

SCHEDULE OF PROPERTY

1. Nature of Property : Residential Plot
2. Details of Property :
3. Construction/Building exists on Plot :
4. Measurement of Property Area :
5. Status of Road :
6. Total Consideration Value
/Market Value :
7. Total Circle Rate :
8. Park Facing :
9. Two Side Open/Corner :
10. Total Value as per Circle Rate :
11. Stamp Duty Paid :

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, alongwith 1% Reduction in Stamp Duty for woman upto the value of Rs. 10,00,000/-.

DESCRIPTION OF PROPERTY

Residential Plot No.____, admeasuring____ Square Meters (Approx. _____Sqaure Yards) having dimensions ____*____ (Length*Width) meters falling in the developed_____, Wave City, Tehsil and District-Ghaziabad, Uttar Pradesh and bounded by:

East -

West -

North -

South -

CONVEYANCE DEED

THIS CONVEYANCE DEED (the "Deed") is made and executed on this _____ day of _____, 2017, at Ghaziabad, Uttar Pradesh

BY

M/s Uppal Chadha Hi-Tech Developers Private Limited, a company incorporated under provisions of the Companies Act, 1956, having its Registered Office at

Mezzanine Floor, M-4, South Extension Part-II, New Delhi-110049, represented by its authorized signatory _____, appointed by virtue of a duly executed Company Board Resolution dated 04.03.2017 (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, executors, legal/authorized representatives, attorney (ies) and permitted assigns).

PAN- **Ph. No.**

(Hereafter referred to in this Deed as the "**Demised Plot**")

TO AND IN FAVOUR OF

1. Shri _____

Son/Daughter/Wife of Shri _____

Resident of _____

PAN No. _____

2. Shri _____

Son/Daughter/Wife of Shri _____

Resident of _____

PAN _____

(hereinafter referred to as the "**PURCHASER(S)/VENDEE(S)**" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include

its successors, executors, legal heirs, nominees, legal representatives and attorney (ies), administrators and permitted assigns).

(For Partnership Firms)

*M/s _____ a partnership firm duly registered under The Partnership Act, 1932 represented through its duly authorized partner Shri/Smt. _____ appointed by virtue of a duly executed Resolution dated _____ (hereinafter referred to as the "**PURCHASER(S)/VENDEE(S)**" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in business, nominees, legal representatives, executors, administrators and permitted assigns).

(Copy of the Board Resolution signed by all Partners is appended herewith)

(For Companies)

M/s _____ a company duly registered under the provisions of the (*Indian*) Companies Act, 1956, Vide registration no _____, year _____, having its registered office at _____ represented by its duly authorized signatory Mr._____, appointed by virtue of a duly executed Company Board Resolution dated _____ (hereinafter referred to as the "**PURCHASER(S)/VENDEE(S)**" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors in interest, affiliates, legal representatives, executors, attorney (ies), nominees, administrators and permitted assigns).

(Copy of Board Resolution along with the certified Memorandum & Articles of Association of the Company is appended herewith)

AND WHEREAS, _____

AND 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 ("**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 **M/S UPPAL CHADHA HI-TECH DEVELOPERS PRIVATE LIMITED** (hereinafter referred to as the "**Seller/Vendor**") 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 WHEREAS in terms of the Hi-Tech Policy, a Memorandum of Understanding/Amended/Revised Memorandum of Understanding was signed between Ghaziabad Development Authority (the "**Competent Authority**") and the Vendor from time to time for the development of Hi-Tech Township.

AND WHEREAS the Vendor has acquired for the purpose of the development of Hi-Tech Township, the requisite land through direct purchase apart from having been transferred a part of land by the Competent Authority under the Hi-Tech Policy and the DPR/Revised DPR from time to time for the Wave City project has been approved by

the Competent Authority, comprising of 4500 acres (approximately) of land ("Project Land") vide its Memo No. 758/Master Plan/2013 dated 03.10.2013. Further, the Detailed Layout Plan approval vide letter dated _____ and its revision dated _____ has also been approved by the Competent Authority and revision thereof as may be sought by the vendor for sustainable development of the project or directed by the Competent Authority, and in pursuance of the said approval requisite Development Agreement dated _____ and subsequent Revision vide Agreement dated _____ has been signed between the Competent Authority, and the Vendor, in terms of the Hi-Tech Township Policy of the Government of Uttar Pradesh.

AND WHEREAS the Vendor has developed the said Project/Hi-Tech Township under the name and style of "**WAVE CITY**" on the Project Land and allotted the Demised Plots of different sizes to the prospective Purchaser(s).

AND WHEREAS the Vendee(s) after inspecting, checking and verifying all the ownership records, title documents, approvals/licenses, sanctions, plans pertaining to Project Land and after having completely satisfied himself/herself/themselves with the same had booked a Demised Plot No. _____, admeasuring _____ Square Meters (Approx. _____ Square Yards) falling in _____, Wave City, Ghaziabad, Uttar Pradesh

AND WHEREAS subsequently the Demised Plot was allotted by the Vendor to the Vendee(s) and thereafter the Parties had also entered into a Demised Plot Allottee (s) Arrangement dated _____ (hereinafter referred to as the "**Arrangement**") whereby the said Vendor had upon the request of the Vendee(s) agreed to sell the Demised Plot bearing No. _____, admeasuring _____ Square Meters (Approx. _____ Square Yards), at, Wave City, Ghaziabad hereinbefore described to the Vendee(s) for consideration amounting to Rs. _____/-as per the terms & conditions stipulated in the Application Form and the Demised Plot Allottee (s) Arrangement.

AND WHEREAS the Vendee(s), after having satisfied with the clear and marketable title held by the Vendor and the calculation of saleable area of the Demised Plot, have paid the entire sale consideration of Rs. _____/- (Rupees _____ only), towards the purchase of the Demised Plot as per the agreed terms of payment. The Vendor does hereby accept and acknowledges the receipt of the said amount in consideration thereof this Deed with respect to the Demised Plot. The vendee admits that the payment made hereunder, if resident within or outside India, is in compliance of the necessary formalities as laid down in Foreign Exchange Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modifications(s) made thereof and all other applicable laws. The vendor accepts no responsibility in this regard and the vendee shall keep the vendor indemnified and harmless in this regard. This Deed is executed in favor of the Vendee(s) in satisfaction of the above.

AND WHEREAS the Vendor is well and sufficiently entitled to sell the Demised Plot and no one besides the Vendor has any interest, right, title or claim of any kind in the Demised Plot and the Demised Plot is free from all encumbrances and the Vendor holds unimpeachable and marketable title and power to convey, transfer, alienate and sell the Demised Plot. Accordingly, this Deed is executed by the Vendor to transfer and convey absolute title along with peaceful vacant physical possession in respect of the Demised Plot in favor of the Vendee(s).

AND WHEREAS Vendee(S) being fully satisfied with the clear and marketable title held by the Vendor made full payment of the sale consideration of the Demised Plot subject matter of this Deed to the Vendor. The Vendee(s) has/have also satisfied himself/herself/itself/themselves about the calculation of demarcated area of the Demised Plot. Accordingly, Vendee(s) has/have paid entire sale consideration in this respect thereof.

AND WHEREAS the expression 'vendee(s)' shall mean and denote a single Vendee or more than one Vendee as hereinbefore mentioned. The use of singular expressions shall also include plural expressions wherever the context of this Deed 'so demands.'

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

1. That having received from the Vendee(s) the consideration of _____ Rs. _____/- (Rupees _____ only), the receipt whereof the Vendor hereby acknowledges and admits towards full and final consideration, the Vendor does hereby sells, assures, conveys, transfers, assigns and grants by way of this Deed completely all its rights, title and interests in the Demised Plot as described in details in the **Schedule of Property** together with imitable and indivisible proportionate rights in the underneath area of _____ Sq. Meters (_____ Sq. Yards.) as constructed on the the area of the land, over which the said Demised Plot has been constructed, along with consequential rights of possession, easements, privileges, appurtenances and right to use common areas and facilities such as staircases, circulation area, mumty, walls, shafts, passages, corridors, lobbies etc. and other easements appurtenant thereto unto the Vendee(s) to possess and to enjoy the Demised Plot and all it's right, title and interest, **TO HAVE AND TO HOLD** the same absolutely and forever free from all encumbrances, charges, trust, liens, claims and demands whatsoever. The said Demised Plot is shown with red colour in the Layout Plan attached herewith and marked as **Annexure - A.**
2. That the Vendee(s) has paid to the Vendor and Vendor has received the full payment of total sale consideration of Rs. _____/- (Rs. _____ only) from Vendee (s) against the Demised Plot.

3. That the Vendor is a full-fledged and lawful owner of the Demised Plot and is fully competent and entitled to execute and get registered this Deed in favor of the Vendee(s) and to confer a clear and marketable title in respect thereof in favor of the Vendee(s). The title of the Vendor is free from all types of encumbrances, charges, liens, acquisition proceedings, charges, taxes, restraint orders, recovery attachment etc. and no litigation whatsoever is pending in respect of the Said Demised Plot before any Court or Authority.
4. That the Vendee(s) 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 Scheme will be applicable on the Demised Plot allotted to the Vendee(s).
5. That the Vendor on this day has delivered actual, physical and vacant possession of the Demised Plot to the Vendee(s), absolutely and forever and the same is acknowledged by the Vendee(s). The Vendor has completed all development works in this Demised Plot to fulfill their responsibility as per the approved Map. Prior to taking possession of the Demised Plot, the Vendee(s) has checked and inspected all the development works carried out by the Vendor. Once the Vendee(s) takes possession of the Demised Plot, no complaint of any kind whatsoever shall be entertained by the Vendor with respect to Demised Plot. That the Vendor has further assured the Vendee(s) that it shall be lawful for the Vendee(s) for all times to enter into, to occupy and enjoy ownership & possession of the Demised Plot without any letting, hindrance, interruption, disturbances, claims or demands from the Vendor or any person claiming under or through the Vendor but subject to terms, conditions, stipulations and restrictions contained in this Deed as well as the Demised Plot Allottee (s) Arrangement executed with the Vendor and described hereinbefore.

6. That the Vendee(s) from the date of possession of this Demised Plot shall be liable to pay the house tax, 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, cesses etc., shall be paid by the Vendee(s) 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(s) shall be bound to start construction of the house on the Demised Plot' allotted to the Vendee(s), after getting the plans sanctioned from the Competent Authority at its own cost and expenses and shall further complete such construction within a period of 3 (three) years (or within such time as the Vendor/Competent Authority may decide from time to time) from the date of possession, failing which the Vendee(s) shall be liable to pay such penalty and/or may suffer any other consequences as may be decided by the Vendor/Competent Authority from time to time. Also, it is mutually agreed between Vendor and the Vendee(s) that the Vendee(s) shall use the Demised Plot' for residential purpose only and shall not carry out any commercial/prohibited activities. The Vendee(s) hereby specifically agrees with the Vendor that the conveyance of the Demised Plot' in favor of the Vendee(s) shall be subject to strict compliance of all the conditions mentioned in the Hi-Tech 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 Demised Plot'. If the delay is caused by the Vendee(s) in completing the construction within the period of three (3) years and thus leading to imposition of penalty by GDA or any such delay interferes 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 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.

8. That the Vendee(s) hereinafter shall became the lawful owner and in possession of the Demised Plot by virtue of the present Conveyance Deed and shall have the absolute and complete rights to hold, use, enjoy and transfer the Said Demised Plot, in any manner without any hindrance, claims or demands whatsoever from the Vendor or from any other person claiming under or through it.
9. That the Vendor doth hereby covenants with the Vendee(s) that all dues, demands, taxes, charges, duties and liabilities, have been cleared upto the present date of execution of this Deed and the Vendee(s) undertakes that hereinafter and in future the Vendee(s) shall be liable and responsible to clear any and all dues, demands, taxes, charges, duties, liabilities in respect of the Said Demised Plot or any part thereof.
10. That the Vendee(s) 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(s) 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(s). The Vendee(s) 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(s) hereby assures the Vendor that the Vendee(s) shall not withhold, refuse or delay the

payment of maintenance bills raised by the Maintenance Agency for any reason whatsoever.

11. That the Vendee(s) further agrees that he/she/it/they shall have no right, title or interest of any kind whatsoever in any lands, buildings, common areas (Common Area is the entire land for the real estate project or where the project is developed in phases that phase and all other portions of the project in common use), facilities and amenities falling outside the Demised 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(s) or any other person claiming through him/her/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. The Vendee(s) shall have only the right of ingress and egress over or in respect of open spaces and all or any of the common areas in the said Hi-Tech Township such as parks, playgrounds, club(s), community hall(s) etc., if any. The vendee further permits the Nominated Maintenance Agency manager to enter, without any obstacle, the common area as and when required
12. The Vendee(s) 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 Hi-Tech Township in which the 'Said Demised Plot' is located and the Vendee(s) 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(s) due to such development/ construction activities.
13. It is further agreed by the Vendee(s) that the Vendor shall have the absolute authority to deal in any manner with all lands (except the Demised 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.

14. That it is further agreed that the Vendee(s) shall not put up any publicity or advertisement material or any signage depicting commercial activity on the Demised Plot or House constructed thereat and maintain the aesthetics of the locality, nor shall cover or block common areas around the Demised Plot. The Vendee(s) shall abide by all rules, regulations, directives, guidelines formed by the Society, local Authority, Vendor or the nominated Maintenance Agency for that purpose.
15. That the Vendee(s) 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 Demised 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 Allotted(s) Arrangement, Maintenance Agreement, Indemnity Bonds, Undertakings executed by the Vendee(s) with the Vendor at any time before execution of this Conveyance Deed. The Vendee(s) undertakes to indemnify the Vendor in respect of any such liability or penalty imposed in respect of the Demised Plot being sold by way of this Deed.
16. That the Vendee(s) shall permit the Vendor/Maintenance Agency, as the case may be, and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Said Demised Plot or any part

thereof for the purpose of maintaining, cleaning, lighting and keeping in order and condition all service drains, pipes, cables, water courses, gutters, structures of other convenience which the Vendor/nominated Maintenance Agency is liable to maintain as per the terms of the Maintenance Agreement.

17. The Vendee(s) shall not do or suffer anything to be done in or around the Said Demised Plot which may tend to cause damage to the adjacent Demised 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(s) hereby indemnifies the Vendor against any penal action, damages or loss due to misuse for which the Vendee(s) shall be solely responsible.
18. The cost of stamp duty, registration charges and other incidental charges and expenses is borne by the Vendee(s). Any deficiency in stamp duty as may be determined by the Sub-Registrar/concerned Authority along with consequent penalties /deficiencies as may be levied in respect of the Said Demised Plot being conveyed by this Deed shall also be borne by the Vendee(s) exclusively.
19. That the Vendee(s) has/have executed this Deed with full knowledge and subject to all the laws, notifications and rules applicable in the area from time to time.
20. The Vendee(s) agrees that the Vendor or the nominated Maintenance Agency shall have the first charge/lien on the Demised Plot for the recovery of all its dues. However, the Vendee(s) shall subject to the terms and conditions in the present Deed, Demised Plot Allottee (s) Arrangement and bye laws of the Competent Authority be fully competent and entitled to deal with the Said Demised Plot in any manner including sale, transfer, gift, lease, mortgage etc. thereof. However, before affecting any such transfer (i.e. sale, gift, mortgage, lease or any other similar arrangement) in favor of any person, the Vendee(s) shall be obligated to inform and obtain a mandatory No Objection Certificate

(NOC) from the Vendor or the nominated maintenance agency in compliance of Government Notification No. 1375/8-3-16-121 vide/2016, dated- 17, October, 2016, failing which the vendor shall have the right to refuse to record the transfer on its records.

21. That the Vendee(s) shall raise construction on the Demised Plot strictly in accordance with bye-laws and as per the plan approved by the GDA and/or other competent authority. In case of violation of the approved building plan or bye-laws of Government of Uttar Pradesh applicable to "Wave City", the Vendor shall have right to enter into the premises and demolish and remove the whole or any part of such structure temporary or permanent built on the Said Demised Plot. Further, in the event of any violation of the Building Plan or Bye-Laws of Government of Uttar Pradesh by the Vendee(s), the Vendee(s) 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.
22. That terms and conditions of Demised Plot Allottee (s) Arrangement executed between the Vendee(s)/ Predecessor-in-interest of Vendee(s) and the Vendor shall be deemed to have been incorporated in this Deed and shall continue to be binding with full force and effect. In the event there being any conflict inter-se between the terms and conditions of the aforesaid Arrangement and this Deed, recitals of this Deed shall prevail over the recitals incorporated in the Arrangement mentioned above.
23. That in case any provision of this 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.

24. That the Vendee(s) agrees and confirms that all obligations arising by virtue of this Deed in respect of Demised 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 Demised Plot. The Vendee(s) 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 and the Demised Plot Allottee (s) Arrangement executed with the Vendor. The Vendee(s) also confirm that they have clearly understood each and every clause/covenant of the Conveyance Deed and its/their legal implications thereon and have also clearly understood his / her / their obligations and liabilities and the Vendor's obligations and limitations as set forth in the Conveyance Deed. The Vendee(s) further undertake not do anything or shall not use the Said Demised 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(s) shall not keep any hazardous, explosive, inflammable chemicals/material etc., which violates the bye-laws applicable to the Demised Plot. The Vendee(s) shall keep indemnified the Vendor against any penal action, damages or loss due to misuse, storage of hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas etc. for which the Vendee(s) shall be solely responsible.

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, EXECUTED & DELIVERED

Vendee(s)

Vendor

(_____)

Authorized Signatory

For and On Behalf of

M/s Uppal Chadha Hi-Tech

Developers

Pvt. Ltd.

WITNESSES:

1.

2.