

उत्तर प्रदेश UTTAR PRADESH

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2. The balance consideration of Rs. 31,00,000/- (Rupees Thirty One Lacs only) has been paid by the Vendee to the Vendor by way of Cheque/Demand Draft/Pay Order as full and final payment of the Sale Consideration for the said Site as under:

Cheque/DD/Pay Order No.	Date	Amount (in Rs.)	Drawn On
298660	27/11/07	31,00,000/-	The Karur Vysya Bank Ltd, Noida

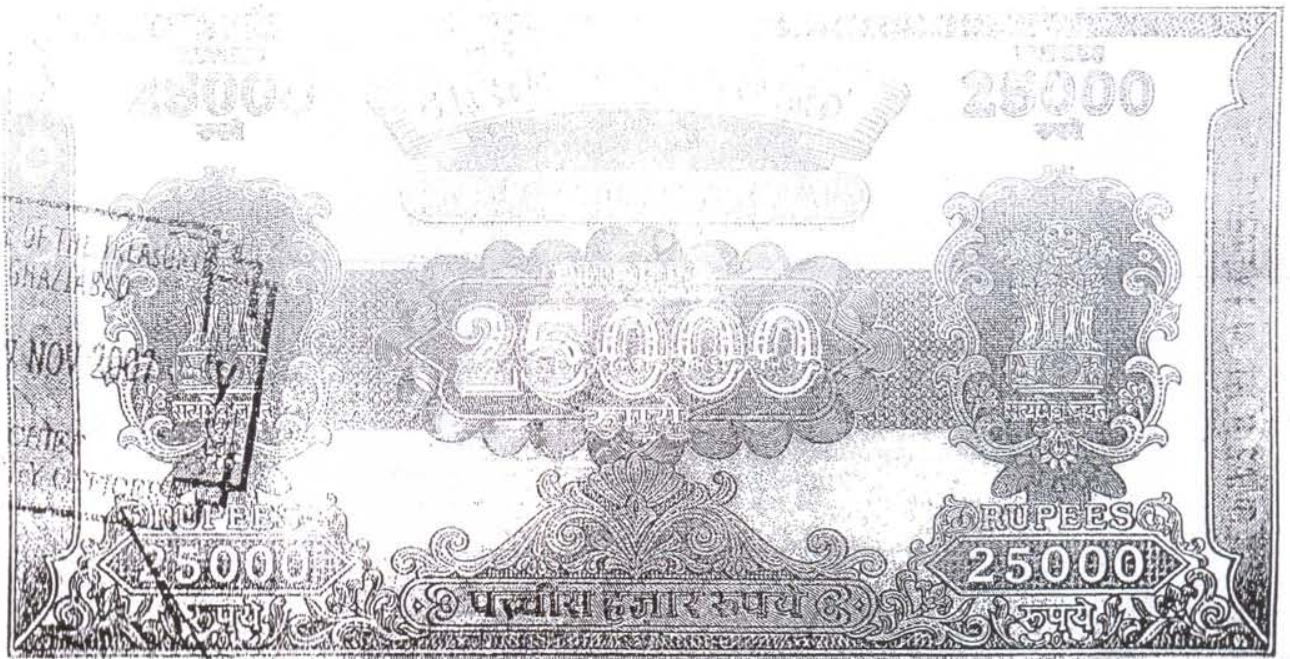
For CROSSINDUS INFRASTRUCTURE PVT. LTD.

DIRECTOR

DIRECTOR

For ASSOTECH LIMITED

AUTHORISED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH

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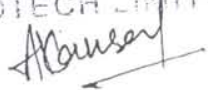
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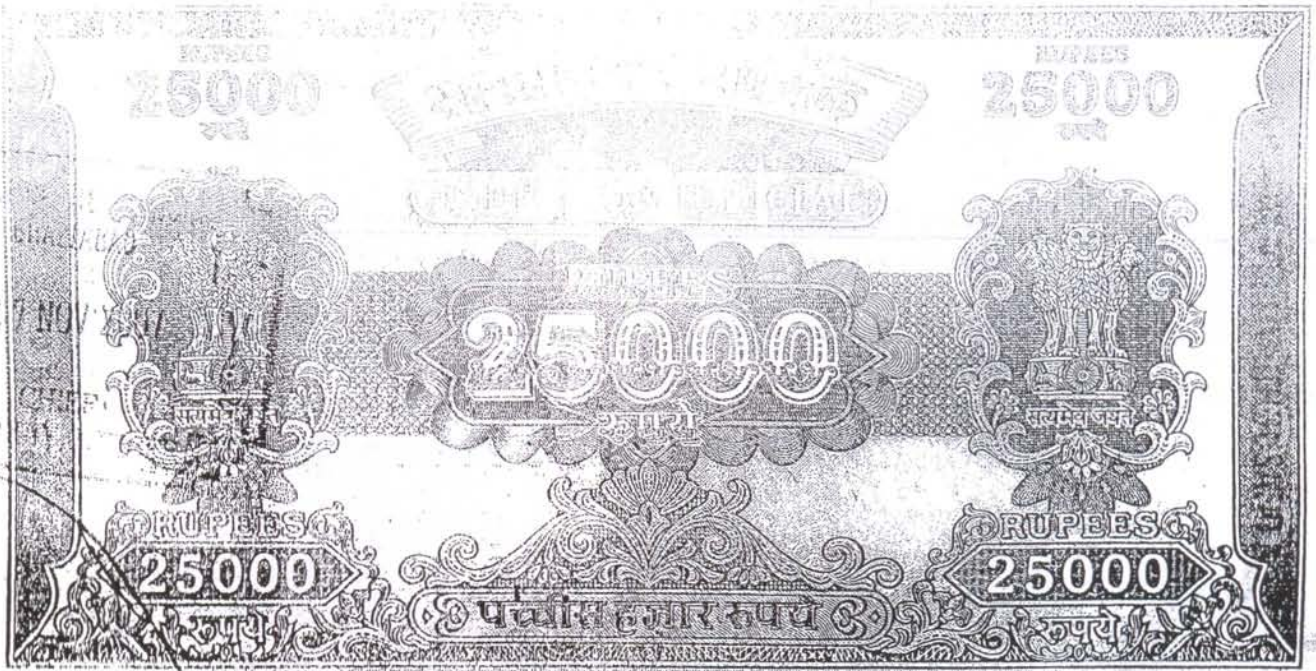
3. The receipt of the aforesaid total sale consideration of Rs. 66,00,000/- (Rupees Sixty Six Lacs only). the Vendor does hereby admit and acknowledge and the Vendor does hereby grant, sell, convey and transfer on ownership basis unto the Vendee free from all encumbrances the said Site.
4. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site nor has the Vendor entered into any Agreement to Sell in respect of the said Site with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site.

For CROSSINGS INFRASTRUCTURE PVT. LTD.


DIRECTOR


DIRECTOR

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5. That the Vendor has assured the Vendee that the said Site is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same
6. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site in the said Township and that they have fully understood all limitations and obligations in respect of it.
7. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site or in any other manner whatsoever by the Vendee, if any.

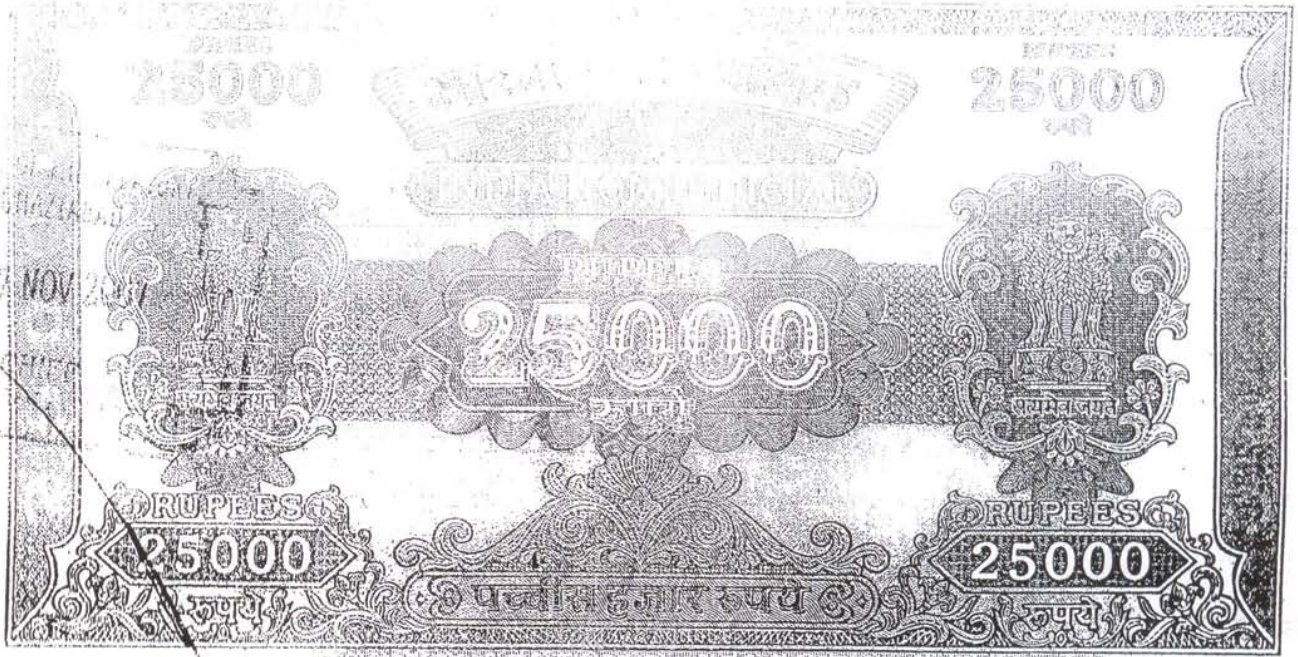
For CROSSINGS INFRASTRUCTURE PVT. LTD.

M/L
DIRECTOR

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For ASSOTECH LIMITED

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उत्तर प्रदेश UTTAR PRADESH

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8. All rates, House Tax/Property Tax, Water Tax, Sewer Tax, Wealth tax, Service Tax, Cesses, Levis, Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF and taxes of all and any kind by whatever name called and development charges of the land of the Township and other charges whether levied or leviabale now or in future including the said Site and / or Flats/Apartments thereon imposed by any Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
9. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any

For CROSSINGS INFRASTRUCTURE PVT. LTD.

ML
DIRECTOR

Dr. Kumar
DIRECTOR

For ASSOTECH LIMITED

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उत्तर प्रदेश UT TAR PRADESH

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approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act or any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is caused due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.

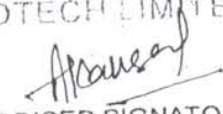
10. That the Vendor covenants that this Sale Deed is executed in all entirety and they have received the total sale consideration of the said Site subject, however to the stipulations and covenants herein contained, for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.

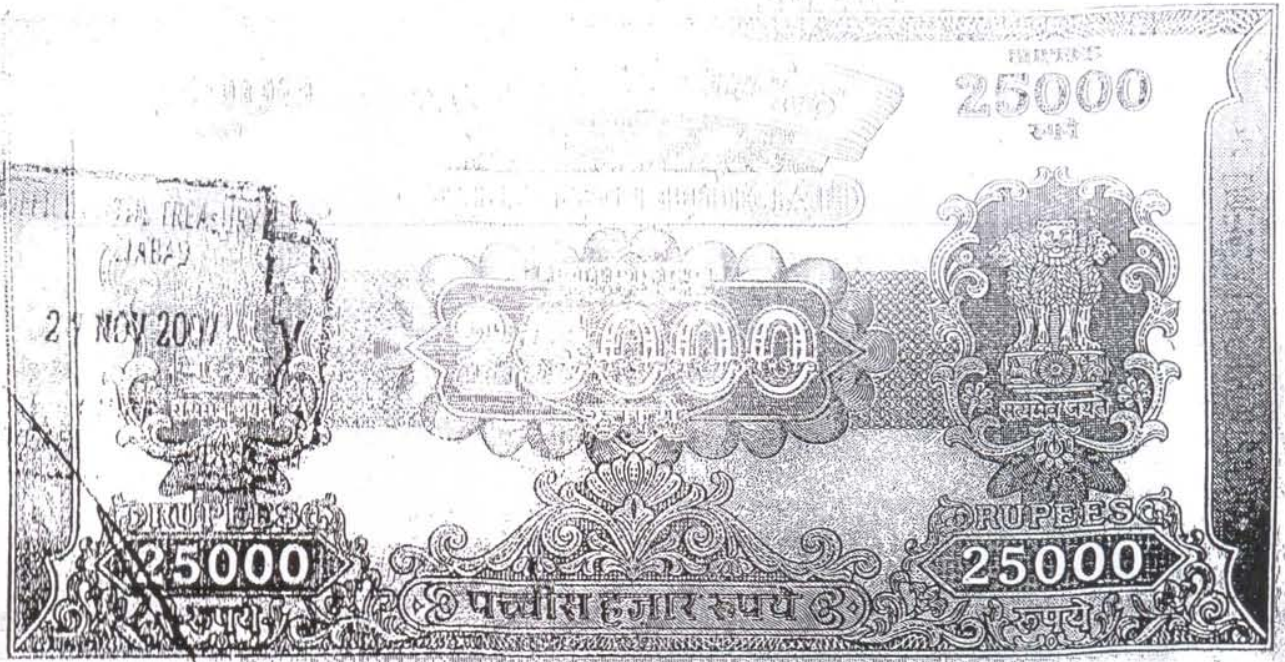
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DIRECTOR


DIRECTOR

For ASSOTECH LIMITED


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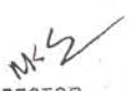
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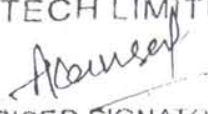
11. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.
12. The provision for rain water harvesting is mandatory to be carried out by the Vendee.
13. That so far the said Site for construction it is clarified that the Vendee shall have to construct the residential Units/Flats/Apartments and use the same for residential purposes only. No other activity shall be permitted in the dwelling Units/ Flats/Apartments to be constructed thereon.
14. The Vendee shall not be allowed to sub divide or amalgamate the said Site and shall not be allowed to transfer the said Site in any manner until occupancy certificate is obtained from the Ghaziabad Development Authority.

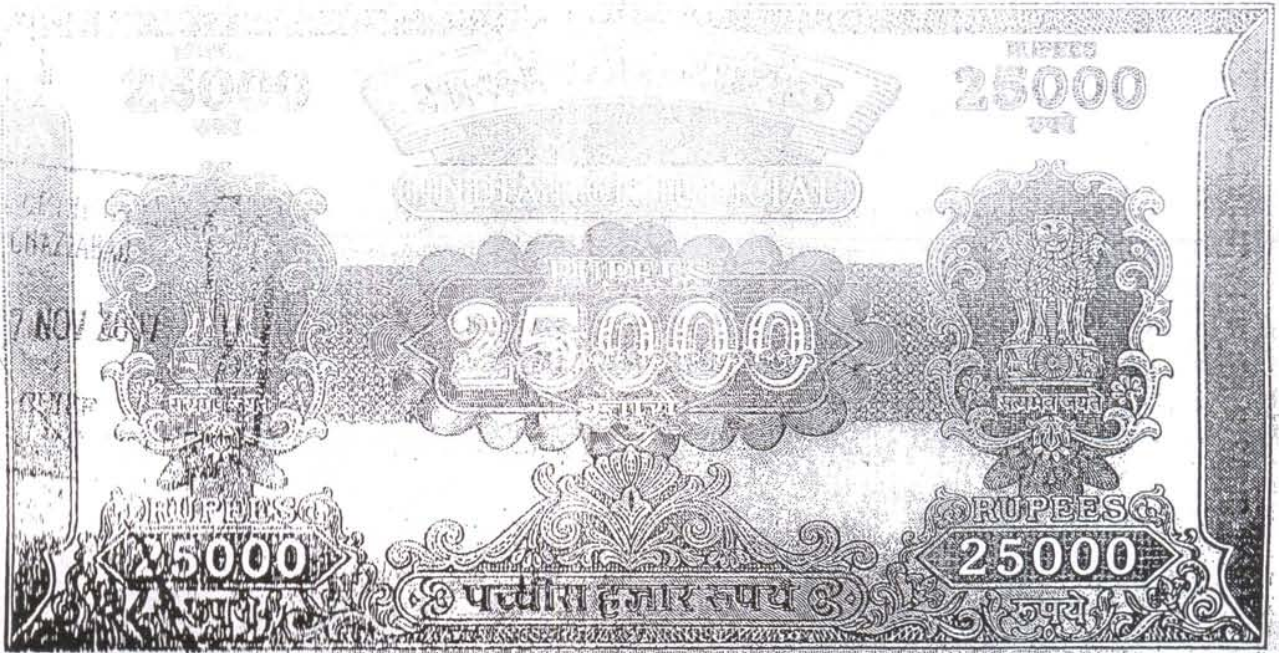
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DIRECTOR


DIRECTOR

For ASSOTECH LIMITED


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15. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approval of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority/State Government/Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees /Residential Welfare Association (RWA).
16. That the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) such charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal

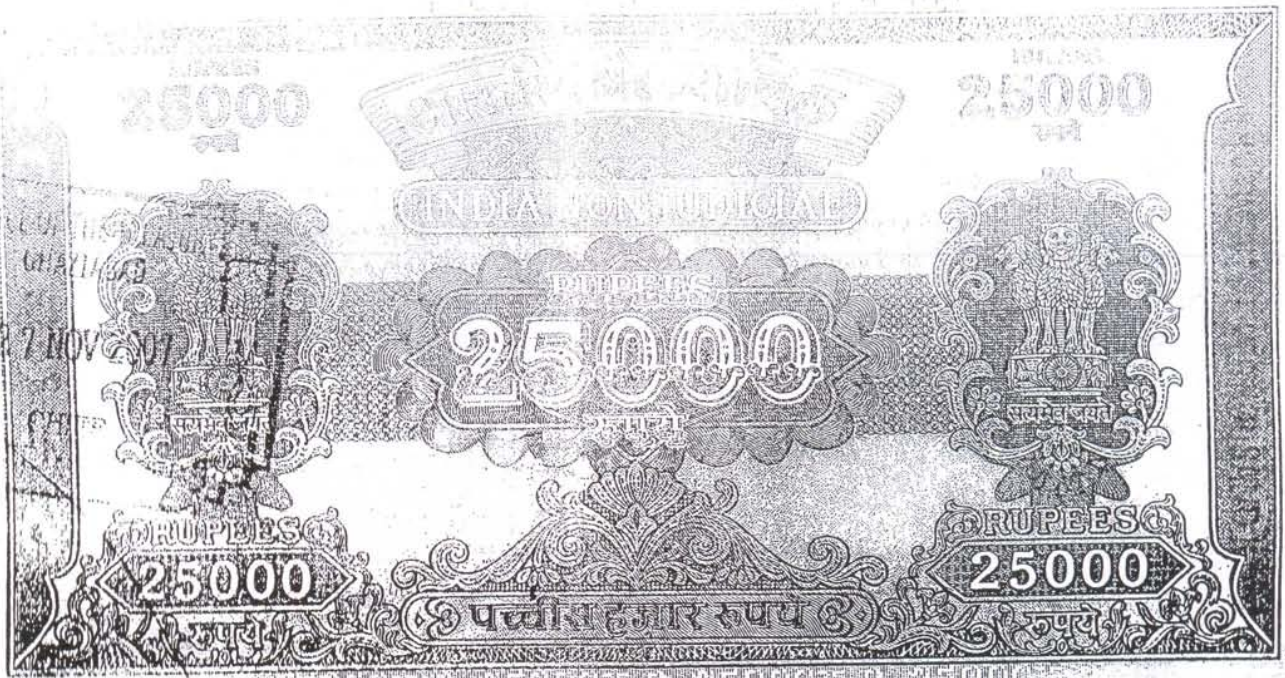
For CROSSINGS INFRASTRUCTURE PVT. LTD.

MKS
DIRECTOR

M. Balaram
DIRECTOR

For ASSOTECH LIMITED

A. K. Sanyal
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उत्तर प्रदेश UTTAR PRADESH

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and scavenging of streets and public utility places and such like services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell /Flat Buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allotees/Flat Buyers/subsequent transferees and the same shall be binding on them jointly and severally.

17. That the building elevation, external colour, scheme, landscaping and other exteriors shall be as per architecture controls approved by the Vendor. However, it shall be the sole responsibility of the Vendee to engage, prepare and make payments for Architectural, Structural,

For CROSSINGS INFRASTRUCTURE PVT. LTD.

MKS
DIRECTOR

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DIRECTOR

For ASSOTECH LIMITED

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Services, Charges, Fees and other Consultancy etc. which may be required for the construction of the said Site.

18. That all services like sewer, storm water drainage, electrical, water, etc. shall be provided up to the boundary of the said Site by the Vendor (after completion and at the time of possession of the flats/apartments to their allottees/flat buyers) and for which the Vendor will charge for the said facilities on account of connection/installation charges etc. at the prevailing rate of the Government /Local Authority and such connection charges as demanded by the Vendor or its nominated agency shall be paid by the Vendee and/or their Allottees/Flat Buyers/subsequent transferees/RWA to the Vendor or its nominated agency and further distribution shall be done by the Vendee at their own cost.

For CROSSINGS INFRASTRUCTURE PVT. LTD.

MKS
DIRECTOR

Abhishek
DIRECTOR

For ASSOTECH LIMITED

A. K. Saini
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उत्तर प्रदेश UTTAR PRADESH

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19. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site to the Vendee.
20. That the parking shall be provided by the Vendee to their Allottees/ Flat Buyers as per the plans sanctioned by the Ghaziabad Development Authority in basement/stilt of the building to be constructed on the said Site.
21. The Vendee shall be entitled to execute the Conveyance/Sale Deed in favour of their Flat Buyers only after obtaining the Occupancy Certificate of the building on the said Site from the Ghaziabad Development Authority.

For CROSSINGS INFRASTRUCTURE PVT. LTD.

NKS
DIRECTOR

DIRECTOR

For ASSOTECH LIMITED

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22. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed on the said Site. The rule/regulation of U. P. Flat Ownership Act, 1975 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
23. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA . The Vendor shall not be liable and responsible for the same.

For CROSSINGS INFRASTRUCTURE PVT. LTD.

MS
DIRECTOR

M. S. Kumar
DIRECTOR

For ASSOTECH LIMITED

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24. The Vendor shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees/Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
25. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site and in the area within the said Site.
26. The Vendee agrees and confirms that all the obligations arising under Performance Agreement executed between the Vendor and the Vendee and this Deed in respect of the said Site and Flats/Apartments to be constructed thereon shall equally be applicable and enforceable against any and all allottee(s), flat buyers, occupiers, tenants/licensees and/or

For CROSSINGS INFRASTRUCTURE PVT. LTD.

MS
DIRECTOR

Chowdhury
DIRECTOR

For ASSOTECH LIMITED

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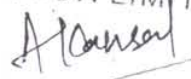
subsequent purchasers/transferees of the Flat(s)/Apartment(s) as the said obligations go with the Flat(s)/Apartment(s) for all intents and purposes and the Vendee assures the Vendor that the Vendee shall take sufficient steps to ensure the performance in this regard.

27. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulation or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
28. The Vendee shall be bound to perform all the terms & conditions, requirements, compliances and commence construction on the said Site

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DIRECTOR

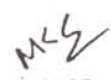
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hereby sold as already agreed by the Vendee under the Performance Agreement and under this Deed and complete the same. In case the Vendee fails to perform all or any of the aforesaid terms & conditions, the Vendor shall be entitled to proceed against the Vendee and/or Allottees/Flat Buyers/Subsequent Transferees/RWA and seek all such remedies against the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA as available to the Vendor according to law.

29. That the Vendor and the Vendee shall be bound by all terms and conditions of the Performance Agreement and this Deed and the same shall be deemed to be incorporated in this Sale Deed and as such form an integral part of this Sale Deed.

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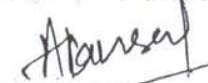
30. The Vendee agrees and undertakes to incorporate all the terms & conditions of the Performance Agreement and this Deed, in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Residential Welfare Association (RWA) jointly and severally.
31. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.

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DIRECTOR


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For ASSOTECH LIMITED

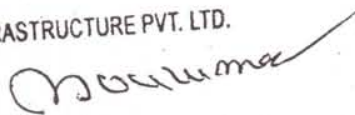

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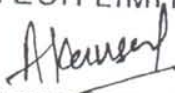
32. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

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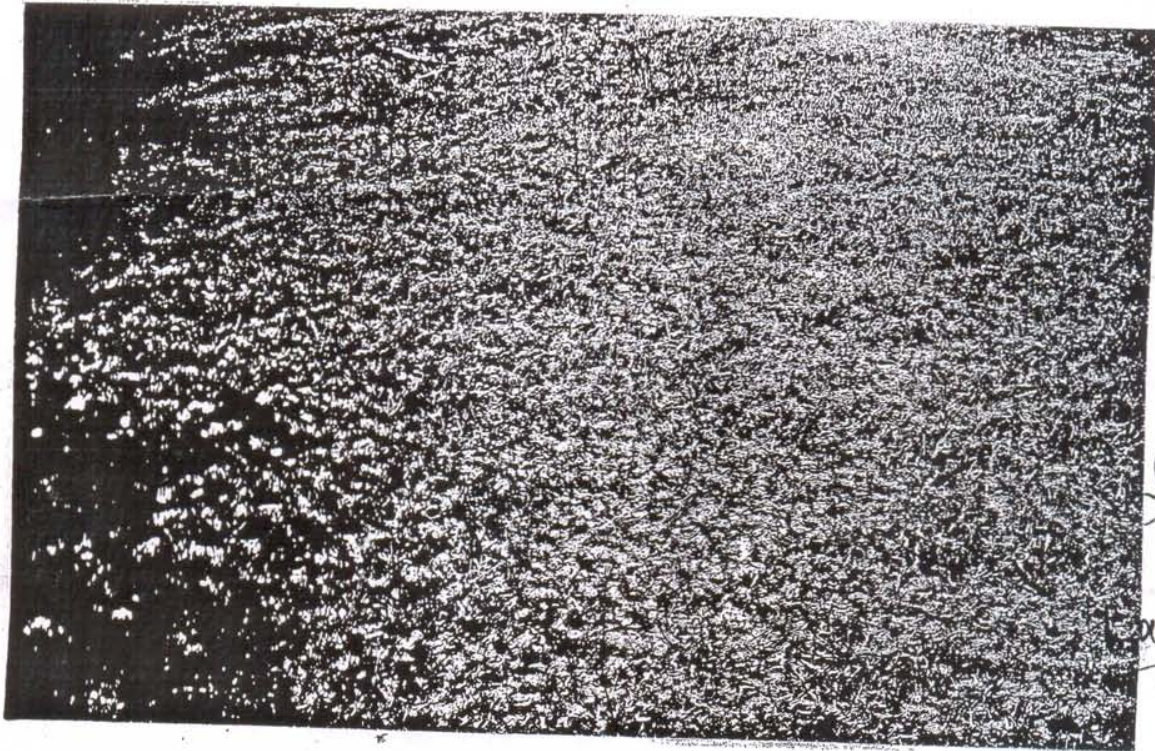

AUTHORISED SIGNATORY

~~Jagveer Singh~~
Document Writer
Tehsil Commission, Allahabad



~~Jagveer Singh~~
Document Writer
Tehsil Commission, Allahabad





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Ansai
RY

For CROSSINGS INFRASTRUCTURE PVT. LTD.

MC
DIRECTOR

Chowdhury
DIRECTOR

For ASSOTECH LIMITED

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