

DRAFT PROFORMA OF SALE DEED-MONTAGE

BRIEF PARTICULARS OF DOCUMENT

Nature of Property : Residential

V-Code No. :

Village/District : Dundahera, Ghaziabad

Description of Property : ____ th Floor (____)
GH-03, Sector-11, Dundahera, Ghaziabad

Area of Property : Super Area : ____ Sq.Mtr.
Built Up Area : ____ Sq.Mtr.

Status of Road :

Status of Parking : ONE Covered Car Parking

Sale Consideration : ____ (Rupees ____ only)

Govt. Circle Rate : ____ P.S.M. (Basic Cost)

Facilities in Building : Car Parking, Power Back-up, Security Guard, Community Centre,
Swimming Pool, Gym & Lift.

Floor Rebate : ____ % Rebate for ____ Floor to ____ Floor and ____ % Rebate for ____ to
Above Floor in Basic Cost for Stamp Duty Purpose.

____ % increase for above mentioned Common Facilities according to
Govt. Circle Rate List.

Rain Water Harvesting : Yes (So ____ % Rebate in above mentioned Basic Cost.)

For MAHAGUN (INDIA) PVT. LTD.

Rajjan
Director

BOUNDARY OF PLOT:-

EAST :

WEST :

NORTH :

SOUTH:

DETAILS OF VENDOR**MAHAGUN INDIA PVT.LTD.**Zonal office: The Coentium, Office No. 44, 4th Floor, Tower-B, Plot No. A/41, Sector-62, NOIDARegistered Office : B-66, 1st Floor, VivekVihar, Delhi-110095

PAN No. AAACM6572A

Through its Authorized Signatory

MR. AMIT MEHRA S/o SHRI ARUN MEHRA

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

Occupation: Service

DETAILS OF VENDEE

MR. _____ SON OF MR. _____

R/o _____

Occupation:

PAN:

MRS. _____ WIFE OF MR. _____

R/o _____

Occupation:

PAN:

SALE DEED

SALE DEED FOR _____ (Rupees _____ only)

STAMP DUTY PAID on _____

Stamp Duty Payable as per rule set Vide order No. _____ Lucknow dated _____

STAMP DUTY PAID _____

DETAILS OF PROPERTY

RESIDENTIAL FLAT NO. _____, Floor _____th, Block _____, Type _____ in MAHAGUN MONTAGE on plot No.GH-03, Sector-11, Dundahera, Ghaziabad (U.P.). The land of plot is not of Gram Sabha and Khasra number does not come under prohibited numbers by D.M. Ghaziabad.

Valuation of the said flat as under as per circle rate.

Govt. Circle Rate : _____ P.S.M. (Basic Cost)

Facilities in Building : Car Parking, Power Back-up, Security Guard, Community Centre, Swimming Pool, Gym & Lift.

Floor Rebate : _____% Rebate for _____ Floor to _____ Floor and _____% Rebate for _____ to Above Floor in Basic Cost for Stamp Duty Purpose.

_____ % increase for above mentioned Common Facilities according to Govt. Circle Rate List.

Rain Water Harvesting : Yes (So _____% Rebate in above mentioned Basic Cost.)

THIS DEED OF SALE is executed at Ghaziabad on this _____ day _____ of 2017 by M/s Mahagun India Pvt. Ltd.(PAN No. AAACM6572A) a Company incorporated under the provisions of Companies Act,1956 having its registered office at B-66 (1st Floor), VivekVihar, Delhi, being a

constituent of M/s Crossings Infrastructure Pvt. Ltd. (Lead Party) having its Registered office at Unit No. 102, First Floor, V-4 Tower, Plot No. 14, Community Center, Karkardooma, Delhi-110092 as registered Private Developer and having license from Ghaziabad Development Authority, acting through its Authorized Signatory MR. _____ S/o SHRI _____ R/o A-19, Sector-63, Noida vide Resolution dated _____ passed by the Board of Directors hereinafter referred to as the "Vendor" (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns) in Favour of Mr. _____ SON OF _____ R/o _____ hereinafter called the Vendee (which expression unless repugnant to the extent, context or law, shall mean & include his/her/their legal heirs, successors, executors administrators, legal representatives and assigns) OF THE OTHER PART.

WHEREAS M/s Crossings Infrastructure Private Limited (hereinafter referred to as the "Lead Party"), a Consortium was formed by registered Agreements, consisting various companies inter-alia Crossings Real Estate Pvt. Ltd., Panchsheel Promoters Ltd., Paramount Residency Pvt. Ltd. now known as Paramount Propbuild Private Limited, Duxton Hills Builders Pvt. Ltd., New Capital Infrastructure Pvt. Ltd., Crossings Constructions Pvt. Ltd. & Manak Buildcon Projects Pvt. Ltd. who purchased several pieces of land including the subject matter of this Deed, in Revenue village Dundahera Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar, Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O No. 2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to M/S Crossings Infrastructure Pvt. Ltd. as a Private Developer (P.D.) under category 'A' for the purpose of Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop the Housing Scheme/Township in village Dundahera, Ghaziabad.

AND WHEREAS the Vendee confirms that he/she/they has/have full knowledge and understanding of the Consortium Agreements including the terms and conditions of the said policy. The License for development agreement and for setting up of township, by Ghaziabad Development Authority has been granted to M/s Crossings Infrastructure Pvt. Ltd. (Lead Party) of which the Vendor, M/s Mahagun India Pvt. Ltd. is a constituent party.

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

AND WHEREAS by way of different sale deed, the Lead Party, M/s. Crossing Infrastructure Private Limited sell and transfer the total land admeasuring 14692.515 Sq. Mtr. to M/s. Mahagun India Private Limited on GH Plot No. 3 in the Township known as "Crossings Republik" situated at Village Dundahera, Ghaziabad, U.P. and through various other sale deeds M/s. Mahagun Developer Limited acquired the land admeasuring area 4373 sq. mtrs. from the farmers and the balance is LMC Land area of 290 Sq. mtr from the total area of 19355.515 Sq. Mtr. situated at village Dundahera, Ghaziabad, U.P.

AND WHEREAS by virtue of the order passed by the Hon'ble High Court of Delhi on 10th September 2007 with respect to scheme of Amalgamation, M/s. Mahagun Developer Limited amalgamated in the Mahagun India Private Limited.

AND WHEREAS the Vendor has taken over the physical possession of the above said plot of land from M/s Crossing Infrastructure Pvt. Ltd.

AND WHEREAS the Vendor offered to sell residential apartments of various sizes, dimensions, described in the aforesaid group housing project as per the brochure/ application form *and terms and conditions as laid down in the allotment letter* with specifications attached, constructed on the said land under the name and style of "**MAHAGUN MONTAGE**" Plot No.: GH-03, Sector-11, Dundahera, Ghaziabad. (Hereinafter referred to as Plot), which is bounded as under:

EAST :
WEST :
NORTH :
SOUTH:

AND WHEREAS the Vendor has further clarified to the Vendee that multi-storeyed residential apartment buildings have been constructed on the said Plot in accordance with the Building Plans/ Compounding Plans approved by the Ghaziabad Development Authority vide No: _____ dated _____. The Vendee accepts the full authority and power of the Vendor for such development without any further recourse to the Vendee and further undertakes not to create any hindrance for such development by the Vendor.

AND WHEREAS as per the Layout Plan it is envisaged that the Dwelling units on all floors shall be sold as an independent Dwelling unit with impartible and undivided share in the land area underneath the block, as well as *proportionate interest in the common areas such as corridors, staircases, staircase shafts, munties and terraces, lifts, lifts lobbies, shafts machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub stations, control panel rooms, installation areas of transformers and DG Sets, guardrooms, entrance and exit of the complex, Water Supply Treatment Plants, Pump-houses, Sewerage System, EPABX System, Common Toilets, Rain Water Harvesting, Entrance Lobby/ies if any, roads, common lawns and other common infrastructural facilities for the Dwelling Unit(s) to be used jointly by all the Vendee(s))*. However for the purposes of utilization of the FAR allowed on the Complex as per the rules and regulations of the concerned Development Authority, the Vendor may carry out additions/ alterations in the sizes, location and/or number of apartments in the Complex. The Vendee hereby consents that he/she/they shall have no objection to any such addition/ alteration carried out by the Vendor, to give effect to such utilization of the FAR, by way of changes in the number and/ or location of towers/apartments and /or by way of increase/decrease in the number of floors on any tower/s.

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

AND WHEREAS the Vendee(s) named above, applied to the Vendor for the purchase of a RESIDENTIAL Flat No.____, Floor __, Block _____, Type _____ in MAHAGUN MONTAGE on Plot No: GH-03, admeasuring 19065.515 sq.mtr.Dundahera, Ghaziabad.

AND WHEREAS the Vendor is the absolute owner of RESIDENTIAL Flat No.____, Floor __, Block _____, Type _____ consisting of _____ having an approx super area _____ SQ.FT.or _____ SQ.MTR. (approx. built up area _____ sq.ft. or _____ Sq.Mtr.) in MAHAGUN MONTAGE on Plot No: GH-03, admeasuring 19065.515 sq.mtr.Dundahera, Ghaziabad.

AND WHEREAS the Vendor has agreed to sell the Vendee a RESIDENTIAL Flat No.____, Floor __, Block _____, Type _____ consisting of _____ having an approx super area _____ SQ.FT.or _____ SQ.MTR. (approx. built up area _____ sq.ft. or _____ Sq.Mtr.) in MAHAGUN MONTAGE on Plot No: GH-03, admeasuring 19065.515 sq.mtr.Dundahera, Ghaziabad for a Sale

consideration of _____ (Rupees _____ only). The class of construction is Super "A" category.

AND WHEREAS the Vendee/s has carried out the inspection of the Complex, the said dwelling unit, and has satisfied themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common areas and facilities and also the nature, scope and extent of benefit of *proportionate interest in the common areas such as corridors, staircases, staircase shafts, munties and terraces, lifts, lifts lobbies, shafts machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub stations, control panel rooms, installation areas of transformers and DG Sets, guardrooms, entrance and exit of the complex, Water Supply Treatment Plants, Pump-houses, Sewerage System, EPABX System, Common Toilets, Rain Water Harvesting, Entrance Lobby/ies if any, roads, common lawns and other common infrastructural facilities for the Dwelling Unit(s) to be used jointly by all the Vendee(s), in the Complex.*

WHEREAS THE VENDEE IS DESIROUS TO TAKE THE CONVEYANCE FROM THE VENDOR NOW OF THE SAID RESIDENTIAL FLAT SPACE AND UNDIVIDED AND IMPARTABLE SHARE IN THE LAND UNDER THE BLOCK, AFORESAID TO WHICH THE VENDOR HAS AGREED.

AND WHEREAS the requisite Sale Deed is being executed now incorporating the details embodied in the application form *and terms and conditions as laid down in the allotment letter* which shall form part and parcel of this Sale Deed unless superseded, directly or indirectly, by anything contained in this document.

This document detailed below shall prevail over all other terms and conditions given in our brochures, advertisements, price lists, and any other sale documents. This cancels all previous allotment certificates issued against this Sale Deed. The Vendee shall quote the unit no. in all future communication with the vendor.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

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

1.	Basic Cost	
2.	Car Parking	
3.	Club Membership	
4.	Power Backup	
5.	E.D.C.	
6.	F.F.C.	
7.	Meter Charges	
8.	Administrative and Legal Charges	
	Total	

DESCRIPTION OF THE PROPERTY RESIDENTIAL/FLAT SHOWN

RESIDENTIAL Flat No. _____, Floor _____, Block _____, Type _____ consisting of _____ having an approx super area _____ SQ.FT. or _____ SQ.MTR. (approx. built up area _____ sq.ft. or _____ Sq.Mtr.) in MAHAGUN MONTAGE on Plot No: GH-03, admeasuring 19065.515 sq.mtr. Dundaheera, Ghaziabad with impartible and undivided share in the land area under the block, divided in apartment/flat owners on "pro-rata" basis, as well proportionate interest in the common areas such as Corridors, Staircases, Staircase Shafts, Munties and Terraces, Lifts, Lifts Lobbies, Shafts Machine Rooms, All Service Shafts, Fire Escapes, all underground and Overhead Tanks, Electric Sub Stations, Control Panel Rooms, installation areas of Transformers and DG Sets, Guardrooms, entrance and exit of the complex, Water Supply Treatment Plants, Pump-houses, Sewerage System, EPABX System, Common Toilets, Rain Water Harvesting, Entrance Lobby/ies if any, Roads, Common Lawns and Other Common Infrastructural Facilities for the Dwelling Unit(s) to be used jointly by all the Vendee(s) in the Complex.

NOW THEREFORE THIS SALE DEED WITNESSETH AS UNDER:-

On or before the execution of this INDENTURE, (the receipt whereof the vendor Doth hereby acknowledges) the said Vendor DOTH here by transfers by way of sale the said RESIDENTIAL FLAT No. _____, Floor _____, Block _____, Type _____ having an approx super area of _____ SQ.FT. or _____ SQ.MTR. identifiable with the built up area of _____ sq.ft. or _____ Sq.Mtr. The aforesaid consideration is for the total area of the said apartment/ flat, as mentioned herein above commonly known as super area which comprises the built up area, area under walls (half the area will be taken in case of

common walls between two units), full areas of balconies and other projections, together with proportionate interest in the common areas such as Corridors, Staircases, Staircase Shafts, Munties and Terraces, Lifts, Lifts Lobbies, Shafts Machine Rooms, all service shafts, Fire Escapes, all underground and Overhead Tanks, Electric Sub Stations, Control Panel Rooms, Installation areas of transformers and DG Sets, Guardrooms, Entrance and Exit of the complex, Water Supply Treatment Plants, Pump-houses, Sewerage System, EPABX System, Common Toilets, Rain Water Harvesting, Entrance Lobby/ies if any, Roads, Common Lawns and Other Common Infrastructural facilities etc. for the Dwelling Unit(s) to be used jointly by all the Vendee(s) including easements rights attached to the said flat and the ownership rights therein which the vendor have or may hereafter have over the flat and to have to bid the same to the vendee forever on the terms contained herein.

Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable/super area of the unit, which shall always be identifiable with the built up area, of the unit. It is reiterated and specifically made clear that it is only the built up area, identifiable with the super area of the unit, that had been agreed to be sold and to which the Vendee(s) shall have exclusive right.

- i) That the sale consideration is for the total area of the said apartment, as mentioned hereinabove, commonly known as "Super Area", which comprises of built up areas which includes carpet area of the flat/ apartment, areas under walls, half area of partition walls, full areas of balconies, cupboard, spaces, projections, full areas of any terraces attached exclusively with the apartment, on the same floor, and other projections, together with proportionate share in the common areas such as Corridors, Staircases, Staircase Shafts, Munties and Terraces, Lifts, Lifts Lobbies, Shafts Machine Rooms, all service shafts, fire escapes, all Underground and Overhead Tanks, Electric Sub Stations, Control Panel Rooms, Installation Areas of Transformers and DG Sets, Guardrooms, Entrance and exit of the complex, Water Supply Treatment Plants, Pump-houses, Sewerage System, EPABX System, Common Toilets, Rain Water Harvesting, Entrance Lobby/ies if any, roads, common lawns, recreational facilities, club and other common infrastructural facilities etc. for the Dwelling Unit(s) to be used jointly by all the Allottee(s) in the manner hereinabove mentioned.
- ii) It is clarified that inclusion of common area in the computation of super area shall not give any right, title or interest therein as such to the Vendee(s), except as expressly provided.

- iii) However, it is admitted, acknowledged and so recorded by and between the parties that all other rights (excepting what have been mentioned above, in para (i)) on all areas such as open parkings and spaces appurtenant thereto with required approaches, covered parkings both in stilts and basements and spaces appurtenant thereto, with required ramps and approaches, all basements and stilt areas with required approaches, other than those sold as parkings/ stores, commercial/ shopping plazas, if any, and all other facilities and areas, not covered in the calculation of super area, as detailed above, shall be treated as limited common areas and facilities/ independent areas. All rights on such areas or such limited common areas or facilities/ independent areas shall vest exclusively with the promoters and the same can be sold/disposed off by the promoters without any hindrance whatsoever by the apartment owners. No separate maintenance charges shall be leviable on such areas at any stage.
- iv) It is also admitted, acknowledged and so recorded by and between the parties that the builder shall have absolute rights in future to the usage of any balance FAR, or/and any permissible FAR, and to carry out any further development, as may be deemed fit by the Vendor. The Vendor may develop the entire land admeasuring 19065.515 Sq.Mtr. in the manner, as may be deemed fit and as per laid down rules and regulations, at the time of such development, to which the Vendee hereby consents, as aforesaid.
- v) The Vendee(s) also agrees not to object either individually or collectively in any manner whatsoever with respect to easement or any other rights of his/her apartment/ Complex, their layouts, number of stories/height of the said future constructions, which shall be construed to be a part of the complex in all manners. All rights arising out of, future construction in the areas of said future block(s), and in the areas arising out of revisions/development in the said building/complex admeasuring 19065.515 Sq.Mtr., shall vest exclusively with the vendor and the same can be sold/disposed off by the vendor without any hindrance or objection whatsoever by the vendee/s, either individually or collectively.

Further, it is admitted, acknowledged and so recorded by and between the parties that all areas such as open parkings and spaces appurtenant thereto with required approaches, covered parkings both in stilt and basements and spaces appurtenant thereto, with required ramps and approaches, all basements and stilt areas with required approaches, other than those sold as parkings/stores, commercial/shopping plazas and all spaces appurtenant thereto, if any, all recreational facilities such as club and swimming pool etc., and all other facilities and areas, not covered in the calculation of super area, shall be treated as limited

common areas and facilities/ independent areas. All rights on such areas or such limited common areas or facilities/ independent areas shall vest exclusively with the promoters. All these limited common areas and facilities/ independent areas can be sold by the promoters without any hindrance whatsoever by the apartment owners individually or collectively in any manner whatsoever.

1. That peaceful and vacant physical possession of the RESIDENTIAL Dwelling Unit No. ____ has been handed over by the Vendor to the Vendee simultaneously with the execution of this Sale Deed. The Vendee after inspecting the Unit has satisfied himself/herself/ themselves about the quality of workmanship and materials used and have also satisfied themselves as regard the various heads against which money have been charged, and undertakes not to raise any dispute or claim against the Vendor in any respect thereof.
2. a) That upon taking possession of the said flat space from the Vendor, the Vendee shall have no claim against the Vendor as to any item of work, quality of work, measurements, specifications, facilities, amenities, materials, installations, cost etc. or on any other ground whatsoever for the said flat space.
- b) That the vendor shall be responsible for a period of six months from the notice of possession or physical possession, whichever is earlier, if any deficiency is observed by the vendee/s in the fixtures and fittings provided in the apartment, the vendor shall rectify the same. However, if the deficiency is caused due to the fault of vendee/s, they shall not hold the vendor responsible or liable for the same.
3. That the Vendor hereby declares and assures the Vendee that they are the rightful owners of the said Apartments with full right to deal with the same. The Vendor further declares and assures the Vendee that the said property/flat space under sale is free from all sorts of encumbrances, charges, mortgages, liens, injunctions, legal flaws, disputes and defects in the title, and if it is proved otherwise, and the vendee suffers any loss and whole or any part of the property hereby conveyed is taken away from the possession of the vendee then the vendor shall be liable to make good the loss thus suffered by the vendee entitling the vendee to recover the same from the vendor.
4. That all the taxes such as House tax, Water tax, Sewerage Tax, Maintenance charges and Electricity charges, or any other taxes or charges shall be payable by the Vendee from the date of

execution and registration of the present Sale Deed or taking over the possession of the said flat space, or deemed date of possession declared by the vendor whichever is earlier.

5. (a) That it has been agreed between the Vendor and the Vendee, that save and except in respect of the said particular flat space, already described and hereby being acquired by the vendee, the Vendee will have no claim, right, title or interest of any nature or kind except the right of ingress and outgress in respect of all or any of the common areas, such as *Corridors, Staircases, Staircase Shafts, Munties and Terraces, Lifts, Lifts Lobbies, Shafts Machine Rooms, All Service Shafts, Fire Escapes, All Underground and Overhead Tanks, Electric Sub Stations, Control Panel Rooms, Installation Areas of Transformers and DG Sets, Guardrooms, Entrance and exit of the complex, Water Supply Treatment Plants, Pump-houses, Sewerage System, EPABX System, Common Toilets, Rain Water Harvesting, Entrance Lobby/ies if any, roads, common lawns and other common infrastructural facilities for the Dwelling Unit(s) to be used jointly by all the Vendee(s).* The common areas shall remain undivided and no vendee or any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void.
- b. That except for the areas herein allotted and *common area, specifically mentioned*, common area usage rights and facilities attached therewith, all rights and interest in the *limited common areas and facilities/independent areas* in the said Complex namely MAHAGUN MONTAGE shall continue to vest in the vendor unless and until the same or any other part thereof is specifically transferred in any manner to any particular apartment buyer/ buyers.
- c) i) That all common facilities shall be for common use only and no vendee/s shall bring any action for its individual use, partition or division of any part thereof. The ownership of these facilities shall vest with the vendor.
- ii) That the parapet walls, areas such as open parkings and spaces appurtenant thereto with required approaches, covered parkings both in stilt and basements and spaces appurtenant thereto, with required ramps and approaches, all basements and stilt areas with required approaches, other than those sold as parkings/stores, commercial/shopping plazas and all spaces appurtenant thereto, all recreational facilities such as club and swimming pool etc., and all other facilities and areas, not covered in the calculation of super area, shall be treated as limited common areas and facilities/independent areas. All rights on such areas or such

limited common areas or facilities/ independent areas shall vest exclusively with the vendor. All these limited common areas and facilities/ independent areas can be disposed by the vendor without any hindrance whatsoever by the apartment owners individually or collectively in any manner whatsoever.

- d. The Vendor has provided recreational facilities including swimming pool and Club, in the Complex. These facilities are for the use of all the residents of the constituent blocks of Mahagun Montage. These facilities shall, if required, be handed over alongwith the transfer of maintenance services to the flat owners as detailed herein above. Till such time the above mentioned facilities are handed over, the same shall be under the control of the maintenance agency.
 - e. The vendor shall always have an unfettered right of ingress and outgress to all terraces, common areas, lobbies, staircases, corridors, *stilts, basements and all areas*, described as *limited common areas and facilities/independent areas* without any objection from any of the vendee/vendees, even after handing over of the possession and maintenance of the complex.
6. In case any additional floor is allowed the vendor shall be entitled to construct additional floor with the permission of the competent authority at his own cost and risk. The vendor in such a event be fully responsible for the safety of the existing and newly constructed structure and shall further be fully responsible for making good at his own cost damages if any to the existing/newly constructed structure. The additional structure if any shall have exactly the same external finish as already provided in the premises and not disturb or cause inconvenience of any kind to the occupants of the premises and shall shift all common services at their own cost.
 7. The vendees shall not raise any objection or claim any reduction in the price of the flat agreed to be acquired or claim any compensation on the ground of inconvenience due to cause aforementioned or any other cause whatsoever.
 8. The Vendor shall be entitled to obtain the refund of various securities deposited by them with various Government or Local Authorities for electric, water and sewer connections etc. during or before the construction of the said plot.

9. It is admitted, acknowledged and so recorded by and between the parties that the vendee(s) shall under no circumstances will be allowed, to carry out any change whatsoever in the elevations, lay outs, roofs, balconies, common areas, internal changes, colour scheme and encroachments on common areas, limited common areas, independent areas/facilities. This provision shall be applicable even after handing over of the physical possession and execution of Sale Deed. In case of non-compliance of this provision by the vendee(s) the promoter without any formal notice shall be at liberty to restore the original elevations and/or outer color scheme. This shall be got done at the cost and risk of the vendee(s). Such cost shall include all formal and informal charges. Violation, if any, on this account shall be treated as a cognizable offence, with accompanying consequences.
10. No Car/Vehicle/two wheeler Parking is allowed anywhere in the complex except by those vendees who have reserved usage rights for the car/two wheeler parking space. That the car parking/two wheeler parking is an integral part of the Flat and cannot be detached from flat and shall stand automatically transferred along with the transfer of flat. It is made clear that the vendee shall have no right to sell/transfer independent car parking space in any manner. All terms and conditions as contained in the parking allotment letter shall be read as part and parcel of this Sale Deed, contents whereof are not repeated herein for the sake of brevity.
11. The vendor has allotted to the vendee, with the above said flat usage rights for the following parking spaces

DETAILS OF CAR/TWO WHEELER PARKING SPACE ALLOTTED:

S. No.	Parking Type	No. of Parking
1	Open Car Parking	
2	Medium Covered Car Parking	
3	Double Covered Car Parking	
4	Two Wheeler Parking	

On the detailed terms and conditions contained in the car/two wheeler parking allotment deed and general guidelines for vendees for car parking usages.

12. The vendee consents that he will allow the maintenance staff to enter in his flat/duct etc for cleaning/maintaining/repairing of the pipes/leakage/ seepage in his flat or any other flat.
13. The vendee consents that he will make good the expenses for repairing the toilets, bathrooms or any other part of any flat and painting thereof damaged due to his negligence or willful act .
14. The vendee consents that for repairing any damages in the toilets/ bathrooms/any other part of the other flat caused due to his negligence or willful act, the vendee will be responsible for any damage to any equipment in the complex i.e lifts, fire fightingequipments, motors, panels, water pumps or any other item if it occurs due to his negligence or willful act.
15. That a single point electricity connection for the entire complex has been provided by UPPCL. An electricity connection and consumption meter for the recording of electricity consumption has been provided for the demised Dwelling Unit. A separate agreement for supply of electric energy and another for pre-payment energy metering system has been executed. The vendee shall pay the necessary charges detailed in the above said agreements. All terms and conditions as contained in the Electrical Agreement and Agreement for Prepayment Energy Metering system shall be read as part and parcel of this Sale Deed, contents whereof are not repeated herein for the sake of brevity.
16. That various common services and facilities shall be managed by the vendor through its maintenance agency namely M/s _____ or any other agency nominated by the vendor for a maximum period of two years. The vendee shall and hereby agrees to enter into a maintenance agreement with the aforesaid agency for maintenance, upkeep, repairs, security etc. of the complex. In this context an interest free advance deposit of _____ towards payment of water charges, common electricity charges and power back up charges, payable on equal basis, has been paid by the Vendee, the balance amount if any, of the said advance deposit shall be refunded back only to the Vendees at the time of handing over of maintenance services to the Vendees.
17. That the vendee agrees and consents to the said arrangements, and further agrees that the terms of the maintenance agreement shall be construed to be part of this Sale Deed, and shall be binding upon the vendee. The vendee shall pay necessary maintenance charges and other dues as detailed in the maintenance agreement. In addition to the maintenance charges there will be contribution

to replacement fund. Non-payment of any of the charges within the time specified shall dis-entitle the vendee for the use of common services such as lifts, bathroom water and power backup etc. The vendee consents with this arrangement and this shall continue till such time the Vendor terminates this arrangement. The Vendee consents that in case of further Sale of his flat, a NOC from the existing maintenance body and the vendor will be obtained for the sale of his flat. That even after handing over of the maintenance of the common services to the vendees, the Vendor/their authorised nominees may retain their office in the Complex and shall be entitled to use the infrastructural facilities already existing. The vendor shall also be at liberty to have their own security staff.

18. The maintenance agreement can be terminated by the company if desired by 75% of the vendee's in writing individually. Similarly, the vendor shall be within its rights to refund the net advance so taken and discontinue the Maintenance services, even during the two years period as stipulated, by giving one month prior notice to the vendee at any time. In such a case only the following will be handed over to the vendees :-

- a. All lifts, corridors, passages, underground and overhead water tanks, fire- fighting equipment with motors and motor room.
- b. Transformers and transformer rooms.
- c. Power back up equipment.
- d. Water treatment plant.
- e. Security gates with guard room and lift rooms at terrace, alongwith intercom facilities.
- f. Usage rights for an area not exceeding one hundred and fifty sq. ft. for RWA's office, in the basement.

NOTE:- All areas defined as limited common areas, independent areas/ facilities unless allotted exclusively and also the convenient shopping area provided within the complex *SHALL REMAIN THE PROPERTY OF THE VENDOR AND ALL RIGHTS FOR THESE SHALL VEST WITH THE VENDOR. THE VENDOR MAY RETAIN HIS OFFICE IN THE COMPLEX AND CAN USE THE COMMON SERVICES.*

19. Subsequent to the handing over of the maintenance of the Complex by the Vendor or its nominated agency to the vendees/s or its representative body, the vendee/s shall from that moment shall be responsible for the safety and security of the assets of the vendor in the

Complex. Omission, if any on this account shall be treated as a cognizable offence.

20. That the vendor shall be entitled to use all the independent area, including the internal walls, boundary walls, parapet walls or any other common surface for all purposes including the display advertisements and sign boards. The vendor shall continue to exercise this right even after handing over of common facilities to the vendee/s.
21. As per the approved plans of the Complex, a chak-road for the usage of the general public exists between the residential complex and the recreational and commercial complex. The usage of this chak-road is not permitted to be disturbed/restricted by the vendee(s) individually or collectively on any account whatsoever.
22. After the handing over of the maintenance of common services to the vendee(s), the vendee(s)/ vendor shall be entitled to use the common facilities, as already defined hereinabove. However, in case of transfer of the maintenance services on the request of the vendees, to any agency, other than nominated by the Promoter, the residuary rights shall remain unaltered. It is the residents who will be entrusting these services of the complex to an agency of their choice and such Maintenance Agency shall not have any residuary rights whatsoever. All residuary rights shall vest either with the Promoter or with the Vendee(s). The vendees individually or collectively or the maintenance agency nominated by the vendees shall not interfere/tamper or alter any of the systems and services installed in the Complex.
23. That the company shall have sole right to select the site for installations, determine the capacity and type of power generating and supply equipment, after taking diversity factor of zero point five zero into consideration, as may be deemed necessary by the vendor. It is also understood that the said equipment may be located anywhere in the complex. Till such time the necessary power connection is transferred to the respective society/ association of apartment owners, the distribution of power/power back up/ energy system shall continue to vest with the vendor.
24. That if in future any up-gradation/ improvement in the energy distribution system or any other system is desired or permitted, then the cost thereon, including securities required to be paid shall be borne by all the Vendee(s) on sharing basis. Such up gradation/ improvement, if any in the systems in future shall only be carried out by the Promoters on advance payment.

25. If at any stage in future it is found necessary and feasible to enhance the parking capacity within the Complex, the feasibility of the same shall be determined only by the Vendor. The mode of increase in the parking capacity, its cost and all other related terms and conditions, as deemed fit, shall be determined by the Vendor. The Vendee(s)/s individually or collectively shall not interfere in any manner whatsoever.
26. The Vendee shall be individually responsible for the payment of water, electricity consumption charges house tax, maintenance and repairs of the flat or any other taxes or levies.
27. The Vendee in future shall comply and carry out and abide by all laws, bye-laws, rules, regulations, and requisition etc. of Ghaziabad Development Authority and shall attend and answer and carry them out at his own cost and be responsible for all deviations and breaches thereof and shall also observe and perform all terms and conditions contained in this deed.
28. The logo, layouts, elevations and the name of the complex shall remain the intellectual property of the Vendor at all times and the promoter shall not be under any obligation to part with/ share the same with the vendees or their body under any circumstances. The vendee or their representative body shall not have any right whatsoever to effect, alter or modify such intellectual rights of the Promoter, at any point of time.
29. The goods etc. in the flat portion along with the connected structural part of the building and also all the common facilities shall be got comprehensively insured by the vendee/s and the insurance charges shall be borne equally by all the vendees.
30. In case of any natural calamity or any other adverse situation of any kind, or Act of God, the vendor shall be in no way responsible for all or any of the losses/damages of any kind. The vendees of flats shall however be entitled to their share in the land/plot as defined herein above.
31. That the Vendee(s) shall not use the flat other than for residential purpose and shall not use in manner that may cause nuisance or annoyance to occupants of other portions of the Complex or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said premises which tends to cause damages to the Complex/Building or services or in any manner interfere with the use thereof or of spaces, passages, corridors, amenities available for common use. The Vendee(s) agrees/indemnifies the Vendor and always keep indemnified against any

penal action, damages or loss due to misuse storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas plants etc., for which the Vendee(s) shall be solely responsible, if the Vendee(s) or his tenant uses or permits the use of the premises for any purpose other than residential, then the Vendor has right to revoke the conveyance. The Vendee(s) or his tenant agrees to strictly adhere to the statutory guidelines issued by the Vendor/Maintenance Agency and the concerned authorities, from time to time. Further the Vendee or his tenant shall not do or suffer anything to be done in or about the flat which may cause damage to any flooring or ceiling of any flat over or below or adjacent to the flat or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

32. That the Vendee or his tenants shall not close any verandahs, lounges, balconies, common corridors even if particular floor/floors is occupied by him.
33. It is admitted, acknowledged and so recorded by and between the parties that the vendee(s) shall under no circumstances will be allowed to carry out any change whatsoever in the elevations and/or outer color scheme, and shall further not be permitted to cover the balconies. In case of non-compliance of this provision by the vendee(s) or his tenant the vendor without any formal notice shall be at liberty to restore the original elevations and/or outer color scheme. This shall be got done at the cost and risk of the vendee(s). Such cost shall include all formal and informal charges.
34. Security arrangement is proposed to be provided in the complex. Accordingly, the vendor /maintenance agency shall have a free hand to restrict the entry of outside persons into the complex. The Vendee(s)/s shall cooperate with the security agency at the entrance by avoiding forcible entry of any person/ vehicle etc. The security staff shall be allowed to carry out necessary checks at the entrance and exits without any exceptions. The provision of such security would not create liability of any kind on the maintenance agency for any mishap, theft, acts of omission/commission etc., resulting at the hands of any miscreants or any other person whomsoever. Right of admission in the Housing complex is reserved.
35. THAT it is clearly understood and agreed between the parties that the right of admission in the complex is reserved only for bonafide residents only. No outsider shall be permitted by the vendor or the maintenance agency without satisfying themselves about his credentials and may

refuse permission to enter to such outsiders without assigning any reason whatsoever. The decision of the vendor/maintenance agency shall be final and binding on the vendee(s).

36. The vendor and/or Maintenance Agency stands indemnified and shall not be liable for any harm, damage or physical injury of any kind whatsoever, which may be caused on account of usage of any common facility/recreational facilities or breakdown of power, any other defects/breakdowns etc. of the fixtures or on account of acts of GOD, riots or civil commotion.
37. That the Vendee/s understands that swimming pool, gym, other recreational facilities and all other fixtures provided are for the use of residents only. The swimming pool, gym and other common facilities and fixtures shall be used by the Vendee(s) and his dependents at their own risk and responsibility. Mahagun India Pvt. Ltd, shall in no manner be responsible for any accident, harm, injuries or damages of any kind while using the common facilities provided in the complex. These facilities shall, if required, be handed over along with the transfer of maintenance services to the flat owners as detailed herein above. Till such time the above mentioned facilities are handed over, the same shall be under the control of the maintenance agency.
38. The Vendor may provide the facility of a nursery school within the Complex. However it is clearly understood and agreed that all rights in respect of running/ leasing of the said nursery school to a third party shall vest entirely with the Vendor.
39. Neither the Vendee/s nor occupier/s of the floor will put up publicity or advertisement material outside his flat or anywhere else in common areas without prior permission in writing of the Vendor. All advertisement rights in all the common areas rests with the Vendor.
40. The Vendee shall not decorate the exterior of his flat other than in the manner agreed to with the Vendor or in the manner as similar as may be in which the same was previously decorated.
41. It is admitted, acknowledged and so recorded by and between the parties that all natural products such as marbles, stones, tiles, timber etc. may have built in variations in texture, color, surface cracks or behavior, *or all these variations may develop in future which includes fading of colour of outer paint.* Utmost care shall be taken by the vendor to obtain color matching however complete color matching may not be attainable. The vendee(s) shall have no claim against the vendor in this respect.

42. The Vendee hereby covenant to keep and maintain the Flats periphery walls and partition walls and sewers, drains, pipes, appurtenances thereto or belonging thereto in the same good tenantable repairs, state, order or condition in which it has been delivered to him and in particular as to support, shelter and protect the parts of complex other than the flat space.
43. That the vendor covenant with the vendee that the vendee shall peacefully hold and enjoy the said flat without any interruption by the vendor or by any other person claiming under the vendor. The vendee shall have a right to sell or rent the flat to any person after taking a N.O.C. from the vendor. Such N.O.C. will be issued after execution of all necessary documents and payment towards documentation charges and club membership fees.
44. There shall be no waiver of the rights available herein to the vendor, its assignees, nominee(s) or the Maintenance Service Provider, for any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of their right or remedy or wavier of any other or previous rights or remedies or of the right thereafter to enforce each and every provision.
45. If any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.
46. That it is agreed by & between the parties that any legislation which is introduced shall be prospective in nature and shall not be effecting the agreed terms and conditions. This Sale Deed prevails over all other terms and conditions given in orally or in writing or by way of any brochures, advertisements, price list or any other sale document(s), by cancelling all previous allotment certificates issued prior to this Sale Deed.
47. That the headings/captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.

48. All e-mails/fax sent by the Vendee in respect of any matter, so as to be binding on the Vendor, are required to be confirmed by a duly signed hard copy, separately.
49. The parties hereto declare that they have taken the independent legal advice and have understood the true purport, meaning and effect of this deed.
50. This Agreement shall be governed by and construed in accordance with the laws of India.
51. That the registration expenses such as cost of stamp papers, registration fees and execution charges have been borne and paid by the Vendee.
52. That this Sale Deed shall be governed by the Laws of India for the time being in force and shall be subject to the jurisdiction of the Hon'ble High Court of Allahabad and courts subordinate to it at Ghaziabad and State Consumer Forum only at Lucknow, shall have the jurisdiction in all matters arising out or touching and/or concerning this document.
53. That the Vendee agrees that, in the event of any dispute or differences arising out of or touching upon or in relation to the terms of this Application including the interpretation and validity of the terms thereof and the respective rights and obligations of the Vendee and the Vendor, shall be resolved through arbitration which shall be the mode of resolution of disputes, as aforesaid. Under the Arbitration and Conciliation Act, 1996 or any other statutory amendments, modifications, for the time being in force. The arbitration proceedings shall be conducted by a sole Arbitrator. For the appointment of the sole arbitrator, the Vendor shall identify three retired High Court Judges of the Hon'ble High Court of Delhi and intimate in writing to the vendee, the names of retired High Court Judges, so identified. The Vendee/s shall within 30 days from the receipt of such written intimation, nominate in writing to the Vendor, anyone of such retired High Court Judges to be appointed, as the sole Arbitrator. Upon receiving the written intimation from the vendee as stated hereinbefore, the Vendor shall appoint the sole arbitrator to adjudicate upon the dispute between the parties. In the event, the vendee fails to nominate in writing as aforesaid, within 30 days from the receipt of written intimation from the Vendor, then the Vendor shall have the sole right to nominate and appoint, from within the three names nominated, a sole arbitrator to adjudicate upon the disputes between the parties. The vendee expressly acknowledges, accepts and agrees that it shall not be entitled to reject the names identified by the Vendor and rejection if

any, by the vendee of the names, so identified by the Vendor, shall be deemed to be failure of the vendee to nominate. The vendee further acknowledges, accepts and agrees that he/she shall not have any objection to the appointment of the sole arbitrator made by the Vendor. The arbitration proceedings shall be held at Delhi only.

54. That in case of joint vendee the vendor may, at its discretion, without any claim from any person, deem correspondence with any one of the joint vendee sufficient for its records.
55. That for all intents and purpose singular includes plural and masculine includes feminine.
56. The Vendee hereby undertakes to pay any demand of service/sales tax if raised in future by Central or State Govt. against this sale of the above said flat.
57. The structure which is written in this Sale Deed is also shown in the map.

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

Vendor

Vendee

For Mahagun India Pvt. Ltd.

For MAHAGUN (INDIA) PVT. LTD.

 Director

Authorized Signatory

Witness

1.

2.