

BRIEF DETAILS OF SALE DEED

1. Type of Property : Commercial
2. Mohalla : Sushant Golf City-Lucknow
3. Property details : situated at Sushant Golf City, Lucknow (as per layout annexed hereto as Annexure - A.
4. Measurement unit : Square Meter
5. Area of property : Sq. Mtr.
6. Situation of Road : Away from Amar Shaheed Path and Sultanpur Road
7. Other description : Situated at meter wide road and at corner
8. Consideration : Rs./-
9. Market value : Rs./-
10. Stamp Duty : Rs./-

| No. of First Party: 1 | No. of second Party: 1 |
|--|-------------------------------|
| Details of owner | Details of Vendee |
| Ansal Properties & Infrastructure Ltd. having its registered office at 115, Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi -110001 and branch/local office at First Floor, Y.M.C.A. Campus, 13 Rana Pratap Marg, Lucknow through its Authorized signatory | |

SALE DEED

This DEED OF SALE is made at Lucknow on this day of, 20....

BETWEEN

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 First Floor, Y.M.C.A. Campus, 13 Rana Pratap Marg, Lucknow through its authorized signatory, in the capacity of owner of the FSI and developer of the HI-Tech Township being developed under the name and style of Sushant Golf city Lucknow ,(hereinafter referred to as the "**PROMOTER**", which expression shall include its heirs, executors, administrators, permitted assignees, successors, representatives, etc., unless the subject and context requires otherwise), of the one part,

AND

....., **R/o** (hereinafter referred to as the "**Vendee**", which expression shall include his/her/their heirs, executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

AND WHEREAS VENDOR REPRESENTS, DECLARES AND ASSURES THE VENDEE AS UNDER:

WHEREVER the Vendee is a male, female, company, firm, trust, etc., the expression he, him, she, her, himself, herself, it, itself, etc. in this agreement in relation to the Vendee shall be deemed as modified and read suitably as the context requires.

ANDWHEREAS the Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policy, announced a policy dated 22.11.2003 to be known as Hi-Tech Township policy to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited proposals for development of Hi-Tech Township in the state of U.P.

ANDWHEREAS the High power committee constituted by the Government of Uttar Pradesh selected M/s Ansal Properties & Infrastructure Ltd. for the development of Hi-Tech Township on Sultanpur Road, Lucknow.

ANDWHEREAS the Government of Uttar Pradesh has, under its State Housing Policy, announced a policy, to promote and facilitate private sector participation in developing Hi-Tech Townships with world-class infrastructure.

ANDWHEREAS that under the said policy the High power committee constituted by the Government of Uttar Pradesh has selected Ansal API for development of a Hi-Tech Township at Sultanpur Road in Lucknow on the land measuring 1765 acres (approx.) and a Memorandum of Understanding to that effect has been signed and executed between Ansal API and Lucknow Development Authority (LDA) constituted under the provisions of Uttar Pradesh Urban Planning Development Act 1973.

ANDWHEREAS in pursuant to the said Memorandum of Understanding, Ansal API has signed and executed the Development Agreements with the Lucknow Development Authority (LDA) for development of this township.

ANDWHEREAS that a memorandum of understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said developer for development of Hi-Tech Township 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.

ANDWHEREAS that the detailed lay out plan of the Hi-Tech Township has

also been approved by the Lucknow Development Authority, Lucknow.

ANDWHEREAS that the land uses of the proposed site conforms to the development of Hi-Tech Township as per the master plan of Lucknow 2021.

ANDWHEREAS that the layout plan has been approved with the detail project report and all the development work on the land is to be based on layout plan only

ANDWHEREAS The Promoter/Owner has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

ANDWHEREAS The Promoter/Owner has registered the Agreement to sell with the Alottee P under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

AND WHEREAS the Vendee has expressed to Vendor its desire to purchase the _____, admeasuring _____ square meters, situated at Sushant Golf City, Sultanpur Road, Lucknow, detailed, identified and marked in the layout plan annexed herewith as Annexure-A ("said Land") along with absolute and unfettered rights to construct and develop the buildings on the said Land for sale consideration of Rs. _____/- (Rupees _____ only).

AND WHEREAS the Vendor has represented and assured to the Vendee that _____ sq. ft / _____ sq. mtr. area is permissible to be built up on the said Land for _____ in terms of the layout approval and as per the present prevailing building bye laws.

AND WHEREAS the Vendor has represented and confirmed that the said Land is free from all encumbrances including but not limited to charges, security, attachments, claims, liabilities, interest, mortgages, liens, agreements etc, legal orders, decrees, judgments, administrative and/or regulatory orders, etc (hereinafter, referred to as "Encumbrances").

AND WHEREAS the Vendor expressly assures and represents to the Vendee that the said Land for is not subject of any acquisition/requisition by any governmental or regulatory authority. It has conducted due-diligence of the said Land for and has satisfied itself with regard to the title and permit share of Land for and nothing further is required to be done in this regard.

AND WHEREAS the Vendor agrees to hold the Vendee indemnified and harmless in case the Vendee suffers any loss or incurs any liability due to any defect in title of the said Land for or on account of loss/defect of title of the Vendee on the said Land for due to any defect in the title of the Vendor of the said Land for or for any other act or omission of the

Vendor. The Vendor further agrees that this indemnity shall also cover costs incurred by the Vendee in order to protect its title over the said Land for including but not limited to attorneys/solicitor/advocate's fee etc.

AND WHEREAS the Vendee relying on the assurances, indemnities and representations of the Vendor has agreed to buy the said Land for from the Vendor for such consideration and on such terms and conditions as have been agreed between the parties and recorded hereunder.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That the vendor and vendee had entered into an agreement/arrangement to sell dated and the vendee has paid the entire sale consideration to the vendor of Rs. and Vendor hereby admits and acknowledges to have received the entire sale consideration as per the schedule of payment mentioned at the end of this deed.
2. In lieu of the total consideration of Rs./- (Rupees only) paid by the Vendee as per payment schedule set out in this Deed, the Vendor hereby sells, conveys and transfers absolutely and forever developed, Land of (Retail / Commercial / Plaza) at, admeasuringsquare meters, situated at Sushant Golf City, Sultanpur Road, Lucknow detailed & marked in layout plan annexed herewith as Annexure-A along with absolute and unfettered rights to construct and develop the buildings on the said Land for, free of all Encumbrances, to the Vendee and the Vendee accepts and confirms the same, subject to the terms and conditions set out herein.
3. The Vendee shall utilize the said Land for for construction and development of Retail / Commercial / Plaza/ building on said Land for as per approved/sanctioned building plans and shall not, in any circumstances whatsoever, carry out construction over the said Land for in violation of the sanctioned plans and allocated/approved FSI. Further, the Vendee shall comply with the building plans for the towers sanctioned/approved by the authorities and setbacks, ground coverage and all other standards specified in applicable bye-laws, approvals and policies for construction and development of the towers/building on the said Land for No alteration or modifications of building plans shall be permitted unless permission of the relevant authorities is obtained by the Vendee for such modification.
4. The Vendee has simultaneous to the execution of this Deed taken over actual physical possession of the said property as per the area demarcated by the Vendor, to its satisfaction.

5. The Vendor assures to the Vendee that subject to the terms and conditions of this Deed and compliance of the applicable laws and policies by the Vendee, the Vendee shall be entitled to possess, occupy and use the said property.
6. The Vendor agrees that all dues, demands, charges, duties, liabilities, taxes, cess, levies including property tax etc. and any other outgoings in respect of the said Land for, upto the date of this Deed, irrespective of the time when such demand is made, as demanded / imposed by the Lucknow Nagar Nigam Lucknow, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the Vendor to the absolute exclusion of the Vendee and/or allottees, as the case may be.
7. The Vendee agrees that all dues, demands, charges, duties, liabilities, taxes, cess, levies including property tax etc. and any other outgoings in respect of the said Land for, for the period starting from the date of this Deed as demanded/imposed by the Lucknow Nagar Nigam Lucknow, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the Vendee to the absolute exclusion of the Vendor.
8. Subject to reasons beyond the reasonable control of the Vendee and subject to provision of trunk infrastructure for at, situated at Sushant Golf City, Lucknow, the Vendee, shall on a reasonable effort basis, at its own costs and expenses complete the construction of towers/building on the said Land for within 60 months from the date of sanction & release of plans of the tower failing which the Vendee shall be liable and responsible for all consequences, whether penal or otherwise including, resulting from delay in completion of construction.
9. In the event of delay in completion of construction of the tower/block on the said Land of by the Second Party within the period stipulated above for reasons other than the default of the First Party as set out in clause of this Deed, the Second Party shall be liable to pay to the First Party compensation calculated at Rs (Rupees only) per square feet of the current permitted FSI per month till the completion of construction. The Vendee understands that in order to maintain uniformity in the Project certain guidelines and specifications for construction and development of towers have been prescribed by the Vendor and the Vendee agrees to abide by the guidelines and specification, as they stand at the date of this Deed, while undertaking construction on the said Land for
10. The mining permissions and completion certificate in respect of construction of the tower(s) i.e on the said Land shall be obtained by the Vendee at its own costs and expenses. Further, the

Vendee shall obtain such other permissions and approvals in respect of the said Land of and construction of towers thereon as may be required under the applicable laws.

11. Basement of the tower shall be constructed by the Vendee in accordance with the sanctioned plans. The Vendee agrees to abide by the development plan formulated by the Vendor and as it stands on the date of this Deed and agrees to extend all co-operation and assistance as may be required by the Vendor/ other associate developers in this regard.
12. That the land area mentioned herein indicates the area assigned to this deal as part of the approved integrated lay out plan on which the building is located and it is relevant for the use of floor area ratio and other planning norms only. Accordingly the area is notional and the part of it may be used for common services and facilities of overall complex. However the Vendee has full rights on the floor area sold to it with the proportionate land appurtenant to it.
13. Since the said Land is part of the Project and Township various service and facilities in the Project and Township will be inter-connected. The Vendee agrees and confirms that right of interconnecting services and facilities through/from the said Land shall not be denied. The Vendor assures the Vendee that its right of ingress and egress to the said Land shall never be impeded or interfered with and the Vendor shall never impede or interfere with the rights of the Vendee to enjoy the said Land or any structure / area built upon the said Land. In case any services / equipments which are required for Project are installed/erected/set-up by the Vendor/its nominee which is required for or, situated at Sushant Golf City, Lucknow, then pro-rata costs/charges for the same shall be borne and paid by the Vendee as per the demands raised by the Vendor/its nominee. The Vendee shall at its own costs and expenses obtain connections for electricity, water and other utilities, from the nearest possible source, for the towers/blocks constructed on the said Land for and shall connect/join the same with the main lines/connections in the Project.
14. The Vendee shall reimburse to the Vendor/its nominee all costs and expenses as may be borne and paid by the Vendor in installation of various common services and giving connection to the Vendee up to the said Land for/building, provided that such connection is provided from the nearest source of the common services and charges for the same are equivalent to the charges levied on other users of such services.
15. The Vendee shall adhere to the relevant policies, codes and guidelines relating to disaster management in the development and construction of the building on the said Land. Further, the Vendee shall submit to

the Vendor various certificates/documents as may be required by the Vendor in respect of construction and development of the building on the said Land including and not limited to certificate regarding earthquake resistance, certificate of structure design sufficiency, certificate for completion of electrical works etc.

16. The Vendee shall not do or suffer anything to be done in or on the said Land for which may tend to cause damage to any other structures in the land parcels adjacent to the said Land for or hampers/obstructs other construction activities being carried out in the Project Township. Further, the Vendee shall not keep any material in the common areas of the Project and shall ensure disposal of all malba/construction material as per instructions/guidelines of the Vendor.
17. The Vendor, its authorized officers, employees and representatives shall be entitled to access the said Land/structures thereon at all hours of the day and on all days (including Sunday's/public Holidays) for inspection of the construction provided a day's notice is given to the Vendee in this regard.
18. The Vendee shall market and advertise the towers and units therein reflecting that same is situated in the Project. All the marketing and advertising material shall include name/logo/brand of "Sushant Golf City" for the Project and the Second Party may use the same after getting the same approved from the First Party/its team.
19. The Vendee shall be entitled to book, allot and sell units in the towers constructed and receive/collect consideration in lieu thereof. However, the format of documents to be executed between the Vendee and the buyers/allottees shall be provided by the Vendee to the Vendor if required by the Vendor.
20. The Project comprised of various common areas, community areas and common facilities and the Vendor either itself or through its agencies shall be entitled to maintain and manage the same. The Vendee or its prospective allottee(s) shall execute and enter into a separate maintenance agreement with the Vendor/maintenance agency in the format prescribed by the Vendor/maintenance agency and shall also pay interest free security deposit, maintenance charges, replacement fund and all other related charges/fess to the Vendor/maintenance agency as determined by the Vendor or its appointed maintenance agency from time to time depending upon the maintenance cost.
21. The said Land for hereby sold to the Vendee is part of the Project and thus all the rules and regulations framed by the Vendor/its nominee agencies for the Project regarding building layout, use and maintenance of common areas, community areas, construction and development, colour scheme of the towers/complex etc. shall be

strictly followed by the Vendee without any objections as long as the right of the Vendee hereby created are not adversely affected. The Vendee shall ensure that all the occupants and allottees of the building follow the rules and regulations framed by the Vendor/maintenance agency for use of the premises, maintenance of the services etc. and shall include such provisions in all the instruments to be executed with the allottees and occupants of the premises in building. In the event the Vendee / any of its occupants/allottees acts in breach or contravention of the same and fails to rectify the breach within the notice that may be issued by the Vendor/its nominee agency then in such an event the Vendor / its nominated agency shall have the right and power to take / initiate appropriate actions against the Vendee / such allottee / occupants at cost and risk of the Vendee/such allottee/occupants.

22. The Vendee shall abide by provisions of the law, rules, policies and regulations in force and applicable to the said Land for / Project at any time including any amendments and modifications thereof. Further, the Vendee 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 Land/Project including and not limited to environmental clearance, development agreement, license etc.
23. The Vendor represents and assures to the Vendee that the said Land for is free from all Encumbrances.
24. The Vendor hereby unconditionally agrees to keep the Vendee indemnified and harmless in case the Vendee suffers any loss or incurs any liability due to any defect in title of the said Land for or on account of loss/defect of title of the Vendee on the said Land for due to any defect in the title of the Vendor of the said Land for or for any other act or omission of the Vendor. The Vendor further agrees that this indemnity shall also cover costs incurred by the Vendee in order to protect its title over the said Land forincluding but not limited to attorneys'/solicitor/ advocate's fee etc.
25. The Vendee shall indemnify the Vendor from and against any actions, suits, claims (including third party claims) suffered/incurred by the Vendor and/or costs, damages, losses, penalties etc. suffered or borne by the Vendor on account of any of the following:
 - 1.1. Acts or omissions of employees, agents, representatives of the Vendee; and/or
 - 1.2. delay in completion of construction; and/or

- 1.3. use of the said Land for/tower in contravention of the permissible use; and/or
 - 1.4. defective construction or use of material of inferior quality; and/or
 - 1.5. breach of applicable laws and policies; and/or
 - 1.6. breach of rules and regulations prescribed by the Vendor/its agencies; and/or
 - 1.7. violation of terms of permissions, approvals and sanctions issued by the competent authorities; and/or
 - 1.8. non-payment of applicable charges, taxes, levies etc; and/or
 - 1.9. disputes with any prospective allottees or its employees or any third party.
26. The Vendor hereby indemnifies the Vendee and its allottee(s), nominee(s) against all losses, claims, suits, expenses, liabilities etc (including third party claims) if suffered or incurred by the Vendee due to (ii) breach of covenants, representation or warranties by the Vendor as set out in this Deed (iii) failure by the Vendor to perform its obligations set out in this Deed (iv) breach by the Vendor of any law / approval, as may be applicable (v) any dispute between any third party and the Vendor limited to the title of said land for
27. The Vendee hereby represents to the Vendor that it shall follow all the rules and laws as may be set out by the RERA (Real Estate Regulatory Authority) and indemnifies the Vendor for the same.
28. The area of the said Land for mentioned herein indicates the area on which the building is to be constructed and it is relevant for the specification of FSI and planning norms only. A part of the said Land for may be used for installation or provisioning of common services and facilities of the overall Project and the Vendee shall extend all co-operation and assistance as may be required by the Vendor in this regard.
29. The Vendor has handed over copies of all title related documents to the Vendee to its satisfaction.
30. That the vendee shall be entitled to utilize the FSI area of Sq. ft / sq. mt. only for construction of commercial/retail/office space over the said land for In case the Vendee is unable to utilize the aforesaid FSI Area due to any restriction/condition/other action imposed / taken by the relevant governmental, judicial, administrative authorities or any action or inaction of the Vendor, then in such a scenario, Vendor shall be liable to refund an amount to the Vendee which is equivalent to the value of FSI which the Vendee is not able to utilize calculated at the rate of FSI at which it is being conveyed in this

Deed along with proportionate share of land for provided the Vendee shall submit the building plans following all the norms, bye laws & rules of the controlling authority. The Vendor agrees and undertakes to refund the said money to the Vendee within a period of days/months from date of demand by the Vendee. If in case the FSI area increase as per the norms, then the Vendee shall pay the additional cost of increased FSI area on the rates as may be mutually agreed to the Vendor within Days/months from the date of intimation/demand from Vendor.

31. The Vendor assures the Vendee that the Vendee shall be entitled to purchase additional permissible FAR from Vendor commensurate to the said Land for which shall be over and above the already permissible FAR ofSq. ft / sq. mt. in respect of the said Land forand the Vendor shall have no objection over the same and further the Vendor shall not impede or interfere with the right of the Vendee to utilize the permissible FAR and the additional purchasable FAR.
32. That the vendee shall have to inform the vendor in writing and clear all the dues (if any) before transfer of the said property, its rights either in full or in part. In such case the vendor shall inform about all dues to the vendee within working days of receiving such letter. In absence of dues intimation notice to the vendee by the vendor, the vendee can transfer the property to any third party and dues shall be paid later on by the transferee/transferor. That the vendee shall not utilize the FSI area in excess to Sq. ft / sq. mt. for construction purpose without prior permission from the Vendor.
33. All costs, charges and expenses towards this Deed including the stamp duty, registration fees and other incidental charges have been borne and paid by the Vendee.
34. If any provision of this Deed is determined to be void or unenforceable under any law, such provision shall be deemed amended or deleted to the extent necessary to conform to applicable laws and the remaining provisions of this Deed shall remain valid and enforceable.
35. It is hereby clarified that in addition to this Deed the Vendee shall be bound by all the terms and conditions of the documents which have been executed or may be executed between the parties and have not been specifically incorporated herein. Further, the terms of this Deed are in addition to the terms and conditions agreed between the parties under the agreement to sell dated _____ executed between them. The Vendee shall construct the building on the said Land forby utilizing the current permissible FSI as approved by the competent authority.

36. All notices and other communications under this Deed shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the addresses of the addressee mentioned hereinabove. Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand delivery, or (ii) on the third day of the putting the notice/communication in the course of transmission if sent via certified or registered mail.
37. The parties agree that the Original Sale Deed shall be kept with the Vendee and the Vendor shall be entitled to keep a copy of the executed and registered Sale Deed.
38. The maintenance and management of common areas and amenities in the said Land for/ project shall be the responsibility of the Vendee, The maintenance and management of other areas and amenities in the township (except that of the said property) shall be carried out by the Vendor/its nominees. The Vendee shall execute and/or cause the allottees of units in, as the case may be, to execute a separate maintenance agreement with the Vendor/nominated agency, if required by the Vendor/nominee agency which be called as "Township Maintenance Agreement". Project/Township maintenance charges will also be paid by the Vendee or occupants/owners of the units to the Vendor or any agency/company nominated by the Vendor at the rates and the manner decided by the Vendor or its nominated agency.
39. The Vendee will be liable to pay the maintenance charge to the nominated agency @ Rs per sq. ft per every quarter (of every year) in advance for the Land area from the date of possession of the allocated site for construction of Retail / Commercial / Plaza. A separate agreement shall have to be signed with the maintenance agency or any other agency as may be appointed by the Vendor for the specific purpose.
40. That the property is situated in the Sushant Golf City and is away from Sultanpur Road and Amar Shaheed Path. The said property is situated on mtr. wide road for which the Circle Rate fixed as Rs...../- per sq.mtr. and the said property exist at corner hence after enhancement of% in circle rate value comes to Rs...../- per sq. mtr.. The land area of the said property (i.e.) is sq.mtr. Market value of the land area sq.mtr. at the rate of Rs...../- per sq. mtr. comes to Rs./- . Market value of remaining area sq.mtr. calculated @/- per sq. mtr. which comes to Rs./- . Hence the total Market value of the property comes to Rs./- . Since the sale consideration of Rs./- is higher than the market value, therefore total stamp duty of Rs.

...../- has been paid on sale consideration by the vendee through E-stamp accordingly.

41. This Sale Deed shall be governed by the laws of Republic of India and the courts at Lucknow shall have exclusive jurisdiction to adjudicate upon all matters/issues arising out of/related to this Sale Deed or transactions set out in the Sale Deed.

SCHEDULE OF PROPERTY

Land of (Retail / Commercial / Plaza) at, admeasuring square meters, situated at Sushant Golf City, Sultanpur Road, Lucknow and bounded as under:

| | | |
|-------|---|-------|
| East | : | |
| West | : | |
| North | : | |
| South | : | |

Vendor has received Rs./- (Rupees Only) from the Vendee and Vendor has acknowledge this receipt.

IN WITNESS WHEREOF, the Vendor and Vendee have set their respective hands with healthy and free mind on these present on the day, month, and year first above written in presence of the following witnesses.

WITNESSES:-

1.

VENDOR
PAN-AAACA0006D

2.

(.....)
PAN-
VENDEE

Typed by :

Drafted by :

(.....)

(.....)