

To
The Executive Engineer
UP RERA Authority
Lucknow
Uttar Pradesh

16.09.2019

Ref: Project Name: **Rishita Mulberry Heights (Phase -2)** and **letter:** 1109198/यू0पी-रेरा/परि०पंजी०/2018-19
vide mail dated: 11.09.2019.

Sub: Regarding comments with respect to the registration of our new project **Rishita Mulberry Heights Phase - 2**, RERA Application ID No. **ID20947**

Dear Sir,

This is with reference to your mail vide letter 1109198/यू0पी-रेरा/परि०पंजी०/2018-19 dated 11.09.2019, We would like to draw your kind attention towards point no.1 of your said letter wherein it has been mentioned that Layout plan, sanction letter has been approved in the name of M/s Ansal Properties and Infrastructure Limited (ANSAL API).

In this connection we would like to inform you that the layout has been sanctioned in the name of ANSAL API as the project falls under their township, post which Sale Deed was executed by ANSAL API in our favour for the property whose registration has been applied for

Furthermore, you are requested to refer the executed Sale Deed No. 22768/2019, wherein it has been mentioned in Page No. 10 Point 4 (i) and Page No.17 Point 10 (i) that we shall follow the building plans approved by Lucknow Development Authority and all the rules and regulations laid down by RERA and subsequent state rules and falls under our obligations as promoter.

As far as the uploading of the Floor Plan and the elevation in the section of approved plan, the same has been corrected and can be referred in the concerned section.

With respect to Point 2 of your letter, we would like to state that as per the floor plan there are 4 flats on 3rd floor which has been corrected in the details of the flats.

Hope this may suffice your requirement.

Yours faithfully
For Rishita Developers Pvt. Ltd.



Sudhir Kumar Agarwal
Managing Director

Encl: As above

1. Copy of Page No. 10 of Sale Deed
2. Copy of Page No. 17 of Sale Deed

construct, etc. are transferred in favour of the SECOND PARTY/PURCHASER on execution of this Sale Deed,

4. **DEVELOPMENT OF THE RESIDENTIAL PROJECT:**

- (i) The SECOND PARTY/PURCHASER shall develop the residential project as per the norms and bye laws of the governing authority by utilizing the permitted FSI strictly in adherence and in accordance with the sanctioned building plans vide Permit No. 42917 dated 23/04/2018 or its revision (if any) under the prevailing bye-laws.
- (ii) All the costs towards designing, renewal/ revision of layout, sanctioning, construction, development & completion of the proposed residential project shall exclusively be borne and incurred by the SECOND PARTY/PURCHASER and it shall be solely responsible for obtaining the completion certificate from the concerned authorities.
- (iii) The SECOND PARTY/PURCHASER shall strictly follow the norms of Ground Coverage & FSI and elevations as defined in the approved / sanctioned plan failing which, SECOND PARTY/PURCHASER shall be solely responsible for any/ all liabilities, as may arise, whether civil or criminal and it shall also indemnify and keep harmless, the FIRST PARTY/ SELLER, from any/all the damages & losses, of any nature, that are inflicted upon the FIRST PARTY/ SELLER on account of above mentioned deviation(s).
- (iv) The SECOND PARTY/PURCHASER shall abide by provisions of the laws, rules, policies and

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

of Rishita Developers Pvt. Ltd.

Authorised Signatory

Any amount which shall be payable and related to a date before the execution of this sale deed will be payable by the First Party only.

10. INDEMNIFICATION:

- (i) The SECOND PARTY/PURCHASER shall indemnify, defend and keep the FIRST PARTY/SELLER, its employees, agents and associates harmless against any and all losses, damages, costs and expenses including legal costs, fines, penalties, fee, charges and interest actually (or as may be) suffered or incurred by the FIRST PARTY/SELLER howsoever, arising out of a breach by the SECOND PARTY/PURCHASER of any of its obligations qua the subject Land/land under applicable laws including the RERA and the subsequent state rules.
- (ii) The recitals and background given in this Deed form an integral part of this Deed.
- (iii) Headings/subheadings are for reference only.

11. THE REPRESENTATIONS, ASSURANCES AND DECLARATIONS:

The representations, assurances, declaration made by the Parties are as under:

- (i) That FIRST PARTY/ SELLER represented that, to the best of its knowledge it has rights, interest and title over the said Subject Land/land which is the subject matter of the Sale Deed and no one else except the FIRST PARTY/ SELLER has any share, title, concern or right on it in any manner and the subject land is free from all encumbrances including agreement/arrangement, mortgage, attachment, securities, disputes to the best of the

Ansal Properties & Infrastructure Ltd.

Authorised Signatory

For Richita Developers Pvt. Ltd.

[Signature]