

HIGHNESS CONSTRUCTION

SUMMIT SPACE 11TH FLOOR, SUMMIT BUILDING, VIBHUTI KHAND, GOMTI NAGAR,
LUCKNOW-226010

Email: constructionhighness@gmail.com

Mob:9335905247

To
Uttar Pradesh Real Estate Regulatory Authority
Naveen Bhavan, Rajya Niyojan Sansthan,
Kala Kankar House, Old Hyderabad,
Lucknow - 226007

Date- 22/08/2022

Subject- Reply for objection received for Highness Construction dated 20/08/2022 for Summit Twin Tower (ID539147).

Dear Sir,

In reference with the above subject it is hereby stated that the objections received from the department have been cleared: -

OBJECTION NO.	CORRECTION MADE
1.	- The PAN number has been correctly changed for Highness Construction. - ITR of Julie Firoz partner of Highness Construction has been attached for the preceding three years.
2.	Description of Ashray Ventures Private Limited has been uploaded along with the ITR for the Preceding two years since the ITR for the previous year has yet not been filed.
3.	The date for completion of the project can be updated only once on the RERA portal thereby the date mentioned for the completion of project is uploaded as 07/09/2028. The Authority provides the opportunity to avail extension for the project therefore the same shall be availed by the promoters.
4.	- The promoters have Bharmukt Pramanpatra for the land and the same has been uploaded for your ready reference. - The form RA1 has been updated as per the format. - The name of the engineer verifying the engineer certificate has been updated.
5.	- Affidavit from the promoters of Summit Twin Tower for the development of common facilities has been attached. - The possession certificate and sale deed from M/s. Ansal Properties and Infrastructure Pvt Ltd has been uploaded confirming that the land is free from all sorts of lien and encumbrances.
6.	Development work description has been elaborated with parameters

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	supported by numeric details.
7.	The names of all the three accounts have been updated as per the supporting document and standing instructions letter from the bank to transfer not less than 70% to project separate account and not less than 30% to project transaction account has been attached.

For and On Behalf of
Highness Construction

Ruchi Agarwal

Ruchi Agarwal
Partner

List of Documents Uploaded

<u>OBJECTION NO.</u>	<u>DOCUMENT UPLOADED</u>	<u>HEAD UNDER WHICH DO DOCUMENT UPLOADED</u>
<u>1.</u>	- Income Tax Return of Julie Feroz for Previous 3 Financial years - Clarification regarding Balance Sheet and ITR of Highness Construction	- ITR of Promoter - Balance Sheet of Promoter
<u>2.</u>	Balance Sheet and ITR of Ashray Ventures of 3 Financial Year Brief Detail of Enterprise	ITR of Promoter Upload Documents-Other(Merged)
<u>3.</u>	Clarification letter for Map	Upload Documents-Other(Merged)
<u>4.</u>	- Land Title Search Report(Bharmukti Praman Patra) - Form RA-1 - Modified Engineer Certificate with name of Person Verifying	Upload Documents-Detail of encumbrances Bank Details Upload Documents-Engineer Certificate
<u>5.</u>	- Affidavit for the development work - Affidavit for Lien and Encumbrances - Sale Deed From Ansal Properties Along with Physical Possession Certificate.	Affidavit(Merged)
<u>6.</u>	Work Description with Numeric Details	Development Work
<u>7.</u>	- Clarification Letter regarding Change of Bank Account Name - Standing Instructions from Bank - Latest Bank Statement	Upload Documents-Other(Merged) Bank Account Details-Standing Instruction letter Upload Documents-Other(Merged)

ASHRAY VENTURES PRIVATE LIMITED

CIN: U74120UP2012PTC049134

Regd Office: 402,4TH FLOOR, SHALIMAR TITANIUM VIBHUTIKHAND
GOMTINAGAR LUCKNOW UP 226010 INDIA

Email: singhjinder773@gmail.com

Mob:9839900605

BRIEF DESCRIPTION OF THE COMPANY

Ashray Ventures Private Limited (CIN: U74120UP2012PTC049134) is a Private Company (hereafter mentioned as company) having PAN: AAKCA3580E incorporated on 29/02/2012 for carrying out business in the field of Infrastructure, Real Estate including purchase, sale, developers of immovable properties, builders, contractors, subcontractors etc. It has its registered office at 402,4th Floor, Shalimar Titanium Vibhuti khand, Gomtinagar Lucknow UP- 226010 India.

It is a company limited by shares having Authorised share capital of Rs 100000 and paid up capital of Rs. 100000. The company has its name registered with Registrar of Companies, Kanpur.

The company entered into a Builders agreement with Highness Construction as the owner (Ashray Ventures Pvt Ltd) of the land situated at Block-8 in International Trade Park-2 admeasuring 6757.76 sq. meters situated at Sushant Golf City Hi-Tech Township, Sultanpur Road, Lucknow.

It is assured that the company is absolute owner of the aforementioned land. Ashray ventures has joined together with Highness Construction for development of "Summit Twin Tower subject to terms and conditions mentioned in the Builders Agreement.

FOR AND ON BEHALF OF
ASHRAY VENTURES PRIVATE LIMITED



JANARDAN AGARWAL
DIRECTOR
(DIN: 03604747)

To whomsoever it may concern

Clarification Letter

This is to clarify that since the Partnership- Highness Construction is formed on 27/11/2021 hence no previous ITR's have been filed Nor any balance sheets are audited since this will be first Financial Year and same is not applicable during this period.

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To Whomsoever it may concern

It is hereby confirmed and declared that Highness Construction partnership firm having PAN- AAOFH4949M was constituted on 27th November,2021 which makes filing of Income Tax Return by the firm Non- Applicable thus the partnership firm is attaching the Income Tax Return of their partner Ms. Julie Feroz for the preceding three financial years.

For and on behalf of
Highness Construction

Ruchi Agarwal

Ruchi Agarwal

Partner

Date: 22/08/2022

This declaration is attached in lieu of resubmission recieved from RERA at 20/08/2022.

15/08/2021

प्रारूप-घ (संलग्नक-3) औपबन्धिक (प्रोविजनल) अनापत्ति प्रमाणपत्र

पूआईसी संख्या: UPFS/2021/35034/LCK/LUCKNOW/2072/DD
दिनांक: 31-07-2021

प्रमाणित किया जाता है कि मेसर्स **ASHRAY INFRAVENTURES PVT LTD** (भवन/प्रतिष्ठान का नाम) पता **BLOCK - 8, INTERNATIONAL TRADE PARK - 2, ITP-2, SUSHANT GOLF CITY, SULTANPUR ROAD,, LUCKNOW** तहसील - **SAROJININAGAR** प्लॉट एरिया **6757.76 sq.mt** (वर्गमीटर), कुल कवर्ड एरिया **27078.55** (वर्गमीटर), ब्लाकों की संख्या **1** जिसमें

ब्लॉक/टावर	प्रत्येक ब्लॉक में तलों की संख्या	बेसमेंट की संख्या	ऊँचाई
BLOCK 8	12	2	42.270 mt.

है। भवन का अधिभोग मेसर्स **ASHRAY INFRAVENTURES PVT LTD** द्वारा किया जायेगा। इनके द्वारा भवन में अग्नि निवारण एवं अग्नि सुरक्षा व्यवस्थाओं का प्राविधान एन0बी0सी0 एवं तत्संबंधी भारतीय मानक ब्यूरो के आई0एस0 के अनुसार किया गया है। इस भवन को औपबन्धिक अनापत्ति प्रमाणपत्र, एन0बी0सी0 की अधिभोग श्रेणी **Business** के अन्तर्गत इस शर्त के साथ निर्गत किया जा रहा है कि प्रस्तावित भवन में अधिभोग श्रेणी के अनुसार सभी अग्निशमन व्यवस्थाओं के मानकों का अनुपालन पूर्ण रूप से किया जायेगा तथा भवन के निर्माण के पश्चात भवन के अधिभोग से पूर्व अग्नि सुरक्षा प्रमाण पत्र प्राप्त किया जायेगा। ऐसा न करने पर निर्गत प्रोविजनल अनापत्ति प्रमाणपत्र स्वतः ही निरस्त मान लिया जायेगा, जिसके लिए मेसर्स **ASHRAY INFRAVENTURES PVT LTD** अधिभोगी पूर्ण रूप से जिम्मेदार होगा/होंगे।

Note : 01) भवन में मानक के अनुसार अग्निशमन/ढाँचागत व्यवस्था का प्राविधान किया जाय।

"यह प्रमाण-पत्र आपके द्वारा प्रस्तुत अभिलेखों, सूचनाओं के आधार पर निर्गत किया जा रहा है। इनके असत्य पाए जाने पर निर्गत प्रमाण-पत्र मान्य नहीं होगा। यह प्रमाण-पत्र भूमि / भवन के स्वामित्व / अधिभोग को प्रमाणित नहीं करता है।"

Note : 01) भवन में मानक के अनुसार अग्निशमन/ढाँचागत व्यवस्था का प्राविधान किया जाय।

हस्ताक्षर (निर्गमन अधिकारी)

(उप निदेशक)



Digitally Signed By
(VIJAY KUMAR SINGH)

[546A902FE4D42A5123E8A8F277613D624EF16119]

15-08-2021

निर्गत किये जाने का दिनांक : 15-08-2021
स्थान : LUCKNOW

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LUCKNOW-226010

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CLARIFICATION REGARDING BANK ACCOUNT NAME

To

Date- 22/08/2022

Uttar Pradesh Real Estate Regulatory Authority

Naveen Bhavan, Rajya Niyojan Sansthan,

Kala Kankar House, Old Hyderabad,

Lucknow – 226007

Ref: The below mentioned reply is in reference to the objection letter received on date 20/08/2022

Subject- Reply to objection no. 7 received by M/S Highness Construction regarding name of bank accounts.

Dear Sir/ Ma'am ,

This is to bring to your kind notice that M/S Highness Construction have already applied to HDFC Bank with which it is maintaining its all three bank accounts i.e. Transaction Account, Collection Account and Separate Account for change of name in accordance with the notification of RERA dated 24th day of December,2020.

Also it is to clarify that the HDFC Bank have a limit of 40 characters for the name of bank account hence the name of all three accounts are shortened as follows:

- H CONS COLLECTION AC-SUMMIT TWIN TOWER
- H CONS SEPERATE AC-SUMMIT TWIN TOWER
- H CONS RERA TRANS AC-SUMMIT TWIN TOWER

This is a humble request to your good office to kindly take note of the same and register our project i.e. "Summit Twin Tower". We assure you that we will comply with the requirements of RERA regarding the name of bank accounts.

**For and on behalf of
Highness Construction**

Ruchi Agarwal

Ruchi Agarwal

Partner

Date: 22/08/2022



We understand your world

HDFC Bank Ltd,
244/230, Nadan Mahal Road,
Near Verma Stop,
Yahiaganj,
Lucknow - 226 004,

Dear Sir,

We acknowledge the receipt of modification of Account Title as per written requests provided for following ac numbers of Highness construction.

1. Ac No 50200068991205
2. Ac No 50200069063575
3. Ac No 50200069028428

We will forward the same for further processing and will inform you accordingly.

For HDFC Bank Limited

Branch Manager



www.hdfcbank.com

Regd. Office: HDFC Bank Ltd., HDFC Bank House, Senapati Bapat Marg, Lower Parel (West), Mumbai - 400 013
Corporate Identity No.: L65920MH1994PLC080618

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LUCKNOW-226010

Email: constructionhighness@gmail.com

Mob:9335905247

TO WHOM SO EVER IT MAY CONCERN

It is to clarify that the firm Highness Construction took loan of Rs 20,00,000 from Ravinder Lakshman Joshi and Rajesh Kumar Arora (Rs 10,00,000 each) in the Collection Account, the amount shall be paid back with interest to the lenders. The Contracts for the above transactions were formally drawn and executed and same are attached as annexure for your ready reference.

For and on behalf of
Highness Construction

Ruchi Agarwal

Ruchi Agarwal
(Partner)



LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated This 11th day of June, 2022

BETWEEN:

Ravinder Lakshman Joshi S/o Lakshman Narayan Joshi
R/o 2/131, Lakshman Narain Tower, Vishwas Khand Gomti Nagar, Lucknow UP-226010

(the "Lender") OF THE FIRST PART

AND

Highness Construction (Partnership Firm) having Registered Address at 11th Floor Summit
Space Summit Building TCG 3/3 Vibhuti Khand, Gomti Nagar Lucknow UP- 226010
(the "Borrower")

SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower,
and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and
fulfil the promises and conditions set out in this Agreement

Zahir Ahmad Khan
(Advocate)

NOTARY

Lucknow (U.P.) INDIA

Date..... 04-07-2022

Loan Amount & Interest

The Lender promises to loan INR 10,00,000 (Rupees Ten Lakh Only) to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest of 9 % p.a. , beginning on June 11, 2022.

Payment

This Loan will be repaid in full on or before 10th June 2023.

At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Default

Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable with further additional interest of 1.50% till the default continues.

Governing Law

This Agreement will be construed in accordance with and governed by the laws of the State of Uttar Pradesh

Costs

The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender

Binding Effect

This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender the Borrower waives presentment for payment, notice of non-payment, protest and notice of protest

Amendments

This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender

Rafiq Ahmad Khan
(Advocate)

NOTARY

Lucknow (U.P.) INDIA

Date.....
04-07-2022

Severability

The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and there are no further terms or provisions, either oral or otherwise.

SIGNED, SEALED, AND DELIVERED

WITNESS

1. For Highness Construction



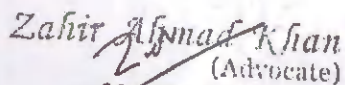
(Borrower)

2. Ravinder Lakshman Joshi

(Lender)

Date :-

Place:-


(Advocate)

NOTARY

Lucknow (U.P.) INDIA

Date:.....
04-07-2022

I identify the deponent Executant/Survey
who has signed/pu: T.I. before me



LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated This 11th day of June, 2022

BETWEEN:

Rajesh Kumar Arora S/o Balbir Singh R/o A-1654, Sector-I
Kanpur road, LDA Colony, Lucknow, U.P. 226012.

(the "Lender") OF THE FIRST PART

AND

Highness Construction (Partnership Firm) having Registered Address at 11th Floor Summit
Space Summit Building TCG 3/3 Vibhuti Khand, Gomti Nagar Lucknow UP- 226010

(the "Borrower") OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower,
and the Borrower repaying the Loan to the Lender, the parties agree to keep, perform and
fulfil the promises and conditions set out in this Agreement

Loan Amount & Interest

Zahir Ali Khan
(Advocate)

NOTARY

Lucknow (U.P.) INDIA
Date.....

The Lender promises to loan INR 10,00,000 to the Borrower and the Borrower promises to repay this principal amount to the Lender, with interest of 9 % p.a. , beginning on June 11, 2022.

Payment

This Loan will be repaid in full on or before 10th June 2023.

At any time while not in default under this Agreement, the Borrower may make lump sum payments or pay the outstanding balance then owing under this Agreement to the Lender without further bonus or penalty.

Default

Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing under this Agreement at that time to be immediately due and payable with further additional interest of 1.50% till the default continues.

Governing Law

This Agreement will be construed in accordance with and governed by the laws of the State of Uttar Pradesh

Costs

The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Agreement as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender

Binding Effect

This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender the Borrower waives presentment for payment, notice of non-payment, protest and notice of protest

Amendments

This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender

Severability

The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable,

it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the

Zahir Hussain Khan
(Advocate)
NOTARY
Lucknow (U.P.) INDIA
Date.....
06/06/22

it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result;

General Provisions

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement Words in the singular mean and include the plural and vice versa Words in the masculine mean and include the feminine and vice versa

Entire Agreement

This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise

SIGNED, SEALED, AND DELIVERED

1. For Highness Construction

(Borrower)

2. Rajesh Kumar Arora
(Lender)

Date:- 01/7/22

Place:- Lucknow

WITNESS

Ravi
Ravi Shankar Yadav
T.K. Mandhata
Pratapgarh, U.P.

Zahir Asimad Khan
(Advocate)
NOTARY
Lucknow (U.P.) INDIA
Date: 04-07-2022

I identify the deponent Executant/Survey
who has signed/put T.I. before me