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Government of Uttar Pradesh

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Date: 10.64,20\8

To Whom So Ever It May Concern

I, the undersigned, Director of KiARA Likespaces Private Limited hereby authorise Mr. Sushil Shrivastava, Authorised Official of the Company for execution and registration of Sale Doed with Ansal Properties and Infrastructure Lid in respect of the property situated at Group Housing-3, Sector G, Sushate Golf City, Sultanpur Road, Lucknow, Uttar Pradesb (Property), to sign, execute and register the Sale Deed and/or other deeds, agreements incidental thereto including but not limited to Supplementary Deed/ Rectification/Correction Deed, Documents, Letters, Undertaking, Affidavits, other writing, if any, as may be required for the said purpose and to admit the abovementioned documents and to get them registered in the office of Sub Registrar, Lucknow and/or any other concerned authority and to refresent the Company in this regard.

The signature of Mr. Sushil Shardastava is attested below.

Signature of the Acthorised Official

For KIARA Lifespaces Private Limited

Sushi(Shrivastava Authorised Official

Alleolarbakeur

Alika Kirioskar Director DIN: 07759118

KARA křespaces PVI, (rd. Rogol Official 'i akuki' Compound, Model Colony, Pune - 411-015, MH. india Tel.: +91 (20) 6706-0341 Mobile: 191 - 98220-30070 E majl: ak®aipanakitaskar.com Websilo: www.alponakitaskar.com C:N No: 070103PN2017PTC) 69651 ~3X

CERTIFIED TRUE COPY OF THE RESOLUTION NO. 2018-2019/BM/1/1 PASSED BY THE BOARD OF DIRECTORS OF KIARA LIFESPACES PRIVATE LIMITED IN THEIR MEETING NO. 2018-2019/BM/1 HELD ON TUESDAY, APRIL 10, 2018 AT 9TH FLOOR, CELLO PLATINA, FERGUSSON COLLEGE ROAD, SHIVAJINAGAR, FUNE - 411016 AT 03.00 PM

"RESOLVED THAT, consent of the Board of Directors of the Company be and is hereby accorded for execution and registration of Sale Deed with Ansal Properties and Infrastructure 1.td in respect of the property situated at Group Housing-3, Sector-C, Sushant Colf City, Sultanpur Road, Lucknow, Uttar Pradesh (Property).

RESOLVED FORTHOR THAT, Mr. Sushil Shrivastava, authorised official of the Company be and is hereby severally authorized to sign, execute and register the Sale Deed and/or other deeds, agreements incidental thereto including but not limited to Supplementary. Deed/ Rectification/Correction Deed, Documents, Letters, Undertaking, Affidavits, other writing, if any, as may be required for the said purpose and to admit the abovementioned documents and to get them registered in the office of Sub Registrar, Lucknow and/or any other concerned authority.

RESOLVED FURTHER THAR all acts, things or deads, done or caused to be done, by aforesaid authorized official for the above matters, before conferring (his authorization, be and are hereby ratified and confirmed, as being done or caused to be done for and on behalf of the Company.

RESOLVED FURTHER THAT all such acis, deeds, matters and things, done or to be done by aforesaid authorized official in connection with and to safeguard the interest of the Company, shall be binding on the Company and deemed to have been done by the Company liself.

RESOLVED FURTHER THAT upon exercising the said authority/ies as mentioned aforesaid, the concerned officers/ executives/ authorized representatives of the Company shall intimate to the Company within 15 days of such exercise of authority/ies.

AtkaBirloskor

KiARA Läespades Pvi, 1.1d. Regal: Office: "Lakaki" Compound, Model Colony, Fune - 411 016, MH. India Tell: +91 (20) 4706 0341 Mobila: +91 - 98220 30070 F-mail: ak@alponakitaskar.com: Website: www.alponakitaskar.com C3N No; 10701032N2017P3C) (8965)



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RESOLVED FURTHER THAT above authorization in favour of aforesaid authorized official shall remain in force till the date they'remain in the employment of the Company or any other resolution is passed by the Directors, modifying and/or revoking this authorization, whichever is earlier.

RESOLVED FURTIOR THAT a certified true copy of this Resolution be forwarded wherever required order the signatures of any one Director of the Company."

For KIARA Lifespaces Private Limited

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Alikale V. Anglaska

Alika Kirloskar Director DIN: 07750418

> (CARA Ufespaces 7v), Utd. Regd. Office: 'Lakald' Compound, Madel Colony, Pune - 411-016, MB, India (c):: +91-(20)-6706-0341 Mabile: 491 - 98220-30070 (c):: +91-(20)-6706-0341 Mabile: 491 - 98220-30070 S-mail: ak@nlpanakiloskar.com CSN No: U/0703PN20179TC169661



INCOME TAX PAN SERVICES UNIT

(Managed by NSDL e-Governance Infrastructure Limited) 5th Floor, Mantri Sterling, Piot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune - 411 016.

F. No. DIT(S)/PAN/ITMN BEG

SUCTOR DEPARTMENT OF DEPARTMEN

The income Tax Department takes pleasure in informing that the Permanent Account Number (PAN) allotted to you is :

AAGCK5250K

and the PAN card is enclosed herewith. For filing the return of income please contact:

WARD 14(2), PUNE

We wish to inform you that quoting of PAN on return of income and challans for payment of taxes is necessary to ensure accurate credit of taxes paid by you and faster processing of return of income. Please quote PAN in all communications with department as it helps to improve taxpayer services.

We may inform that it is mandatory to quote PAN in several transactions specified under the income Tax Act, 1961. For details of such transactions, reference is invited to rule 114B of the income Tax Rules, 1962 read with section 139 A of the income Tax Act, 1961.

In the utilikely event of more than one PAN being allotted, this fact should be brought to the notice of your Assessing Officer, as possessing or using more than one PAN is against the law and may attract penalty of upto Rs. 10,000/-.

Any error in the data printed on your PAN Card may be brought to the notice of IT PAN Services Unit at the address given above or on the reverse of the PAN Card.

Income Tax Department mainteins a website -- <u>www.incometaxindia.gov.in</u> and Aayakar Sampark Kendra (Phone - 1800 - 180 - 1964) for providing information and services to citizens. This site contains detailed information on PAN also.

Income Tax Department

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KARA (IFEGPACES PRIVA (FLIMITED, Lakaki Compound, Shiwati Nagaki, Pune, Pune, Maharashtra - 411016 Maharashtra - 411016 Maharashtra - 411016

(This being a computer-generated letter, no signature is required)

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Brief	Detail	<u>of Sal</u>	e Deed
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1.	Type of Property		Residential
2.	Mohalla	-	Sushant Golf City
3.	Property details		Plot for Group Housing-3, in Sector-G, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.).
4.	Measurement unit	-	Square Meter
5.	Land Area of property		10,666.84 (Ten Thousand Six Hundred Sixty Six Point Eight Four) Sq. Mtrs
6.	Situation of Road		Away from Amar Shaheed Path and Sultanpur Road
7.	Other description	-	Situated at 45.00 mtr. wide road and at corner.
8.	Consideration	 	Rs. 22,90,44,136/-/-
9.	Market value	-	Rs. 17,33,21,324/-
10.	Stamps		Rs. 1,60,33,500/-

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No. of Vendor: 1

No. of Vendee: 1

Details of Vendor	Details of Vendee
M/s Ansal Properties & Infrastructure Ltd. (PAN- AAACA0006D), a company incorporated under the Companies Act 1956, having its registered office at 115 Ansal Bhawan, 16, Kasturba Gandhi Marg, New Delhi 110001 and branch/local office at First Floor, Y.M.C.A. Campus, 13 Rana Pratap Marg, Lucknow through its authorized signatory Mr. Birendra Pratap Singh son of Late Ganga Pal Singh.	M/s. Kiara Life Spaces Private Limited (PAN-AAGCK5250K), a company registered under the Companies Act, 2013, with its office at Lakaki Compound, Shivaji Nagar, Pune 411016 through its Authorized Signatory Sushil Kumar Srivastava son of Krishna Nandan Prasad Srivastava

Sale Deed

This DEED OF SALE ("Deed") is made and executed at Lucknow on 22nd day of May, 2018.

BETWEEN

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 First Floor, Y.M.C.A. Campus, 13, Rana Pratap Marg, Lucknow through its authorized signatory Sri Birendra Pratap Singh son of Late Ganga Pal Singh authorized vide resolution dated 31.05.2010 (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.

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M/s. Kiara Life Spaces Private Limited, a company registered under the Companies Act, 1956 having its office at Lakakl Compound, Shivaji Nagar, Pune-411016 through its Authorized Signatory, Sushil Kumar Srivastava son of Krishna Nandan Prasad Srivastava authorized vide Board Resolution dated 10th April, 2018 (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.

RECITALS:

WHEREVER the Vendor/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 Vendor/Vendee shall be deemed as modified and read suitably as the context requires.

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.

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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 Pianning &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.

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 all the 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 in Uttar Pradesh, the developer has a free clear and marketable title to the property & has been authorized to transfer the units of different specifications and sizes developed by the Vendor to its transferee/s on the terms and conditions of Hi-Tech City Policy.

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The vendor is also authorized to carryout and complete 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. The vendor represents that they have paid all the rates, taxes, duties and charges pertaining to the said property up to date and is not prohibited from handing over the quiet, vacant and peaceful possession of the said Property to the vendee.

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

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. Vendor has received the approval of Building Plans vide permit no. 42588 dated 30th October 2017

AND WHEREAS, the Promoter/Owner has registered under the provisions of the Act with the Real Estate Regulatory Authority at Uttar Pradesh on 28.07.2017 under registration no. UPRERAPRM6378.

AND WHEREAS the Vendee is desirous of purchasing and after mutual discussions and negotiation, the Vendor has agreed to sell and the Vendee has agreed to purchase the Plot of Group Housing-3 in Sector-G, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.), (hereinafter referred to as "Said Plot") as described in detail in Annexure-A along with rights to construct and develop the towers/blocks on the said Land.

AND WHEREAS, the Vendor relying on the assurances and representations of the Vendee has agreed to sell the said Land

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to the Vendee for consideration of Rs. 22,90,44,136/-(Rupces Twenty Two Crores Ninety Lacs Forty Four Thousand One Hundred and Thirty Six only) and on such terms and conditions as have been agreed between the parties and recorded hereunder.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

- In lieu of the total consideration of 22,90,44,136/- (Rupees Twenty Two Crores Ninety Lacs Forty Four Thousand One Hundred and Thirty Six only), the Vendor hereby sells, conveys and transfers the said Plot of Group Housing-3 in Sector-G, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.), in the Project annexed herewith and marked in layout plan annexed herewith as Annexure-B 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. It is agreed between the parties hereto that the consideration for purchase of this land shall be 22,90,44,136/- (Rupees Twenty Two Crores Ninety Lacs Forty Four Thousand One Hundred and Thirty Six only).
- 3. The Vendor has already sold total area admeasuring 1,35,545 sq. ft. (12592 sq mtrs) against a total sale consideration amounting Rs. 44,67,08,162/- (Rupees Forty Four Crore, Sixty Seven lakhs, Eight Thousand, One hundred and sixty two only) and out of the said total consideration, the Vendor has already received part consideration against these units amounting Rs. 15,66,53,311/- (Rupees Fifteen crore, Sixty Six Lakh, Fifty Three thousand, three hundred and eleven only).

4. It is agreed between the parties hereto that the Vendor has already received Rs. 15,66,53,311/-(Rupees Fifteen Crore Sixty Six Lakh Fifty Three Thousand, Three Hundred and Eleven Only) from prospective buyers & Rs. 5,06,64,600/- (Rupees Five Crores Six Lakhs Sixty Four Thousand and Six Hundred only) from the Vendee, hence this amount is deducted from the total

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consideration, thus the net consideration payable by the vendee is Rs. 2,17,26,225/- (Rupees Two Crores Seventeen Lakhs Twenty Six Thousand Two Hundred and Twenty Five only), herein after referred as "net consideration'; which shall be payable, after deduction of applicable tax as per the agreed schedule.

- 5. The Vendee shall pay such refund / interest / penalty, as the case may be to those buyers who shall opt for refund or does not wish to continue their booking in the project.
- 6. It is agreed between the parties hereto it will be sole responsibility and liability of the Vendee to complete the entire construction of said property as per agreed specification and standard at its own costs and expenses.
- 7. It is agreed between the parties hereto, the Vendee alone shall be liable and responsible to get/ procure any revised plan, sanction, approval etc at its own costs for which the Vendor shall facilitate and co-operate. Liability and responsibility to get the completion certificate shall be of the Vendee only in its own name and at its own costs alter completion of the project in accordance with agreed layout and specifications.
- 8. That as per agreed payment schedule and providing the postdated cheque/s by the Vendee for the balance installments as per their respective due dates in favour of the Vendor. It is agreed that in case of nonpayment of balance installments/ dishonor of cheques given for balance installments, the sale deed executed in favour of the Vendee shall automatically stand null and void. It is also agreed that the cost of execution and registration of such sale deed including stamp duty and other misc. charges, if any shall be borne by the Vendee only.
- 9. The power connection from the sub-station located within the project to the blocks will be taken by the Vendee on its own cost and developer shall facilitate. The expenses incurred in conductors, transformers, meters, and all the connected equipments shall be borne by the Vendee itself.
- 10. Maintenance charges as per Hi-Tech Township policy admissible

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to all other allottees will also be paid by the Vendee / occupant/ owner of the apartments to the Vendor or any Agency/Company nominated by the Vendor at the rate decided by the Vendor or its nominated Agency/Company. The Vendee shall incorporate a clause of maintenance in its agreements with Its allottees/ buyers etc. stating that the such allottee / buyer of the unit unconditionally agrees and undertakes to pay necessary maintenance charges from the date when possession is offered to him/her/them, as determined by the Vendor or its nominees towards maintenance of water supply, electricity, parks, open spaces, roads, cleaning and sweeping, street lights, sewer, storm drain etc. and for maintenance various value added services until the services are handed over to the respective government agency(ies)/local body. The allottee/buyer of the unit shall deposit with the Vendor a sum as decided by the Vendor by way of interest free security to ensure timely payment of maintenance charges. The amount will be payable by the allottee/buyer of the unit and will be paid at the time when possession is offered or sale deed is executed, whichever is earlier. However, the maintenance charges shall become payable from the date of offer of possession.

- 11. The Vendee will be liable to pay the maintenance charge to the nominated agency @ Rs. 0.25 per sq ft per quarter in advance for the FSI area from the date of possession of the allocated site for construction of building block 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.
- 12. That the vendee shall not utilize the FAR area in excess to 286305.17 Sq. Ft./26,598.40 sq. mtr. for construction purpose without prior permission from the Vendor.
- 13. 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.
- 14. The buildable area i.e. the FSI area calculations are as permissible within the bye-laws. The final area calculated as per the Sanctioned Drawings shall be binding and acceptable by both

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the parties for payment and construction purpose.

- 15. The Vendee shall strictly follow the norms of Ground Coverage & FAR and elevations as defined in the approved plan. The Vendee shall maintain the outer elevation of the building as designed by the Vendor.
- 16. The Vendee shall get the fire, and other clearances at site done at its own cost & expenses, The building will be planned and designed by the Vendee as per by-laws and submission plan shall be provided to Ansal API which will be submitted to LDA and got approved. However, any objections raised by authorities during scrutiny of plans have to be addressed by Vendee only.
- 17. The fire and other clearance for the building for the purpose of completion certificate shall be obtained by the Vendee only at its own cost and expenses. The initial fire clearance will also be obtained by the Vendee only or if the Vendee so requires, the Vendor will facilitate.
- 18. The Vendee shall endeavor to complete the construction of the towers as per the time period provided in the approved plans, subject to force majeure conditions., Vendee also agrees to comply with all the conditions as will be applicable as standard terms applicable to an allottee under the Hi-Tech Township Policy and also agrees to comply with the conditions as laid down by the Central and State Government from time to time.
- 19. After the township is handed over to local body or even if before it whenever any tax is imposed the same shall be payable by the Vendee/ allottee/occupant/owner of the apartments.
- 20. The draft of flat buyer agreements/lease deed documents between the Vendee and its allottees/lessees will be got approved by the Vendor before it is formally signed and executed.
- 21. The Vendee shall utilize the said land for construction and development of a group housing tower on the said Land as per approved/sanctioned building plans and shall not, in any circumstances whatsoever, carry out construction over the said

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Land 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/blocks on the said Land. No alteration or modifications of building plans shall be permitted.

- 22. 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. The Vendor shall, if required, obtain the permissions /NOC's from the requisite authorities for the sale of the said property to the Vendee.
- 23. All dues, demands, charges, duties, liabilities, taxes, cess, levies including property tax etc. and any other outgoings in respect of the said Land or towers/blocks or units, arising after the execution of this deed but not past outstanding dues prior to the execution of this deed, 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 ail dues, demands, charges, duties, liabilities, taxes, cess, levies and any other outgoings demanded/imposed by the authorities in respect of the Project/Township.
- 24. The Vendee, further agrees to pay on pro-rata basis, charges or any increase thereof payable by the Vendor to the competent authorities on account of levy/enhancement of external development charges and/or charges of infrastructural works and/or provisioning of additional /better facility(ies) such as

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installation of effluent treatment plant, additional fire safety measures, increases in all types of securities/fees to be paid for various facilities such as including and not limited to payment of deposits/ charges and increase thereof for bulk supply of electrical energy, augmentation charges for augmentation of major infrastructure projects, development of any sector roads, state/national highways, transport, irrigation facilities, power facilities, environment conservation schemes, laying of sewer lines, storm water drainage, over-head water tanks, if required, as per the demands raised by the Vendor.

- 25. The Vendee shall at its own costs and expenses complete the construction of towers/blocks on the said Plot within the time provided in the approved plan failing which the Vendee shall be liable and responsible for all consequences, whether penal or otherwise including, resulting from delay in completion of construction.
- 26. 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 them while undertaking construction on the said Land.
- 27. The mining permissions and completion certificate in respect of construction of the towers 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 towers thereon as may be required by the Vendor/competent authority.
- 28. 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



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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.

- 29. The Vendee shall at its own costs and expenses obtain connections for electricity, water and other utilities for the towers / blocks constructed on the said Land and shall connect / join the same with the main lines / connections in the Project.
- 30. 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/blocks/towers.
- 31. The Vendee shall adhere to the relevant policies, codes and guidelines relating to disaster management in the development and construction of the towers/blocks on the said Land. Further, the Vendee shall submit to the Vendor various certificates /
- documents as may be required by the Vention in respect of construction and development of the towers/blocks 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.
- 32. 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. Further, the Vendee shall not keep any material in the common areas of the Project and shall ensure disposal of all

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malba/construction material as per instructions/guidelines of the Vendor.

- 33. 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.
- 34. The Vendee shall be entitled to book, allot and sell units in the towers constructed and receive/collect consideration in lieu thereof.
- 35. 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 *Cormat* 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.

36. In case any club facility is developed by the Vendor/its nominee in the Project then access to and usage of same shall be subject to payment of requisite charges and fees and execution of necessary forms, application and documents as the Vendor/its nominee or club management agency requires.

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- The said Land hereby sold to the Vendee is part of the Project 37. and thus all the rules and regulations framed by the Vendor/its nominee agencies for the Project regarding building layout, use maintenance of common areas, and community areas, construction development, and colour scheme Of . the towers/complex etc. shall be strictly followed by the Vendee without any objections. The Vendee shall ensure that all the occupants and allottees of the towers/blocks 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 towers/blocks. 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. 603
- 38. The Vendee shall not assign, sell, convey or transfer in any manner whatsoever the said Land and Permitted FSI and/or its rights and entitlements under this Deed to any third party. However, in the event the Vendee intends to sell and transfer the said Land with Permitted FSI to any third party then it shall seek prior written permission of the Vendor. The Vendor may or may not agree to and permit such transfer. However, where transfer of the said Land is permitted by the Vendor then such transfer shall be subject to payment of administrative charges and compliance of other terms as may be laid down by the Vendor. The terms and conditions of this Deed shall be

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applicable to and binding on such transferees/vendees and the Vendee shall incorporate appropriate provisions in this regard in the transfer/sale documents of such transferees/vendees.

- 39. 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.
- The said Land is free from all kinds of encumbrances, disputes, 40. litigation, acquisition, requisition, attachments, decree of any court, demands, claims, liabilities, and notices. The Vendor hereby represents that the said Property or any part thereof is not subject matter of any litigation or proceedings and the same is not attached or sold or sought to be sold in whole or in portion in any court or other Civil or Revenue or other proceedings and not subject to any attachments by the process of the Courts or in possession or custody by any Receiver, Judicial or Revenue court or any officer thereof or there is no notice of acquisition or requisition in respect of the said Property. The Vendor further represents that there is no subsisting agreement or arrangement to sell or otherwise for the said property or part thereof with anyone else and no Power of Attorney has been executed in favour of any third party to deal with the said property or part thereof.

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- 41. 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:
 - 41.1. Acts or omissions of employees, agents, representatives of the Vendee; and/or
 - 41.2. delay in completion of construction; and/or
 - 41.3 use of the said Land/towers in contravention of the permissible use; and/or
 - 41.4.defective construction or use of material of inferior quality; and/or
 - 41.5. breach of applicable laws and policies; and/or
 - 41.6.breach of rules and regulations prescribed by the Vendor/its agencies; and/or
 - 41.7.violation of terms of permissions, approvals and sanctions issued by the competent authorities; and/or
 - 41.8. non-payment of applicable charges, taxes, levies etc; and/or
 - 41.9.disputes with any prospective allottees or its employees or any third party.
- 42. 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.

43. 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

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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.

- 44. The Vendor has handed over copies of all title related documents to the Vendee to its satisfaction.
- 45. 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.
- 46. 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.
- 47. 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 memorandum of understanding dated 8th April 2017 executed between them. The Vendee shall construct and not utilize the FAR area in excess to <u>286305.17</u> Sq. Ft./ <u>26,598.40</u> sq. mtr..
- 48. 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 /

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communication in the course of transmission if sent via certified or registered mail.

- 49. 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.
- 50. That the property is situated in the Sushant Golf City and more than 100 meter away from Sultanpur Road and Amar Shaheed Path and nothing is constructed on said land. The said property is situated on 45.00 mtr. wide road for which the Circle Rate fixed as Rs. 20,000/- per sq.mtr., and it is also at corner hence after 10% enhancement applicable circle rate is Rs. 22,000/- per sq. mtr. The area of the said property is 10,666.84 square meters, Market value of the land area 1000 sq.mtr. at the rate of Rs.22,000/- comes to Rs.2,20,00,000/-. Market value of remaining area 9666.84 sq.mtr. Calculated @ 15,400/- per sq. mtr. which comes to Rs. 14,88,69,336/-. Hence the total Market value of the property comes to Rs. 17,33,21,324/-. Since the Sale consideration of property is 22,90,44,136/-/- (Rupees Twenty Two Crores Ninety Lacs Forty Four Thousand One Hundred and Thirty Six only)which is higher than the market value, therefore the stamp value will be calculated on sale consideration which comes to Rs. 1,60,33,500/- has been paid by the vendee through E-stamp accordingly.

SCHEDULE OF PROPERTY

Plot for Group Housing-3, in Sector-G, Situated at Sushant Golf City, Sultanpur Road, Lucknow, (U.P.) which is bounded as under:-

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BOUNDARIES OF TOWER

South East – Others Property South West – Others Property North East – 30.00 Mtr Wide Road North West – 45.00 Mtr Wide Road

SCHEDULE OF PAYMENT

- 1. Rs. (20,73,17,911/- Only) already paid by the Vendee to the Vendor. An amount of Rs. 15,66,53,311/- received from the buyers has been accounted for in the said amount of Rs.20,73,17,911/- .
- 2. Vendee shall deduct tax wherever applicable and provide the required certificate to the vendor within reasonable time.
- 3. Vendor has received Post Dated cheque no. 000034 dated 31st May, 2018 amounting Rs.67,87,044/- (Rupees Sixty Seven Lakhs, Eighty Seven Thousand, and Forty Four Only) (net of tax deducted at source) drawn on COFC bank Limited from Vendee.
- Vendor has received Post Dated cheque no. 000035 dated 31st July, 2018 amounting Rs.67,87,044/- (Rupees Sixty Seven Lakhs, Eighty Seven Thousand, and Forty Four Only) (net of Tax deducted at source) drawn on HDFC Bank Limited from Vendee.
- Vendor has received Post Dated cheque no. 000036 dated 30th September, 2018 amounting Rs.67,87,044/- (Rupees Sixty Seven Lakhs, Eighty Seven Thousand, and Forty Four Only) (net of tax deducted at source) drawn on HDFC Bank Limited from Vendee.

Thus Vendor has received 22,90,44,136/- (Rupees Twenty Two Crores Ninety Lacs Forty Four Thousand One Hundred and Thirty Six only) from the Vendee the receipt of which is acknowledged by the Vendor.

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विक्रम पत्र

प्रतिफल- 229014128 स्टाउम शुल्क- 16033500 जाजारी मूल्य - 173321324 पंजीकरण शुल्क - 20000 प्रतितिभिकरण शुल्क - 120 खोग : 20120

क्रां कियास लाइक स्पेसेंस प्राइवेट लिशिटेड 'होस

त्तुशील कुमार श्रीवास्ताव अधिकृत पदाधिकारी/ प्रतिविधि पुषः श्री कृष्टणा मंद्रात वर्षणा श्रीवरूगाः। व्यवस्तयः औवभी

निवासी, अवकी कंगाउंड शिलाजी नगर पुणे अस्पर्धात

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सुशील कुलार श्वेवास्ताव अधिकृत पदाधिकारी/ प्रतिनिधि



रजिस्ट्रीवरण अधिकारी भेर हस्ताक्षर যাও নীও গি 34 निवंधुळ संत**्रे**प्रथम लखनऊ



5/22/2018 2:21 PM

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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.

inges & ministructure f.id. WITNESSES: Ansalé Wich and atory VENDOR NISHANT KUMAL STO HAR SAHAI. 342/17, Shanker Kunj, Naubasta, Luck 1010-226003





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Jh Jor Kiera Life Spaces put Itd. Authorized signatory VENDEE

Typed by: (Rat Sanehi)

Drafteg

(Vishwanath Yadav)

Advocate Civil Court, Lucknow ١.

जिल्पादन लेखपत्र बाद क्रुनने व सलझाने अजगुन व प्राप्त धलगर्ड्ख र प्रतेखान्द्रसार ठक धिक्रेताः १ श्री अंसल प्रोपर्टील एंड इन्यक्षर लिए के तास बिलेल्ड्र प्रताग सिंह , पुत्र श्री कंगा भारत स्तिह िलासी: 13 सम्प्र संसाध मार्ग लखनक <u>व्यवसायः ज</u>ीकरी केलाः (की किस्तर) ताड़फ स्पेसेरा प्राइयेट लिमिटेड के ढार। रहुशोल कुभार शीवास्तव , पुत्र श्री कृष्णा अंदन प्रसाद श्रीयांस्दव निवासी: सक्येषे दलाउँड शिवाजी लगर पुणे -411016 त्याधस्त्रयः लौकरी जे निष्णाक्षम स्वीकार किया । जिनकी पहचान ιŕΪ षद्वचलकर्ताः : 1 क्षी जिशांत कुमार , पुत्र श्री (स सहार) शिवासी: 342/17 शंकरकुच्छ वॉवसला लखनङ ्य<u>वस्तानः जीकर्</u>ष पहुंचानकर्ता : 3 श्री अन्नमत्। अली, अधियकषु जिवासी: स्रिविल भो নহুবস।গ্র: বন্যপর্ঞ रजिस्ट्रीवन्णु अधिवतरी के स्थ्ताधार ते की 4 प्रत्यक्षत आधुकियों थे। तिशाव अंग्रेवे तियज्ञानुसद लिएँ शर है वींधे θĐ ्रिबईस्ट : शहर प्रशम ्टिष्मणी : *ই*মিডালাত

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बही संख्या । जिल्द संख्या 23983 के पृष्ठ 97 से 140 तक क्रमांक 10771 पर दिलॉक 22/05/2018 को रजिस्ट्रीकृत किया गया।

रजिल्ट्रीकरण अधिकारी के हस्ताक्षर थस0 बी0 अिं उप निर्वाधकों: सदर्रोप्रथम į <u>রু</u>জন্গুরু