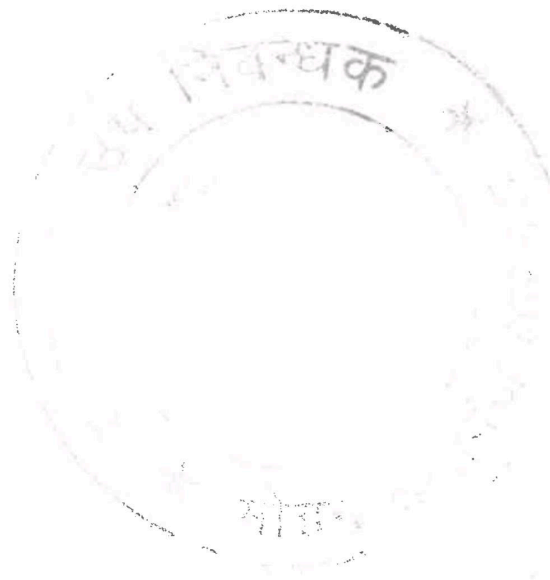


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CIRCLE VALUE	:	Rs. 30,76,848.00
SALE CONSIDERATION	:	Rs. 87,21,212.00
STAMP DUTY	:	Rs. 6,10,540.00

THIS DEED OF CONVEYANCE is made at Lucknow on this **25th** day of **NOVEMBER, 2022**

Between

M/s. DLF Ltd. (PAN AAACD3494N), a Company incorporated under the Companies Act, 1956, having its Registered Office at DLF Shopping Mall, 3rd Floor, Arjun Marg, DLF City Phase-1, Gurgaon-122002 (hereinafter referred to as "Vendor-" which expression shall, unless repugnant to the context or meaning thereof, include its successors, nominee, agency and assigns), through its duly Authorised Signatory **SHRI K RAMA RAO SUBUDHI S/O SHRI K M SUBUDHI & SHRI RAVISH ABBAS S/O SHRI MOHD. SAEED** authorised vide Board Resolution dated **16th July, 2021** of the First Part,

IN FAVOUR OF

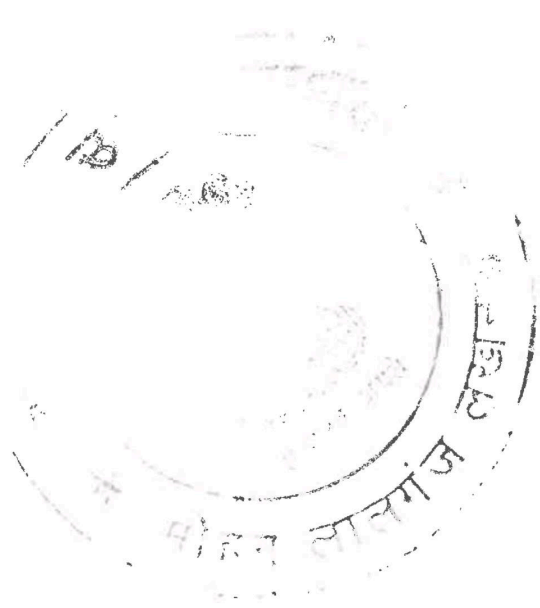
MR. SURENDRA PRASAD (PAN: - BPPPP1309N) SON OF MR. SHARDA PRASAD RESIDENT OF VILL. NAWALPUR , POST DURGAGANJ, NAVAL KAPURA OR NAVALPUR, SANT RAVIDAS NAGAR, SANT RAVIDAS NAGAR - 221404,UTTAR PRADESH, INDIA,(hereinafter called the "Vendee/s", which expression shall unless repugnant to the meaning or

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context thereof include his/her/their legal heirs, executors, administrators, successors, nominees and assigns) of the Second Part.

"hereinafter 'Vendor' & 'Vendee/s' are collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the Vendor owns and possesses various parcels of land admeasuring about 208.01 acres (hereinafter referred to as the "**Said Land**") falling in village Purseni Tehsil, Mohanlalganj, Distt Lucknow, Uttar Pradesh.

AND WHEREAS the Uttar Pradesh Awas Evam Vikas Parishad has granted to the Vendor License NoLA04/NV-101/HIS-01/PDR-43/54-A dated 20/08/2011 to develop an Integrated Residential Township of 252.69 Acres under Integrated Residential Township Policy 2014 along with various approvals (annexed with Plot Allotment letter as Annexure I) for development of the Said Land into a residential/commercial /plotted/group housing colony under the name of '**Garden City**', situated at village Purseni, Tehsil Mohanlalganj, Distt Lucknow, Uttar Pradesh, (hereinafter referred to as the "**Said Township**").

WHEREAS the Vendor is the absolute owner in possession of and otherwise well and sufficiently entitled to sell all that piece and parcel of land, being Free Hold Plot **A-09** admeasuring **334.44 Sq. Mtrs. (399.99 Sq. Yds.)**. (Hereinafter referred to as the '**Said Plot**') in the Said Township. The Said Plot is more particularly described in Schedule-I.

AND WHEREAS prior to the signing of the Plot Allotment Letter elaborated here in below and Application for allotment, the Vendee/s had demanded from the Vendor and the Vendor had allowed the Vendee/s, inspection of layout of the Said Township, ownership record of the Said Land and all other documents relating to the title, competency and all other relevant details. The Vendee/s is/are fully satisfied in all respects with regard to the right, title and interest of the Vendor in the Said Township in which the Said Plot is situated and has/have understood all limitations and obligations of the Vendor in respect thereof. The Vendee/s acknowledges and confirms that the Vendee/s is/are fully satisfied of the title, competency of the Vendor to execute this Conveyance Deed.

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AND WHEREAS the Vendee/s after having been fully satisfied in all respects and solely relying upon its own judgment and investigation in purchasing the Said Plot and not relying upon any literature, sales plan, sale brochure, advertisement, representation, statement or estimate of any nature whatsoever whether written or orally made by the Vendor or any of its agent regarding the Said Plot and the facilities to be made available to the Vendee/s or any other data except as specifically contained in this Conveyance Deed has/have desired to purchase the Said Plot.

AND WHEREAS the Vendee/s reconfirms and reaffirms that he/she/it/they has/have understood all limitation and obligations of the Vendor in respect of the Said Free Hold Plot and its usage and is/are fully satisfied.

AND WHEREAS the Vendee/s had entered into a Plot Allotment Letter date **02/08/2013** (referred to as 'Allotment Letter') with the Vendor for purchase of the Said Free Hold Plot, which is more particularly described in Schedule-II for the price of **Rs. 87,21,212.00 (Rupees Eighty Seven Lakhs Twenty One Thousand Two Hundred Twelve paisa Only)** "the details whereof are mentioned in Schedule-II" and on other terms and conditions stipulated in the Allotment Letter , including the payment/s made by the Vendee/s, pro-rata of the charges levied or to be levied by any Government or Authority for provision of external and/or peripheral services, and of the charges for maintaining various services and facilities in the Said Township until the same is handed over to a local body for maintenance. The Vendee/s has/have also agreed to bear and pay all the expenses and outgoings for the completion of sale for the Said Plot, including stamp duty, registration and execution charges and the like:

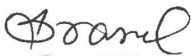
The original allottee **MR. ASHISH KUMAR & SON OF MR. RAKESH MANI TRIPATHI** of the above said property, who paid a sum of **Rs. 84,78,600.13** to the seller **DLF** regarding allotment of the above said property, has relinquished, assigned, interest, transfer his rights in favour of **MR. SURENDRA PRASAD SON OF MR. SHARDA PRASAD** and now he has no concern with the property.

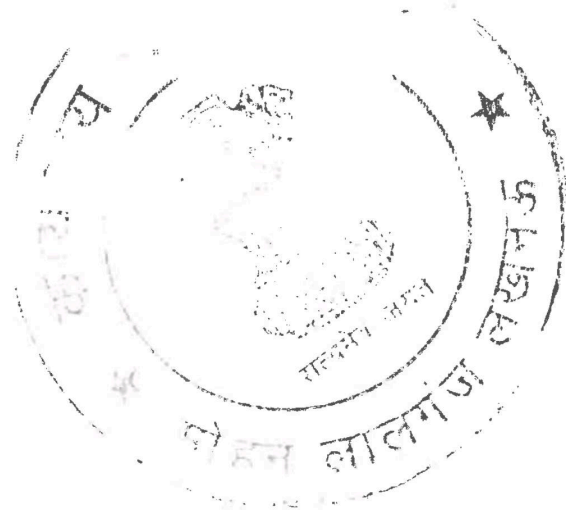
The seller **DLF** in the event of surrender, assignment of rights and interest by **MR. ASHISH KUMAR & SON OF MR. RAKESH MANI TRIPATHI** in favour of **MR. SURENDRA PRASAD SON OF MR. SHARDA PRASAD** (purchaser). **MR. ASHISH KUMAR & SON OF MR. RAKESH MANI TRIPATHI** has gained profit of an amount of **Rs. 10,21,399.87** in

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regard to above said property. However, the seller has also paid service tax and other charges to the government in the said matter.

AND WHEREAS nobody else besides the Vendor has any sort of interest, right or claim of any kind whatsoever in the Said Plot which on the date hereof is free of all legal disputes and all encumbrances of any kind whatsoever and the Vendor has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.

AND WHEREAS the Vendor represents that the Said Free Hold Plot is free from any agreement, charge, lien, litigation, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, collaboration, joint venture or encumbrance of any other kind and the title of the Said Plot is clear and marketable and there is no encumbrance or charge of any kind whatsoever qua the Said Plot.

AND WHEREAS the Vendor is now desirous of conveying the Said Plot unto the Vendee/s.

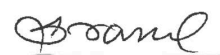
NOW, THEREFORE, THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:

1. That in accordance with and subject to the terms of the Allotment Letter and the terms and conditions contained in this Conveyance Deed and in consideration of the total price paid by the Vendee/s and received by the Vendor (as per details mentioned in Schedule-II hereunder), the Vendor doth hereby sells, conveys, assigns and transfers unto the Vendee/s by way of sale, the Said Plot (more fully described in the Schedule-I hereunder), free from all encroachments, charges and encumbrances together with all ways, paths, passages, rights, liberties, privileges and easements, whatsoever to the Said Plot or in any way appended therewith usually held as part and parcel thereof. The Vendor agrees that for all times hereafter, it shall be lawful for Vendee/s to enter upon the Said Plot and hold and enjoy the same and every part thereof without any interruption, disturbance, claim or demand from the Vendor subject to the terms and conditions of the Conveyance Deed and Allotment Letter. The Vendor agrees that it shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the

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Vendee/s make, acknowledge, execute and perfect with all proper dispatch, all such further and other lawful and reasonable acts, deeds, matters and things whatsoever necessary for assuring the Said Plot unto the Vendee/s in the manner mentioned in this Conveyance Deed and the Allotment Letter. The Vendor covenants that this Conveyance Deed is executed in its entirety and that the Vendor has received full sale price of the Said Plot.

2. That the Vendee/s confirms having paid the prorata share of External Development Charges (EDC) and Infrastructure Development Charges (IDC) as a part of the price of the Said Plot as levied by the Government of Uttar Pradesh from the date of issue of Licence/s, as applicable to the Said Township. The Vendee/s agrees to pay any further increase in or levy of EDC and IDC (by whatever name called or in whatever form) on prorata basis directly to the Government. If, however, the Vendor is required to pay such increase of EDC and IDC to the government authorities/agencies, then the Vendee/s agrees and undertakes to pay the same to the Vendor. The determination of the prorata share of the Vendee/s by the Vendor shall be final and binding on the Vendee/s. The Vendee/s affirms that if the increased EDC and IDC are not paid, the same shall be treated as unpaid sale price of the Said Plot and the Vendor shall have the first charge and lien over the Said Plot and the right to resume the Said Plot.
3. That the Vendee/s has/have agreed that in addition to the other charges mentioned in this Conveyance Deed and the Allotment Letter, the Vendee/s shall also be required to pay in every 5 years as membership fee more clearly described in the Payment Plan as per details mentioned in Schedule-II hereunder and additional entrance fee will be charged for each additional family even if residing in the same Said Plot for use of club which is located inside Township as per approved layout inside or outside the Said Township. The residents/occupants of the Said Township shall have an assured membership of the Community Centre /club subject to payment of aforesaid one time entrance fee. The total number of memberships will be limited to 4 (four) per plot and if more memberships are required in respect of the same Said Plot, then the Vendor reserves the right to review the same in deserving cases and the Vendor's decision on the grant of additional membership beyond four shall be final and binding on the Vendee/s. The members shall abide by the terms and conditions laid down by the management of the Community Centre/club. The

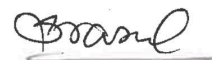
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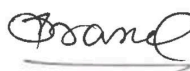
Vendee/s shall be liable to pay for the annual maintenance charges /usage charges in accordance with the usages and services availed by the Vendee/s. The one time entrance fee shall be paid by the Vendee/s as per the Payment Plan annexed to this Conveyance Deed. The Vendee/s shall be required to sign and execute necessary documents for membership of the Community Centre/club which shall contain terms and conditions of membership and Vendee/s shall be bound by the same. The one time entrance fee shall automatically extinguish in favour of the Vendee/s upon sale of the Said Plot by the Vendee/s and the same shall stand transferred in the new vendee/s name.

4. That the Vendee/s confirms and undertakes that the Vendee/s shall be liable to pay all kinds of taxes and cesses including but not limited to value added tax, state sale taxes, central sale tax, work contract tax, services tax, one time building tax, luxury tax, building and other construction worker welfare funds, education cess, government rates, tax on land, municipal tax, property tax, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or livable now or in future by the government, municipal authority or any other governmental authority on the Said Plot/Said Township, as the case may be, as assessable or applicable from the date of Allotment Letter. The Vendee/s further agrees that if the Said Plot is not assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Vendor which shall be final and binding on the Vendee/s. If the Said Plot is assessed separately, the Vendee/s shall pay directly to the competent authority on demand being raised by the competent authority.
5. That except the Said Plot all other land(s), areas, facilities and amenities, are specifically excluded from the scope of this Conveyance Deed and the Vendee/s shall not be entitled to any ownership rights, rights of usage, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities, including but not limited to club/recreational facility and commercial centers. Such lands, areas, facilities and amenities)including the club/recreational facility have not been included in the computation of Plot Area for calculating the Total Price of the Said Plot and the Vendee/s confirms that the Vendee/s has/have not paid any price for use or ownership in respect of any lands, area, facilities and amenities. It is clarified that the ownership of such lands, areas, facilities and amenities vest solely with the Vendor

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and their usage and manner/method of use, disposal etc. shall be at the sole discretion of the Vendor including creation of rights in favour of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode including transfer to government, semi-government, any other authority, body, Person, institution, trust and/or any local body(ies).

6. That the Vendee/s undertakes to do all acts, things, deeds including present himself/herself /itself/themselves as may be required for the execution and registration of the Conveyance Deed in respect of the Said Plot and as the Vendor so desire to comply with the provisions of the Act.
7. That the Vendee/s undertakes to join the Garden city Residents Welfare Association formed under relevant provisions of the Acts of Society Registration Act, 1860 and pay membership fee, any other fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose.
- 8 (i) That the Vendee/s agree(s) to enter into maintenance agreement with the Garden city Residents Welfare Association and its appointed Agency /nominee (hereinafter referred to as 'The Maintenance Agency') as may be appointed by Association from time to time for the maintenance and upkeep of the common areas in the Said Township but outside the Said Plot, until these are handed over to local body or any government agency. The Vendee/s acknowledges and undertakes to pay the Maintenance Charges as the bills raised by the Association/Maintenance Agency. The Vendee/s confirm and undertakes not to raise any claim against payment of Maintenance Charges.
- 8 (ii) That the Vendee/s undertakes to deposit and always keep deposited Interest Bearing Maintenance Security (IBMS) with the- Association--calculated at the rate of Rs. 269/- per sq. mtr. (Rs. 225/- per sq. yd. approx.) on the full area of the Said Plot carrying simple yearly interest as applicable on one year fixed deposit accepted by State Bank of India at the close of each financial year on 31st March calculated from the date of realization of the amount by the Association . In case of failure of the Vendee/s to pay the Maintenance Charges or any other charges

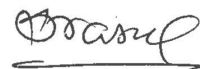
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on or before the due date, the Vendee/s shall not have the right to avail the maintenance services and the Association/Maintenance Agency shall have the right to adjust, in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills and in case such accrued interest falls short of the amount of the default, the Vendee/s confirms that the Association/Maintenance Agency shall adjust the principal amount of the IBMS against such defaults. If due to such adjustment in the principal amount, the IBMS falls short, then the Vendee/s hereby undertakes to make good the resultant shortfall within 15(fifteen) days from the date of such adjustment of the principal amount of IBMS. On such shortfall, the Association/Maintenance Agency shall have the right to withhold such facilities as may be provided by the Association/Maintenance Agency to the Said Plot and the same shall be treated as unpaid sale price of the Said Plot. The Association reserves the right to increase the IBMS from time to time keeping in view, the increase in the cost of maintenance services and the defaults of the Vendee/s in payment of Maintenance Charges. The Vendee/s undertakes to pay such increases within 15 (fifteen) days of demand by the Association/Maintenance Agency. The decision of the Association to increase IBMS shall be final and binding on the Vendee/s. If the Vendee/s fails to pay such increase in the IBMS or to make good the shortfall as aforesaid on or before its due date, then the Vendee/s authorizes the Vendor to treat this Conveyance Deed as cancelled without any notice to the Vendee/s and recover the shortfall from the sale proceeds of the Said Plot and refund to the Vendee/s the balance money realized from such sale.

- 8 (iii) That the Vendee/s acknowledges and confirms that the Association reserves the sole right to modify/revise all or any of the terms of the IBMS, Maintenance Agreement, including the amount/rate of IBMS etc.
9. That the Vendee/s acknowledges and confirms to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Vendor/Association /Maintenance Agency from time to time. The Vendee/s assures and undertakes to pay the total Maintenance Charges fixed by the Association which decision shall be final and binding on the Vendee/s.

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