

भारतीय गैर न्यायिक

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INDIA NON JUDICIAL



उत्तर प्रदेश UTTAR PRADESH

53AE 238629

AFFIDAVIT

I. Ruchi Agarwal, D/o Mahendra Chandra, aged 49 years, R/o B 1/23, Sector A, Aliganj, Lucknow, Uttar Pradesh, 226024, Partner of **Highness construction** (hereinafter referred to as "**Promoter**"), having its Regd. Office situated at summit space, 11th floor, Summit building, Vibhuti Khand, Gomti Nagar, Lucknow-226010), promoter of the proposed project "**Summit Twin Tower**" do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of the project "**Summit Twin Tower**" situated at undivided share of land Block- 8, in International Trade Park-2 (ITP-2) admeasuring 6757.76 Sq. Mtr. Situated at Sushant Golf City Hi-Tech Township, Lucknow, Uttar Pradesh before Uttar Pradesh Real Estate Regulatory Authority (UP-RERA) under application ID No. ID539147.

2. That the proposed project is situated inside Hitech township by the name & style of "**Summit Twin Tower**" being developed by **Highness Construction** (hereinafter referred to as "**principle promoter**").

3. That responsibility to develop the common areas and facilities of the integrated township is solely on principle developers whereas common areas and facilities pertaining to the proposed project "**Summit Twin Tower**" is to be developed **Highness Construction**.

Ruchi Agarwal

Sworn & Verified
R.K. MATI
ADV & LUCKNOW
INDIA
Regd. No. 3112/2000

4. That the proposed project has no dependency on common area and facilities of the **"Sushant Golf City"**. The common areas and facilities of the project are completely separate from the township inducing the approach road to reach at the project site, which is also completely developed.

5. That project land is free from all sort of encumbrances and an advocates report decelerating the same is attached in the application for registration.

6. That in case principle promoter fails to develop any kind common areas and facilities associated with the project, the promoter declare that **Ashray Ventures Private Limited** will complete the same for their allottees.



Ruchi Agarwal
Deponent

Verification

I, Ruchi Agarwal , D/o Mahendra Chandra, aged 49 years, R/O- B 1/23, Sector A, Aliganj, Lucknow, Uttar Pradesh, 226024, Partner of **Highness construction (hereinafter referred to as "Promoter")**, having its Regd. Office situated at summit space, 11th floor, Summit building, Vibhuti Khand, Gomti Nagar, Lucknow-226010), do hereby declare that the contents in para No.1 to 6 of my above Affidavit are true and correct.

This Affidavit is verified at Lucknow on 16.09.2022.

Ruchi Agarwal
Deponent

Sworn & Verified

by Notary

R. K. MATHUR

Adv. & NOTARY

LUCKNOW, U.P. INDIA

Regd No 31 (29) 2000



उत्तर प्रदेश UTTAR PRADESH

15AE 758059

AFFIDAVIT

Arun Kumar Mishra, S/o Shri K.G. Mishra, Director/Authorized Signatory of Ansal Properties & Infrastructure Limited, having its registered office at 115 Ansal Bhawan 16 K G Marg New Delhi 110001 India, and branch/local office at 2nd Floor, Shopping Squire, Sector-D, Sushant Golf City, Sultanpur Road, Lucknow do hereby solemnly declare, undertake and state as under:

1. That Ansal Properties & Infrastructure Limited executed a registered sale deed no. 2020367008826 with M/S Ashray Ventures Private Limited on 29.02.2020 wherein the undivided share of land Block- 8, in International Trade Park-2 (ITP-2) measuring 6757.76 Sq. Mtr. Situated at Sushant Golf City Hi-Tech Township, Lucknow, Uttar Pradesh given to the later company for development of group housing project.
2. That the said land is free from all sort of encumbrances, liens, attachments, mortgages, transfer and charges etc.

Sworn & Verified
Before me.



Ram Kumar Mishra

Verification

Arun Kumar Mishra, S/o Shri K.G. Mishra Director/Authorized Signatory of Ansal Properties & Infrastructure Limited, having its registered office at 115 Ansal Bhawan 16 K G Marg New Delhi 110001 India, do hereby declare that the contents in para-No.1 to 2 of my above Affidavit are true and correct.

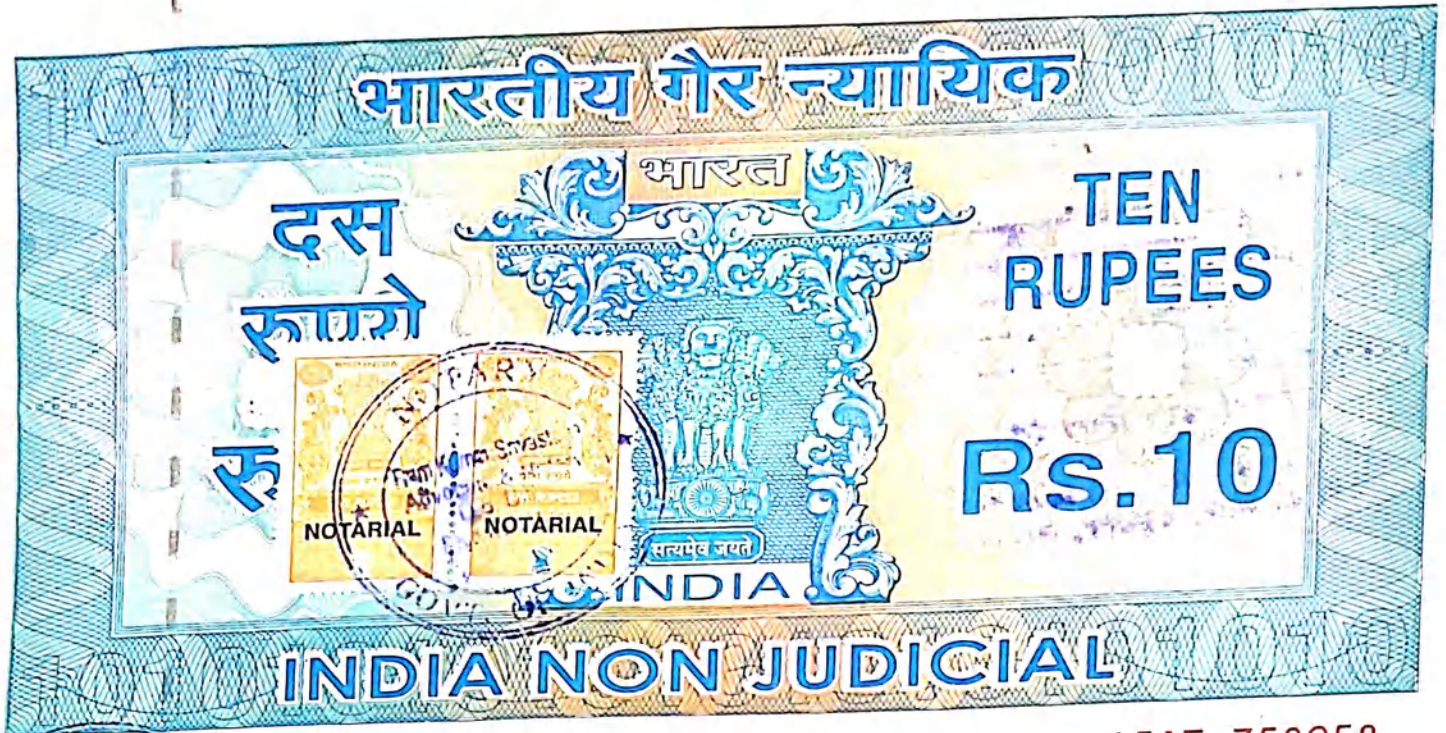
Lucknow-U.P

This Affidavit is verified at Lucknow on 30.08.2022.



I hereby declare that the contents in para-No.1 to 2 of my above Affidavit are true and correct.

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उत्तर प्रदेश UTTAR PRADESH

15AE 758058

This Non-Judicial Stamp Paper forms an integral part of AFFIDAVIT dated 22 August, 2022 executed by M/s HIGHNESS CONSTRUCTION (Promoter/Developer) Regd. Office: Summit Space, 11th floor, Summit Building, Vibhuti Khand, Gomti Nagar, Lucknow-226010 & ASHRAY VENTURES PRIVATE LIMITED (Promoter/ Owner) 402,4th Floor, Shalimar Titanium Vibhuti Khand Gomti Nagar Lucknow UP 226010, declaring details of Bank Accounts opened with HDFC Bank Ltd., 244/230, Yahiyaganj, Lucknow [U.P.], Nadan Mahal Road Branch for the project "SUMMIT- Twin Tower"

FORM-RA1

AFFIDAVIT FOR BANK ACCOUNTS OF PROJECT (NOTARIZED)
(For New Registration)

Sworn & Verified
Before me
I, Ruchi Agarwal (Partner/Authorised Signatory) on behalf of HIGHNESS CONSTRUCTION (Promoter) of the proposed project/ duly authorized by the promoters of the proposed project, do hereby solemnly declare, undertake and state that the following bank accounts have been opened for the project SUMMIT TWIN TOWER.

Subject: Affidavit / Declaration for Bank Accounts for the project- SUMMIT TWIN TOWER

I also undertake that any secured / unsecured project finance availed for the project will be deposited in the separate account only.

Particulars	Collection Account	Separate Account	RERA Transaction Account
Name on Account	H CONS COLLECTION AC-SUMMIT TWIN TOWER	H CONS SEPERATE AC-SUMMIT TWIN TOWER	H CONS RERA TRANS AC-SUMMIT TWIN TOWER
Account Number	50200069028428	50200068991025	50200069063575
Bank Name	HDFC BANK	HDFC BANK	HDFC BANK
Branch Name	NADAN MAHAL ROAD	NADAN MAHAL ROAD	NADAN MAHAL ROAD
Branch Address	244/230, YAHLAGANJ	244/230, YAHLAGANJ	244/230, YAHLAGANJ
IFSC Code	HDFC0003950	HDFC0003950	HDFC0003950

For Highness Construction

Ruchi Agarwal

Ruchi Agarwal
Deponent

VERIFICATION

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom. Verify by me at Lucknow on 22 day of August, 2022.

For Highness construction

Ruchi Agarwal

Ruchi Agarwal
Deponent

भारतीय गैर न्यायिक

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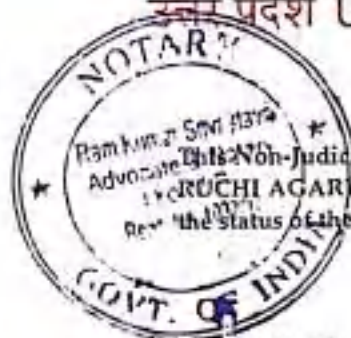
TEN
RUPEES

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INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

15AE 758084



This Non-Judicial Stamp forms an integral part of the "AFFIDAVIT" dated 22nd AUGUST, 2022 signed by MS. RUCHI AGARWAL, Promoter of the project, "SUMMIT TWIN TOWER" submitted to the UPRERA regarding the status of the sales booking of the flats and shops.

AFFIDAVIT

AFFIDAVIT BY THE PROMOTER REGARDING DETAILS OF SALES/BOOKINGS FOR THE PROJECT TILL THE DATE OF SIGNING OF AFFIDAVIT

I, Ruchi Agarwal (PAN: AEWPA5206N) D/o Mahendra Chandra, Aged 49 years R/o B 1/23, Sector A, Aliganj, Lucknow, Uttar Pradesh, 226024 (Partner-Highness Construction) on behalf of the Promoter M/s Highness Construction of the proposed project do hereby solemnly affirm & declare as under:

1. That I, Ruchi Agarwal (Partner/Authorised Signatory) is duly authorized by the promoter M/s Highness Construction of the proposed project, "SUMMIT TWIN TOWER" being developed by M/s Highness Construction (Partnership Firm) Promoter/Developers vide its Builder Developer Agreement having registered office at summit space, 11th floor, Summit building, Vibhuti Khand, Gomti Nagar, Lucknow-226010)

2. That I am executing & presenting this affidavit for & on behalf of M/s Highness Construction. (hereinafter referred to as the "Promoter/Developers").

3. That the Developers have entered into Builder Development Agreement dated 05/02/2022 with the owners of the project (Ashray Ventures Private Limited) of project situated at Block 8 International Trade Park-2 (ITP-2) situated at Sushant Golf City, Hi-Tech, Township, Lucknow.

4. That the firm Highness Construction has applied for the registration of the project named "SUMMIT TWIN TOWER" to UPRERA covering an area of 6757.76 Sq. M. (6758) rounded off with the above plot of land vide ID No. LDA/BP/20-21/0839 dated 07/10/2021.

5. That the Company has NOT ACCEPTED ANY BOOKING/ SALES for the project "SUMMIT TWIN TOWER" till date and, therefore, the collection from sales is NIL as on date.

Seen & Verified
Before me

Ram Kumar Soni
Advocate
68/14 New
Lucknow

Identify the deponent
who has signed R.T.I. before me



6. That the area of the plot being used for the project "Summit Twin Tower" has been appropriately earmarked in the lay-out plan for commercial project vide approval dated 07.10.2021.

For and on behalf of
HIGHNESS CONSTRUCTION
Ruchi Agarwal
Ruchi Agarwal
Deponent
(Partner)

Verification

Certified that the contents of the above "Affidavit" vide para 1 to 6 are true and correct to the best of my knowledge & belief and nothing material has been concealed.
Signed by me at Lucknow on this 22nd Day of August, 2022

Seen & Verified
before me

For and on behalf of
HIGHNESS CONSTRUCTION
Ruchi Agarwal
Ruchi Agarwal
Deponent
(Partner)

SHRI
Sudhakar Singh
Notary Public
Lucknow, U.P. India
Mysore 10/08/2022

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TEN
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INDIA NON JUDICIAL



उत्तर प्रदेश UTTAR PRADESH AFFIDAVIT

15AE 758083

I, Ruchi Agarwal, partner of the partnership firm M/s HIGHNESS CONSTRUCTION (Promoter) which is in transition of floating the project, "Summit Twin Tower", am the partner/power of attorney holder of the undersigned firm and am fully conversant of the facts deposed herein below.

1. That the firm applied for registration for its abovementioned project on 08th August, 2022 before the Hon'ble Real Estate Regulatory Authority, New Hyderabad, Kala Kankar House, Lucknow.
2. That in process of obtaining such registration, the undersigned firm undertakes the following:
3. That, in reply to point number 5 (a) of objections, the deponent do hereby assures and affirms the fact that all the development and completion of the above-named project shall be the sole responsibility of the undersigned.
4. The proposed project of the firm, "Summit Twin Tower" has its map sanctioned in the name of M/s Ashray Ventures Private Limited before the Lucknow Development Authority whereas the promoter of the project is M/s HIGHNESS CONSTRUCTION. Thus, in this condition, the STATUTORY COMPLIANCE and other completion formalities of the said project IS THE SOLE RESPONSIBILITY OF M/s HIGHNESS CONSTRUCTION.

It is further mentioned here that the company of the undersigned has absolute ownership of the said plot area measuring 6757.76 Sqm (6758) rounded off whereby we (the promoters) have also uploaded the land title search report of an advocate having more than 30 years of legal practice and a registered sale deed of the said plot between the representative of M/S Ansal Properties and Infrastructures Pvt Ltd and the undersigned.

6. That thus, in the view of the said facts, the Hon'ble Authority may be pleased to grant the registration number in lieu of the same.

Lucknow.
Dated-22/08/2022

Ruchi Agarwal
Deponent
Partner

Sworn & Verified

Before me

Ram Kumar Singh

Advocate & Notary

10/14, New Tia, Nagari

Lucknow-226

I identify the deponent

who has signed

22/08/2022



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP07412486639288S

29-Feb-2020 03:06 PM

SHCIL (FI)/ upshcil01/ SARAJINI NAGAR/ UP-LKN

SUBIN-UPUPSHCIL0108821349884959S

ASHRAY VENTURES PRIVATE LIMITED

Article 23 Conveyance

UNDIVIDED SHARE OF LAND BLOCK-8,ITP-2,SUSHANT GOLF CITY,SULTANPUR ROAD,LUCKNOW.

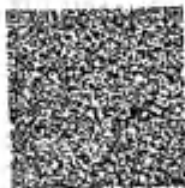
ANSAL PROPERTIES AND INFRASTRUCTURE LIMITED

ASHRAY VENTURES PRIVATE LIMITED

ASHRAY VENTURES PRIVATE LIMITED

60,02,500

(Sixty Lakh Two Thousand Five Hundred only)



प्रमाणित किया जाता है कि उपरोक्त दस्तावेज़ प्रलेख संख्या 1200/2020 के अन्तर्गत मध्य प्रदेश सरकार के अधिनियम 19/2003 के तहत जारी किया गया है।
उप-निर्देशक (सिस्टम निगरानी)
लखनऊ

Please write or type below this line



Ansul Properties & Infrastructure Ltd.

Authorized Signatory

Authorized Signatory

ASHRAY VENTURES PRIVATE LTD.

0001522347

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.circlestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Brief Detail of Sale Deed

1.	Type of Property	:	Commercial
2.	Mohalla	:	Sushant Golf City-Lucknow
3.	Property details	:	Undivided share of Land for Block-8, in International Trade Park-2 (ITP-2) Sushant Golf City Hi-Tech Township, Lucknow, Uttar Pradesh.
4.	Measurement unit	:	Square Meter
5.	Area of property	:	6757.76 Sq. Mtr. (undivided share of land)
6.	Situation of Road	:	Away from Amar Shaheed Path and Sultanpur Road.
7.	Other description	:	Situated at 18.00 meter wide road and at corner.
8.	Consideration	:	Rs. 12,00,45,752/-
9.	Market value	:	Rs. 11,89,69,717/-
10.	Stamp Duty	:	Rs. 84,03,500/-
11.	Stamp Duty already paid	:	Rs. 24,01,000/-
12.	Stamp duty paid with this deed	:	Rs. 60,02,500/-

No. of Vendor: 1 Details of Vendor

M/s Ansal Properties & Infrastructure Ltd., 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 Squire, Sector-D, Sushant Golf City, Sultanpur Road, Lucknow through its authorized signatory its authorized signatories Mr. Abhishek Mishra & Anil Pandey, duly authorized by Board resolution dated 28.09.2019.

ASHRAY VENTURES PVT.LTD.

Ansal Properties & Infrastructure Ltd.
 Ansal Properties & Infrastructure Ltd.
 Authorized Signatory

Authorized Signatory
 Director

No of Vendee: 1 Details of Vendee

M/s. Ashray Infraventures Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 402, 4th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Director **Mr. Janardan Agarwal** son of **Sri Raj Narain Agarwal**.

SALE DEED

This DEED OF SALE ("Deed") is made and executed at Lucknow on 29th day of February 2020.

BETWEEN

Ansal Properties & Infrastructure Ltd., PAN-AAACAD0006D 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 Squire, Sector-D, Sushant Golf City, Sultanpur Road, Lucknow through its authorized signatories **Mr. Abhishek Mishra & Anil Pandey**, duly authorized by Board resolution dated 28.09.2019 (hereinafter referred to as the "**VENDOR**", 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

M/s. Ashray Infraventures Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 402, 4th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Director **Mr. Janardan Agarwal** son of **Sri Raj Narain Agarwal**, hereinafter referred to as the "**Vendee**", which expression shall include its executors, permitted assignees, administrators, representatives etc. unless the subject or context requires otherwise) of the other part.

ASHRAY VENTURES PVT. LTD.

Janardan Agarwal
Director

Ansal Properties & Infrastructure Ltd.

Ansal Properties & Infrastructure Ltd.

Abhishek Mishra
Authorized Signatory

Anil Pandey
Authorized Signatory

RECITALS:

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

Wherever the term land is used to denote the property it shall be read and construed as undivided share of land.

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

WHEREAS the Housing & Urban Planning Department, 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.

AND WHEREAS 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 (hereinafter referred to as township).

AND WHEREAS 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.

AND WHEREAS 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 3530 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.

AND WHEREAS 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.

Ansal Properties & Infrastructure Ltd.

[Signature]
Authorized Signatory

Ansal Properties & Infrastructure Ltd.

[Signature]
Authorized Signatory

ANIRAY VENTURES PVT.LTD.

[Signature]
Director

AND WHEREAS a memorandum of understanding has been signed between Lucknow Development Authority, Lucknow (the nodal agency) and the said Vendor 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. Vendor shall be solely responsible to pay entire amount payable to LDA or any other authority on account of change of land use, free hold charge, development charge or any other charges.

AND WHEREAS the detailed layout plan of the Hi-Tech Township has also been approved by the Lucknow Development Authority, Lucknow.

AND WHEREAS the land use of the proposed site conforms to the development of Hi-Tech Township as per the master plan of Lucknow-2021.

AND WHEREAS in terms of the development of Hi-Tech Township on Sultanpur Road at Lucknow to Uttar Pradesh, the developer has been authorized to transfer the units of different specifications and sizes developed by the Vendor to its transferee/s on own terms and conditions of Hi-Tech City Policy. The vendor is also authorized to carryout and completes the internal and external development of various services on its own as per the standard specifications confirming to the Government policies and the relevant IS/BIS guidelines and Practices.

AND WHEREAS, in the township various land parcels/lands have been demarcated and identified for development and construction of block/tower.

AND WHEREAS, the Promoter/Vendor has registered under the provisions of the Act with the Real Estate Regulatory Authority at Uttar Pradesh on 26.07.2017 under registration no. UPRERAPRM6378. The Vendee hereby represents to the Vendee 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.

Authorized Signatory
[Signature]

Authorized Signatory
[Signature]
Authorized Signatory

ASHRAY VENTURES PVT. LTD

[Signature]

AND WHEREAS, the terms of this Deed are in addition to the terms and conditions agreed between the parties under the registered Agreement executed between them which is registered in the office of concerned Sub Registrar at Serial No. 13875 on 24.05.2019. Due to some technical mistake the area mentioned in agreement has been wrongly mentioned and corrected undivided share of land is 6757.76 Sq. Mtr., which is the subject matter of this deed.

AND WHEREAS, the Vendee has expressed to Vendor its desire to purchase the Undivided share of Land for Block-S, in International Trade Park-2 (ITP-2) admeasuring 6757.76 square meters situated at Subant Golf City Hi-Tech Township, Sultanpur Road, Lucknow, Uttar Pradesh detailed, identified and marked in the layout plan annexed herewith as Annexure-A ("said undivided share of Land") along with rights to construct and develop the building on the said Land for sale consideration of Rs. 12,00,45,752/- (Rupees Twelve Crore Forty Five Thousand Seven Hundred Fifty Two Only).

AND WHEREAS, the Vendee has represented and confirmed that it has conducted due-diligence of the said Land and has satisfied itself with regard to the title and permitted usage of the said Land and nothing further is required to be done in this regard.

AND WHEREAS, the Vendor relying on the assurances and representations of the Vendee has agreed to sell the said Land to the Vendee 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. In lieu of the total consideration of Rs. 12,00,45,752/- (Rupees Twelve Crore Forty Five Thousand Seven Hundred Fifty Two Only) paid by the Vendee as per payment schedule given at the end of this deed, the Vendor hereby sells, conveys and transfers absolutely the said freehold, fully developed Undivided share of

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

ASHRAY VENTURES PVT.LTD.
[Signature]
Director

- Land for Block-8, in International Trade Park-2 (ITP-2) admeasuring 6737.76 square meters situated at Gushant Golf City Hi-Tech Township, Sultanpur Road, Lucknow, Uttar Pradesh detailed & marked in layout plan annexed herewith as Annexure-A along with all rights appurtenant thereto, to the Vendee and the Vendee accepts and confirms the same, subject to the terms and conditions set out herein.
2. The Vendee shall utilize the said Land for construction and development of Block-8 on the said Land as per approved/sanctioned building plans in concurrence to the approved layout (vide permit no: 41150, dated 23.02.2017) of International Trade Park-2 and shall not, in any circumstances whatsoever, carry out construction over the said Land in violation of the sanctioned plans and allocated/approved FSI. Further, the Vendee shall comply with the building plans for the tower 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 tower/building on the said Land. No alteration or modifications of building plans shall be permitted.
 3. The Vendee has simultaneous to the execution of this Deed taken over actual physical possession of the said Land to its complete satisfaction. 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 Land.
 4. All dues, demands, charges, duties, liabilities, taxes, cess, levies including property tax etc. and any other outgoings in respect of the said Land or building or units therein 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 and/or allottees, as the case may be. Further, the Vendee shall be liable to bear and pay on pro-rata basis all dues, demands, charges, duties, liabilities, taxes, cess, levies and any other outgoings demanded/imposed by the authorities in respect of the Project/Township.
 5. The Vendee shall at its own costs and expenses complete the construction of building on the said Land within 60 months from

Avail Properties & Infrastructure Ltd.

[Signature]
Authorized Signatory

Avail Properties & Infrastructure Ltd.

[Signature]
Authorized Signatory


AVAIL VENTURES PVT. LTD.

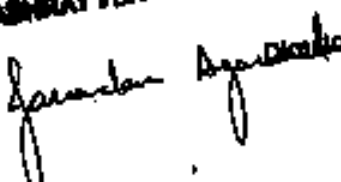
[Signature]
Authorized Signatory

- the date of sanction of plans of the building failing which the Vendee shall be liable and responsible for all consequences, whether penal or otherwise including, resulting from delay in completion of construction. In the event of delay in completion of construction of the tower/block on the said Land by the Vendee within the period stipulated above the Vender shall be liable to pay to the Vendor compensation calculated at Rs. 5.00 (Rupees Five only) per square feet of the current permitted FSI per month till the completion of construction.
6. The Vender understands that in order to maintain uniformity in the Project certain guidelines and specifications for construction and development of tower have been prescribed by the Vendor and the Vendee agrees to abide by them while undertaking construction on the said Land.
 7. The mining permissions and completion certificate in respect of construction of the tower 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 and construction of tower thereon as may be required by the Vendor/competent authority.
 8. The Vendee herein undertakes that all necessary approvals/sanctions/NOC from various departments including but not limited to Fire, Height, Pollution, Environment etc. required for the development and construction of the building at the subject land shall be obtained by it at its own costs and expenses. However, the Vendor undertakes to render all its assistance in process of getting sanctioned building plan.
 9. 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 agrees to extend all co-operation and assistance as may be required by the Vendor/other associate developers in this regard.
 10. 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

Joint Promoters & Infrastructure Ltd.

 Authorized Signatory

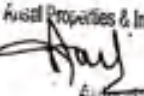
Joint Promoters & Infrastructure Ltd.

 Authorized Signatory

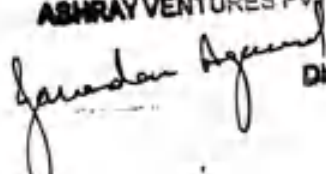
ASHRAY VENTURES PVT. LTD.

 Authorized Signatory

- facilities of overall complex. However the vendee has full right on the floor area sold to him with the land appurtenant.
11. Since the said Land is part of the Project and Township various service and facilities in the Project and Township will be interconnected. The Vendee agrees and confirms that right of interconnecting services and facilities through/from the said Land shall not be denied. In case any services / equipments which are required for Project are installed/erected/set-up by the Vendor/its nominee, 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.
 12. The Vendee shall at its own costs and expenses obtain connections for electricity, water and other utilities for the tower/block constructed on the said Land and shall connect/join the same with the main lines/connections in the Project.
 13. 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/building.
 14. 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.
 15. The Vendee shall not do or suffer anything to be done in or on the said Land which may tend to cause damage to any other structures in the land parcels adjacent to the said Land 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.
 16. The Vendor, its authorized officers, employees and representatives shall be entitled to access the said Land/structures thereon at all

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 Director

- hours of the day and on all days (including Sunday's/public Holidays) for inspection of the construction.
17. The Vendee shall be entitled to transfer its ownership rights derived to them on the said land through the present sale deed to any one as it is.
18. 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. The maintenance and management of common areas and amenities in the said undivided share of Land 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. 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. The Vendee will be liable to pay the maintenance charge to the nominated agency @ Rs 0.25 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 said property. 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.
19. The said Land 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 tower/complex etc. shall be strictly followed by the Vendee without any objections. The Vendee shall ensure that all the occupants and

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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.

20. The Vendee shall abide by provisions of the law, rules, policies and regulations in force and applicable to the said Land/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.
21. The said Land is free from all kinds of encumbrances, disputes, litigation, acquisition, requisition, attachments, decree of any court, demands, claims, liabilities, and notices.
22. The Vendee shall indemnify the Vendor from and against any actions, suits, claims (including third party claims) initiated against the Vendor and/or costs, damages, losses, penalties etc. suffered or borne by the Vendor on account of any of the following:
 - 22.1. Acts or omissions of employees, agents, representatives of the Vendee; and/or
 - 22.2. delay in completion of construction; and/or
 - 22.3. use of the said Land/tower in contravention of the permissible use; and/or
 - 22.4. defective construction or use of material of inferior quality; and/or
 - 22.5. breach of applicable laws and policies; and/or
 - 22.6. breach of rules and regulations prescribed by the Vendor/its agencies; and/or
 - 22.7. violation of terms of permissions, approvals and sanctions issued by the competent authorities; and/or
 - 22.8. non-payment of applicable charges, taxes, levies etc; and/or

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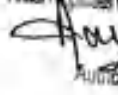
[Signature]
Director

- 22.9. disputes with any prospective allottees or its employees or any third party.
23. The Vendor shall indemnify the Vendee against any direct losses, damages, claims, cost, expenses, demands, liabilities etc., of any nature whatsoever that may be caused to or suffered by, the Vendee due to any defect in the title of the Vendor to the said Land.
24. The area of the said Land 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 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.
25. The Vendor has handed over copies of all title related documents to the Vendee to its satisfaction.
26. 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.
27. 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.
28. 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 registered Agreement executed between them. The Vendee shall construct the Block-8 on the said Land by utilizing the current permissible FSI as approved by the competent authority. The vendee shall not construct the FSI area in excess to 26,000 Sq. Mt. without prior written consent from the vendor.
29. 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

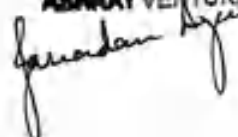
Aval Panchsheel Infrastructure Ltd.


Authorized Signatory

Aval Panchsheel Infrastructure Ltd.


Authorized Signatory

ASHRAY VENTURES PVT. LTD.


Director

-3-

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.

30. 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.
31. 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 18.00 mtr. wide road for which the Circle Rate fixed as Rs. 21,500/- per sq.mtr. and the said property is exist at corner hence after enhancement of 10% in circle rate value comes to Rs. 23,650/-. The undivided share land area of the said property is 6757.76 (Six Thousand Eight Hundred Fifty Seven point Seven Six) sq.mtr. Market value of the land area 1000 sq.mtr. at the rate of Rs. 23,650/- comes to Rs. 2,36,50,000/-. Market value of remaining area 5757.76 sq.mtr., calculated @ Rs. 16555/- per sq. mtr. which comes to Rs. = 9,53,19,717/-. The total value of land comes to Rs. 11,89,69,717/-. Since the sale consideration is higher than the market value, therefore total stamp duty comes to Rs. 84,03,500/-. Stamp duty of Rs. 24,01,000/- has been paid with agreement to sale and Stamp duty of Rs. 60,02,500/- by the vendee through e-stamp accordingly.

SCHEDULE OF PROPERTY

Undivided share of Land for Block-8, in International Trade Park-2 (ITP-2) admeasuring 6757.76 square meters situated at Sushant Golf City Hi-Tech Township, Sultanpur Road, Lucknow, Uttar Pradesh and bounded as under:

- (i) North East : Driveway/Block-7
- (ii) South West : Driveway/12 meter road
- (iii) North West : Driveway/6 meter road
- (iv) South East : Driveway/18 meter road

Authorised Signatory
Authorised Signatory

ASHRAY VENTURES PVT. LTD.

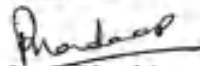
Authorised Signatory
Director

PAYMENT SCHEDULE

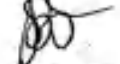
Vendor has received sale consideration of Rs. 12,00,45,752/- (Rupees Twelve Crore Forty Five Thousand Seven Hundred Fifty Two Only) from the Vendee and acknowledgement its receipts.

In witness whereof, each of the parties hereto has caused this deed to be executed by its duly authorised representatives as of the date first written above, in presence of the following witnesses.

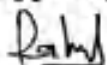
WITNESSES:

1. 
(Pradeep Singh)
Son of Kuldeep Singh
R/o 551ka/349kha,
Azad Nagar, Alambagh, Lucknow



2. 
(Surya Prakash Singh)
Advocate
Civil Court, Lucknow, U.P.

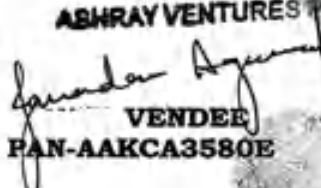
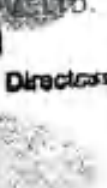


Typed by:

Rahul Singh)

Andal Properties & Infrastructure Ltd.

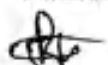
 
VENDOR
PAN-AAACA0006D

ASHRAY VENTURES PVT. LTD.

 
VENDEE
PAN-AAKCA3580E

Director

Drafted by:


(Benkat Raman Singh)
Advocate
Civil Court, Lucknow

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रूखा जाने वाला

उपनिबन्धक सरोजनीनगर लखनऊ इम 2020367006826

खबरेल संख्या : 202001041009180

सेख का शर्पना पत्र प्रस्तुत करने का दिनांक 2020-02-29 00:00:00

प्रस्तुतकर्ता का प्रार्थी का नाम जनार्दन कश्यप

सेख का प्रकार विद्वान पत्र

प्रतिष्ठान की धरताहि 120045752 / 116969717

1. रजिस्ट्रिकरण शुल्क 1200460

2. प्रतिनिधिकरण शुल्क 80

3. निरीक्षण या उलास शुल्क

4. मुद्राण के अधिग्रहणी करण लिए शुल्क

5. कपीकरण शुल्क

6. विविध

7. वार्षिक भता

1 से 6 तक का योग 1200540

शुल्क वसूल करने का दिनांक 2020-02-29 00:00:00

दिनांक जब सेख प्रतिनिधि का उलास

प्रमाण पत्र वापस करने के लिए तैयार होना 2020-02-29 00:00:00

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर


Physical Possession


This is to confirm that pursuant to the Registered Sale Deed dated 29th February 2020, we, **ANSAL PROPERTIES AND INFRASTRUCTURE LTD.** a company incorporated and registered under the companies Act, 1956 having its registered office at **115 ANSAL BHAWAN, 16 KASTURBA GANDHI MARG, NEW DELHI-110001** (hereinafter referred to as the Company) which expression shall unless contrary to or repugnant to the context or meaning there of be deemed to mean and include its legal successors, liquidators, executors, Mr. Amit Malik (Sr. GM-Sales & Marketing) who has been duly empowered and authorized by the committee of Directors of the company vide dated 05th august 2020 to act for and on behalf of the company have given clear & peaceful physical possession of the Undivided share of Land for Block-8 in International Trade Park-2 (ITP-2) at Sushant Golf City, Lucknow. Admeasuring 6757.76 Sq. Mt. sold to **M/s. Ashray Ventures Pvt. Ltd.** through its authorized signatory Mr. Janardan Agarwal.

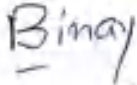
Place: Lucknow

Date: 30th December 2021

Ansal Properties and Infrastructure Ltd.
For Ansal Properties & Infrastructure Ltd.


Authorized Signatory
Authorized Signatory

Witnesses: 1. Pradeep Kumar ()

2. Binay Tiwari ()

Ansal Properties & Infrastructure Ltd.
(An ISO 9001:2000 Company)

2nd Floor Shopping Square-2, Sector-D, Sushant Golf City Lucknow - 226030
Ph.: 0522 7127800. Website : www.ansalapi.com
Cin : L45101DL1967PLC004759
customercare@ansalapi.com | Toll Free No. 18001206809

J. H. M. N. M. 12

994

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450 MT WIDE SERVICE ROAD

Properties & Infrastructure Ltd.
(PHEL)

10.0 MT WIDE ROAD

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For further information, contact:
Product Information
International, United States
at (800) 541-2171 or (800)
at (800) 541-2171

24

Detailed Calculation of COMM-RCAL: $\cdot 1$ (TP-2) (Areas in sq.m.)

Authorized Signatory

भारतीय गैर न्यायिक

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INDIA



INDIA NON JUDICIAL

NOTARY

प्रदेश UTTAR PRADESH

15AE 758078

Ram Kumar Srivastava
Advocate & Notary
U.P. No. 10/2021

This Non-Judicial Stamp forms an integral part of the "AFFIDAVIT"-CUM DECLARATION dated 22nd AUGUST, 2022 signed by MR. JANARDAN AGARWAL AND MS. RUCHI AGARWAL, authorized signatories of the Promoters of the project, "SUMMIT TWIN TOWER" regarding registration of the project "SUMMIT TWIN TOWER"

FORM B

[See rule 3(4)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTERS OR ANY PERSON AUTHORIZED BY THE PROMOTERS
Affidavit cum Declaration

Affidavit cum Declaration of M/s HIGHNESS CONSTRUCTION & ASHRAY VENTURES PRIVATE LIMITED promoters of the proposed project "SUMMIT TWIN TOWER"

Do hereby solemnly declare, undertake and state as under:

1. M/s HIGHNESS CONSTRUCTION (Promoter/Developer) & ASHRAY VENTURES PRIVATE LIMITED (Promoter/Owner) having a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances.

3. That the time period within which the project shall be completed by promoters is 7 years.

4. That seventy percent of the amounts realized by promoters for the real estate project named "SUMMIT TWIN TOWER" from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

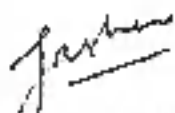
Seen & Verified
Before me

21/8/2022

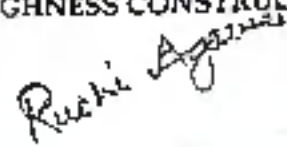
Ram Kumar Srivastava
Advocate & Notary
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6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That the promoters shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That the promoters shall take all the pending approvals on time, from the competent authorities.
9. That the promoters have furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That the promoters shall not discriminate against any allottee at the time of allotment of any apartment, building, plot or shop on any grounds.

For and on behalf of
ASHRAY VENTURES PRIVATE LIMITED


Janardan Agarwal
Deponent
(Director)

For and on behalf of
HIGHNESS CONSTRUCTION



Ruchi Agarwal
Deponent
(Partner)

Verification

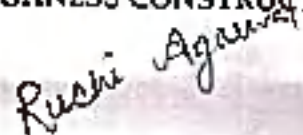
The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.


Verified by me at Lucknow on 22nd Day of August, 2022.


For and on behalf of
ASHRAY VENTURES PRIVATE LIMITED


Janardan Agarwal
Deponent
(Director)

For and on behalf of
HIGHNESS CONSTRUCTION


Ruchi Agarwal
Deponent
(Partner)