

# 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-UP05864259223411R

: 30-Mar-2019 02:35 PM

: SHCIL (FI)/ upshcii01/ SAROJINI NAGAR/ UP-LKN

SUBIN-UPUPSHCIL0106990175646291R

: MS TULIP HOUSING

Article 5 Agreement or Memorandum of an agreement

: UNDIVIDED SHARE OF LAND FOR TOWER-3 AT PAARTH NU,

GOMTI NAGAR EXTENSION, LUCKNOW.

: MS PAARTH INFRABUILD PRIVATE LIMITED

: MS TULIP HOUSING

: MS TULIP HOUSING

28,00,000

(Twenty Eight Lakh only)





Please write or type below this line ---



Paarth Infrabuild Pvt. L.

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For TULIP HOUSING

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भारतीय गेर न्यायिक एक सो रुपये Rs. 100 UD HUNDRED RUPE

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HUNDRED RUPEES

उत्तर प्रदेश UTTAR PRADESH

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## BRIEF DETAIL

1. Type of property

2. Mohalla

3. Property Details

Commercial / Institutional

Ahmamau/Gomti Nagar Extension Undivided Share of Land for Tower

3 at Paarth NU, Gomti Nagar

Extension, Lucknow

4. Measurement Unit

Square Meter

5. Area of Property :

FSI Area 1,26,852.00 Sq. Ft. (3954.65 sq. mtr. and usable space

2380.86 sq. mtr.)

Situation of Road

Away from Amar Shaheed Path and

Sultanpur Road.

Paarth Infrabuild Pvt. Ltd.

Authorised Signatory

For TULIP HOUSING

Partner

7. Other Description : Situated at 45 Mtrs. wide road

8. Constructed area : N.A.

9. Sale Consideration : Rs. 14,00,00,000/-

10. Advance Rs. 1,57,00,000/-

11. Stamp Duty : Rs. 28,00,100/-

No. of First Party: 1  Details of First Party/First Party		No. of Second Party: 1  Details of Second Party/Second Party	

### AGREEMENT TO SELL (WITHOUT POSSESSION)

THIS AGREEMENT TO SELL is executed at Lucknow on this 30th day of March, 2019.

#### RETWEEN

M/s Paarth Infrabuild Pvt. Ltd., a company registered under the Companies Act, 1956 having its office at 311-315, 3<sup>rd</sup> Floor Naurang House, 21 Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Vikram Shukla S/o Shri Vinod Shukla, R/o House No. 38 A, Samta Nagar, Sector -11, Indira Nagar, Lucknow -226016 authorized vide Board Resolution dated 01<sup>st</sup> Dec 2015 (hereinafter referred to as the "FIRST PARTY/ Paarth Infrabuild Pvt. Ltd.", which expression shall, unless repugnant to the context

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Authorised Signatory

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Partner

or meaning thereof shall mean and include its representatives, successor-in-interest and permitted assigns), of the **ONE PART**.

### AND

M/s Tulip Housing, a firm registered under the partnership Act, having its registered office at 2A/5 Gokhale Marg, Lucknow U.P. through its Partner Mr. Ajendra Kumar Rastogi, (hereinafter referred to as the "SECOND PARTY", which expression, unless repugnant to the context or meaning thereof, shall mean & include its authorized representatives, successors-in-interest and permitted assignees,) of the OTHER PART.

First Party and Second Party are hereinafter individually referred to as the "Party" or as such and collectively referred to as the "Parties".

- a. (i) M/s Paarth Infrabuild Private Limited owns the Project land admeasuring 1,26,852.00 Sq.Ft. (3954.65 sq. mtr. and usable space 2380.86 sq. mtr.) situated at Village Ahmamau, Tehsil Sarojni Nagar and District- Lucknow, Uttar Pradesh ("Total Land").
  - (ii) The Company had purchased the said land through different Registered sale deeds and the name of the company are duly mutated in the land revenue records for development of the comprising Land Total the Project commercial developments, Commercial/Institutional developments, common areas, common facilities etc. and in terms thereof the Company in undertaking development of the Project, and common services will be developed by both the parties as per agreed infrastructure plan. The Company and the Developer are collectively the Promoters of the Project as per requirements of Real Estate (Regulation; and Development) Act, 2016.
  - b. The layout plan of the Project has been approved by Lucknow Development Authority vide bearing no. 38814 Dated 21.09.2015.

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For TULIP HOUSING

Partner

- e. The Lucknow Development Authority has granted the commencement certificate to develop the Project/Project vide approval dated 21.09.2015 bearing registration no. 38814; If second party wants to revise the building plan then any reduction in the allocated area is not allowed whereas any increase shall be charged by first party on the above mentioned rates.
- d. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Lucknow Development Authority.
  - e. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
  - f. That the First party has acquired the land of Tower 3 at Paarth NU, Gomti Nagar Extension, Lucknow, and further the First Party has been authorized to negotiate and transfer the undivided share of land in favour of one or more consortium member(s) and accordingly, as per its powers and on mutual covenants, agreed to transfer undivided share of land admeasuring 3954.65 sq. mtr. and usable space 2380.86 sq. mtr. Sq. Mt., under Tower 3 at Paarth NU, Sector-7, Gomti Nagar Extension, Lucknow, (hereinafter referred to as "Subject Land), in favour of the Second Party, as marked and detailed in "Annexure -1".
  - g. The permissible FSI is available on the Subject Land as per the bye-laws.
  - h. On mutual covenants, the First Party has agreed to transfer Subject Land and Second Party has agreed to acquire the same on payment of total consideration of Rs. 14,00,00,000/-(Rupees Fourteen Crores Only).
- i. The Parties hereby confirm that they are signing this Agreement to Sale with full knowledge of all applicable laws, rules, regulations, notifications, etc., applicable to the Project.
- j. The Second Party shall carryout the due diligence of the Subject land to its complete satisfaction prior to execution of Sale Deed of the UDS Area of the Subject land

Paarth Infrabuild Pvt. Ltm.

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AND WHEREAS The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

# NOW, THEREFORE, THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

- Representations, warranties and assurances:
  - (i) First Party represents that it is duly incorporated, organized and validly existing, and has full legal power and authority to transfer Subject Land in favor of the Second Party.
  - (ii) Second Party represents that it is duly incorporated, organized and validly existing, and has full legal power and authority to acquire Subject Land from the First Party, on payment of agreed total consideration.
  - (iii) Parties represents that they/it have/ has full power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, in continuation of their earlier arrangements. The execution, delivery and performance of this Agreement by either Party have been authorized by all necessary actions, and do not and will not (i) require any Consents, except for such consents and approvals as have already been obtained, (ii) violate any applicable law.
  - (iv) That this Agreement is a legal, valid and binding obligation of each other Parties, enforceable against either Party in accordance with its terms.
  - (v) Each of the Party represent that they have ensured and shall ensure that all details, information, and communication with or without attachments reflect true and correct information as regard to the subject matter of this Agreement.
  - (vi) First Party represents that permitted use for the Subject Land has already been earmarked as 'Commercial / Institutional' in the approved layout plan of the Township and as per the current applicable building Bye laws and The Second party shall not be obligated to pay any amount towards the

Paarth Infrabuild Pvt. Ltd

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For THLIP HOUSING

conversion charges paid or payable in the aforesaid conversion, however Second Party shall be liable to bear costs/fee/expenses for lay out approval, electricity connection, water connection and site service development charges etc.

- The Second Party has paid Rs 1,57,00,000/- (Rupees One Crore Fifty Seven Lacs Only) till the date of execution of this Agreement, being part of total consideration in the manner provided here:-
  - 1. Rs. 51,00,000 vide Chq. No. 721990 dated 17/10/2018
  - 2. Rs. 20,00,000 vide Chq. No. 721995 dated 18/12/2018
  - 3. Rs. 50,00,000 vide Chq. No. 721997 dated 01/02/2019
  - 4. Rs. 36,00,000 vide Chq. No. 762302 dated 05/03/2019 That against the above mentioned sale consideration the second party shall make the following:-
  - a. The First party may buying back an FSI Area from of equivalent to 13197.18 sq. ft. an amount of Rs. 4,68,50,000/- in the constructed Project from the second party and the this amount of Rs. 4,68,50,000/- is being adjusted in the FSI Cost Payable by the Second Party to the First Party.
  - The second party has already paid Rs. 1,57,00,000/- as Initial Deposit.
  - Hence Rs. 7,74,50,000/- payable as per payment schedule annexed starting from 30th April 2019.
- The Second party agrees to allot entire 2<sup>nd</sup> Floor to the first party as buy back. Further the balance area may be allotted to the first party on 11<sup>th</sup> Floors.
- 4. The Second Party agrees to handover the possession of this "Buyback Area" to the First Party in the constructed Project within a period of 50 months from signing of this agreement to sell. In case of delay the Second Party shall pay an interest @18% p.a. to the First Party for the period of delay. If the delay period is more than one year then the First Party reserves the right to exit from the Project at its discretion. In such scenario Second Party will pay an amount equivalent to the Buyback Value plus interest @18% from 1st April 2020 onwards.

Paarth Infrabuild Pvt. Luc

Authorised Signator

For TULIP HOT VING

- That the First Party covenants with the Second Party that in case, the above mentioned Subject Land or part thereof is to be cleared/acquired and any cost involved shall be paid by the First Party.
- The Second Party shall pay the balance consideration of Rs. 9,31,50,000/- (Rupees Nine Crore Thirty One Lac Fifty Thousand Only) as per payment schedule mentioned in the foot of this agreement.
- 7. In case the Second Party fails / delays or neglects to make the payment of consecutive 3 installments as per the schedule mentioned herein above, it shall be liable to pay interest calculated @ 18% p.a. for the period of delay. First Party at its own discretion may terminate the deal in case of delay of payment of aforementioned installment and forfeit the 10% of the paid amount.
- 8. That Sale/Marketing right is being given to the Second Party.
- 9. That the First Party shall execute the sale deed in respect of the Subject Land, whose boundaries are given at the foot of this agreement, in favor of the Second Party, after payment of the balance amount to the satisfaction of First Party.
- 10. The Second Party 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 at the subject land shall be obtained by it at its own costs and expenses. It is clarified that such costs are exclusive of the consideration agreed for transfer of Subject Land as per this Agreement.
- The first party shall provide a clear passage to second party for carry out its smooth construction activity.
- 12. The Second Party shall not without the consent of the First Party do or suffer anything to be done in or on the Subject Land which may tend to cause damage to any other structures adjacent to the Subject Land or hampers/obstructs other construction activities being carried out in the Project. Further, the Second Party shall not keep any material in the common areas and shall ensure disposal of all malba/construction

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material as per instructions/guidelines of the First Party after the completion of the residential project at its own cost and expenses.

- 13. The First Party agrees that all dues, demands, charges, duties, liabilities, taxes, cess, including property tax etc. and any other outgoings in respect of the Subject Land upto the date of registration of sale deed of the Subject land, irrespective of the time when such demand is made, as demanded / imposed by the Lucknow Nagar Nigam Lucknow, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the First Party to the absolute exclusion of the Second Party and/or allottees, as the case may be.
- 14. The Second Party agrees that all dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. and any other outgoings in respect of the Subject Land for the period starting from the date of registration of sale Deed as demanded/imposed by the Lucknow Nagar Nigam, Lucknow Development Authority, any State or Central Government or any other authorities shall be borne and paid by the Second Party to the absolute exclusion of the First Party. Further, Second party also agrees that it shall keep First Party indemnified against any exclusions and/or non-payment of aforesaid dues, demands, charges, duties, liabilities, taxes, CESS including property tax etc. and any other outgoings in respect of the Subject Land.
- 15. That if the First party does not execute the sale deed despite entire payment towards Sales Consideration and subject to the fulfillment of all the terms and conditions mentioned herein in favour of the Second Party within the stipulated period, the Second Party may get the Sale Deed executed through court of law at the cost and expenses of the First Party provided the Second Party has fulfilled all its obligations as mentioned herein the agreement.
- 16. The Second Party shall develop the Subject Land as per the norms and bye laws of the governing authority by utilizing the permitted FAR strictly in adherence and in accordance with the Sanctioned building plans.

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Authorised Signatory

For TULIP HOUSE IS

- 17. The Second Party shall strictly follow the norms of Ground Coverage & FAR and elevations as defined in the approved / sanctioned plan failing which all liabilities whether civil or criminal shall be solely borne by the Second Party. The Second Party shall also indemnify, the First Party, from all the damages & losses, of any nature, that are inflicted upon the first party on account of above mentioned deviation(s).
- 18. That the Parties confirm and declare that no part of this transaction falls within the definition of 'Benami transactions' as given in amended section 2(9) (A) of the Benami Transactions (Prohibition) Act 1988 and that the transaction is well within the purview of the permitted transactions defined thereunder and if found otherwise in future then the defaulting party shall indemnify to other for all such losses caused due to such misrepresentation.
- 19. The maintenance and management of common areas and amenities in the Subject Land shall be the responsibility of the Second Party. The maintenance and management of other areas and amenities in the township (except that of the Subject Land) shall be carried out by the First Party/its nominees. The Second Party shall execute and/or cause the Allottees of units, as the case may be, to execute a separate maintenance agreement with the First Party/nominated agency, if required by the First Party /nominee agency which be called as "Township Maintenance Agreement" subject to such terms as may be mutually agreed between the parties at the relevant time.
- That the second party will always keep clean and maintain the area use by him during construction period.
- 21. The fire and all other clearance for the proposed project for the purpose of completion certificate shall be obtained by the second party solely at its own cost and expenses. The Second Party shall on its own cost obtain and procure and keep renewed such permissions and approvals as are required and specified by the applicable laws, for the time being in force.
- The Second Party shall abide by provisions of the law, rules, policies and regulations in force and applicable to the Subject

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For TULIP HOUSING
Partner

undivided share of Land / Project and as applicable to Project at any time including any amendments and modifications thereof. Further, the Second Party shall also comply with the terms and conditions of various policies, licenses, approvals and sanctions granted/issued by the competent authorities in respect of the Subject undivided share of Land/Project.

- 23. The Second Party shall be liable and responsible for adherence and compliance of all applicable norms and law with respect to Subject land and of Project and shall keep harmless and indemnified the First Party from the liabilities, as may arise, from violation(s) or non-compliance(s) as well any claim by allottees/ buyers or any penalties by Government Authorities in relation to the Subject Land or the project undertaken by the Second Party. It is agreed by Parties and confirmed by the Second Party that pursuant to this Agreement, any claim, dispute or consequences arising out of further assignment/allotment/ sale of Subject land or constructed unit by the Second Party on the Subject land shall be exclusive liability of the Second Party without affecting the First Party in any manner, whatsoever.
- 24. The Second Party shall indemnify, defend and keep the First Party harmless against any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually (or as may be) suffered or incurred by the First Party howsoever, arising out of a breach by the Second Party of any of its obligations qua the subject property under applicable laws including the RERA and the subsequent state rules.
- 25. All the costs towards designing, renewal/ revision of layout, sanctioning, construction, development & completion of the proposed project shall exclusively be incurred by the Second Party and it shall be solely responsible for obtaining the completion certificate from the concerned authorities.
- All services to be laid on the Subject Land and proposed project shall be in the scope of responsibility of Second Party.
- 27. The power connection from the nearest sub-station located to/within the Subject land / project i.e. Tower 3 at Paarth NU, Sector-7, Gomti Nagar Extension, Lucknow will be taken by the

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For TULIP HIT TO

Second Party on its own cost and the First Party shall facilitate the same. The expenses incurred in conductors, transformers, meters, and all the connected equipment's shall be borne by the Second Party solely.

- 28. The First Party shall facilitate the sanctions of plans including revision, if required. The Second Party shall be responsible to deposit the requisite fee of LDA and bear all other expenses incurred for the approval. The Second Party shall obtain the fire and other clearances at site done at its own costs. Any objections, raised by the LDA /other authorities during scrutiny of plans, shall be addressed by the Second Party solely, at its own costs. However, if any objections, not attributable to second party, are raised by LDA / any other authority, with respect to the layout of the township then it shall be addressed by the First party at its own cost.
- 29. Second Party will pay for all services connection of building(s) of residential project to trunk services of the colony as per demand raised by the First Party or its nominated agency and connections shall be provided only after making full payment against the demands raised by First Party or its nominated agency. Second Party shall take all necessary approvals from all concerned departments and shall keep the first party indemnified of all responsibilities as laid down in any statute.
- 30. The Second Party shall at its own costs and expenses obtain connections for electricity, water and other utilities, from the nearest possible source, for the towers constructed on the said undivided share of Land and shall connect/join the same with the main lines/connections in the Project. The power connection from the nearest sub-station located near the Subject land will be taken by the Second Party on its own cost and the First Party shall facilitate. The expenses incurred in conductors, transformers, meters, and all the connected equipment's shall be borne by the Second Party itself. The Second Party shall be liable to pay the expenses incurred for the electricity connection to the extent from the nearest sub-station situated near the said tower/block herein mentioned above.
- 31. The Power and Service connection to the Subject Land shall have to be provided by the First Party before start of the

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Authorised Signator

For TUDIP HOUSE C

- construction and cost of connection charges will be borne by the Second Party only as applicable as may be demanded by the First Party or its assignee or nominated agency.
- 32. That the parties covenant to do all such acts and things which may be required to be done in respect of this agreement. All costs, charges and expenses including the stamp duty, registration fees and other incidental charges towards this Deed and all other deed/ documents in relation thereto including sale deed shall be paid by the Second Party only.
- 33. That the physical possession of the Subject Land is not being transferred with this ATS.
- 34. That total sale consideration is Rs. 14,00,00,000/- on which 2% stamp duty Rs. 28,00,000 + 100 = Rs. 28,00,100/- shall be paid by Second Party. However at the time of execution of Sale Deed, if any TDS is deducted and same shall be adjusted from the Credit Notes issued by the First Party.
- 35. 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 working day of the putting the notice/communication in the course of transmission if sent via speed post or registered mail.
- 36. In the event of any dispute of difference arising between the parties in any manner relating to, or concerning, or arising out under subject matter of this Agreement, the matter shall be referred before mutually appointed Sole Arbitrator for arbitration in terms of Arbitration & Conciliation Act, 1996 and its amendments from time to time whose decision shall be final and binding upon parties. The arbitration proceeding shall be conducted in accordance with the Arbitration & Conciliation Act, 1996. The arbitration proceeding shall be held at Lucknow only. This clause shall survive even if this Agreement becomes inoperative or void on account of breach of any Terms &

Paarth Infrabuild Pvt. Lul

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Conditions mentioned herein by either of the Parties or any other person.

- 37. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties. The Parties hereto consider the restrictions contained to be reasonable as to protect their interests and rights.
- 38. Each Party shall co-operate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested by the other Party from time to time in order to carry out, give effect to, and for the intended purpose of this Agreement.
- 39. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject-matter of this Agreement and merges all prior discussions between them and neither of the Parties shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided in this Agreement as duly set forth or subsequent to the date in writing and signed by a proper and duly authorized representative of the Party to be bound thereby.
- 40. Save where this Agreement expressly provides, neither Party shall be deemed to have waived any right, power, privilege or remedy under this Agreement unless such Party has delivered to the other Party a written waiver signed by an authorized officer of such waiving Party. No failure or delay on the part of either Party in exercising any right, power, privilege or remedy hereunder shall operates a waiver, default or acquiescence thereof, nor shall any waiver on the part of either Party of any right, power, privilege or remedy hereunder operate as a waiver of any other right, power, privilege or remedy, nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any other or further exercise

Paarth Infrabuild Pvt. Ltd.

Authorised Signatory

thereof or the exercise of any other right, power, privilege or remedy hereunder.

- Any failure by either Party to carry out any of its obligations shall not be deemed to be a breach of this agreement, if such failure is caused by a force majeure event. For the purposes of this agreement, the force majeure event shall include, inter alia, computer network failure, strikes, lockouts, boycotts, embargoes, governmental restrictions, delays from the side of government authorities/bodies, wars, war-like actions, civil commotion, riots, uprising, revolutions, epidemics, fires, floods, storms, earthquakes, other natural occurrence or any other event beyond the control of such Party. The performance of the Parties' obligations shall be suspended for as long as the force majeure event continues to exist.
- 42. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party.
- 43. Neither of the Parties hereto shall be entitled to assign this Agreement, or any of their rights, powers, obligations and/or duties hereunder without the prior written consent of the other Party.
- No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by both Parties.
- 45. This Deed shall be governed by the laws as applicable in state of Uttar Pradesh and the courts at Lucknow shall have exclusive jurisdiction to adjudicate upon all matters/issues arising out of/related to this Deed or transactions set out in this Deed.

## DESCRIPTION OF THE PROPERTY

Undivided Share of Land admeasuring 3954.65 sq. mtr. and usable space 2380.86 sq. mtr. for Tower 3 Part of Khasra No. 18,19, 20, 21 and 22 at Paarth NU, Sector-7, Gomti Nagar Extension, Lucknow is bounded as under:-

Paarth Infrabuild Pvt. Lid.

Authorised Signator

For TULIP HOUSING

### BOUNDARIES

North:

Tower 2

South:

Green

East :

Green

West:

Driveway

### PAYMENT SCHEDULE

SI.No.	Remarks	Due Date	Basic Cost D
		(On or Before)	
1	Amount Paid as on date		1,57,00,000
2	Within 1 month from the date of Sl. No. 1	30-Apr-2019	35,00,000/-
3	Within 1 month from the date of SI. No. 2	30-May-2019	35,00,000/-
4	Within 1 month from the date of Sl. No. 3	30-Jun-2019	35,00,000/-
5	Within I month from the date of SI. No. 4	30-Jul-2019	50,00,000/-
6	Within 1 month from the date of Sl. No. 5	30-Aug-2019	50,00,000/-
7	Within 1 month from the date of Sl. No. 6	30-Sep-2019	50,00,000/-
3	Within 1 month from the date of Sl. No. 7	30-Oct-2019	50,00,000/-
)	Within 1 month from the date of Sl. No. 8	30-Nov-2019	50,00,000/-
10	Within 1 month from the date of SI. No. 9	30-Dec-2019	50,00,000/-
1	Within 1 month from the date of Sl. No. 10	30-Jan-2020	60,00,000/-
2	Within 1 month from the date of Sl. No. 11	28-Feb-2020	60,00,000/-
3	Within 1 month from the date of SIA No. 12	30-Mar-2020	60,00,000/-
4	Within 1 month from the date of Sl. No. 13	30 Apr-2020	60,00,000/-
5	Within 1 month from the date of SI. No. 14	30-May-2020	60,00,000/-
5	Within 1 month from the date of Sl. No. 15	30-June-2020	69,50,000/-
otal			9,31,50,000/

Paarth Infrabuild Pvt. Ltd.

Authorised Signatory

For TULEP HOUSING Dortner आवेदन सं॰: 201901041012295

# विक्रय अनुबंध विलेख (बिना कब्जा)

बही स॰: 1

रजिस्ट्रेशन स॰: 8724

प्रतिफल- 140000000 स्टाम्प शुल्क- 2800100 अधिम राशि- 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्री तुलिप हाउसिंग द्वारा

अजेन्द्र कुमार रस्तोगी अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री मोतीताल बैंकर

व्यवसाय : व्यापार

निवासी: २ए/५, गोखले मार्ग, हजरतगंज, लखनुङ



श्री, तुलिप हाउसिंग द्वारा

अजेन्द्र कुमार रस्तोगी अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनॉक 31/03/2019 एवं 03:23:42 PM ਕਤੀ निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजिकशोर वर्मा प्रभारी उप निबंधक :सरोजनीनगर लखनऊ 31/03/2019

स्रीनेश गादव



बही सः।

रजिस्ट्रेशन स॰: 8724

वर्ष: 2019

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेताः 1

श्री पार्थ इन्फ्राबिल्ड प्राइवेट तिमिटेड के द्वारा विक्रम शुक्ला . पुत्र श्री विमोद शुक्ला

निवासी: ३११-३१५, तीसरा तल, नौरंग हाउस, 21 कस्तूरबा गाँधी मार्ग, नई दिल्ली

व्यवसायः नौकरी

केताः 1





श्री तुलिप हाउसिंग के द्वारा अजेन्द्र कुमार रस्तोगी , पुत्र श्री मोतीलाल बैंकर

निवासी: 2ए/5, गोखले मार्ग, हजरतमञ्जू बखनऊ

व्यवसायः व्यापार





ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता: 1

श्री कुमार संकल्प , पुत्र श्री अजेन्द्र कुमार रस्तोगी

निवासी: 20/5, गोखले मार्ग, हजरतगंज लखनऊ

व्यवसायः ह्यापा





पहचानकर्ता : 2 /

ब्दुन रब , पुत्र श्री मोहम्मद अख्तर खान

1/286, विन्म खंड, गोमती नगर लखनऊ





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षता भद्र साक्षियों के निशान अगूठे नियमानुसार लिए गए हैं।

टिप्पणी

राजिकशोर वर्मा प्रभारी उप निबंधक : सरोजनीनगर लखनऊ

व्यक हिर्दिक

IN WITNESS WHEREOF, the First Party and the Second Party have signed this Agreement without any pressure in the presence of the following witnesses on the day, month and year mentioned above.

### WITNESSES:



Mr. Kumar Sankalp

S/o-Shri Ajendra Kumar Rastogi 2A/5, Gokhle Marg, Hazratganj, Lucknow Paarth Infrabuild Pvt. Limited

FIRST PARTY
Authorised Signatory



Mr. Abdul Rub

S/o Mohammad Akhtar Khan R/o 1/286, Vinamra Khand, Gomti Nagar , Lucknow Tulip Housing
For TULIP HOUSING
SECOND PARTY Partner

Typed by:

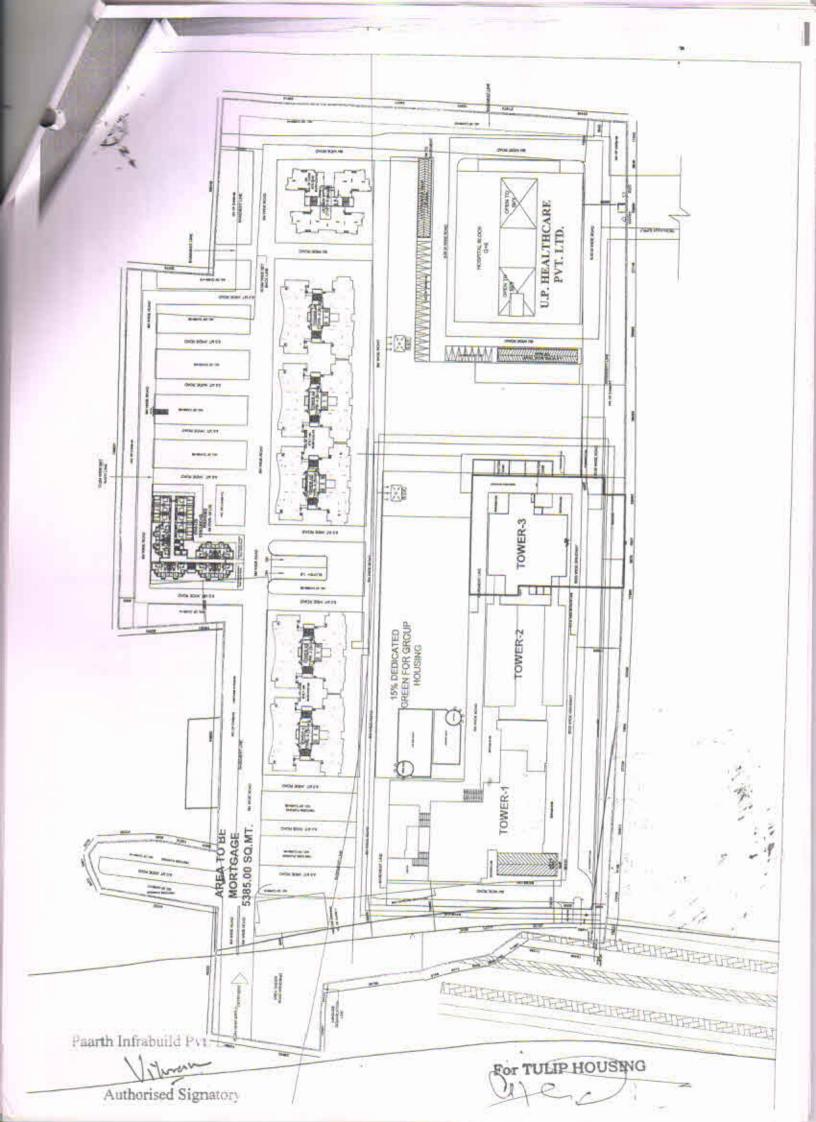
(Deepak)

Civil Court, Lucknow

Drafted by:

(Benkat Raman Singh)

Advocate



आवेदन सं॰: 201901041012295

बही संख्या । जिल्द संख्या 1680 के पृष्ठ 131 से 166 तक क्रमांक 8724 पर दिनॉंक 31/03/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजिकशोर वर्मा प्रभारी

उप निबंधक : सरोजनीनगर

लखनऊ 31/03/2019





CIN: U70109DL2006PTC152197 Email ID: paarth@paarthinfra.com Regd. Office No.: 011-49422422 Sales Office No.: 0522-4935900

Fax No. : 011-49422410

### Provisional Possession for Construction

This is to confirm that pursuant to the Agreement to sell dated 31.03.2019 we, PAARTH INFRABUILD PVT. LTD. a company incorporated and registered under the Companies Act, 1956 having its registered office at 311-315, 3<sup>rd</sup> FLOOR NAURANG HOUSE, NEW DELHI – 110001 (herein referred to as: "the company") which expression shall, unless contrary to or repugnant to the context or meaning thereof, be deemed to mean and include its legal successors, liquidators, executors, Mr. Vikram Shukla (AVP – Operations) who has been duly empowered and authorized by the company vide Board Resolution Dated 01/12/2015 to act for and on behalf of the Company have today given Provisional Possession to enter into the Undivided share of Land for Tower – 03 Paarth NU at Paarth Aadyant, Gomti Nagar Extension, Lucknow for execution of statutory documents as may be required and for the purpose of construction project M/s Tulip Housing.

Place:

Lucknow

Date:

23.08.2019

For Paarth Infrabuild Pvt. Ltd.

**Authorized Signatory**