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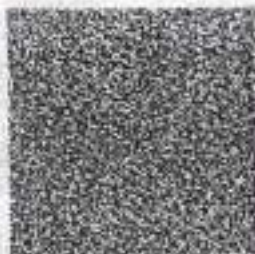
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh



e-Stamp

Certificate No.	: IN-UP01017915526136N
Certificate Issued Date	: 16-Apr-2015 02:11 PM
Account Reference	: SHCIL (FIY upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101224475509166N
Purchased by	: SKYHIGH INFRAPROJECTS P LTD
Description of Document	: Article 23 Conveyance
Property Description	: GROUP HOUSING PLOT NO GH-3/1 PARK TOWN INTEGRATED TOWNSHIP VILL-SAHAPUR BAMHETTA GHAZIABAD
Consideration Price (Rs.)	: 28,95,54,123 (Twenty Eight Crore Ninety Five Lakh Fifty Four Thousand One Hundred And Twenty Three only)
First Party	: UTILITY ESTATES P LTD AND OTHERS
Second Party	: SKYHIGH INFRAPROJECTS P LTD
Stamp Duty Paid By	: SKYHIGH INFRAPROJECTS P LTD
Stamp Duty Amount (Rs.)	: 1,45,14,000 (One Crore Forty Five Lakh Fourteen Thousand only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-1st, Ghaziabad

Locked By

(Sanjay Shrivastava)
Sub-Registrar
Sadar-1st, Ghaziabad

Please write or type below this line

For Utility Estates Private Limited

Authorized Signatory/Director

For Park Town Complex Private Ltd.

Authorized Signatory

For Sagacious Conbuild Private Limited

Director/Authorized Signatory

For Skyhigh Infraprojects Pvt. Ltd.

Authorized Signatory

0002749875

Statutory Alert:

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

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Sale Deed

Nature of Property : FSI in Group Housing Plot
Ward/Pargana : Dasna
Mohalla/Village : Shahpur Bamhetta
Description of Property : Permissible FSI of 41,723.51 Sq. Mtr.
(Proportionate to land of 11,126.27 Sq. Mtr.),
here-in-after referred to as "Block-I", being
part of total land of 22,113.89 Sq. Mtr. (Plot
No. GH-3/1) falling in Khasra Nos. 1568, 1636,
1637, 1637MI, 1638/1, 1638/2, 1639, 1640,
1641, 1643, 1647/1, 1648, 1649MI, 1651
situated at Park Town, Village Shahpur
Bamhetta, Pargana Dasna, Tehsil & District
Ghaziabad, UP

Area of Property : FSI 41,723.51 Sq. Mtr. (Proportionate to land
of 11,126.27 Sq. Mtr.)
Status of Road : 30 Mtr. Wide Road
Sale Consideration : Rs. 28,95,54,123/-
Stamp Duty : Rs. 2,02,69,000/-

The Stamp Duty for Sale Consideration of Rs. 28,95,54,123/- is Rs. 2,02,69,000/-, out of which the amount of Rs. 1,45,14,000/- has been paid vide Certificate No. IN-UP01017915526136N dated 16th April, 2015 and the amount of Rs. 57,55,000/- has been proportionately adjusted out of the stamp duty of Rs. 1,15,10,100/- which has been paid vide certificate No. IN-UP00859084419007N on dated 29th January, 2015.

This **SALE DEED** is executed at **GHAZIABAD** on this 23 day of April, 2015 by the Vendors in favor of the Vendee.

Particulars of Vendors :

1. M/s. Utility Estates Private Limited, a company registered under the Indian Companies Act, 1956, having its registered office at G-79,

For Utility Estates Private Limited For Park Town Co-operative Private Ltd.

Authorized Signatory/Trustee

Authorized Signatory

For Sagacious Capital Private Limited

Director/Authorized

For Skyhigh Infraprojects Pvt. Ltd.

Authorized Signatory

289,554,123.00 / 289,554,123.00

विक्रय पत्र

10,000.00

100

10,100.00

5,000

प्रतिफल

गतिपत्र

फोटो रजिस्ट्री

सकल व प्रति मुल्य

योग

शेष लगभग

श्री

श्री १० रूपाई हाई द्वारा अनिल गोयल

पुत्र श्री

आनन्द स्वरूप

पेशा व्यापार/अन्य/स्त्री

निवासी

सी पी 2 विकासखण्ड 1 गोमती नगर लखनऊ

अन्यथा पत्र

ने वह लेखपत्र इस कार्यालय में

दिनांक 23/4/2015

मध्य

5:02PM

उक्त निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम

गाजियाबाद

23/4/2015

निष्पादन लेखपत्र बाद सुनने व स्पष्ट करने का प्रयत्न व प्राप्त धनराशि रु. प्रलेखानुसार उक्त
विक्रेता

केला

श्री १० युटिलिटी स्टेट व प्राई टाउन व सगेसियस
द्वारा श्री सिंह
पुत्र श्री कुन्दन सिंह
पेशा व्यापार/अन्य/स्त्री
निवासी जी 79 प्रीत विहार दिल्ली



श्री १० रूपाई हाई द्वारा अनिल गोयल
पुत्र श्री आनन्द स्वरूप
पेशा व्यापार/अन्य/स्त्री
निवासी सी पी 2 विकासखण्ड 1 गोमती नगर लखनऊ



ने निष्पादन स्वीकार किया।

निबन्धन

अनुरा रावत

पुत्री श्री

कुन्दन सिंह रावत

पेशा

व्यापार/अन्य/स्त्री

निवासी

1699, शान्ती विहार से 023, गाजियाबाद

व श्री

संजय

पुत्र श्री

राजबंजन

पेशा

व्यापार/अन्य/स्त्री

निवासी

तहसील कम्पा गाजियाबाद

ने की।

उक्त निबन्धन के निबन्धन अंगुष्ठ निष्पादन के लिए गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद

Preet Vihar, Delhi - 110092 through its authorized signatory, Mr. Bir Singh Pundir, hereinafter referred to as "**Utility**" (which expression shall unless repugnant to the subject or context mean and include its representative, successors and permitted assigns) ;

2. M/s. Park Town Complex Private Limited (Earlier Known As Edifice Conbuild Private Limited), a company registered under the Indian Companies Act, 1956, having its registered office at 11, New Rajdhani Enclave, Vikas Marg, Delhi-110092 through its authorized signatory, Mr. Bir Singh Pundir, hereinafter referred to as "**Edifice**" (which expression shall unless repugnant to the subject or context mean and include its representative, successors and permitted assigns) ;

3. M/s. Sagacious Conbuild Private Limited, a company registered under the Indian Companies Act, 1956, having its registered office at G-79, Preet Vihar, Delhi-110092 through its authorized signatory, Mr. Bir Singh Pundir, hereinafter referred to as "**Sagacious**" (which expression shall unless repugnant to the subject or context mean and include its representative, successors and permitted assigns)

Particulars of Vendee :

M/s. Skyhigh Infraprojects Private Limited, a company registered under the Indian Companies Act, 1956, having presently its office at H-51, Sector-63, Noida, Uttar Pradesh and registered office at 2nd Floor, Gomti Plaza, Vikas Khand - 1, Patrakarpuram Crossing, Gomti Nagar, Lucknow - 226010, Uttar Pradesh through its Director and authorized signatory, Mr. Anil Goel, hereinafter referred to as "**Skyhigh**" (which expression shall unless repugnant to the subject or context mean and include its representatives, successors and permitted assigns).

The "**Utility**" may hereinafter be referred to as the "**First Party**", "**Edifice**" and "**Sagacious**" may here-in-after collectively be referred to as the "**Second Party**" and "**Skyhigh**" may hereinafter be referred to as the "**Third Party**". The "**First Party**", "**Second Party**" and the "**Third Party**" may individually be referred to as "**Party**" and collectively as "**Parties**".

For Utility Estates Private Limited

Authorized Signatory/Director

For Park Town Complex Private Ltd

Authorized Signatory

For Sagacious Conbuild Private Limited

Director/Authorized Signatory

For Skyhigh Infraprojects Pvt. Ltd.

Authorized Signatory

विक्रेता

Registration No.: 2532

Year: 2015

Book No.: 1

0101 श्री सुटिलीटी स्टेट व पार्क टाउन व समेकित द्वारा वीर सिंह

कृष्ण सिंह

प्लॉट 79 पीएम विहार दिल्ली

खोपरा/बन्ध/सत्री



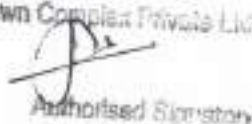
WHEREAS :

- a) The First Party is a Lead Member appointed by all Consortium Members for developing an Integrated Township situated at Village Mehrauli & Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP vide Consortium Agreement executed on 10-09-2013 and registered in Bahi No. 4 Zild No. 858 at Pages from 213 to 236 at Sl. No. 289 on 10-09-2013 in the Office of Sub Registrar-1, Ghaziabad, UP and the name of this Integrated Township is Park Town;
- b) The consortium members in order to integrate the scattered land parcels to make it useful for the purpose of planned development, have transferred the land to the Vendors.
- c) The Vendors are the owners of land admeasuring 22,113.89 Sq. Mtr. (Plot No. GH-3/1), here-in-after referred to and called as **"Entire Plot"**. The entire plot is falling in following Khasra Nos. situated at Village Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, UP :

Sl. No.	Khasra Nos.	Khasra Extn. No.	Area (Sq. Mtr.)	Name of Owner/Vendor of Land	Registered Document No./Date
1	1568	-	350.00	Sagacious Conbuild Private Limited	Bahi No. 1 Zild No. 12001 Pages 179-280 Document No. 3501 Dated 09.05.2014
2	1636	-	101.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
3	1636	-	2979.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 12001 Pages 303-360

For Skyhigh Infra Projects Private Limited For Park Town Complex Private Ltd.

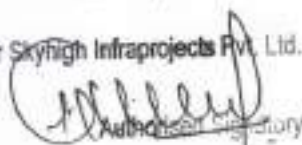

Authorised Signatory


Authorised Signatory

For Sagacious Conbuild Private Limited


Director/Authorised Signatory

For Skyhigh Infra Projects Pvt. Ltd.


Authorised Signatory

क्रेता

Registration No. : 2532

Year : 2015

Book No. : 1

0201 श्री रमार्ड हार्डि द्वारा अनिल गोयल

आनन्द स्वराज

सी पी 2 विकसलखण्ड 1 शोमती नगर लखनऊ

व्यापार/उद्योग/संगी

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					Document No. 3503 Dated 09.05.2014
4	1637	-	890.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 12001 Pages 303-360 Document No. 3503 Dated 09.05.2014
5	1637	MI	650.00	Utility Estates Private Limited	Bahi No. 1 Zild No. 12332 Pages 181-188 Document No. 7273 Dated 05.09.2014
6	1638	1	4300.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
7	1638	2	1260.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
8	1639	-	2701.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
9	1640	-	1550.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 12001 Pages 303-360 Document No. 3503 Dated

For Utility Estates Private Limited For Park Town Complex Private Ltd

Authorized Signatory

Authorized Signatory

Pageable Construction Limited

For Skyline Infraprojects Pvt. Ltd.

Authorized Signatory



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					09.05.2014
10	1641	-	1020.89	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
11	1643	-	367.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
12	1647	1	780.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
13	1648	-	950.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
14	1649	MI	1433.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
15	1651	-	2782.00	Park Town Complex Private Limited	Bahi No. 1 Zild No. 11998 Pages 283-374 Document No. 3480 Dated 09.05.2014
Total			22,113.89		

For Utility Estates Private Limited For Park Town Complex Private Ltd

Authorized Signatory/Director

Authorized Signatory



For Sagardas Conbuild Private Limited

Director/Authorized

For Skyhigh Infraprojects Pvt. Ltd.

Authorized Signatory

The Entire Plot is bounded as under:

East	: As Per Map Attached
West	: As Per Map Attached
North	: As Per Map Attached
South	: As Per Map Attached

The Permissible FSI of 41,723.51 Sq. Mtr., proportionate to land of 11,126.27 Sq. Mtr., here-in-after referred to as "Block-1", presently being sold by this Sale Deed by the Vendors, being part of total impartible and indivisible land of 22,113.89 Sq. Mtr. (Plot No. GH-3/1), here-in-after referred to as "Entire Plot", being owned by the Vendors.

The Block-1, being part of Entire Plot (Plot No. GH-3/1) is more particularly shown in Orange Color in the map attached herewith as **Schedule-I** and signed by both the parties as correct.

- d) The First Party has got the Building Plans/Maps approved wherein the Permissible FSI is 82,927.087 Sq. Mtr. on total land admeasuring 22,113.89 Sq. Mtr. @ 3.75 FAR, which includes Permissible FAR of 2.50 and Purchased FAR of 1.25 from the GDA vide its letter bearing no. 29/MA. PLAN/2014-15 dated 17-01-2015, bearing Map No. 424/Zone-5/2014-15 for above said Entire Plot bearing No. GH-3/1, situated at aforesaid Integrated Township after obtaining part completion for the Integrated Township.
- e) The **VENDORS** have already entered into a registered Agreement to Sell dated 29-01-2015 (here-in-after referred to be as the "ATS" in brief) with the **VENDEE** inter-alia for the sale of above said **Entire Plot/FSI against post dated cheques**, which is duly registered as document no. 593 in Bahi No. 1, Zild No. 12660 at Pages from 189 to 228 on 30-01-2015 with the Sub Registrar-1, Ghaziabad, UP.
- f) In pursuance to the **Clause No. 2.5** of the above said ATS, the **VENDORS** as per the request of the Vendee hereby sell, transfer or convey their rights, title and interests and the **VENDEE** hereby

For Utility Estates Private Limited For Park Town Constructions Private Ltd.

Authorized Signatory/Collector

Authorized Signatory

For Sagacious Conbuild Private Limited

For Skyhigh Infra Projects Pvt. Ltd.

Director/Manager

Authorized Signatory

purchases Block-1 against post dated cheques for which, the Vendee will have **entitlement to develop and sell FSI of 41,723.51 Sq. Mtr. on Block-1 area**, out of the aforesaid **Entire Plot i.e. 3/1**, shown in the layout plan of the abovesaid integrated Township project, which is also more particularly marked in Orange Color in **Schedule-I** appended hereto (Here-in-after may be referred to as the "Block-1" or the "**FSI Under Sale**", as the case may be).

- g) The **VENDEE** hereby confirms that it has made independent inquiries and obtained legal opinion/advise and satisfied itself about the title and competence of the **VENDORS** to execute and transfer their rights in favour of the **VENDEE** concerning the Entire Plot including the **FSI/Land/Block-1** being sold/ transferred under these presents, without influenced on any representations or assurances of the **VENDORS**.
- h) That in order to avoid any confusion/doubts in future and to clarify the factual position of the land being sold under these presents, the parties hereto unequivocally admit and declare that the present sale deed is confined to sale of **FSI/Block-1** specified herein and the remaining part of the entire plot (Block-2) and shown in Green colour in the map appended as Schedule-II herewith, shall remain as the sole and exclusive property of the **VENDORS** unless a separate sale deed is executed by the **VENDORS** as per the ATS in favor of the **VENDEE**.
- i) The **VENDORS** and **VENDEE** have jointly signed the details of title documents and the Schedule appended hereto which may be read and understood as part and parcel of the present sale deed and are admitted correct by all the parties. Now, the **VENDORS** and **VENDEE** have decided to execute the present sale deed on the following terms and conditions.

NOW THEREFORE, IT IS HEREBY AGREED, DECLARED, COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

For Utility Estates Private Limited

Authorized Signatory/Director

For Park Town Concessions Private Ltd.

Authorized Signatory

For Sagacious Concessions Private Limited

Director/Authorized Signatory

For Skyhigh Infraprojects Pvt. Ltd.

Authorized Signatory

1. That, the **VENDORS** hereby agree to sell, convey and transfer the above said **FSI/Block-1 on ownership basis to the VENDEE** and the **VENDEE** has agreed to purchase the same for sale consideration of 28,95,54,123/- (Rupees Twenty Eight Crore Ninety Five Lakhs Fifty Four Thousand One Hundred Twenty Three Only) from the **VENDOR**, which has been paid in the following manner :

Sl. No.	Date	Amount (In Rs.)	Payment Mode	Bank	Drawn In Favor of
1	18.07.2014	1,50,00,000	Through RTGS	Andhra Bank	Park Town Complex Private Limited
2	10.11.2014	2,00,00,000	DD No. 015848	HDFC Bank, Sector-63, Noida	Vice Chairman, - Ghaziabad Development Authority
3	20.04.2015	3,00,00,000	000219		Park Town Complex Pvt. Ltd.
4	30.04.2015	3,25,640	000245		Park Town Complex Pvt. Ltd.
5	30.04.2015	91,08,526	000246		Sagacious Conbuild Pvt. Ltd.
6	30.04.2015	1,69,15,834	000247		Utility Estates Pvt. Ltd.
7	21.04.2015	29,00,000	Paid by Net Banking		TDS
8	10.07.2015	3,00,00,000	000220		Park Town Complex Pvt. Ltd.
9	20.07.2015	3,00,00,000	000223		Park Town

For Utility Estates Private Limited

For Park Town Complex Private Ltd.

Authorized Signatory

Authorized Signatory

For Sagacious Conbuild Private Limited

For Sky High Infraprojects Pvt. Ltd.

Director/Authorised

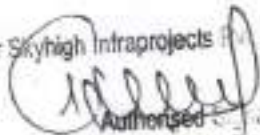
Authorized Signatory

				Complex Pvt. Ltd.
10	30.07.2015	2,92,50,000	000224	Park Town Complex Pvt. Ltd.
11	10.10.2015	3,00,00,000	000225	Park Town Complex Pvt. Ltd.
12	20.10.2015	3,00,00,000	000226	Park Town Complex Pvt. Ltd.
13	30.10.2015	2,92,50,000	000227	Park Town Complex Pvt. Ltd.
14	10.01.2016	1,68,04,123	000480	Park Town Complex Pvt. Ltd.
	Total	28,95,54,123/-		

The **VENDORS** have acknowledged receipt of the above said cheques from the **VENDEE**.

2. That, the **VENDEE** hereby assures and promises unto the **VENDORS** that the aforesaid Cheques handed over to them would be duly honoured/en-cashed on presentation by the **VENDORS** on their respective due dates.
3. That, the **VENDEE** will be liable to observe and adhere to the relevant/applicable Rules, Laws and Bye Laws of the Competent Authority/Government in respect of the said **FSI/Block-1**.
4. The **VENDORS** as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said **FSI/Block-1** in favor of any one and the **Vendors** has neither given any security or surety for any one on the basis of the said **FSI/Block - 1** nor entered into any Agreement to sell of the said **FSI/Block - 1** with anyone except agreement to sell dated 29-01-2015 executed among the parties nor court case or

For Utility Estates Private Limited For Park Town Complex Private Ltd
 
 Authorized Signatory/Director Authorized Signatory

For Sagacious Conbuild Private Limited For Skyhigh Infraprojects Pvt. Ltd.
 
 Director/Authorized Signatory Authorized Signatory

arbitration or any other legal proceeding is pending at any place in respect of the said **FSI/Block - 1**.

5. That, the **VENDEE** has entered into this sale transaction being of sound mind by its free will, without any pressure, coercion, inducement etc. of any kind from any corner.
6. That, the **VENDEE** had satisfied itself through its directors and principal officers that the **VENDORS** have clear and marketable title and possession in respect of the said property.
7. That, the said **FSI/Block-1** sold herein on as is where is basis and is free hold property and also free from all sorts of encumbrances, charges, liens, mortgages, litigations, disputes, legal defects and has full right, power, competence and authority to sell and transfer the said **FSI/Block-1**.
8. That, the actual physical, vacant and peaceful possession of the above said **FSI/Block-1** hereby conveyed has been delivered to the **VENDEE** at the spot, who may enjoy all lawful rights, privileges and passages, appurtenances and possession subject to timely encashment of all cheques paid towards the Sale Consideration and in adherence to the applicable laws.
9. That, the **VENDEE** has clearly understood and accepted that it would confine its rights to the aforesaid **FSI/Block-1** and shall have no right to use, occupy or otherwise keep any building materials etc., on the unsold part of the Entire Plot described above.
10. That, all Taxes, cesses, dues or demands in respect of above said **FSI/Block-1**, like Property tax, House Tax, Electrical charges, Water charges, Maintenance charges, Non-Construction charges, any levy by Government of U.P. or any other unpaid dues of the Ghaziabad Development Authority etc. or any other expenses in respect of **Said FSI/Block-1**, including but not limited to **any expenses/ charges**, which are

For Utility Estates Private Limited

Authorized Signatory/Director

For Park Town Complex Private Ltd.

Authorized Signatory

For Sagacious Conbuild Private Limited

Director/Authorized

For Skyhigh Infra Projects Pvt. Ltd.

Authorized Signatory

not specified herein, shall be paid, cleared and shall be the sole and absolute responsibility of the **VENDEE**.

11. That copies of all previous documents and papers relating to the **Said FSI/Block-1** have been handed over by the **VENDORS** to the **VENDEE** at the time of execution of this sale deed and the **VENDEE** hereby accepts that the same are in order and nothing remains to be obtained.
12. That the **VENDEE** shall abide by all the terms and conditions of approval of the layout, building plan etc. by Ghaziabad Development Authority and State of U.P. or any other authority as applicable to the **VENDORS** in respect of **FSI Under Sale/Blok-1** at present or in future.

THE VENDEE DECLARES AND ASSURES THE VENDORS :

- a. That the **VENDEE** has clearly understood and admits, that it has perused the existing layout plan of the Township Project to ensure the position of the **FSI/Block-1** sold to it. The **VENDEE** is also well aware that the surroundings of the Entire Plot as well as the 'Block-1' are subject to change at any time and it would not blame or attribute any such change to **VENDORS** in any manner and would be responsible to deal with the same without affecting the rights of **VENDORS**.
- b. That the **VENDEE** would develop and construct the **FSI/Block-1** at its own cost and efforts in accordance with the approved maps and by complying all provisions of the laws of land. If due to non compliance of any law by the **VENDEE**, any sort of liability falls upon the **VENDORS**, the **VENDEE** will be liable to pay for all those liabilities and will keep the **VENDORS** full indemnified in all respects.
- c. That, the **FSI/Block-1** sold by the **VENDORS** is subject to strictly and timely encashment of all cheques paid towards the Sale Consideration. The **VENDEE** further assures the **VENDORS** that the Cheques mentioned in the sale deed

For Utility Estates Private Limited

Authorized Signatory/Director

For Park Town Complex Private Ltd.

Authorized Signatory

For Sagacious Conbuild Private Limited

Director

For Skyhigh Infra Pvt. Ltd.

Authorized Signatory

towards sale consideration under these presents are good for payment/encashment and shall be duly honoured/cleared on presentation on their respective due dates irrespective of any circumstances and the **VENDEE** would be maintaining sufficient balance in their Bank Accounts.

- d. That in the event of default in making payment of the sale consideration or on dishonour of any cheque given by the **VENDEE** to the **VENDORS** as mentioned above, the **VENDEE** shall have no right, title or interest of any nature whatsoever in the **FSI/Block-1** hereby conveyed.
- e. That, the **VENDEE** further admits that in the event, even a single cheque handed over by it to the **VENDORS** is dishonored or returned unpaid to the **VENDORS** for any reason including but not limited to 'Insufficient Funds', 'Account Closed', 'Stop Payment by the Drawer', 'Signature Differ' or for any other reason whatsoever, attributable to the **VENDEE**, this Sale Deed shall be considered as void and without consideration. And the **VENDORS** would be at liberty to re-enter the **FSI/Block-1** and get the sale deed declared as 'Null and Void' for all purposes through the Court of Law, besides that the **VENDEE** or its intending allottees/buyers/third parties shall be left with no right, title or interest or claim over the existing construction carried out by it on the **FSI/Block-1** sold under these presents and the **VENDORS** would be entitled to dispose off the abovesaid **FSI/Block-1** to any third party at their sole discretion or complete the construction on its own accord for the sole benefit of the **VENDORS**. On the breach of payment terms under these presents, the **VENDEE** shall be solely responsible and remain liable for the damages, claims or compensation or any litigation by the third parties/its intending allottees/buyers/proposed allottees or allottees. In such default, the **VENDEE** would be given 30 days' written notice by the **VENDORS** through post at the abovesaid given address of the **VENDEE** to demolish and remove the entire construction from the Block-1 including any left over

For Hilly Estate Private Limited

Authorized Signatory/Director

For Park Town Complex Private Ltd.

Authorized Signatory

For Sagacious Conbuild Private Limited

Director

For Skyhigh Infra. Pvt. Ltd.

Authorized Signatory

construction material or malba etc. on the Block-1. The notice of above said breach would be deemed as delivered to the **VENDEE** after 48 hours of sending the same by the **VENDORS** to the **VENDEE** by Registered Post/Speed Post and it would be treated as sufficient compliance of sending notice at the end of the **VENDORS**. If, the **VENDEE** neglects to remove the malba and clear the Block-1 within the period prescribed herein, the **VENDORS** would be within their rights to take over the Block-1 on 'as is where is basis' and the **VENDEE** shall have no claim on the Block-1 on any account whatsoever.

- f. That on account of default in payment of the above said sale consideration, the **VENDORS** would be entitled to recover their losses suffered from the **VENDEE** by adjustment of the amounts received as part payment of sale consideration from the **VENDEE** under the agreement to sell or under these presents and the refundable amount shall be paid to the **VENDEE**, as and when this sale deed is declared as 'null and void' or when the appropriate orders are passed by the Competent Court declaring the sale deed void or without consideration and only after the said Block-1 is in Possession of the **VENDORS**.
- g. That the **VENDORS & VENDEE** undertake to strictly abide/observe/adhere to all the terms and conditions mentioned in the aforesaid registered agreement to sell which shall be deemed to be incorporated in this sale deed and as such form an integral part of this sale deed.
- h. That the **VENDEE** hereby declares, consents and agrees that the **VENDORS** shall have the First Charge over the **FSI/Block-1** until or unless the entire sale consideration mentioned herein is actually paid by the **VENDEE** and realized by the **VENDORS**.
- i. That the **VENDEE** shall be bound to inform and apprise the covenants of the Registered Agreement to Sell dated 29-01-

For Uthiti Estate Private Limited For Park Town Company Private Ltd.

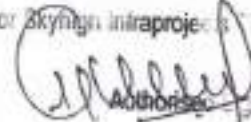

Authorized Signatory


Authorized Signatory

For Sagacious Construction Private Limited


Director/Authorized Signatory

For Skyline Infrastructure Private Ltd.


Authorized Signatory

2015 as well as the present Sale deed to its intending allottees, purchasers, third parties, stake holders, prior to offering or creating any third party interest in the **FSI/Block-1** under sale. In case of any breach, the **VENDEE** shall be solely responsible and liable for the damages or any other claim of the third parties of any nature whatsoever, in exclusion to the **VENDORS** herein.

13. The **VENDORS** have handed over the possession of the Block-1 to the **VENDEE** subject to timely encashment of entire sale consideration of **Rs. 28,95,54,123/- (Rupees Twenty Eight Crore Ninety Five Lakhs Fifty Four Thousand One Hundred Twenty Three) Only.**
14. That after making payment of the entire sale consideration to the **VENDORS**, the **VENDEE** shall be entitled to use and enjoy the Block-1 as the lawful owner thereof.
15. That all the expenses for stamp duty, registration fees and any other incidental charges for this sale deed has been borne and paid by the **VENDEE** in exclusion to the **VENDORS**.

IN WITNESS WHEREOF, THE PARTIES ABOVE NAMED HAVE AFFIXED THEIR SIGNATURES ON THIS DEED OF SALE ON THE MONTH AND YEAR WRITTEN IN THE PRESENCE OF WITNESSES NAMED BELOW:

VENDORS:

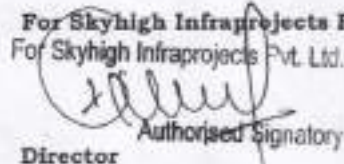
For **Urban Estates Private Limited**



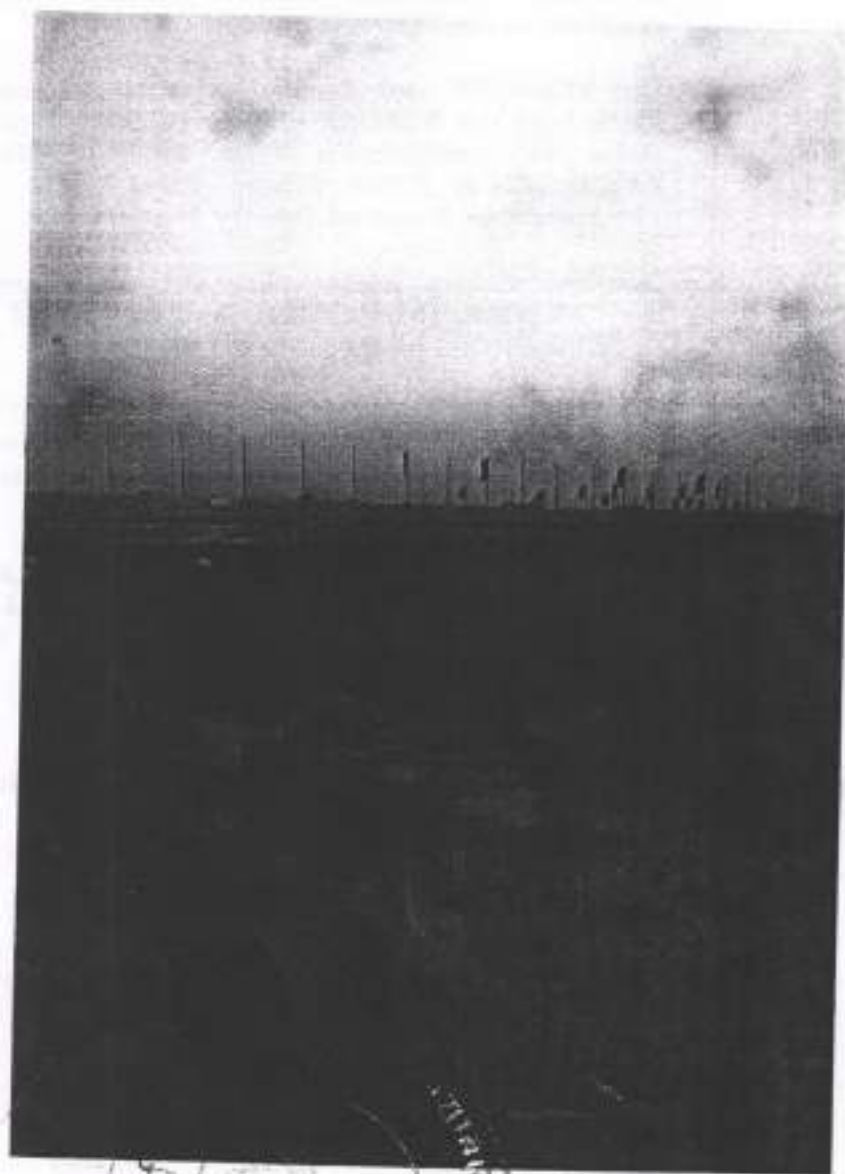
Authorized Signatory

VENDEE :

For **Skyhigh Infraprojects Private Limited**
For **Skyhigh Infraprojects Pvt. Ltd.**


Director





For Park Town Complex Private Limited
For Park Town Complex Private Limited

Authorized Signatory

Authorized Signatory

For Sagacious Conbuild Private Limited

For Sagacious Conbuild Private Limited

Director/Authorized

Authorized Signatory

WITNESSES:-

1. 
Asher Ravat D/o Mr. Kundan Singh Rawat
2. H.No. 1699, Shanti Vihar, Sec-23, Sanjay Nagar
42B

Sajin
Sajin Kumar
St. Sh. Ram Shyam
Tehsil Gm Crd,

वही सं. 573, पृष्ठ सं. 1215 पर पद
5755008/1215



संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

आज दिनांक 23/04/2015 को
वही सं. 1 जिल्द सं. 12855
पृष्ठ सं. 161 से सं. 194 पर क्रमांक 2532
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

23/4/2015

