

Sale Consideration : Rs.
 Market Value : Rs.
 Stamp Duty : Rs.
 Pargana : Lucknow

DETAILS OF INSTRUMENT IN SHORT

1	Nature of Property	: Commercial
2	Ward/Pargana	: Lucknow
3	Mohalla/Village	: Ghaila and Alinagar
4	Details of Property	: Shop No. ____ built over a part of Khasra No. ____ in the Project known as “GARDEN BAY HIGH STREET”
5	Standard of measurement	: Sq. meters
6	Location Road	: Hardoi-Sitapur Link Road
7	Type of Property	: Shop
8	Constructed Area	: _____ (in words) Sq. Meters
9	Consideration	: Rs. _____/- (Rupees _____ Only)
10	Boundaries	: EAST : WEST:

			NORTH: SOUTH:
11	No of persons in First Part (8) No of persons in Second Part (___)		
12	Details of SELLERS	:	Details of PURCHASER(S)
	<p>1) M/s. Shalimar KSMB Projects, a partnership firm duly formed and registered under Partnership Act, 1932, having its Head Office at 6th Floor, Titanium, Shalimar Corporate Park, Plot No.TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Partners Shalimar Corp Limited, having its office at 11th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow represented through its Authorized Signatory Mr. Anirudh Nigam son of Late H.P. Nigam Authorised by Borad Resolution Dated 02.04.2018 and Mohammad Kareem Farooqui son of Mr. Waseem Mohammad Farooqui and also as lead member of the consortium</p>		<p>Mr. _____ S/o _____ R/o _____</p>

**dated 11.06.2014 duly
registered in the office of
Sub-registrar-II Lucknow
vide Book No. 4 Jild No.
421 at pages 11 to 28 Serial
No. 410/14 registered on
11.08.2014**

**2) M/S KSM Bashir
Mohammad & sons a
partnership firm having its
office at 24, New Berry
Road, Lucknow through its
attorney Mr. Mohammad
Kareem Farooqui son of Mr.
Waseem Mohammad
Farooqui (vide power of
attorney dated 11.08.2014)**

**3) S.A. Infra Build Pvt. Ltd.
a company registered under
Companies Act and having
its registered office at
51/69, Domdom Road, 3
No. Hari Kali Colony,
Kolkata, West Bengal
through its
Director/Authorized
Signatory Mohammad
Kareem Farooqui S/o Mr.
Waseem Mohammad
Farooqui R/o 153**

<p>Chandrashekhar Azad Marg, Ganesh Ganj, Lucknow as Director. (i) Mrs. Rehana Farooqi D/o Mr. Akhtar Mohammad R/o 24, New Berry Road, Lucknow (ii) Mr. Mohammad Zakaria S/o Mr. Zakir Mohammad Farooqi R/o 24, New Berry Road, Lucknow (iii) Mr. Arif Zamir Farooqi S/o Late Z.M. Farooqi R/o 24, New Berry Road, Lucknow (iv) Mr. Khalid Farooqi S/o Mr. Azhar Mohammad R/o 24, New Berry Road, Lucknow (v) Mrs. Shaheen Arif Farooqi wife of Mr. Arif Zamir Farooqi through their attorney Mr. Karim Farooqui (vide power of attorney dated 07.07.2015 registered in the office of SR II Lucknow in Book No.4 Jild 449 at Pages 387 to 408 Serial No. 486/2015 on 08.07.2015 and which power has not been revoked till date).</p>	
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SALE DEED

THIS **SALE DEED** made on day of2020 by and between:

- (1) M/s. Shalimar KSMB Projects, (PAN-ACFFS5832H)** a partnership firm duly formed and registered under Partnership Act, 1932, having its Head Office at 6th Floor, Titanium, Shalimar Corporate Park, Plot No.TC/G-1/1, Vibhuti Khand, Gomti Nagar, Lucknow-226010 through its Partners Shalimar Corp Limited, having its office at 11th Floor, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow represented through its Authorized Signatory Mr. Anirudh Nigam son of Late H.P. Nigam Authorised by Board Resolution Dated 02.04.2018 and Mohammad Kareem Farooqui son of Mr. Waseem Mohammad Farooqui and also as lead member of the consortium dated 11.06.2014 duly registered in the office of Sub-registrar-II Lucknow vide Book No. 4 Jild No. 421 at pages 11 to 28 Serial No. 410/14 registered on 11.08.2014
- (2) M/S KSM Bashir Mohammad & sons** a partnership firm having its office at 24, New Berry Road, Lucknow through its attorney Mr. Mohammad Kareem Farooqui son of Mr. Waseem Mohammad Farooqui (vide power of attorney dated 11.08.2014)
- (3) S.A. Infra Build Pvt. Ltd.** a company registered under Companies Act and having its registered office at 51/69, Domdom Road, 3 No. Hari Kali Colony, Kolkata-700074 West Bengal through its Director/Authorized Signatory Mohammad Kareem Farooqui S/o Mr. Waseem Mohammad Farooqui R/o 153 Chandrashekhar Azad Marg, Ganesh Ganj, Lucknow as Director. (i) Mrs. Rehana Farooqi D/o Mr. Akhtar Mohammad R/o 24, New Berry Road, Lucknow (ii) Mr. Mohammad Zakaria S/o Mr. Zakir Mohammad Farooqi R/o 24, New Berry Road, Lucknow (iii) Mr. Arif Zamir Farooqi S/o Late Z.M. Farooqi R/o 24, New Berry Road, Lucknow (iv) Mr. Khalid Farooqi S/o Mr. Azhar Mohammad R/o 24, New Berry Road, Lucknow (v) Mrs. Shaheen Arif Farooqi wife of Mr. Arif Zamir Farooqi through

their attorney Mr. Karim Farooqui (vide power of attorney dated 07.07.2015 registered in the office of SR II Lucknow in Book No.4 Jild 449 at Pages 387 to 408 Serial No. 486/2015 on 08.07.2015 and which power has not been revoked till date).

(hereinafter referred to as the **"Seller(s)/Promoter(s)"** which expression unless repugnant to the context shall always mean and include their respective successors, administrators, legal representatives, executors and assigns) of the **ONE PART;**

AND

Mr. _____ S/o _____ R/o _____ (hereinafter referred to as the **"PURCHASER(S)"** which expression unless repugnant to the context shall mean and always mean and include their respective heirs successors legal representatives executors and assigns) of the **OTHER PART.**

WHEREAS this Sale Deed is executed between, the Sellers and PURCHASER(S) in respect of Shop No. _____ having constructed area measuring _____ (_____) sq. mtr. built over a part of Khasra Nos. _____ in the Project known as **"GARDEN BAY HIGH STREET"** situated at Hardoi-Sitapur Link Road, Village Ghaila & Alinagar, Lucknow (hereinafter referred to as the "Said Property") more clearly detailed and described at the foot of this deed in the schedule of property.

WHEREAS:

- a. That the Seller(s) in order to drive optimum utility from the said land intended to construct residential projects comprising of Towers/Plots/Villas therein, Community centre, Convenience shops, Common Areas and Facilities and other amenities etc. developed/constructed on a part of the above said land and named the same as **"GARDEN BAY" ("said Project")**.

- b. That the Shop No. ____ to Shop No. ____ being constructed and developed as a phase on the part of the whole project i.e on the said Project land (land admeasuring approximately _____ square meters) lying and situated at Village Ghaila & Alinagar, Pargana Distt & Tehsil Lucknow together with the limited Common areas and facilities, Common areas and facilities, open spaces, all improvements and structures thereon and all easements, rights and appurtenances belongings thereto and named as **‘GARDEN BAY’** in pursuance of Permit No. _____ dated _____ issued by the Lucknow Development Authority (**“said Project”**). The said project has been registered under the Real Estate (Regulation & Development) Act, 2016 (RERA) as Ongoing project; **AND**
- c. The Said Project has been registered with the Real Estate Regulatory Authority (“Authority”) on _____ and the Said Project’s Registration Certificate No. is _____. This Registration is valid till _____ commencing from _____. The details of the Seller(s) and the Said Project are also available on the website (www.up-rera.in) of the Authority.
- d. Therefore, the Whole project has been divided in multiple phases with the clear intent to integrate all phases into one, upon completion of the said project being one of the Phase of the Whole project on the Project land.

DECLARATION ON THE PART OF THE SELLERS

- **PRESENT TITLE OF THE PROPERTY**

- (1) the Seller(s) are the owners of land Khasra Nos. 2, 3, 4, 5, 6, 7, 12, 13, 14, 23, 24, 25, 27, 31, 32, 87, 88, 89M, 89/1594, 90Ka, 91Ka,

91Kha, 91 Ga, 91Gha, 92, 93, 94M, 95, 96, 97, 108, 110, 111 to 115, 115/1553, 116, 117, 119Ka, 119Kha, 120, 121Ka, 122, 123, 124Ka, 178, 181, 182, 183, 184, 189, 191, 192, 193, 194, 195, 195/1546, 197, 200, 201, 202, 203, 204, 206, 207, 209, 212, 213, 214, 215, 216, 217, 219, 222, 231, 232, 234, 235, 236, 239, 240Sa, 239/1525, situated at Village Ghaila, Pargana, Tehsil and District Lucknow and Khasra Nos. 5, 23, 25, 26, 27, 29, 35, 36, 37, 39, 41, 45 and 48 situated at Ali Nagar, Pargana, Tehsil and District Lucknow.

(2) M/s KSM Bashir Mohammad & Sons entered into a Developers Agreement with the M/s Shalimar KSMB Projects vide Agreement dated 31.03.2014 registered in Book No. 1 Jild No. 15144 on Pages 1 to 374 at Sl. No. 5121 in the office of Sub-registrar-II, Lucknow and correction deed dated 30.03.2017 in Bahi No.1, Jild 19490 at Pages 143/154, Serial No. 3136 in the office of Sub-Registrar-II, Lucknow.

(3) S.A. Infrabuild Pvt. Ltd., Mrs. Rehana Farooqi, Mr. Mohammad Zakaria, Mr. Arif Zamir Farooqi, Mr. Khalid Farooqi and Mrs. Shaheen Arif Farooqi contributed their land towards Capital for the Partnership Business to be run under the name and style of M/s Shalimar KSMB Projects the Seller(s) No. 1 on 06.06.2014.

The scheme so developed by the Seller(s) and its associates, has been named as **“GARDEN BAY”**.

- **NAME OF RESIDENTIAL PROJECT**

That the Sellers constructed the township on the said Plot of Khasras as mentioned above after sanction of Map and the Name of Building is named as **“GARDEN BAY”**.

- **PURCHASER(S) DESIRE TO PURCHASE**

That the PURCHASER(S) desired to purchase and was allotted a Shop No. ____ having constructed area measuring ____ (in word) built over a part of Khasra Nos. _____ in the Project known as **“GARDEN BAY”** situated at Hardoi-Sitapur Link Road, Village Gahila & Alinagar, Pargana Distt. And Tehsil Lucknow,

ENQUIRIES DONE BY THE PURCHASER(S) BEFORE TRANSFER OF TITLE

- That the shop 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 Sellers are pending in any court of law or with any authority.
- That the PURCHASER(S) has examined and satisfied himself of the title of the Sellers and has seen all the papers with regards to the same.
- That the PURCHASER(S) have also examined the nature of construction and quality work of the shop and/or building and is fully satisfied with it.

SALE CONSIDERATION

WHEREAS after the verification by the PURCHASER(S) in respect of the title of the Sellers and Quality of Construction, the PURCHASER(S) offered a sum of Rs. ____/- (Rupees _____ only) as sale consideration of the said property which offer has been accepted by the Sellers and given its consent on the sale consideration amount of Rs. ____/- (Rupees _____ only) in its sound disposition of mind without any pressure, compulsion, undue influence and coercions and agrees to sells and transfers the said property in favour of PURCHASER(S) by way of ABSOLUTE SALE ;

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS

- **TRANSFER OF TITLE**

THAT in consideration of the premises hereinbefore rectified and of the several covenants and agreement hereinbefore and hereinafter contained in the part of PURCHASER(S) to be performed and observe and further in consideration of Rs. _____/- (Rupees _____ only) paid by the PURCHASER(S) to the Sellers before execution of Sale Deed the receipt of which the Sellers do hereby acknowledges, the Sellers do hereby sell, transfers, conveys and assigns a Shop No. ____ having constructed area measuring ____ (in word) built over a part of Khasra Nos. _____ along in the project known as **“GARDEN BAY”** situated Hardoi-Sitapur Link Road, Village Ghaila & Alinagar, Pargana Tehsil & District Lucknow, more particularly described in schedule of property at the foot of this deed.

- **POSSESSION**

THAT the vacant possession of the shop hereby sold has been delivered by the Sellers to the PURCHASER(S) with all rights, privileges so far held and enjoyed by the Sellers to hold and enjoy the same by the PURCHASER(S) ,free from all sorts of encumbrances.

- **RIGHTS OF SELLERS**

THAT the Sellers have absolute and full right over the terrace of the Building.

**DECLARATION AND OBSERVANCE AND RESPONSIBILITY ON THE
PART OF THE PURCHASER(S)**

- **USE OF COMMON AREA**

That the PURCHASER(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 residential apartments.

- **NATURE OF PROPERTY TO BE OWNED BY THE PURCHASER(S)**

That the said SHOP hereby transferred be used for commercial purpose only. That the PURCHASER(S) is entitled to transfers the aforesaid shop by way of sale or of any other legal mode.

- **ELECTRIC CONNECTION**

THAT the Purchasers shall take his own electric connection from UPPCL Electric supply undertaking and will pay for the electricity consumed for its portion to U.P. Power Corporation Ltd. The Purchasers shall obtain a “No Objection Certificate” from the SELLER(s) for its purpose. Other fittings like bulb, tube fittings, fans, coolers, air-conditioners etc. will be installed by the Purchaser(s) and the same shall be exclusive property of the Purchaser(s).

- **PAYMENT OF TAXES AND OTHERS DUES**

- THAT the PURCHASER(S) will pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid shop by any authority or body or Govt. from time to time.
- THAT the Sellers shall pay all taxes including House Tax, Water Tax, Property Tax and all other Tax imposed upon the aforesaid shop by any authority or body or Govt. till the date of execution of this deed.
- THAT in case any dues are outstanding against the Sellers or their predecessors in interest in respect of property hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the Sellers and not the PURCHASER(S).

- **MAINTENANCE**

- That the PURCHASER(S) is liable to pay Interest Free Maintenance Security ‘(IFMS)’ to the Sellers before execution of the Sale Deed.
- That the Seller will maintain the premises till the formation of Society is formed by the residents of Garden Bay.

- That if the PURCHASER(S) fails or neglects or refuses to make payment of the aforesaid maintenance charges payable by the PURCHASER(S) under this deed, then the Shalimar KSMB Projects/Authorised Agency will be entitled to recover the same through Court of Law at the cost of the PURCHASER(S).
- That the purchaser(s) will liable to 12 month advance maintenance charges.

- **EXPENSES IN RESPECT OF SALE DEED**

THAT all the expenses for execution and registration of this sale deed shall be borne by the PURCHASER(S) and in case any deficit or penalty in respect of payment of stamp duty is levied, the same shall be borne and paid by the PURCHASER(S).

GENERAL CLAUSES

- **FORMATION OF SOCIETY**

That after handing over the possession of the SHOP to the buyers/PURCHASER(S), till the formation of society, the Shalimar KSMB Projects/Authorised Agency are maintaining the water main, sewer lines, common passages, and other common facilities of the Building, the built-up area of shop is hereby sold, and all respective PURCHASER(S) shall pay to the Shalimar KSMB Projects/Authorised Agency towards such maintenance charges at the rate which will be mutually decided by the parties and after the formation of the society all PURCHASER(S) shall pay to the society.

- **LIABILITY OF PURCHASER(S)**

- That before transfer of the said SHOP either by PURCHASER(S) or any of their transferee(s), the PURCHASER(S) or any of their transferee(s) shall have to obtain the 'No Objection Certificate' from the 'Shalimar KSMB Projects/Authorised Agency/ Society', who are maintaining the aforesaid project regarding the dues of maintenance charges and other taxes and dues payable thereon, and if the PURCHASER(S) or

any of their transferee(s) transfer the said property without obtaining the said 'No Objection Certificate' from the 'Shalimar KSMB Projects/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 Shalimar KSMB Projects/Authorised Agency.

- That in case of resale of the SHOP by the PURCHASER(S), the transferee shall always be bound by the terms and conditions contained herein.

- **JURISDICTION**

THAT in case of any dispute arising under this deed the same shall be decided by the respective Court at Lucknow.

- THAT neither PURCHASER(S) nor the Sellers will in any manner block the common passages or common areas.
- THAT the PURCHASER(S) shall not store in his shop any goods of hazardous inflammable, combustible nature or prohibited by law, any local or the other authorities, or which are so heavy as to effect the construction or structure of the building of the other owners.
- That the PURCHASER(S) shall keep the shop in good conditions so as not to endanger, and if at any time by act of God or natural calamity or due to force major in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the PURCHASER(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 shop 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 shop hereby sold a kin to the shop as existed at the time of destruction would be borne by the PURCHASER(S).

- THAT the PURCHASER(S) shall not at any time dig, demolish or cause to be dug or demolish any part of the said building.
- THAT the PURCHASER(S) is not permitted to make any alteration in the elevation of the building / shop and outside colour scheme of the building at any time.
- THAT the PURCHASER(S) undertakes and agrees not to chisel, chip in any manner or cause damage to any of the structural materials, pipes, ducts, electric wires and other fittings passing or contained in his shop or in any other part of the said building.
- THAT the PURCHASER(S) shall not throw or accumulate any dirt, filth, rubbish, garbage, rags or other roughage or permit the same to be thrown or accumulate in any portion of the building.

- **INDEMNIFICATION**

THAT if any relative, successors, heirs of Sellers or any person claims any right or privileges in respect of the property hereby transferred it shall be rendered illegal and void by virtue of present Sale Deed and if the PURCHASER(S) are deprived of aforesaid shop by reason of any defect in the title, the Sellers hereby undertake to indemnify the PURCHASER(S) against all losses suffered by the PURCHASER(S) due to such loss or losses.

- That the identification of the parties has been done on the basis of the documents provided by them.

- **DEFECT LIABILITY:**

It is agreed that in case, any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Seller(s) as per the agreement relating to such development is brought to the notice of the Seller(s) within a period of 5 (five) years by the Purchaser from the date offer for possession or the date of obligation of the Seller(s) to give the possession to the Purchaser, or the date of possession decided by Seller(s) on which it offers possession to

Purchaser, whichever is earlier, it shall be the duty of the Seller(s) to rectify such defect without further charge, within thirty days, and in the event of Seller(s) failure to rectify such defect within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, in case any damage to the Shop is caused by the Purchaser and/or any reasonable wear and tear and/or improper maintenance and undue negligence on the part of the Purchaser(s)/Association of Owners and/or any damaged caused due to Force Majeure shall not be covered under this clause. Provided that, the Seller(s) shall not be liable for, any such structural/ architectural defect induced by the Purchaser(s) by means of carrying out structural or architectural changes from the original specifications/ design.

In case of any structural defect pointed by the Purchaser(s), the same shall be referred to a registered architect or engineer, as deputed by the Seller(s) and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Purchaser(s) falls under the provision of the act.

For the sake of clarity and avoidance of any doubts, whatsoever, the following are the inclusions in relation to defect liability of the Seller(s)

INCLUSIONS:

- Structural seepage issues (except any alteration done by Purchaser(s);
- Excessive crack or damage in wooden items such as doors and rail tops; if any (polishing exclude)
- Major cracks in masonry work that are induced as result of failures of reinforced cement concrete (RCC) or structural mild steel (MS) work;

- Plumbing pipe leakage (except any damage done due to drilling done by Purchaser(s); and
- Any defect which is established to have occurred on account of negligence or use of inferior materials by the Seller(s).
- Notwithstanding anything contained in this clause, the following exclusions are made in relation to defect liability of the Seller(s):

EXCLUSIONS:

- Damage in fitments such as Door handles, UPVC/Aluminum Door, Windows handles or fitting, lights, Locks, Door stoppers, Sanitary Items and CP Fittings (WC, Basin, Tap, Mixer, Shower, Bib Cock, Traps) because of manhandling/normal wear and tear ;
- Any damage of plaster due to mishandling between door frame and wall because of rough usage or carelessness during stormy weather;
- Minor crack and seasonal alignment in wooden items like doors, rail tops, and wooden flooring. Warping in wooden flooring due to non-occupancy of unit for long time (especially during rainy season);
- Any mechanical issue in the Air Conditioner (if provided);
- CP fitting if provided;
- China Ware if installed;
- Electrical Switches, MCB, Geysers, Lights fitting and Equipments such as lifts, generator, motors, STP, transformers, gym equipments etc which carry manufacturer's guarantees for a limited period;
- Glass Work if any; and

Slight hairline cracks, due to temperature variations.

- **Waiver**

Any delay tolerated or indulgence shown by the Seller(s) in enforcing any of the terms of this Deed or any forbearance or extension of time given to the Purchaser(s) to fulfill his obligations and abide by the

terms of this Deed shall not be construed as a waiver on the part of the Seller(s) or any breach or non-compliance of any of the terms and conditions of this Deed by the Purchaser(s) nor shall the same in any manner prejudice or affect the rights of the Seller(s).

- **Specific Performance**

The Seller(s) hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore that, without prejudice to any and all other rights and remedies the Seller(s) may have, the Seller(s) shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Deed. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Seller(s) may have under law or in equity or pursuant hereto.

- **Severability**

If at any time, any provision of this Deed shall be determined to be void or unenforceable under any applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to the applicable laws, as the case may be, and the remaining provisions of this agreement shall survive and remain valid and enforceable with full force and effect. However, if any of the provisions, attributable to the above causes, has to be deleted / replaced, then the Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provisions being deleted / replaced such that it preserves and protects the interest of the Parties under this Deed.

- **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.

- **JURISDICTION**

That, the Courts of Uttar Pradesh, at Lucknow bench or courts subordinate to it alone shall have jurisdiction in all matters arising out from this deed/transaction.

- **DISPUTE RESOLUTION**

Any dispute, difference, controversy or claim ("**Dispute**") arising between the Parties out of or in relation to or in 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 Seller(s) 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 Lucknow. The language of the arbitration and the award shall be English. The cost of arbitrators appointed and other cost of arbitration shall be borne by the Parties in equal proportions.

- **SAVINGS**

Any brochure, application, letter, allotment letter or any other document signed by the Purchaser(s), in respect of the flat, or building, as the case may be, prior to the execution and registration of this deed for such flat, shall not be construed to limit the rights and interests of the Purchaser(s) or the Seller(s) under this deed, under the Act, the rules or the regulations made thereunder.

• **ASSIGNMENT**

The Seller(s) shall be free to assign any/all of its rights under this deed and rights with respect to the Project and the Land to any other person/entity [**Assignee(s)**] and the Purchaser(s) shall not be entitled to object to the same in any way. With effect from the date of such assignment by the Seller(s), the term 'Promoter(s)/ Seller(s)' as interpreted in this deed and for all purposes herein, shall mean the Assignee(s).

1. That this sale deed has been drafted by the undersigned as per instructions and documents provided by the Parties for which they shall be responsible.
2. That the identification of the Parties has been done on the basis of the documents provided by them.

VIOLATIONS BY THE PURCHASER(S)

The Purchaser(s) understands that if he, at any time –

- (a) violates or fails to abide by the terms and conditions of this Deed and / or
- (b) fails to fulfill his duties and obligations under the terms and conditions of this Deed and / or

- (c) causes or allow to be caused any obstruction or interference of whatsoever nature to impede / prevent the Seller(s) from exercising its legal right(s) in dealing with the project and / or
- (d) causes or allow to be caused any obstructions or interference in the activities of the Seller(s) with respect to the project;
- then the Seller(s) shall be entitled to take all such steps that may be required to enforce the Purchaser(s) to abide by the conditions laid down in this Deed including but not limited to exercising its right to claim damages and / or take such other action or seek such other legal remedy as the Seller(s) may decide.

- **NOTICE**

That all letters, circulars, receipts and / or notices issued by Seller(s) dispatched by registered AD post or hand delivery duly acknowledged or courier to the address of the Purchaser(s) given herein above will be sufficient proof of the receipt of the same by the Purchaser(s) and shall completely and effectually discharge the SELLER(S) in respect of the same.

VALUATION AS PER CIRCLE RATE

- **LOCATION OF ROAD**

THAT the shop transferred under this deed is situated on more than 200 mtr. from Hardoi-Sitapur Link Road, village Ghaila & Alinagar, Lucknow, which is not on Segment Road or any other roads given in Circle Rate List, issued by Collector, Lucknow.

- **CALCULATION**

That the constructed area of the shop measuring ____ sq. meter and value thereof @ Rs. ____/- per sq. meter comes to Rs. ____/-. However the actual sale consideration being Rs. ____/- only. Hence the stamp duty of Rs. ____/- has been paid vide E-Stamp Certificate No. **IN-UP**_____ **dated** _____

SCHEDULE OF PROPERTY

A Shop No. _____ having constructed area measuring _____ sq. mtr. built over a part of Khasra Nos. _____ in the Project known as “**Garden Bay**” situated at Hardoi-Sitapur Link Road, Village Ghaila & Alinagar, Lucknow, which is bounded as under:-

EAST :

WEST :

NORTH :

SOUTH :

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

WITNESSES

1.

SELLERS

PAN-

2.

PURCHASER(S)

PAN-

Drafted By:

Typed by: