to sign any agreement, Deeds, Contract and all other legal matters related to Banks, Commercial Tax, Income Tax, Service Tax, GST, Local Body, State, Central Government departments on behalf of the company."

"Further resolved that Mr. Sameer Kumar Agarwal, Director of the Company shall sign all the necessary papers related to all above & all Company matters in future."

Sameer Kumar Agarwal

Chairman Of the Meeting

Platinum Mall Pvt. Ltd.

Director

Platinum Mall Pvt. Ltd.

Director

Extracts of Board resolution of the meeting of the Board of Directors of M/s Platinum Mall Private Limited, held on 15th February, 2018 at 4 P.M. at the registered office of the company at Mahesh Towers, 2/2, Vishwas Khand-2, Gomti Nagar, Lucknow.

"Resolved that to run day to day activities of the Company Mr. Sameer Kumar Agarwal Director be and is hereby authorized to negotiate, deal, pursue matters, instruct, whatsoever required to promote business of the Company to sign any agreement, Deeds, Contract and all other legal matters related to Banks, Commercial Tax, Income Tax, Service Tax, GST, Local Body, State, Central Government departments on behalf of the company."

"Further resolved that Mr. Sameer Kumar Agarwal, Director of the Company shall sign all the necessary papers related to all above & all Company matters in future."

Sameer Kumar Agarwal

Chairman Of the Meeting

Platinum Mall Pvt. Ltd.

Director

Platinum Mall Pvt. Ltd.

Director

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF THE COMPANY HELD ON 31st MAY, 2010 AT THE REGISTERED OFFICE OF THE COMPANY AT 115, ANSAL BHAWAN, 16, KASTURBA GANDHI MARG, NEW DELHI-110001

"RESOLVED THAT in modification of the Board Resolution dated the 17th March, 2010, approval of the Board be and is hereby accorded to authorize and empower, severally, the following officers of the Company, to do or cause to be done all such acts, deeds and things as detailed hereinafter, in respect of Lucknow Project, on behalf of the Company:-

- | | |
|------------------------|--------------------|
| 1. Shri A.P. Dwivedi | - Sr. Manager |
| 2. Shri B.P. Singh | - Law Officer |
| 3. Shri Sushil Saxena | - Legal Assistance |
| 4. Shri Vikas Tripathi | - Executive |

1. To sign/execute/authenticate the sale deed(s)/transfer document(s)/ other document (s) in Registrar Office for the purpose of registration of Plots/Villas/Flats and other such units offered for registration to respective customers who want to get their units registered in Registrar's office after making full payment in respect of units sold to them in Lucknow Project and where no objection certificate has been issued for that unit, to get it registered.
2. To appear/present the sale deed(s) / agreement(s) / transfer document(s)/other document(s) before the concerned Registrar/ Sub-Registrar/ any registering authority at Lucknow, for registration, under any statute, and, to admit/verify execution thereof.
3. To sign and execute relevant form/s as may be required /applicable under various laws/ statutes for the aforesaid purpose.
4. To do or cause to be done all such acts, deeds, and things and take all such steps as may be necessary, which are required or incidental, ancillary or consequential to the exercise of the above authorities and powers.

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

RESOLVED FURTHER THAT all such acts, deeds, matters and things to be done by aforesaid authorized persons, in connection with and to safeguard the interest of the company, shall be binding on the company and deemed to have been done by the company itself.

RESOLVED FURTHER THAT, if required and necessary, Power of Attorney/ies be executed in favour of aforesaid authorized persons, under the signatures of any one of Shri Sushil Ansal, Chairman and Shri Pranav Ansal, Vice Chairman & Managing Director, Shri Anil Kumar, Dy. Managing Director & CEO, Shri Amitav Ganguly, President (Corp. Affairs) & Group Company Secretary, be and are hereby, severally, authorized to sign and execute Power of Attorney/ies, containing the above mentioned authorizations, in favor of aforesaid authorized persons, and to take all actions/ steps, on behalf of the Company, to give effect to the said Power of Attorney/ies.

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

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

Certified true copy
For Ansal Properties & Infrastructure Limited

(Amitav Ganguly)
President (Corp. Affairs) &
Group Company Secretary



Ansal Properties & Infrastructure Ltd.

Authorized Signatory

Ansal Properties & Infrastructure Ltd.

(An ISO 9001:2008 Certified)

18, Ansal Enclave, 16, Connaught Place, New Delhi-110 001

Tel: 25357551, 25357552 Fax: 011-25323000

Website: www.ansalgroup.com

प्रमाण

प्रमुख कार्यालय नवरात्रि आरंभ दिनांक २०१८-०८-०८

प्रमाणित किया गया २०१८-०८-०८

प्रमाणित किया गया २०१८-०८-०८

प्रमाणित किया गया २०१८-०८-०८

प्रमाणित किया गया २०१८-०८-०८

प्रमाणित किया गया २०१८-०८-०८

प्रमाणित किया गया २०१८-०८-०८

१. प्रमाणित किया गया २०१८-०८-०८

२. प्रमाणित किया गया २०१८-०८-०८

३. प्रमाणित किया गया २०१८-०८-०८

४. प्रमाणित किया गया २०१८-०८-०८

५. प्रमाणित किया गया २०१८-०८-०८

६. प्रमाणित किया गया २०१८-०८-०८

७. प्रमाणित किया गया २०१८-०८-०८

८. प्रमाणित किया गया २०१८-०८-०८

९. प्रमाणित किया गया २०१८-०८-०८

१०. प्रमाणित किया गया २०१८-०८-०८

११. प्रमाणित किया गया २०१८-०८-०८

१२. प्रमाणित किया गया २०१८-०८-०८