

SCHEDULE OF PROPERTY

1. Nature of Property	:	Residential Apartment
2. Details of Property	:	
3. Super Area	:	_____
4. Carpet Area	:	_____
		0
5. Status of Road	:	
6. Total No. of Story in Building	:	
7. Status of Apartment	:	_____
8. Category of Construction	:	
9. Park Facing	:	
10. Parking	:	Without Parking
11. Circle Rate	:	
12. Total Value as per Circle Rate	:	Rs. _____/-
16. Total Consideration Value	:	Rs. _____/-
17. Stamp Duty Paid	:	Rs. _____/-

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

Description of Property

Residential Apartment No. _____, _____Floor, Super area admeasuring _____ Square Meters (_____ Square Feet), Carpet Area (Carpet Area includes the net usable area of an apartment, excluding the area covered by the external walls, area under services, shafts, exclusive balcony or verandah area) admeasuring _____ Square Meters (_____ Square Feet) constructed on plot no _____, without any terrace/roof rights located in _____, Wave City, District Ghaziabad, Uttar Pradesh and bounded by:

EAST	:	Plot No. _____
WEST	:	Plot No. _____
NORTH	:	_____ Meter Wide Road
SOUTH	:	Plot No. _____

(Hereinafter referred to in this Deed as the “**Demised Apartment**”)

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 **Mr.** _____ **S/o Shri** _____, 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). Phone No. 0120-4180500
PAN- AAACU7200M

TO AND IN FAVOUR OF

Mr. / Ms. _____ **S/W/D/o** _____, **R/o** _____

Phone No. _____

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).

WHEREAS:

- (1) The Vendee(s) are the joint owners in possession and having equal share in the Demised Apartment.
- (2) The Housing & Urban Planning Department, Government of Uttar Pradesh announced a Hi-Tech Township Policy notified Vide Government Order No. 3189/Eight-1-07-34-Vividh/03, dated 16th August, 2007, and subsequently revised/altered/modified by Government Order No. 3872/Eight-1-07-34-Vividh/03, dated 17th September, 2007 and Government Order No. 4916/Eight-1-07-34-Vide/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-Vide/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.

- (3) The Government of Uttar Pradesh invited the proposals under the said Policy for development of Hi-Tech Township in the State of Uttar Pradesh and a High Power Committee was duly constituted by the Government of Uttar Pradesh for selection of developers, which selected the Consortium lead by **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 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 the said Hi-Tech Township.
- (4) The Vendor has acquired for the purpose of the development of Hi-Tech Township, the requisite land through direct purchase from the land owners 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 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.
- (5) The Vendor has accordingly developed the said Hi-Tech Township under the name and style of **"WAVE CITY"** on the Project Land having received the required approval from the Competent Authority.
- (6) 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 with the same had booked Residential Apartment No. _____, ____Floor, Built up area admeasuring _____ Sq. Meters (_____ Square Feet) and includes Carpet Area admeasuring _____ Sq. Meters (_____ Square Feet) constructed on the Plot No. _____, located in_____, Wave City, Ghaziabad, Uttar Pradesh.(7) Subsequently, in accordance with the request of the Vendee(s) the Demised Apartment without any terrace rights was allotted by the Vendor to the Vendee(s) as per the terms & conditions stipulated in the Application Form and Allottee(s) Arrangement dated _____ (hereinafter referred to as the **"Arrangement"**).
- (8) 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 Apartment, have paid the entire sale consideration of Rs. _____/- (Rupees

_____ Only), towards the purchase of the said Demised Apartment 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 Apartment. 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.

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

1. (a) 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 conveyance completely all its rights, title and interests in the Demised Apartment as described in details in the **Schedule of Property** together with impartible and indivisible proportionate rights in the underneath Built up area of _____ Sq. Meters (_____ Sq. feet.) and includes Carpet area admeasuring _____ Sq. Meters (_____ Sq. feet.) as constructed on the plot of land, over which the Demised Apartment 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 Apartment 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. It is further agreed that the common areas & car parkng facilities for the all apartment owners at Ground Floor in the said complex shall remain undivided and no Vendee or any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be void. The Demised Apartment is shown with red color in the Layout Plan attached herewith and marked as **Annexure – A**.

(b) That it is also clearly understood and agreed by the Vendee(s) that the Vendee(s) shall be permitted to use the terrace floor only for utility inspection or maintenance with the permission of the Vendor who shall have absolute right on the terrace floor together with proportionate right on the land underneath of the Built up/carpet area of the Apartment.

2. That the Vendor has registered the Project under the provisions of RERA and we have also obtained partial completion certificate dated_____ for Sector- 5 from the Competent Authority.
3. That the Vendor is full-fledged and lawful owner of the Demised Apartment specified as aforesaid in the Schedule of Property 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, restraint orders, recovery attachment etc. up-to-date.
4. That the Vendor on this day has delivered actual, physical and vacant possession of the Demised Apartment to the Vendee(s), forever and the same is acknowledged by the Vendee(s). The Vendor has completed all development works in this Demised Apartment to fulfill their responsibility as per the approved layout/ building plans and prior to taking possession of the Demised Apartment, the Vendee(s) has checked and inspected all the development works carried out by the Vendor and fully satisfied with that. Once the Vendee(s) takes possession of the Demised Apartment, no complaint of any kind whatsoever shall be entertained either by the Vendor or the Maintenance Agency.
5. The maintenance, upkeep, repairs, security etc of the building will be organized by the Vendor for the two years from the deliver possession of the apartment to owners. And after_____ years Vendor will hand over the maintenance, repairs, security etc. to the apartment owners/association of apartment owners with maintenance security amount.
6. In case Vendee/Association of Vendees/Association of Apartment Buyers want to take over the maintenance of the complex at any time then Vendor will hand over the same to them provided __% of the total apartment owners have consented for the same in writing . In such case the following will be handed over to the association of owners:-
 - a. All exiting lifts, corridors, passages parks, underground & overhead water tanks, fire-fighting equipment with motors and motor room.
 - b. Signed point distribution system with all liabilities.
 - c. Security gates with intercom & lift rooms at terrace without terrace right.
7. . That with the execution of this Deed and receipt of possession as stated hereinbefore the Vendee(s) shall have lawful right for all times to enter into, to occupy and to enjoy ownership & possession of the Demised Apartment with all attached common facilities and amenities without any letting, hindrance, interruption, disturbances, subject to terms, conditions, stipulations and restrictions contained in this Deed. The

Vendee(s) shall have unhindered right to passage and right of way to the roads adjoining the Demised Apartment and shall also have right to use common services within the Township, subject to such terms and conditions as may be laid down by the Vendor /Maintenance agency or the Government or local bodies, as the case may be.

8. That Vendee shall hereafter have all future rights to hold, use, enjoy and transfer or bequeath the Demised apartment, in lawful manner. However, It is clearly understood and agreed by the Vendee(s) that any transfer or alienation of the Demised Apartment shall be subject to prior No Objection Certificate (NOC) from the Vendor or its Nominated Maintenance Agency in compliance of Government Notification No. 1375/8-3-16-121 vide/2016, dated - 17, October, 2016, which are subject to complete clearance of all the applicable charges, including electricity charges, water charges, sewerage charges, CAM (Common Area Maintenance) (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) charges and any other service charges, from the Vendor and/or Nominated Maintenance Agency. In absence of the said NOC, the Vendor and the Nominated Maintenance Agency shall have right to refuse to register or transfer the Demised Apartment in their records having equal share in the same
9. That the Vendee(s) or his assignees or nominees from the date of execution of this Sale/Conveyance Deed of this Demised apartment shall be liable to pay the all Charges, fees, taxes, levies, cess and imposts, as may be applicable from time to time including but not limiting to city level and building level CAM charges, water charges, sewerage charges and other such other charges, fees, levies, cess or imposts of all and any kind by whatever name called. The Vendee(s) shall also be liable to pay any development charges or proportionate development charges as and when levied by the Local Authority/Body under the prevailing law and rules of the land on the Wave City or in the property (ies) therein.
10. That the execution of this Deed is in supersession of all the previous agreements, understandings and arrangements and terms and conditions contained therein, which hereby finally and unequivocally culminate into this Deed. However, the terms and condition applicable on the High Tech City (ies) in terms of the Government Policy, or any Laws, Bye-Laws, Rules and Regulations or Guidelines of the Government, Competent Authority, Court's order or direction, the Vendor as Developer of the Wave City or the nominated Maintenance Agency as may be applicable from time to time will always be applicable on the Demised Apartment and the Vendee(s) undertakes to strict and full compliance of the same all the times and all or any consequences shall be that of the Vendee(s) alone. The Vendee(s) shall keep the Vendor indemnified, secured and harmless against all costs, consequences and all damages, arising on account of

non-compliance with the said requirements, requisitions, demands, direction and repairs etc.

11. That it is mutually and specifically agreed and undertaken by the Vendee(s) that the Vendee(s) shall use the Demised Apartment for residential purpose only and shall not carry out any commercial/prohibited activities or put any publicity material or signage depicting any commercial activity whatsoever.
12. That the Vendee shall not use the Apartment or permit same to be used for any purpose whatsoever other than the residential purposes or as may be permissible and shall not do the following :
 13. Make any alterations in any elevations and outside color scheme of exposed walls of Verandah, lounges or any external walls or both faces of external doors and windows of Apartment acquired by him which in the opinion of Vendor /Nominee differs from the color scheme of complex.
 14. Neither the Vendee nor occupier of Apartment will put up any name or sign board, publicity or advertisement material outside his Apartment or anywhere in common areas without prior permission in writing of Vendor.
 15. The Vendee shall not decorate the exterior of Apartment otherwise than in the manner agreed to with the Vendor or in the manner as similar as may be in which the same was previously decorated.
 16. The Vendee hereby covenants to keep and maintain the Apartment's periphery walls and partition walls, and sewers, drain pipes, appurtenances thereto or belonging thereto in the same good tenable repairs, state, order or condition in which it has been delivered to him and in particular so as to support, shelter and protect the parts of the complex other than the Apartment.
17. That the Vendor covenants with the Vendee that they shall peacefully hold and enjoy the said Apartment without any interruption by the Vendor or by any person claiming under the Vendor. The vendee shall have right to sell or rent the Apartment to any person.
18. That Vendor shall get single point electric connection for the complex from UPSEB and will be distributed through separate meters to the Vendees through prepaid system. All expenses regarding electric meter and other changes if any will be borne by the Vendee.
19. That the Vendee(s) gives its consent and undertakes 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 at all level. The decision of the Vendor or the Maintenance Agency in respect of cost of maintenance as may be determined from time to time will be final and entirely 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. The Vendee(s) agrees that the Vendor or the nominated Maintenance Agency shall have the first charge/lien on the Demised Apartment for the purpose of recovery of all its dues charges, such as power, water, solid waste disposal, ICT services, Gas, or any other service(s) provided by the vendor or its assignee and payable by the Vendee(s) under the Maintenance Agreement or other Rules or Agreement and such other payments as may be demanded by the Vendor from time to time.

20. That the Vendee(s) further specifically agrees that except the right, title or interest of Demised apartment, the Vendee(s) shall have no right, title or interest of any kind whatsoever in any lands, buildings, s, facilities and amenities falling outside the Demised apartment or the plot on which the Demised Apartment exists and that such area and facilities shall remain indivisible and the Vendee(s) shall not be directly or indirectly entitled to claim or bring any action for partition or division of the said (s) and facilities or any part thereof.
21. That the vendee shall bring to notice in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor(s) relating to the construction of Built up/carpet area of the Demised apartment and the same shall be brought to the notice of the Vendor within time frame in accordance to prevailing laws in India.
22. 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 Demised Apartment 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 being carried out or matters incidental thereto.
23. 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 Demised Apartment 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.

24. The Vendee(s) shall not do or suffer anything to be done in or around the Demised Apartment which may tend to cause damage to the adjacent apartment or façade of the building 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, which may occur to Vendor due to misuse of the Demised Apartment by the Vendee(s).
25. The costs of stamp duty, registration charges and other incidental charges and expenses will be 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 Demised Apartment being conveyed by this Deed shall be borne by the Vendee(s) exclusively.
26. That the Vendee(s) has read and fully understood the contents of this Deed and executed this Deed with full knowledge and subject to all the laws, notifications and rules applicable in the area from time to time.
27. That it is clearly understood and so agreed by and between the Vendor and the Vendee(s) that all the provisions contained herein and the obligations arising hereunder in respect of the Demised Apartment shall equally be applicable to and enforceable against any and all subsequent purchasers/vendee(s) of the Demised Apartment as the said obligations go along with the Demised Apartment for all intents and purposes.
28. 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 the statute and the remaining provisions of this Deed shall remain valid, enforceable and binding on the Parties.
29. That the Vendee(s) agrees and confirms that all obligations arising by virtue of this Deed in respect of Demised Apartment being the subject matter of this Deed shall be equally applicable and enforceable against any or all occupiers, tenants, licencees and/ or subsequent purchasers/ vendee(s) of the Demised Apartment. 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 Maintenance Agreement.
30. The Vendee(s) further undertake not to do anything or shall not use the Demised Apartment 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. The Vendee(s) also undertakes not to keep or store any hazardous, explosive, inflammable chemicals/material etc., which violates the bye-laws applicable to the Demised Apartment for any residential area. The Vendee(s) shall keep indemnified the Vendor and the public in the vicinity 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 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.