



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

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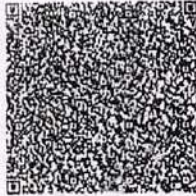
Certificate No. : IN-UP89831889130643U
Certificate Issued Date : 03-Jan-2022 02:25 PM
Account Reference : NEWIMPACC (SV) up 14010604/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1401060469353879040604U
Purchased by : DIVYANSH AND UPPAL LLP
Description of Document : Article 28 Conveyance
Property Description : GROUP HOUSING PLOT NO.GH-3 SECTOR NO-6 ADITYA
WORLD CITY GHAZIABAD
Consideration Price (Rs.) :
First Party : AGARWAL ASSOCIATES PROMOTERS LIMITED AND OTHER
Second Party : DIVYANSH AND UPPAL LLP
Stamp Duty Paid By : DIVYANSH AND UPPAL LLP
Stamp Duty Amount(Rs.) : 87,50,000
(Eighty Seven Lakh Fifty Thousand only)

Locked By

Sub-Registrar
der-Ist, Ghaziabad

Verified By

S.R.O.-I, Ghaziabad



Please write or type below this line

For Agarwal Associates Promoters Ltd.

Authorized Signatory

For Agarwal Associates Promoters Ltd.

Authorized Signatory/Director

For DIVYANSH & UPPAL LLP

Partner

QT 0003702215

Brief Particulars of Sale Deed

V Code : 0130

Nature of Property : Group Housing Plot

Property Detail : Plot No. GH-3, Sector
No.6, Aditya World City, Ghaziabad,
UP-201002

Plot Area : 10,789.08 Sq. Mtr.

Status of Road : 24 Mtr. Wide Road

Two Side Road : Yes

Park Facing : No

Circle Rate of Land
(Per Sq. Mtr.)

Circle Rate Per Sq. Mtr. : Rs. 14,500/-

8% Increase in Circle Rate due to
Plot situated at more than
One Road : Rs. 1,160/

Total Circle Rate of Land
(Per Sq. Mtr.) : Rs. 15,660/-

Total Valuation of Circle Rate
After applying rebate due to Big
Sized Plot (Clause No. 35, Page-7
of Directions for Valuation)

For First 1,000 Sq. Mtr. : $1,000 \times 15,660 = 1,56,60,000/-$

For Agarwal Associates Promoters Ltd.

Authorized Signatory

First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director

Second Party

For DIVYANSH & UPPAL LLP

Partner

Third Party

आवेदन सं०: 202200739000553

विक्रय पत्र

बही सं०: 1

रजिस्ट्रेशन सं०: 34

वर्ष: 2022

प्रतिफल- 125000000 स्टाम्प शुल्क- 8750000 बाजारी मूल्य - 125000000 पंजीकरण शुल्क - 1250000 प्रतिलिपिकरण शुल्क - 120 योग: 1250120

श्री M/s Divyansh and Uppal LLP द्वारा

चन्द्र जीत पाठक अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री स्व० बी एस शर्मा

व्यवसाय - अन्य

निवासी: बी-55 कृपाल अपार्टमेंटस प्लॉट नंबर 44 आई पी एक्सटेंशन दिल्ली



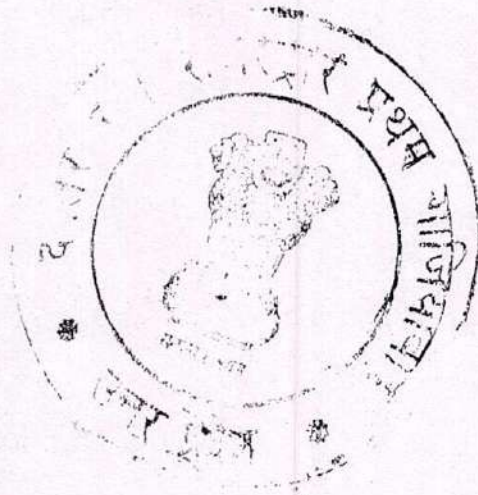
श्री, M/s Divyansh and Uppal LLP द्वारा

चन्द्र जीत पाठक अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 03/01/2022

एवं 03:30:30 PM बजे

निबधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजीव कुमार गौतम, प्रभारी

उप निबंधक :सदर प्रथम

गाजियाबाद

03/01/2022

भीम . रतन

निबंधक लिपिक

For Balance Area of Plot

(10,789.08-1,000=9,789.08) x

15,660 - 30% Rebate

:

10,73,08,000/-

Total Circle Rate Valuation

:

12,29,68,000/-

Total Sale Consideration

:

Rs. 12,50,00,000/-

Stamp Duty

:

Rs. 87,50,000/-

Sale Deed

THIS SALE DEED is executed at Ghaziabad on this 3rd Day of January (Month), 2022 (Year) by and between :

M/s. Agarwal Associates (Promoters) Limited, a company registered under the Indian Companies Act, 1956, having its registered office at 10, New Rajdhani Enclave, Vikas Marg, Delhi-110092 through its authorized signatory, Mr. Prahalad Singh S/o Late Shri Nahar Singh (Aadhar Card No.2984 1177 3753), authorized vide board resolution dated 11-12-2021, hereinafter referred to as "**AAPL**" (which expression shall unless repugnant to the subject or context mean and include its representative, successors and permitted assigns) (PAN AAACA2789D);

&

M/s. Agarwal Associates Promoters Consortium Limited, a company registered under the Indian Companies Act, 1956, having its registered office at Bharat Bhawan, 10, New Rajdhani Enclave, Vikas Marg, Delhi - 110092 through its authorized signatory, Mr. Prahalad Singh S/o Late Shri Nahar Singh (Aadhar Card No.2984 1177 3753), authorized vide board resolution dated 11-12-2021, hereinafter referred to as "**AAPCL**" (which expression shall unless repugnant to the subject or context mean and include its representative, successors and permitted assigns) (PAN AAICA6265C);

For Agarwal Associates Promoters Ltd.

Authorized Signatory

First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director

Second Party

For DIVYANSH & UPPAL LLP

Partner

Third Party

आवेदन सं०: 202200739000553

बही सं०: 1

रजिस्ट्रेशन सं०: 34

वर्ष: 2022

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

विक्रेता: 1

श्री M/s AGARWAL ASSOCIATES (PROMOTERS)

LTD के द्वारा प्रहलाद सिंह, पुत्र श्री स्व० नाहर सिंह

निवासी: 10 न्यू राजधानी एन्क्लेव विकास मार्ग नई दिल्ली

व्यवसाय: अन्य

विक्रेता: 2



श्री M/s AGARWAL ASSOCIATES PROMOTERS

CONSORTIUM LIMITED के द्वारा प्रहलाद सिंह, पुत्र श्री

स्व० नाहर सिंह

निवासी: 10 न्यू राजधानी एन्क्लेव विकास मार्ग नई दिल्ली

व्यवसाय: अन्य

क्रेता: 1



श्री M/s Divyansh and Uppal LLP के द्वारा रंजित

पाठक, पुत्र श्री स्व० बी एस शर्मा

निवासी: बी-55 कृपाल अफाटमेंट्स प्लॉट नंबर 10 मार्ग पी

एक्सटेंशन दिल्ली

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। निम्नकी पहचान

पहचानकर्ता: 1

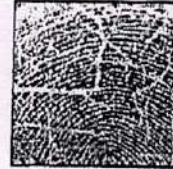


श्री कमालुद्दीन खान, पुत्र श्री मो० शहदीन खान

निवासी: 320-बी मैने मार्किट ओखला विलेज जामिया नगर

दिल्ली

व्यवसाय: अन्य



AND

M/s. Divyansh&Uppal LLP, a LLP registered under the Limited Liability Partnership Rules, 2009 having its LLPIN AAZ-3902 having its Registered Address at A-76, Kariti Nagar, Delhi-110051, through its Partner, Mr. Chander Jeet Pathak S/o Late B. S. Sharma R/o B-55, Kirpal Apartments, Plot No. 44, I. P. Extension, Delhi-110092 (Aadhar Card No. 238897697716), authorized vide resolution dated 17/12/2021 passed by LLP, hereinafter referred to as **"Divyansh&Uppal LLP"** (which expression shall unless repugnant to the subject or context mean and include its representatives, successors and permitted assigns) (PAN AATFD0799C).

The **"AAPL"** may hereinafter be referred to as the **"FIRST PARTY"**, **"AAPCL"** may here-in-after be referred to as the **"SECOND PARTY"** and **"Divyansh&Uppal LLP"** may hereinafter be referred to as the **"THIRD PARTY"**. The **AAPL/FIRST PARTY** and the **AAPCL/SECOND PARTY** may hereinafter be collectively referred to as the **"VENDOR"** and the **THIRD PARTY** may hereinafter be referred to as the **"VENDEE"**. The **"FIRST PARTY"**, **"SECOND PARTY"** and the **"THIRD PARTY"** may individually be referred to as **"PARTY"** and collectively as **"PARTIES"**.

WHEREAS :

- A. The First Party is a real estate developer engaged in the business of real estate construction and development and is currently a Lead Member of consortium for developing an Integrated Township under the name and style of "Aditya World City", situated at Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP-201002 ("Integrated Township");
- B. The Consortium Agreement is registered with the Sub Registrar-1, Ghaziabad as Document No. 77 in Bahi No. 4 Zild No. 824 at Pages 65 to 82 on 17-03-2011;
- C. The First Party on its own and through its consortium companies is constructing and developing the Integrated Township as per the Policy of State Government of Uttar Pradesh issued vide Government Order bearing no. 2711/8-1-05-34VIVIDH/2003 dated 21-05-2005;

For Agarwal Associates Promoters Ltd

Authorized Signatory,

First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorised Signatory/Director

Second Party

For DIVYANSH & UPPAL LLP

Partner

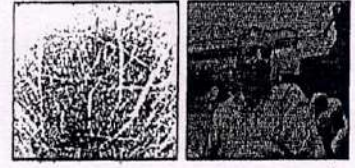
Third Party

पहचानकर्ता : 2

श्री कैवल सैन, पुत्र श्री सुन्दर लाल

निवासी: J-2/5 कृष्णा नगर दिल्ली

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

संजीव कुमार गौतम, प्रभारी
उप निबंधक : सदर प्रथम
गाजियाबाद

भीम . रतन
निबंधक लिपिक



D. The Lay Out of the Integrated Township has already been approved by the Ghaziabad Development Authority (GDA) vide Map No. 742/Zone-5/2013-14 dated 16-04-2014;

E. The First Party and Second Party are jointly owning the Plot No. GH-3 admeasuring 10,789.08 Sq. Mtr. situated at Sector-6, Aditya World City, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP-201002, here-in-after referred to as "Said Plot"(As per Site Plan Attached);

F. Boundaries of the Said Plot are as under :

NORTH EAST : 24 MTR. WIDE ROAD
SOUTH EAST : OTHER'S PROPERTY
SOUTH WEST : ROAD/PLOT NO. GH-6
NORTH WEST : 24 MTR. WIDE ROAD

G. The Land of the Said Plot is falling in Khasra Nos. 2265, 2266, 2270 2275 and 2276 Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP which came in to the ownership of the First Party and the Second Party vide following registered Sale Deeds :

Sl. No.	Khasra No.	Total Khasra Area (In Sq. Mtr.)	Purchased Area under Plot No. GH-03 (In Sq. Mtr.)	Name of Owner Company	Regd. Sale Deed No.	Regd. Sale Deed Date
1	2265	3670.00	611.66	Agarwal Associates Promoters Consortium Limited	1492	19.03.2008
			2141.00	Agarwal Associates Promoters Consortium Limited	6162	11.07.2006

Agarwal Associates Promoters Ltd.

Authorized Signatory

First Party

Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director
Second Party

For DIVYANSH & UPPALLI

Third Party

			260.18	Agarwal Associates Promoters Consortium Limited	6152	11.07.2006
		Total	3012.84			
2	2266	4050.00	130.44	Agarwal Associates (Promoters) Ltd.	3789	05.06.2015
			2363.00	Agarwal Associates (Promoters) Ltd.	859	11.02.2011
			675.00	Agarwal Associates Promoters Consortium Limited	1492	19.03.2008
		Total	3168.44			
3	2270	5060.00	2179.31	Agarwal Associates (Promoters) Ltd.	856	11.02.2011
4	2275	2150.00	1522.82	Agarwal Associates (Promoters) Ltd.	3789	05.06.2015
5	2276	4300.00	905.67	Agarwal Associates Promoters Consortium Limited	5960	05.07.2006
		Total	10,789.08			

The Second Party i.e. Agarwal Associates Promoters Consortium Limited (AAPCL) obtained the title of the above said land parcels due to merger of

For DIVYANSH & UPPAL LLP

For Agarwal Associates Promoters Ltd.

Authorized Signatory

First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director

Second Party

Partner

Third Party

its wholly owned subsidiary companies in to AAPCL vide Orders Dated 21-10-2010 and 30-08-2013 passed by the Hon'ble High Court of Delhi in Company Petition No. 229/2010.

- H. The GDA has also issued Completion Certificate in respect of Sector-6 of Aditya World City wherein the Said Plot is situated vide its letter bearing no. 409/Pravartan (Zone-5)/2016 dated 20-12-2016;
- I. The Third Party has approached the First Party & the Second Party for purchase of the Said Plot for the purpose of development of Group Housing Project;
- J. The Third Party hereby declare and confirm that it has gone through the above said township policy, applicable laws, notifications, relevant rules & regulations, bye-laws of the GDA, norms including but not limited to FAR/FSI and 15% lay out green related to the above said group housing project, title documents of the First Party and the Second Party in relation to the above said land, revenue records, mutation entries, relevant approvals available with the First Party and the Second Party and all documents mentioned in this Sale Deed through its own and its consultants/advocates/counsels, got its due diligence completed for the said group housing plot and group housing project, all applicable laws, rules, regulations, bye laws etc. up to its satisfaction before the execution of this Sale Deed and have received copies of all relevant documents and approvals from the First Party and the Second Party and physically inspected the Said Plot and its surrounding development and facilities/services and is satisfied with all and thereafter has agreed to purchase the Said Plot on as is where is basis.
- K. The Third Party hereby also declare and confirm that it has received all of the above said documents from the First Party and the Second Party for carrying out its due diligence and has independently also verified the authenticity of the above said documents through its consultants/advocates/counsels and is satisfied with the same;
- L. The Third Party has assured the First Party & the Second Party that it has technical, professional and financial competence for development and completion of the above said Group Housing Project in accordance

For DIVYANSH & UPPAL LLP

For Agarwal Associates Promoters Ltd

Authorized Signatory

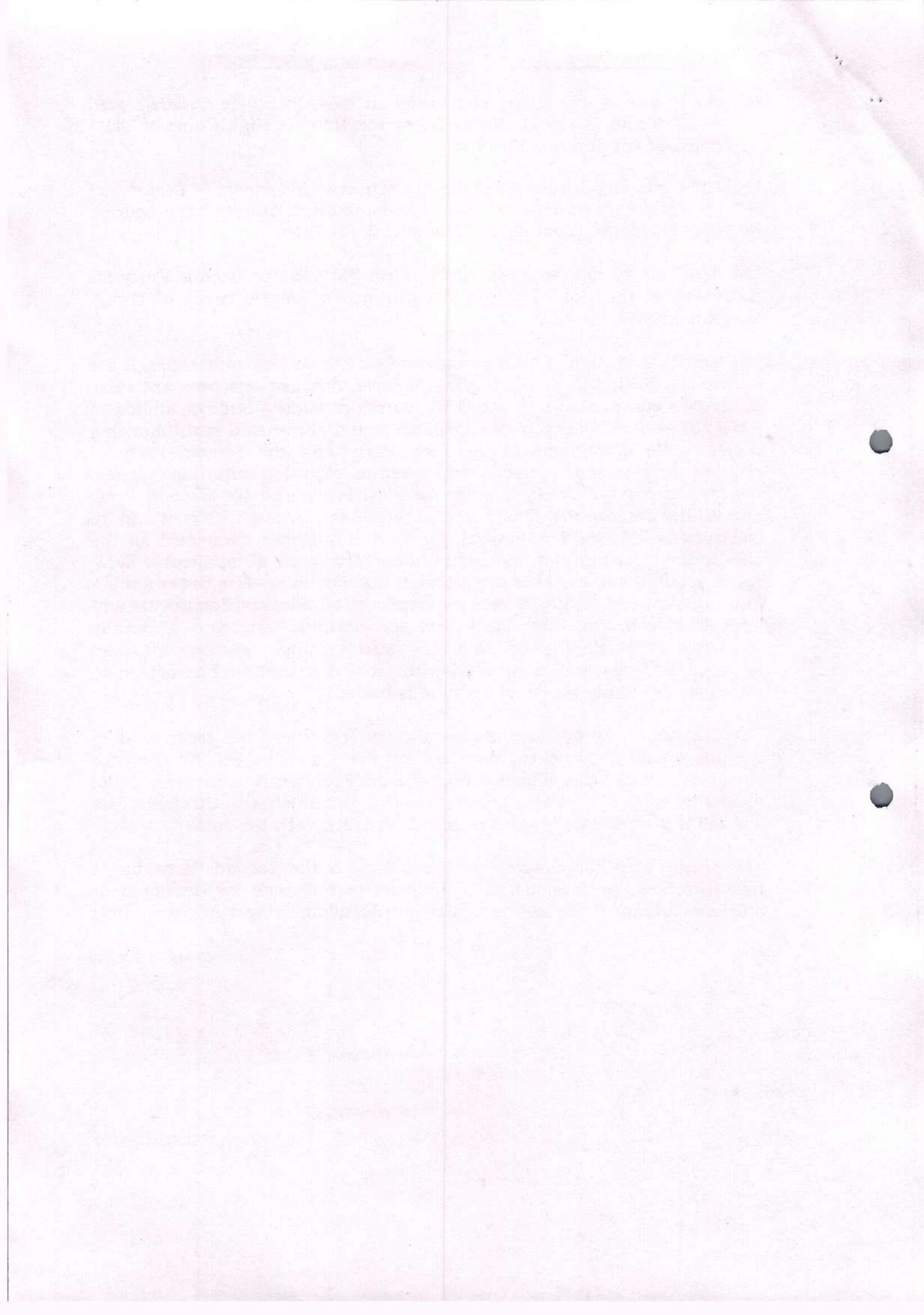
First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director

Second Party

Third Party



with the applicable policy/laws/rules/regulations/bye-laws; and

- M. Relying upon the representations, warranties, undertakings, indemnities and assurances of the Third Party, the First Party & the Second Party have agreed to sell the Said Plot in favor of the Third Party and the Third Party has agreed to Purchase the Said Plot on such terms and conditions as contained in this Sale Deed.

NOW THEREFORE, in consideration of the mutual covenants and terms & conditions set forth herein, the parties hereto agree as under :

1. Scope of the Sale Deed and Sale Consideration

- 1.1 The First Party and the Second Party has the ownership, marketable title and in possession of the Said Plot and are entitled to sell the Said Plot as per its choice. The First Party and the Second Party hereby declare that the Said Plot is free from all encumbrances, charges, liens and mortgages.
- 1.2 Relying on the representations, declarations, confirmations, warranties, covenants and undertakings of the Third Party as contained herein, the First Party & the Second Party hereby sell the Said Plot bearing no. GH-03 admeasuring 10,789.08 Sq. Mtr. situated at Sector-6, Aditya World City, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP-201002 for a Sale Consideration of Rs. 12,50,00,000/- (Rupees Twelve Crore Fifty Lakh Only) for construction and development of a group housing project thereon, in favor of the Third Party upon the terms and condition set forth in this Sale Deed on as is where is basis and the Third Party is purchasing the same.

2. Payment Terms of Sale Consideration

- 2.1 The Third Party has handed over the following cheques in aggregate amounting to Rs. 12,50,00,000/- (Rupees Twelve Crore Fifty Lakh Only) for making payment of Sale Consideration being the financial debt to the First Party and the Second Party :

Agarwal Associates Promoters Ltd

Authorized Signatory

First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorised Signatory/Director

Second Party

For DIVYANSH & UPPAL (LP)

Partner

Third Party

Sl. No.	Name of Owner	Cheque Detail	Amount (In Rs.)
1	Agarwal Associates (Promoters) Ltd.	Cheque No. 005901 Dated 23-11-2021, Bank of Baroda, Abhay Khand, Indirapuram, Distt. Ghaziabad-201002	86,13,000/-
2	Agarwal Associates Promoters Consortium Limited	Cheque No. 005902 Dated 23-11-2021, Bank of Baroda, Abhay Khand, Indirapuram, Distt. Ghaziabad-201002	63,87,000/-
3	Agarwal Associates Promoters Consortium Limited	Cheque No. 000007 Dated 10-03-2022, Bank of Baroda, Abhay Khand, Ghaziabad Branch, Ghaziabad-201014	2,00,00,000/-
4	Agarwal Associates (Promoters) Ltd.	Cheque No. 000003 Dated 20-04-2022, Bank of Baroda, Abhay Khand, Ghaziabad Branch, Ghaziabad-201014	2,00,00,000/-
5	Agarwal Associates Promoters Consortium Limited	Cheque No. 000006 Dated 20-05-2022, Bank of Baroda, Abhay Khand, Ghaziabad Branch, Ghaziabad-201014	2,00,00,000/-
6	Agarwal Associates (Promoters) Ltd.	Cheque No. 000002 Dated 30-05-2022, Bank of Baroda, Abhay Khand, Ghaziabad Branch, Ghaziabad-201014	2,00,00,000/-
7	Agarwal Associates (Promoters) Ltd.	Cheque No. 000001 Dated 30-06-2022, Bank of Baroda, Abhay Khand, Ghaziabad Branch, Ghaziabad-201014	2,00,00,000/-

For DIVYANSH & UPPAL LLP

Agarwal Associates Promoters Ltd

For Agarwal Associates Promoters Consortium Ltd.

Partner

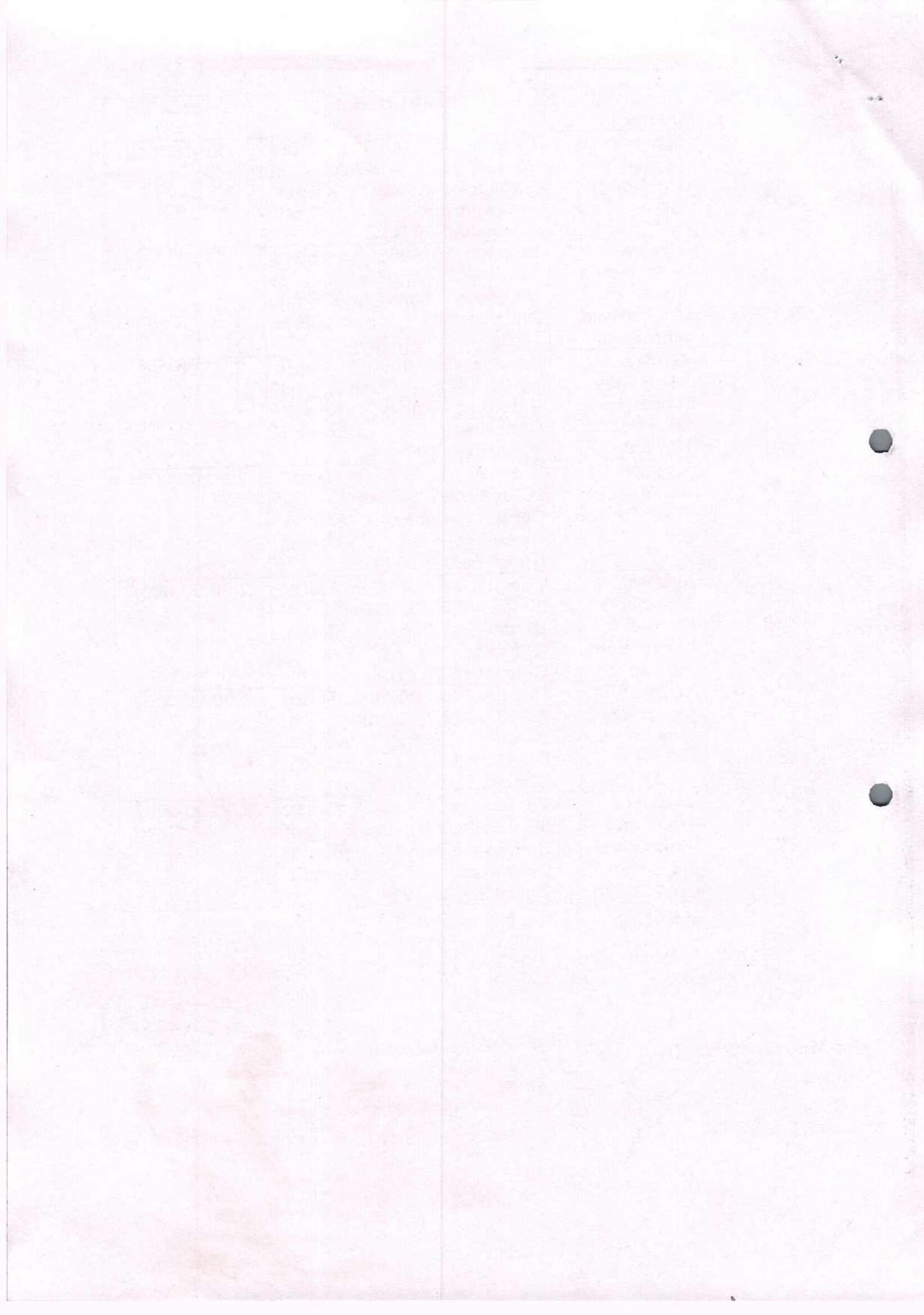
Authorized Signatory,

First Party

Authorized Signatory/Director

Second Party

Third Party



8	Agarwal Associates (Promoters) Ltd.	Cheque No. 000009 Dated 30-06-2022, Bank of Baroda, Abhay Khand, Ghaziabad Branch, Ghaziabad-201014	24,44,250/-
9	Agarwal Associates Promoters Consortium Limited	Cheque No. 000010 Dated 20-07-2022, Bank of Baroda, Abhay Khand, Ghaziabad Branch, Ghaziabad-201014	63,05,750/-
10	Agarwal Associates (Promoters) Ltd.	TDS	7,17,750/-
11	Agarwal Associates Promoters Consortium Limited	TDS	5,32,250/-
Total			12,50,00,000/-

- 2.2 The Third Party has deposited the amount of TDS @ 1% of sale consideration i.e. Rs. 12,50,000/- (Rupees Twelve Lakh Fifty Thousand Only) before the execution of Sale Deed and will issue TDS Certificate in the name of the First Party & the Second Party as per the Income Tax Act and allied rules.
- 2.3 If the Third Party would have any further query/requirement regarding any document/information to be sought from the First Party/Second Party/Any Government Department/Authority, the Third Party will independently pursue the matter for obtaining information/documents with the relevant party/Government Department/Authority or if the Third Party is prohibited or prevented to carry out its work at the Group Housing Plot due to any agitation/protest or otherwise, the Third Party will directly deal with these type of problems and the Third Party will not cause any delay in making payment of sale consideration as per this sale deed on the pretext of information/documents pending to be received from the First Party/Second Party/Government Department/Authority or

For Agarwal Associates Promoters Ltd.

Authorized Signatory,
First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director
Second Party

For DIVYANSHI & UPPAL LLP


Partner

Third Party

work is prohibited/prevented due to agitation/protest or otherwise.

- 2.4 The Third Party hereby undertakes that under no circumstances, the abovesaid cheques would be dishonoured for any reason such as Insufficient Funds, Payment Stopped, Account Closed, Account Seized, Signature Differ or due to any technical or any other reason whatsoever. In case of dishonor of any cheque, sale deed will be deemed as null & void.

3. Execution of Sale Deed

- 3.1 The First Party & the Second Party are executing Sale Deed in respect of the Said Plot in favor of the Third Party only subject to payment terms of sale consideration as mentioned above. The First Party & the Second Party has also handed over the actual physical possession of the Said Plot to the Third Party simultaneously with the execution of Sale Deed. The stamp duty, registration charges and deed writing/advocate charges for the execution and registration of this Sale Deed have been paid and borne by the Third Party.
- 3.2 If any deficiency in stamp duty is found by the Government Department/Authority and/or if any notice for short stamp is received in respect of execution/registration of this Sale Deed, the Third Party will be exclusively liable and responsible for the same and will always keep the First Party and the Second Party harmless and indemnified in this regard.

4. Approval of Maps and Other Approvals

- 4.1 The First Party and the Second Party hereby state that the Said Plot is having permissible FAR of 2.5 and Ground Coverage & Population Density would be as per prevailing bye-laws of the GDA.
- 4.2 The Third Party on its initiative, cost and expenses will be independently entitled and responsible to apply to the competent/appropriate authority for obtaining following approvals/sanctions/NOCs for developing Group Housing Project on the Said Plot without having reference/recourse to the First Party and the Second Party :

Agarwal Associates Promoters Ltd.

Authorized Signatory

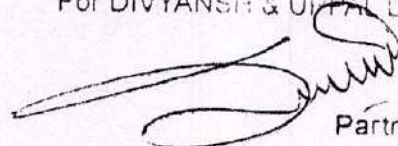
First Party

Agarwal Associates Promoters Consortium Ltd.

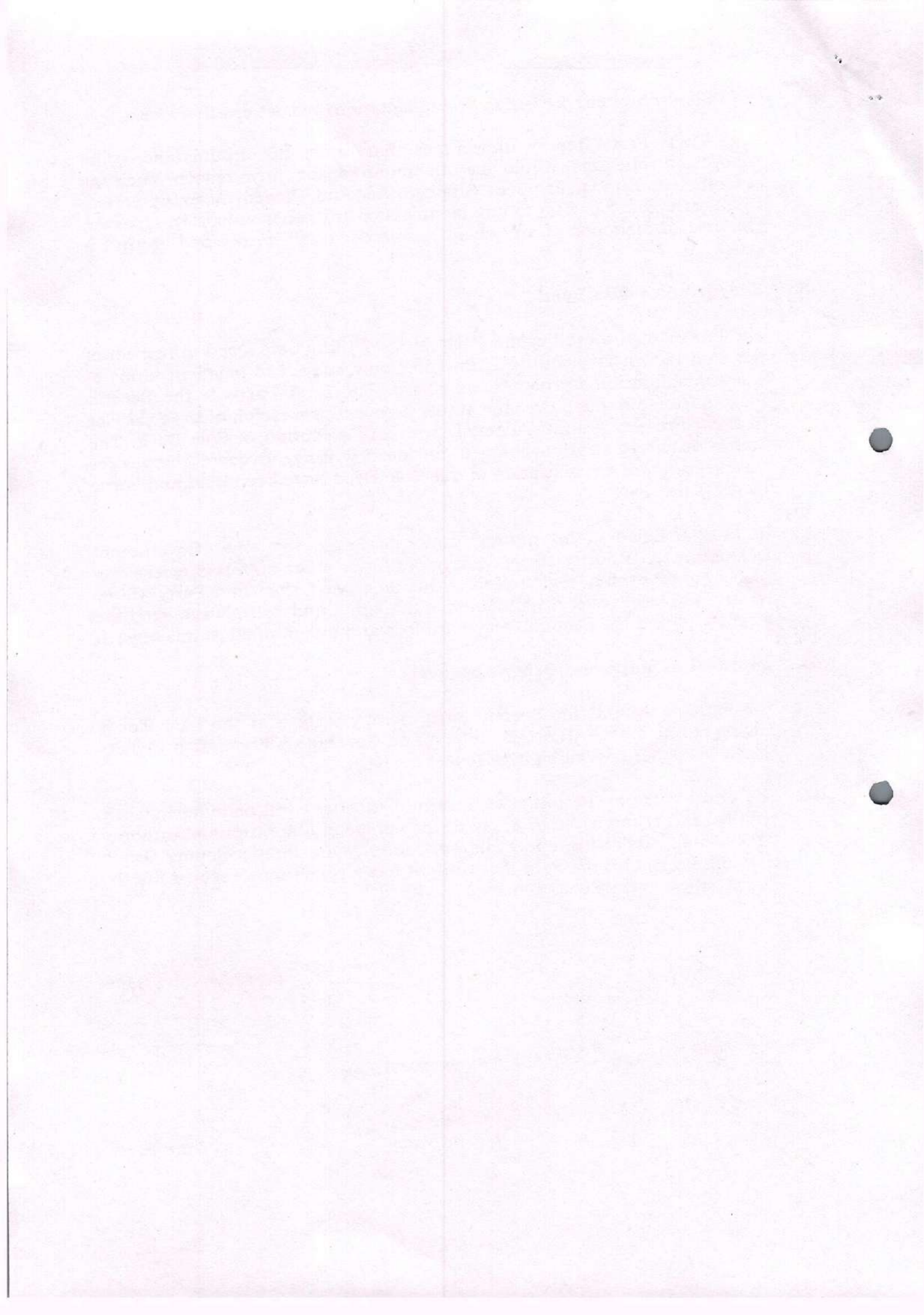
Authorized Signatory/Director

Second Party

For DIVYANSH & UJJAL LLL


Partner

Third Party



- a) Approval of lay out plan, building plans, maps and all other related, relevant, ancillary and allied approvals/sanctions;
 - b) Approval under Environment Protection Act and approval of Uttar Pradesh Pollution Control Board;
 - c) NOC from FIRE Department;
 - d) Approval for abstraction of ground water;
 - e) Water Connection;
 - f) Electricity Connection from the concerned electricity department/company; and
 - g) Any Other requisite Approval, Sanction, NOC, Permission, License, registration required for developing, marketing, selling and completing the above said Group Housing Project on the Said Land with in due time period.
 - h) The Third Party will establish and make operational its own Sewage Treatment Plant (STP) with zero discharge for the above said project at its own initiative, cost and expenses without having reference/recourse to the First Party and the Second Party.
- 4.3 The Storm Water Drain Line is available in the Township. In case of overflow of Treated Water from the STP of the Third Party, the Third Party may connect its STP with the Storm Water Drain Line installed for Township for discharging treated water after treatment in its own STP with zero discharge only in case of force majeure circumstances.
- 4.4 The Third Party will on its own construct the 10% EWS and 10% LIG Flats in accordance with the above said Integrated Township Policy, 2005 and as per the conditions of proposed map approval for the above said project on the Said Plot. The Sale Consideration to be received from the allottees of the EWS and LIG Flats will be received by the Third Party.
- 4.5 The Third Party has declared that it is in its knowledge that the plot area

Agarwal Associates Promoters Ltd.

Authorized Signatory

First Party

Agarwal Associates Promoters Consortium Ltd.

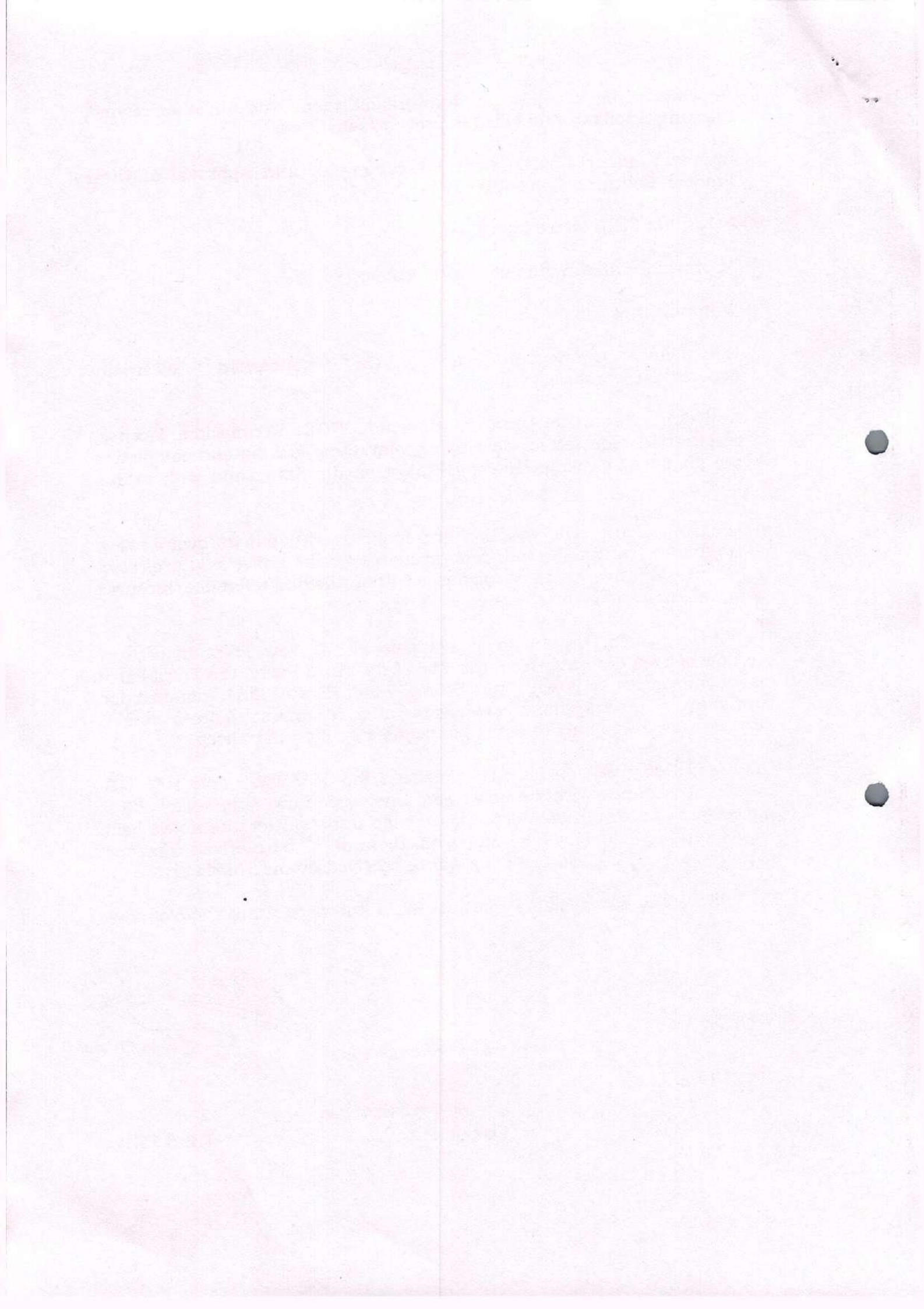
Authorised Signatory/Director

Second Party

For LDF

Partner

Third Party



of the Said Plot is inclusive of compulsorily 15% lay out green area and the Third Party will keep the provision of 15% layout green area within the Said Plot and follow other provisions, terms and conditions imposed by the competent authority while sanctioning of maps/plans/layout in this regard.

- 4.6 The Third Party will follow all rules, regulations, bye laws, laws applicable in respect of development of group housing project upon the Said Plot.
- 4.7 The Third Party has understood and agreed that development of Group Housing Project on the Said Plot and its completion and development of all infrastructural facilities/services/amenities are independent and not in any way related or dependent upon the development of area/infrastructural facilities/services/amenities outside the boundary of the Said Plot.
- 4.8 The Third Party will abide by and install all safety measures and systems for construction and development of Group Housing Project on the above said Group Housing Plot in accordance with and in full compliance with all standards, codes and regulations applicable in the State of Uttar Pradesh.
- 4.9 The Third Party will be exclusively and independently responsible and liable for providing Bank Guarantee, keeping the bank guarantee always alive and depositing other applicable charges to the GDA, State Government of UP and any other government agency/authority in respect of/proportion to the above said plot and will provide/deposit the same within the prescribed time period.
- 4.10 It shall be the sole obligation and responsibility of the Third Party to keep all the permissions, approvals, sanctions, NOCs etc. for the above said project valid and in force. Further the Third Party undertakes that it shall not do any acts, things, deeds, take any steps, make any omissions or cause to do/happen any of such activities, which may contravene or violate any condition of any licenses/approvals/permissions of the above said Group Housing Project Plot and/or the Integrated Township. If any claim/demand/loss/damages/penalties/expenses/liability arises due to such acts, things, deeds, steps, omissions caused by the Third Party or its

For DIVYANSH & UPPAL LLP



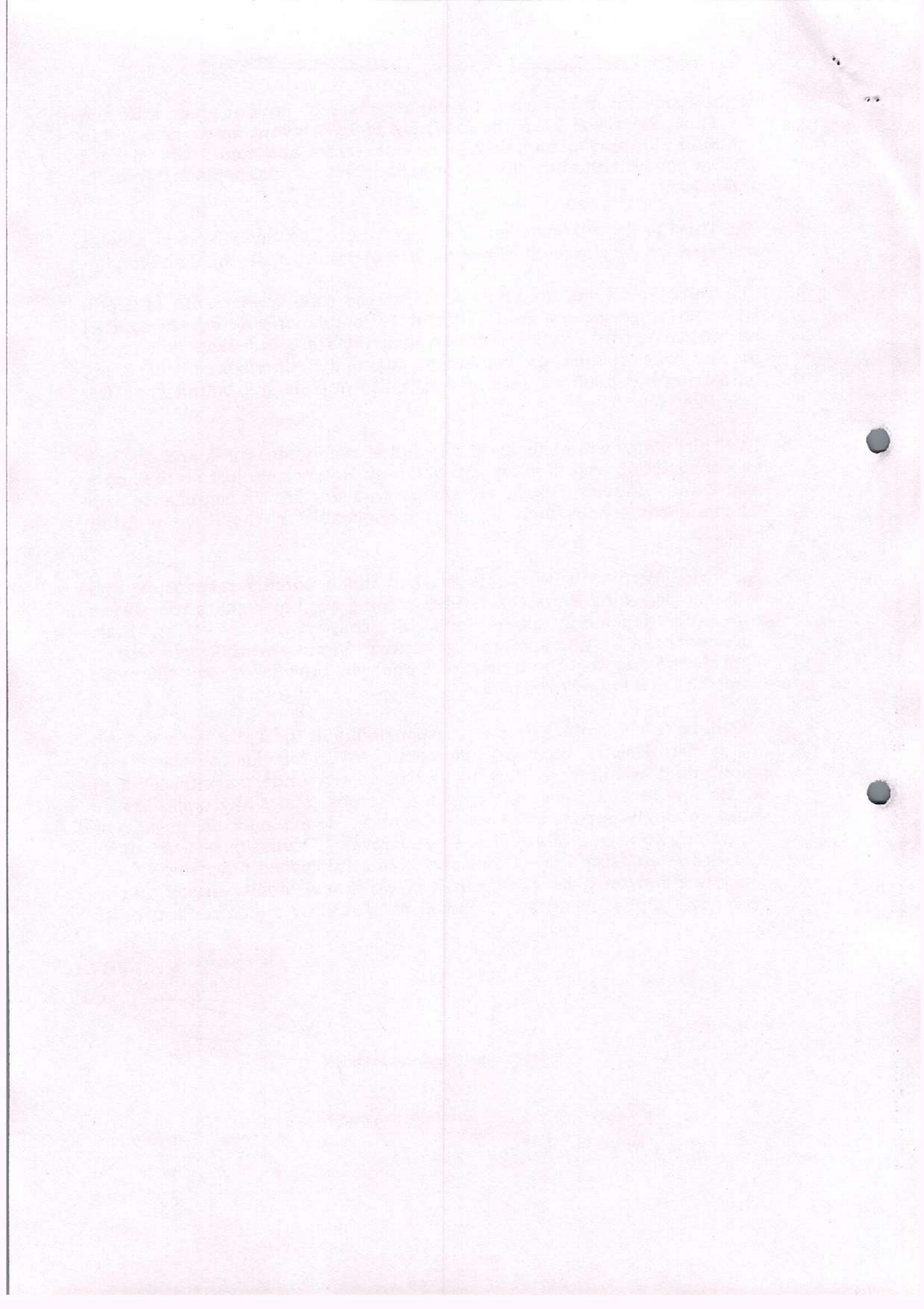
Partner

For Agarwal Associates Promoters Consortium Ltd.

Authorised Signatory/Director
Second Party

First Party

Third Party



contractors, consultants, agents etc., the Third Party will be exclusively liable to bear and pay for such loss, expenses and liability and will always keep the First Party and the Second Party harmless and indemnified.

- 4.11 It is agreed between the parties that the Third Party shall take all appropriate steps to prevent and ensure that no damages are caused to the assets, equipments, capital instruments forming part of infrastructure facilities in Integrated Township. However, in case any damage is caused to the assets/capital instruments/infrastructure forming part of the Integrated Township due to the acts of commission or omission caused by the Third Party and/or to any one working under the direction, supervision or control of the Third Party, then the Third Party shall be responsible to get the damages rectified at its own cost and expenses within 30 days of receipt of intimation in this regard from the First Party or the Second Party. If the Third Party fails to rectify such damage within 30 days, the First Party or the Second Party may at its discretion get the same rectified on its own and in such an event, the Third Party shall be liable to pay to the First Party & the Second Party cost of rectifying the damage plus 10% of such cost as administrative charges for getting such damages rectified.
- 4.12 The First Party and the Second Party will assure to the Third Party that there will be no interference by the First Party and the Second Party for movement of Raw Material (Construction Material/Labour etc.)
- 4.13 It is agreed between the parties that the Third Party after excavation of earth from the said plot, will provide 25% of total excavated earth to the First Party and the Second Party free of cost for using the same in the above said Integrated Township to maintain ecological and environmental balance in the Integrated Township and for rest 75% of the total excavated earth, the Third Party will first offer to sell the excavated earth to the First Party and the Second Party at market competitive rates and only after the refusal of the First Party and the Second Party, the Third Party will be able to carry the 75% of total excavated earth out of the Township, however the digging and transportation cost for 25% of total excavated earth will be borne by the First Party and the Second Party.

For DIVYANSH & UPPAL LLP

Partner

For Agarwal Associates Promoters Ltd.

Authorized Signatory

First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director

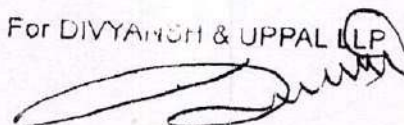
Second Party

Third Party

5. Other Covenants

- 5.1 The Third Party acknowledges that the First & Second Party will undertake development/construction activities as per its own scheme, discretion and planning in the entire area outside the said Group Housing Project and that the Third Party/AOA of Said Project/Allottees of Said Project shall not create any obstruction or raise any objections or make any claims or default in payment of any installment on pretext of any inconvenience, which may be suffered by the Third Party/AOA of Said Project/Allottees of Said Project due to such development/construction or incidental / related activities. Notwithstanding anything contained herein, the First & Second Party will have the right to effect suitable and necessary alterations in the layout plan of the township and building plans in the township at its own discretion outside the boundary of the Said Plot.
- 5.2 (a) The Third Party shall pay and bear all property and/or municipal taxes after the date of Sale Deed and up to the date of Sale Deed, such charges will be borne by the First Party and the Second Party.
- (b) The Third Party hereby agrees that in future after the execution of this sale deed, if any demand is raised or issued by any Authority, due to the enhancement in the compensation, interest, solatium under the orders of any Court/authority/tribunal or any freehold charges raised or demanded by the Ghaziabad Development Authority, or if the State Government/Central Government and/or its agencies/departments/authorities charge/impose/levy any infrastructure charges/connectivity charges/metro cess/highway cess, will be payable by the Third Party in respect of/proportion to the said plot directly to the relevant authority/department/agency or through the First Party & the Second Party, as the case may be as per the demand raised.
- 5.3 The Third Party expressly agrees and undertakes not to use, in any manner whatsoever, the First Party & Second Party's name, brand name, trademarks or logos in any marketing or promotional materials, agreements, documents, sales, reservations, including on its website and any signages. All marketing and promotional materials pertaining to the Group Housing Project shall include such disclaimer that the Third Party

For DIVYANSH & UPPAL LLP



Partner

Agarwal Associates Promoters Ltd

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory

First Party

Authorized Signatory/Director

Second Party

Third Party

is independently and is solely responsible for the ownership, development and operation of the "Group Housing Project" and the First Party & the Second Party or its associate companies are not in any way associated with the completion, construction and development of the Group Housing Project; however the Third Party will use the name "Aditya World City" for the address purpose only.

- 5.4 That the Third Party shall make all arrangement which are necessary for the maintenance of the common areas and services for the Group Housing Project within the Said Plot, however the maintenance of common areas outside the boundary of the Said Plot and within the boundary of the Integrated Township are being carried out by the maintenance agency appointed by the First Party. The Third Party, AOA of Said Project and Allottees of the Said Project shall be obliged to bear and pay for proportionate maintenance charges for the common areas and services situated outside the boundary of the Said Plot and within the boundary of the Integrated Township as and when the same are demanded by such maintenance agency from the Third Party, AOA of Said Project or Allottees of the Said Project.

6. Miscellaneous Terms

- 6.1 The Third Party shall not assign any of its rights, liabilities or obligations under this Sale Deed to any other person/entity, before making above said complete sale consideration to the First Party and the Second Party.
- 6.2 Nothing in this Sale Deed shall be construed as constituting any partnership, joint venture or agency between the Parties and the relationship between the Parties is strictly on a principal to principal basis.
- 6.3 The Third Party will be liable to make payment of Interest @ 1.5% per month compounded quarterly to the First Party and/or the Second Party in case of any delay/default in payment as per the terms and conditions of this Sale Deed.
- 6.4 This Sale Deed constitutes and represents the entire agreement between the Parties and cancels and supersedes all prior arrangements,

For DIVYANSH & UPPAL LLP



Partner

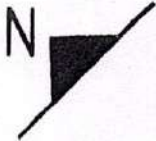
Agarwal Associates Promoters Consortium Ltd.

Authorised Signatory/Director
Second Party

Third Party

First Party

SITE PLAN



BOUNDARIES OF THE PLOT NO. GH-03
North East : 24.0 M WIDE ROAD
South West : ROAD / PLOT NO. GH-6
North West : 24.0 M WIDE ROAD
South East : OTHER'S PROPERTY

SCALE: - N.T.S.

PROPERTY ADDRESS:-
GH-03, SECTOR-06
ADITYA WORLD CITY,
SHAHPUR BAMHETTA,
GHAZIABAD, U.P.

VENDOR: For Agarwal Associates Promoters Ltd.

Authorized Signatory

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director

Agarwal Associates (Promoters) Limited &
Agarwal Associates Promoters Consortium
Limited

VENDEE:-

For DIVYANSH & UPPAL LLP

Divyansh&Uppal LLP

agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

- 6.5 No modification, alteration or amendment of this Sale Deed or any of its terms or provisions shall be valid or legally binding on the Parties unless made in writing and duly executed and registered by or on behalf of all the Parties.
- 6.6 In the event of any dispute arising between the parties relating to this Sale Deed or any part thereof, the same shall be referred to a single arbitrator mutually appointed by the First Party, Second Party and the Third Party. The arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of Arbitration shall be at Delhi. Subject to arbitration proceedings in Delhi, this Sale Deed shall be governed by and construed in accordance with the laws of India and the Courts at Ghaziabad shall have the exclusive jurisdiction in relation to all matters arising out of this Sale Deed.
- 6.7 If any provision of this Sale Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, under applicable Law, such provision or part thereof shall, to that extent be deemed not to form part of this Sale Deed, and the legality and enforceability of the remainder of this Sale Deed shall not be affected. In the event of the invalidity or unenforceability of any provision of this Sale Deed or any provision is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, the Parties will immediately negotiate in good faith so as to agree and replace one or more provisions with another, which is not prohibited or unenforceable under applicable Law and has, as far as possible, the same legal and commercial effect as that which it replaces.

For Agarwal Associates Promoters Ltd.

Authorized Signatory

First Party

For Agarwal Associates Promoters Consortium Ltd.

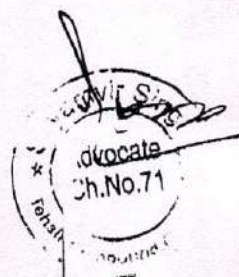
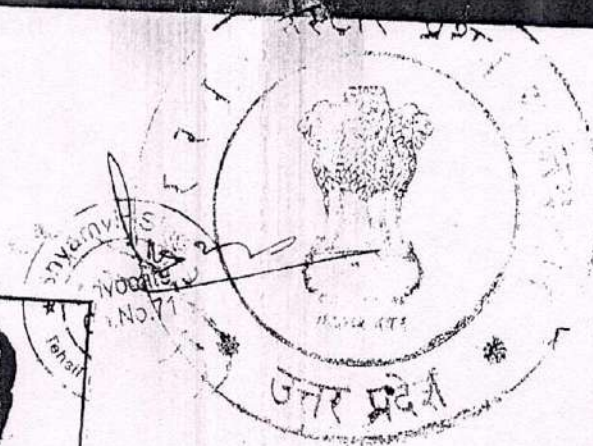
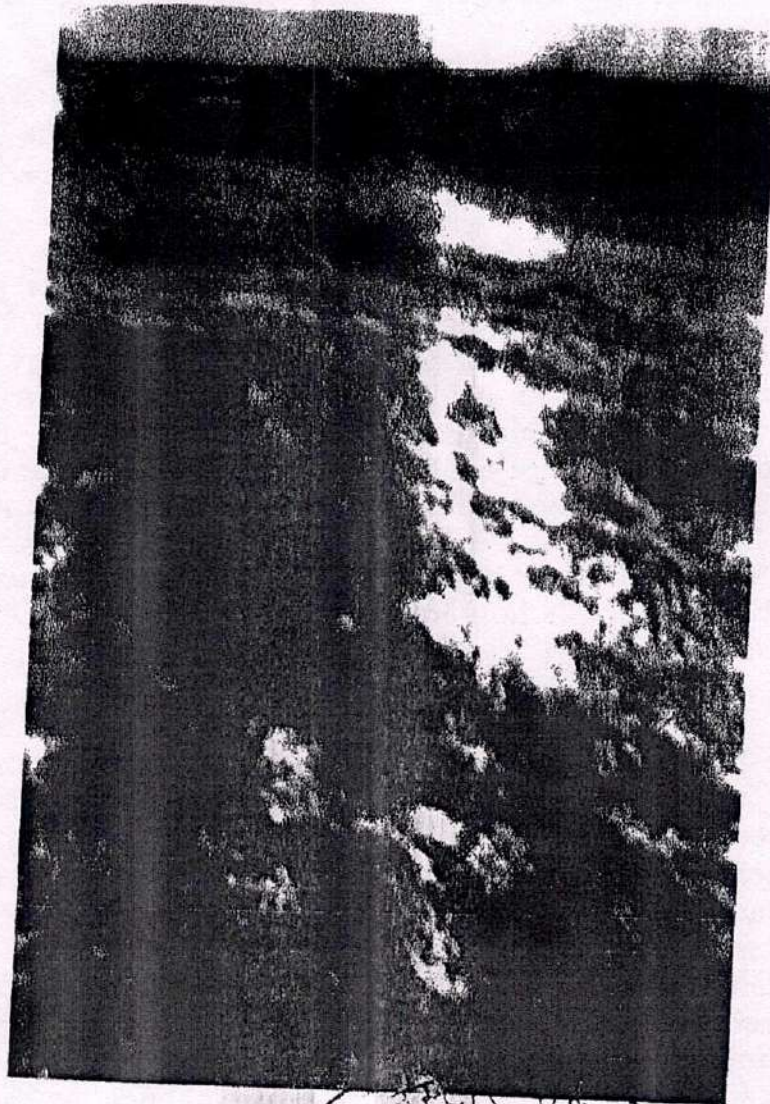
Authorised Signatory/Director

Second Party

For DIVYANSH & UPPAL LLP

Partner

Third Party



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS SALE DEED
AS OF THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE
PRESENCE OF THE FOLLOWING WITNESSES.

Signed & Delivered By the First Party

Authorised Signatory

Signed & Delivered By the Second Party

Authorised Signatory

Signed & Delivered By the Third Party

Partner

Witnesses :

1. Kamaluddin Khan
S/o Late Shri Mohd. Shahedin Khan
R/o 320-B, Main Market, Near Chopal,
Okhla Village, Jamia Nagar, South Delhi,
Delhi - 110025.

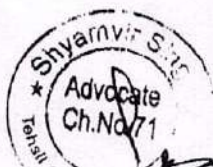
2. Kanwal Sain
S/o Shri Sunder Lal
R/o J-2/5, Krishna Nagar,
East Delhi, Delhi - 110051

For Agarwal Associates Promoters Ltd.

Authorized Signatory
First Party

For Agarwal Associates Promoters Consortium Ltd.

Authorized Signatory/Director
Second Party



For DIVYANSH & UPPAL LLP

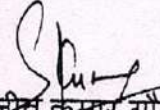
Partner

Third Party

आवेदन सं०: 202200739000553

बही संख्या । जिल्द संख्या 18599 के पृष्ठ 51 से 100 तक क्रमांक
34 पर दिनांक 03/01/2022 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ता


संजीव कुमार गौतम, प्रभारी
उप निबंधक : सदर प्रथम

गाजियाबाद
03/01/2022

