

**BRIEF PARTICULARS OF DOCUMENT**

*Nature of Property* : *Residential Plot*

*V-Code No.* :

*Village/District* : *Betwa Vihar Awasiya Yojna, Jhansi,*  
*Tehsil Jhansi, District Jhansi*

*Description of Property* : *Residential Plot No. \_\_\_\_\_*

*Area of Property* : *Carpet Area* *SQ. MTR*  
*Super Area* : *SQ.MTR.*  
*Built Up Area* : *SQ.MTR.*

*Status of Road* :

*Sale Consideration* : `

*Facilities in Building* : .

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***Authorised Signatory***

**BOUNDARY OF PLOT SITUATED AT BETWA VIHAR AWASIYA  
YOJNA, JHANSI, TEHSIL JHANSI, DISTRICT JHANSI:-**

*EAST :*

*WEST :*

*NORTH:*

*SOUTH:*

**DETAILS OF VENDOR**

***MAHAGUN INDIA PVT. LTD.***

***Registered Office :***

*C-227, Vivek Vihar,*

*Delhi-110095*

*PAN No. AAFCM4203R*

*Through its Authorized Signatory*

*MR. \_\_\_\_\_s/o \_\_\_\_\_*

*R/o A-19, Sector-63,*

*Noida-201301 (U.P.)*

*Occupation: Service*

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**DETAILS OF VENDEE**

MR. \_\_\_\_\_ SON OF MR. \_\_\_\_\_

R/o \_\_\_\_\_,

\_\_\_\_\_,

\_\_\_\_\_

Occupation:

PAN:

***Mahagun India Pvt. Ltd.***

***Authorised Signatory***

**SALE DEED**

**SALE DEED FOR ₹** \_\_\_\_\_

**STAMP DUTY PAID on ₹** \_\_\_\_\_

**DETAILS OF PROPERTY**

*RESIDENTIAL PLOT NO. \_\_\_\_\_, Carpet Area admeasuring \_\_\_\_\_Sq  
MTR in “**MAHAGUN MYRAA GREENS**” situated at GATA/ ARAZI  
NO. 182,183, 187, 243, 244, 245, 246, 247, 248, 313, 328, 329,  
330, 331, 332, 333, 334, 335, 336, 337, 338, 400, 401, 445, 446,  
447, 448 Near Betwa Vihar Awasiya Yojna, Jhansi, tehsil Jhansi,  
District Jhansi. The land of plot is not of Gram Sabha and Khasra  
number does not come under prohibited numbers by D.M. Jhansi.*

**Valuation of the said Plot/ Unit as under as per Circle Rate:**

Govt. Circle Rate : ₹ \_\_\_\_\_ P.S.M. (Basic Cost)

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*THIS DEED OF SALE is executed at Jhansi on this \_\_\_\_ day \_\_\_\_\_ of Two Thousand \_\_\_\_\_ by M/s Mahagun India Pvt. Ltd., (PAN No. AAFCM4203R) a Company incorporated under the provisions of Companies Act, 1956 having its registered office at C-227, Vivek Vihar, Delhi, acting through its Authorized Signatory MR. \_\_\_\_\_ SON OF SHRI \_\_\_\_\_ R/o A-19, Sector-63, Noida-201301 (U.P.) vide Resolution dated \_\_\_\_\_ passed by the Board of Directors hereinafter referred to as the "Vendor" (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns) in Favour of **MR. \_\_\_\_\_ SON OF MR. \_\_\_\_\_** R/o \_\_\_\_\_ hereinafter called the Vendee (which expression unless repugnant to the extent, context or law, shall mean & include their, heirs, successors, executors administrators, legal representatives and assigns) OF THE OTHER PART.*

**WHEREAS,** *the Promoter M/s Mahagun India Pvt. Ltd. had purchased total land admeasuring 64375.17 sq. mtr. located at GATA/ ARAZI NO. 182,183, 187, 243, 244, 245, 246, 247, 248, 313, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 400, 401, 445, 446, 447, 448 Near Betwa Vihar Awasiya Yojna, Jhansi, Tehsil Jhansi, District Jhansi from Jhansi Development Authority ("JDA") for development of Residential/ Commercial/ Group Housing as per Jhansi Master Plan.*

**WHEREAS,** *the Promoter M/s Mahagun India Pvt. Ltd. is the sole and absolute owner of total land admeasuring 64375.17 sq. mtr.*

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*purchased vide Sale Deed dated 29-09-2007 executed between Jhansi Development Authority ("JDA") and M/s Mahagun India Pvt. Ltd. registered in Book No: 1, Volume No: 3320, Page No: 125-920 vide Registration No: 4007 with Sub-Registrar-I, Jhansi.*

**WHEREAS,** *the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;*

**WHEREAS,** *Jhansi Development Authority has approved the Building plans for the Plotted development on the Said Land vide approval No. Plotted Development/ 00583/ JDA/LD/21-22/0119/ 01092021 dated 1st December, 2021. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Residential Plot, or building, as the case may be, from Noida Industrial Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in compliance with section 14 of the Act and other laws as applicable;*

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

**AND WHEREAS** *the Vendor has taken over the physical possession of the entire land admeasuring 64375.17 sq. mtr. located at GATA/*

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ARAZI NO. 182,183, 187, 243, 244, 245, 246, 247, 248, 313, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 400, 401, 445, 446, 447, 448 Near Betwa Vihar Awasiya Yojna, Jhansi, Tehsil Jhansi, District Jhansi from Jhansi Development Authority ("JDA") for development of Residential/ Commercial/ Group Housing as per Jhansi Master Plan.

*It is hereby acknowledged and declared that the vendor may acquire any further land adjoining with the land already acquired and develop the same as a part of the existing complex and may use the infrastructural facilities which have been provided for common usage in the existing complex. The Vendee acknowledges that the Vendor shall have complete authority and all rights for such development without any further recourse to the Vendee and further undertakes not to create any hindrance for such development by the Vendor.*

*AND WHEREAS the Vendor offered to sell residential Plots of various sizes, dimensions, described in the aforesaid project as per the brochure/ application form and terms and conditions as laid down in the Allotment Letter with specifications attached, constructed on the said land under the name and style of **"MAHAGUN MYRAA GREENS"** situated at GATA/ ARAZI NO. 182,183, 187, 243, 244, 245, 246, 247, 248, 313, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 400, 401, 445, 446, 447, 448 Near Betwa Vihar Awasiya Yojna, Jhansi, tehsil Jhansi, District Jhansi. (Hereinafter referred to as Plot), which is bounded as under:*

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EAST :

WEST :

NORTH:

SOUTH:

**AND WHEREAS** the Vendor has further clarified to the Vendee that plotted development will be done in the said project in accordance with the Building Plans/ Compounding Plans approved by the Jhansi Development Authority. The Vendee accepts the full authority and power of the Vendor for such development without any further recourse to the Vendee and further undertakes not to create any hindrance for such development by the Vendor.

AND WHEREAS the Vendee has seen all the documents of titles, possession and is satisfied about the authority vested in the company/ vendor to sell the said Plot/Unit.

AND WHEREAS the Vendee(s) named above, applied to the Vendor for the purchase of a RESIDENTIAL Plot/ Unit No.\_\_\_\_\_ in the said project **“MAHAGUN MYRAA GREENS”** situated at GATA/ ARAZI NO. 182,183, 187, 243, 244, 245, 246, 247, 248, 313, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 400, 401, 445, 446, 447, 448 Near Betwa Vihar Awasiya Yojna, Jhansi, tehsil Jhansi, District Jhansi.

AND WHEREAS the Vendor has agreed to sell the Vendee a RESIDENTIAL Plot/ Unit No. \_\_\_\_\_, having an approx. Carpet Area \_\_\_\_\_ SQ. MTR. super area \_\_\_\_\_ SQ.FT. or \_\_\_\_\_ SQ.MTR.

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(approx. built up area \_\_\_\_\_ SQ.FT. or \_\_\_\_\_ SQ.MTR.) in  
**“MAHAGUN MYRAA GREENS”** situated at GATA/ ARAZI NO.  
182,183, 187, 243, 244, 245, 246, 247, 248, 313, 328, 329, 330,  
331, 332, 333, 334, 335, 336, 337, 338, 400, 401, 445, 446, 447,  
448 Near Betwa Vihar Awasiya Yojna, Jhansi, tehsil Jhansi,  
District Jhansi for a Sale consideration of ₹\_\_\_\_\_ (Rupees  
\_\_\_\_\_ only).

*AND WHEREAS the Vendee/s has carried out the inspection of the Complex, the said dwelling Plot/unit, and has satisfied themselves as to the area, size and location etc.*

*AND WHEREAS THE VENDEE IS DESIROUS TO TAKE THE CONVEYANCE FROM THE VENDOR NOW OF THE SAID RESIDENTIAL PLOT/ UNIT AFORESAID TO WHICH THE VENDOR HAS AGREED.*

*AND WHEREAS the requisite Sale Deed is being executed now incorporating the details embodied in the application form and terms and conditions as laid down in the allotment letter / Agreement to 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. This cancels all previous allotment certificates issued against this Sale Deed. The Vendee shall quote*

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*the Plot/ unit no. in all future communication with the vendor.*

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

*That in pursuance of the said agreement and in consideration of the said sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) has already been paid by the vendee and received by the vendor in advance, which are as under: -*

**DESCRIPTION OF THE PROPERTY RESIDENTIAL/UNIT SHOWN**

*RESIDENTIAL Unit/ Plot No. \_\_\_\_\_ having an approx. \_\_\_\_\_ in MAHAGUN Myraa Greens situated at Betwa Vihar Awasiya Yojna, Jhansi, Tehsil Jhansi, District Jhansi.*

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

*On or before the execution of this INDENTURE, (the receipt whereof the vendor Doth hereby acknowledges) the said Vendor DOTH here by transfers by way of sale the said RESIDENTIAL PLOT/ UNIT No. \_\_\_\_\_ having approx. Carpet area of \_\_\_\_\_ SQ.FT. or \_\_\_\_\_ SQ.MTR. super area of \_\_\_\_\_ SQ.FT. or \_\_\_\_\_ SQ.MTR. identifiable with the built up area of \_\_\_\_\_ SQ.FT. or \_\_\_\_\_ SQ.MTR. The aforesaid consideration is for the total area of the said*

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*Plot/ Unit, as mentioned herein above.*

*The Vendee(s) also agrees not to object either individually or collectively in any manner whatsoever with respect to easement or any other rights of his/her Plot/ Complex, their layouts, number of plots and future constructions, which shall be construed to be a part of the complex in all manners. All rights arising out of, future construction in the areas of said plot shall vest exclusively with the vendor and the same can be sold/disposed off by the vendor without any hindrance or objection whatsoever by the vendee/s, either individually or collectively.*

*Further, it is admitted, acknowledged and so recorded by and between the parties that all Independent Area/ limited common areas and facilities can be sold by the promoters without any hindrance whatsoever by the Plot owners individually or collectively in any manner whatsoever.*

- 1. That peaceful and vacant physical possession of the RESIDENTIAL Unit/ Plot No. \_\_\_\_, Block \_\_\_\_ in Mahagun Myraa Greens has been handed over by the Vendor to the Vendee simultaneously with the execution of this Sale Deed. The Vendee after inspecting the Unit has satisfied himself/herself/ themselves about the Area, Size, Location, quality of workmanship and materials used and have also satisfied themselves as regard the various heads against which money have been charged, and undertakes not to raise any dispute or claim against the Vendor in any respect thereof.*

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2. *That upon taking possession of the said Plot/ Unit space from the Vendor, the Vendee shall have no claim against the Vendor as to any item of work, Size, Location, quality of work, measurements, specifications, facilities, amenities, materials, installations, cost etc. or on any other ground whatsoever for the said Unit space.*
3. *That the Vendor hereby declares and assures the Vendee that they are the rightful owners of the said Plots with full right to deal with the same. The Vendor further declares and assures the Vendee that the said property/Unit space under sale is free from all sorts of encumbrances, charges, mortgages, liens, injunctions, legal flaws, disputes and defects in the title, and if it is proved otherwise, and the vendee suffers any loss and whole or any part of the property hereby conveyed is taken away from the possession of the vendee then the vendor shall be liable to make good the loss thus suffered by the vendee entitling the vendee to recover the same from the vendor.*
4. *That all the taxes such as 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 execution and registration of the present Sale Deed or taking over the possession of the said Unit space, or deemed date of possession declared by the vendor whichever is earlier.*
5. a) *That it has been agreed between the Vendor and the Vendee,*

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*that save and except in respect of the said particular Plot/ Unit space, already described and hereby being acquired by the vendee, the Vendee will have no claim, right, title or interest of any nature or kind except the right of ingress and outgress in respect of all or any of the common areas/ Independent Area/ Limited Common Area of the project, such as Corridors, Fire Escapes, Electric Sub-Stations, Control Panel Rooms, Installation Areas of Transformers and DG Sets, Guardrooms, Entrance and exit of the complex, Water Supply Treatment Plants, Pump-houses, Sewerage System, EPABX System, Common Toilets, Rain Water Harvesting, Entrance Lobby/ies if any, roads, common lawns and other common infrastructural facilities for the Dwelling Unit(s) to be used jointly by all the Vendee(s). The common areas/ Independent Area/ Limited Common Area shall remain undivided and no vendee or any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void.*

*b) That except for the areas herein allotted and common area, specifically mentioned, common area usage rights and facilities attached therewith, all rights and interest in the limited common areas and facilities/ independent areas in the said Complex namely MAHAGUN Myraa Greens shall continue to vest in the vendor unless and until the same or any other part thereof is specifically transferred in any manner to any particular Plot buyer/ buyers.*

*c) That all common facilities shall be for common use only and no*

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*vendee/s shall bring any action for its individual use, partition or division of any part thereof. The ownership of these facilities shall vest with the vendor.*

*d) That all recreational facilities such as club and swimming pool etc., and all other facilities and areas, not covered in the calculation of super area, 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. All these limited common areas and facilities/ independent areas can be disposed by the vendor without any hindrance whatsoever by the Plot owners individually or collectively in any manner whatsoever.*

*d. The Vendor has provided recreational facilities including swimming pool and Club, in the Complex. These facilities are for the use of all the residents of the MAHAGUN Myraa Greens. These facilities shall, if required, be handed over alongwith the transfer of maintenance services to the Unit owners as detailed herein above. Till such time the above mentioned facilities are handed over, the same shall be under the control of the maintenance agency.*

*e. The vendor shall always have an unfettered right of ingress and outgress to common areas, lobbies, corridors, and all areas, described as limited common areas and facilities/independent areas without any objection from any of the vendee/vendees, even after handing over of the*

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*possession and maintenance of the complex.*

- 6. In case any additional construction is allowed the vendor shall be entitled to construct additional construction with the permission of the competent authority. The vendor in such a event be fully responsible for the safety of the existing and newly constructed structure and shall further be fully responsible for making good at his own cost damages if any to the existing/newly constructed structure. The additional structure if any shall have exactly the same external finish as already provided in the premises and not disturb or cause inconvenience of any kind to the occupants of the premises and shall shift all common services at their own cost.*
- 7. The vendees shall not raise any objection or claim any reduction in the price of the Unit agreed to be acquired or claim any compensation on the ground of inconvenience due to cause aforementioned or any other cause whatsoever.*
- 8. The Vendor shall be entitled to obtain the refund of various securities deposited by them with various Government or Local Authorities for electric, water and sewer connections etc. during or before the construction of the said plot.*
- 9. The vendee consents that he will allow the maintenance staff to enter in his Unit/duct etc. for cleaning/maintaining/repairing work in his Plot/ Unit or any other Unit.*

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10. *That a single point electricity connection for the entire complex has been provided by UPPCL. An electricity connection and consumption meter for the recording of electricity consumption has been provided for the Said Plot. A separate agreement for supply of electric energy and another for pre-payment energy metering system has been executed. The vendee shall pay the necessary charges detailed in the above said agreements. All terms and conditions as contained in the Electrical Agreement and Agreement for Prepayment Energy Metering system shall be read as part and parcel of this Sale Deed, contents whereof are not repeated herein for the sake of brevity.*
11. *That various common services and facilities shall be managed by the Vendor through its maintenance agency or any other agency nominated by the Vendor for a maximum period of two years. The Vendee shall and hereby agrees to enter into a maintenance agreement with the aforesaid agency for maintenance, upkeep, repairs, security etc. of the complex.*
12. *That the Vendee agrees and consents to the said arrangements, and further agrees that the terms of the maintenance agreement shall be construed to be part of this Sale Deed, and shall be binding upon the Vendee. The Vendee shall pay necessary maintenance charges and other dues as detailed in the maintenance agreement. In addition to the maintenance charges there will be contribution to replacement fund. Non-payment of any of the charges within the time specified shall dis-entitle the vendee for the use of common services such as*

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*lifts, bathroom water and power backup etc. The Vendee consents with this arrangement and this shall continue till such time the Vendor terminates this arrangement. The Vendee consents that in case of further Sale of his Plot/ Unit, a NOC from the existing maintenance body and the vendor will be obtained for the sale of his Unit. That even after handing over of the maintenance of the common services to the vendees, 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.*

13. *All areas defined as limited common areas, independent areas/ facilities unless allotted exclusively and also the convenient shopping area provided within the complex SHALL REMAIN THE PROPERTY OF THE VENDOR AND ALL RIGHTS FOR THESE SHALL VEST WITH THE VENDOR. THE VENDOR MAY RETAIN HIS OFFICE IN THE COMPLEX AND CAN USE THE COMMON SERVICES.*
14. *Subsequent to the handing over of the maintenance of the Complex by the Vendor or its nominated agency to the vendees/s or its representative body, the vendee/s shall from that moment shall be responsible for the safety and security of the assets of the vendor in the Complex. Omission, if any on this account shall be treated as a cognizable offence.*
15. *That the vendor shall be entitled to use all the independent*

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*area, including the 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 common facilities to the vendee/s.*

- 16. That the company shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity factor of zero point five zero into consideration, as may be deemed necessary by the vendor. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society/ association of Plot owners, the distribution of power/power back up/ energy system shall continue to vest with the vendor.*
- 17. That if in future any up-gradation/ improvement in the energy distribution system or any other system is desired or permitted, then the cost thereon, including securities required to be paid shall be borne by all the Vendee(s) on sharing basis. Such up gradation/ improvement, if any in the systems in future shall only be carried out by the Promoters on advance payment.*
- 18. The Vendee shall be individually responsible for the payment of water, electricity consumption charges house tax, property tax, maintenance and repairs of the Unit or any other taxes or levies.*

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19. *The Vendee in future shall comply and carry out and abide by all laws, bye-laws, rules, regulations, and requisition etc. of Jhansi Development Authority and shall attend and answer and carry them out at his own cost and be responsible for all deviations and breaches thereof and shall also observe and perform all terms and conditions contained in this deed.*
20. *The logo, layouts, elevations and the name of the complex shall remain the intellectual property of the Vendor at all times and the promoter shall not be under any obligation to part with/ share the same with the vendees or their body under any circumstances. The vendee or their representative body shall not have any right whatsoever to effect, alter or modify such intellectual rights of the Promoter, at any point of time.*
21. *The goods etc. in the Unit portion along with the connected structural part of the building and also all the common facilities shall be got comprehensively insured by the vendee/s and the insurance charges shall be borne equally by all the vendees.*
22. *In case of any natural calamity or any other adverse situation of any kind, or Act of God, the vendor shall be in no way responsible for all or any of the losses/damages of any kind.*
23. *That the Vendee(s) shall not use the Plot/ Unit other than for residential purpose and shall not use in manner that may cause nuisance or annoyance to occupants of other portions of the*

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*Complex or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said premises which tends to cause damages to the Complex/Building or services or in any manner interfere with the use thereof or of spaces, passages, corridors, amenities available for common use. The Vendee(s) agrees/indemnifies the Vendor and always keep indemnified against any penal action, damages or loss due to misuse storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas plants etc., for which the Vendee(s) shall be solely responsible, if the Vendee(s) or his tenant uses or permits the use of the premises for any purpose other than residential, then the Vendor has right to revoke the conveyance. The Vendee(s) agrees to strictly adhere to the statutory guidelines issued by the Vendor/Maintenance Agency and the concerned authorities, from time to time.*

24. *Security arrangement is proposed to be provided in the complex. Accordingly, the vendor/maintenance agency shall have a free hand to restrict the entry of outside persons into the complex. The Vendee(s)/s shall cooperate with the security agency at the entrance by avoiding forcible entry of any person/ vehicle etc. The security staff shall be allowed to carry out necessary checks at the entrance and exits without any exceptions. The provision of such security would not create liability of any kind on the maintenance agency for any mishap, theft, acts of omission/commission etc., resulting at the hands of any miscreants or any other person whomsoever. Right of admission in the Housing complex is reserved.*

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25. *THAT it is clearly understood and agreed between the parties that the right of admission in the complex is reserved only for bonafide allottees only. No outsider shall be permitted by the vendor or the maintenance agency without satisfying themselves about his credentials and may refuse permission to enter to such outsiders without assigning any reason whatsoever. The decision of the vendor/maintenance agency shall be final and binding on the vendee(s).*
26. *The Vendor and/or Maintenance Agency stands indemnified and shall not be liable for any harm, damage or physical injury of any kind whatsoever, which may be caused on account of usage of any common facility/ recreational facilities or breakdown of power, any other defects/ breakdowns etc. of the fixtures or on account of acts of GOD, riots or civil commotion.*
27. *That the Vendee/s understands that swimming pool, gym, other recreational facilities and all other fixtures provided are for the use of residents only. The swimming pool, gym and other common facilities and fixtures shall be used by the Vendee(s) and his dependents at their own risk and responsibility. Mahagun India Pvt. Ltd. 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. These facilities shall, if required, be handed over alongwith the transfer of maintenance services to the Unit owners as detailed herein above. Till such time the above mentioned facilities are*

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*handed over, the same shall be under the control of the maintenance agency.*

28. *All advertisement rights in all the common areas rests with the Vendor.*
29. *That the Vendor covenant with the Vendee that the Vendee shall peacefully hold and enjoy the said Plot/ Unit without any interruption by the Vendor or by any other person claiming under the Vendor. The Vendee shall have a right to sell or rent the Unit to any person after taking a N.O.C. from the Vendor. Such N.O.C. will be issued after execution of all necessary documents and payment towards documentation charges and club membership fees.*
30. *There shall be no waiver of the rights available herein to the Vendor, its assignees, nominee(s) or the Maintenance Service Provider, for any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of their right or remedy or wavier of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.*
31. *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 is reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the*

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*remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.*

32. *That it is agreed by & between the parties that any legislation which is introduced shall be prospective in nature and shall not be effecting the agreed terms and conditions. This Sale Deed prevails over all other terms and conditions given in orally or in writing or by way of any brochures, advertisements, price list or any other sale document(s), by cancelling all previous Allotment certificates issued prior to this Sale Deed.*
33. *That the headings/captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.*
34. *All e-mails/fax sent by the Vendee in respect of any matter, so as to be binding on the Vendor, are required to be confirmed by a duly signed hard copy, separately.*
35. *The parties hereto declare that they have taken the independent legal advice and have understood the true purport, meaning and effect of this deed.*

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36. *This Agreement shall be governed by and construed in accordance with the laws of India.*
37. *That the registration expenses such as cost of stamp papers, registration fees and execution charges have been borne and paid by the Vendee.*
38. *That this Sale Deed shall be governed by the Laws of India for the time being in force and shall be subject to the jurisdiction of the Hon'ble High Court of Allahabad and courts subordinate to it at Gautam Budh Nagar and State Consumer Commission only at Lucknow, shall have the jurisdiction in all matters arising out or touching and/or concerning this document.*
39. *That the Vendee agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Vendee and the Vendor, shall be resolved through arbitration which shall be the mode of resolution of disputes, as aforesaid. Under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a sole Arbitrator. For the appointment of the sole arbitrator, the Vendor shall identify three retired High Court Judges of the Hon'ble High Court of Delhi and intimate in writing to the vendee, the names of retired High Court Judges, so identified. The Vendee/s shall within 30 days from the*

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*receipt of such written intimation, nominate in writing to the Vendor, anyone of such retired High Court Judges to be appointed, as the sole Arbitrator. Upon receiving the written intimation from the vendee as stated hereinbefore, the Vendor shall appoint the sole arbitrator to adjudicate upon the dispute between the parties. In the event, the vendee fails to nominate in writing as aforesaid, within 30 days from the receipt of written intimation from the Vendor, then the Vendor shall have the sole right to nominate and appoint, from within the three names nominated, a sole arbitrator to adjudicate upon the disputes between the parties. The vendee expressly acknowledges, accepts and agrees that it shall not be entitled to reject the names identified by the Vendor and rejection if any, by the vendee of the names, so identified by the Vendor, shall be deemed to be failure of the vendee to nominate. The vendee further acknowledges, accepts and agrees that he/she shall not have any objection to the appointment of the sole arbitrator made by the Vendor. The arbitration proceedings shall be held at Delhi only.*

40. *That in case of joint vendee the Vendor may, at its discretion, without any claim from any person, deem correspondence with any one of the joint vendee sufficient for its records.*
41. *That for all intents and purpose singular includes plural and masculine includes feminine.*
42. *The Vendee hereby undertakes to pay any demand of*

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*service/sales tax if raised in future by Central or State Govt.  
against this sale of the above said Unit.*

43. *The structure which is written in this Sale Deed is also shown  
in the map.*

***Mahagun India Pvt. Ltd.***

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*IN WITNESS WHEREOF THE VENDOR have signed and executed their presence under the common seal of the firm on the date mentioned above. The Vendee has also signed the same in the presence of the witnesses.*

**VENDOR**

**VENDEE**

***For Mahagun India Pvt. Ltd.***

***Authorized Signatory***

**WITNESS**

***1. \_\_\_\_\_***

***2. \_\_\_\_\_***

***Mahagun India Pvt. Ltd.***

***Authorised Signatory***

*Drafted By \_\_\_\_\_*

*(Deed Writer)*  
*Jhansi(U.P.).*

***Mahagun India Pvt. Ltd.***

***Authorised Signatory***