

## SALE DEED

**THIS SALE DEED (“Deed”)** is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### BY AND BETWEEN

**PRESTIGE PROJECTS PRIVATE LIMITED** (CIN No. U45201KA2008PTC046784), a company incorporated under the provisions of the companies Act, 1956, having its registered office at Prestige Falcon Tower, No. 19, Brunton Road, Bangaluru – 560025, Karnataka, and its site office at The Prestige City Indirapuram, NH-24, Village Akbarpur Bherampur, Mirzapur, Shahbad alias Mitthepur, Ghaziabad – 201001, Uttar Pradesh (PAN - AACP7361E), represented by its authorized signatory \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Vendor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

### AND

**SGS CONSTRUCTION & DEVELOPERS PRIVATE LIMITED**, (CIN No. U40101DL2001PTC112938), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at R-10, Green Park Main, New Delhi – 110016 represented by its attorney holder Prestige Projects Private Limited *vide* general power of attorney dated \_\_\_\_\_, hereinafter referred to as the “**Co-Vendor**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

### AND

#### *[If the Vendee(s) is a company]*

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to all context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assignees).

### [OR]

#### *[If the Vendee(s) is a Partnership Firm]*

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business, at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, Aadhar No. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the survivor of them and their heirs, executors and administrators of the last surviving partner and his/her their assignees).

### [OR]

#### *[If the Vendee(s) is an Individual]*

**First Vendee:**

Mr./Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son / Daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_), hereinafter called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**Second Vendee (If Applicable):**

Mr./Ms. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_. (PAN \_\_\_\_\_), hereinafter called the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

***[If the Vendee(s) is a HUF]***

Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/ residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

***[Please insert details of other Vendee(s), in case of more than one Vendee]***

The Vendor and Co-Vendor shall hereinafter collectively be referred to as the “**Vendors**”. The Vendor, Co-Vendor and Vendee(s) shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”

**WHEREAS:**

- A. The Co-Vendor is the absolute and lawful owner of contiguous land parcels admeasuring 25.378 (twenty-five point three seven eight) hectares or ~62.71 (sixty-two point seven one) acres situated at Villages Akbarpur Behrampur, Mirzapur & Shahbad alias Mitthepur, Ghaziabad, Uttar Pradesh (“**Larger Land**”). The Co-Vendor and Vendor have entered into three (3) separate joint development agreements, each dated \_\_\_\_\_ and registered as Document Nos. \_\_\_\_\_ with the office of the Sub-Registrar, Ghaziabad (collectively, “**Joint Development Agreements**”), whereby the Co-Vendor has granted irrevocable and exclusive development rights over and to the Larger Land to the Promoter *inter alia* including the rights to plan, develop, and market an integrated township on the Larger Land, comprising, inter alia, three distinct residential projects viz.: (i) Mulberry at The Prestige City Indirapuram, (ii) Oakwood at The Prestige City Indirapuram, and (iii) Mayflower at The Prestige City Indirapuram, along with EWS blocks, schools, retail block/buildings, and other buildings and facilities for public purposes (collectively referred to as “**The Prestige City Indirapuram**” or “**TPCI**”). The vacant, peaceful, physical and exclusive possession of the Larger Land is with the Vendor by virtue of the Joint Development Agreements.

- B. Within, The Prestige City Indirapuram, the Vendor is developing a group housing project known as **‘Oakwood at The Prestige City Indirapuram’** comprising *inter alia* 1702 (one thousand seven hundred and two) residential units spread across 10 (ten) residential towers divided into three blocks Cedar (Tower C-1 to C-4), Deodar (Tower D-1 to D-4) and Elm (Tower E-1 to E-2) viz. Tower C1 (comprising 171 residential units within 3 Basements + Ground + 45 floors), Tower C2 (comprising 175 residential units within 3 Basements + Ground + 46 floors), Tower C3 (comprising 175 residential units within 3 Basements + Ground + 46 floors), Tower C4 (comprising 171 residential units within 3 Basements + Ground + 45 floors), Tower D1 (comprising 175 residential units within 3 Basements + Ground + 46 floors), Tower D2 (comprising 175 residential units within 3 Basements + Ground + 46 floors), Tower D3 (comprising 175 residential units within 3 Basements + Ground + 46 floors), Tower D4 (comprising 175 residential units within 3 Basements + Ground + 46 floors), Tower E1 (comprising 155 residential units within 3 Basements + Ground + 41 floors), and Tower E2 (comprising 155 residential units within 3 Basements + Ground + 41 floors), a clubhouse known as ‘Club Oakwood’ (comprising 2 floors and 3 common basements), and other common facilities and amenities (“**Project**”) over part of the land parcels admeasuring ~15.37 acres forming part of and comprised in Khasra Nos. 44M (0.448 Ha), 45 (0.177 Ha) situated at Village Shahbad alias Mithepur, and Khasra Nos. 4 (0.0812 Ha), 7 (0.8702 Ha), 8 (0.2555 Ha), 9 (0.253 Ha), 10 (0.3673 Ha), 13 (0.139 Ha), 15 (0.594 Ha), 16 (0.4410 Ha), 21P (0.1085 Ha), 22 (0.0706 Ha), 23 (0.1037 Ha), 24 (0.0510 Ha), situated at village Akbarpur and Behrampur, Khasra Nos. 113P (0.060 Ha), 114P (0.056 Ha), 115P (0.090 Ha), 116M (0.754 Ha), 117P (0.240 Ha), 118M (0.065 Ha), 119 (0.025 Ha), 120 (0.304 Ha), 121P (2.280 Ha), 123 (0.139 Ha), 124 (0.228 Ha), 125 (0.405 Ha), 126 (0.3609 Ha), 127 (0.1945 Ha), 129 (0.0592 Ha), 136 (0.1998 Ha), 137 (0.0773 Ha), 138 (0.607 Ha), 139 (0.190 Ha), 140 (0.190 Ha), 141P (0.439 Ha), 142 (0.001 Ha), situated at Village Mirzapur, Tehsil & District Ghaziabad (U.P.), admeasuring in the aggregate 10.9247 Hectares or 26.99 Acres (hereinafter referred to as “**Land**”), which is a part of the Larger Land.
- C. The Vendee acknowledges and understands that while the Project is a standalone development with separate services, facilities, and amenities, designed to be self-sustaining and independent of the others, the Project along with other projects within TPCI (barring Mayflower at The Prestige City Indirapuram, as this project has an independent dedicated access) as described in Recital [A] above derive access from external roads and designated internal connecting roads on the western side of the Larger Land abutting the highway as specified in the layout plan of TPCI and annexed herewith as **Annexure \_\_\_\_ (“Township Access Roads”)**, ownership and control of which shall always remain with the Vendor, and the residents / occupants of the aforesaid projects within TPCI shall only have a limited right to use the Township Access Roads for ingress and egress to their respective projects within TPCI in terms hereof. TPCI, therefore, serves as a collective entity for these independent projects, providing a unified location while maintaining the distinct identities and operational independence of each project and the underlying designated land parcels and their designated infrastructure, plant and equipment.
- D. The Vendee has been made aware, and understands that by virtue of the Joint Development Agreements, the Vendor has the exclusive and unfettered right and authority to construct, develop, market, sale and operate the Project on the Land *inter alia* including the right to book, allot and sell the Unit (*defined hereinbelow*).

- E. The Vendor and Co-Vendor had registered the Project under the provisions of the Act (as defined hereinbelow) with the Uttar Pradesh Real Estate Regulatory Authority (“**Authority**”) at Lucknow on \_\_\_\_\_ under registration no. \_\_\_\_\_. Further, the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and for the apartments / units in the Project, have been approved by the Ghaziabad Development Authority;
- F. The Vendor had allowed the Vendee, inspection of the title and ownership documents of the Land, layout plan, sanctioned plan, specifications and all necessary approvals for the Project as sanctioned by the competent authorities and all other documents relating thereto, and the Vendee had understood the title of the Vendors to the Project and the Land, layout, design, specifications, area details, salient features, common facilities and all limitations and obligations in respect thereof. The Vendee is aware of the master development of ‘The Prestige City Indirapuram’ and acknowledges that the Project is an integral part of the larger development, i.e., ‘The Prestige City Indirapuram’;
- G. The Vendee, in pursuance of the aforesaid inspection of relevant documents in relation to the Project, had applied *vide* application dated [●] (“**Application Letter**”) for allotment of apartment / unit no. [●] having carpet area of [●] square meters (equivalent to [●] square feet), and having super-built area of [●] square meters (equivalent to [●] square feet), type [●], on [●] floor in tower no. [●] along with [●] Car Parking Space(s) in [●], hereinafter referred to as the “**Unit**” or “**Apartment**”, more particularly described in the **Schedule** and the floor plan of the Unit is annexed hereto the market as **Annexure A**, in the Project;
- H. In furtherance of the Application Letter, the Vendor had, *vide* allotment letter dated [●] bearing reference no. [●] (“**Allotment Letter**”) and subsequent agreement to sell dated [●] bearing registration no. [●] executed between the Vendor, Co-Vendor and the Vendee (“**ATS**”), allotted, the Apartment together with undivided proportionate share in the Common Areas (as defined hereinbelow) to the Vendee, on the terms and conditions specified therein;
- I. The Vendee being fully satisfied in all respects pertaining to the right, title and interest of the Vendor in the Unit and understanding all limitations and obligations of the Vendor in respect thereof, and solely relying on its own judgment and investigation in purchasing the Unit, and not relying upon any literature, representation, statement of any nature whatsoever written or orally made by the Vendor / Co-Vendor or any of its agents or any information except as specifically contained in the ATS had desired to purchase the Unit;
- J. The Vendor has constructed and developed the Project over the Land and the dwelling units / apartments comprised therein as per the building plans sanctioned by the Ghaziabad Development Authority, and in this regard has obtained the completion certificate / occupancy certificate dated \_\_\_\_\_ bearing reference no. \_\_\_\_\_ from the \_\_\_\_\_ for the Project (“**Occupancy Certificate**”). Pursuant to the Occupancy Certificate and in terms of ATS, the Vendor has offered possession of the said Unit to the Vendee *vide* possession notice dated [●] (“**Possession Notice**”) *inter alia* requiring the Vendee to take possession of the said Unit by executing necessary indemnities / undertakings, and making all up to date payments, as prescribed in the ATS, within the time period prescribed under the Possession Notice (“**Possession Notice Expiry Date**”);
- K. In due compliance with the Possession Notice, the Vendee has duly made payment of the entire Consideration payable in respect of the Unit, and has taken possession of the Unit on [●] (“**Possession Date**”), from the Vendor;
- L. The Vendee acknowledges and confirms that it is fully satisfied with the title, and competency of the Vendor and the Co-Vendor to execute this Deed. Further, the Vendee has represented and warranted

to the Vendor that the Vendee has the authority and eligibility to enter into and perform these presents and has clearly understood his rights, duties, responsibilities and obligations under this Deed. The Vendee(s) hereby undertakes that he/she/they shall abide by all laws, rules, regulations, notifications and terms and shall be liable for defaults and / or breaches of any of the conditions, rules or regulations as may be applicable to the Project and the Apartment;

- M. The Parties are now desirous of formalizing / effectuating the sale transaction contemplated in the ATS, by entering into this Deed for the Consideration (*defined below*), and on the terms and conditions, contained hereunder.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AND THIS DEED WITNESSETH AS UNDER:**

**1. DEFINITIONS**

In this Deed, unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the following meanings:

- 1.1. “**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), as applicable in the state of Uttar Pradesh, including any statutory enactments, amendments, or modifications thereof and any other rules, regulations or bye-laws framed thereunder;
- 1.2. “**Allotment Letter**” shall have the meaning ascribed to in Recital [H] of this Deed;
- 1.3. “**Apartment Act**” shall mean the Uttar Pradesh Apartment (Promotion of Ownership and Maintenance) Act, 2010 along with the rules and regulations made thereunder;
- 1.4. “**Apartment Owners’ Association**” shall mean and refer to an ‘Association of Apartment Owners’ as defined under Section 3 (e) of the Apartment Act with respect to the Project;
- 1.5. “**Apartment**” or “**Unit**” shall have the meaning ascribed to in Recital [G] of this Deed;
- 1.6. “**Applicable Law**” or “**Law**” shall mean any law, statute, regulation, rule, judgment, notification, ordinance, rule of common law, order, decree, bye-law, directive, guideline, requirement or other governmental restriction, resolution, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law in India;
- 1.7. “**Application Letter**” shall have the meaning ascribed to in Recital [G] of this Deed;
- 1.8. “**ATS**” shall have the meaning ascribed to in Recital [H] of this Deed, including all the schedules, annexures, attachments, exhibits and instruments, as amended, supplemented, or replaced or otherwise modified mutually in writing in accordance with the provisions contained herein;
- 1.9. “**Authority**” shall have the meaning ascribed to it in Recital [E] of this Deed;
- 1.10. “**Car Parking Spaces**” shall mean and refer to the car parking spaces designated for the exclusive use of the Vendee in the Project, by the Vendor.
- 1.11. “**Common Areas**” shall have the same meaning as defined under Rule 2(1)(d) of U.P. Real Estate (Regulation & Development) Rules, 2016, as amended from time to time;

- 1.12. **“Government”** means the Government of India and Government of the state of Uttar Pradesh and shall include ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India and Uttar Pradesh’s state government and any other statutory / non-statutory authority;
- 1.13. **“Independent Areas”** mean those areas which are not included as Common areas for joint use of apartments in the Project and may be sold by the Vendor without the interference of other allottees / apartment owners including without limitation school(s), retail buildings and other buildings for public purposes within The Prestige City Indirapuram;
- 1.14. **“Interest Free Maintenance Security Deposit”** or **“IFMSD”** shall mean the interest-free maintenance security deposit deposited by the Vendee (in addition to the advance maintenance charges) in accordance with the ATS towards security for adjustment of any unpaid Maintenance Charges as may be payable by the Vendee in terms of the Maintenance Agreement.
- 1.15. **“Land”** shall have the meaning ascribed to in Recital [B] of this Deed;
- 1.16. **“Larger Land”** shall have the meaning ascribed to in Recital [A] of this Deed;
- 1.17. **“Limited Common Areas and Facilities”** means those Common Areas and facilities which are designated by the Vendor, before the allotment, sale or other transfer of any apartment in the Project, as reserved for use of a certain apartment or apartments to the exclusion of the other apartments;
- 1.18. **“Maintenance Agreement”** shall mean the agreement dated [●], executed between the Vendee and [●], i.e., the [MSA / its appointed agency or nominee], for the maintenance and upkeep of the Project as a whole;
- 1.19. **“Maintenance Charges”** shall have the meaning ascribed to such term under [Clause 5] of this Deed;
- 1.20. **“Maintenance Service Agency”** or **“MSA”** or **“Maintenance Agency”** shall mean [●], i.e., the [agency/body/firm/company] employed for maintenance and upkeep / security of the Project;
- 1.21. **“Person”** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited liability), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;
- 1.22. **“Project”** shall have the meaning ascribed to in Recital [B] of this Deed;
- 1.23. **“Taxes”** shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to Goods and Services Tax (GST), property tax, fees and other applicable taxes presently and/or imposed by the Government / any relevant authority, at any time in the future (including with retrospective effect, if any), in respect of the Project / Apartment / Consideration, hereunder, which shall additionally be payable by the Vendee which are not included in the Consideration and any other charges, unless otherwise specified in this Deed;
- 1.24. **“The Prestige City Indirapuram”** or **“TPCI”** shall have the meaning ascribed to in Recital [A] of this Deed;
- 1.25. **“Third Party”** shall mean any Person that is not a signatory to this Deed;

All capitalized terms and expressions used but not defined herein shall have carry the same meaning as ascribed to them in this Deed.

## **2. INTERPRETATION**

In this Deed (unless otherwise specified):

- 2.1 references to any document, agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with its terms;
- 2.2 references to a Recital, Clause or Schedule are to a recital, clause or schedule of or to this Deed and a reference to a Sub-clause or Paragraph is to a sub-clause or paragraph of the Clause or Schedule in which it appears;
- 2.3 whenever the words **include**, **includes** or **including** are used, they will be deemed to be followed by the words "without limitation", whether or not they are in fact followed by those words or words of like import;
- 2.4 the expressions '**hereof**', '**herein**', '**hereto**', '**hereunder**', '**hereinbelow**' and/or similar expressions shall be construed as references to this Deed as a whole and not limited to the particular Clause or Sub-Clause in which such expression appears;
- 2.5 references to an individual include such person's estate and personal representatives;
- 2.6 any reference to any law shall include a reference to such law as amended, modified or re-enacted from time to time, and any rule or regulation promulgated thereunder;
- 2.7 expressions in the singular will include the plural and, in the masculine, shall include the feminine and neuter and vice versa;
- 2.8 the headings in this Deed are for convenience only and do not affect its construction or interpretation;
- 2.9 the Recitals, Schedules and Annexures form an integral part of this Deed;
- 2.10 The ATS executed between the Parties forms an integral part of this Deed and the provisions of the ATS shall be read in conjunction with the provisions hereof.
- 2.11 The Parties have participated jointly in the negotiation and drafting of this Deed; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Deed shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Deed;
- 2.12 'Consent' of any Party shall always mean prior written consent; and
- 2.13 Where there is any inconsistency between the definitions set out in Clause 1 of this Deed and the definitions set out in any Clause or schedule, then for the purposes of construing such Clause or schedule, the definitions set out in such Clause or schedule shall prevail.

## **3. SALE OF UNIT**

- 3.1. Subject to the terms and conditions set forth herein and in lieu of the consideration (*defined hereunder*) of the full and final payment of the amount agreed upon ("Consideration"), which has been duly paid on or before the execution of this Deed, the Vendor hereby transfers, assigns, sells, and conveys to the Vendee, free from all encumbrances of any nature whatsoever, all rights, title, and

interest in Apartment/Unit No. [●], having a carpet area of [●] square meters (equivalent to [●] square feet) and a super-built-up area of [●] square meters (equivalent to [●] square feet), of type [●], situated on the [●] floor of Tower No. [●], along with [●] designated Car Parking Space(s), in the project known as Oakwood at The Prestige City Indirapuram, Ghaziabad, together with all benefits, easements, and appurtenances attached thereto, including the undivided proportionate share in the Common Areas of the building and the right to the exclusive use of the said Car Parking Space(s), to have and to hold the same absolutely and forever, with full authority to use, occupy, enjoy, sell, mortgage, lease, or otherwise deal with the Unit and the associated rights in any manner as the Vendee may deem fit, subject to applicable laws, rules, and regulations governing such property.

- 3.2. Before the execution and registration of this Deed, the Vendor has handed over quiet, peaceful, actual, physical and vacant possession of the Unit to the Vendee on the Possession Date, and the Vendee acknowledges the receipt of the same from the Vendor after having inspected and fully satisfied itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein and all other services rendered.
- 3.3. The Vendee agrees that the undivided proportionate share in the Common Areas, and the Car Parking Spaces allotted to the Vendee by the Vendor shall neither be treated as any independent property, nor shall it be alienated or transferred independently of the Unit. The Vendee acknowledges that since the share/interest of Vendee in the Common Areas is undivided and cannot be divided or separated, the Vendee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- 3.4. It is acknowledged and agreed by the Vendee that while the Project is an independent, self-contained Project developed over part of the Land, the same is an integral part of the larger development known as 'The Prestige City Indirapuram'. It is clarified that Project's facilities and amenities other than declared as Independent Areas, and Limited Common Areas and facilities, in the deed of declaration shall be available only for use and enjoyment of all allottees of the Project. It is acknowledged by the Vendee that despite the Project's independent nature, all projects (barring Mayflower at The Prestige City Indirapuram, as this project has an independent dedicated access) within 'The Prestige City Indirapuram' derive access to their respective project from the Township Access Roads, ownership and control of which shall always remain with the Vendor, and the residents / occupants of the aforesaid projects within TPCI shall only have a limited right to use the Township Access Roads for ingress and egress to their respective projects within TPCI in terms hereof. It is understood by the Vendee that the uninterrupted and unobstructed functioning of the Township Access Roads is essential for the smooth operations and functioning of TPCI and the projects comprised therein, and therefore, the Vendee agrees and undertakes to neither (i) stake any claim on or over any of the Township Access Roads, nor (ii) do any act or omission, or allow any act or omission, which may obstruct or hinder the smooth operations and functioning of the Township Access Roads. Vendee further acknowledges and agrees that the cost and expenses to maintain the Township Access Roads shall be shared by all projects within TPCI (barring Mayflower at The Prestige City Indirapuram, as this project has an independent dedicated access), and will be recovered from the allottees / occupants of the said projects by the Vendor on a pro-rata basis, unless otherwise expressly specified.

#### **4. CONSIDERATION**

- 4.1. The entire (excluding GST), full and final sale consideration payable by the Vendee to the Vendor for purchase of, the Unit (along with all easements, privileges, rights, entitlements and benefits attached thereto), and the undivided proportionate share in the Common Areas, as per the ATS, is INR [●] (Indian Rupees [●] only) ("Consideration").
- 4.2. The Vendor acknowledges the receipt of Consideration towards the sale of the Unit in favour of the



Vendee.

- 4.3. The Vendee declares and represents that the Consideration paid by him under this Deed is from legitimate and duly accounted sources and no part of the funds are from any unaccounted source. The Vendee agrees to indemnify and hold the Vendors harmless against loss or damage caused to the Vendor arising out of any claim, demand, penalty, litigation, fine or any other action of like nature demanded / lodged against the Vendor on account of legitimacy of the source of funds used for payment of the Consideration by the Vendee herein.
- 4.4. The Parties agree and acknowledge that all payments shall be made subject to the applicable 'Tax Deducted at Source' ("TDS") and the Vendee shall deposit the TDS amounts with the competent authorities within the timelines stipulated under the Applicable Law and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Vendor, as required under Applicable Law.

## **5. MAINTENANCE**

- 5.1. The Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Apartment Owners' Association or the competent authority. The Parties acknowledge that the Vendee, on or before the Possession Date, has paid advance maintenance charges of INR [●] (Indian Rupees [●] only) for 1 (one) year starting from [●], i.e., the date of issuance of the Possession Notice, and the same is not included in the Consideration.

It is clarified that if the Apartment Owners' Association is not formed within 1 (one) year of completion certificate / occupation certificate, the Vendor will be entitled to collect from the Vendee, an amount equal to the amount of advance maintenance charges of INR [●] (Indian Rupees [●] only), as disclosed hereinabove + 10% in lieu of price escalation for the purpose of maintenance for next 1 (one) year and so on. The Vendor will pay the balance amount available with him against the maintenance charges to Apartment Owners' Association once it is formed.

- 5.2. Till the time the Apartment Owners' Association take handover of the Common Areas as envisaged in this Deed or prevalent laws governing the same, the Vendor shall have a right to appoint any agency for undertaking the maintenance services in the Project ("**Maintenance Service Agency / Maintenance Agency / MSA**"), as it may deem fit, and the Vendor or the Maintenance Service Agency appointed by it has right to recover applicable maintenance charges (as per Clause 5.1 above) and other charges as set out in the Maintenance Agreement.
- 5.3. The Vendee shall be solely liable and responsible for maintenance of inside of the Apartment and be liable to bear all costs and expenses to keep the Apartment in a good and tenantable state and condition and is expected to have suitable valid insurance policies at all times to cover all possible hazards.
- 5.4. The Vendee has executed a maintenance agreement with the [Vendor/Maintenance Service Agency] dated [●], in respect of the Unit ("**Maintenance Agreement**"), to enable the [Vendor or the Maintenance Agency nominated by the Vendor] to effectively carry out the maintenance and upkeep of the Project on such costs and charges, by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. ("**Maintenance Charges**") as may be payable to [Vendor or the Maintenance Agency nominated by the Vendor] in terms thereof and shall strictly abide by terms and conditions thereof as revised from time to time until the maintenance of the Project is handed over by the [Vendor or the Maintenance Service Agency] to the Apartment Owners' Association as per Applicable Law. The Vendee acknowledges and undertakes to promptly pay, without any delay, the Maintenance Charges as per the invoices raised in this regard by the [Vendor or the Maintenance Service Agency nominated by the Vendor] and

undertakes not to raise any claim against payment of Maintenance Charges, whether or not the Vendee is in physical occupation of the Apartment.

- 5.5. The Vendee accepts that the provision of such maintenance services shall at all times be subject to the timely payment of the Maintenance Charges, including but not limited to the requisite Interest Free Maintenance Security Deposit (including any further contributions to the IFMSD, when necessary). The Vendee shall deposit and shall always maintain and keep deposited with the [Vendor/MSA] the IFMSD.
- 5.6. The Vendee has deposited an Interest Free Maintenance Deposit of INR [●] (Indian Rupees [●] only), per square feet carpet area of the Unit with the Vendor / Maintenance Agency at the time of taking over possession of the Unit.
- 5.7. The Vendee acknowledges and agrees that the Unit allotted to them is located within the Project that is part of larger development known as 'The Prestige City Indirapuram' as defined herein. Separate associations may be formed for the allottees of each individual project within 'The Prestige City Indirapuram'. However, these individual associations for (i) Mulberry at The Prestige City Indirapuram, (ii) Oakwood at The Prestige City Indirapuram, (iii) Mayflower at The Prestige City Indirapuram, and (iv) the retail component within The Prestige City Indirapuram may be subject to the governance of a central umbrella association ("**Master Association**") as may be required by the Vendor, which will oversee and coordinate matters affecting the collective interests of all the aforesaid projects within the larger development and their respective associations. The Master Association shall have the authority to manage and administer common areas, facilities, and services that are shared across the aforesaid projects within 'The Prestige City Indirapuram', ensuring unified administration of the entire development.
- 5.8. The Vendee shall join the Apartment Owners' Association of the Project and pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Vendor for this purpose. The Vendee undertakes to join the Apartment Owners' Association if and when formed by the Vendor or its nominee(s), in order to look after administration and management of essential common infrastructure facilities of the Project, for a part or whole of the Project and the Vendee further undertakes not to join / form any other association of apartment owners or resident welfare association etc., by itself or in conjunction with other apartment owners of the Project. The Vendee undertakes to cause the Apartment Owners' Association to join the Master Association / federation of associations if and when formed by the Vendor for 'The Prestige City Indirapuram'.
- 5.9. The Vendee agrees and understands that the Vendor has, subject to such approvals as may be necessary and requirement of UPPCL/PVVNL, entered into an arrangement for bulk power supply to the Project, to which the Vendee shall not have any objection and hereby gives its consent to any such arrangement for power including it being an exclusive source of power supply to the Project. The Vendee agrees that this arrangement (and not the supply of power) could be provided within the Project by the Vendor directly or through any group company of the Vendor or through any arrangements that the Vendor may have with the concerned electricity authority ("**EA**"). The Vendee agrees that such bulk power will be supplied to the Apartment and the Vendee agrees not to avail any other source of electricity / power for the Apartment. The Vendee hereby confirms and agrees to pay all such electricity usage charges, plus all the applicable Taxes thereon based upon actual consumption of electricity supplied from such source to the Vendor / MSA as per the meter installed for the Apartment, and also pay electricity connection and meter charges as specified in the ATS. Electricity usage charges would be separately charged by the Vendor / EA at such rate determined by the Vendor / EA in accordance with the requirements of the relevant discom.

- 5.10. The Vendee further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and / or other writings as required, at the sole discretion of the Vendor / Maintenance Service Agency / Apartment Owners' Association, for the purposes of framing rules for management of the Project and use of the Apartment by the apartment owners for ensuring safety and safeguarding the interest of the Vendor / Maintenance Service Agency / Apartment Owners' Association and the other apartment owners. It is further expressly understood that the Vendor shall not in any manner be accountable, liable or responsible to any person including the Vendee and / or Apartment Owners' Association for any act, deed, matter or thing committed or omitted to be done by the Maintenance Service Agency in the due course of such maintenance, management and control of the Project, and / or Common Areas, amenities and services thereto, as the arrangement between the Vendor and the Maintenance Service Agency is on principal to principal basis.

## **6. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 6.1. All the representations, warranties, statements, confirmations and declarations made by the Parties under this Deed are true, subsisting, accurate and not misleading in any manner. Each of the representations and warranties are separate and independent, and save as provided in this Deed, are not limited by reference to any other paragraph or anything in this Deed.
- 6.2. The Vendor hereby represents and warrants to the Vendee that:
- (a) The Vendor are companies duly incorporated and validly existing under the laws of India, and have full power and authority to enter into this Deed and to convey the Unit upon such terms as are agreed herein.
  - (b) The Vendor have full corporate power and authority to perform its obligations hereunder, and the execution and delivery of this Deed is not restricted by any judgment, injunction, order, decree or award from the execution, delivery and performance of this Deed.
  - (c) No notice to, filing with, authorization of, exemption by, or consent of the Government is required by the Vendors for the execution of this Deed and the performance of the transaction contemplated herein.
  - (d) The Vendor has absolute, clear and marketable title to the Unit.
  - (e) There are no encumbrances upon the said Land or the Project affecting the Unit.
  - (f) The Vendor has not transferred or agreed to transfer the Unit or any portion thereof in favour of a Third Party whether by way of sale, lease, license, assignment, mortgage, gift, alienation of possessory right or any other manner whatsoever.
  - (g) The Unit is sanctioned for residential use in compliance with Applicable Law.
  - (h) To the best of the Vendor's knowledge, there are no litigations pending before any court of law or Authority with respect to the said Land, Project or the Unit.
  - (i) The Vendor and / or Co-Vendor have duly paid all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever payable with respect to the Project to the competent authorities till the Possession Date.
- 6.3. The Vendee hereby represents, warrants and covenants to the Vendors that:

- (a) The execution and delivery of, and the performance by the Vendee of its obligations under this Deed will not, (a) result in a breach of, or constitute a default under, any material agreement, license or other instrument to which the Vendee is a party or by which it is bound or (b) result in breach of any order, judgment or decree of any authority or court.
- (b) This Deed has been duly executed and delivered by the Vendee and constitutes a legal, valid and binding obligation on the Vendee, enforceable against the Vendee in accordance with its terms.
- (c) The Vendee for itself and its successors in title covenants that it shall pay to the Government / relevant authorities, all outgoing, cesses, duties, taxes, charges and all dues from the Possession Date, in relation to the Unit.
- (d) The Vendee confirms that all obligations arising under this Deed in respect of the Unit shall equally be applicable and enforceable against any and all occupiers, tenants, licensees, and / or subsequent Vendees of the Unit or any part thereof as the said obligations go with the Unit for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regard.
- (e) The Vendee shall not use or allow to use the Unit or any part thereof for any other purpose other than residential use, or in any manner that may cause nuisance or annoyance to other allottees / occupants of other units in the Project, or for any immoral or illegal purpose. The Vendee hereby agrees to indemnify the Vendor against any penal action, damages or loss due to misuse, for which the Vendee or any person claiming under him shall be solely responsible for the same.
- (f) The Vendee agrees to comply with all rules and regulations established under the bye-laws of the Apartment Owners' Association and the Master Association.
- (g) The Vendee shall, at all times, comply with the terms of the present Deed, the Maintenance Agreement and the Applicable Laws and guidelines prescribed by the Vendor from time to time.
- (h) The Vendee agrees to fulfill all legal requirements related to the purchase of the Apartment, as required by the Vendor, Apartment Owners' Association, MSA, EA, or any authority, in accordance with Applicable Laws including executing any necessary applications, consents, declarations, NOCs, deeds, forms, affidavits, undertakings, etc.
- (i) The Vendee agrees and acknowledges that the Vendor retains the right to develop any additional contiguous land parcels as part of the Project, subject to obtaining the necessary approvals from the relevant authorities. The Vendor is also entitled to seek modifications to these approvals, in accordance with Applicable Laws, to facilitate such development. Furthermore, the Vendee agrees and confirms that the Vendor has the right to construct additional floors, subject to obtaining the requisite approvals from the authorities. However, no such construction / development shall affect the, (a) right, title and interest; and (b) peaceful enjoyment of the Vendee, to the Unit.
- (j) The Vendor shall have the right to sell, lease, sublet, license, or otherwise arrange for the use of any unsold areas, other developments within the Project, or Independent Areas, as it deems appropriate, and to receive consideration for the same, in compliance with Applicable Laws.
- (k) The Project has been named "Oakwood at The Prestige City Indirapuram" by the Vendor, who reserves the exclusive and absolute right to modify, change or rebrand the name of the Project, its buildings, blocks or towers at its sole discretion. The Vendor shall maintain the right to prominently display its name, logo, and branding as the developer of the Project at all times.

Ownership of the trademark and all associated intellectual property rights for the name “Oakwood at The Prestige City Indirapuram” shall permanently reside with the Vendor, and no person, entity, or association, including the Association of Apartment Owners, shall have any claim, title, or right to change, alter, or rebrand the name(s) under any circumstances, either during or after the maintenance period. Any such attempt to modify the names by any party shall be deemed a violation of the Vendor’s intellectual property rights and contractual terms, entitling the Vendor to initiate legal action, seek damages, or other remedies as available under law.

- (l) Till the time each Apartment in the Project is not separately assessed, the Vendee agrees to pay on demand all applicable taxes / levy / charge / surcharge in respect of the said Land / the Project / Unit, as the case may be, in proportion to the carpet area of the Apartment.
- (m) The Vendee agrees that it shall not be entitled to carry out fragmentation, sub-division, partition of the said Unit in any manner whatsoever, under any circumstances unless so permitted by the Applicable Laws laid down by the Government, and such permission has been obtained by the Vendee, failing which the Vendee shall be solely and exclusively liable for all consequences arising therefrom.
- (n) The Vendee shall have the non-exclusive right to the use of Common Areas of the Project, roads, streets, green areas / landscaping, the security boundary wall / secured gates / regulated entry to the Project as per the overall layout and design of the Project and subject to timely payment of Maintenance Charges and common utility charges for the operations and maintenance of the Common Areas. If the Maintenance Charges and common utility charges for the operations and maintenance of the Common Areas including the Common Areas within the Project are not paid by the Vendee regularly on or before its due date, then the Vendee shall have no right to use such Common Areas and the Vendor / Maintenance Agency shall be entitled to put restrictions on the use of these facilities / Common Areas on the Vendee.
- (o) The Vendee having an undivided proportionate share in the Common Areas, cannot be divided or separated, and the Vendee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- (p) The Vendee agrees to use the Common Areas only in accordance with the ‘Deed of Declaration’ submitted with the competent authority, as per Section 12 of the Apartment Act.
- (q) The ‘Carbon Credit Benefit’ arisen, if any, in the Project will be redeemed by the Vendor who will be solely entitled to same without any liability to share the same with any Vendee.
- (r) Vendee acknowledges and agrees that only the Project's facilities and amenities other than declared as Independent Areas, and Limited Common Areas and facilities, in the deed of declaration submitted before the concerned authority, shall be available only for use and enjoyment of all allottees / occupiers of the Project.
- (s) Vendee shall neither (a) stake any claim on or over any of the Township Access Roads, nor (b) do any act or omission, or allow any act or omission, which may obstruct or hinder the smooth operations and functioning of the Township Access Roads.
- (t) Vendee shall not use the Apartment for any purposes, other than for residential use for which it is allotted by the Vendor. It is acknowledged and agreed by the Vendee that the Vendee shall not, under any circumstances, (a) let or lease or rent the Unit, by whatever name called, for a term of less than 11 months, or (b) use the Unit for any vacation or timeshare product.

## **7. INDEMNITY**

- 7.1. The Vendee (“**Indemnifying Party**”) hereby agrees to indemnify, defend and hold harmless the Vendor, Co-Vendor and each of its respective affiliates, directors, officers, representatives, employees and agents (collectively “**Indemnified Party**”) from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including without limitation, attorney’s fees and expenses but excluding special, indirect or consequential losses, damages, charges) suffered, incurred or paid, directly or indirectly by any Indemnified Party as a result of, in connection with or arising out of (a) any breach or inaccuracy of any of the representations or warranties, covenants made by the Indemnifying Party under this Deed; or (b) any breach of, deviation from or default in respect of any covenant or agreement made under this Deed or failure to perform (whether in whole or in part) any obligation required to be performed pursuant to this Deed.

## **8. DEFECT LIABILITY:**

- 8.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor as per the ATS / this Deed relating to development is brought to the notice of the Vendor within a period of 5 (five) years by the Vendee from the Possession Date, it shall be the duty of the Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor’s failure to rectify such defects within such time, the aggrieved Vendee shall be entitled to receive appropriate compensation in the manner as provided under the Act. The Allottee shall provide due support to the Vendor in rectifying the said defect. It is clarified that the Vendor shall not be liable for any such structural / architectural defect induced or arising due to any action / inaction by the Vendee.

**Provided** that the Vendee or the Apartment Owners’ Association shall not make structural changes during this period.

- 8.2. The Vendee acknowledges that there are several products /equipment / services to be provided by Third Party (for example, lifts, transformer, D.G. unit, pumps, motors, electrical panels, hardware, sanitary / CP fittings, etc.), and the warranty and guarantee provided by the respective Third Party in respect of such products, equipment and services, will be available to the Vendee as per the products / equipment / services specifications, and the Vendee / Apartment Owners’ Association can approach such Third Parties directly for such warranty or guarantee claims. The Vendor shall not be responsible for warranty or guarantee for any products / equipment / services provided in the Unit and/or Project by any Third Party.
- 8.3. The Vendee also agrees that several products, equipment, machines etc., provided in the Project including but not limited to DG sets, lifts, etc., require proper preventive periodical maintenance. The Vendor shall also not be liable in case there is any default in the proper maintenance of these products, equipment, machines etc. after handing over the said to Apartment Owners’ Association. Further, as and when any plant, machinery, equipment, etc., within the Project including but not limited to lifts, DG sets, electric substation, STP, WTP, pumps, firefighting equipment, etc. requires replacement, up-gradation, addition, etc., the cost thereof shall be contributed by all the apartment owners / occupants of the apartments of the Project on pro-rata basis.

## **9. RIGHT TO ENTER THE UNIT FOR REPAIRS**

- 9.1. The Vendor and / or the Maintenance Agency and / or Apartment Owners’ Association and their representatives, etc., shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Vendee agrees to permit the Vendor and / or the Maintenance Agency and / or the Apartment Owners’ Association to

enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

- 9.2. The Vendor reserves to itself the unfettered right of way and means of access over, along and under all the internal access roads in the Project and any common rights of ways with the authority to grant such rights to the Vendee and / or other apartment owners at the Project (present and future) at all times, and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, etc. situated at the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project appurtenant to each and every building to be constructed at the Project without in any way obstructing or causing nuisance to the ingress and egress of the Vendee / other occupants of the apartments constructed at the Project. Further, in case of exigency situations like fire, short circuits, leakages on the floor above or below or adjacent etc. of the Apartment, the Vendee authorizes the Vendor and / or Maintenance Agency to break open the doors/windows of the Apartment and enter into the Apartment to prevent any further damage to the other apartments in the Project. In such a case, the Vendor and / or Maintenance Agency shall not be liable for inconvenience caused to the Vendee on account of entry to the Apartment as aforesaid and the Vendee hereby expressly consents to the same.

## **10. SUBSEQUENT TRANSFER OF THE UNIT**

- 10.1 On and from the date of execution and registration of this Deed, the Vendee may transfer by way of sale, gift, mortgage, charge, lien, lease, license, exchange or by any other mode whatsoever the said Unit along with Car Parking Spaces in favour of any Third Party. Any such arrangement/agreement entered into by the Vendee shall be at his/ her/ their sole cost, expense, liability, risk and consequences.
- 10.2 However, before concluding any such sale or transfer of ownership of the said Unit, the Vendee shall be required to:
- (a) Pay all outstanding dues of Maintenance Charges and other charges as may be notified by the Apartment Owners' Association / Vendor / MSA at that time; and
  - (b) Obtain a 'no dues certificate' from the Apartment Owners' Association / Vendor / MSA, as the case maybe, in this regard.

## **11. GENERAL TERMS WITH RESPECT TO THE UNIT**

- 11.1. Subject to Clause 8 above, the Vendee shall, after taking possession, be solely responsible to maintain the Unit at his/her/their own cost, in good repair and condition, and shall not do or suffer to be done anything in or to the building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority / Government, or change or alter or make additions to the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good, proper and tenantable condition, and repair and maintain the same, and ensure that the support, shelter etc. of the building is not any way damaged or jeopardized. In the event the Vendee is guilty of any act or omission in contravention of this clause, the Vendee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Vendor or the competent authority / Government, as the case may be.

Provided however, the Vendee shall, after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit outs / interior works in the Apartment, as per its requirement and use. All such works in respect of fit outs / interior works in the Deed will be done as permitted by the Vendor and upon payment of such charges as may be levied by the Vendor. The Vendee ensures and undertakes that all such fit outs / interior works done internally within the Apartment shall not pose any nuisance to the other occupants / apartment owners and also protect against structural, fire, pollution, health hazards, noise, etc. in the Project.

- 11.2. The Vendee further undertakes, assures and guarantees that it would not put any sign-board / name-plate, neon light, publicity material or advertisement material, etc. on the face/ façade of the building or anywhere on the exterior of the Project, building therein or Common Areas without the consent of Vendor. The Vendee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Vendee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common spaces or staircase of the building. The Vendee shall also not remove any wall, including the outer load bearing wall of the Unit.
- 11.3. The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor and thereafter the Apartment Owners' Association and / or Maintenance Service Agency appointed by Apartment Owners' Association. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. Subject to prevailing statutory provisions, a single point electricity connection from UPPCL/PVVNL may be taken for the Project from the competent authority and electricity will be distributed through separate meters to the Unit through prepaid systems. Any request by the Vendee for reducing the electrical load or changing the power backup load shall not be entertained and no refund shall be made thereon and the load(s) have been mentioned in the ATS.

It is agreed that electric supply and power backup supply capacity shall be provided as per general practice of diversification factor norms on total installed load.

- 11.4. The Vendee agrees that in the event of any additional levy of any charges, taxes, duties by any Government or any semi-government authority, whether prospective or retrospective, the same shall be borne by the Vendee in proportion to their areas and be paid, as and when, levied and demanded. The Vendor may also levy proportionate additional charges in case the Government, Ghaziabad Development Authority or any or any other statutory body levies and charges in respect of the said Unit in question or in respect of the construction thereon and the Vendee hereby agrees to pay the same as and when demanded.
- 11.5. The structure of the buildings within the Project will be insured against fire, earthquake, riots and civil commotion, militant action, etc. by the Maintenance Agency on behalf of the Vendee. The cost of insuring the building structure shall be recovered from the Vendee on pro-rata basis as a part of Maintenance Charges and the Vendee hereby agrees to pay the same. The Vendee shall not do or permit to be done any act or thing which may render void or voidable the insurance of any space / unit or any part of the said building or cause increased premium to be payable in respect thereof for which the Vendee shall be solely responsible and liable. However, the contents inside the Unit will be separately insured by the Vendee at his own cost.
- 11.6. The basement(s) and service areas, as located within the Project, are earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and services rooms, firefighting pumps and equipment, etc., and other permitted uses as per sanctioned plans. The Vendee shall not be



permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Apartment Owners' Association for rendering maintenance services.

- 11.7. The Vendor will develop a club house (as the case may be) known as "Club Oakwood" (comprising of 2 floors and 2 common basements) in the Project ("Club"), for use by all the allottee(s) of residential apartments within the Project. In order to ensure efficient running and appropriate maintenance of the Club till the same is handed to the Apartment Owners' Association along with the Common Areas in terms hereof, the Club may be operated by the Vendor, either of its own or the Vendor at its sole discretion may transfer the operation, management and maintenance of the Club to Maintenance Service Agency or Apartment Owners' Association (if formed). The right to use such Club shall, at all times, be contingent upon due and faithful observance of all rules, bye-laws and conditions as may be notified by the Maintenance Service Agency / Vendor/ Apartment Owners' Association, as the case may be. The Allottee and all other persons using the club facility shall pay all charges including but not limited to 'Club Usage Charges' for usage of such Club and one time club membership fee and shall abide by the rules and regulations as may be formulated by the Maintenance Service Agency / Vendor/ Apartment Owners' Association for management of the Club. The nature of the membership and its benefits will be detailed out in a separate 'Club Membership Agreement' which shall be executed between the allottee(s) and the club management. The club membership fee and the club membership shall be co-terminus and co-existent with the ownership of the Apartment and upon transfer of the Apartment, the club membership will be transferred to the transferee of the Allottee. It is further agreed between the Parties that the Vendor shall continue to maintain and manage the Club for as long as the Vendor is responsible for the maintenance of The Prestige City Indirapuram.
- 11.8. By virtue of the proximity between (i) Mulberry at The Prestige City Indirapuram and (ii) Oakwood at The Prestige City Indirapuram, and the layout of the aforesaid projects, the clubhouse(s) proposed to be developed by the Vendor in each of (i) Mulberry at The Prestige City Indirapuram and (ii) Oakwood at The Prestige City Indirapuram are intended for the use and benefit of all the aforesaid projects on a reciprocal basis. As such, all residents of "Mulberry at The Prestige City Indirapuram" and "Oakwood at The Prestige City Indirapuram" may access and use the Club and the common green areas within "Mulberry at The Prestige City Indirapuram" as well as the club facilities and common green areas within "Oakwood at The Prestige City Indirapuram", with approval from the Maintenance Service Agency or Vendor. It is further agreed between the Parties that the Vendor shall continue to maintain and manage the Club for as long as the Vendor is responsible for the maintenance of The Prestige City Indirapuram.
- 11.9. The Vendee shall be entitled to get the said Unit transferred and mutated in its own name as the owner thereof in the municipal records or of any other concerned authority on the basis of this Deed or its true copy without any further act or consent of the Vendor.

## **12. STAMP DUTY, REGISTRATION FEES AND COSTS**

This Deed shall be executed and registered in accordance with the laws of India. All charges, expenses, stamp duty, registration fee and legal / incidental expenses, etc., towards execution and registration of this Deed and / or any other document, deed, undertaking, affidavit, etc., as may be required by the Vendee for perfecting the Vendee's title in the Unit, shall be solely borne by the Vendee.

## **13. SUPERSEDE AND ENTIRE UNDERSTANDING**

This Deed, along with all the schedules and annexures, contains the entire understanding between the Parties and supersedes all prior understandings, communications and correspondence and any agreement (excluding the ATS, which forms an integral part of this Deed) entered into between the

Parties in respect of the Property or any part thereof, and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both the Parties.

**14. FURTHER ASSURANCES**

Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Deed or the ATS or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**15. MISCELLANEOUS**

- 15.1 The Parties have executed this Deed without any pressure, duress, influence, coercion from any side.
- 15.2 If any provision of this Deed shall be determined to be void or unenforceable under the Act or the rules and regulations made there under or under other 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 Act or the rules and regulations made there under or the Applicable Laws, as the case maybe, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
- 15.3 This Deed shall be governed by the laws of India. The courts at Ghaziabad shall have exclusive jurisdiction for any matters arising in relation to this Deed.

**IN WITNESS WHEREOF THE PARTIES, HAVE EXECUTED THIS CONVEYANCE DEED ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN**

**For and on behalf of PRESTIGE PROJECTS  
PRIVATE LIMITED**

**For and on behalf of SGS CONSTRUCTION &  
DEVELOPERS PRIVATE LIMITED**

\_\_\_\_\_  
Name:  
Designation:

\_\_\_\_\_  
Name:  
Designation:

**For and on behalf of *[Details of the Vendee]***

\_\_\_\_\_  
Name:  
Designation:

**WITNESSES:**

1. Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

## **SCHEDULE**

### **DESCRIPTION OF THE UNIT AND CAR PARKING SPACES**

Unit no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet), super built up area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet), type \_\_\_\_\_, on \_\_\_\_\_ floor in tower no. \_\_\_\_\_ along with \_\_\_\_\_ Covered Car Parking Space(s) within the Project namely Oakwood at The Prestige City Indirapuram situated at Villages Akbarpur Behrampur, Mirzapur & Shahbad alias Mitthepur, Ghaziabad, Uttar Pradesh, bounded as under:

In the North:

In the South:

In the East:

In the West:

**ANNEXURE A**

**PLAN OF UNIT**

***[Note: To be separately appended]***