

SALE DEED

Ward : Vidyawati

Sale Consideration : Rs [REDACTED].00

Market Value : Rs [REDACTED].00

Stamp Duty : Rs [REDACTED].00

DETAILS OF INSTRUMENT IN SHORT

01	Type of Property	Commercial Shop
02	Ward /Pargana	Vidyawati, Lucknow
03	Mohalla/Village	Plot No CP 138, Sector D-1, Kanpur Road Yojna Lucknow
04	Property No	Shop No. [REDACTED]
05	Measurement	Square metres
06	Area of Shop	[REDACTED] Sq metres
07	Sales Consideration	Rs [REDACTED]

BOUNDARIES

North: [REDACTED]

South: [REDACTED]

East : [REDACTED]

West: [REDACTED]

No. of person in First Part (1)	No. of person in Second Part (1)
Details of Seller	Details of Purchaser
Rhine Infrabuild LLP (LLP Identification No. AAL 4202) having office at Anand Plaza, CP-01, Viram Khand 01, Gomti Nagar, Lucknow 226010	

SALE DEED

This Sale Deed is executed at Lucknow, on this [REDACTED] day of [REDACTED], of [REDACTED]

between

M/s RHINE INFRABUILD LLP (LLP Identification No. AAL 4202) having its office at Anand Plaza, CP - 01, ViramKhand 01, Gomti Nagar, Lucknow (PAN No. AAXFR1356B) through its Designated Partner Mr [REDACTED] of [REDACTED] resident of [REDACTED] vide its Resolution dated [REDACTED] (hereinafter called the “Seller**” which expression shall mean and include their successors,administrators, nominees and all legal assigns)**

AND

[REDACTED] son/ daughter/ wife of Shri [REDACTED] resident of House No. [REDACTED] hereinafter called the “Purchaser**” (which expression shall mean and include their successors,administrators, nominees and all legal assigns)**

WHEREAS the Seller has represented that he is the absolute owner of the FSI available against land, admeasuring 4195.95 sqmetres of Freehold commercial Plot No. CP-138, situate at Sector D-1, Kanpur Road Yojna, Lucknow

WHEREAS M/s Poddar Real Estate (P) Ltd having registered office at 22, B R B Basu Road, 1st Floor, Room No 14, Kolkata 700001, West Bengal, is the owner of the Free Hold Commercial Plot CP-138, having area of land measuring 14050.95 sqmetres situate at Sector D-1, Kanpur Road Yojna, Lucknow which was purchased from the Lucknow Development Authority on the basis of the registered sale deed dated 3.10.2016, registered at Bahi No 1, Zild No 2182, Pages 21 to 42 at serial No 18481. It is submitted that the name has been recorded in the land records pursuant to the order passed by the Secretary, Lucknow Development Authority, Lucknow.

AND WHEREAS M/s RHINE INFRABUILD LLP (LLP Identification No. AAL 4202) having its office at Anand Plaza, CP - 01, Viram Khand 01, Lucknow has purchased the land/FSI available against land, admeasuring 4195.95 sqmetres of Freehold commercial Plot No. CP-138, situate at Sector D-1, Kanpur Road Yojna, Lucknow which is registered vide sales deed dated 17.07.2018 registered in Bahi No. 1, Zild No. 20, pages No. 319 to 356 at serial No. 277 on 17.07.2018 in the office of Sub Registrar, Sarojini Nagar, Lucknow.

WHEREAS the seller has represented that the he is absolute owner of commercial premises / plot No 138, Sector D-1, Kanpur Road Yojna, Lucknow, **it known as "CELESTE MALL & MULTIPLEX"** (hereinafter referred to as the "**Project**") consisting of Lower Ground Floor, Upper Ground Floor, First Floor , Second Floor, Third Floor having various sizes of commercial shops, Food court, Multiplex along with other common areas and facilities limited common areas and facilities which include open/covered car parking space and independent area means and include the commercial area for use of Shop owners and may be sold by the company with or without construction wholly or in part without the interference of shop owners. The, the map of which has been sanctioned vide permit No MAP 20183515 dated 01.10.2019 issued by the Lucknow Development Authority, Lucknow.

AND WHEREAS the seller has completed the entire construction and offered for allotment and sale of shop in the complex. The Seller has agreed to allot to the Purchaser and the Purchaser has agreed to purchase Shop No. [REDACTED], on the [REDACTED] floor in the said complex along with undivided and including all easmentary rights attached thereto along with right of use of parking space in limited common areas and facilities within the said complex for and agreed consideration and in accordance with the terms and condition as contained therein.

AND WHEREAS the Purchaser has carried out the inspection of the said shop and has satisfied himself/herself/themselves with respect to the same including as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common amenities and passages, appurtenant to the said Shop and also the nature, scope and extent of the undivided benefit of interest in the common area and facilities within the said complex.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:-

1. That in consideration of a sum of Rs. [REDACTED] /- (Rupees [REDACTED] Only) the seller hereby convey assigns and transfer by way of absolute sale all its rights, title and interest in the property described in the schedule hereto with all right, title attached to or upon the said tenements consisting of the **Shop No [REDACTED] having super area of [REDACTED] square feet ([REDACTED] sq metres)** without any hindrance, interruption or interference from anybody provided of course that the purchaser shall accepted and always keep the four walls, floor and ceiling of the shop sold to him by keeping it in through good repair and shall not do any such act or deed whereby the four walls, floor or ceiling are damaged and as a result of which the tenements on the upper floors damaged.

2. That the said Shop hereby sold conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created on request of the Seller to obtain housing loan / construction loan) transfers, easements, liens, attachments of any nature whatsoever and the Seller has unencumbered, good, subsisting and transferable rights in the same.
3. That the vacant and peaceful possession of the said Shop hereby sold has been delivered by the Seller to the Purchaser only after physical inspection of the allotted shop with the entire satisfaction and confirmation about the quality of construction built up area and super area, facilities and amenities designs and hereby agree not to raise any dispute on such account thereafter either individually or by jointly as member in the society/association or otherwise in any capacity.
4. That in case the Purchaser has availed of a loan facility from financing bodies to facilities the purchase of the said Shop then in that case (a). The terms of the financing agency shall exclusively be binding and applicable upon the Purchaser Only (b). The Purchaser shall alone be responsible for repayment of dues of the financial institution/agency along with interest/penalty accrued thereon or any default in re-payment thereof.
5. The Purchaser shall also have undivided proportionate share in the common areas and facilities within the Building and shall use such common areas and facilities harmoniously with other occupants of the Building with out causing any inconvenience or hindrance to any of them. WHEREAS the use of such common areas and facilities within the Building shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.

6. Except for the said Shop conveyed herein along with all common easementary rights attached therewith including undivided right of use of all common areas and facilities of ingress egress over common areas within the Complex/Project which may be within or outside the foot print of the Building all rights and interest in all un-allotted/unsold areas in the Buildings/Complex, open spaces, roofs/terraces of Building, basements, parking spaces in limited common areas and facilities and commercial spaces in independent areas shops, facilities amenities etc, if provided in the stilts/basements of the said Building/Complex shall vest in the Seller and the Seller shall have the sole right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale transfer, lease or any other made which the Seller may deem fit in its sole discretion.

Note: Open space, basements, unsold shops, food court, multiplex, parking, commercial space etc, will remain the property of the Seller.

7. The Purchaser shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Building and the same shall always remain undivided and impartibly and unidentified.
8. The Purchaser shall not cover or construct any structure in around above or below or encroach upon the covered/ parking space specifically earmarked for his use it is so understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to and be integral part of the said Shop and shall in no case be dealt with in any manner in separation with the said Shop. Whenever the said Shop is transferred in any manner the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously.

9. That the Purchaser has already paid the sale consideration as stated herein above and all other dues, which are payable from the date of application and/or in terms of Agreement to Sell, referred herein above. However, if any additional charges levies, rates, taxes, demands etc. including GST, for the provision of peripheral and/or external services or for any other reason attributable to the said Shop/project are levied in future retrospectively or otherwise then they shall be treated as unpaid consideration of said Shop payable by the Purchaser and the Seller shall have first charge/lien on said Shop for recovery of the same.

10. That the Purchaser shall be liable to pay all taxes or other charges including Municipal Tax, Water Tax, Sewerage Tax, Service Tax, Metro Cess or any other such taxes charges levies, GST etc. which are imposed levied or charged under any law in force or that may hereafter be enforced in respect of the said Shop after the allotment. so long as said Shop is not separately assessed for the taxes, duties etc. the Purchaser shall pay proportionate share of such dues demands charges taxes liabilities, if any, in proportion to the super area of the said Shop.

11. That the Seller do hereby covenant with the Purchaser that the interest, which the Seller hereby profess to transfer is subsisting and the Seller has good rightful power and authority to convey, grant, transfer, assign and assure the said Shop unto the Purchaser in the manner aforesaid free from all encumbrances. The Seller hereby covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Seller, the Purchaser suffers any loss Seller will indemnify.

12. That the Purchaser shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project/Complex, rules framed by the regulations

stipulated by Lucknow Development Authority and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the Seller and owners/occupiers of other Shops in the Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.

13. The Seller has agreed to organize Operation, upkeep and maintenance of various services and facilities in the Complex for the initial period of complex is completed through itself or its nominated M/A (Management Agency) vide Complex Maintenance Agreement executed between the Seller and Purchaser. The Purchaser has undertaken to deposit with the Seller a Interest Free Maintenance Security (IFMS) deposit and Advance Maintenance Charges (AMC) towards recurring maintenance expenses, house keeping watch & ward charges & other expenses including administrative/supervision charges etc. as per the terms of the said Complex "Maintenance Agreement". The Seller shall organize the operations and maintenance of services and facilities through itself or through its nominated maintenance agency who shall be entitled to disconnect the said services and facilities including the electricity supply & power back-up in the event of default or delay/default in payment of said maintenances charges by the Purchaser.

14. That, It is specifically mentioned that the Seller/ MA shall handover the Complex Maintenance to the Shop owners Association only after completion of entire construction in complex or two years whichever is later as the case may be. The Purchaser promises agrees and undertakes to become member and to pay membership fee on its constitution/formation as per its bye-laws.

15. That the Purchaser is liable to pay recurring maintenance charges as determined by the Seller/Maintenance Agency,

irrespective whether the Purchaser is in occupation of the Shop or not within a period of 7 days of demand. The Seller/Maintenance Agency reserves the right to enhance Interest Free Maintenance Security (IFMS) deposit and the maintenance amount payable by way of WHEREAS one time, annual or monthly charge, In case of delay in payment interest @ 18% per annum shall be charged for the period of delay. In case of failure of the Purchaser to pay the maintenance bill, other charges on or before the due date the Purchaser is permitting the Seller/Maintenance Agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities with the Project. The Seller may also apart from other remedies open to it restrict or object to the transfer of the said Shop by the Purchaser.

16. That, In case of continuous failure of the Purchaser to pay the maintenance charges, the Seller/ Shop Owners Association/ Maintenance Agency, as the case may be shall have the right to adjust the amount of outstanding maintenance charges along with the IFMS fund.
17. That the Purchaser has reimbursed/agreed to reimburse to the Seller such charges as demanded/may be demanded separately for making arrangement for providing sewerage, water and power backup connections etc. The Purchaser has also agreed and undertaken to pay power back up charges to the Seller or its nominated agency. The supply of the power back up facility shall be liable to be disconnected if the bills for the same are not paid in the specified time.
18. That the Seller has provided power backup system to each Shop and to the common services/facilities in the Project. The Purchaser shall be liable to pay regularly and timely the charges towards power back up charges & CAM charges as determined by the Seller/nominated Maintenance Agency,

failing which supply of power backup can be discontinued by the nominated Maintenance Agency. The payment should be made through Cash / Demand draft / Cheque/NEFT.

19. That the maintenance of the said shop including all walls and partitions shall be the exclusive responsibility of the Purchaser from the date of the possession/deemed possession. WHEREAS the Purchaser will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shaft, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the local authorities or the Shop Owners Association.

20. That the Purchaser's right to use of the common areas and facilities within the said Building/said Complex shall be subject to timely payment of Complex Maintenance & Management (CMM) charges /Capital Equipment Replacement and Repairs Fund and any other charges as billed by the M/A and performance by the Purchaser of all his obligations under the Tripartite Complex Maintenance & Management Agreement executed between the Seller, Purchaser and M/A. So long as the maintenance and other related charges/contributions are paid regularly, as provided in these presents the Purchaser or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments irrespective of the fact that the Purchaser has deposited IFMS it shall not be open to the Purchaser

21. That, to claim usage of any rights of the common facilities and that the Seller/MA in its sole discretion shall be entitled to effect disconnection of services to defaulting Purchaser(s) which may include disconnection of basic facilities and deny usage of any or all common facilities within the complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Purchaser.

22.

23. The Seller and/or M/A and their authorized staff and workmen shall always have the right to enter into and upon the said Shop or any part thereof at all reasonable hours to set right any defect in the said Shop or the defects in the Shops above or below or adjoining the said Shop and for repairing maintaining cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc and the Purchaser covenants and agrees to permit them to do so. Any refusal by the Purchaser to allow such entry into or upon his Shop or any part thereof will be deemed to be a violation of this Deed and violation of right of easement and right of usage of common services and facilities of other Shop owners and the Purchaser shall make himself liable for legal actions for said violation.

24. That it is made clear that the Complex Maintenance of the said Complex shall be organized by M/A through various outside outsourced specialist agencies under separate agreements/arrangements to be entered into with them. The responsibility of the Seller and/or M/A will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings that the operation and functioning of these agencies is in conformity with the agreements/arrangements entered into with them and to change any agency if its performance is not satisfactory.

25. That, the watch & Ward Security of the Complex shall comprise of general security of the Complex. The responsibility of providing Watch & Ward Security services to the said Complex shall be entrusted to some outsourced Security Agency. The Maintenance Agency and the security agency will be entitled to regulate entry into the Complex. The security agency may not guarantee or ensure full proof safety and security of the said Complex or Purchaser residing in the said Complex or their belongings and properties. It is made clear and agreed by the

parties herein that neither the Seller nor the Maintenance Agency shall have any financial/criminal liability for any loss to life and property by reason of any the burglary fire or any other incident of crime/mishap/accident occurring in the said Shop/Building/Complex or any part of portion thereof due to any laps/failure/shortcoming on part of the staff of the security agency and or the Seller/Maintenance Agency.

26. That, the Seller and the Maintenance Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Shop of the said Purchaser or other Shops/Common areas of the said Complex. The Purchaser shall keep M/A and the Seller indemnified and harmless against any loss or damage that may be caused to the M/A, the Seller and other Shop owners of the said Complex or their family members or any other persons or their properties in this regard.

27. That the Seller and the M/A shall have no legal liabilities whatsoever arising from acts of commission, negligence and defaults of the aforesaid agencies in providing the stipulated/expected services. The Seller and /or Maintenance Agency shall not be liable for any default/deficiency in Complex Maintenance of the said Complex by reason of any force majeure circumstances, human failures and shortcoming or any other circumstances beyond their control. The Seller and M/A shall also not be liable for any loss, damage, or physical injury which may be caused to the Purchaser or his family members, domestic staff, guests or any other persons/visitors on account of any human error or fault on the part of the employees of M/A or the employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control.

28. That all the provisions contained herein and the obligations arising hereunder in respect of said Shop/Building/Complex

shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and/or subsequent purchasers/ transferees of said Shop. Whenever the right title and interest of the Purchaser in the said Shop is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sale deed and the complex maintenance agreement referred to elsewhere in this sale deed and he/she/they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the said Shop.

29. That whenever the title of the said Shop is transferred in any manner whatsoever it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before affecting the transfer of the said Shop failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Shop.

30. That the Purchaser shall not raise any construction temporary or permanent in or upon the said Shop nor shall make any alteration or addition or sub-divide or amalgamate the said Shop. That the Purchaser shall not demolish or cause to be demolished any structure of the said Shop or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof in view of structural safety of the Building. That the Purchaser shall not remove the floor roof and any walls of the said Shop including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the Shops above, adjoining and below it.

31. That the Purchaser shall also not change the color scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior

elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities. If any damages caused by Purchaser by his negligence or will full acts, all the cost & expenses to repair the damages shall be bear by the Purchaser.

32. That the structures of the buildings in the Complex along with lifts, pump houses, generators and other common facilities etc. may be got insured by the Seller. Maintenance Agency under Fire and Special Perils Policy at the expense of the Purchaser provided all the occupiers/Owners of all the Shops pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Purchaser shall always be liable to pay proportionate cost thereof separately. The Purchaser shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include contents inside the said Shop and the Purchaser may get the same insured separately at its own cost and expense.

33. That In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Seller/ Maintenance Agency, the Purchaser hereby authorized the Seller/ Maintenance Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Purchaser and Seller/Maintenance Agency for the respective rights and interests and WHEREAS agrees that any discharges given by the Seller/Maintenance Agency to the Insurance Company, its agents and/ ir its representatives will be binding on the Purchaser.

34. That the Purchaser shall not keep any hazardous, explosive, inflammable chemical/ materials etc. which may cause damage to the building or any part thereof. The Purchaser shall be liable

for the same and keep the Seller and owners of other Shop in the Building indemnified in this regard.

35. That the Purchaser shall keep the said Shop properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Building or hinder the proper and responsible use of such portion(s) by the Seller and owners of other Shops. The Purchaser shall maintain at his/her/their own costs the said Shop including walls and partitions, in the same good condition, state and order in which it is delivered to him/her/them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the building more particularly the shops adjoining and below it. The Purchaser shall keep the Seller, M/A and Owners/Occupiers of other shops in the said Building/Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach defaults or non-compliance by the Purchaser.

36. That the Purchaser shall not in any manner whatsoever encroach upon any of the common areas, limited common areas and facilities and independent areas and shall also have no right to use the facilities and services not specifically permitted to use. The Purchaser shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/ permanent constructions carried out by him in the said Shop or on Car Parking space(s) or on any common areas within the Building or within the Complex and shall be liable to be removed at his/her/their cost, Moreover Purchaser hereby confirms that the declared independent areas and facilities viz commercial spaces are at the disposal of the developer and developer may sell the same with or without construction wholly or in part to any purchaser and he/she/they shall not raise any objection/interference in any manner in connection therewith either in person or from association and all such liquidated loss(es)/damages suffered due to wrong act of

the allottee's/association will liable to be paid by defaulting allottees/association to the developer.

37. That neither the owners/occupants of the said Shop nor owners/occupants of other Shops in the Building will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase/drive way and any other common passage, services and facilities in any manner whatsoever. The common areas e.g. staircase, driveway, passage etc will in no case be used for keeping/ chaining any pets/dogs or any animal/bird.

38. That the Purchaser shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, etc., at the external facade of the Complex or anywhere on the exterior or on common areas or on roads of the Complex/ Project and shall be entitled to display their own name plate only at the proper place, provided for the said Shop.

39. That the Purchaser may undertake minor internal alterations in his/her/their Shop only with the prior written approval of the Seller/Shop owner Association. The Purchaser shall not be allowed to effect any of the following changes/alterations.

i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the said Shop or any part of adjacent units. In case damage is caused to an adjacent unit or common area the Purchaser will get the same repaired failing which the cost of repair may be deducted from the Purchaser's IFMS.

ii) Changes that may affect the facade of the said Shop (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and

windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.).

iii) Making encroachments.

iv) Any construction temporary or permanent or any alteration or addition to sub-divide.

40. That the Purchaser shall strictly observe following points to ensure safety, durability and long term.

i) No changes in the internal lay-out of the said Shop should be made without consulting a qualified structural consultant and without the written permission from the Seller.

ii) No R.C.C. structural beams should be hammered or punctured for any purpose.

iii) All the plumbing problems should be attended by a qualified or experienced plumber in the Building. The plumbing Network inside the said Shop is not to be tampered with or modified in any case.

iv) All the external disposal services to be maintained by periodical cleaning.

v) The Purchaser shall not cover the balcony/terrace of the said Shop by any structure.

vi) No alteration will be allowed in elevation, even of temporary nature.

vii) Any electrical changes should be made as far as possible and same should be carried out by a licensed electrician.

viii) The Purchaser should make sure that all water drains in the said Shop (Whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.

ix) Purchaser should use only his allotted parking bay.

x) If Purchaser rents out the said Shop, he is required to submit all details of the tenants to the Maintenance agency and the liability of police verification of tenants is of the Purchaser only. The Purchaser will be responsible for all acts of omission and commission of his tenant. The complex management can

object to renting out the said Shop to persons of objectionable profile.

xi) Purchaser is not allowed to put the grills in the said Shop as per individual wish, only the design approved by Seller will be permitted for installation.

41. That even after the execution of deed or agreement, sale deed etc in favour of the Purchaser the Seller shall have the right to make additions, raise additional stories on the building or put up additional structures as all required provisions have been made in the said complex and they shall be sole property of the Seller who shall have the absolute right to dispose of the same in any manner he likes without any interference from any Purchaser and Purchaser hereby expressly consents to the same. The Seller/nominee shall have the right to connect the electric, water, sewerage and sewage fittings of the additional structures or stories with the existing electric, water, sewage and sewage connections but at the Seller's own cost. the terrace of the Building except the portion sold including the parapet walls shall always be the property of the Seller. Agreement with the Purchaser in the said Building shall be subject to the aforesaid rights of the Seller who shall be entitled to use the said terrace including parapet walls for all purpose including the display of advertisement, hoarding, neon sign telecom towers and or sign boards or any other use and the Seller shall always have the right to access to the roof, parapet walls etc. The Purchaser hereby gives consent to the same and agrees that the Purchaser shall not be entitled to raise any objection or claim any reduction in the price of Shop acquired by him or any compensation or damages on the ground of inconveniences or any other ground whatsoever. The Seller alone shall have the right and entitled to get the refund or various securities deposited by the Seller during or after the construction of the Building with various Government Authorities.

42. That the Purchaser may transfer by in any manner, the said Shop after obtaining a No Objection from the Seller and/ or the maintenance agency as regards clearance/ payment of outstanding maintenance charges and any other charges payable by the Purchaser to the Seller or the Maintenance Agency/ the Residents Association/ Society concerned with maintenance of common areas facilities and services.
43. That the complex shall always be known as **“CELESTE MALL & MULTIPLEX”** and shall never be changed by the Shop owners/anybody else.
44. That all the costs and expenses incidental to the preparation execution and registration of this deed including the payment of stamp duty and registration fee has been borne by the Purchasers.
45. That the Purchaser shall not use the said Shop conveyed herein for any illegal commercial or immoral purpose or use it so as to cause, annoyance or risk to the Seller and Owner/occupants of other Shop in the Building/Complex.
46. That the shop transferred under this deed is situated at Plot No 138, Sector D-1, Kanpur Road Yojna, Lucknow.
47. That the area of the Shop No. [REDACTED] located at [REDACTED] floor is [REDACTED] sq. feet. i.e [REDACTED] sq. mt and as per collector Rate list of the shop situated at Kanpur Road Yojna, Lucknow is Rs [REDACTED],000.00 per Sq. Mts by which the value of the shop comes to [REDACTED] Sq. Mts. X Rs [REDACTED],000 = Rs [REDACTED].00, thus the valuation of the shop is more than sale consideration, as such the stamp duty is being paid on sale consideration of Rs [REDACTED].00 @ [REDACTED]% which comes to Rs [REDACTED].00.

SCHEDULE PROPERTY

Shop No. [REDACTED] located on [REDACTED] measuring [REDACTED] sq ft i.e [REDACTED] sq mts of the building No CP-138, Sector D-1, Kanpur Road Yojna, Lucknow known as “CELESTE MALL & MULTIPLEX” .

SCHEDULE OF PAYMENT

Total sale consideration of Rs [REDACTED].00 (Rupees -- [REDACTED] lakhs, [REDACTED] thousand only) has been paid by the purchaser to the seller and the detail of payment is given below:

Date	Cheque No	Bank	Amount in INR
TOTAL AMOUNT			

IN WITNESSES WHEREOF the both the parties have put their respective signatures on this deed of sale on the date, month and year first above written in the presence of the following witnesses.

Dated: xx.

WITNESSES:

1.

SELLER

M/s Rhine Infrabuild LLP

Through its Designated Partner Mrxxx

PAN No AAXFR 1356B

2.

PURCHASER

Mrxxxx

PAN No.xxxxxxx