

20696/20



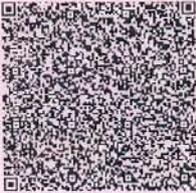
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

164

Certificate No.	: IN-UP10271188335690S
Certificate Issued Date	: 17-Oct-2020 02:08 PM
Account Reference	: SHCIL (FI)/ upshcil01/ SAROJINI NAGAR/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0113911603452745S
Purchased by	: ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
Description of Document	: Article 23 Conveyance
Property Description	: UNDIVIDED SHARE OF LAND OF TOWER-11 GH-1A, SECTOR-G, SUSHANT GOLF CITY, SULTANPUR ROAD, LUCKNOW.
Consideration Price (Rs.)	:
First Party	: ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
Second Party	: LONGTAIL CAPITAL LIMITED
Stamp Duty Paid By	: ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED
Stamp Duty Amount(Rs.)	: 40,04,000 (Forty Lakh Four Thousand only)



Please write or type below this line



Ansal Properties & Infrastructure Ltd.

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

Limited

0012660249

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of e-Stamp Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सरोजनीनगर लखनऊ 2020367029407

आवेदन संख्या : 202001041028751

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2020-10-19 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम प्रेमजीत कुमार

लेख का प्रकार विक्रय पत्र

प्रतिफल की धनराशि 3200000 / 57195051

1. रजिस्ट्रीकरण शुल्क 571960
2. प्रतिलिपिकरण शुल्क 120
3. निरीक्षण या तलाश शुल्क
4. मुख्तार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 572080

शुल्क वसूल करने का दिनांक 2020-10-19 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2020-10-19 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Aadhaar will be helpful in availing Government and Non-Government services in future.

Address:
CAO: Krishna Prasad Sin
Vivek Khanda, Gomnaga
Lucknow, Gomnagar, U
Pradesh, 226010

9595 5753 2481



1902 000 1907



Jang B. Singh



Premjeet Kumar



**UDH BAR ASSOCIATION
HIGH COURT LUCKNOW BENCH**

Enrollment No.:



Member's Name: **BENKAT RAMAN SINGH**
Father's Name : Sri Ram Shankar Singh
Date of Birth : 03.06.1977
Address : H.No.- 660/7/84, Phoolbagh
Colony, Kursi Road,
Lucknow
Mobile : 09335266005



Surya Prakash Singh

Advocate

UP C 13553/10

Father

Shri. Bal Krishan

Date of Birth

10/07/1985

Address

V. Premganj, PO. Bangermau,
Unnao

Enrollment No.

UP13553/10

Enrollment Dt.

04/09/2010

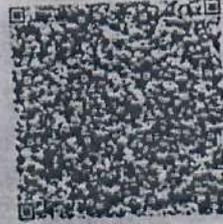
Secretary
Bar Council of U.P.



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

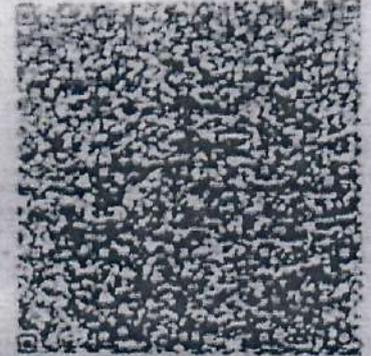
आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O: राम नरेश झा, जगन्नाथपुरी कॉलोनी, जियामऊ, निकट
राधा कृष्ण मंदिर, लखनऊ, लखनऊ,
उत्तर प्रदेश - 226001

Address :
S/O: Ram Naresh Jha, JAGANNATHPURJ COLONY,
JIYAMAU, NEAR RADHA KRISHNA MANDIR,
Lucknow, Lucknow,
Uttar Pradesh - 226001



3789 8795 4800
VID : 9137 0156 5516 8517

1947
1800 300 1947

help@uidai.gov.in www.uidai.gov.in

[www](http://www.ww)

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

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAACG0874H



नाम / Name
LONGTAIL CAPITAL LIMITED

निगमन/गठन की तारीख
Date of Incorporation / Formation
17/11/1993

1805/2017

LONGTAIL CAPITAL LIMITED

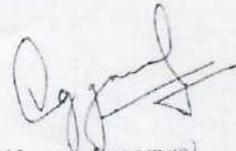
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF
PREVIOUSLY KNOWN AS GOLDRICH AGRO LIMITED
THE BOARD OF DIRECTORS OF M/s. LONGTAIL CAPITAL LTD. HELD ON
MONDAY, THE 15TH DAY OF OCTOBER, 2020 AT 10:30 A.M. AT THE REGISTERED
OFFICE OF THE COMPANY AT A-56 NARAINA INDUSTRIAL AREA PHASE - 1,
NEW DELHI-110028.

=====

RESOLVED THAT Mr. Premjeet Kumar resident of M-691 Ground Floor, Princeton Floors, Sector 51, Gurgaon, 122011 be and is hereby authorized to get the land purchased by the company from M/s. Ansal Properties & Infrastructure Ltd. in Sushant Golf City, Lucknow registered in the company's name.

RESOLVED FURTHER THAT Mr. Premjeet Kumar be and is hereby authorized to do all such acts, deeds and things as may be consider necessary or incidental for the aforesaid purpose on behalf of the Company."

For LONGTAIL CAPITAL LIMITED



Varun Aggarwal
Director

Date: 16.10.2020
Place: Delhi

Regd Office : A-56, Phase-I, Naraina Industrial Area, New Delhi 110028
Phone 8527734555, Email - ra.agg.87@gmail.com
CIN - U74899DL1993PLC056079

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 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 to be correct
for Ansal Properties & Infrastructure Limited



Abdul Sami
General Manager (Corporate Affairs) &
Company Secretary
FCS-7135

BRIEF DETAIL OF SALE DEED

1. Type of Property : Freehold Residential Land
2. Mohalla : Sushant Golf City
3. Property details : Undivided share of Land having area of 3354.17 Sq. Mt., of Tower- 11 in Group Housing-1A, Sector-G, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.)
4. Measurement unit : Square Meter
5. Area of property : 3354.18 Sq. Mtr.
6. Situation of Road : 100 meter away from Amar Saheed Path.
7. Other description : Situated at 9 meter wide road and on more than two roads and green facing.
8. **Consideration** : **Rs. 32,00,000/-**
9. **Value as per DM circle rate** : **Rs. 5,71,95,051/-**
10. **Total Stamp duty paid** : **Rs. 40,04,000/-**

No. of First Party: 1 (one)

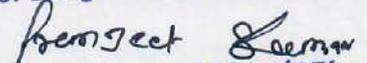
No. of Second Party: 1 (one)

Details of Seller	Details of Purchaser
M/s Ansal Properties & Infrastructure Ltd. (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 2nd Floor, Shopping Square-2, Sector-D, Sushant Golf City, Lucknow-226030 through its authorized signatories Mr. Kamlesh Singh son of Sri Ram Janma Singh and Mr. Neeraj Jha son of Sri Ram Naresh Jha duly authorised vide Board Resolution dated 05.08.2020.	M/s. Longtail Capital Ltd. (PAN NO. AAACG0874H) a Company having its Regd. office at A-56 Naraina Industriail Area, Phase - 1, New Delhi - 110028, through its Authorized Signatory Mr. Premjeet Kumar

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

SALE DEED

THIS SALE DEED is made at Lucknow on this day of 19th day of October 2020

BY AND BETWEEN

M/s Ansal Properties & Infrastructure Ltd. (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 2nd Floor, Shopping Square-2, Sector-D, Sushant Golf City, Lucknow-226030 through its authorized signatories Mr. Kamlesh Singh son of Sri Ram Janma Singh and Mr. Neeraj Jha son of Sri Ram Naresh Jha duly authorised vide Board Resolution dated 05.08.2020 and hereinafter referred to as the FIRST PARTY/SELLER/API; which expression unless repugnant or opposed to the context thereof includes its assigns, representatives, successors, executors, administrators, etc. of the FIRST PART

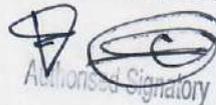
•AND

M/s. Longtail Capital Ltd. (PAN NO. AAACG0874H) a Company having its Regd. office at A-56, Naraina Industrial Area, Phase - 1, New Delhi - 110028, through its Authorized Signatory Mr. Premjeet Kumar, who has been duly empowered in this regard vide Board Resolution dated 15th October 2020; herein after called 'the Second Party/Purchaser', which expression unless repugnant or opposed to the context thereof includes its assigns, representatives, successors, executors, administrators, etc. of the SECOND PART

(The 'Ansal API' and the 'M/s. Longtail Capital Ltd. shall individually be referred to as party and jointly be referred to as the Parties.)

WHEREAS the Housing & Urban Planning Department Government of Uttar Pradesh keeping in view of the mandates of the National and State Housing Policy, announced a policy on 22.11.2003 more commonly known as Hi- Tech Townships Policy, which was promulgated by the Government of Uttar Pradesh for the promotion and facilitation of private sector participation of the development of Hi- Tech Township with world class infrastructure and in compliance of the aforesaid policy, the Government invited proposals for development of Hi- Tech Township in the State of U.P.

Ansal Properties & Infrastructure Ltd.


Authorized Signatory

For Longtail Capital Limited


Authorized Signatory

AND WHEREAS a High Power Committee was constituted in accordance with the guidelines and provisions of the Hi-Tech Township Policy and the said High Committee selected M/s Ansal Properties & Infrastructure Ltd. i.e. First Party for the development of Hi- Tech Township on Sultanpur Road, Lucknow and a Memorandum of Understanding to that effect was executed between M/s Ansal Properties & Infrastructure Ltd. And Lucknow Development Authority (herein after referred as LDA) which is statutory body constituted under the provisions of the Uttar Pradesh Urban Planning and Development Act 1973.

AND WHEREAS in pursuance of the said Memorandum of Understanding, a Detailed Project Report (DPR) for development of Sushant Golf City was submitted by M/s Ansal Properties & Infrastructure Ltd, which has been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS a memorandum of understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said Seller for development of Hi-Tech Township in the name and Style of "Sushant Golf City" in Lucknow and in furtherance of which the Detailed Project Report (DPR) has been submitted by the said developer which has been approved by the Lucknow Development Authority, Lucknow on 28.02.2015 and subsequently on 23.05.2015.

AND WHEREAS the detailed layout plan as per the aforesaid Development Agreements of the aforesaid Hi- Tech Township have also been approved by the Lucknow Development Authority.

AND WHEREAS the land use of the proposed site conforms to the Master Plan of Lucknow- 2031.

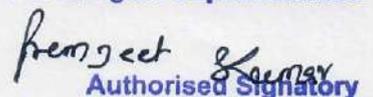
AND WHEREAS In the manner described above, the First Party became entitled to construct, develop and implement the Township and is further authorized to carry out and complete the internal and external development of various services/facilities of/in the Township as per the standard specifications conforming to the Government policies and the relevant IS/BIS guidelines and practices.

AND WHEREAS the First Party i.e. Ansal API i.e. is the owner and Principal developer and is otherwise well and sufficiently seized and possessed of GH-1A, Sector-G Sushant Golf City, Lucknow known as

Ansal Properties & Infrastructure Ltd.


Authorized Signatory

For Longtail Capital Limited


Authorized Signatory

BT Park measuring total land area of 40250 sq. mtr. comprising 12 towers of which towers no. - 11 over ground coverage of 684 sq. Mts (approx.) with F.S.I area of 9,486.67 Sq. Mtr. / 1,02,114.52 **Sq. Ft.**, including undivided share of land appurtenants of 3,354.17 sq mts. as per enclosed site plan in Annexure A along with Schedule A, describing details of above land in GH-1A herein after referred as the '**FSI area**'

AND WHEREAS the land use, construction and sale of the proposed site i.e. the aforesaid FSI area are in conformity and as per the standards of development of Hi-Tech Township and as per the master plan of Lucknow 2021.

AND WHEREAS in terms of the development of Hi-Tech Township and all the permissions and Licenses procured by the First Party, the First Party is authorized to transfer/sell the aforesaid FSI area of the Group Housing Project GH-1A of this Hi-Tech Township.

AND WHEREAS As per the terms and conditions of MOU for Development of Hi-Tech Township, the First Party is authorized to transfer /sell the FSI Areas and/or undivided share of land and/or developed units of different specifications and sizes in the Township, developed by the First Party to its transferee(s)/purchasers on the terms and conditions of Hi-Tech Township Policy.

AND WHEREAS the two parties had entered into MOU cum term sheet dated 10th September 2010 for allotment of 5,00,000 sq. ft. in Sushant Golf City, Lucknow in lieu of total consideration amount of Rs.1,60,00,000/- paid by the First Party to the Second Party.

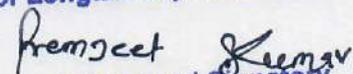
AND WHEREAS subsequently the two parties had entered into an MOU dated 21st June 2019 for a 40% undivided share of land of GH 1-A, Sector G, Pocket 5, Sushant Golf City, Lucknow with tower blocks each having ground coverage of 2560.8 sq. mtrs. with a FSI of 5,07,478 sq.ft.

AND WHEREAS the two parties then signed an addendum MOU dated 29.08.2019 wherein an alternative proportionate FSI areas was allotted in GH 1-C, Sector G and one tower admeasuring 3,354.17 Sq. Mtrs. and corresponding to 9,486.67 Sq. Mtr./1,02,114.52 **Sq. Ft.**, of FSI area in Group Housing 1A situated at Sector-G, Sushant Golf City, Sultanpur Road, Lucknow.

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

AND WHEREAS the First Party has rights, title and interest in the said Plot and has unfettered right to transfer, sell, gift, lease, mortgage or deal otherwise portion of the said Plot.

AND WHEREAS part of the aforesaid consideration amount is for 1 tower of GH-1A, Sector-G, Sushant Golf City, Lucknow known as Group Housing 1A situated at Sector-G including all basic costs and cost of site services development viz. EDC, IDC, FFC, ECC, CDC and any other charges within the entire site configuration comprising of Tower 11 together with all rights, title, interest, easements and advantages, appurtenant to the said Plot, subject to the exceptions, reservations, conditions and covenants contained herein. The said Block/FSI is shown and marked in red in the plan, which has been annexed herewith as **Annexure-A** and shall be read as part and parcel of this Deed.

AND WHEREAS the subject FSI area, which has been approved by the concerned controlling authority for Group Housing Project which is butted and bounded as under:

Boundary of Tower-11

East - Tower-12
West - Pathway/Open
North - 6 Mt. Driveway
South - Pathway/Open

AND WHEREAS The Second Party undertakes that the Second Party shall be bound by all the conditions and the stipulations imposed by the Lucknow Development Authority and other competent authority (ies) in respect of the said Township and/or the said Plot.

AND WHEREAS The Second Party has confirmed to the First Party that it is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said Township and the Plot.

AND WHEREAS The Second Party based on the confirmations, representations and assurances given by the First Party, has agreed to purchase the said Plot and the First Party, relying on the confirmations, representations and assurances given by the Second Party to adhere to all the terms, conditions and stipulations in letter and in spirit as contained in this Deed, has agreed to enter into this Deed.

For Longtail Capital Limited

Premjeet Singh
Authorised Signatory

Ansal Properties & Infrastructure Ltd.

[Signature]
Authorised Signatory

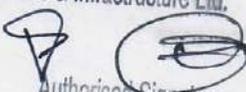
AND WHEREAS the Second Party approached the First Party and desired for execution of a Sale Deed which First Party accepted and now in continuation of the addendum agreement dated 29th Aug 2019, both the parties are now executing this sale deed for the sale of the aforesaid FSI Area in the Sushant Golf City, Hi-Tech Township, Lucknow.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:

- a. THAT for and in lieu of the Total Sale Consideration of **Rs. 32,00,000/- (Rupees Thirty Two Lacs only)** paid by the Second Party to the First Party for the aforesaid tower block, the receipt whereof the First Party hereby acknowledges, the First Party hereby sell, transfer and convey unto the Second Party the undivided share of an area of land admeasuring 3,354.17 Sq. Mtrs. and corresponding to 9,486.67 Sq. Mtr. /1,02,114.52 **Sq. Ft.** of FSI area in Group Housing Tower-11, Group Housing-1A situated at Sector- G, Sushant Golf City, Sultanpur Road, Lucknow more specifically shown in the site plan annexed herewith as **Annexure-A**, together with all rights, title, interest, easements and advantages, appurtenant to the said Plot, subject to the exceptions, reservations, conditions and covenants contained herein. The site plan shall be read as part and parcel of this Deed.
- b. THAT the Physical Possession of the towers with ground coverage of 684 sq. mts (approx.) with a FSI of 9,486.67 Sq. Mtr./1,02,114.52 sq.ft.. together with all rights, title, interest, easements and advantages, appurtenant to the said Plot, subject to the exceptions, reservations, conditions and covenants contained herein as marked in Annexure A of GH-1A, Sector-G Sushant Golf City, Lucknow known as Tower-11 is being handed over to the Second Party along with the execution of the present sale deed, which the Second Party duly admitted and has acknowledged vide letter of possession of even date.
- c. THAT the Second Party agrees and undertakes to execute all such documents as are customary and as provided by the First Party before taking the vacant and actual physical possession of the said Plot.
- d. THAT from execution date hereof, the Second Party shall be entitled to hold, use and enjoy the said Plot in the manner

For Longtail Capital Limited

Ansal Properties & Infrastructure Ltd.

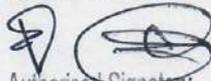

Authorised Signatory


Authorised Signatory

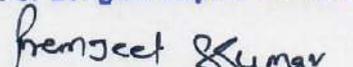
permitted by the Lucknow Development Authority and other competent authorities without any hindrance or claim from the First Party except as mentioned herein.

- e. THAT the First Party hereby assure the Second Party that the said Plot is free from all kind of encumbrances such as sale, gift, mortgage, disputes, attachment, lien, claims, etc.
- f. THAT the Second Party has paid the Total Sale Consideration to the First Party. The First Party acknowledges the receipt of the Total Sale Consideration.
- g. THAT the Second Party agrees to adhere with all applicable laws, rules, and regulations, notifications issued by competent authorities as applicable to the said Plot and the Township.
- h. THAT the plans of the said Group Housing were submitted by the First party and approved by the Controlling Authority vide permit to build dated 22nd July 2016 vide permit no. 40270. Based on the approved plans approved, the towers and area corresponding to each of the towers is currently different from the ones that will eventually be approved as revised drawings, **Annexure B**. At the same time, Second Party desires that the Sale Deed of the Towers and its corresponding undivided share of land be conveyed as per the proposed layout / plan which will be approved from LDA. Hence the reference of tower numbers in this sale deed is being derived from the proposed layout which is attached.
- i. THAT since the Second Party cannot proceed for construction with the present plans which are approved/sanctioned/passed by L.D.A, due to the change in height norms as stipulated by the Airport Authority of India. The revised plan as accepted by the Second Party shall be submitted for approval to LDA by the First Party and all the expenses incurred for approvals of the Controlling Authority as may be required will be at the cost and expenses of the First Party and the First party will have no objection on the same. The First Party also undertakes that the costs related to the detailed building plans preparation and other expenses related to the architect's fee shall be borne by the First Party itself. However, once the plans are approved and all permissions and clearances are obtained by the First Party for commencing construction, any cost for future

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

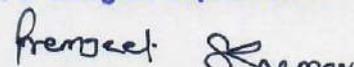
changes to the building plans shall be borne by the Second Party.

- j. THAT the construction and development activity may be commenced only after receiving the approved map from LDA. The approval and release of the plans as per the latest norms and guidelines of various authorities including those of Airport Authority of India will be the sole responsibility of the First Party.
- k. That the said Plot is allotted for Residential (Group Housing) Purpose and the Second Party hereby assures and undertakes to the First Party that the Second Party shall always solely use the said Plot for the Group Housing Purpose in accordance with applicable laws and not otherwise.
- l. That this Deed shall be subject to all laws and notifications and rules applicable to the Township.
- m. THAT it is made clear that the First Party shall make complete payments of all site services development charges including EDC, IDC, FFC, ECC, CDC and any other charges to LDA accrued and payable till date of execution of this sale deed. If any penalty/charges are imposed by LDA due to non-payment of dues by the First Party, in that event First Party shall be solely liable to make such payment as demanded by LDA. Post execution of sale deed, the second party shall be responsible for all such payment of statutory and development charges.
- n. THAT it is responsibility of First Party to take all permissions and clearances from Concerned Authority like Fire Department, Mining Department etc. to start the construction work on the specified towers where Second Party has purchased FSI. All such approvals should be provided by the First Party to the Second Party within three months of the execution of the sale deed.
- o. THAT the First Party shall deliver free and unencumbered possession of the land to the Second Party immediately and shall obtain approved layout plan and drawings from LDA and all the necessary permissions and clearances within three months from the execution of this deed to enable the Second Party to commence construction. In case of any delay due to Force Majeure, the Second Party agrees to extend the time

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

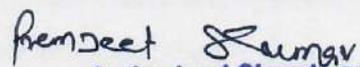
period mutually considering the nature of approvals and timelines required.

- p. THAT the basement & stilt, if in the approved plan of said Plot, is to be constructed by the Second Party and shall be owned/retained by it. The basement and stilt are excluding the FSI. The parking area in the basement and stilt floor shall be sold by the Second Party itself strictly as per policies. The cost of construction for additional ramp, if proposed other than as approved in the plans, shall be shared proportionately amongst the FSI purchasers of said Group Housing. It will be sole responsibility of the First Party to get the arrangement arrived at. If any Additional FSI is utilized by the Second Party that shall be paid at a mutually agreed rate between the parties on a per sqft. Basis (considering the average inflation of the price). Any violation of approved building plan rules shall be the sole responsibility of the Second Party irrespective of the payment of additional FSI cost.
- q. The First Party shall be liable to bear all the fee/cost and expenses for any and all the purchasable FAR of GH-1A, Sector, if any, up to the extent of FSI mentioned under Clause a. of this Deed from the controlling authority. The Second Party shall be free from any such liability only to the extent of FSI purchased/mentioned in this Deed. It is also agreed that the First Party shall always remain the rightful owner of any additional FSI / Purchasable FSI / TDR / compensatory FSI or any other benefit that may be available to the First Party under the Hi tech Township Policy in any area other than the present area being sold herein in the Hi-Tech township being developed by the First Party , however, in case any additional FSI area becomes available as additional FSI / Purchasable FSI / TDR / compensatory FSI or any other benefit that may be available under the Hi tech Township Policy on the said Plot being sold to the Second Party herein, the same shall solely belong to the Second Party and the same can be utilized by the Second Party on the said Plot and the First Party shall have no objection at any time in future. In such circumstances, Second Party shall not be required to obtain any separate NOC from the First Party. This Clause shall survive this Sale Deed and shall continue to be in force and effect.
- r. THAT the Second Party shall have exclusive and sole right over all the open parking that will be developed within the area of

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

the Group Housing Project. No extra charges shall be paid by the Second Party to the First Party for the open parking area, which shall be excluding the FSI area being sold to the Second Party. The open parking area shall solely belong to the Second Party.

- s. The Second Party shall strictly follow the norms of Ground Coverage & FAR and elevations as defined in the revised / proposed plans to be approved by LDA failing which all liabilities whether civil or criminal shall be solely borne by Second Party. The Second Party shall indemnify and keep indemnified the First Party from all the damages & losses, of any nature, that may be inflicted upon the First Party on account of above-mentioned deviation(s).
- t. THAT the Second Party shall not without the consent of the First Party do or suffer anything to be done in or on the said Plot which may tend to cause damage to any other structures adjacent to the said Plot or hampers/obstructs other construction activities being carried out in the Township.
- u. THAT from execution of the Deed, both the parties shall observe all terms and conditions of the Deed and shall also abide by all the laws, rules, regulations, provisions and policies applicable thereto. The Second Party shall at all times after the execution of the Deed be solely responsible and liable for any contravention of laws, rules regulations and policies and shall commence the construction activity on the said Plot in consonance with the applicable laws and regulations.
- v. THAT the power connection from the sub-station located within project to the block will be provided by the First Party upto the boundary of the tower site and the Second Party shall take Power connections at its own cost and the expenses incurred in conductors, transformers, meters and all concerned equipments shall be borne by the Second Party.
- w. THAT all services like sewer, storm water drainage, water, solid water disposal system etc. and metalled road as per plan of township shall be provided up to the boundary of the said Site by the First Party within 3 months from the date of execution of this deed. It is clarified that in case, such services are not provided by the First Party within the aforesaid stipulated

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

period, then the Second Party may get the same completed by an external/third party at the sole cost of the First Party.

- x. The Maintenance charges as per Hi-Tech Township policy admissible to all other allottees shall also be paid by the Second Party/occupant / owner of the apartments jointly or severally through RWA to the First Party or any Agency/Company nominated by the First Party at the rate decided by the First Party or its nominated Agency / Company. The Second Party shall incorporate a clause of maintenance in its agreements with its allottees/buyers etc. stating that such allottee/buyer of the unit unconditionally agrees and undertakes to pay necessary maintenance charges from the date when possession is offered to him / her / them, as determined by the First Party or its nominees towards maintenance of water supply, electricity, parks, open spaces, roads, cleaning and sweeping, street lights, sewer, storm drain etc. and for maintenance various value added services of the Township until the services are handed over to the respective government agency(ies) / local body. The Second Party is exempted to pay the maintenance charge to First Party/nominated agency @ Rs. 0.25 per sq. ft. of FSI area per quarter, for the period for which construction of building block is carried out till the possession of the proposed units /flats is offered to its allottees or buyers or upto a period of 2 years from the date of obtaining the completion certificate, whichever is earlier. However, in case the Second Party transfers the FSI, by way of sale, transfer of property or by way of transfer of shares of the company to any other party, the maintenance charges as mentioned herein above in this clause would be applicable to the new purchaser and Second Party shall ensure that the sale by it shall incorporate such clause in order to ensure the compliance of this clause. A separate agreement will have to be signed by the said new purchaser with the maintenance agency or any other agency as may be appointed by the First Party for the specific purpose. Upon the expiry of the period mentioned in this clause, the flat buyers/allottees shall be liable to pay the Maintenance charges as per the Township Policy on the units for which the Maintenance Agreement mentioned in this Deed is not entered into. The buildable area i.e. the FSI area calculations are as permissible within the bye-laws. The final area calculated as per the Sanctioned Drawings shall be binding and acceptable by both the parties for payment and construction purpose.

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

- y. THAT the buildable area, i.e., the FSI area calculations is as permissible within the bye-laws. The final area calculated as per the Sanctioned Drawings shall be binding and acceptable by both the parties for payment of FSI.
- z. THAT External Development of the complex till boundary shall be completed by the First Party at its own cost within a period of 3 months from the date of execution of the present deed.
- aa. THAT the Second Party also agrees and undertakes to comply with all the conditions as will be applicable during development, construction of block/ building utilizing the subject FSI as well as during sell/ transfer/usage of completed units as per 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 from time to time. The second party shall be solely liable for any/ all deviations/ default of any applicable norms of township policy and shall indemnify and keep harmless the first party at all times in this regard. However, these terms shall not have any impact on the agreed consideration paid or payable by the Second Party to the First Party.
- bb. First Party shall at its own cost obtain and procure all such permissions and clearances for commencing construction within 3 months of the execution of the sale deed and handover to the Second Party however, the Second Party shall on its own cost shall renew such permissions and approvals, including the renewals of the Building plans, as may be required and specified by the applicable laws, for the time being in force. The fire safety and all other clearance for the said Plot for the purpose of completion certificate shall be obtained by Second Party solely at its own cost and expenses. 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 said Plot and the Township including and not limited to environmental clearance, development agreement, license etc. at all times.
- cc. THAT after the township is handed over to local body whenever any tax is imposed that is liable to be paid by the Second Party/ Allottee/occupant/ owner of the apartments; the same

For Longtail Capital Limited

Ansal Properties & Infrastructure Ltd.

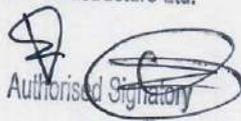

Authorised Signatory


Authorised Signatory

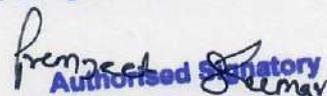
shall be paid without any delay by them. No charges/tax/levy shall be payable by the Second Party on account of other allottees or defaulters due to non-payment of dues by them.

- dd. THAT all the costs towards construction and development of the said building shall be incurred by the Second Party and it shall be solely responsible for getting all required NOC and the completion certificate from the concerned authorities at its own costs.
- ee. THAT all services to be laid within the plot and building shall be in the scope of responsibility of Second Party.
- ff. THAT the Second Party will arrange his /her own water /electricity for construction purposes and the First Party shall render all necessary help and assistance to facilitate the same.
- gg. THAT the Second Party can sell / transfer its rights in the FSI, either in full or part to any third party at its own discretion and for such transfer, the First Party shall not be entitled for any charges in this regard. The second party, however, shall be responsible for ensuring that such proposed buyer abides with approved plan of Hi Tech township in every respect.
- hh. THAT the Second Party will keep the First Party indemnified of all responsibilities related to construction activities of the Second Party.
- ii. That this Deed/transaction is subject to laws and notifications and rules applicable to the Plot/Township, including terms and conditions of the relevant permissions granted by the competent authorities setting up of the Township and that the Second Party has familiarized and satisfied themselves with all the aforesaid and other applicable agreements, arrangements, undertakings and conditions etc.
- jj. That the First Party shall bear all expenses for the execution and registration of the Deed including the cost of stamp duty, registration and other charges as may be payable for the registration of the Deed. However, the Second Party has agreed that if there is any shortfall/deficiency/additional levy on the stamp duty, as a consequence of any order of government / statutory or other local authority, the same, if applicable, shall also be payable by the Second Party.

Ansal Properties & Infrastructure Ltd.

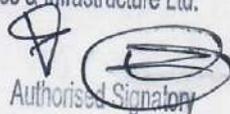

Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

- kk. THAT the First party shall provide all the relevant land related papers of said towers to Second Party at the time of signing of the sale deed, so that it can deal with the financial institutions and other activities etc.
- ll. THAT the First party is the absolute, legal and bonafide owner of the site. The First Party further assures to the Second Party that the site offered by the First Party to the Second Party for development is presently free from all sorts of encumbrances and shall remain free from all sorts of encumbrances/mortgages/lien/dispute/attachment in the future and in case of any such defect in the title of FSI area sold to Second Party, it shall be the responsibility of the First Party to resolve the same. The First Party indemnifies the Second Party for any loss due to defect in the FSI title.
- mm. THAT the FSI sold under this deed is to be developed by the Second Party and the Second Party shall solely be entitled to the 100% consideration receivable from sale of flats of this block along with super area.
- nn. THAT Second Party shall endeavor to complete the construction of the said Group Housing as per the time limit given by the controlling authority i.e. LDA, Regulatory Authority and. RERA and also depending upon the peaceful and vacant physical possession of the said Plot along with delivery of approved plans and all necessary permissions and clearances for construction of the building blocks to be provided by the First Party. However, if there is delay in completion of building, the same shall be sole responsibility of the Second Party and the First Party shall have no responsibility towards that.
- oo. 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) of The Prohibition of Benami Property Transactions 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.
- pp. THAT the First Party commits to the Second Party that the plans of the Group Housing as mentioned in the Development

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

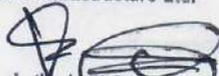
For Longtail Capital Limited


Authorised Signatory

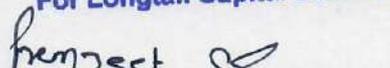
Plans and the Location Maps including the proposed plans adjacent to the boundary of the Group Housing and the greens in adjacent to the tower blocks shall remain the same as are shown in the Development and the Location Maps. It is clarified that in case, the First Party intends to make any changes to the plans surrounding the Group Housing, the First Party will take prior consent of the Second Party.

- qq. That the First Party have the sole right to develop the undetermined areas or left over pockets in the said Township without seeking any consent from the Second Party or any third party in accordance with necessary sanctions/approvals as and when obtained by the First Party and the Second Party shall not have any right to object to the First Party constructing or continuing the development and/or carrying out the construction of other building / structures in the said Township in accordance with approved building/zoning plan and without curtailing easement rights of the Second Party.
- rr. The Second Party shall ensure to construct the labour hutment in its own area and will ensure the proper sanitation of the labour and shall not cause any damage to the common area and the common property or the property of any third party. The Second Party shall also ensure that during any construction on the said Plot, the labourers employed for such construction do not encroach on any area outside the said Plot. During the construction phase, it shall be the sole responsibility of the Second Party to make provision for security guards to ensure proper compliance of conditions related to construction by the labourers employed by the Second Party.
- ss. The First Party agrees that all dues, demands, charges, duties, liabilities, taxes, cess, including property tax etc. and any other outgoing payments in respect of the said Plot and/or FSI area up to the date of registration of this Deed, as demanded / imposed by the Lucknow Nagar Nigam, Lucknow Development Authority, any State or Central Government or any other authorities shall be and paid by the First Party to the absolute exclusion of the Second Party and/or allottees, as the case may be. Further, both parties agree that any liability (if) arises on account of violation(s) of law(s), rules, regulations on account of any omission/ commission/ alteration/ modification by either of them, the same shall be exclusively

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

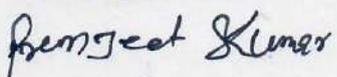
borne by the party committing such violation. Further, First Party also agrees that it shall keep the Second Party indemnified against any exclusions and/or non-payment of aforesaid dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. and any other outgoings in respect of the said Plot prior to the date of execution of deed.

- tt. 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 said Plot for the period starting from the date of execution of this 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 Second Party to the absolute exclusion of the First Party. Further, Second Party also agrees that it shall keep the 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 said Plot that may be levied for a period starting from the date of execution of the deed.
- uu. That the obligations undertaken by the Second Party in general and specifically those regarding payment of statutory dues, water and electricity charges as well as water, electricity, sewerage connection charges and it shall be irrevocable obligations of the Second Party. The said obligations shall always run with the said Plot and be binding on the subsequent transferee(s), successors in interest and/or any person claiming through Second Party.
- vv. THAT the parties hereto agree that time shall be of essence in performance and fulfillment of each and every obligation of the First Party and the Second Party set forth herein.
- ww. THAT this Deed constitutes the entire arrangement among the Parties hereto with respect to the subject matter hereof, shall be binding on both the parties and shall be read along with and interpreted in congruence with the agreement to sell dated 21st June 2019, addendum agreements dated 29th Aug 2019 and 17th July 2020 respectively with respect to the subject matter hereof. The present sale deed and the aforesaid agreements shall be co-terminus. The preamble and recitals to this Deed shall form an integral part of this Deed.

Ansal Properties & Infrastructure Ltd.

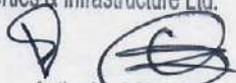

Authorized Signatory

For Longtail Capital Limited

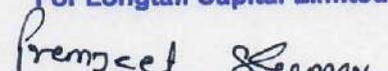

Hemjeet Kumar

- xx. That the Second Party shall not use or allow the usage of the said Plot for any purpose other than as specified by the Lucknow Development Authority or any activity that may cause nuisance to other owners/occupants of the neighboring plots / properties etc. The Second Party has undertaken and doth hereby undertakes that the Second Party shall be solely responsible and liable for violations, if any, of any of the provisions of the law of the land and applicable rules, regulations and directions of any competent authority and that the Second Party or any of its nominee or assignee or subsequent transferee shall indemnify and keep indemnified the First Party for any liability and/or penalty in this regard.
- yy. That the Second Party shall not carry out fragmentation/sub-division of the said Plot in any manner whatsoever, under any circumstances, failing which the Second Party shall be solely and exclusively liable for all consequences arising there from. Further, clubbing of said Plot with any other plot shall only be done after seeking prior permission from the competent authorities by Second Party, at its own cost and expense.
- zz. That the both the parties shall indemnify and undertakes to keep each other, its assigns, nominees, and officers, directors / employees fully indemnified and harmless from and against any/all the actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs, consequences of breach by the their obligations, undertakings, covenants, representations and warranties hereof or under any applicable laws notified by competent authorities from time to time. Both the parties indemnity would cover all acts and omissions on the part of either of the parties, its personnel, representatives and/or any other person claiming under them
- aaa. That this Deed/transaction is subject to laws and notifications and rules applicable to the Plot/Township, including terms and conditions of the relevant permissions granted by the competent authorities setting up of the Township and that the Second Party has familiarized and satisfied themselves with all the aforesaid and other applicable agreements, arrangements, undertakings and conditions etc.
- bbb. That all the transferees of the Second Party's interest in the said Plot shall always be bound by the terms and conditions of the Deed. The Second Party undertakes to disclose these

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory

covenants and conditions to any/all its subsequent transferees. The Second Party hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent transfer documents or any document thereby creating any third party rights, title or interests in the said Plot.

- ccc. That the property is situated in the Sushant Golf City and more than 100 meter away from Amar Shaheed Path and nothing is constructed upon the plot. The total area of the said plot is 3354.17 Sq. Mt. For the purpose of the stamp duty, circle rate of the land situated at 9-12 Mt. Road is fixed Rs. 18,000/- per sq. mtr. The said property is situated at two roads and also bounded with green area so after enhancement of 20% in circle rate, the rate comes to Rs. 21,600. Accordingly market value of the plot comes to:-
- a. Value of 1000 sq.mt. is $1000 \times 21,600 = \text{Rs. } 2,16,00,000/-$.
- b. Since the area of plot is more than 1000 sq. mtr. so taking depreciation of 30% in circle rate for remaining area :-

Value of remaining area 2354.17 sq. mtr is $(2354.17 \times 15120) = \text{Rs. } 3,55,95,051/-$. Thus total market value of the plot comes to Rs. 5,71,95,051/-. Since the sale consideration of the plot is less than the market value hence the stamp duty @ 7% on the market value i.e. Rs. 40,04,000/- has been paid vide E-Stamp No. INUP-10271188335690S dated 17.10.2020 by the vendee accordingly.

- ddd. Both the parties has executed this Deed without any duress, coercion or undue influence of either of them and or any third party and have relied on its own judgment and prudence while executing this Deed.

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited

Authorised Signatory

eee. That this Deed shall be governed by and construed in accordance with the laws of India. The courts at New Delhi or Lucknow alone shall have exclusive jurisdiction in all matters arising out of or touching upon or concerning this Deed.

IN WITNESS WHEREOF the parties hereto have signed this SALE DEED at Lucknow on the day, month and year first above mentioned in the presence of the following witnesses:

First Party

Ansal Properties & Infrastructure Ltd.
Authorised Signatory

M/s. ANSAL PROPERTIES AND INFRASTRUCTURES LIMITED
Through its Authorized Signatory and, duly authorized By Board
Resolution dated 27.05.2019.

Second Party

For Longtail Capital Limited
Premjeet Kumar
Authorised Signatory

M/s. Longtail Capital Ltd.
Through its Authorized Signatory and, duly authorized By Board
Resolution dated 15th October 2020.

In the Presence of
Witnesses:

1. Mr. Benkat Raman Singh
Advocate
Civil Court, Lucknow

2. Mr. Surya Prakash Singh
Advocate
Civil Court, Lucknow

Drafted By:

(Benkat Raman Singh)
Advocate
Civil Court, Lucknow



SCHEDULE-A

Total undivided share of land 3,354.17 Sq. Mt. ground coverage of 684 sq. mtrs. with FSI Area of 9,486.67 Sq. Mtr./1,02,114.52 Sq. Ft. with land appurtenant as per Annexure A in GH-1A, Sector-G Sushant Golf City, Lucknow

Boundary of Tower-11

East - Tower-12

West - Pathway/Open

North - 6 Mt. Driveway

South- Pathway/Open

Ansal Properties & Infrastructure Ltd.


Authorised Signatory

For Longtail Capital Limited


Authorised Signatory