

**E-Stamp Certificate No. IN-**  
**Issued Dated :**

**SALE DEED**

<b>Project Name.</b>	<b>MIRAABILIS</b>
<b>Premises No.</b>	Apartment No. [•] at Floor No. [•] in Tower No. [•] in the Project [•], at Plot No. [•], Ghaziabad, Uttar Pradesh.
<b>Village/City</b>	Makanpur, Ghaziabad,
<b>Status of Road</b>	[•] Mtr. Wide
<b>Category of construction</b>	Category A
<b>Nature of Property</b>	Residential
<b>Carpet Area</b>	[•] Square meters ([•] Square feet Approx.)
<b>Super Area</b>	[•] Square meters ([•] Square feet Approx.)
<b>Built-up Area</b>	[•] Square meters ([•] Square feet Approx.)
<b>Car Parking Space (covered/open)</b>	[•]
<b>Total Price consideration</b>	Rs. [•]/- (Rupees [•] Only)
<b>Value as per Circle Rate</b>	Rs. [•]/- (Rupees [•] Only)
<b>Stamp Duty Paid</b>	Rs. [•]/- (Rupees [•] Only) (As per prevailing rate of [•] % on the price consideration) (Rounded Off)
<b>UP RERA Project Reg. No.</b>	

**PREMISES ABOVEMENTIONED IS BOUNDED AS UNDER:**

North:	
South:	
East:	
West:	

**STAMP DUTY PAID Rs. /-**

(The Stamp duty paid according Rate of Rs. 58,000/- per sq. mtr. floor rebate as per rate list and 4% increase for Car Parking and 5% increase for other facilities (i.e. Power Backup, Securities Guard, Club/Communities Centre, Gym, Swimming pool, Lift).

With 1% discount on Rs. 10,00,000/- for the woman on the basic of notification order no. I.F.T.R-5-2756/11-2008-500 (1165)/2007 Lucknow on dt. 30.06.2008 by Uttar Pradesh Government institution finance, tax and registration anubhag-5.

### **SALE DEED**

This present Sale Deed (“**Sale Deed/Deed**”) is being executed and entered on this [•] day of [•], 2024 at [•], District [•], Uttar Pradesh (“**Effective Date**”).

### **BY AND BETWEEN**

1. **M/S RHOMES MIRAABILIS LLP** incorporated as per Limited Liability Partnership Act, 2008, having LLPIN ACJ-9259 and PAN ABKFR0766M, and having its registered office at 81, First Floor, Poorvi Marg, Vasant Vihar , New Delhi-110057, acting through its Designated Partner, Mr [•], duly authorized *vide* resolution passed in meeting of Designated Partners of LLP dated [•] (hereinafter referred to as “**PROMOTER**” (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 said Firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns ) of the **FIRST PART**;

### **AND/OR**

2. Mr./Mrs./Ms. \_\_\_\_\_, son/daughter/wife of [•], resident of [•], having Aadhaar No. [•], having Income Tax PAN No. [•], aged about [•] years, having contact no. [•], having email-id [•] (hereinafter referred to as “**VENDEE**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs executors, administrators, successors, and permitted assignees) of the **SECOND PART**.

### **OR**

3. \_\_\_\_\_ incorporated as per Companies Act’ 2013/1956, having CIN [•] and PAN [•], and having its registered office at [•], acting through Authorised Signatory, Mr/Mrs/Ms. [•], duly authorized *vide* board resolution dated [•] (hereinafter referred to as “**VENDEE**” (which expression shall be deemed to mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**.

**OR**

4. \_\_\_\_\_ incorporated as per Limited Liability Partnership Act, 2008, having LLPIN [•] and PAN [•], and having its registered office at [•], acting through its Designated Partner, Mr/Mrs/Ms. [•], duly authorized *vide* resolution passed in meeting of Designated Partners of LLP dated [•] (hereinafter referred to as “**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 said Firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**

**OR**

5. Mr./Mrs./Ms. \_\_\_\_\_, son/daughter/wife of [•], having Aadhaar No. [•], having Income Tax PAN No. [•], aged about [•] years, having contact no. [•], having email-id [•] for self and as Karta of the Hindu Joint Mitakshara Family Known as \_\_\_\_\_ HUF having place of business/ resident of [•] (hereinafter referred to as “**VENDEE**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her legal heirs executors, administrators, successors, and permitted assignees) of the **SECOND PART**.
- The Promoter/ Developer/ Vendor and the Vendee shall hereinafter be collectively referred to as “**PARTIES**” and individually as “**PARTY**”.

**RECITALS:**

- (A) **WHEREAS, Ramprastha Builder Private Limited (“Landowner”)** is the absolute, lawful, sole and exclusive owner, having uninhibited, vacant and peaceful possession of the contiguous parcel of land admeasuring 24,081 Sqr. Mtrs., geographically located at Khasra No - 221 M (Part), 222 M, 223M (Part), 224 M (Part), 302 M, 303 M, 304 (Part), 307 (Part) at Village Makanpur, Ghaziabad, Uttar Pradesh (“**Project Land**”) and the Landowner and Promoter have entered into a registered Collaboration Agreement dated 16.01.2025 bearing document application no. 202500739004329, in Volume No. 21760 on Book pages 101 to 148 at Serial No. 622, duly registered in the office of Deputy-Registrar, Sadar 1, Ghaziabad on 17.01.2025, to develop a group housing real estate project on the said Project Land (*Copy of Collaboration Agreement is available on UP-RERA website*).
- (B) **WHEREAS,** The Project Land admeasuring 24,081 Sqr. Mtrs. owned by the Landowners is a contiguous piece of Land. The Ghaziabad Development Authority (GDA) has permitted to develop a group housing real estate project on the said Project Land vide letter no. GDA/BP/24-25/0752 having permit no. Group Housing/07735/GDA/BP/24-

25/0752/17092024 dated 25<sup>th</sup> October, 2024. Further, vide the said Collaboration Agreement both Promoter and the Landowner have agreed that the Promoter will develop a Group Housing Real Estate Project named and known as “**MIRAABILIS**” (“**GHRE Project**”) on the Project Land in accordance with the plan sanctioned by GDA at its own cost. The Landowner which is the absolute owner holding unhindered title as the Landowner of the Project Land and having legal possession over the subject Project Land which are all free from any and all encumbrance, charges, mortgages, litigation, disputes, liens, claims, *lis-pendens*, lease, of any nature whatsoever and not subject matter of any security against loans taken by the Landowner or any third parties. By virtue of the said Collaboration Agreement, the Landowner has transposed the Promoter in its shoes holding absolute and unfettered rights, title and control over the Project land as that of its own for valid and lawful consideration as recorded in the said Collaboration Agreement itself for the purposes of development of the GHRE Project.

- (C) **WHEREAS**, the said Project Land was earmarked for the purpose of developing and constructing a group housing development i.e, the GHRE Project mentioned above, having UP-RERA Project Registration No. [•]
- (D) **WHEREAS**, as per the said Collaboration Agreement, the Promoter is fully competent to enter into this Agreement and all the legal formalities with the respect to the right, title and interest of the Promoter regarding the said Project Land on which the GHRE Project is developed and constructed have been completed.
- (E) **WHEREAS**, the Promoter has shown and it is expressly acknowledged by The Vendee that he/she has seen all title documents, building plans, approvals and all other relevant papers and documents, etc. of the GHRE Project, and has fully satisfied himself/herself/themselves about the authority, power, right and title of the Promoter over the Project Plot and GHRE Project and any part thereof and in terms of the same had signed the Builder Buyers agreement (Agreement for Sale) dated [•] including Booking Application Form dated [•] and Allotment Letter dated [•] with the Promoter and in pursuant where to the Promoter has agreed to sell and the Vendee has agreed to purchase the Apartment No. [•] having carpet area of [•] square mtrs ([•] sq. ft appx.), super area of [•] square mtrs. ([•] sq. ft appx.), type [•] BHK on [•] floor in Tower [•] and [•] covered/open car parking (“**Apartment/Unit**”), along with pro rata share in the common areas and impartible and undivided pro-rata, proportionate share in the land underneath the GHRE Project for a total sale consideration of **Rs. [•]/- (Rupees [•] Only)** on the terms and conditions mentioned hereinafter.
- (F) **WHEREAS**, the VENDEE for the purpose of purchasing the Apartment/Unit in the GHRE Project has taken a housing loan from a schedule commercial bank i.e., [•] vide loan agreement dated [•] and tripartite Agreement dated [•]. (*\*\*to be inserted if applicable\*\**)

- (G) **WHEREAS**, the Parties have gone through and have duly understood and agreed to all the terms and conditions stipulated in the present Sale Deed and have acknowledged the mutual rights, covenants, obligations and liabilities detailed herein. Further, the Parties have agreed that the terms & condition stipulated in the **Builder Buyers Agreement (Agreement for Sale)** dated [•] shall be read as part and parcel to the present Sale Deed and same are not repeated herein for sake of brevity and to avoid prolixity and same shall form binding terms and conditions to this Sale Deed.
- (H) **WHEREAS**, the Apartment/Unit shall be sold as an independent apartment/unit along with undivided interest in the common areas and facilities of the GHRE Project subject to the description mentioned in this deed of declaration submitted by the Promoter under Section 12 of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- (I) **WHEREAS**, The Parties hereby explicitly confirm that they are signing this Sale Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the GHRE Project;
- (J) **WHEREAS**, The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Sale Deed and all applicable laws, are now willing to enter into this Sale Deed on the terms and conditions appearing hereinafter;
- (K) **WHEREAS**, in accordance with the terms and conditions set out in this Sale Deed and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Vendee hereby agrees to purchase the said Apartment/Unit and the open/covered parking (if applicable) as specified herein.

**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances and promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

## **1. DEFINITIONS AND INTERPRETATIONS:**

- 1.1. Definitions:** Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement.

- (i) **“Act”:** shall mean the Real Estate (Regulation and Development) Act, 2016 and Rules & Regulations framed thereunder;

- (ii) **“Agreement”:** shall mean this Agreement, Deed, Sale Deed including all Schedules and Annexures attached hereto or incorporated herein by reference;
- (iii) **“Apartment/ Flat / Unit”:** means the dwelling apartment/unit in the GHRE project, which is identified by a number and that number is also identifying the floor and block/tower of that apartment. “Said Apartment” shall mean the specific apartment applied for by the applicant in the said GHRE project, details of which have been set out in Booking Application Form, Allotment letter and this Agreement.
- (iv) **“Applicable Laws”:** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority (including those issued by Ghaziabad Development Authority (**“GDA”**)) or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India or any other authority, including but not limited to authority established under Real Estate. (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (Collectively referred to as **“UP RERA”**), whether in existence on the Effective Date or thereafter;
- (v) **“Approvals”:** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the GHRE Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval for change of land use, approval (if applicable) of the Ministry of Environment and Forests, Ministry of Civil Aviation, National Monument Authority, Ghaziabad Development Authority (GDA), Archaeological Survey of India (ASI), no objection/ approvals from CISF (if applicable), no objection/approvals from Airport Authority of India (AAI) (if applicable), registration under the RERA or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the GHRE Project and shall

include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);

- (vi) **“Built-up Area/Covered Area”:** Shall mean the carpet area plus thickness of outer & internal walls and the balcony or verandah area. It is the Carpet area plus area occupied by walls, doors of an apartment plus balcony or verandah area plus wardrobe area plus service shaft area;
- (vii) **“Business Day”:** shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Ghaziabad, India;
- (vii) **“Carpet Area”:** shall mean and refer to the net usable floor area of an apartment/unit in the GHRE Project, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.  
Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;
- (ix) **“Common Areas, Facilities and Amenities”:** shall mean and include the entire Project Land for the GHRE Project; the stair cases, lifts and lift lobbies, fire escapes, and common entrances and exits of towers/buildings; the common basements, parks, playground areas, open parking areas and the premises for the lodging of persons employed for the management of the GHRE Project including accommodation for watch and ward staffs or for the lodging of community service personnel; installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; all community facilities as provided in the GHRE Project; all other portion of

the GHRE project necessary or convenient for its maintenance, safety, etc., and in common use excluding terrace.

*Explanation:- Community shall include only those facilities which are integral part of the GHRE Project and have been provided as common areas in the GHRE project. Whereas the **CLUB** and other Commercial/leasable areas shall remain explicitly extraneous, unrelated and excluded;*

- (x) **“Effective Date”:** shall mean the date of execution of this Sale Deed;
- (xi) **“Encumbrances”:** shall mean any disputes, Litigation, threatened litigation or dispute, disruption in easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, boundary demarcation issues, will, trust, exchange, lease, claims, partition, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, voting trust agreement, interest, option, charge, restriction or limitation of any nature, default or / claim by any Governmental Authority of Applicable Laws or any rule, regulation or guidelines, whatsoever, including receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- (xii) **“External Maintenance Charges”:** shall mean the monthly charges payable by each allottee(s) of the apartments/units within the GHRE Project to the Developer and/or its nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside Ramprastha Green Complex but outside the GHRE Project;
- (xii) **“Force Majeure”:** shall mean and include acts mentioned hereunder:  
(a) Act of God e.g. Fire, Drought, Flood, Typhoon, Tornado, Landslide, Avalanche, Tempest, Cyclone, Storm,



	<p>Earthquake, Epidemics, Pandemics or exceptionally adverse weather conditions and other natural disasters;</p> <p>(b) Explosions, Accidents, Air Crashes, Nuclear Radiations, Sabotages;</p> <p>(c) Labour Unrest;</p> <p>(d) Deficiency in supply or unavailability of material for development/construction, which is not attributable to the Developer but market at large;</p> <p>(e) GRAP measures, Constitutional Emergency, War, Civil Unrest/Commotion, Riots, Act of Terrorism;</p> <p>(f) Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Project Plot which renders or endangers the health and safety of either parties and its personnel or the general public;</p>
(xiv) <b>“Governmental Authority”:</b>	shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or Ghaziabad Development Authority (GDA) or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project Plot and/or GHRE Project;
(xv) <b>“GDA”:</b>	shall mean and refer to the Ghaziabad Development Authority;
(xv) <b>“GHRE Project”</b>	shall mean the Group Housing Real Estate Project named and known as <b>“MIRAABILIS”</b> having UP-RERA Project Registration No. [•]
(xv) <b>“Litigation”:</b>	shall include any / all suits, disputes, civil and criminal actions, arbitration proceedings, notices relating to land title, and all legal proceedings, which materially affects the development of the Project Plot and/or GHRE Project;
(xv) <b>“Maintenance Charges”</b>	shall means the monthly charges payable by the each allottee/occupant of the apartments/units within the GHRE Project to the Promoter and/or its nominated agency for maintaining various services like maintenance of security,

cleaning of all the common area facilities inside the GHRE Project.

- (xi) **“Pass Through Charges”:** shall refer to all statutory charges, fees and expenses and other charges or deposits, including lease rent, society / association formation charges, legal expenses, payments / contributions received from the Purchasers towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, Goods & Services Tax, VAT, any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs and deposit which would be collected / recovered from the customers/purchasers/allottee in relation to the Saleable Area/Carpet Area/Apartment/Flat/Unit in the GHRE Project as a contribution from the customers and for onward transfer / deposit to the concerned Governmental Authority or association (if any) of the apartment owners or with the maintenance agency of the GHRE Project, as the case may be;
- (xx) **“Project Land”:** Shall mean contiguous parcel of land described in **Recital (A)** above;
- (xx) **“Super Area (Built up area + common area & facilities)”:** Shall mean the Carpet area plus area occupied by walls, doors of an apartment plus balcony area plus wardrobe area plus service shaft area plus areas & facilities to be used by all the apartment owners such as entrance, lobbies, corridors, stair cases, lifts, lift lobbies, machine rooms, all service shafts, fire escapes, and all underground and overhead tanks, electric sub stations, control panel room, installation area of the transformer and DG set, guard towers, entrance and exit of the complex, water supply, piped gas supply, treatment plants, pump house, sewerage systems and STP, EPABX system, common toilets, rainwater harvesting systems etc;

**1.2. INTERPRETATION:** In this Agreement, unless the contrary intention appears:

- i. Any reference to any statute or statutory provision shall include:
- (a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
  - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment,

modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- ii.** any reference to the singular shall include the plural and vice-versa;
- iii.** any references to the masculine, the feminine and the neuter shall include the other genders;
- iv.** any references to a “company” shall include a reference to a body corporate;
- v.** any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;
- vi.** references to this Agreement or any other agreement shall be construed as references to this Agreement or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- vii.** the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- viii.** each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- ix.** any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- x.** headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- xi.** “in writing” includes any communication made by letter, or e-mail;
- xii.** the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- xiii.** references to a person (or to a word importing a person) shall be construed so as to include:

- (a) individual, firm, partnership, trust, joint venture, company, llp, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
  - (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- xiv. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- xv. all the Recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
- xvi. contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred.

## **2. TERMS AND CONDITIONS:**

- 2.1. That in consideration of the Vendee having duly remitted the sum of Rs. [•]/- (Rupees [•] Only) the receipt of which is hereby acknowledged by the Promoter, signifying the complete and conclusive consideration, the Promoter hereby effects the transfer and conveyance of the said Apartment/Unit and both the Promoter and the Vendee accept that aforesaid consideration is for the "Total Carpet Area as specified herein". It is agreed between the Parties that this transfer is in strict alignment with the said Apartment's/Unit's floor plan, and the GHRE Project layout and building plan and specifications. These aforementioned details are annexed herewith and distinctly marked as **Schedule A, B and C** annexed and marked to this Deed. Concurrently, this transfer includes the associated rights, easement rights, and appurtenances, contingent upon the Vendee's commitment to adhere to and fulfil the terms and conditions detailed herein.
- 2.2. That however, it is admitted, acknowledged and so recorded by and between the Parties that all other rights except what have been mentioned herein, lies with the Promoter i.e., to carry out further construction in case of any change in the FAR, open spaces, parking spaces (except what has been conveyed herein) or tot-lots, public amenities, community building, and other facilities and amenities, will be under the sole ownership of the Promoter who will have the full authority and power to use and/or transfer the same in any manner whatsoever and this Sale Deed is executed for the said Apartment/Unit of which the Promoter has received full and final consideration of the sale price from the Vendee. It is further agreed between the Parties that Vendee shall have right to use only the common area as described in Deed of Declaration (DOD) as provided in the section 12 of The Uttar

Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and facilities of the said Apartment/Unit in GHRE Project.

- 2.3. The aforesaid consideration, inter alia, includes recovery of price of land, construction of not only the said Apartment/Unit but also the Common Areas, internal development charges, external development charges, GST, cost of providing electric infrastructure, lift, water line and plumbing, finishing as per specifications, fire detection and firefighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the said Apartment/Unit and the GHRE Project.
- 2.4. That the Promoter has handed over actual vacant physical possession of the said Apartment/Unit to the Vendee at the time of execution of this Sale Deed and the Vendee hereby confirms to have taken over the possession of the said Apartment/Unit from the Promoter, and the Vendee has checked and satisfied himself/herself/themselves as to the area of the said Apartment/Unit, quality and extent of construction and items as per specifications in relation thereto and the Vendee has agreed not to raise any dispute at any time in future on this account.
- 2.5. That upon taking over actual vacant physical possession of the said Apartment/Unit the Vendee shall have no complaints or claims against the Promoter as to any kind of delayed possession penalty as per the Act, any item of work, quality of work, material, area/size of Apartment/Unit or on any other ground whatsoever.

### **3. REPRESENTATIONS BY THE PROMOTER/DEVELOPER/VENDOR:**

The Promoter hereby acknowledges, understand, undertakes, agrees, accepts, affirms and confirms that:

- 3.1. The Promoter has absolute, clear and marketable title with respect to the said Project Land; the requisite development rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the GHRE Project;
- 3.2. The Promoter has the right to execute this Sale Deed in respect of the said Apartment/Unit of the GHRE Project developed and constructed upon the Project Land and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendee created herein, may prejudicially be affected;
- 3.3. The Vendee shall have exclusive ownership of the said Apartment/Unit and is entitled to transfer and convey its right, title and interest in the said Apartment/Unit and that the same is free from all encumbrances.
- 3.4. The Promoter has not entered into any agreement for sale and/or sale deed or any other agreement/arrangement with any person or third - party with respect to the said

Apartment/Unit which will, in any manner, affect the rights of Vendee under this Sale Deed;

- 3.5. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Vendee in the manner contemplated in this Sale Deed;
- 3.6. The said Apartment/Unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the GHRE Project subject to the description mentioned in the deed of declaration submitted by the Promoter under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010. However, the Vendee shall not have any title or ownership of those Common Areas in any manner whatsoever notwithstanding that Common Areas have been considered for the purpose of calculation of the total carpet area of the said Apartment/Unit.

**4. REPRESENTATIONS BY THE VENDEE:**

The Vendee hereby acknowledges, understand, undertakes, agrees, accepts, affirms and confirms that:

- 4.1. The Vendee has agreed to bear all the expenses for complete execution of this Sale Deed including payment of cost such as stamp duty, registration fee and other expenses related to registration of the said Apartment/Unit etc., as per applicable law, rules, and regulations.
- 4.2. The SECOND PARTY/VENDEE has also satisfied himself/herself/ themselves as regard the various heads against which money have been charged and undertake not to raise any dispute or claim against the FIRST PARTY/VENDOR in respect thereof.
- 4.3. The up keeping and maintenance of the GHRE Project will be carried out by the Promoter and/or its nominated agency. The Allottee of respective apartment/unit within the GHRE Project shall be liable to pay maintenance charges where at present the amount of maintenance is Rs. \_\_\_\_/sq. ft. (Rupees \_\_\_\_ per Sq. ft only) per month per apartment/unit (GST Additional). These charges are tentative which is based on current costing and these shall be revised at the time of offer for possession and these charges shall be calculated on the Said Apartment/Unit only.
- 4.4. The up keeping and maintenance of the Ramprastha Greens Complex will be carried out by the Promoter and/or its nominated agency. The Allottee of respective apartment/unit within the GHRE Project shall be liable to pay external maintenance charges (If Applicable) with additional GST at the time of offer of possession.
- 4.5. In the event of any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply, such delay shall not be attributed to the Promoter and the same shall not affect the Vendee's liability to make the regular payment of the maintenance and other charges as agreed herein.

- 4.6. That it shall be necessary for Vendee to obtain a No Dues Certificate/NOC from the Promoter or RWA or AOA as the case may be in case of subsequent sale/transfer along with due incorporation of the particulars of the subsequent transferee(s) with the Promoter or RWA or AOA as the case may be, and the said NOC will be issued by the Promoter or RWA or AOA as the case may be, upon payment of applicable administrative charges and transfer charges + taxes as applicable at that time. Further, in case of any transfer charges are payable to GDA, same shall be paid directly by the Vendee.
- 4.7. That whenever the title of the said Apartment/Unit is transferred, in any manner whatsoever, it will be the responsibility of the Vendee to pay the outstanding maintenance, transfer NOC charges to the Promoter/RWA/AOA as applicable and other charges and obtain the No Dues Certificate relating to said Apartment/Unit from the Promoter and/or its nominated agency/RWA/AOA before effecting the transfer of the said Apartment/Unit, failing which the transferee occupying the said Apartment/Unit shall have to pay the outstanding dues.
- 4.8. The Vendee also understands that the membership fee of Club and the terms & conditions for use of any amenities within the GHRE Project shall be such as may be prescribed/decided by the Promoter or its nominated agency from time to time and same shall be paid in accordance with the rules as prescribed by the Promoter or its nominated agency. The Vendee shall also strictly follow all the rules and it is clearly specified herein that amenities within the GHRE Project means amenities developed by the Promoter particularly for the GHRE Project.
- 4.9. The Vendee understands and acknowledges that the Club facility, within the GHRE Project premises, shall be available for the use of residents of all the towers within the GHRE Project, subject to the payment of fees and the compliance with the terms & conditions as may be prescribed/decided by the Promoter and/or its nominated agency from time to time.
- 4.10. The Promoter shall make provision for electronic vehicle chargers within the GHRE Project in accordance with the prevailing Green Building norms. However, the acquisition and installation, of EV chargers, the operation and maintenance of the charging stations and points shall be the sole responsibility of the RWA/AOA and the residents of the GHRE Project.
- 4.11. The Vendee understand that they have availed Power Back-up facility, as opted by them at the time of booking, after making payment of Power Back-up Installation Charges. They have given their consent in writing that no request for power back- up facility shall be raised later on. The per unit charges of the power back-up (i.e. running cost of DG set) shall be subject to the prevailing rates of fuel at the time of offer of possession. **Note:** Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon. The electric / power back up load (s) will remain final, as

was opted at the time of booking subject to the guidelines issued by the concerned authority.

- 4.12.** The electricity infrastructure shall be provided for the capacity as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement (If Required),

**Note:** At the time of obtaining Completion Certificate/ Occupancy Certificate, Company/Developer will apply for electrical connection, at that time there may be the following two scenarios:

- i. **Single Point Connection:** In this case Promoter shall provide the infrastructure and meter to the Allottee(s). The proportionate security deposit with the concerned electricity/power authority will be deducted from the IBMS at the time of handing over the maintenance and common area of the project to the RWA/AoA.
- ii. **Multi point Connection:** In this case, Promoter shall provide the infrastructure for electricity in the Said Apartment/Unit and the Allottee(s) will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL. The cost of the meter, installation, and security deposit shall be borne by the Allottee(s) itself.

***Note:** The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 10000 KVA load only 6000 KVA capacity shall be installed.*

- 4.12.1.** That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the allottee(s) and its rate shall be decided at the time of offer for possession depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 60% diversity factor. For example, for 100 KVA load only 60 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees.

- 4.12.2.** The allottee understand that the Promoter reserves the right to raise/revise the rates for electric meter / power back up installation charges from time to time. The escalated rates, however, will not affect the load already booked. Any request for additional electric load/power back up shall be entertained provided it would be feasible for the Promoter and will be accepted on the payment of charges for the additional load at the prevailing rate only. Further that the rates for Electricity and Power Back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by them will be decided by the Promoter at the time of offer of Possession.



- 4.13.** The Promoter shall be responsible to provide and maintain essential services in the GHRE Project, either itself or through its nominated maintenance agency, till the taking over of the GHRE Project by the RWA/AOA upon the issuance of the completion certificate/occupancy certificate/deemed completion /deemed occupancy/part completion certificate or part occupancy certificate (as applicable). However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy/part completion certificate or part occupancy certificate (as applicable), the Promoter will be entitled to collect from the Vendee amount equal to the amount of maintenance disclosed as per builder buyer agreement also known as agreement for sale executed by the vendee + 10 % in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on. The Allottee(s) does hereby undertakes to separately pay monthly maintenance Charges apart from regular maintenance charges for the upkeep of Club facilities and amenities, the extent whereof shall be decided and communicated by the Promoter or its nominated agency at the time of offer of possession. The Maintenance Charges will be payable from the date of offer of possession. Further, The Interest Bearing Maintenance Security (IBMS) deposit is payable to the Promoter totalling to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and the Promoter will adjust interest at MCLR + 1% of SBI to the Allottee(s) in their monthly maintenance charges. Further the IBMS amount can also be used by the Promoter for the replacement of any capital equipment or for any capital expenditure. The balance amount of IBMS will be handed over to RWA/AOA at the time of handing over the maintenance and common area of the GHRE Project after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Promoter for electricity connection and any further work for the GHRE Project. Further any outstanding charges due from the Vendee on account of electricity maintenance or any other charges shall also be deducted from the total IBMS amount to be transferred to the RWA/AOA.
- 4.14.** The GHRE Project consists of multiple towers that will be constructed, with the acquisition of the relevant part completion certificate/part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, community building, gym, swimming pool, landscape, and other related facilities will only be handed over after the completion of all the towers. The Vendee and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
- 4.15.** The Vendee shall not have any exclusive right, title or interest in any area outside the GHRE Project, and the same shall be shared by the Vendee along with other occupants, as per the GHRE Project guidelines to be formulated by Promoter as provided herein and as per the Applicable Laws.
- 4.16.** The Vendee and/or the RWA/AOA shall not have the right to and are hereby expressly prohibited from altering, modifying or changing the name of the GHRE Project and/or

making any alterations, modifications, or changes to the exterior elevation of the GHRE Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the GHRE Project building and buildings/towers in the GHRE Project.

- 4.17.** That the Vendee shall not use the said Apartment/Unit, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any of the other apartment owners/allottee(s) in the GHRE Project, common passages, terraces or common areas and facilities of the GHRE Project. The Vendee shall not keep or store any chemical, combustible or hazardous goods not permissible by the Central or State Government in the said Apartment/Unit.
- 4.18.** That the Vendee shall use the said Apartment/Unit for residential purposes only. However, if the Vendee uses or permits to use of the said Apartment/Unit for any purpose contrary to the permissible use, then in that event, the Promoter and/or its Maintenance Agency/its other Agents and/or the RWA/AOA shall be entitled to take action in accordance with law and/or the policies of the Vendor/Company/Developer including any amendments thereto.
- 4.19.** That the Vendee shall keep the said Apartment/Unit, the walls and partitions, sewers, drains, pipes and appurtenance thereto in good condition so as to support, shelter and protect the parts of the GHRE Project, even other than the said Apartment/Unit and shall abide by all laws, guidelines, bye-laws, rules & regulations of the State Government, Central Government, Ghaziabad Development Authority, municipal authorities and/or any other authorities/local bodies and shall attend, answer and be responsible for all such deviations, violations or breaches of any such conditions or laws, bye-laws and/or rules and regulations.
- 4.20.** That the Vendee shall not do or permit anything to be done in or about the said Apartment/Unit which may tend to cause damage to any flooring or ceiling or any apartment over, below or adjacent to the said Apartment/Unit or in any manner interfere with the use thereof or of spaces, passages or amenities available for common use and shall not indulge in any type or encroachment/ construction or obstruction so as to hamper the right(s) of other flat owners/residents in the entire GHRE Project including roads, pavements, streetlights, sewage and water pipelines, central park, Lobbies, Roof etc. nor any such activities shall be allowed by the VENDOR or any successor Association or agency as the case may be The Vendee hereby indemnifies the Promoter against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible.
- 4.21.** That the Vendee shall not change or cause to be changed any structure of the said Apartment/Unit or any portion thereof and shall also not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Promoter shall be entitled to remove the offending structure/nuisance at the cost of the Vendee and claim all costs on this account from the Vendee.

- 4.22.** That the Vendee shall not remove any common walls of the said Apartment/Unit including the load bearing walls and the partition walls/ structures common between the Vendee and the adjacent apartment holders. As there are hidden RCC Columns & RCC Shear Wall supporting whole structure, so no change is allowed.
- 4.23.** That the Vendee, either directly or through the RWA/AOA, shall not raise any objection and shall not make any claim against Promoter or its nominees, lessee, licensee etc. if any part of the top roof/terrace on/above the top floor of any of the GHRE Project buildings is given on lease or hire by the Promoter or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes which does not form a part of the Apartment/Unit area paid for by the Vendee, in the said GHRE Project.
- 4.24.** That it has been agreed between the Promoter and the Vendee that save and except in respect of the Apartment/Unit hereby acquired by him/her, the Vendee has no right, title, interest & claim of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, stair case, corridor etc. The common areas, parks and roads shall remain undivided and neither the Vendee nor any other person shall take any action for partition or division of any part thereof and any covenant to the contrary shall be void.
- 4.25.** That the parapet walls, ground floor, community building, basements, swimming pool and other space, under ground floor, and all unsold apartments, unsold parking shall continue to be property of the Promoter and who shall be entitled to use or deal with for any purpose whatsoever. Vendee or any other apartment owner or RWA/AOA will not be allowed for any type of encroachment/construction or claim on the above said area of the GHRE Project including roads and lobbies.
- 4.26.** No parking of car/vehicle is allowed inside the said GHRE Project complex except those apartment/unit owners, who have been allotted a car parking space. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Vendee, no other place will be provided/allowed for the same. The Promoter also reserves its right to allot the un-allotted car parking spaces in future after handing over the maintenance of the GHRE Project to the RWA/AOA. Any RWA/AOA or other owners of the apartments/units etc. shall not have any right over the un-allotted car parking spaces.
- 4.27.** That the VENDEE(S) shall be entitled for use of right of allotted car parking, if any, and avoid random parking of his/ her/ their vehicle and use only the earmarked area in the parking bay. The visitors of the VENDEE(S) shall park their vehicles outside the complex without disturbing the Main Entry Gates at their own risk, costs and consequences. It is agreed that in case the vendee has not reserved the car parking space at the time of booking his respective flat, in the case of non-availability of parking space in future, he shall not have claim of any nature against the VENDOR for car parking space. The VENDEE shall

park his cars/ vehicle outside the complex without in any manner obstructing the Gates of the complex, at their own cost and risk.

- 4.28.** The Vendee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in the said Apartment/Unit and/or duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the said Apartment/Unit or any other apartment/unit and shall support the Promoter and/or its nominees/staff to carry out any repair activities, as may be required. In case the Vendee fails to provide its support and/or causes any objections and hindrances to such activities, the Promoter shall be entitled to stop the maintenance services and facilities.
- 4.29.** The Vendee agrees that he/she/they will bear the cost & expenses for repairing any damages in the toilets/bathrooms/any other part of any other apartment/unit caused due to his/her negligence or wilful act of not repairing the said Apartment/Unit . The Vendee will be liable and responsible for any damage to any equipment in the GHRE Project i.e. lift, fire-fighting equipment, motor panels, water pumps or any other infrastructure in the common area which occurs due to his/her/their negligence malfunctioning or wilful act.
- 4.30.** The said Apartment/Unit along with its fitting and fixtures along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake, or risk of any nature etc. and the Promoter after handing over the possession of the said Apartment shall in no way be responsible for safety, stability etc. of the structure except to the extent as stipulated in the Builder Buyers Agreement (Agreement for Sale) . All charges towards insurance will be paid by the Vendee either by him individually or through society/ association collectively if so formed. Further the VENDEE shall, at all times, keep the VENDOR or any third party, indemnified against any loss which the VENDOR or any third party may sustain or bear due to rash or negligent act of the VENDEE.
- 4.31.** That as Per Section 14 (2) of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, after obtaining the completion certificate/part completion certificate/occupancy certificate/part occupancy certificate/deemed completion/deemed occupation of the GHRE Project, the formation of RWA/AOA shall be the joint responsibility of the Promoter and the residents/apartment owners of the GHRE Project, The Promoter shall get the RWA/AOA registered when such number of apartments/dwelling units have been handed over to the owners which is necessary to form an association or 60% of apartments, whichever is more, by way of sale, transfer or possession. In the compliances of the above, if the residents/owners of apartments in the GHRE Project including owners of convenient shops/unit of the GHRE Project fail to form the RWA/AOA then Promoter/nominated maintenance agency can withdraw the maintenance services of the GHRE Project. Only common services related to residential part shall be transferred to the RWA/AOA and unsold apartments/dwelling units, unsold convenient shops, unsold parking and independent areas of limited common use shall not be handed over to the RWA/AOA and will be owned solely by the Promoter and may be

sold to any persons as the case may be on any terms as the Promoter would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.

- 4.32.** The Vendee and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the GHRE Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the GHRE Project and/or the building/towers in the GHRE Project. Further, the Vendee and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the GHRE Project.
- 4.33.** The Vendee shall also have undivided proportionate share in the Common Areas. 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. It is clarified that the Promoter shall hand over the common area to the RWA/AOA, pursuant to its formation.
- 4.34.** The Vendee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 1934 and rules and regulations made there under or any statutory amendment(s) modification(s) made thereof and all other Applicable Laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Sale Deed. Any refund, transfer of security, if provided in terms of this Sale Deed shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other Applicable Law. The Vendee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.35.** The Vendee declares, agrees and confirms that the monies paid/payable by him towards the acquisition of the said Apartment/Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations). The Vendee further declares and authorizes the Promoter to give its personal information to any statutory authority as may be required from time to time.
- 4.36.** The Vendee further affirm that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within the

knowledge of the Vendee. The Vendee further agrees and confirms that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall, at its sole discretion, be entitled to cancel/terminate/reject this Sale Deed, pursuant to which, the Vendee shall not have any right, title or interest in any GHRE project and/or the said Apartment/Unit neither have any claim/demand against the Promoter, which the Vendee hereby unequivocally agrees and confirms.

- 4.37.** The Promoter accepts no responsibility in regard to the matters specified in the sub-clause (4.32), (4.33) and (4.34) above. The Vendee shall keep the Promoter fully indemnified and harmless in this regard.
- 4.38. Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the GHRE Project, shall be 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 service rooms, fire-fighting 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 Promoter/maintenance agency and the RWA/AOA formed by the Vendee after handover, for rendering maintenance services.
- 4.39.** The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the RWA/AOA and/or maintenance agency appointed by RWA/AOA. The Vendee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 4.40.** That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been paid by the Vendee and the Vendee will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the said Apartment/Unit for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority along with consequent penalties and deficiencies and interest as may be levied/imposed in respect of the said Apartment/Unit conveyed by this Sale Deed shall be paid by the Vendee exclusively and the Promoter shall not be liable and responsible to pay the same.

## **5. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Sale Deed with the full knowledge of all laws, rules, regulations, notifications applicable to the GHRE Project.

## **6. ENTIRE AGREEMENT:**

This Sale Deed, together with its accompanying schedules, represents the comprehensive agreement between the involved Parties pertaining to the subject matter herein. It is to be construed in conjunction with the terms and conditions outlined in the Builder Buyers

Agreement (Agreement for Sale) including the Booking Application Form and Allotment Letter. However, in the event of any inconsistency between the provisions of this Sale Deed and/or the provisions of the Builder Buyers Agreement (Agreement for Sale), Application form, Allotment Letter or any other agreement, correspondences, or arrangements—whether written or oral—existing between the Parties regarding the aforementioned Apartment/Unit, the provisions of the Sale Deed shall take precedence.

**7. PROVISIONS OF THIS SALE DEED APPLICABLE ON VENDEE / SUBSEQUENT TRANSFEREES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment/Unit and the GHRE Project shall equally be applicable to and enforceable against and by any subsequent Vendee of the said Apartment/Unit, in case of a transfer, as the said obligations go along with the said Apartment/Unit for all intents and purposes.

**8. SEVERABILITY:**

If any provision of this Agreement 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 Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**9. NOTICES:**

- 9.1.** Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or by sending the same by courier or by email or by whatsapp or by fax addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

<b>VENDEE(S)</b>	<b>PROMOTER</b>
Name: Mr./Mrs./Ms. [•]	Name: [•]
Address: [•]	Address: [•]
E-mail: [•]	Authorized Representative: [•]
Mob: [•]	E-mail: [•]
	Mob: [•]

**10. DISPUTE RESOLUTION:**



- 10.1.** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through arbitration.

**11. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Sale Deed shall be construed and Enforced in accordance with the laws of India for the time being in force. 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.

**IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Sale Deed at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.**