

**CONBEYANCE DEED**

**BETWEEN**

**FOREVER INFRASTRUCTURE PVT. LTD.**

**AND**

**NAME** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### **PARTICULARS OF DOCUMENT**

Nature of Property	:	Residential
V-Code No.	:	
Village/District	:	Ghaziabad
Description of Property	:	Apartment No. _____ Floor _____, Tower _____, in the Project, "Prabhat Heights" situated at Plot No. H-01, Sector GH-06, Crossing Republik, Ghaziabad 201301
Area of Property	:	Carpet Area: _____ Sq. Mtr. Balcony Area: _____ Sq. Mtr.
Status of Parking facility	:	_____ Car Parking
Stamp Duty	:	Rs. _____
Sale Consideration	:	Rs. _____

The Sale Consideration of Rs. \_\_\_\_\_/-was decided keeping in mind the market rate prevalent at the time of booking of the Apartment on \_\_\_\_\_ by the Vendee with the Vendor. However, the Sale Deed in respect of the Said Apartment is being executed at present when the Circle Rate of the property is Rs. \_\_\_\_\_ and accordingly, the Vendee has paid stamp duty, at the time of registration of Sale Deed, on the Sale Consideration or Circle Rate Valuation, whichever is higher.

### **DETAILS OF APARTMENT**

The present Sale Deed is being executed in respect of Residential Apartment No. \_\_\_\_\_, Floor bearing No. \_\_\_\_\_ (Without Roof Rights), Tower \_\_\_\_\_, Type \_\_\_\_\_ in the project "Prabhat Heights" situated at Plot No. H-01, Sector GH-06, Crossing Republik, Ghaziabad 201301

### **DETAILS OF VENDOR**

M/s Forever Infrastructure Pvt. Ltd. (Promoters), a Company incorporated under the provisions of Companies Act, 1956 having its registered office at building No. 2, 2<sup>nd</sup> Floor, Park End, Vikas Marg, Delhi -110092 which expression shall include its successors, assignee and transferees as the case may be (Hereinafter referred to as "the Vendor").

### **DETAILS OF VENDEE**

1. Mr./Mrs./ \_\_\_\_\_ Son/Daughter/Wife of Mr. \_\_\_\_\_ R/o \_\_\_\_\_

Occupation: PAN:

2. Mr./Mrs./ \_\_\_\_\_ Son/Daughter/Wife of Mr. \_\_\_\_\_ R/o \_\_\_\_\_  
Occupation : PAN

## **SALE DEED**

THIS SALE DEED is executed at Ghaziabad on this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_ by M/s Forever Infrastructure Pvt. Ltd. (Promoters) (PAN No.....), a Company incorporated under the provisions of Companies Act, 1956 having its registered office at building No. 2, 2<sup>nd</sup> Floor, Park End, Vikas Marg, Delhi -110092 through its Authorized Signatory and its corporate office at building No. 2, 2<sup>nd</sup> Floor, Park End, Vikas Marg, Delhi -110092, Mr..... S/o Shri.....R/o..... authorised vide Board Resolution/ Authority Letter dated ..... , hereinafter referred to as the **“VENDOR”** (which expression shall unless the context otherwise requires mean and include its successors, executors, nominees and assigns), in favour of Mr./Ms./Mrs./M/s. .... Son/Daughter/Wife of ..... R/o ..... hereinafter called the **“VENDEE”** (which expression shall unless repugnant to the extent, context or law, shall mean & include his/her/their legal heirs, successors, executors, administrators, legal representatives and assigns).

The present Sale Deed is being executed in respect of Residential Apartment No. \_\_\_\_\_, Floor bearing No. \_\_\_\_\_ (Without Roof Rights), Tower \_\_\_\_\_, Type \_\_\_\_\_ having a Carpet Area of ..... sq. mtr. (\_\_\_\_ Sq. Ft.), along with Balcony Area of ..... Sq. Mtr. (\_\_\_\_ Sq. Ft.), in the Project -“Prabhat Heights” situated at Plot No. H-01, Sector- GH-06, Crossing Republik, Ghaziabad – 201301 (U.P.) (hereinafter referred to as **“the Apartment/the Flat/ Unit”**).

WHEREAS The Vendor in objective to develop the project – “PRABHAT HEIGHTS”, the Vendor has acquired and purchased the land admeasuring a total of 2850 Sq. Mtrs. by way of registered Sale Deed No. \_\_\_\_\_ dated \_\_\_\_\_ in Sector GH-06, Crossing Republik, Ghaziabad 201301, here-in-after referred to as “Said Land”.

AND WHEREAS the Vendor had offered to sell residential apartments of size and dimension, described in the aforesaid group housing project as per Terms and Conditions laid down in the Agreement for Sale with specifications attached, constructed on the said land under the name and style of “Prabhat Heights” (hereinafter referred to as **“Said Plot/Project”**), which is bounded as under:

NORTH:

WEST:

SOUTH:

EAST:

AND WHEREAS the Vendor has further clarified to the Vendee that multistoried residential apartment buildings have been constructed on the said Plot in accordance with

the Building Plans approved by the Ghaziabad Development Authority vide Sanction Letter No.: \_\_\_\_\_ dated \_\_\_\_\_. The Vendee undertakes not to create any hindrance, or raise any objections, for any further construction/development by the Vendor in the Said Project.

AND WHEREAS the Vendor has represented to the Vendee that the aforesaid land is freehold in nature, and they have clear and marketable title in respect of the said Apartment and have full right, power and authority to sell and transfer the said Apartment.

AND WHEREAS as per the Layout Plan it is envisaged that the Apartments on all floors shall be sold as an independent Apartment with impartial, proportionate, undivided and indivisible share in the land area underneath the Tower along with pro rata, undivided and indivisible share in Common Areas ("Common Areas" as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016) as available in the Said Project.

AND WHEREAS the Vendee(s) named above had applied to the Vendor for the purchase of the said Apartment, and the VENDOR has agreed to sell the said Apartment to the VENDEE for a Sale Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the terms and conditions recorded herein.

AND WHEREAS the Vendee/s has carried out the inspection of the Project, the Said Apartment, and has satisfied themselves without influenced by any plans, brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever relating to description or physical condition of the Said Apartment, as to the soundness of construction, design and layout thereof, and also the Common Areas and facilities. The Vendee on his own accord and discretion decided to execute this Sale Deed in respect of the Said Apartment on "as is where is basis" in a bare-shell condition after payment of entire Sale Consideration and requisite stamp duty, and Vendor, at the request of the Vendee, is executing the present Sale Deed.

AND WHEREAS the Vendee hereby confirms that he/she/they has/have inspected and verified all the relevant documents and have full knowledge and understanding of the title documents, Sale Deeds, Consortium Agreement, the Terms and Conditions of the G.O. No. \_\_\_\_\_ dated \_\_\_\_\_, as amended from time to time, etc. The Vendee has seen all the documents of title, possession and is satisfied about the authority vested in the Vendor to sell the said Apartment to the Vendee.

AND WHEREAS the requisite Sale Deed is being executed now incorporating the details embodied in the Application Form, Builder buyer agreement and Terms and Conditions as laid down in the Agreement for Sale which shall form part and parcel of this Sale Deed unless superseded, directly or indirectly, by anything contained in this document.

This document detailed below shall prevail over all other terms and conditions given in our

brochures, advertisements, price lists, and any other sale documents, if there is any repugnancy between the terms and conditions mentioned here-in and those mentioned in the above said documents. The Vendee shall quote the Apartment Number and Tower Number in all future communication with the Vendor.

***NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:***

- 1 In pursuance of the Agreement for Sale and in consideration of the said sum of ..... (Rupees ..... only) which has already been paid by the Vendee and receipt of which is acknowledged by the Vendor, the Vendor hereby conveys the absolute right, interest, possession and title of Residential Apartment No. .... Floor, Tower ....., Type..... Having a Carpet Area of ..... sq. mtr. (\_\_\_ Sq. Ft.) Along with Balcony Area of ..... Sq. Mtr. (\_\_\_ Sq. Ft.), in the group housing project named as “Prabhat Heights” situated at Plot No. H-01, Sector GH-06, Crossing Republik, Ghaziabad – 201301 (U.P.) (hereinafter referred as “the Apartment/ the Flat/ the Unit”) to the Vendee along with pro rata, undivided and indivisible share in the Common Areas as mentioned above.
- 2 It is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above in Paragraph 2 on all areas such as open parking(s) and spaces appurtenant thereto with required approaches, and all other facilities and areas, not covered in the calculation of carpet area, as detailed above, shall be treated as limited common areas and facilities/independent areas. All rights on such areas or such limited common areas or facilities/independent areas shall vest exclusively with the Vendor and the same can be sold/disposed off by the Vendor without any hindrance whatsoever by the Apartment Owners.
- 3 It is also admitted, acknowledged and so recorded by and between the parties that for the purposes of utilization of the FAR allowed on the Project as per the Rules and Regulations of the concerned Development Authority, which may be modified from time to time, the Vendor may carry out additions/alterations in the sizes, location and/or number of apartments in the Project. The Vendee hereby consents that he/she/they/it shall have no objection to any such addition/alteration carried out by the Vendor, to give effect to such utilization of the FAR, by way of changes in the number and/or location of towers/apartments and/or by way of increase/decrease in the number of floors on any tower/s. The VENDEE hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction by the Vendor/Vendor's Assignee or its nominee or transferee on any area outside the Said Apartment. The Vendee unequivocally hereby gives his/her/its consent and No Objection to the Vendor for such modification/alteration/addition to the Project for the optimum utilisation of the FAR as per the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Real Estate (Regulation and Development) Act, 2016.
- 4 In case any additional Apartment is allowed to be constructed by the Ghaziabad Development Authority, the Vendor shall be entitled to construct the same at his own risk and cost. The Vendees shall not raise any objection or claim any reduction in the price of the Apartment purchased or claim any compensation on the ground of

inconvenience due to cause aforementioned or any other cause whatsoever.

- 5 The Vendee(s) also agrees not to object either individually or collectively in any manner whatsoever with respect to easement or any other right of his/her Apartment, their layouts, number of stories/heights of the said future constructions, which shall be construed to be a part of the Project/Tower in all manner. All rights arising out of future construction in the areas of said future Tower(s), and in the areas arising out of revisions/development in the said building/Project, shall vest exclusively with the Vendor and the same may be assigned/conveyed/transferred by the Vendor without any hindrance or objection whatsoever by the Vendee/s, either individually or collectively or through the Association of Apartment Owners (AOA).
- 6 The peaceful and vacant physical possession of the Apartment has been handed over by the Vendor to the Vendee simultaneously with the execution of this Sale Deed. The Vendee has checked and inspected each and every item of Said Apartment and has satisfied himself/herself/themselves about the design, layout and area of the Apartment, quality of workmanship and materials used, facilities, amenities, and have also satisfied themselves as regard the various heads against which money have been charged, and undertakes and confirm hereby not to raise any dispute or claim against the Vendor in any respect thereto.
- 7 (a) Upon taking possession of the Said Apartment from the Vendor, the Vendee shall have no claim against the Vendor as to any item of work, quality of work, measurements, specifications, facilities, amenities such as common areas & facilities and limited common areas & facilities, independent areas, materials, installations cost etc. or on any other ground whatsoever.  
  
(b) It is clear to the Vendee that if any deficiency/defect is caused in the Said Apartment due to any alteration/modification or due to the fault of the Vendee/s or occupier of the apartment or any third person, the Vendor shall not be responsible or liable to rectify the same.
- 8 The Vendor hereby declares and assures the Vendee that the Said Apartment under sale is free from all sorts of encumbrances, charges, mortgages, liens, and defects in the title, unless the Vendee has created any such encumbrance on the Said Apartment.
- 9 In case, the Vendee has obtained loan from any Bank/Financial Institution on the said Apartment, the Vendee hereby undertakes to regularly and timely pay the dues of such Bank/Financial Institution, without imposing/causing any sort of liability upon the Vendor.
- 10 The Vendor/Vendee/AOA shall in all respect comply with and remain bound by laws, Rules concerning Building, Project, Apartment and other rules and regulations, bye-laws of the Ghaziabad Development Authority or any other Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the Terms & Conditions of the allotment, agreement for sale, building bye-laws as amended from time to time shall be binding upon the Vendor/Vendee/AOA. The Vendee shall attend, answer and comply with any and all Notices of Ghaziabad

Development Authority or such other Authorities at his own cost, and shall be responsible for all deviations and breaches thereof. The Vendee shall strictly observe and perform all Terms and Conditions contained in this deed.

- 11 The Vendor/ Association of Apartment Owners ("AOA") may nominate and assign various agencies for the maintenance, upkeep and other services in the Project. The Agencies include, but are not limited to, Maintenance Agency, Power Supplying Agency, etc., which are hereinafter collectively referred to as the Service Providing Agency (ies). The regular electricity, sewer, maintenance, water, power back up charges, other utility charges, maintenance/repair/replacement charges, society charges etc. shall be borne and payable from time to time by the Vendee to the Service Providing Agencies nominated by the Vendor/AOA together with the applicable taxes etc. through prepaid meter system or any other mode prescribed by the Vendor/Service Providing Agencies/AOA. The Vendee acknowledges that the aforesaid civic facilities/amenities/services as provided by the Vendor/Service Providing Agencies are subject to availability from the Government Agency(ies) or otherwise, as available at the Project.
- 12 All the requisite charges and taxes including but not limited to House tax, Water tax, Sewerage Tax, Maintenance charges and Electricity charges, or any other taxes or charges shall be payable by the Vendee from the date of offer of possession of the Said Apartment, as and when the same becomes due or payable in respect of the Said Apartment, proportionate common areas and the land underneath directly to the concerned authorities. If the liability in respect of any of the above is fastened upon the Vendor by any authority, the same shall be proportionately borne and payable by the Vendee(s).
- 13 In case of any infrastructure charges/duties/taxes/cess etc. (such as embankment, ring road, flyover, metro, etc. is provided by the Ghaziabad Development Authority, U.P. State Electricity Board or any other authority(ies) of the State Government/Central Government) are levied on the Vendor/AOA, the Vendee shall pay/reimburse, the charges/duties/taxes/cess etc. on pro-rata basis to the Vendor/AOA, if so imposed by the Government Authority/Department/Agencies, as and when called upon by the Vendor/AOA.
- 14 If due to any subsequent change in legislation/Government orders/ Notifications, directives, guidelines, building byelaws or change/amendments, any additional measures or any other facilities/equipment's/machinery are required to be installed, modified, undertaken or provided concerning the Said Apartment/Said Project/Said Plot, the Vendee as well as the other occupants would be jointly and severally liable for the same at their own costs, initiatives and expenses. However, in the event, any such liability is fastened on the Vendor/ Service Providing Agency/Association of Apartment Owners (AOA) for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the Vendee within 15 days of receipt of appropriate demand Notice or intimation from the Vendor/Service Providing Agency/AOA in that regard on pro rata basis, as may be determined by the Vendor/Service Providing Agency/AOA, as the case may be.

15 The Vendee is liable to pay all the Charges including, but not limited to, Maintenance Charges, Electricity Charges, Water/Sewer Charges, Power Back up Consumption Charges, etc. In case the Vendee or its assignee fails to pay such charges, the supply of electricity, water, sewer, power back up, maintenance services shall be discontinued immediately. Apart from the discontinuance of Services, the Vendee shall be liable to pay the outstanding Charges, along with interest at the rate of MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% or any other rate as applicable at the time of payment of interest.

16 (a) The common areas shall remain undivided, and no vendee shall bring any action for partition or division of any part thereof. Any covenant to the contrary shall be *void ab initio*.

(b) The Limited Common Areas & Facilities and Independent Areas in the said Project, namely "Prabhat heights" shall continue to vest in the Vendor unless and until the same or any other part thereof is specifically transferred/allotted in any manner.

(c) All Common Areas & Facilities shall be for common use only and no Vendee/s shall bring any action for its individual use, partition or division of any part thereof. The right of usage by Vendee(s) shall be subject to payment of requisite maintenance and club/swimming pool charges and other charges as mentioned in this deed by the Vendee.

(d) The areas such as open parking(s) and spaces appurtenant thereto with required approaches or any other area specifically designated by the Vendor as Limited Common Area & Facilities or Independent Area, which is not covered in the calculation of Carpet area, shall be treated as Limited Common Areas & Facilities or Independent Area, as the case may be. All rights on Limited Common Areas & Facilities and Independent Area shall vest exclusively with the Vendor. All these Limited Common Areas & Facilities and Independent Area can be disposed off by the Vendor without any hindrance or objection by the Apartment owners/occupants individually or collectively and/or AOA, in any manner whatsoever.

(e) The Vendor has provided recreational facilities including swimming pool and other, in the Project. These facilities are only for the use of the Apartment Owners and their registered Occupants, if any, of the Project subject to regular payment of Maintenance, Electricity, Power Back up, Club/Swimming Pool Charges and any other applicable Charges. These facilities shall be handed over along with the transfer of maintenance services to the AOA. Till such time the above-mentioned facilities are not handed over to AOA, the same shall be maintained by the Service Providing Agency appointed by the Vendor. These facilities shall be used by the Apartment Owners and their registered Occupants, if any, on the basis of such Rules and Regulations as may be prescribed, by the Vendor/Service Providing Agency/ AOA, from time to time.

(f) The Vendor shall always have an unfettered right of access, ingress and egress to all terraces, common areas, lobbies, staircases, corridors, stilt, basements and all areas, described as Common Areas without any objection from any of the Vendee(s)/AOA, even after handing over of the possession and maintenance of the Project to AOA.



- 17 The Vendor shall not claim the refund of various securities deposited by them with various Government or Local Authorities for electric, water and sewer connections etc., if any, till the issuance of Completion Certificate. However, if any subsequent liability arises towards Security Deposit or any other Charges which are required to be paid to any Government or Local Authorities, the same shall be borne, contributed and paid by all the Apartment Owners proportionally through Vendor/Service Providing Agency/AOA, as the case may be.

**DETAILS OF PARKING SPACE ALLOTTED**

- 18 No Vehicle is allowed to be parked anywhere in the complex except at the designated parking space allotted for the same. That Vendor has explained to the Vendee, and the Vendee has understood that the designated parking space allotted to the Vendee is not an independent Unit and shall always remain attached to and be an integral part of the Apartment and cannot be detached from the Apartment and shall stand automatically transferred along with the transfer of the Apartment. It is made clear that the Vendee shall have no right to sell/transfer the parking space in any manner as an independent Unit.
- 19 The Vendor has allotted to the Vendee, with the above said Apartment usage rights for the following parking space(s):

S. No.	Parking Type	No. of Parking(s)
1.	Car Parking	

**ELECTRICITY AGREEMENT**

- 20 The distribution of Power/Power Back-Up/Energy System shall vest with the Vendor’s Nominated Agency. The Vendor’s Nominated Agency has already taken a single point electricity connection from Uttar Pradesh Power Corporation Limited (“UPPCL”)/Paschimanchal Vidhyut Vitran Nigam Limited (“PVVNL”) for its onward supply to various consumers/users including the Vendee(s).
- 21 An electricity connection and consumption meter for the recording of electricity consumption has been provided for the Said Apartment. The Vendee has obtained Electricity Connection from the Vendor’s Nominated Agency, for the Said Apartment. A separate Electrical Energy Supply Agreement shall be executed by the Vendee with such Agency, if not already executed. The Vendee shall regularly pay the electricity, power back up charges, etc. as per terms and conditions detailed in the above said agreement. Such payments shall be made to the Agency nominated by the Vendor together with the applicable taxes, etc. through Prepaid Meter System or any other mode as specified by the Nominated Agency. All terms and conditions as contained in the Electrical Energy Supply Agreement shall be duly complied by the Vendee(s).

- 22 In case of any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the government/court/act etc., the entire cost of such conversion shall be borne and paid by the AOA/all Allottees in proportion to the contracted load allotted to each allottee. No refund of Electricity Connection Charges, Electricity Meter Charges or any other charges, which have already been paid by the Vendee(s) to Vendor's Nominated Agency for availing Electricity Connection out of Single Point Bulk Electricity Connection, shall be made by the Vendor or its Nominated Agency to the Vendee(s) in case of such conversion.
- 23 If in future any up-gradation/improvement/replacement in the energy distribution system or any other system is ordered/ desired/ permitted, then the cost thereof, including deposit of securities, shall be borne by all the Vendee(s) on proportionate sharing basis on advance payment only.

### **MAINTENANCE OF THE PROJECT**

- 24 A Maintenance Agency shall be nominated by the Vendor for maintenance of all common services and facilities within the Complex. The Vendee shall enter into a Maintenance Agreement with the aforesaid agency for maintenance, upkeep, repairs, security etc. of the complex, if not already executed.
- 25 The Vendee agrees and consents to the said arrangements, and further agrees that the terms of the Maintenance Agreement shall be binding upon the Vendee. The Vendee shall pay necessary and regular maintenance charges and other dues as detailed in the maintenance agreement without any delay and in a timely manner. In addition to the maintenance charges, there will be contribution to sinking/replacement fund by the Vendee as and when required by the Vendor or Nominated Maintenance Agency. Non-payment of any of the charges within the time specified shall dis-entitle the Vendee for the use of Common Areas as well as common services such as lifts, water, electricity and power backup, etc., until the Vendee pays the interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India + 1% per annum or any other applicable rate at the time of payment of interest, on the outstanding Charges for the delayed Period, along with the outstanding Charges. The Vendee consents with this arrangement.
- 26 An Interest Free Maintenance Security ("IFMS") has been paid by the Vendee to the Vendor or its Nominated Agency. The amount of IFMS, after deduction of outstanding charges of the Vendee, if any, shall be transferred to the AOA at the time of handing over of maintenance services to the AOA.
- 27 It has been agreed amongst the parties that the segregation & safe disposal of the household waste/garbage/unwanted material/by-products/out of the use products, etc., generated from the use and occupation of the Said Apartment on day-to-day basis up to the depots/bins, shall be the exclusive responsibility of the Vendee/AOA at his/her/their own efforts and expenses. The Vendee/AOA shall also remain bound by the Government Rules & Notifications in this regard.

- 28 The Vendee consents that he will allow the Vendor and/or maintenance staff access to and through the Said Apartment in order to inspect and also for cleaning/maintaining/repairing work in Common Areas, of the pipes, leakage/seepage, water tanks, plumbing, electricity and other items of common interest etc., from time to time and at all reasonable hours without any undue restriction. The Vendee further consents that he will make good the expenses for repairing the toilets, bathrooms or any other part of any Apartment and painting thereof, damaged due to his negligence or willful act. The Vendee consents he will be responsible for any damage caused to any equipment in the Project i.e., lifts, fire-fighting equipment's, motors, panels, water pumps or any other item if it occurs due to his negligence or willful act, and the same shall be restored to its original condition at the Risk and Cost of the Vendee(s). Further, the Vendee will neither himself do, nor permit anything to be done which damages any part of the building or which violates the rules or bye-laws of the Local Authorities or the Association of Apartment Owners. The Vendee will give notice of this clause to his/her/their Apartment's occupants/tenants/guests also.
- 29 The Vendee consents that in case of further Sale, transfer, assignment, lease, license or otherwise parting with the possession of his Said Apartment by the Vendee, will attract payment of then prevailing administrative charges and a No Objection Certificate (NOC) from the existing Maintenance Agency and the Vendor. Such NOC shall be provided only subsequent to payment of charges due, as on that date, to the Vendor and/or its Service Providing Agencies. In the absence of such NOC, the subsequent occupant shall not be entitled to use Common Areas and Common Services, and the Vendee and the subsequent Occupant shall be jointly and severally liable for payment of all charges along with applicable interest, to the Vendor/Service Providing Agency/AOA.
- 30 Even after handing over of the Project to the AOA, the Vendor/their authorised nominees may retain their office in the Complex and shall be entitled to use the infrastructural facilities already existing. The Vendor shall also be at liberty to have their own security staff.
- 31 The Vendee/s understands that swimming pool, other recreational facilities and all other fixtures provided are for the use of residents only. The swimming pool, and other common facilities and fixtures shall be used by the Vendee(s) and his dependents at their own risk and responsibility. The Vendor shall in no manner be responsible for any accident, harm, injuries or damages of any kind while using the common facilities provided in the complex.
- 32 The Vendor shall be entitled to use all the Independent Areas, internal walls, boundary walls, parapet walls or any other common surface for all purposes including the display advertisements and sign boards. The Vendor shall continue to exercise this right even after handing over of the Common Area Maintenance Services to the AOA.

### **INTELLECTUAL PROPERTY RIGHTS:**

- 33 The logo, layouts, elevations and the name of the Project shall remain the same and shall not be altered or changed without an express permission of the Vendor. The Elevation, Logo, Layout and Name of the Complex "Prabhat Heights" are Intellectual

Property of the Vendor and the Vendor shall not be under any obligation to part with/share the same with the Vendees/ Apartment Buyers/ AOA, or their body under any circumstances. The Vendee or their representative body shall not have any right whatsoever to effect, alter or modify such Logo, Layout, Elevation, Name of the Complex at any point of time.

- 34 The Vendee unequivocally agrees and undertakes that he shall be using the Said Apartment in coordination with the owners/residents of the other Apartments situated at the Said Plot in which the Said Apartment is situated. The Vendee along with other Vendees and/or Association of Apartment Owners shall ensure that the Group Housing Project is comprehensively insured and keep the insurance always alive/updated at all times. If the Vendor/Maintenance Agency/AOA take up or proposes to take up the insurance policy for the Group Housing Project, all the Vendees of the Group Housing Project will contribute for making payment of insurance premium to the insurance company. The Vendee shall not do, or permit to be done, any act or thing which may render void or voidable insurance of any Apartment or any part of the Project or cause increased premium to be payable in respect thereof otherwise the Vendee shall be solely responsible and liable for the same.

#### **INDEMNITY:**

- 35 In case of any natural calamity or any other adverse situation of any kind, Force Majeure, Act of God, the Vendor shall be in no way responsible for any of the losses/damages of any kind to the Vendee/AOA. The Vendee(s) agrees to indemnify the Vendor and always keep indemnified against any penal action, damages or loss due to illegal act, omission, negligence, nuisance, any act forbidden in the law, otherwise attract penal provisions of law, creates any liability qua the third parties, affects the legal rights of the Vendor in any manner. The Vendee shall not misuse, store hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas/plant etc., for which the Vendee(s) or the occupant of the Said Apartment shall be solely responsible and liable. The Vendor shall not be held vicariously liable for any such act of the Vendee(s).
- 36 It is admitted, acknowledged recorded by and between the Parties that all natural products such as marbles, stones, tiles, timber, etc., may have built in variations in texture, color, surface cracks or behavior, or all these variations may develop in future which includes fading of color of outer paint. Utmost care has been taken by the Vendor to obtain color matching, even if complete color matching may not be attainable, the Vendee(s) shall have no claim against the Vendor in this respect. The Vendee shall not have any claim against the Vendor for any defect, quality issue, lack of feature or desired brand, outage, downtime, manufacturing defect, or otherwise in the Products/equipment's/machinery installed in the Project by the Third Party or obtained from a Third Party.

## **RESTRICTIONS:**

- 37 The Vendee(s) or any occupant of the Said Apartment under his authority shall not use the Said Apartment other than for residential purpose and shall not cause any nuisance or annoyance to occupants of other portions of the Project. The Vendee undertakes that he/she shall not use the Said Apartment for any illegal or immoral purpose, or do anything in or around the said Apartment which tends to cause damages to the Building/Services or create nuisance to other Occupants, Vendor or its Nominated Agency. The Vendee shall not restrict/obstruct the free use of common spaces, passages, corridors, amenities available for common use. If the Vendee(s) or his tenant uses or permits the use of the premises for any purpose other than residential, then the Vendee shall be liable for Civil and/or Criminal Actions.
- 38 It is admitted, acknowledged and so recorded by and between the parties that the Vendee(s) shall under no circumstances be allowed, to carry out any change whatsoever in the elevations, lay outs, roofs, floor slabs, balconies, beams, columns, partition walls, load bearing walls, structural changes, outer colour scheme, common areas, and encroachments on common areas, limited common areas, independent areas/facilities. This provision shall be applicable even after handing over of the physical possession and execution of Sale Deed. In case of non-compliance or violation of this provision by the Vendee(s), the Vendor, without any formal notice, shall be at liberty to restore the Apartment to its original Condition or in any other manner to ensure structural stability, elevations and/or outer colour scheme, at the risk and cost of the Vendee(s). In case of any emergency, the Vendor/Service Providing Agency/AOA, shall have right to access the Apartment and arrest/prevent/cure the damage caused or to-be caused, by any such act of the Vendee(s) or Occupant to ensure safety, security and structural stability of the Apartment/Tower/Project, at the risk and cost of the Vendee(s).
- 39 The Vendee of Apartment situated at the top floor shall not have any exclusive rights of use of the terrace above the Floor. However, all the Vendee of the Project shall have right to use the terrace at reasonable time for maintenance/upkeep of water tanks, or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the building/tower in times of emergencies. No unauthorized construction, temporary or permanent, is permitted to the Vendee/AOA in the Project or terrace.
- 40 The Vendee further declares that except the Said Apartment sold/transferred to the Vendee under these present, the Vendee shall not be entitled to use any other areas, especially the unsold areas/Apartment, unallotted parkings, commercial areas, etc. in the project.
- 41 The Vendee shall not display or exhibit any hoardings, picture, poster, statue, slogans, cut-outs, or article that are indecent, immoral, disparaging, defaming or otherwise inappropriate at any place outside the Apartment or any other place in the Project which is visible to public. It is also agreed by the Vendee that no

advertisement or other promotional material or activity shall be displayed or performed in the Project by the Vendee without express written consent from the Vendor.

- 42 The VENDEE undertakes to apply and obtain membership of the Apartment Owners Association ("AOA"), formed with the consensus of the Vendor, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Vendor will hand over the Project to such AOA as per applicable laws. The Vendee further undertakes that he/she will not accept or recognize or form any other Apartment Owners Association or Resident Welfare Association, and if he/she is found to be involved in any such Association, this would amount to breach of terms and conditions of this Sale Deed.
- 43 The Vendee hereby agrees to observe, perform and bound by all the terms and conditions contained herein and as contained in the Agreement for Sale, Maintenance Agreement, Electricity Supply Agreement and such other documents executed/to be executed by and between the Vendee and the Vendor/its Nominee, which shall be read as part and parcel of this Sale Deed. The Vendee hereby undertakes to give notice of the above said documents executed by him to his transferees/tenants/lessee/licensee/assignees/nominees etc.
- 44 The Vendee has understood and agrees that any delay or inaction on the part of the Vendor to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or right thereof to enforce each and every provision in general.
- 45 If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as it is inconsistent, and to the extent necessary to conform to applicable laws. The remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.
- 46 It is agreed by & between the Parties that effect of any new legislation shall be prospective in nature and shall not affect the Terms and Conditions agreed herein. This Sale Deed prevails over all terms and conditions agreed orally or in writing or by way of any brochures, advertisements, price list or any other sale document(s).
- 47 The headings in this Deed are given for easy reading and convenience and are of an indicative nature only. The same do not purport to define, limit or otherwise qualify the scope of this Deed, or the intent of any provision hereof. The true interpretation of any matter/clauses in this Deed shall be derived by reading the clauses in this Deed as a whole, and not in isolation or in parts or in terms of the headings provided.
- 48 **DISPUTE RESOLUTION:** In the event of any dispute or differences arising out of or in connection with the terms of this Deed, including the interpretation and

validity of the terms thereof, and the respective rights and obligations of the Vendee and the Vendor, the same shall be resolved through Arbitration. The Arbitration and Conciliation Act, 1996 as amended from time to time shall govern the Arbitral Proceedings. The arbitration shall be conducted by a Sole Arbitrator. Once a dispute is notified by the aggrieved party, the Vendor shall forward a list of three (3) independent and impartial arbitrators to the Vendee. The Vendee may select any one of such arbitrators from the list sent by the Vendor to be appointed as the Sole Arbitrator, within a period of 30 days from the receipt of such communication. In the event of failure by the Vendee to select the Sole Arbitrator within the stipulated time, the Vendee shall forgo the right of selection, and the Vendor may select any one from the list to be appointed as the Arbitrator. The seat of Arbitration shall be at Delhi/New Delhi. The Parties shall bear the Arbitration expenses equally. The Award passed by the Arbitrator shall be final and binding upon both the Parties.

- 49 This Deed shall be governed by and construed in accordance with the laws of India. The Courts at Delhi shall have exclusive jurisdiction in any matter arising out of or in connection with this Deed.
- 50 **NOTICE**: Any Notice or correspondence to the Vendor shall be served at its registered address through Regd. Post/Speed Post only. Any correspondence to the Vendee shall be sent at the address of the Said Apartment through courier/speed post/registered post/by hand or by email, and the proof of dispatch/by hand delivery/ email shall be the sufficient evidence of service on the Vendee and shall fully and effectually discharge the Vendor from the burden of proof of service/delivery of correspondence. All e-mails sent by the Vendee in respect of any matter/Notice, so as to be binding on the Vendor, are required to be confirmed by a duly signed hard-copy, which is required to be sent through Regd. Post/Speed Post to the registered office address of the Vendor.
- 51 For all intents and purposes, singular includes plural, and masculine includes feminine.
- 52 The registration expenses such as cost of stamp papers, registration fees and execution charges have been borne and paid by the Vendee, and the Vendee shall be solely responsible and liable for any further charges, demands, deficit stamp duty, liabilities, penalties or any other consequence on that account.
- 53 The Parties hereto declare that they have taken independent legal advice and have understood the true purport, meaning and effect of this deed. The deed is executed out of free will of the Parties and without any coercion or undue influence.

IN WITNESS WHEREOF the Parties have signed and executed this Sale Deed, on the date mentioned above, in the presence of the witnesses.

Vendor

Vendee

For M/s Forever Infrastructure Pvt. Ltd.

Authorized Signatory

Witnesses:

1.
2.