

SALE DEED

Consideration Rs. - Rupees

Valuation of Rs. /- , Stamp Duty Rs. /-

**Plot No. Block Situated at Revenue Village Pandit Nagla known as Lajpat Nagar – 2 Moradabad
Uttar Pradesh.**

This **Sale Deed** (herein after to be referred to as the **“Deed”**) executed at Moradabad on this ____ day of
____, 2016

BY

Mr.), S/o Mr., aged about 37 years, residing at H.No.80, Central Avenue Sainik Farm, New Delhi - 110062
hereinafter referred to as the **“VENDOR”** or **“Owner”**, (which expression shall, unless repugnant to the
subject or context thereof, be deemed to include his/her/ their heirs, legal representatives, administrators,
executors, successors and permitted assigns) of the FIRST PART;

TO AND IN FAVOUR OF

Mr., aged about 44 years, residing at hereinafter referred to as the **“VENDEES”** or **“Buyer”**, (which
expression shall, unless repugnant to the subject or context thereof, be deemed to include his/her/ their
heirs, legal representatives, administrators, executors, successors and permitted assigns) of the
SECOND PART.

The expressions **“VENDOR”** and **“VENDEES”**, as the context may require, shall individually be referred
to as a **“Party”** and collectively be referred to as the **“Parties”**.

WHEREAS

A. The VENDOR is the absolute owner of land/ Plot No , admeasuring an area of about **102.24** Imarti Square Yards (**72** Sq. Mtr.) bearing Khasra no.**8/8**, situated in Village Pandit Nangla, near old Bye Pass Road, Tehsil and District Moradabad, Uttar Pradesh in his/her possession, more fully described in the Schedule **A** (Schedule of the Property), attached hereto, hereinafter referred to as the "**Schedule Property**" having purchased the same from ----- through a registered Sale Deed vide document no. 15760 dated 30-09-2013, registered at Sub Registrar office Moradabad, in Book No. 1 Volume No. 10136, from Page 209 to 282 bearing Registration No. 15760. The total consideration amount of the aforesaid Plot is Rs----- ----- -- as agreed between VENDEES and VENDOR which stands fully paid by the VENDEESS and no claims of either party will stand against each other after execution of sale deed.

B. **WHEREAS** the said VENDOR along with few other individuals, owning residential plots contiguous to each other (herein after collectively referred to as "Developers"), have come together with the intention to develop project with the name and style of "**LAJPAT NAGAR -2**" (said "Project") on the total land admeasuring 10.67 Acres situated at Village Pandit Nangla, Old Bye Pass Road, Tehsil and District Moradabad, Uttar Pradesh (herein after to be referred to as the "Project Land"). **That the VENDOR apart from the Schedule Property has several other residential plots with title and possession in her favour.**

C. **AND WHEREAS** the VENDOR is absolute owner of the schedule property/ Plot of land and no one besides the VENDOR has any interest, right or claim of any kind in the said Schedule Property/ Plot of land, which is free from all encumbrances, encroachments, disputes of any nature and VENDOR has full and unrestricted right and power to convey, assign, transfer, alienate and sell the same.

D. **AND WHEREAS** in furtherance of the common intention the developers, applied with the Concerned Authority/ Moradabad Development Authority (MDA) for various licenses and approval for developing the said project and consequently the same was granted to the Developers by the concerned governmental authorities/ Moradabad Development Authority (MDA) and other bodies to develop a residential project on the said Project Land. The layout plan/ map of the said project has been duly sanctioned by the MDA vide map no. BF/K/VC/106/13-14 dated 27.01.2014. In terms of the licenses and approvals and the approval of the layout plan hereinbefore mentioned, the Developers are entitled to develop, advertise and sell, lease, transfer , or deal in any manner an exclusive project consisting of developed

plot of lands together with appurtenant spaces and other landscaping forming part of the said Project.

- E. AND WHEREAS** the Developers thereafter commercially launched the said project and advertised the said project through various mediums. After the launch of the said project, the VENDEES had approached the officials of the Developers and thereafter applied for allotment of a residential Plot in the said project being developed with the name of **“LAJPAT NAGAR – 2”**, with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said project i.e. **“LAJPAT NAGAR – 2”**. That after the initial booking-cum-registration dated ----- the VENDEES was allotted residential plots in the aforesaid project, the details of which are mentioned herein under.

PLOT No-, Block: E, Area-----

AND WHEREAS the VENDEES has carried out the due diligence and inspection of the title deeds, ownership records and documents of the Schedule Property/ Plot of Land, the sanctions/ approvals granted by the Competent Government authority/ MDA but not limited to the terms and conditions of the layout/ zoning plan and having satisfied himself/ herself/ themselves with the facts stated herein above, the ownership records and documents relating to the title of the Schedule Property as well as the whole project land, all the agreements and deeds entered into/ executed by the VENDOR as well as the developers pertaining to the development of the said project, the quality of development work and its consonance with the permitted drawings, designs and specifications, the legal rights, title, competency and the AUTHORITY of the VENDOR and owners of the adjacent residential plots (DEVELOPERS) to sell the Schedule Property/ Plot of land, and notwithstanding anything to the contrary stated and represented herein or elsewhere, the VENDEES is fully satisfied with regard to the right, title, competency and authority of VENDOR to enter into this Sale Deed and the transactions contemplated herein.

- F. AND WHEREAS**, the VENDOR has agreed to sell and the VENDEES has agreed to purchase the said plot, duly developed, for a sale consideration of **Rs.9,45,031/- (Rupees Nine Lacs Forty Five Thousand Thirty One only)** which inter alia includes Basic Sale Price, EEC, EDC, PLC and other charges as on date for the said plot/ schedule property, as mentioned in the Allotment letter dated **01/07/2014**, free from all encumbrances, liens, lis pendence, charges, claims, demands, action, attachments, trusts, prior agreements whatsoever or however, on the terms and conditions herein after recorded and the VENDOR has agreed to convey the title of the said Plot, in favor of the VENDEESS.

- G. AND WHEREAS**, the developers as per the terms of the Approvals, Licenses and Sanction Plan by the competent Government Authority/ MDA and other bodies development works were carried out comprising of site clearance, earth filling, plot demarcation, construction of roads, drains, street lighting, electrification, water supply, sewerage, road side plantation, development of common area, parking spaces etc. as per norms fixed by the competent Government Authority/ MDA.
- H. AND WHEREAS** , the VENDEES has undertaken that he/she/ they shall be bound by the conditions and stipulations imposed by MDA and other Competent Authority in respect of the Schedule Property/ said plot of land and the Sale Deed and the terms and conditions broadly setout herein.
- I. AND WHEREAS**, the parties herein to the Sale deed agreed that all the payment towards the consideration of the said plot , which includes basic Sale Price EEC, EDC, PLC and other applicable charges as on date paid by the VENDEES to the VENDOR.
- J. AND WHEREAS**, the VENDEES further undertakes to pay the additional levy, if any, on Stamp Duty and any other future charges/cess/ levies by whatever name called, including Service Tax or any other statutory demand and/or any enhanced EEC, EDC etc. that may be incurred/levied/imposed by the Competent Authority or any Government Body in future.
- K. AND WHEREAS**, in accordance with terms of the Allotment letter dated ----- , it has been agreed that the VENDEES shall, on a yearly basis, commencing from the date of possession of the SCHEDULE PROPERTY/ Plot of land, pay the maintenance charges for the plot towards the maintenance and upkeep of the common areas and facilities including services and facilities, more specifically defined in the Maintenance Agreement executed between the nominated Maintenance agency by the VENDOR and the VENDEES herein. The maintenance charges as set-forth in the Maintenance Agreement shall be duly and timely paid by the VENDEES herein.
- L. AND WHEREAS**, the VENDEES further acknowledges that the VENDOR has readily provided all the information, clarifications etc., as required by him/her/them and VENDEES has relied solely on his/her/their own judgment and investigation while deciding to execute this Sale Deed. There is no other oral or written representation or statement, made by the VENDOR and /or any person claiming under him/her, so as to be considered as a part of this Sale Deed.
- M. AND WHEREAS**, the VENDOR are conveying title of the Said Plot/ Schedule Property unto the VENDEESS on the terms and conditions stated herein below:

NOW, THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

1. That subject to the exceptions, reservations, conditions and covenants contained herein to be observed and in consideration for a sum of - due against the said Plot, till date, in accordance with the provisions of the Allotment Letter dated -----, is already paid by the VENDEES to the VENDOR, the receipt whereof is hereby admitted and acknowledged by the VENDOR, the VENDOR do hereby grant, convey, transfer, assign and assures unto the VENDEES in respect of cost of the SCHEDULE PROPERTY/Said plot of land bearing plot no.----- having area of ----- (Imarti Square Yards -----) situated at Village Pandit Nangla, Near old Bye Pass Road, Tehsil and District Moradabad, Uttar Pradesh more particularly described in the SCHEDULE and the Layout Plan annexed herewith, together with right to use the common areas and facilities and all other easementary rights, interests and privileges, belonging or usually held herewith, to have hold the same unto and to the use of the VENDEES, his/her/their successors, assigns, heirs, executors, administrators, absolutely and forever. The VENDEES is entitled to hold, use and enjoy the same in the manner permitted by the MDA and/or any other Competent Authority without any hindrance or claim from the VENDOR.
2. The VENDOR hereby confirms and acknowledges the receipt of the total Sale consideration payable as on date, in respect of the Said Plot/ Schedule Property and that there is nothing due from the VENDEES towards the sale consideration, except the additional levy, if any, on Stamp Duty and any other future charges/cess /levies/taxes/assessments by whatever name called, including Service Tax, enhanced EEC, EDC etc. or any other demand that may be incurred/levied/demanded by the Competent Authority or any Government Body in future, and the VENDOR hereby acquit, release and discharge the VENDEES in respect of the Sale Consideration payable as on date, in respect of the Said Plot/ Schedule Property.
3. That the actual physical vacant possession of the Said Plot/ Schedule Property has already been handed over by the VENDOR to the VENDEES herein and the VENDEES acknowledges having taken over the possession of the same to his/her/their complete satisfaction in respect of its area, location, dimensions, construction, etc. and all issues/claims of the VENDEESS whatsoever in this regard in terms of the Allotment Letter dated ----- has been settled. The VENDEES has been left with no claim of any nature whatsoever including monetary claim, if any, against the VENDOR in terms of the Allotment Letter. Henceforth, the VENDEES shall be fully responsible for the Said Plot/ Schedule Property.
4. That the VENDEES shall be liable to pay property tax and all other taxes, charges, assessments, levies, of all nature as they may be, assessed and imposed by the concerned Municipal authority or respective Statutory Authority, whether levied currently or at any time in future in respect of the said plot/ Schedule Property irrespective of the fact that the VENDEES has been enjoying the benefit of the said Plot/ Schedule property.

5. That except for the said Plot/ Schedule Property herein agreed to be sold and the necessary easementary rights pertaining thereto all the residuary rights in the said Project shall continue to vest in the VENDOR till such time, the same are not being transferred/ handed over to any Municipal or Governmental Authorities or the Authorities or the Association of the Plot owners constituted under the relevant laws and regulations.
6. That the VENDEES shall not claim any ownership in the Common areas and facilities thereto. Since the interest of the VENDEES in the common areas and facilities is undivided/indivisible and cannot be separated and also subject to the timely payment of the Maintenance Charges, hence the VENDEES shall use the common areas and facilities attached therewith along with other residents / occupiers of the said project including maintenance staffs, without causing any inconvenience or hindrance/annoyance to them. Hence, the VENDEES shall have the ownership right only in respect of the Said Plot/ Schedule Property and save and except the Said Plot/ Schedule Property, the VENDEES shall have absolutely no claim, right, title or interest of any nature or kind over or in respect of all or any open spaces, common areas, facilities equipment/infra-structure of the said Project including but not limited to the open spaces etc. developed and/or to be developed by the VENDOR in the Said Project (which shall remain the exclusive property of the VENDOR). The VENDEES or any other person(s) claiming through the VENDEES shall not be entitled to bring any action for partition or division of the said areas and facilities, or any part thereof, before any court of law or concerned Authority. The VENDEES shall only have the right of ingress/egress, over or in respect of open spaces, and/or any other common areas in the Said project such as parks and roads. The VENDEES hereby agrees and confirms that VENDEES shall not create any blockages, elevations, constructions in the common area and shall indemnify the VENDOR for any losses and damages to the VENDOR for any of its acts of omission or commissions in this regard.
7. The VENDOR hereby assures the VENDEES that the Said plot / Schedule Property is free from encumbrances such as sale, gift, mortgage, disputes, attachment, charges, lien, legal flaws, Claims, whatsoever or however, etc. and there is no legal impediment or restraint of any nature whatsoever for transfer of the Said Plot/ Schedule Property to the VENDEES. The VENDOR further covenants that the VENDEES may at all times peacefully and quietly possess and enjoy the Schedule Property and receive the rents and profits thereof, if any, without any hindrance, eviction, claims or by VENDOR or any other person acting through it.
8. The VENDOR do hereby agrees to indemnify and compensate the VENDEES against any costs, expenses, loss or damage caused to VENDEES in the event of any defect in the title of Schedule Property and / or due to any breach of the terms herein and/or on account of any claim made by the VENDOR or any person acting on his/her/its behalf.

9. That the VENDEES agrees to abide by all Laws, Bye-Laws, Rules and Regulations of the Central /State Government, the relevant Statutory Authority and/or the Local Municipal Bodies and the Conditions of the Allotment of the said plot, which is the part of the Project named "LAJPAT NAGAR -2", and also the directions issued by any Authority governing or relating to the said Plot/ Schedule property and same shall be responsible for all defaults , violations, breaches of any of the conditions of approvals and/or rules and regulations as may be applicable. The VENDEESS also undertakes to abide by the terms of applicable laws including the UP Urban Planning and Development Act, 1973 as amended up to date and/or Uttar Pradesh (Promotion of Ownership, Construction and Maintenance) Act, 2010, and any statutory replacement, modification and amendments thereof which have direct and indirect bearing on the said Plot/ Schedule Property.
10. That the VENDOR and the VENDEESS shall be bound by the terms and conditions of the Allotment letter dated ----- and also Maintenance Agreement to be executed between the Parties therein and all the relevant terms and conditions thereof shall be deemed to be incorporated in the present Sale Deed and as such forms part of the same being in addition to and not subordinate to the present Sale Deed. The VENDEES hereby agrees to fulfill its/his/her obligations under the Allotment letter and Maintenance Agreement to its full intent and purpose.
11. This Sale Deed is subject to all laws, notifications, rules and regulations applicable to the region/area where the Said Plot/ Schedule Property is situated, including terms and conditions of the Licenses granted by the Moradabad Development Authority (MDA) for developing and setting up the said project, and undertakings and approvals granted by MDA in this regard.
12. That the VENDEES confirms and acknowledges that the operation and maintenance of various common services and facilities e.g. common security, upkeep of common areas, etc. inside the Said Project shall initially be managed by agency or entity nominated by VENDOR and its Affiliates for this purpose;, till such time the same is taken over by the Local Authorities or the Association (Resident Welfare Association). That VENDEES acknowledges that by entering deed it is subjecting itself to fulfillment of all terms and conditions of the Maintenance Agreement, which he /she /it shall execute with the Maintenance Agency after the execution of this Deed.
13. That the VENDEESS hereby agrees and confirms that he/she shall not hold the VENDOR responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the VENDEES. The VENDEES hereby expressly discharges the VENDOR from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

14. That it is expressly understood by the VENDEES that the internal security of the Said Plot/ Schedule Property and the person/materials therein and their safety shall be the sole responsibility of the VENDEES and the VENDOR or the Maintenance Agency shall in no way be concerned or liable for the same.
15. That in lieu of maintenance and upkeep of the common areas and facilities in the said project with the said Plot/ Schedule Property is situated, the VENDEES hereby agrees to pay the maintenance charges, IFMS (Interest Free Maintenance Security), contribution towards the sinking/ replacement fund as determined by the Maintenance Agency more specifically as mentioned in the Maintenance Agreement which is executed by and between parties hereto.
16. That the VENDEES shall permit the representative of the VENDOR and/or of the Maintenance Agency from time to time and at all reasonable times to enter into / upon the said Plot/ Schedule Property in order to inspect the same and in order to carry out the necessary maintenance services.
17. That upon taking the possession of the Plot or in case the possession has already been delivered to the VENDEES, the VENDEES shall get approval of the building plans of said Plot/ Schedule Property from the Moradabad Development Property (MDA) and shall also bear all the related costs. Further, the VENDEES shall construct the building/ house as per the sanctions of the MDA and in conformity with overall lay out design of the project. The VENDEES shall be solely responsible for any deviations, violations or breach of any of the conditions of the applicable laws/ approvals of the Authorities. After taking the possession of the said Plot/ Schedule property, the VENDEES shall have no claim as against the VENDOR and Developers on any count whatsoever. Further, the VENDEES shall be bound to start the Construction of house/ residential dwelling over the said Plot/ Schedule Property with due sanction and approval of the site plan from the competent authorities including MDA within 18 months or within such time the competent authority may decide from time to time, from the date of possession of the said Plot/ Schedule property.
18. The VENDEES shall carryout the construction as per the standard specification and as per the guidelines laid down by the Authorities. That for any variation and deviation from the Map approved by the Authority for construction of the dwelling unit, the VENDEES shall be solely responsible for all risks and consequences thereof. The VENDEES shall further ensure that the internal electrical systems and/ or any other work or thing done by him/her/them internally within the said Plot/ Schedule property or externally shall not pose any fire, electrical, structural, pollution and health hazard for which the VENDEES shall be responsible for all the legal and financial consequences arising therefrom. The VENDEES shall adhere to all statutory rules and regulations of the authorities concerned with respect to putting up fixtures and fittings, installations, equipment, up-keep and maintenance of the equipment, regular cleaning and

maintenance of structures and shall be responsible in all respects for any violations thereof and shall be liable for the resultant losses and damages.

19. The VENDOR reserves the sole right to develop the unsold areas and/or common areas in the said Project/ Project land, in accordance with the necessary sanctions/permissions as and when obtained by the VENDOR along with its associate Developers and the VENDEES, individually or collectively by one or more VENDEESS (s)/purchaser(s)/occupant(s) of other residential plots, shall have no right of objection, reservation or interference of any nature whatsoever in this regard.
20. That VENDEES agrees that he/she/ they will only use the said Plot/ Schedule Property for constructing the duly approved residential house and shall use the said dwelling for the residential purpose only and not for any other purposes. Further the VENDEES shall not do any act which would jeopardize the safety and soundness of the property or reduce the value thereof. The VENDEES agrees not to use the Said Plot/ Schedule Property and dwelling unit built thereon or permit the same to be used for any illegal or immoral purposes and shall throughout indemnify and hold harmless the VENDOR against any such use.
21. That in case if any RWA is formed subsequent to the handing over the possession of the said Plot/ Schedule Property to the VENDEES amongst the various plot owners of the said project "LAJPAT NAGAR-2", then it is obligatory on the part of the VENDEES to become the member of such association as early as possible as such within 1 month from the date of the formation of such Association. If in case there is any such Association is already in existence, then the VENDEES undertakes to join its membership within 10 days from the execution of present Sale Deed.
22. That the VENDEES hereby agrees and undertakes that he/she/they shall not sell, transfer, assign or part with his/ her/their right, title, or interest, in the said Plot/ Schedule Property until all the dues payable to the VENDOR and/or its nominated Maintenance Agency are paid in full and no objection certificate is issued by the Maintenance Agency. The VENDEES would be entitled to transfer, assign or lease or part with possession of the said Plot/ Schedule Property, subject to the terms and conditions of this Sale Deed, Allotment letter as well as the Maintenance Agreement. That the VENDEES shall keep the Maintenance Agency informed in writing in case he/she/they wish (es) to sell, transfer or otherwise dispose off the said Plot/ Schedule Property at any time in future, to any third party and in case there remains any arrears payable to the Maintenance Agency or to the VENDOR, as the case may be, on any account whatsoever, the Maintenance Agency may refuse to grant such No Objection Certificate.
23. The VENDEES hereby agrees and undertakes that in case he/she/they transfer his/her/their rights, title and interest in respect of the said Plot/ Schedule Property and dwelling residential plots subsequently built over it, in favour of any third party including his/her/their successors in interest, the VENDEESS shall ensure that the transferee executes a Deed of Adherence to

Maintenance Agreement. The VENDEES shall also obtain a No Objection Certificate from the Maintenance Agency. In the event the transferee does not execute the Deed of Adherence, the VENDEES and the transferee shall be jointly & severally liable to pay the maintenance charges. The non-execution of the Deed of Adherence by the transferee or the nominee of the VENDEES shall not absolve such transferee or the nominee to abide by the terms of this Agreement or from payment of the maintenance charges.

24. That in the event the VENDEES gives the dwelling residential plots on the said plot/ Schedule Property on lease to a lessee, the VENDEES shall have the option to pay the maintenance charges through the Lessee to the Maintenance Agency provided however the VENDEES accepts that he/she/they shall be the primarily responsible for all the obligations under the Maintenance Agreement. The VENDEES shall ensure that his/her/ their Lessee shall comply with the terms and conditions of the Maintenance Agreement. However, the' VENDEES shall continue to be solely responsible and liable for the Maintenance Charges payable under the Maintenance Agreement; and for compliance with the terms of the Maintenance Agreement. It shall be mandatory on such Lessee to accept all the terms and conditions of the Maintenance Agreement.
25. That the VENDOR has obtained master connection/main supply of electricity from the concerned governmental agencies. As far as individual electricity connection of VENDEES is concerned the VENDEES shall be responsible at its own costs and efforts to get the electricity connection in his/her name after fulfilling the legal prerequisites for the purpose.
26. That the VENDEES shall not carry out fragmentation/sub-division of the said plot/Schedule Property in any manner whatsoever, under any circumstances, failing which the VENDEES shall be solely and exclusively liable for all consequences arising therefrom.
27. The VENDOR do hereby declare and covenant with the VENDEES that there are no suits, appeals, complaint or petitions pending in any court in which any question relating to the title of Schedule property is in issue and that there are no attachments, proclamations or orders on Schedule property which in any way prevents the alienation or the rights of the VENDOR to convey the Schedule property
28. That the VENDEES shall not object to the VENDOR and Developers constructing or continuing the development in the adjacent Residential plots in the said Project land and/or carrying out the Construction/ modification of the building(s)/ houses/residential plots/ villas/ commercial complex etc. The VENDEES has fully understood and has agreed that he/she either individually or jointly or through anybody, will not institute or pursue any litigation or suit to seek injunction in any manner whatsoever against the VENDOR and/or their agents from developing and constructing the said Project land in any manner whatsoever. The VENDEES further undertakes not to seek

any stay, injunction, etc from any court/authority that may impede/cause hindrance to the VENDOR in completing the development on the said Project land or handing over possession therein to the other prospective purchasers.

29. That the VENDEES shall hereafter abide by the terms and conditions of this Deed and the applicable laws and should there be any contravention or non-compliance of the provision of this Sale Deed or the Allotment Letter, the VENDEES shall be solely liable for the same. If any loss is caused due to any acts of the VENDEES to the VENDOR, the VENDEES shall be solely responsible for the same and shall keep the VENDOR indemnified at all the times for all such losses.
30. That the VENDOR hereby declare and confirm that upon execution and registration of this Deed of Sale, the VENDEES shall become the absolute owner of the Schedule Property in all respects and with all rights and VENDOR shall have no claim on the Schedule Property thereafter, except what has been mentioned in of this Deed.
31. That all expenses, charges, including stamp duty, transfer duty and registration charges of the registration of the sale Deed has been borne and paid by the VENDEES.
32. That if any provision of this Sale Deed shall be determined to be void or un-enforceable under any applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to confirm to applicable Law and the remaining provisions of this Sale Deed shall remain valid and enforceable in accordance with their terms.
33. That the VENDEES shall be entitled to get the said Plot/ Schedule property mutated in his/her/its name as owner in the revenue records or of any other concerned Authority on the basis of this Sale Deed as its own cost and expenses. But such mutation shall be subject to the terms as mentioned in this Sale Deed and in case the VENDEES subsequently transfers the rights and title of the said Plot/ Schedule property to the third party/ entity, then the transferee shall remain bound with the terms and conditions of this Sale deed.
34. That Vendees undertakes that it shall not change or attempt to change, whether individually or jointly, the name and style of Logo and Mark of the Project which is being developed by Vendor under the name and style of Lajpat Nagar-2.
35. That after the execution of this Sale Deed, no disputes, claims or differences relating to the registration, booking, allotment, other matters dealt with in present Deed, including but not limited to the area, location, development and in all such matters which affect and/or are likely to effect the mutual rights, interest, privileges and claim of the VENDOR, would be entertained. In the event of any dispute , still arising with regard to the terms and conditions of this Sale Deed and same shall be referred to the Sole Arbitrator to be appointed by the VENDOR under the

provisions of the Arbitration and Conciliation Act, 1996 (as amended up to date). The proceeding shall be conducted in English language and the Venue of the Arbitration shall be at National Capital Territory of Delhi. The award of the Arbitrator shall be binding on the parties.

36. That this Sale Deed and the annexure(s) /Schedule hereto constitute the entire agreement amongst the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous correspondence, agreements, negotiations, discussions, representations, among the parties with respect to the subject matter hereof. The Preamble, recitals, and the annexure(s) to this Sale Deed shall form the integral part of this Sale Deed.

SCHEDULE OF THE PROPERTY

All that piece and parcel of land comprised Plot No. measuring about **imarti Square yards** (actual measure about _____ acres) bearing **Khasra no.8/8 in the residential project name "Lajpat Nagar-2"** situated in Village Pandit Nangla, Near old Bye Pass Road, Tehsil and District Moradabad, Uttar Pradesh more fully described below and is bounded by;

North –

South –

East -

West –

The Plot No is about 200 mtr away from the main old bye pass road. The plot is vacant and no Construction has been made on the said plot. The Prevailing Government circle rate of Pandit Nangla (East) is **Rs. 10000/-** (Mentioned in the rate list **dated 01-08-2016** in Part-2, Sub section -4A on pages 38 D-Code No. 008) per square.. So the Valuation of the Plot No. measuring ----- square meter comes is **Rs. -----/-** --- But consideration of the said plot is Rs. -----/- . So the Stamp Duty paid on consideration of **Rs. ----- @ 7%** which comes to **Rs. -----/-** accordingly. The Photos of the parties are identified on behalf of ID Proof and witnesses by Mr----- Advocate.

In witness whereof, both the VENDOR & the VENDEESS have set their respective hands on this deed, on the day, month and year above written in the presence of the following witnesses:

Sign and delivered by:

(_____)

VENDOR

(_____)

VENDEESS

Witnesses

1.

2.