

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिवेशक दादरी गौतम बुद्ध नगर क्रम 2024149119691

आवेदन संख्या : 202400742082432

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-12-12 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अविन कुमार गुप्ता

लेख का प्रकार विक्रय पत्र

प्रतिफल की धनराशि 4000000000 / 4000000000.00

1 . रजिस्ट्रीकरण शुल्क 40000000

2 . प्रतिलिपिकरण शुल्क 140

3 . निरीक्षण या तलाश शुल्क

4 . मुझ्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6 . विविध

7 . यात्रिक भत्ता

1 से 6 तक का योग 40000140

शुल्क वसूल करने का दिनांक 2024-12-12 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र यापस करने के लिए तैयार होगा 2024-12-12 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिवेशक
दादरी, गौतम बुद्ध नगर

INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP96262698193089W

ARVIND GOEL
A.C.C. Code: UP14000504
Contact: +91 9818390870
Tehsil Compound Ghaziabad

e-Stamp

5-6411

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

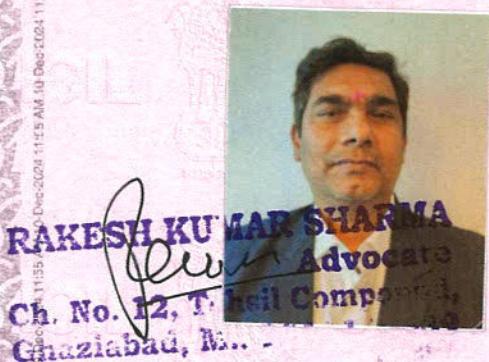
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: 10-Dec-2024 11:55 AM
: NEWIMPACC (SV)/ up14000504/ GHAZIABAD/ UP-GZB
: SUBIN-UPUP1400050486508766550186W
: THEMECOUNTY PVT LTD
: Article 23 Conveyance
: PLOT NO.GH-10 CHERRYWOOD ENCLAVE SECTOR-8 WAVE CITY
: TEHSIL DADRI DIST. GAUTAM BUDDHA NAGAR
: UPPAL CHADHA HI TECH DEVELOPERS PVT LTD
: THEMECOUNTY PVT LTD
: THEMECOUNTY PVT LTD
: 28,00,00,000
(Twenty Eight Crore only)

सत्यमेव जयते

E-STAMP
LOCKED

IN-UP96262698193089W

Please write or type below this line



For Uppal Chadha Hi-Tech Developers Pvt. Ltd.

Nayan
Authorised Signatory



For Themecounty Private Limited

Dinesh Kumar
Authorised Signatory

QE 0020512627

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

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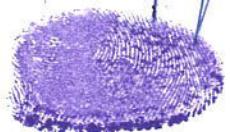
E-Stamp Certificate No. IN-UP96262698193089W
Issued Dated : 10.12.2024

SCHEDULE OF PROPERTY

1. Nature of Property	:	Group Housing Plot
2. Details of Property	:	GH-10, Cherrywood Enclave Sector-8, Wave City, NH 24, Ghaziabad, Revenue Land in Tehsil Dadri, Distt Gautam Buddha Nagar (U.P)
3. Construction/Building exists on Plot	:	No
4. Measurement of Property Area	:	53939.49 Square Meters
5. Status of Road	:	62 Meter Wide Road
6. Total Consideration Value	:	Rs. 4,00,00,00,000/- (Rupees Four Hundred Crore Only)
7. Total Circle Rate	:	Rs. 13200/- Per Square Meter + 5% Corner PLC
8. Park Facing	:	No
9. Two Side Open/Corner	:	Yes
10. Total Value as per Circle Rate	:	Rs. 53,44,08,932/-
11. Stamp Duty Paid	:	Rs. 28,00,00,000/- (Rupees Twenty Eight Crore Only)

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.

Wojan
Authorised Signatory



For Themecounty Private Limited

Authorised Signatory





Stamp Duty is paid as per the Notification vide Order No-SV.K.N.-5-2756/11-2008-500(1165)/2007, Lucknow, dated 30.06.2008 by the Uttar Pradesh Government Institution Finance, Tax & Registration Anubhag-5.

Stamp Duty Rebate					
Slab	Area (Sq. Mtr.)	Circle Rate (13200 + Corner PLC 5%)	Rebate (cl. 3)	Circle Rate	Total Circle Value
0-1000	1000	13860	0%	13860	1,38,60,000.00
1000-2000	1000	13860	10%	12474	1,24,74,000.00
2001-5000	3000	13860	20%	11088	3,32,64,000.00
above 5000	48939.49	13860	30%	9702	47,48,10,932.00
Total	53939.49				53,44,08,932.00

DESCRIPTION OF PROPERTY/SAID PLOT

Group Housing Plot No. GH-10 admeasuring 53,939.49square meters falling in the developed Cherrywood Enclave, Sector -8, Wave City, situated on NH 24, near Ghaziabad, Tehsil Dadri, Distt. Gautam Buddha Nagar, Uttar Pradesh and bounded by:

East	-	56 Meter Wide Road (Proposed)
West	-	62 Meter Wide Road
North	-	Other Plot
South	-	46 Meter Wide Road (Proposed)

For Uppal Chadha Hi-Tech Developers Pvt. Ltd


Authorised Signatory

For Themecounty Private Limited


Authorised Signatory

विक्रय पत्र

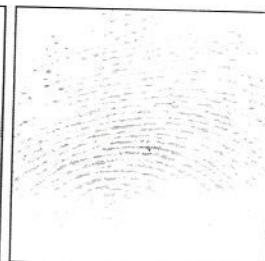
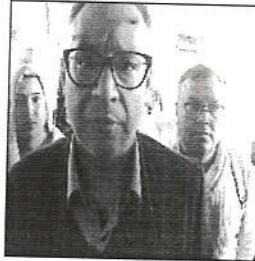
बही सं.: 1

रजिस्ट्रेशन सं.: 66411

वर्ष: 2024

प्रतिफल- 4000000000 स्टाम्प शुल्क- 280000000 बाजारी मूल्य - 4000000000 पंजीकरण शुल्क - 40000000 प्रतिलिपिकरण शुल्क - 140
योग: 40000140

श्री थीम कांटी प्राइवेट लिमिटेड द्वारा
अश्विन कुमार गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री पदम कुमार गुप्ता
व्यवसाय: अन्य 
निवासी: फ्लैट नंबर-1003, टावर-5, ऑरेज कांटी, अहिंसा खंड-1, इंदिरापुरम्,
शिप्रा सन सिटी, गाजियाबाद



श्री, थीम कांटी प्राइवेट लिमिटेड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक
12/12/2024 एवं 04:26:41 PM बजे
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम
उप निबंधक दादरी
गौतम बुद्ध नगर
12/12/2024

इन्द्रा सिंह
निबंधक लिपिक
12/12/2024

प्रिंट करें

CONVEYANCE DEED

THIS CONVEYANCE DEED (the "Deed") is made and executed on this 12th day of December, 2024 at Dadri, Gautam Buddha Nagar, Uttar Pradesh

BY

M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED (PAN- AAACU7200M), a company incorporated under provisions of the Companies Act, 1956 (presently existing under the provisions of Companies Act, 2013), having its Registered Office at Mezzanine Floor, M-4, South Extension Part-II, New Delhi-110049, represented by its authorized signatory **Mr. NARAYAN JEE JHA** (Aadhaar Card No. 5283 3955 0442 & Pan No. AEWPJ6271L) S/o Shri HARERAM JHA, R/o 38-G, Pocket-A3, Mayur Vihar Phase-3, Vasundhara Enclave, East Delhi, Delhi-110096 appointed by virtue of a duly executed Company Board Resolution dated 28.02.2023, (hereinafter referred to as the "Seller/Vendor" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, nominees, administrators, legal/authorized representatives, attorney(ies) and permitted assigns) of **ONE PART**;

IN FAVOUR OF

THEMECOUNTY PRIVATE LIMITED (PAN- AAJCT5443N), a company incorporated and registered under the provisions of the Companies Act, 1956, (presently existing under the provisions of Companies Act, 2013) and having its registered office at 8th Floor, Plot No. 15, Sector 135, Noida, Uttar Pradesh, India - 201305, represented by its authorized signatory, **Mr. ASHWIN KUMAR GUPTA** (Aadhaar Card No. 9590 2477 2664 & Pan No. ADUPG2091C) S/o Shri PADAM KUMAR GUPTA, R/o Flat No.-1003, Tower-5, Orange County, Ahinsa Khand-I, Indirapuram, Shipra Sun City, Ghaziabad, Uttar Pradesh-201014, duly authorized vide board resolution dated 21.10.2024, (hereinafter referred to as the "Purchaser/Vendee" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successor in interest, nominees, legal representatives and attorney(ies), administrators and permitted assigns) of the **OTHER PART**.

The Vendor, and the Vendee are individually referred to as "Party" and collectively referred to as "Parties".

For Themecounty Private Limited

For Uppal Chadha Hi-Tech Developers Pvt. Ltd

Nepp
Authorised Signatory

Devinarayana
Authorised Signatory

बही सं.: 1

रजिस्ट्रेशन सं.: 66411

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1

श्री मेसर्स उप्पल चड्ढा हाई-टेक डेवलपर्स प्राइवेट लिमिटेड के द्वारा नारायण जी झा, पुत्र श्री हरेराम झा
निवासी: 38-जी, पॉकेट-ए3, मयूर विहार फेज-3,
वसुंधरा एन्कलेग, पूर्वी दिल्ली, दिल्ली-110096

व्यवसाय: अन्य

क्रेता: 1

श्री थीम काउंटी प्राइवेट लिमिटेड के द्वारा अधिन कुमार
गुप्ता, पुत्र श्री पदम कुमार गुप्ता

निवासी: फ्लैट नंबर-1003, टावर-5, अरेंज काउंटी,
अहिंसा खंड-1, इंदिरापुरम, शिपा सन्न सिटी,
गाजियाबाद

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री रोशन लाल, पुत्र श्री अशोक कुमार

निवासी: 466ए कमला कवाटर गाजियाबाद

व्यवसाय: अन्य

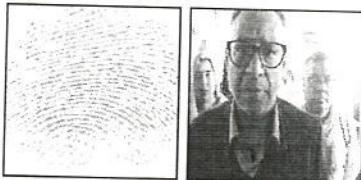
पहचानकर्ता: 2

श्री अजय कुमार झा, पुत्र श्री गोपी कांत झा

निवासी: फ्लैट नंबर-1873, टावर-1, गौड़ सिटी, प्लॉट
नंबर GH-01, सेक्टर-4, ग्रेटर नोएडा वेस्ट, गौतम बुद्ध
नगर

व्यवसाय: अन्य

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए भए हैं।
टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम

उप निवंधक: दादरी

गौतम बुद्ध नगर

12/12/2024

इन्द्रा सिंह
निवंधक लिपिक गौतम बुद्ध नगर
12/12/2024

प्रिंट करें

WHEREAS, the Housing & Urban Planning Department, Government of Uttar Pradesh keeping in view the mandates of the National and State Housing Policies announced a Hi-Tech Township Policy as issued and notified by Government Order No. 3189/Eight-1-07-34-Vividh/03, dated 16th August, 2007, and subsequently revised by Government Order No. 3872/Eight-1-07-34-Vividh/03, dated 17th September, 2007 and Government Order No. 4916/Eight-1-07-34-Vividh/03, dated 27th August, 2008, which were issued in continuation of Hi-Tech Township Policy-2003 announced by Government of Uttar Pradesh vide Government Order No. 6087(1)/9-Aa-1-2003-34-Vividh/03, dated 22th November 2003, to be known as the (hereinafter collectively referred to as "**Hi-Tech Township Policy**") to promote and facilitate private sector participation in the development of Hi-Tech Townships with world class infrastructure and for which it invited the proposals for development of Hi-Tech Township in the State of Uttar Pradesh.

AND WHEREAS the High Power Committee was duly constituted by the Government of Uttar Pradesh for selection of developers and that the committee thereby selected the Consortium of **M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED** (i.e., the Seller/Vendor herein) for the development of the Hi-Tech Township at the location on National Highway 24 near the town Ghaziabad in the State of Uttar Pradesh (the "**Hi-Tech Township**"), and granted License dated 21.05.2005 bearing No. 2712-8/1-05 ("**License**") to the Vendor for development of the Hi-Tech Township.

AND WHEREAS in terms of the Hi-Tech Township Policy, a Memorandum of Understanding dated 30.11.2005, which was further amended/revised vide revised/amended MOU dated 17.02.2010 were signed between Ghaziabad Development Authority ("**GDA**") and the Vendor. The Vendor accordingly submitted the Detailed Project Report and subsequently revised Detailed Project Report dated 21.09.2010 (hereinafter collectively referred to as "**DPR**") before GDA for approval.

For Uppal Chadha Hi-Tech Developers Pvt. Ltd


Nayan
Authorised Signatory

For Themecounty Private Limited


Rakesh
Authorised Signatory



AND WHEREAS the said DPR for the entire Hi-Tech Township submitted by the Vendor was approved by the GDA, comprising of approximately 4196 Acres of land ("DPR Land"). Further, the detailed Layout Plan of the DPR Land was approved by GDA and in pursuance to which a revised Development Agreement dated 09.10.2024 was signed between GDA and the Vendor in terms of the Hi-Tech Township Policy of the Uttar Pradesh Government.

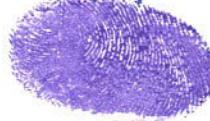
AND WHEREAS the Vendor is developing the Hi-Tech Township located on NH-24, near Ghaziabad, Uttar Pradesh, under the name and style of "WAVE CITY" on the DPR Land (hereinafter referred to as "Township") and allotted the plots of different sizes to the prospective purchaser(s). In terms of Hi-Tech Township Policy and as a part and parcel of the said Township, the Vendor is in process of developing plots for group housing usage on land earmarked for such use as per the layout plan dated 10.10.2024, bearing No. 1503/M.P/2024-25/Zone-5 approved by GDA.

AND WHEREAS, the Vendor represents that it is the sole, exclusive and absolute owner of the Group Housing Plot admeasuring 53,939.49Sq. Mtrs. bearing Plot No. GH-10, in Cherrywood Enclave, Sector- 8, in Wave City, NH-24, near Ghaziabad, Uttar Pradesh, more particularly detailed under **Schedule I** herein, having permissible Floor Area Ratio (FAR) of 3.50 as per the approved Master Plan of the said Township (hereinafter collectively referred to as "Said Plot").

AND WHEREAS, the Vendor represents that GDA has already approved the lay-out of Cherrywood Enclave, Sector-8 in Wave City, NH-24, near Ghaziabad, Uttar Pradesh vide letter dated 10.10.2024 bearing No. 1503/M.P/2024-25/Zone-5, forming part of the said Township, wherein the Said Plot is situated. The Said Plot is more particularly described in **Schedule-I** hereto.

AND WHEREAS, the Vendor represents that it has the exclusive right, title and interest in the Said Plot and to deal with the said rights, title and interest in any manner it may deem appropriate without any hindrance or impediment.

For Uppal Chadna Hi-Tech Developers Pvt. Ltd.


Wajid
Authorised Signatory


For Themecounty Private Limited


Devarman
Authorised Signatory




AND WHEREAS, the Vendor represents that it has been in continuous possession of the entire Said Plot, and there are no encumbrances or encroachments on the Said Plot, and the Vendor has complied with all applicable laws in relation to the Said Plot.

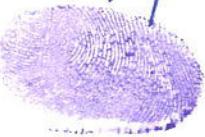
WHEREAS the Vendee after inspecting, checking and verifying all the records and documents which has been provided by the Vendor pertaining to the Said Plot and after carrying out the due diligence of the Said Plot and having satisfied itself with the same, agreed to purchase the Said Plot. The Vendee has also satisfied itself with the calculation of demarcated area of the Said Plot.

AND WHEREAS, relying upon the various representations and warranties of the Vendor, the Vendee has agreed to purchase the Said Plot, and subsequently the Said Plot was allotted by the Vendor to the Vendee and thereafter the Parties had also entered into an Agreement to Sell dated 20.11.2024 (hereinafter referred to as the "Agreement to Sell"), whereby the said Vendor had upon the request of the Vendee agreed to sell the Said Plot, i.e., Plot bearing No. GH-10, admeasuring 53939.49Square Meters, in Cherrywood Enclave, Sector- 8, Wave City, NH- 24, near Ghaziabad, Tehsil Dadri, Distt Gautam Buddha Nagar (U.P) from the Vendor for total consideration amounting to Rs. 400,00,00,000/- (Rupees Four Hundred Crores Only) ("Total Sale Consideration")as per the terms & conditions stipulated in the Agreement to Sell.

AND WHEREAS, the Vendee has already paid the amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only)out of the Total Sale Consideration of Rs. 400,00,00,000/-,inclusive of the total TDS deposited for the amount of Rs. 4,00,00,000/- (Rupees Four Crores Only), i.e., (a) Rs.80,00,000/-by challan number 00563dated21.11.2024 with BSR code0260001, and (b)Rs.3,20,00,000/- by challan number 03710 dated 05.12.2024 with BSR code 0260001,towards the purchase of the Said Plot prior to execution of this Conveyance Deed, receipt of which the Vendor hereby duly accepts and acknowledges; and balance amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only), has been paid by the Vendee through the Cheques as detailed under **Schedule- II** hereto, simultaneously to the execution of this Conveyance Deed.

For Uppai Chaura Hi-Tech Developers Pvt. Ltd.


Authorised Signatory



For Themecounty Private Limited


Authorised Signatory





AND WHEREAS Vendor shall continue to have reasonable control over the Said Plot until the Vendee has paid the entire amount of Total Sale Consideration as per the aforesaid Cheques. In case of dishonor of any aforesaid Cheques, Vendor shall serve notice to Vendee of 60 days to cure the default and make the payment, however if the Vendee does not make the payment within 60 days, interest at the rate of 12% (Twelve Percent) per annum will be levied by the Vendor and the same shall be calculated on the unpaid amount from the due date until the actual date of payment.

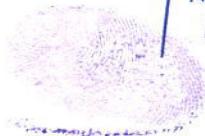
AND WHEREAS the Vendor is well and sufficiently entitled to sell the Said Plot and no one besides the Vendor has any interest, right, title or claim of any kind in the Said Plot and the Said Plot is free from all encumbrances and the Vendor holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the Said Plot. Accordingly, this Conveyance Deed is executed by the Vendor to transfer and convey absolute right, title, interest in respect of the Said Plot in favour of the Vendee.

NOW, THEREFORE, THIS DEED OF ABSOLUTE CONVEYANCE WITNESSETH AS UNDER:

1. That in pursuance of the agreed terms and conditions between the Parties, the Vendor doth hereby admits and acknowledges, the Vendor do hereby absolutely and irrevocably sell, assure, convey, grant, transfer, assign, grant by way of absolute conveyance completely and absolutely all its rights, title and interests in the Said Plot, i.e. Plot No. GH-10, admeasuring 53939.49Square Meters falling in Cherrywood Enclave, Sector- 8, Wave City, NH- 24, near Ghaziabad, Tehsil Dadri, Distt -Gautam Buddha Nagar, Uttar Pradesh, together with available FAR of 3.50, along with right to use all ways, paths, passages, privileges and easements appurtenant thereto unto the Vendee to possess and to enjoy the Said Plot and all it's right, title and interest, to have and hold the same absolutely and forever free from all encumbrances, encroachments, mortgages, charges, third party rights, trust, liens, lies pendens, claims and demands whatsoever. The Said Plot is shown with Black colour in the sketch Map/Site Plan attached herewith and marked as Annexure - A.

For Uppal Chadha Hi-Tech Developers Pvt. Ltd

N. P. R.
Authorised Signatory



For Themecounty Private Limited

Devinawar.
Authorised Signatory





2. That the Vendor is full-fledged and lawful owner of the Said Plot and is fully competent and entitled to execute and get registered this Conveyance Deed in favour of the Vendee and to confer a clear and marketable title in respect thereof in favour of the Vendee. The title of the Vendor is free from all types of encumbrances, mortgages, charges, liens, acquisition proceedings, charges, third party rights, taxes, restraint orders, recovery attachment etc. and no litigation whatsoever is pending in respect of the Said Plot before any Court or Authority.
3. The Parties herein agree that Total Sale Consideration is an all-inclusive price for the Said Plot, under this Deed and will not be subject to any variation. The Total Sale Consideration includes but not limited to the following:
 - (a) Sale, conveyance and transfer of Said Plot together with available FAR of 3.50 in favour of the Vendee; and
 - (b) All fees and charges (including EDC/ IDC) payable on account of Said Plot to GDA and/or any other governmental authority; and
 - (c) All costs and expenses for carrying out of peripheral infrastructural development around the Said Plot; and
 - (d) Any/all taxes payable under applicable laws, and all other charges, costs and payments pertaining to the Said Plot.
4. That the Vendee agree(s) that terms and conditions contained in the MOU entered between the Vendor and the Government of Uttar Pradesh and the other terms and conditions of the Hi-Tech Township Policy will be applicable on the Said Plot transferred to the Vendee. That the Vendor on this day has delivered actual, physical and vacant possession of the Said Plot to the Vendee free from any encroachments, absolutely and forever and the same is acknowledged by the Vendee. The Vendor has completed all development works in the Said Plot to fulfill their responsibility and obligations as per the approved Layout Plan/Sanction Letter of the GDA. Prior to taking possession of the Said Plot, the Vendee has checked and inspected all the development

For Uppal Uraona Hi-Tech Developers Pvt. Ltd.


Authorised Signatory

For Themecounty Private Limited


Authorised Signatory



works carried out by the Vendor. Once the Vendee takes possession of the Said Plot, no complaint regarding development work or area/size shall be entertained by the Vendor with respect to Said Plot. That the Vendor has further assured the Vendee that it shall be lawful for the Vendee for all times to enter into, to occupy and enjoy ownership & possession of the Said Plot without any hindrance, interruption, disturbances, claims or demands from the Vendor or any person claiming under or through the Vendor but subject to terms, conditions, stipulations contained in this Deed.

5. The Vendor has handover all the true self attested true copy of original title deeds and chain documents of the Said Plot (including but not limited to original sale deed of Khasra No. 344 as per the prevalent buy-laws, revenue records, approvals, license, and other documents, etc.) to the Vendee at the time of execution of this Conveyance Deed.
6. That the Vendee from the date of possession of the Said Plot shall be liable to pay the property tax, water tax and sewerage tax and such other taxes or any other future tax or any other fees, cess or taxes of all and any kind by whatever name called, levy of proportionate development charges as and when levied by the Local Authority/Body under the prevailing law and rules of the land. These taxes, fees, cess etc., shall be paid by the Vendee irrespective of the fact whether the maintenance is carried out by the Vendor or its nominees whether levied retrospectively or prospectively.
7. That, the Vendee shall be bound to start construction on the 'Said Plot' allotted to the Vendee, after getting the plans sanctioned from the competent authority at its own cost and expenses and abide by the terms set forth within the Guidelines for Group Housing Construction (hereinafter referred as "**Construction Guidelines**"). Vendee shall commence construction upon the Said Plot within 1 (One) year from the date of RERA registration of the project proposed to be developed by the Vendee on the Said Plot ("**Proposed Project**"), and complete the construction of Proposed Project as per the timelines submitted before the Hon'ble Uttar Pradesh Real Estate Regulatory

For Uppai Chauna Hi-Tech Developers Pvt. Ltd


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For Themecounty Private Limited


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Authority ("UP RERA"), failing which the Vendee shall be liable to pay such penalty and or may suffer any other consequences as may be decided by UP RERA from time to time. Also, it is mutually agreed between Vendor and the Vendee that the Vendee shall use the Said Plot for development of group housing project with commercial components only and shall not carry out any prohibited activities.

8. That the Vendee hereby specifically agrees with the Vendor that the conveyance of the Said Plot in favor of the Vendee shall be subject to strict compliance of all the conditions mentioned in the Hi-Tech Township Policy, Development Agreements, bye-laws of the GDA or any other competent authority and Building Bye Laws, Rules, notifications, enactments of the competent authority and guidelines that may be framed by the Government / GDA or any other competent local authority for occupation and use of the Said Plot. If the delay is caused by the Vendee and thus leading to imposition of penalty by GDA or any such delay interferes/hinders with the procurement of Occupation/Completion Certificate of the said Township or any part thereof or leads to violation of any of the condition of Hi-Tech Township Policy, notifications, govt. orders, bye-laws, Development Agreements executed by the Vendor with Govt. of U.P. or any other competent authority, then the Vendor and/or competent authority shall have the right to take any action as per applicable law and/or may also impose penalty in this regard.
9. It is understood by the Vendee that it shall not be permitted to relinquish the Said Plot or any part thereof or sub-divide the Said Plot into segments and sell the same in favour of a third party, until entire payment of Total Sale Consideration is received by the Vendor. The Vendee is strictly required to commence construction upon the Said Plot within 1 (one) year from the date of RERA registration of the Proposed Project and raise the said construction in accordance with the established and applicable laws, bye laws, rules and regulations and in compliance of the layout plans approved by the competent authorities. It is explicitly agreed between the Parties that the Vendee shall independently obtain necessary statutory approvals, including but not limited to, it's separate Environmental Clearance (EC), Consent to Establish (CTE) and Consent to Operate (CTO) from the respective authorities.

For Uppa Shouna Hi-Tech Developers Pvt. Ltd.


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For Themecounty Private Limited

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Authorised Signatory



10. That Said Plot shall always be used for group housing purposes only, any change or deviation in the specified use, which is not in consonance with the terms and conditions as approved by GDA /local authority, shall not be permitted. In case Vendee opts for purchasable FAR on the Said Plot, then the Vendor being the master developer of the Township shall provide all the assistance as required by the Vendee for sanctioned of the maps, further Vendor being the master developer of Township has already obtained the Height NOC, Environmental NOC, Pollution NOC at the Township level, so it has been agreed between both the Parties that these NOC's can be used by the Vendee at city level (if required) of the said plot not at the project level.
11. That the Vendee hereinafter shall became the sole, absolute and lawful owner and in possession of the Said Plot by virtue of the present Conveyance Deed and shall have the absolute and complete rights to hold, use, enjoy and transfer the Said Plot, in any manner without any hindrance, claims or demands whatsoever from the Vendor or from any other person claiming under or through it. The Vendee shall have absolute right to develop, construct, sale, market, transfer, mortgage, the Said Plot or create any kind of encumbrance on the Said Plot. If required by the Vendee, the Vendor shall provide all assistance and requisite No Objection Certificate and/ or permission to mortgage, to such Banks and financial Institutions from which Vendee has applied for financial assistance/loan.
12. That the Vendor doth hereby covenants with the Vendee that all dues, demands, taxes, charges, duties, liabilities, has been cleared upto the present date of execution of this Deed and Vendee undertakes that hereinafter and in future the Vendee shall be liable and responsible to clear any and all dues, demands, taxes, charges, duties, liabilities in respect of the Said Plot or any part thereof.
13. All the fees, costs and expenses in relation to the Said Plot including but not limited to government dues and taxes, External and Internal Development Charges, etc. prior to the date of registration of the Conveyance Deed has been duly paid by the Vendor up to the date. It is provided herein for the sake of clarity that all liabilities in relation to the Said Plot pertaining to the said period (i.e., for the period prior to the registration of the Conveyance Deed in favour of Vendee) shall be borne and paid by the Vendor irrespective of when it arises.

For the account of Private Limited

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory


Authorised Signatory



14. That the Vendee gives its consent to enter into a separate Maintenance Agreement with the Vendor or its nominated Maintenance Agency as and when demanded by the Vendor or its nominated Agency and the Vendee agrees to abide by all the terms and conditions as laid down in the said Maintenance Agreement. The decision of the Vendor or the Maintenance Agency in respect of cost of maintenance will be final and binding on the Vendee. The Vendee undertakes to pay promptly without any reminders all bills and charges as may be raised by the Maintenance Agency from time to time. The Vendee hereby assures the Vendor that the Vendee shall not withhold, refuse or delay the payment of maintenance bills raised by the Maintenance Agency for any reason whatsoever.

15. That the Vendee further agrees that they shall have no right, title or interest of any kind whatsoever in any other land, buildings, common areas, facilities and amenities falling outside the Said Plot (except for the purposes of a direct exit to nearest public street, nearest road only). It is further agreed that such common areas, facilities shall remain indivisible and the Vendee or any other person claiming through them shall not be entitled to bring any action for partition or division of the said common area(s) and facilities or any part thereof.

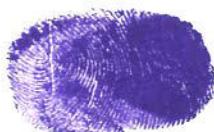
16. REPRESENTATIONS AND WARRANTIES

The Vendor hereby assures, represents, warrants and declares that:

- (a) The Vendor has the power and the authority to enter into and perform its obligations under this Deed in accordance with the terms hereof;
- (b) Neither the execution and, delivery of this Deed conveying the Said Plot in the manner contemplated herein, nor the fulfilment of, or compliance with the terms and conditions of this Deed shall be in violation of (i) any applicable laws or regulation (including order of any governmental authority or court or tribunal) to which the Vendor is subject to, and/or (ii) any other deed, document or agreement to which the Vendor is party to;

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Wajid
Authorised Signatory



For Themecounty Private Limited


Devinderjeet
Authorised Signatory

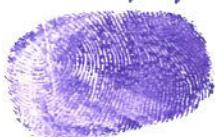




- (c) The Vendor is the absolute owner of the Said Plot, and the name of the Vendor is shown in the revenue records and records of GDA/Ghaziabad Nagar Nigam as the owner of the Said Plot and has been in continuous and exclusive possession of the same and no person other than the Vendor has any right (legal or beneficial), claim, interest or demand whatsoever to or in respect of the Said Plot.
- (d) The Said Plot is free from all sorts of encumbrances which shall mean and include (but not limited to) prior sale, gift, mortgages, disputes, claims, litigations, encroachments, charges, award, interest, notices, demands, orders, judgments, exchange, notifications, pledge, assignment, hypothecation, security interest, title retention, preferential right, acquisition, requisition, attachment in the decree of any court, lien, court injunction, notices, claims, demands, will, trust, exchange, lease, loan, surety, security, stay order, prior agreement to sell, third party rights, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or in respect to any insurance policy etc., and there is no defect in the title of the ownership of the Vendor. There is no restriction of any manner whatsoever for the transfer of Said Plot under applicable laws.
- (e) Neither the Vendor nor any of its shareholders/ directors/ representatives/ nominees/ assigns, etc. are party to any agreement or has otherwise granted or promised any third party the right for the sale, estate contract, option, right or pre-emption or similar matter whereby any third party has a contractual right or obligation to acquire or interest in the Said Plot or any part thereof.
- (f) The Said Plot or any part thereof is not affected by any notice of acquisition or re-acquisition and there are no proceedings pending or initiated against the Vendor under the provisions of taxation laws as prevailing on the date or any other law in force of similar nature.

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.

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Authorised Signatory



For Themecounty Private Limited

Palimkar
Authorised Signatory





- (g) The Said Plot is not the subject matter of any suit, attachment, acquisition or court proceedings, and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, dues, notices and/or acquisitions pending against the Said Plot under any prevailing land acquisition laws in India and the Vendor is not aware of proceedings or circumstances likely to give rise to the same.
- (h) There are no easement rights created under any document or by any covenant or by prescription in respect of and/ or upon Said Plot or any part thereof.
- (i) The Vendor has paid all revenue/taxes, property taxes, etc. payable in respect of the Said Plot till the date of this Deed. Further, the Said Plot is not subject to any outstanding liability for the payment of any outgoings of a recurring nature except urban land tax, income tax, property tax, water tax, sewerage tax and other local or municipal charges and all such outgoings are paid up to date and none is in dispute. There are no recovery proceedings, acquisition, caution, restriction or notice against Said Plot.
- (j) There is no order of attachment by the income tax authority (ies) or any other authority(ies) under the law for the time being in force.
- (k) There are no tenants (protected, permanent or otherwise) or trespassers on the Said Plot or any part thereof.
- (l) The Said Plot has not been used for the dumping of cement/iron construction material. Further, the Vendor has complied with all environmental laws prevalent at the time in respect of the Said Plot.
- (m) The Vendor represents that there is no public notice or intimation or knowledge of any plans, past or as on this date of any railway lines/ Metro Lines, Highways, etc. to pass through Said Plot.
- (n) The Vendor is and has remained compliant with the extant exchange control laws of India with respect to the Said Plot and all applicable laws.
- (o) That the Vendor has a clear, good and marketable title of the Said Plot.
- (p) The Said Plot is neither the subject matter of any HUF (Hindu Undivided Family) nor does it belong to a joint Hindu family, and no part of the Said Group Housing Plot is owned by any minor and/ or no minor has any right, title, interest and claim or concern of any nature whatsoever with the Said Plot.

For Themecounty Private Limited

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Nafisa
Authorised Signatory


Devendra
Authorised Signatory



- (q) There are no drains, sewers, cables, water pipes, gas pipes, high tension cables/wires passing through or over the Said Plot.
- (r) That there are no revenue roads in the Said Plot.
- (s) The Said Plot has adequate access from the main road.
- (t) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, disputes, litigations, actions or governmental investigations of any nature pending or threatened with notice against or with respect to the Said Plot.
- (u) No notices, letters or any other communications of any nature whatsoever have been received from any government authority in respect of (i) re-entry into the Said Plot; or (ii) for cancellation of the license/approval of the Township; or (iii) for any breach of the terms and conditions of the MOUs and Development Agreements executed with GDA; or (iv) for any breach of the terms and conditions of the License, or approvals of the Township, or rules and regulations of the concerned Government authorities; or (v) any other matter, which may adversely affect the entitlement of Vendor to peaceful possession, usage and enjoyment of the same in any manner whatsoever.
- (v) All electricity charges, water charges or any other charges, fees, cess or taxes, duties, dues, demands, liabilities and outgoing charges if any, shall be paid and borne by the Vendor up to the date of the registration of this Deed and thereafter the same shall be borne and paid by the Vendee. However, if the payments in respect of any such charges, dues, taxes and similar levies including any demands of GDA, Ghaziabad Nagar Nigam, etc. are settled by the Vendee after the registration of the Conveyance Deed, then for all the amounts paid by the Vendee, Vendee shall raise a demand to that effect upon the Vendor and Vendor shall be obliged to pay the said amount to the Vendee within seven (7) days of the receipt of the demand.
- (w) The Vendor represents and warrants that each of the Representations and Warranties provided in this Deed are true, accurate, complete and not misleading as on this date. Each of the Representation and Warranty are separate and independent and shall be treated as qualified by any actual knowledge disclosed in writing by the Vendor to the Vendee, its representatives, officers, employees, advisers.

For Uppal Chadha Hi-Tech Developers Pvt Ltd.

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Authorised Signatory

For Themecounty Private Limited

Authorised Signatory



17. The Vendee further acknowledges that the Vendor shall be carrying out extensive development/construction activities for many years in future in the entire area falling within/outside the Township in which the Said Plot is located and the Vendee agrees not to raise any objections or make any claims or default in any payments as demanded by the Vendor on account of inconvenience, if any, which may be suffered by the Vendee due to such development/ construction activities.
18. It is further agreed by the Vendee that the Vendor shall have the absolute authority to deal in any manner with all lands (except the Said Plot), facilities and amenities as mentioned above including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi government, any other authority, body, any person, institution, trust or any other local body which the Vendor may deem fit.
19. That the Vendor undertakes to have the Said Plot mutated in favour of the Vendee in the revenue records and in the records of GDA/Ghaziabad Nagar Nigam at the cost of Vendee, otherwise, the Vendee can also get the Said Plot mutated in its own name in the records of the concerned authority/body, revenue records on the basis of this Conveyance Deed or its certified true copy. The Vendor shall provide all due co-operation and assistance to the Vendee in this regard and execute all such documents which may be required/requested by the Vendee for the furtherance of the same. The Vendor also assures the Vendee to be physically present at any governmental offices/ departments to give effect to the mutation.
20. The Vendor further assures and promises to the Vendee that if any of the previous documents/writings in the revenue record is challenged by any person due to any reason, the Vendor shall assist the Vendee to defend the same and in case the Vendee suffers any loss then the Vendor shall make good the losses that may be suffered by the Vendee in this regard.

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory



For Themecounty Private Limited


Authorised Signatory





21. That the Vendee shall abide by all laws, byelaws, rules and regulations, notifications of competent authority, statutory authorities and the laws of the land as applicable to the Said Plot and shall also be responsible for all deviations, violations or breach or any of the conditions of prevailing law, byelaws, rules and regulations. The Vendee also undertakes to remain bound by all the terms and conditions stipulated in the Maintenance Agreement to be executed between the Vendee and the Vendor, at any time after execution of this Conveyance Deed.
22. The Vendee shall not do or suffer anything to be done in or around the Said Plot which may tend to cause damage to the adjacent plots or in any manner interfere with the use thereof or of spaces, passages, amenities and areas available for common use by all the residents. The Vendee hereby indemnifies the Vendor against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible.

23. INDEMNITY

Notwithstanding and irrespective of the verification of documents and due diligence carried out by the Vendee as mentioned in recitals, the Vendor shall indemnify and hold harmless the Vendee including its directors and shareholders, against and from all claims, damages, losses and expenses (including reasonable legal fees and expenses) incurred by the aforesaid persons in respect of:

- (a) Any defect in the title of the Said Plot and/or any mortgage, charge, lien or encumbrance on the Said Plot.
- (b) Any non-compliance of applicable laws including any non-compliance of the terms of GDA, Hi-Tech Township Policy, and/or License issued by GDA for Township, or exchange control laws, which may result in attachment to any portion of the Said Plot.
- (c) Any of the declarations or representations made by the Vendor in this Deed being found to be false, untrue and/or misleading in any manner whatsoever.

For Themecounty Private Limited

R. Srinivasan
Authorised Signatory

For Uppal Chaona Hi-Tech Developers Pvt. Ltd.

Wojciech
Authorised Signatory





- (d) The Vendor has suppressed or concealed any facts, documents or information from the Vendee with respect to the Said Plot.

The Vendee shall indemnify and hold harmless the Vendor including its directors and shareholders, against and from all claims, damages, losses and expenses (including reasonable legal fees and expenses) incurred by the aforesaid persons in respect of;

- (a) Any dispute arising out of or touching upon or in relation to construction, sale, marketing, advertisement and other incidental matters thereto, between a third party [subsequent buyers] of the Proposed Project and the Vendee herein. The Vendee hereby expressly agrees to indemnify and keep the Vendor indemnified at all times from any and all the claims, disputes, counterclaims, demands, by any third party on account of a default, negligent act, conduct, errors or omissions on the part of the Vendee or the breach of any of its obligations stated hereunder.
- (b) any damage caused owing to violation of the Construction Guidelines. It is expressly agreed by the Vendee that in case of any damages caused to the property or premises of Township resulting from a violation/negligence of the Construction Guidelines, the Vendee shall be liable to rectify the said damage at the earliest possible opportunity and upon its failure to do so, the Company shall rectify the damage at the cost of the Vendee.
- (c) any and all damages caused to the Vendor on account of violation of RERA Act and Rules, in relation to advertisement, promotion or marketing activities of the Vendee for the Proposed Project and the Vendee shall compensate the Vendor within 30 days from the date of such damage caused for all matters connected and incidental to the Proposed Project.

For Uppan Unadha Hi-Tech Developers Pvt. Ltd


N. S. Naveen
Authorised Signatory



For Themecounty Private Limited


D. Venkatesan
Authorised Signatory





24. The cost of stamp duty, registration charges and other incidental charges and expenses in relation to this Conveyance Deed has been borne and paid by the Vendee. Any deficiency in stamp duty (if any) as may be determined by the Sub-Registrar/concerned Authority along with consequent penalties /deficiencies as may be levied in respect of the Said Plot being conveyed by this Deed shall also be borne by the Vendee exclusively.

25. That the Parties have executed this Deed with full knowledge and subject to all the laws, notifications and rules applicable in the area from time to time.

26. That the Vendee shall raise construction on the Said Plot strictly in accordance with bye-laws and as per the plan approved by the GDA and/or other competent authority. Vendee shall strictly follow the Construction Guidelines approved by the competent authority. In the event of any violation of the Building Plan or bye-laws of Government of Uttar Pradesh by the Vendee, the Vendee shall have no claim or right to seek any compensation for such acts or omissions from the Vendor and shall be liable to pay/ make good the cost/penalty incurred by the Vendor.

27. That in case any provision of this Conveyance Deed is determined to be void or unenforceable under any applicable law, such provision shall be deemed to be amended or deleted in so far same is inconsistent with statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.

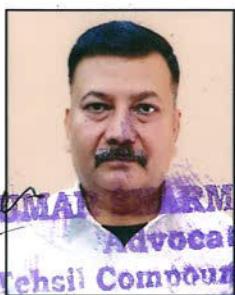
28. That the Vendee agrees and confirms that all obligations arising by virtue of this Deed in respect of Said Plot being the subject matter of this Deed shall be equally applicable and enforceable against any or all occupiers, tenants, licensees and/or subsequent purchasers/vendee(s) of the Said Plot. The Vendee undertakes to make all efforts to ensure that its successors-in-interest continues to perform various obligations liable to be performed in terms of this Deed. The Parties also confirm that they have clearly understood each and every clause/covenant of the Conveyance Deed and respective legal implications thereon and have also clearly understood their respective obligations and liabilities. The Vendee further undertake not to do anything or

For Uppal Chaona Hi-Tech Developers Pvt. Ltd.

Nagesh
Authorised Signatory


For Themecounty Private Limited

Prashant
Authorised Signatory

Rakesh Kumar Sharma
RAKESH KUMAR SHARMA
Advocate
Ch. No. 12, Tehsil Compound
Ghaziabad, Uttar Pradesh



Rakesh Kumar Sharma
RAKESH KUMAR SHARMA
Advocate
Ch. No. 12, Tehsil Compound
Ghaziabad, Uttar Pradesh

shall not use the Said Plot being the subject matter of this Deed in a manner which may cause any nuisance, annoyance or obstruction or hindrance to the other owners/occupants in the said Township or is immoral or illegal. Also, the Vendee shall not keep any hazardous, explosive, inflammable chemicals/material etc., which violates the bye-laws applicable to the Said Plot.

29. This Conveyance Deed shall be governed by the laws of India. The courts of Uttar Pradesh shall have exclusive jurisdiction over the dispute arising out of the present Deed.

IN WITNESSES WHEREOF, the Parties have executed this Conveyance Deed on the place, day, month and year first above written in the presence of the following witnesses:

Signed and delivered by within named "VENDOR: UPPAL-CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED". Signature : Name : <i>Wajid</i> Designation : <i>For Uppal Chadha Hi-Tech Developers Pvt. Ltd.</i> <i>Wajid</i> Authorised Signatory	Signed and delivered by within named "VENDEE:THEMECOUNTY PRIVATE LIMITED". Signature : <i>Ashwin</i> Name : Ashwin Kumar Gupta Designation : Authorised Signatory <i>Ashwin</i> Authorised Signatory
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Witnesses:

1. Mr. AJAY KUMAR JHA
S/o Shri GOPI KANT JHA
R/o Flat No.-1873, Tower-I, 7th Avenue,
Gaur City, Plot No. GH-01, Sector-4,
Gr. Noida West, Gautam Buddha Nagar, U.P.-201301.
Aadhaar No.-6991 7408 4481

2.

Roshan Lal
ROSHAN LAL S/O ASHOK KUMAR
R/o-466A, Kamla Quatter, GZB.
Voter I.D.-FVX5733951

DRAFTED BY :-
RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, CHAMBER No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.).
Mob. No : 9811112539, 9811112439



SCHEDULE- IDetailed Description of Said Plot

Village - Duryai & Kachera (GH-10 Area-53939.49 sqm.)				
S No.	Village Name	Khasra No.	Total Area (sq.m.)	Purchased GH-10 Plot Area (sqm.)
1	Duryai	342	3240.00	420.90
2	Duryai	343	13810.00	2748.61
3	Duryai	344	19770.00	19770.00
4	Duryai	345	14680.00	6066.80
5	Duryai	346	720.00	552.60
6	Duryai	347	310.00	103.16
7	Duryai	348	27490.00	21704.82
8	Kachera	200	1560.00	124.55
9	Kachera	225	1680.00	23.80
10	Kachera	226	70.00	7.61
11	Kachera	227	3420.00	2416.65
Total Area			86750.00	53939.49

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.

Nagesh
Authorised Signatory

For Themecounty Private Limited

Dinesh Kumar
Authorised Signatory



SCHEDULE-II**Details of Payment of Total Sale Consideration**

(a) The amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only) (inclusive of TDS) has been paid by the Vendee to the Vendor, in the below manner, receipt of which the Vendor hereby duly accepts, confirms and acknowledges:

Sr. No.	Details of Cheque(s)/ Demand Draft(s)	Drawn on Bank	Amount (in Rs.)
1.	Cheque No. 736863 dated 25.10.2024	Indian Bank, Sector 61, Noida Branch	21,00,00,000/-
2.	Cheque No. 736866 dated 19.11.2024	Indian Bank, Sector 61, Noida Branch	58,20,00,000/-
3.	RTGS dated 11.12.2024 11.12.2024 12.12.2024	UTR No.: IDIBR52024121142603755 IDIBR52024121142603810 IDIBR52024121242620326	40,00,00,000/- 31,80,00,000/- 45,00,00,000/-
	<p>The amount of 4,00,00,000/- (Rupees Four Crores Only) has been deducted and deposited by the Vendee as Tax Deduction at Source @ 1% under section 194IA of Indian Income Tax Act, 1961 on the Total Sale Consideration, in the below manner:</p> <p>Rs. 80,00,000/- by challan number 00563 dated 21.11.2024 with BSR code 0260001, and (b) Rs. 3,20,00,000/- by challan number 03710 dated 05.12.2024 with BSR code 0260001. The Vendor hereby agrees and accepts the receipts of said TDS Challans.</p>		

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.




Authorised Signatory

For Themecounty Private Limited

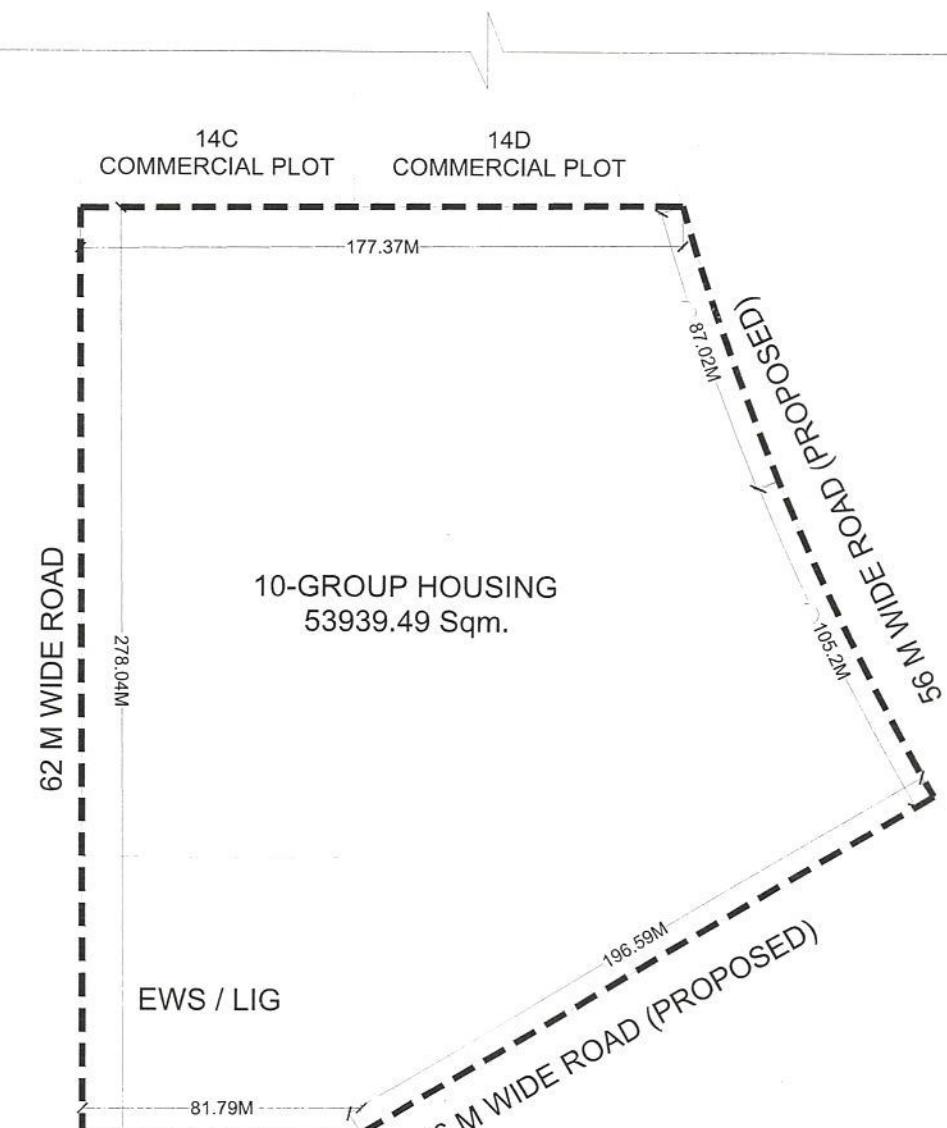


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PLOT LAYOUT PLAN
GH-10, SECTOR-8, CHERRY WOOD ENCLAVE, WAVE CITY



- PLOT AREA = 53939.49 SQM. SUBJECT TO THE CLAUSE 1.7 OF THE AGREEMENT TO SALE.
- DIMENSION MAY CHANGE DUE TO ACCEPTABLE TOLERANCE DURING FINISHING / CONSTRUCTION / DEMARCTION.

WAVE City	TITLE :		DRAWN BY:	SCALE :	DATE :
	SECTOR-8			N.T.S	03.12.2024
	PLOT REF. NO:		CHECKED BY:	APPROVED BY:	
	PLOT NO. 10-GROUP HOUSING				

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.



Wif
Authorised Signatory

For Themecounty Private Limited

Devin Kumar
Authorised Signatory





For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Nyle
Authorised Signatory

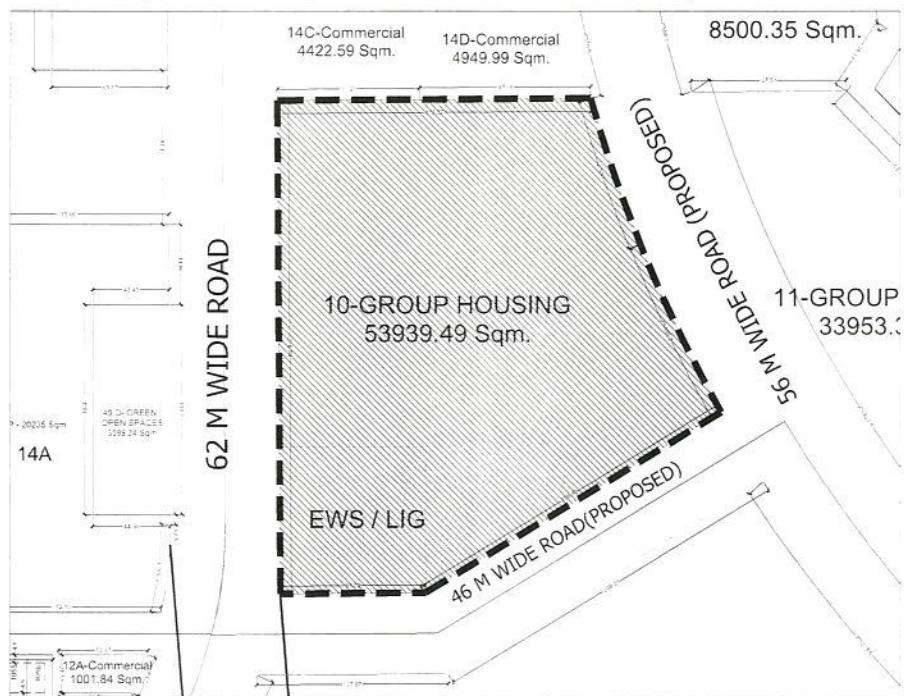
For Themecounty Private Limited


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Annexure - A

LOCATION PLAN
GH-10, SECTOR-8, CHERRY WOOD ENCLAVE, WAVE CITY



INDICATIVE PLAN AS PER SECTION 1.6 OF AGREEMENT TO SALE.

WAVE

City

TITLE :
SECTOR-8

DRAWN BY:

SCALE : NORTH
N.T.S 03.12.2024

PLOT REF. NO:

CHECKED BY:

APPROVED BY:

PLOT NO. 10-GROUP HOUSING



**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD
OF DIRECTORS OF M/S UPPAL-CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED
HELD ON TUESDAY, 28TH DAY OF FEBRUARY, 2023 AT THE CORPORATE OFFICE
OF THE COMPANY AT C-1, SECTOR-3, NOIDA, UTTAR PRADESH-201301.**

**AUTHORISATION TO MR. NARAYAN JEE JHA FOR EXECUTION OF AGREEMENT TO
SELL**

"RESOLVED THAT the Board of Directors do hereby authorise Mr. Naryan Jee Jha, S/o Hare Ram Jha, R/o 38-G, Pocket-A-3, Mayur Vihar phase-3, Vasundhra Enclave S.O, Delhi-110096 to sign, execute, present etc., for and on behalf of the Company, Agreement to Sell/Sale Deed/Conveyance Deeds or any other document including any change, rectification, alteration or modification therein for sale of FSI Group Housing Plots/ FSI Commercial Plots/ PSP Plots (Institutional, Educational, Hospitals etc.) and to appear or represent the Company before the concerned Registrar/Sub-Registrar or any other authority empowered in this regard, as and when required, to cause the registration of the said Agreement to Sell/Sale Deed/Conveyance Deed(s) or any other document, etc. and to admit the execution thereof, and to collect the registered copies thereof from the said authority's office, and also to take any other step or steps, and to do all such other acts, deeds, matters or things which may be required and necessary for the aforesaid purposes.

RESOLVED FURTHER THAT a certified copy of this resolution be furnished under the signature of any of the director or company secretary of the Company to the concern authorities, as and when required."

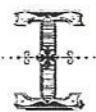
For Uppal-Chadha Hi-Tech Developers Private Limited

Sanjeev Jain
Director
DIN-07768878
Address:- 58, Krishan Kunj Extension,
Gali No-2, Part-1 Laxmi Nagar, Shakar
Pur Baramad East Delhi Delhi 110092

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.


Authorised Signatory Authorised Signatory





IVORY COUNTY

COUNTY
GROUP
THE COUNTY GROUP

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF
THEMECOUNTY PRIVATE LIMITED ON MONDAY, 21st OCTOBER, 2024, AT THE REGISTERED OFFICE OF
THE COMPANY SITUATED AT 8TH FLOOR, SECTOR 135, NOIDA- 201305 AT 11.00 AM

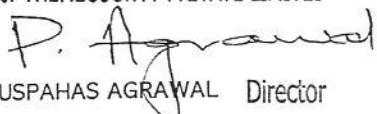
"RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 consent of the Directors be and is hereby accorded to purchase all rights, title and interests in the freehold Group Housing Plot admeasuring 53,939 square meters bearing Plot No. GH-10, Sector Cherry Wood Enclave in Wave City, NH-24, Ghaziabad, Uttar Pradesh for a consideration not exceeding Rs. 400.00 Crores (Rupees Four Hundred Crores Only) from Uppal-Chadha Hi-Tech Developers Private Limited together with all its rights, estate, easement rights, privileges, appurtenances and benefits whatsoever and that the terms of sale/purchase of the aforesaid freehold land admeasuring 53,939 square meters as contained in the Agreement to Sale, draft of which was placed before the Board be and is hereby approved.

RESOLVED FURTHER THAT consent of the Board be and is hereby accorded severally to Mr. Ashwin Kumar Gupta and Mr. Sandip Kumar Pandit, Authorized Representative(s) of the Company, (Authorized Officers), to execute and sign on behalf of the Company the Agreement to Sale (ATS), Conveyance Deed, other agreements, undertakings, declarations and documents for the purpose of giving effect to the purchase of the said Land and to do all such acts, deeds as may be required or may deemed consequential/expedient for the said purpose.

RESOLVED FURTHER THAT Mr. Ashwin Kumar Gupta and Mr. Sandip Kumar Pandit, Authorized Representative(s) of the Company be and are hereby severally authorized to (i) accept amendments/modification to the Agreement to Sale (ATS), Conveyance Deeds and/or any other documents/agreements as and when they become necessary and expedient (ii) execute all documents including agreement to sale, conveyance deed, papers, agreements, undertakings, declarations and do all such acts, deeds as may be required in connection with the aforesaid and to give effect to the transaction of the purchase of freehold Group Housing Plot admeasuring 53,939 square meters bearing Plot No. GH-10, Sector Cherry Wood Enclave in Wave City, NH-24, Ghaziabad, Uttar Pradesh from Uppal-Chadha Hi-Tech Developers Private Limited (iii) to appear before any Statutory/Regulatory Authority (ies) including the office of Sub-Registrar, Dadri, Uttar Pradesh, as may be required for the registration of the Agreement to Sale (ATS), Conveyance Deed, other documents/agreements, if any, or for any other purpose pursuant to the terms of the ATS, Conveyance Deed and/or other Agreement(s)."

For Themecounty Private Limited

For THEMECOUNTY PRIVATE LIMITED



PUSPAHAS AGRAWAL Director

Director

DIN: 00454239

House No. 51, Sector 15A

NOIDA- 201301

For Themecounty Private Limited



Authorised Signatory

Conceptualized, Developed and Managed by:

THEMECOUNTY PRIVATE LIMITED

Regd. & Corp. Office: 8th Floor, County Spaces, Plot No. 15, Sector 135, Noida-201305, U.P.

P: +91 120 4022122 E: info@countygroup.in M: +91 98999 98222 W: www.countygroup.in

CIN: U70109UP2022PTC167779





राजस्व सरकार



AJAY KUMAR JHA

जन्म तिथि / DOB: 22/07/1972

पुरुष / MALE

Mobile No.: 8860601633

Issue Date: 17/07/2021

6991 7408 4481

मेरा आधार, मेरी पहचान

This is for
Registration
Propose only

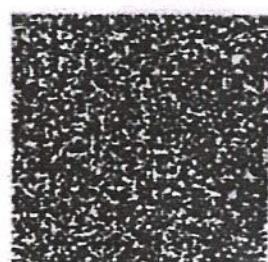


राजस्व सरकार विभाग विभाग प्राधिकरण
भारत सरकार
GOVERNMENT OF INDIA



Address:

Ajay Kumar Jha, Flat No. 1873 Tower - I,
7th Avenue Gaur City, Plot No. GH -01
Sector - 4 Greater Noida West, Gautam
Buddha Nagar **, Gautam Buddha
Nagar, Uttar Pradesh - 201301



6991 7408 4481



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भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India



E-Aadhaar Letter

नामांकन क्रमांक/Enrolment No.: 2017/94002/40221

Ashwin Kumar Gupta (अश्विन कुमार गुप्ता)

सूचना

Date: 13/05/2015
S/O: Padam Kumar Gupta, Flat No.- 1003, Tower - 5, Orange County, Ahinsa Khand - 1, Indirapuram, Shipra Sun City, Ghaziabad, Uttar Pradesh - 201014

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

आपका आधार क्रमांक/ Your Aadhaar No.:

9590 2477 2664



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- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

This is for Aadhaar Registration only.
Please update -

Validity unknown
Digitally signed by Sandeep Bhardwaj
Date: 2015.05.13 16:03:14 IST

आधार-आम आदमी का अधिकार

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1800 300 1947

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- आधार देश भर में मान्य है।
- आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।
- कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं। इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहायता होगी।

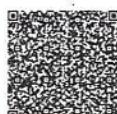
- Aadhaar is valid throughout the country.
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भारत सरकार
GOVERNMENT OF INDIA



अश्विन कुमार गुप्ता
Ashwin Kumar Gupta
जन्म तिथि/ DOB: 08/10/1979
पुरुष / MALE



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

पता:
आत्मज: पदम कुमार गुप्ता,
फ्लैट न.- 1003, टॉवर - 5,
ऑरेंज काउंटी, अहिंसा खंड -
1, इन्दिरापुरम, शिप्रा सुन
सिटी, गाजियाबाद,
उत्तर प्रदेश - 201014

9590 2477 2664

9590 2477 2664

आधार-आम आदमी का अधिकार

Aadhaar-Aam Admi ka Adhikar





(b) The Vendee has handed over the below mentioned cheques to the Vendor towards the payment of balance amount of Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only) at the time of execution of this Conveyance Deed, receipt of which the Vendor hereby duly accepts, confirms and acknowledges:

Bank Name	Amount (in Rs.)	Cheque Nos.
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736869
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736870
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736871
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736872
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736873
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736874
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736875
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736876
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736877
Indian Bank, Sector 61, Noida Branch	20,00,00,000/-	736878

For Uppal Chadha Hi-Tech Developers Pvt. Ltd.




Nisha
Authorised Signatory

For Themecounty Private Limited



Deepti
Authorised Signatory



आवेदन सं.: 202400742082432

बही संख्या 1 जिल्द संख्या 29760 के पृष्ठ 155 से 214 तक
क्रमांक 66411 पर दिनांक 12/12/2024 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम

उप निबंधक : दादरी

गौतम बुंद नगर

12/12/2024

प्रिंट करें