

Central Government or Court as the case may be shall be payable and be paid by the Vendee and /or their Allottees /Flat Buyers / Subsequent Transferees / Association of Apartment Owners.

6. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of fire norms and any other rule, regulations, bye-laws, Act and any tax, cess etc. liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is caused due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
7. That the Vendor covenants that this Sale Deed is executed in all entirety and they have received the total sale consideration of the said Site subject, however to the stipulations and covenants herein contained, for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
8. That so far the said Site for construction it is clarified that the Vendee shall have to construct the residential Units/Flats/Apartments and use the same for residential purposes only. No other activity shall be permitted in the dwelling Units/ Flats/Apartments to be constructed thereon.
9. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approval of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority/State Government/Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/ Flat Buyers / Subsequent

Director

Director

For MAHAGUN (DIA) PVT LTD

Authorised Signatory





Transferees / Association of Apartment Owners.

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

For Crossings Infrastructure Pvt. Ltd.

Director

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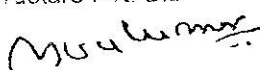


Buyers/subsequent transferees/ Association of Apartment Owners to the Vendor or its nominated agency and further distribution shall be done by the Vendee at their own cost.

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 law of the land/flats/Apartments and applicable rule, regulation or direction by the

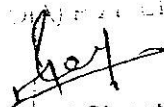
For Crossings Infrastructure Pvt. Ltd.

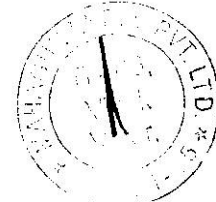

Director



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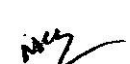


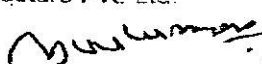


competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.

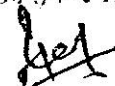
19. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferee/ Association of Apartment Owners jointly and severally.
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.


Director


Director

For MHAJUN (INDIA) PVT. LTD.


Authorised Signatory



JAGVIR SINGH

Document Writer
Chamber No. 28
Jens. Compound, Ghaziabad

