- 10. That the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/ Association of Apartment Owners shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) such charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell /Flat Buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allottees/Flat Buyers/subsequent transferees and the same shall be binding on them jointly and severally.
- 11. That the building elevation, external colour, scheme, landscaping and other exteriors shall be as per architecture controls approved by the Vendor. Fire NOC, bank guarantee, undertaking, affidavit, bond etc. required by the Ghaziabad Development Authority and/or any authority/department and/or the Vendor in respect of the said Site shall be given by the Vendee at their own cost & expenses.
- 12. That all services like sewer, storm water drainage, electrical, water, etc. shall be provided up to the boundary of the said Site by the Vendor (after completion and at the time of possession of the flats/apartments to their Allottees/Flat Buyers) and for which the Vendor will charge for the said facilities on account of connection/installation charges etc. at the prevailing rate of the Government /Local Authority and such connection charges as demanded by the Vendor or its nominated agency shall be paid by the Vendee and/or their Allottees/Flat

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Buyers/subsequent transferees/Association of Apartment Owners to the Vendor or its nominated agency and further distribution shall be done by the Vendee at their own cost.

- 13. It is recorded that the Vendor has delivered the possession of the said Site to the Vendee.
- 14. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed on the said Site. The rule/regulation and any provision of Law for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/ Association of Apartment Owners.
- 15. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/ Association of Apartment Owners. The Vendor shall not be liable and responsible for the same.
- 16. The Vendor shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees/Flat Buyers/Association of Apartment Owners or between the Vendee and any other Agency etc. involved in the connection with said Site or construction thereon including the labour cess, charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
- 17. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site and in the area within the said Site.
- 18. That the Vendee hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the

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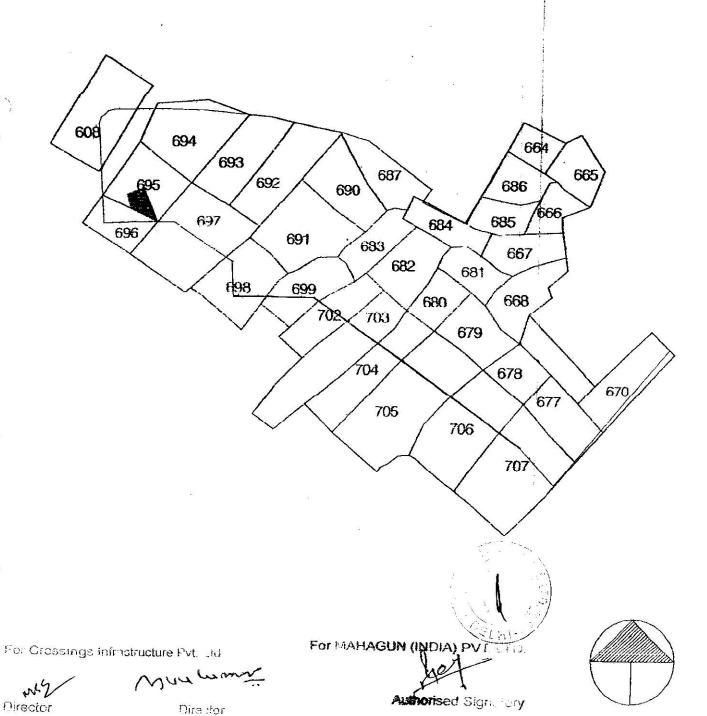
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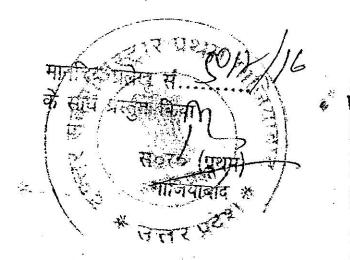
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SITE PLAN

LAND ADMEASURING 287.0 <u>SQ.MT.</u> LOCATED ON UNDIVIDED AND IMPARTIABLE OF GH PLOT-03 IN THE TOWNSHIP KNOWN AS CROSSINGS REPUBLIK SITUATED IN DUNDAHERA, GHAZIABAD, U.P. AS SHOWN IN RED COLOUR.



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law of the land/flats/Apartments and applicable rule, regulation or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.

- 19. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferee/Association of Apartment Owners jointly and severely.
- 20. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.
- 21. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

For Crossings Infrastructure Pvt. Ltd.

FOR MAHAGUN (INDIA) PVT. LTD.

Director

Authorised Signatory

Tehsil Company





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FOR MAHAGUN (INDIA) PVT. LTD.

Authorised Signatory

IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month and year first above written in the presence of the following witnesses.

For Crossings Infrastructure Pvt. Ltd.

Director

VENDOR

VENDEE

Authorised Signatory

For FIRHAGUN (INDIA

WITNESSES:

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(PAH CRUPS 5704L)

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Drafted by:- Jagbir singh, Deed Writer, Chamber No. 23 Tehsil Compound Ghaziabad.

JAGVIR SINGH
Document Writer
Chamber No. 23,
Tensil Compound, Ghaziabad

आज दिनांक <u>28/07/2016</u> को वहीं सं <u>1</u> जिल्द सं <u>13987</u> पृष्ठ सं <u>327</u> से <u>366</u> पर क्रमांक <u>5012</u> रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

