

**BRIEF DETAILS OF SALE DEED**

1. Type of Project : Residential
2. Project Details : Plot No. 2407, 2408, 2411, 2412, 2409 and 56 kh/3 Prayagraj (U.P.) Area 3570.77 Sq. Mtrs.
3. Situation of Road :  
**North** – Part of Arazi No. 2407 & part of Arazi No. 2408, 2411 & 2412 Sherdeeh  
**South** – Arazi No. 2410 & part of Arazi No. 56 Kha/3 Gram RAHIMAPUR & After Arazi No. 2408, 2411 & 2412.  
**East** – 28 meter Allahbad – Jaunpur Road & Part of Arazi No. 56 kha/3 Gram RAHIMAPUR & After Arazi No. 2408, 2411 &

**BRAND MARKETEERS**  
*[Signature]*  
Proprietor

2412.

West – Part of Arazi No.  
2407 & 2409 Sherdeeh.

4. Other Description :
5. Pertaining to the member of House Society :
6. Sale Consideration ;
7. Market Value ;
8. Stamp Duty ;

No. of First Party : 1	No. of Second Party :
Details of Vendor	Details of Vendee
M/s Brand Marketeers (a sole Proprietorship Firm) Through Mr. Sajid Husain Siddiqui as PROPRIETOR, having its principle place of business at – TF 13-14 – 3 <sup>RD</sup> floor, Vinayak Triveni Towers, P. D. Tondon Road, Prayagraj and its PAN is AWGPS4610L represented through its Proprietor (Aadhar No. XXXX-XXXX-5167)	

**SALE DEED**

The DEED OF SALE is made at Prayagaraj on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN**

M/S Brand Marketeers (a sole Proprietorship Firm) Through Mr. Sajid Husain Siddiqui as PROPRIETOR, having its principle place of business at – TF 13-14 – 3<sup>RD</sup> floor, Vinayak Triveni Towers, P. D. Tondon Road, Prayagraj and its PAN is AWGPS4610L represented through its Proprietor

BRAND MARKETEERS  
*Sajid Husain Siddiqui*  
Proprietor

(Aadhar No. XXXX-XXXX-5167), hereinafter referred to as the "Promoter/Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the survivor and their heirs, executors and administrators of the last surviving partner and his/her/their assigns.)

AND

Mr. Ratan Kumar Agrawal S/O Sri Lal Ji Agrawal, R/o 4/59, Agrawali Tola Jhansi, Allahbad now Prayagraj (hereinafter referred as 'Landowner'), is in absolute and lawful owner of the land Plot No. 2407, 2408, 2411, 2412, 2409 & 56 kh/3, shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees.)

AND

Mr./Mrs./M/S..... son/daughter/wife  
of Mr.....  
Aged.....years, R/o..... (Aadhar  
No. ....) (PAN ..... ) (hereinafter singly/  
jointly, as the case may be, referred to as the "Allottee(s)/Buyer(s)", which  
expression shall, unless repugnant to the context or meaning thereof be deemed  
to mean and include their legal successor(s), administrators, executors  
successors & permitted assignees) of the OTHER PART

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as  
"Parties" and individually as a "Party".

#### WHEREVER

- a) The Mr. Ratan Kumar Agrawal S/O Sri Lal Ji Agrawal, R/o 4/59, Agrawali Tola Jhansi, Allahbad now Prayagraj, is in absolute and lawful owner of the land Plot No. 2407, 2408, 2411, 2412, 2409 & 56 kh/3 with a total area admeasuring of 3570.77 square meters situated at Plot No. 2407, area – 1022.55 Square meter, Plot No. 2408, area – 249.99 square meters; Plot No. 2411, area – 217.25 square meters: Plot No. 2412, area –

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511.50 square meter; Plot No 2409, area – 1401.48 square meter: all Plots situated in village - Sherdeeh, Tehsil – Phulpur, District Prayagraj; and Plot No. 56 kh/3, area – 168 Square meters, situated in Village – Rahimapur, Tehsil – Phulpur, District - Prayagraj (“Said Land”).

- b) The landowner has given full authority with Power of Attorney to the M/S Brand Marketeers, a Sole Proprietor Firm through its Proprietor Mr. Sajid Husain Siddiqui S/o Mr. Sadiq Husin Siddiqui, R/o 276/89/30, Muir Road, Prayagraj (hereinafter referred as Promoter/Seller), to construct Buildings/Apartments through the Builder Agreement dated 08/05/2024 And E-stamped as certificate no. IN-UP45686450297484W, registered in the office of sub-Registrar Phulpur, Prayagraj, in book NO. 1, Volume 10409 at pages 303 to 304 as documents No. 5423 on dated 09/05/2023.
- c) The Seller/Promoter is the owner, and in possession of the vast stretch of free hold land of the revenue village of Sherdeeh and Rahimapur, Tehsil Phulpur and District Prayagraj, in the state of Uttar Pradesh, wherein the Seller/Promoter is developing a residential Apartment-ship in the name and style of “**BMRR TRIDHARA**”, and in the said Apartment-ship, the Seller/Promoter on specific parcels of land, is developing a Group Housing Project consisting of various flats of various types and sizes, under the name and style of “**BMRR TRIDHARA**”, (which group housing project is hereinafter referred to as the “project”), as per various approvals (including the ones obtained and the ones applied for).
- d) Later on the Seller/Promoter got constructed the building named “**BMRR TRIDHARA**” (hereinafter to as “the said building”) identifying as Tower- \_\_\_\_\_ in pursuance of permit no. Group Housing/03143/PDA/BP/22-23/0956/21122023 dated 03/05/2024;
- e) The Buyer(s)/Allottee(s) are satisfied by the title of the project land and is desirous of purchasing a Flat in the building known as ‘**BMRR TRIDHARA**’, situated at Plot No. 2407, area – 1022.55 Square meter, Plot No. 2408, area – 249.99 square meters; Plot No. 2411, area – 217.25 square meters; Plot No. 2412, area – 511.50 square meter; Plot No 2409, area – 1401.48 square meter: all Plots situated in village - Sherdeeh, Tehsil – Phulpur, District Prayagraj; and Plot No. and Plot No. 56 kh/3,

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area – 168 Square meters, situated n Village – RAHIMAPUR, Tehsil – Phulpur, District – Prayagraj, having Carpet area measuring about 3570.77 sq. meter more and fully detailed in the schedule attached hereto.

- f) The Buyer(s)/Allottee(s) acknowledges that the Seller/Promoter has provided all the information and clarifications as required by the Buyer(s)/Allottee(s) and, that the Buyer(s)/Allottee(s) has relied on its own judgment and investigation in deciding to book an Apartment/ Flat in the said Project and enter into this Deed and has not relied upon and is not influenced by any architects plans, advertisements, statements or estimates of any nature whatsoever made by its selling agents /brokers. No oral or written representations or statements shall be considered to be part of this Deed and that this Deed is self-contained and complete in itself in all respects. Further the compensation of claim, if any, of the Buyer(s)/Allottee(s) in respect of the Flat hereby sold shall be deemed to have been waived.
- g) The Seller has accepted the request of the Buyer(s)/Allottee(s) and has earmarked an Apartment / Flat no. \_\_\_\_\_ having Carpet area of \_\_\_\_\_ Sq. ft., Built-up area of \_\_\_\_\_ Sq. ft., Super Built-up area of \_\_\_\_\_ Sq. ft. and exclusive balcony/verandah area of \_\_\_\_\_ Sq. ft. on \_\_\_\_\_ Floor in the Project known as "BMRR TRIDHARA" and undivided proportionate right of using Common Area/facilities such as use of common passage, staircase, lift, water and electrical arrangement and shall be hereinafter referred to as the "Said Apartment/Flat" for Basic Sale Consideration subject to the terM/S and conditions hereinafter contained in this Deed, as mutually agreed by and between the Parties hereto.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:**

1. THAT in consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("sale consideration") paid by the Buyer(s)/Allottee(s) to the Seller/Promoter, the receipt whereof Seller/Promoter hereby acknowledge. The Seller/Promoter hereby sells, conveys, assigns and transfers by way of absolute sale all that Flat No. \_\_\_\_\_ (in word) on the \_\_\_\_\_ (in word) Floor in Tower-\_\_\_\_\_ in the

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project known as "BMRR TRIDHARA" 'built over a plot of land bearing Plot No. 2407, area – 1022.55 Square meter, Plot No. 2408, area – 249.99 square meters; Plot No. 2411, area – 217.25 square meters; Plot No. 2412, area – 511.50 square meter; Plot No 2409, area – 1401.48 square meter: all Plots situated in village - Sherdeeh, Tehsil – Phulpur, District Prayagraj; and Plot No. 56 kh/3, area – 168 Square meters, situated n Village – RahimApur, Tehsil – Phulpur, District – Prayagraj, measuring total area about 3570.77 Square meter carpet Area, more-fully described in the **SCHEDULE A (SCHEDULE OF PROPERTY)** attached with this deed and flat plan attached hereto in favour of the Buyer(s)/Allottee(s) to hold the same as absolute owners thereof, on the following terM/S and condition.

2. **THAT** the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the Buyer(s)/Allottee(s) hereinafter, and presently no right of easement of any kind is available to any other person or persons, to restrict the Buyer(s)/Allottee(s), right of use and enjoyment of the property sold in any manner whatsoever.
3. **THAT** the property hereby sold is free from all sorts or encumbrances, liens, attachments, mortgages, transfers and charges etc. and the same is neither under any acquisition nor subject matter of any dispute with any third person and no litigation in respect of the title of the Seller/Promoter is pending in any court of law or with any authority.
4. **THAT** the Buyer(s)/Allottee(s) and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said residential apartments, parking of personal vehicles in the open spaces shall however, be permitted.
5. **THAT** the Seller/Promoter has already got done the electric wiring and fittings in the demised premises and the electric points are provided in the demised premises by the Seller/Promoter and other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the

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Buyer(s)/Allottee(s), and the same shall be exclusive property of the Buyer(s)/Allottee(s).

6. **THAT** the land on which the aforesaid residential apartments/Flats including the flat hereby sold stands constructed shall be the common property of the Buyer(s)/Allottee(s), and the other Flat owner(s)/Buyer(s)/Allottee(s) or their transferees, or assignees, etc. of the flats, situated on the ground, first and subsequent floors.
7. **THAT** the Buyer(s)/Allottee(s) shall keep the flat in good condition so as not to endanger, the safety of the flats on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force majeure conditions arises in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore, then the Buyer(s)/Allottee(s) agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his/her/their flat bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby sold a kin to the apartment as existed at the time of destruction would be borne by the Buyer(s)/Allottee(s) of the respective flats. The Buyer(s)/Allottee(s) of the ground floor shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of Buyer(s)/Allottee(s) as described hereinabove.
8. **THAT** after handing over the possession of the Flat to the Buyer(s)/Allottee(s), the Society will be maintaining the water main, sewer lines, common passages, lift, staircase and other common facilities leading to ingress and egress of the flat, the built-up area of which is hereby sold, and all respective Buyer(s)/Allottee(s) shall pay to the Society towards such maintenance charges at the rate which will be mutually decided by the parties.
9. **THAT** the Buyer(s)/Allottee(s) shall be liable to pay Interest Free Maintenance Fund (IFM/S) to the Seller/Promoter.

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*[Signature]*  
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10. **THAT** the Buyer(s)/Allottee(s) further agreed to pay the enhanced rate of the maintenance charges as and when the cost of maintenance will go up and also keeping in the view of the actual cost of maintenance, for which the necessary notice will be given by the Seller/Authorised Agency to the Buyer(s)/Allottee(s), and on default of the Buyer(s)/Allottee(s) or failing or neglecting or refusing to make Payments of the said maintenance charges, seller/Promoter/Authorised Agency shall be entitled to recover the same through Court of Law at the cost of the Buyer(s)/Allottee(s).
11. **THAT** the Seller/Promoter will maintain the premises till the formation of Society is formed by the residents of **BMRR TRIDHARA**.
12. **THAT** if the Buyer(s)/Allottee(s) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the Buyer(s)/Allottee(s) under this deed, then the M/S Brand Marketeer (Sole Proprietorship) /Authorised Agency/ Society, shall be entitled to recover the same through Court of Law at the cost of the Buyer(s)/Allottee(s).
13. **THAT** before transfer of the said property either by Buyer(s)/Allottee(s) or any of their transferee(s), the Buyer(s)/Allottee(s) or any of his transferee(s) shall have to obtain the 'No Dues Certificate' from the 'M/S Brand Marketeer (Sole Proprietorship) /Authorised Agency/ Society', who are maintaining the aforesaid building regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the Buyer(s)/Allottee(s) or any of their transferee(s) transfer the said property without obtaining the said 'No Dues Certificate' from the M/S Brand Marketeer (Sole Proprietorship) /Authorised Agency/ Society, then in that event the new owner or owners of the said property has to pay all the outstanding dues regarding the maintenance charges, house tax, and other charges, which are payable in respect of the said property, to the M/S Brand Marketeer (Sole Proprietorship) /Authorised Agency/ Society.
14. **THAT** the Flat hereby sold shall be used by the Buyer(s)/Allottee(s) for residential purposes and in no case, the Buyer(s)/Allottee(s) can change the same other than the residential purposes.

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15. **THAT** the Seller/Promoter hereby agrees and assures the Buyer(s)/Allottee(s), to help and assist the Buyer(s)/Allottee(s) in getting the Flat transferred/mutated in the relevant records of the Revenue Department and any other concerned department and/or the Buyer(s)/Allottee(s) shall have full right to get the apartment transferred/mutated in his/her own name from the concerned department on the basis of this sale deed.
16. **THAT** the Buyer(s)/Allottee(s) shall have no right to cover the balconies and terrace area of the attached flat in any manner by making temporary or permanent construction or install any kind of instrument on the balconies grills and outer walls of the flat.
17. **THAT** the Seller/Promoter represent that they have absolute authority to transfer the property hereby sold and they have further represented that the said property is free from all sorts of encumbrances, liens, charges, mortgages, attachments etc. but in case the Buyer(s)/Allottee(s) is deprived of the property hereby conveyed or any part thereof on account of any defect in the title of the Seller/Promoter, if the Buyer(s)/Allottee(s) is put to any loss on this account then the Buyer(s)/Allottee(s) shall be entitled to recover from the Seller/Promoter and its successors, legal representatives and assignees, the whole of the amount of sale consideration of this deed together with interest and damages and if at any time hereinafter by reason of any defect or omission on the part of the Seller/Promoter, any person or persons make claim/s in the property hereby conveyed or any part thereof, then Seller/Promoter hereby agrees to refund the whole amount of sale consideration along with damages to extent of right affected in the said property by any defect or default or omission of the Seller/Promoter and to make good the loss suffered by the Buyer(s)/Allottee(s).
18. **THAT** in case any dues are outstanding against the Seller/Promoter or its predecessors in interest in respect of property hereby sold either to the Government or any bank or anybody who M/S over, the liability and responsibility of the same shall be of the Seller/Promoter and not the Buyer(s)/Allottee(s).

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19. **THAT** the Buyer(s)/Allottee(s) shall take his own electric connection from Prayagraj Electric supply undertaking and will pay for the electricity consumed for its portion to Purvanchal Vidyut Vitaran Nigam Ltd. The Buyer(s)/Allottee(s) shall obtain a "No Objection Certificate" from the seller/Promoter for its purpose.
20. **THAT** the Buyer(s)/Allottee(s) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid Flat by any authority or body or Govt. from time to time.
21. **THAT** the Sellers/Promoter shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid flat by any authority or body or Govt. till offer for possession or date of execution of this deed, whichever is earlier.
22. **THAT** the vacant possession of the property hereby sold has been delivered by the Seller/Promoter to the Buyer(s)/Allottee(s) with all rights, privileges so far held and enjoyed by the Seller/Promoter to hold and enjoy the same the Buyer(s)/Allottee(s) free from all sorts of encumbrances.
23. **THAT** The seller/Promoter shall be entitled to display signboards at the roof, on the exterior of the building, and common area and use such open, free space for brand promotion etc. The Buyer(s)/Allottee(s) shall not be entitled to put its hoardings or permit other persons to put their hoardings within/ outside the building.
24. **THAT** all the Provisions of Flat Owners Act, which are not contrary to this Deed shall apply.
25. **THAT** except Ownership rights in the construction of the said Flat hereby sold, Buyer(s)/Allottee(s) shall have no claim, right, title or interest of any kind in respect of said property and roof of the said property hereby sold. However, the Buyer(s)/Allottee(s) of the said property shall have only right to use all common facilities except as herein above provided. The Buyer(s)/Allottee(s) will be absolute owner(s) of the Flat sold only by virtue of the instant deed and the

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common areas and all common facilities shall remain undivided. The Buyer(s)/Allottee(s) shall have no claim against the Promoter/Seller in respect of any item of work, material and installations etc., in the said property hereby sold.

26. **THAT** the Seller/Promoter hereby declares that this Sale Deed is being made in favour of the Buyer(s)/Allottee(s) along with the undivided proportionate title in the common areas to the association of allottee(s)/ Maintenance society/resident welfare association formed or to be formed for the said project.
27. **THAT** the flat transferred under this deed is situated at Arazi No. 2407, 2408, 2409, 2411, 2412 Situated in Village Sherdeeh & Arazi No. 56KHA/3 Situated in Village Rahimapur, All Arazi in Tehsil Phulpur Dist. Prayagraj, which is situated on segment "From Shardeeh Tiraha uptill Kamlesh Yadav Degree College" within the jurisdiction of Sub. Registrar - phulpur, prayagraj given in praroop - 4, at Sl. No. 9, at page 61 given in circle rate fixed by Collector, Prayagraj for the year - 2023-24 w.e.f. 02/12/22., hence the valuation of the land is calculated as per Residential rates given in the circle rate Fixed.
28. **THAT** save and except the said Flat as is purchased by the Buyer(s)/Allottee(s), and the Buyer(s)/Allottee(s) shall have no claim or right of any nature or kind whatsoever in the open land and / or the building subject nevertheless that the Buyer(s)/Allottee(s) shall have limited right to use the common portions with the other occupiers of the flats and the building as per the conditions imposed by Maintenance Society.
29. **THAT** this Sale Deed is the only conveyance or the document conferring the title in respect of the said Flat to the Buyer(s)/Allottee(s) and thus, the same supersedes any other agreement or arrangement whether written or oral, if any, between the Parties and variation in any of the terM/S hereof, except under the signatures of the authorized signatory of the seller after the date of registration of this Sale Deed.
30. **INDEMNIFICATION:**

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1. That the Buyer(s)/Allottee(s) hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Seller/ Promoter may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the Buyer(s)/Allottee(s) in respect of the said Flat from the date of execution of this Deed.
2. That the Seller/Promoter hereby indemnifies and agrees to keep the seller indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Buyer(s)/Allottee(s) may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by the Buyer(s)/Allottee(s) in respect of the said Flat from the date of execution of this Deed.
31. **NOTICE:** That all letters, circulars, receipts and / or notices issued by Seller dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Buyer(s)/Allottee(s) given herein above will be sufficient proof of the receipt of the same by the Buyer(s)/Allottee(s) and shall completely and effectually discharge the Seller/ Promoter in respect of the same.
32. **THAT** the entire expenses for execution and registration of this deed and typing charges, registration fees and other miscellaneous expenses shall be exclusively borne by the Allottee(s)/Buyer(s) and the stamp duty has been paid by Allottee(s)/Buyer(s) to this deed.
33. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India for the time being in force.
34. **JURISDICTION:** That, the High Court of Uttar Pradesh, at Allahbad bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.
35. **DISPUTE RESOLUTION:** Any dispute, difference, controversy or claim (Dispute) arising between the parties out of or in relation to or in

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connection with this Deed, of the breach, termination, effect, validity, interpretation or application of this Deed or as to their rights, duties or liabilities there under, or as to any act, matter or thing arising out of, consequent to or in connection with this Deed, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the Arbitration Act). The Promoter shall appoint the Sole Arbitrator and decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Prayagraj. The language of the arbitration and the award shall be English/Hindi. The cost of arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

IN WITNESS WHEREOF the parties have put his respective hand on this deed of sale on the date month and year, first above written.

Signature of Seller / Promoter	Signature of Land-Owner	Signature of Buyer/Allottee(s)
For M/s BRAND MARKETEERS	Mr. Ratan Kumar Agrawal	
Authorized Signatory Sajid Husain Siddiqui Date:		

Witness :

- 1.
- 2.

Drafted by :	Composed by :
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BRAND MARKETEERS  
Sajid Husain Siddiqui  
Proprietor

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**SCHEDULE - A**

**SCHEDULE OF PROPERTY**

Flat No. \_\_\_\_ (\_\_\_\_) on the \_\_\_\_ (\_\_\_\_) Floor in the Tower-\_\_\_\_ in the building known as 'BMRR TRIDHARA', built over a plot of land bearing Plot No. 2407, area – 1022.55 Square meter, Plot No. 2408, area – 249.99 square meters; Plot No. 2411, area – 217.25 square meters; Plot No. 2412, area – 511.50 square meter; Plot No 2409, area – 1401.48 square meter: all Plots situated in village - Sherdeeh, Tehsil – Phulpur, District Prayagraj; and Plot No. and Plot No. 56 kh/3, area – 168 Square meters, situated n Village – RAHIMAPUR, Tehsil – Phulpur, District – Prayagraj bounded on the: -

**In North** : Part of Arazi No. 2407 & part of Arazi No. 2408, 2411 & 2413 Sherdeeh

**In South** : Arazi No. 2410 & part of Arazi No. 2408, 2411 & 2412 Sherdeeh Boundary wall Phoolchandra Singh

**In East** : 28 meter Allahbad – Jaunpur Road & Part of Arazi No. 56 kha/3 Gram RAHIMAPUR & After Arazi No. 2408, 2411 & Shardeeh

**In West** : Part of Arazi No. 2407 & 2409 Shardeeh

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**SCHEDULE – B**

**Payment Details of the Unit**

CONSTRUCTION LINKED PAYMENT PLAN		
S. No.	Time of Payment	Amount Payable in % on Total price
1	On Booking	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

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