

**Sale Consideration: Rs. [•]
Stamp Duty Paid: Rs. [•]**

SALE DEED

This Sale Deed ("**Deed**") is signed and executed at Ghaziabad on this [•] day of _____, ____;

BY

AAPL PROJECTS PRIVATE LIMITED (CIN U68100DL2024PTC434599& PAN ABBCA1043N), a company incorporated under the provisions of the Companies Act, 1956 / 2013, as the case may be, having its registered office at 15, G / F, New Rajdhani Enclave, Delhi - 110092, represented by its authorized signatory Mr. / Ms. _____ (Aadhar No. _____) authorized vide Authority Letter dated _____ (hereinafter referred to as the "**Vendor**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

IN FAVOUR OF

[If the Vendee is an Individual]

Mr. / Ms. [•], (Aadhar no. [•]) son / daughter of [•], aged about [•], residing at [•], (PAN [•]), hereinafter called the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns)

[OR]

[If the Vendee is a company]

[•], (CIN No. [•]) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at [•], (PAN [•]), represented by its signatory, [•], authorized (Aadhar No. [•]) duly authorized vide board resolution dated [•], hereinafter referred to as the "**Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

[OR]

[If the Vendee is a Partnership]

[•], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [•], (PAN [•]), represented by its authorized partner, [•], (Aadhar No. [•]) authorized vide [•], hereinafter referred to as the "**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 their assigns)

[OR]

[If the Vendee is a HUF]

Mr.[•], (Aadhar no. [•]) son of [•]aged about [•] for self and as the Karta of the Hindu Joint Mitakshara Family known as [•]HUF, having its place of business / residence at [•], (PAN [•]), hereinafter referred to as the “**Vendee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns)

of the **OTHER PART**.

The Vendor and the Vendee shall hereinafter be individually referred to as the “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. Vide Sale Deed dated July 26, 2024 registered in the office of Sub-Registrar : Sadar First, Ghaziabad in Book No. 1, Volume 21255, at pages 285 to 328 at Serial No. 9250, the Vendor became the absolute and lawful owner of a land parcel admeasuring 22,576.63 square meters comprised in Khasra Nos. 1827, 1828, 1829, 1836 / 1, 1836 / 2, 1837, 1838, 1839 / 1, 1839 / 2, 1839 / 3, 1840, 1841M, 1842M, 1869, 1870MB, 1913, 1914, 1926M, situated at Sector 5, Plot No. GH-04, Aditya World City, Shahpur Bamhetta, Pargana Dasna, Tehsil & District Ghaziabad, Uttar Pradesh (“**Project Land**”).
- B. The Project Land is earmarked for the development of a residential project known as “**The Kutumb**”comprising multi-storeyed apartment buildings and commercial units (hereinafter referred to as “**Project**”), on the Project Land.
- C. The Vendor obtained necessary permissions and approvals from the concerned authorities for the development and construction of the said Project upon the Project Land including approval of the layout plan, building plans and registration of the Project with the Uttar Pradesh Real Estate Regulatory Authority, Lucknowunder registration no. [•].
- D. The Vendee, being interested in purchasing a residential unit / apartment in the said Project, and having thoroughly examined, inspected and verified all the information and specifications related to the Project, made an application vide application dated [•] before the Vendor seeking an allotment of a residential unit / apartment in the Project.
- E. Basis the representations, warranties and assurances of the Vendee, the Vendor executed an agreement for sale dated [•] with the Vendee, thereby agreeing the manner in which the Vendor shall sell / transfer / convey to the Vendee and the Vendee shall purchase from the Vendor – the residential unit / apartment bearingNo.[•]having carpet area (as defined under the Real Estate (Regulation and Development) Act, 2016) of[•]square meters ([•]square feet), balcony area of [•] square meters ([•] square feet) and open verandah area of [•] square meters ([•] square feet)type[•]on the [•]floor in [tower / block / building] no. [•](“**Building**”) along with [•] nos. of covered parking bearing no.[•]in the[•](location) along with pro rata share in the common areas (“**Common Areas**”) as permissible under applicable law and specifically read with deed of

declaration submitted before the concerned authority (hereinafter referred to as the “**Apartment**”, as per Map Attached).

- F. The Vendor has completed the construction and development of the said Apartment / Project and has obtained the Completion / Partial Completion Certificate from the Ghaziabad Development Authority vide Memo No. [•] dated [•].
- G. The Vendee has duly examined and inspected the Apartment, Common Areas, Limited Common Areas and Facilities and Independent Areas and Other Areas, if any of the Project, and upon being completely satisfied with all the aspects related to the Apartment and other aspects related to the said Apartment and has agreed to execute the present Sale Deed.
- H. The Vendee has now approached the Vendor to execute this Deed in respect of the sale / transfer / conveyance of the ownership rights, title and interest of the said Apartment in their favour on terms mutually agreed and recorded hereinafter.
- I. The Vendor, having full and absolute possession of the Apartment and otherwise being well and sufficiently entitled to sell the Apartment free from any encumbrances, liens or charges whatsoever has agreed to sell / transfer / convey the said Apartment to the Vendee.
- J. The Vendor, relying on the confirmations, representations and assurances of the Vendee to abide by all the terms, conditions and stipulations imposed by statutory authorities in respect of the Project and the said Apartment, has agreed to sell / transfer / convey and the Vendee has agreed to acquire and possess the said Apartment together with all rights, titles and interests thereto on the mutually agreed terms and conditions mentioned herein, for a sale consideration of **Rs.** [•] (hereinafter referred to as the “Sale Consideration”).
- K. The Vendee acknowledges that the Vendor has readily provided all the information, clarifications, etc. as required by the Vendee and that the Vendee has relied solely on their own judgment and investigation while deciding to purchase the said Apartment and execute this Deed. There is no other oral or written representation or statement, made either by the Vendor or any person claiming under them, shall be considered to be part of this Deed.

NOW, THEREFORE, THIS CONVEYANCE DEED WITNESSES AS FOLLOWS:

- 1. That in pursuance of the aforesaid Agreement for Sale dated [•] and for a total sale consideration of Rs. [•] (Rupees [•]) paid by the Vendee to the Vendor, the receipt of which is hereby acknowledged by the Vendor, the Vendor hereby sells, transfers, conveys and assigns by way of sale unto the Vendee the entire rights, title, interest in the said residential unit / apartment bearing No. [•] having carpet area of [•] square meters ([•] square feet), balcony area of [•] square meters ([•] square feet) and open verandah area of [•] square meters ([•] square feet), type [•] on the [•] floor in the Building No. [•] along with [•] nos. of covered parking bearing no. [•] in the [•] along with pro rata share in the Common Areas (defined above as the “**Apartment**”), with all rights, liberties, privileges, easements necessary for the enjoyment of the said Apartment absolutely and forever in favour of the Vendee subject to the terms and conditions set herein forth and permitted and laid down by the authorities on this behalf. The percentage of the undivided interest / share in the Common Areas of the Project and attributable to the Apartments shall be as per the deed of declaration of the Project and the same shall not be separated from the Apartment and shall be

deemed to be conveyed with the Apartment.

2. That the Sale Consideration has been paid by the Vendee to the Vendor in the following manner, the receipt of which the Vendor hereby admits and acknowledges:

Sl. No.	PaymentIn Favour of	Date of Payment	Mode of Payment (RTGS/Cheque No./Etc.)	Amount (INR)
1.	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]
3.	[•]	[•]	[•]	[•]

3. That, the Vendee further agrees to pay any additional sum / charges which may be levied by any government or local body for the provision of any services for the Apartment. In case of revision / increment including those of EDC & IDC, the same shall be payable by the Vendee on demand by the Vendor. If such charges are increased (including with retrospective effect) and the same becomes due and payable, the Vendee shall pay the same and such charges, shall be treated as unpaid Sale Consideration of the said Apartment. The Vendee agrees that in case of increase in EDC / IDC charges, whether prospective or retrospective, the same shall, including interest thereon, be borne by the Vendee in proportion of the carpet area of the said Apartment to the entire carpet area of all the apartments in the Project Land.
4. That the actual physical vacant possession of the said Apartment has been handed over by the Vendor to the complete satisfaction of the Vendee and the Vendee has taken over the same to their complete satisfaction in respect of its location, dimensions, specifications, amenities, facilities, design, quality of construction, commitment, price, penalty, delay in possession, interest, discount etc. and there is no issue whatsoever in this regard in terms of the agreement. The Vendee hereby confirms that they have inspected the said Apartment and found the same in good and satisfactory order and the Vendee is fully satisfied with the specifications of the said Apartment, Project, facilities and amenities. The Vendee has been left with no demand, claim, dispute or objection whatsoever in this regard against the Vendor.
5. That all the taxes, charges, levies whether levied or leviable in respect to the said Apartment from the date of execution of this Deed or due date of possession as per letter of offer of possession of the said Apartment, whichever is earlier, shall be payable by the Vendee alone and the Vendor shall have no obligation qua the same.
6. That the Vendee has confirmed to the Vendor that the Vendee is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project in general and the said Apartment in particular and the Vendee agrees and undertakes to abide by all such laws, bye-laws, rules, regulations, notifications etc. as may be made by the government / local authority / agencies relating to the Project and the said Apartment.
7. That the said Apartment transferred / sold under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Vendee shall indemnify and keep indemnified the Vendor from and against all demands, claims or losses that may be suffered by the Vendor due to breach of any of the terms of this Deed by the Vendee.
8. That, from time to time even after the execution of the Deed, the requirements, requisitions,

demands and repairs which are required by any authority viz. municipal authority or any other government / competent authorities in respect of the said Apartment and / or construction over the said Apartment, shall be if carried out by the Vendor (or its nominee), the same shall be carried out at the cost and expense of the Vendee. The Vendee shall keep the Vendor indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

9. That, the Vendee shall not carry out fragmentation, sub-division, or partition of the said Apartment or the Common Areas in any manner whatsoever, under any circumstances unless so permitted by rules, or law laid down by the authorities, failing which the Vendee shall be solely and exclusively liable for all consequences arising therefrom.
10. That the Vendee agrees to enter / or has entered into a maintenance agreement (hereinafter referred to as the **“Maintenance Agreement”**) with a maintenance agency or any other body corporate, firm, association or society of apartment owners of the Project (hereinafter referred to as the **“Maintenance Agency”**) as may be appointed / appointed by the Vendor or the association of apartment owners for the maintenance and upkeep of the Common Areas of the Project. The Vendee undertakes to pay on *prorata* basis the maintenance charges with effect from the date of offer of possession, irrespective of whether the Vendee is in occupation of the said Apartment or not and to deposit Interest Free Maintenance Security Deposit (hereinafter referred to as the **“IFMSD”**) with the Maintenance Agency.
11. The Maintenance Agency appointed by the Vendor shall maintain and upkeep the Common Areas of the Project until the same is transferred / assigned to the association or society of the apartment owners of the Project.
12. The Vendee agrees to contribute to maintain a replacement / sinking fund from the date of the offer of possession of the Apartment by the Vendor / Maintenance Agency. As and when any plant, machinery and equipment installed in the Project requires major repairs, replacement, upgradation, additions etc., the cost thereof shall in the first instance be met from out of the said replacement / sinking fund. Any shortfall shall be paid and contributed by all the apartment owners in the Project on *prorata* basis (i.e., in proportion to the carpet area of their respective apartments to the aggregate of carpet areas of all the apartments in the Project. The Vendor or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Vendee agrees to abide by the same.
13. That the Vendee agrees to enter / or has entered into an Electricity & Power Back up Supply Agreement (hereinafter referred to as the **“Electricity Agreement”**) with a Nominated Agency or any other body corporate, firm, (hereinafter referred to as the **“Electricity & Power Back Up Providing Agency / Entity / Company”**) as may be appointed / appointed by the Vendor.
14. That the Vendee also undertakes to pay regularly on demand all the charges including taxes, levies and other demands of the government whether levied and leviable in future in proportion to the carpet area of the said Apartment allotted to him / her if the said Apartment is not separately assessed. In the event of any increase in such charges whether prospective or retrospective, these charges shall be treated as unpaid sale consideration of the Apartment and the Vendor shall have a lien on the said Apartment of the Vendee for recovery of such charges.

15. The Vendee doth hereby agrees and confirms that the Vendee shall not create any blockages, elevations or constructions in the Common Areas and shall indemnify the Vendor for any losses and damages to the Vendor for any of its acts of omission or commissions in this regard.
16. That the Vendee shall have the right to the use the Common Areas / Facilities / Amenities of the Project subject to timely payment of maintenance charges. If the maintenance charges are not paid by the Vendee regularly on or before its due date, then the Vendee may not have the right to use the Common Areas / Facilities / Amenities and the Maintenance Agency shall be entitled to put restrictions on the use of the Common Areas / Facilities / Amenities on the Vendee.
17. That the Vendee shall not use or allow to use the said Apartment for any purpose other than residential purposes as permitted by the competent authorities, or in any manner that may cause nuisance or annoyance to occupants of the other apartments in the Project or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any apartment adjacent to the said Apartment or anywhere in the Project. The Vendee hereby agrees and undertakes to indemnify the Vendor against any penal action, damages or loss due to misuse for which the Vendee or any person claiming under them shall be solely responsible for the same.
18. The Vendee hereby agrees and undertakes not to carry out any construction work or encroachment in the vacant area, Common Areas & Facilities, Limited Common Areas & Facilities and Independent Areas. The Vendee further undertakes, assures and guarantees that they will not put any signboard / nameplate, antenna and / or other telecommunication or other communication equipment, neon light, publicity material or advertisement material etc. anywhere on the exterior of the Apartment or Project, buildings therein or Common Areas. Further, the Vendee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Project. The Vendee shall ensure that they will not create any hindrance by way of locking, blocking, parking, or any other manner in the right of passage or access or Common Areas which otherwise are available for free access. It is clarified that the Project's amenities, other than those declared as independent areas, paid facilities and limited common areas and facilities in the project as mentioned in the deed of declaration and/or mentioned in the agreement for sale, shall be available for use and enjoyment of the Allottees of the Project. The Vendor will be entitled to use independent areas, paid facilities and limited common areas and facilities in the project, as per its own discretion. The Vendor/its nominated entity may allow Vendee to use the independent areas, paid facilities and limited common areas and facilities in the project subject to terms and conditions imposed/directed by the Vendor/its nominated entity including usage charges.
19. That the Vendee shall have the exclusive ownership right only in respect of the said Apartment and shall have only proportionate indivisible rights in the Common Areas, developed and / or to be developed by the Vendor (in the manner stated under clause 1 above). The Vendee or any other person(s) claiming through the Vendee shall not be entitled to bring any action for partition or division of the Common Areas, or any part thereof. The Vendee doth hereby agrees and confirms that the Vendee shall not create any blockages, elevations or constructions in the Common Areas and shall indemnify the Vendor for any losses and damages to the Vendor for any of its acts of omission or commissions in this regard.

20. That the Vendee further agrees and undertakes that the Vendee shall not, at any time have any right to object to the Vendor or any nominee or successor of the Vendor constructing or continuing with the development of the Project Land and if already constructed to raise additional construction / development anywhere in the Project Land as per sanctioned plans. The Vendor shall be fully entitled to construct the remaining part of the Project Land as per the sanctioned plans or revisions thereof and the Vendor shall be entitled to obtain revision of sanctioned plans for the balance part of the Project Land in accordance with rules and regulations of the competent authorities. The Vendee agrees that under any circumstances, the Vendee shall not stop or take any steps to stop such construction on the grounds of nuisance, disturbance or for other reasons of any nature whatsoever or demand any compensation or make any objection / claim.
21. The Vendee hereby agrees and acknowledges that the Vendor owns the Project Land and may undertake additional development of the Project Land (or any part thereof) in a commercially viable manner by way of sale / merger / de-merger or otherwise (as may be decided at their discretion). The Vendee hereby agrees and undertakes that it shall not raise any objection or dispute at any time in this regard. The Vendee hereby agrees to provide their consent for the said restructuring (if required by applicable law) and to execute appropriate documents in this regard at the request of the Vendor and its associates. However, the rights of the Vendee in the Apartment or the Project shall not be prejudiced due to such restructuring.
22. The Vendee understands that the Vendor may carry out additional development on the Project Land if the FAR of the Project Land is increased by the competent authority beyond the current applicable FAR. The Vendee understands that the Vendor shall have the exclusive right and ownership of the additional FAR. The Vendor shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing buildings on any part of the Project Land and revise the layout and / or building plans as per the approvals granted by the competent authority and as per the applicable laws. The Vendee has understood the foregoing and grants their consent to the Vendor in relation thereto, without any demur or dispute.
23. The Vendee hereby gives their irrevocable consent to the Vendor to adopt, at their sole discretion, the prepaid services under single point / bulk supply of electricity to the Project. If the prepaid mode of availing the service is adopted, the prepaid meters will be installed, which will facilitate use of electricity after advance payment only. In this regard, The Vendee herein undertakes to pay on demand to the Vendor / Maintenance Agency / distribution company, the charges / bills as determined by them towards electricity, power back up and water at the said Apartment and common area maintenance charges through prepaid meters. The Vendee further undertakes that it shall not default in payment of the bills, charges etc. of electricity charges, power back up, water charges and common area maintenance charges, as demanded by the Vendor / Maintenance Agency / distribution company from the due date of possession or actual possession of the said Apartment, whichever is earlier.
24. That the Vendor or its nominated agency, if obtains the permission to receive the bulk electric supply, it shall onward supply the electricity to the Vendee and the Vendee agrees to take the electric supply from the Vendor / Maintenance Agency. The Vendee herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Vendor / Maintenance Agency / electricity power distribution company, all deposits, securities and charges, as determined by the Vendor / Maintenance Agency / electricity power distribution company. The Vendee agrees to enter into and execute the power supply agreement and / or all or any other

documents, as may be required for this purpose. The Vendee further undertakes that it shall not default in payment of the bills, charges, meter rentals etc. of electricity consumption charges and other charges, as demanded by the Vendor / Maintenance Agency / electricity power distribution company.

25. If due to any conversion of electricity system from single point / bulk electricity supply to multi point supply due to direction, rules and regulations of the Government / Court / Act etc., the same shall be carried out by the RWA / AOA / Promoter / its nominated agency after recovery of cost to be incurred for such conversion from the Vendee in proportion to the contracted load allotted to each individual allottee. If such conversion happens, the Promoter / its nominated agency will not be liable to refund any amount received from the allottee for providing electricity infrastructure and connection out of single point / bulk supply electricity connection.
26. The Vendee agrees that power back-up for the installed electrical load for the Apartment shall be made available subject to timely payment of maintenance charges by the Vendee. The Vendee shall not be entitled to claim any damage / loss whether direct or consequential from the Vendor / Maintenance Agency / electricity power distribution company or any entity providing the electricity / power back-up in the event of low voltage, low frequency, inconsistent, erratic, or non-availability of such electricity / power back-up or any failure due to any reason beyond the control of the Vendor and / or the Maintenance Agency / electricity power distribution company / any other entity providing the electricity / power back-up. The provision for the power back-up shall be done through DG Sets, capacity for which shall be decided by the Vendor considering a suitable diversity and load factor and shall be subject to the applicable laws. The Vendee shall make use of energy efficient light fixtures and fittings.
27. The structure of the Building / Project shall be insured by the association of allottees or Maintenance Agency (on behalf of the association), against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Vendee as and when demanded by the association of allottees / Maintenance Agency, as the case may be. The Vendee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Vendee shall be solely responsible and liable. However, insurance, if any, of any items / things / articles inside the Apartment and third-party risk shall be solely at the risk and cost of the Vendee.
28. That the Vendee hereby agrees that they shall abide by the terms and conditions of this Deed and applicable laws and should there be any contravention or non-compliance of the provision of this Deed, the Vendee shall be solely liable for the same. If any loss is caused due to any acts of the Vendee to the Vendor / their nominee, the Vendee undertakes to keep the Vendor, their officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Vendee of any of the terms and conditions of this Deed or any law for the time being in force at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses etc. The Vendee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commissions and omissions on their part, representatives and / or any other person claiming under / through him / her.
29. That, the name of the Project i.e. "The Kutumb" shall not be changed under any circumstances by the Vendee. The Vendee agrees to use the word, "The Kutumb" in all references for the address

of the Apartment.

30. The Vendor shall not be responsible for any defect or damage caused to the said Apartment by any act of providence, insurrection, civil riot, third party or delay in taking possession by the Vendee or occupants of other apartments.
31. The Vendee shall strictly comply with the rules, regulations, conditions and restrictions set forth in the Deed and byelaws as framed by the Vendor from time to time. The Vendee shall not be entitled to exempt their future transferees from the liability for their contribution towards maintenance, electricity, power back up, sinking fund, IFMS and other charges, as they have already agreed to pay the same by executing a Maintenance Agreement and Electricity Agreement and all such charges, if remain unpaid shall constitute a charge on the Apartment of the Vendee.
32. In case, the Vendee sells / transfers the said Apartment to any third party, the Vendee shall be under an obligation to undertake such transfer strictly on the same terms and conditions as contained in this Deed and further get the said Apartment mutated in favour of the transferee / third Party in the records of the Vendor, Maintenance Agency and Electricity / Power Back Up Providing Agency. Upon such sale / transfer, the new owner(s) of the said Apartment shall be governed by and be obligated towards all the terms, conditions and obligations of this Deed.
33. The Vendee shall ensure that before the transfer of the said Apartment, the Vendee shall clear all its dues in respect of the Apartment towards the Maintenance Agency and Electricity / Power Back Up Providing Agency and obtain a no objection certificate from the Maintenance Agency and the Electricity / Power Back Up Providing Agency to this effect. All the provisions of this Deed and all agreements executed between the Vendor / Nominated Agency and the Vendee will be binding and applicable upon the transferee / subsequent vendee / new owner also without any demur and objection however, if the Vendor / Nominated Agency require the transferee / subsequent vendee / new owner to execute fresh agreement / s, the transferee / subsequent vendee / new owner shall be obligated to execute a fresh maintenance agreement and Electricity & Power Back Up Agreement with the Vendor / Maintenance Agency / Electricity / Power Back Up Providing Agency. The transferee / new owner and the Vendee shall be jointly and severally liable for all unpaid assessments of their share of the common expenses.
34. All costs of stamp duty, registration fee and other miscellaneous / incidental expenses including documentation charges and legal fees and charges for execution and registration of the Deed shall be borne and paid by the Vendee. If any other charges become payable under law or demanded by any concerned authority, then the same shall be paid and borne by the Vendee only. If the Vendor incurs any expenditure towards registration of the Apartment, the same shall be immediately reimbursed by the Vendee to the Vendor.
35. The Vendor and the Vendee hereby specifically admit, agree, consent and declare that, if any of the covenants mentioned in any of the previous documents executed between the Vendor and the Vendee and this Sale Deed are repugnant or inconsistent to each other, the provisions contained in this Sale Deed will prevail, binding and applicable upon the Vendor and the Vendee as the Sale Deed is the conclusive document in respect of Sale of the Said Apartment.
36. Any references in this Deed to any one gender, masculine, feminine or neuter, includes the other

two and the singular includes the plural and vice versa, unless the context otherwise requires.

37. This Deed shall be governed by the laws of India and the courts of Uttar Pradesh shall have exclusive jurisdiction to entertain and adjudicate any dispute arising between the Parties under this Deed.
38. That this Deed constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof. The preamble, recitals and schedules to this Deed shall form an integral part of the covenants and terms of this Deed.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED AND EXECUTED THIS SALE DEED ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

For & on behalf of Vendor	By the Vendee:
_____ Authorized Signatory Name: [•]	_____ Name: [•]

WITNESSES:	
1. Signature: Name: Address:	2. Signature: Name: Address:

FLOORPLAN / MAP OF THE APARTMENT