

### **SCHEDULE OF PROPERTY**

- |     |                                |   |             |
|-----|--------------------------------|---|-------------|
| 1.  | Nature of Property             | : |             |
| 2.  | Details of Property            | : |             |
| 4.  | Built up Area                  | : |             |
| 5.  | Carpet Area                    | : |             |
| 6.  | Status of Road                 | : | _____       |
| 7.  | Total No. of Story in Building | : | _____       |
| 8.  | Category of Construction       | : |             |
| 9.  | Total Value as per Circle Rate | : | Rs. _____/- |
| 10. | Rebate in Circle Rate          | : |             |
| 11. | Total Consideration Value      | : | Rs. _____/- |
|     | /Market Value                  |   |             |
| 12. | 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**

Commercial Shop No. \_\_\_\_\_, \_\_\_\_GF, Built up area admeasuring \_\_\_\_\_ Square Meters (\_\_\_\_\_ Square Feet) and Carpet Area (Carpet Area includes the net usable area excluding the area covered by the external walls, area under services, shafts, exclusive balcony or verandah area) admeasuring \_\_\_\_\_ Square Meters (\_\_\_\_\_ Square Feet) constructed on commercial plot no \_\_\_\_\_, without any terrace/roof rights located in \_\_\_\_\_, Wave City, District Ghaziabad, Uttar Pradesh and bounded by:

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

(Hereafter referred to in this Deed as the “**Demised Commercial Shop**”)

### **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 said Commercial Shop.
- (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 16<sup>th</sup> August, 2007, and subsequently revised/altered/modified by Government Order No. 3872/Eight-1-07-34-Vividh/03, dated 17<sup>th</sup> September, 2007 and Government Order No. 4916/Eight-1-07-34-Vividh/03, dated 27<sup>th</sup> 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 22<sup>th</sup> 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 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 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.
- (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 and plans pertaining to Project Land and after having completely satisfied with the same had booked Commercial Shop No. \_\_\_\_\_, \_\_\_\_Floor, Built up area admeasuring \_\_\_\_\_ Sq. Meters (\_\_\_\_\_ Square Feet) and Carpet Area admeasuring \_\_\_\_\_Sq. Meters (\_\_\_\_\_Square Feet) constructed on the Plot No. \_\_\_\_\_, located in\_\_\_\_\_, Wave City, Ghaziabad, Uttar Pradesh (hereinafter referred to as the “Demised Commercial Shop”).
- (7) Subsequently in accordance with the request of the Vendee(s) the Demised Commercial Shop 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**”).
- (9) The Vendee(s), after having satisfied with the clear and marketable title held by the Vendor and the description physical condition of the building in which the said Shop is situated, the size, dimensions of the said Shop along with physical

characteristic thereof and fully satisfied for same and the calculation of saleable area of the said Demised Commercial Shop, have paid the entire sale consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), towards the purchase of the said Demised Commercial shop 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 said Demised Residential Floor. 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.

(10) **AND WHEREAS** as per the Layout Plan it is envisaged that all the Shops on all floors shall be sold as an independent units alongwith impartible and undivided pro-rate share only in the land underneath the building( excluding the area of basements reserved for car parking and services) for the Shop(s) to be used and maintained jointly by all the Vendee(s) and further no construction/addition shall be permitted. However, the Vendor shall have the right in case of any change in the FAR, carry out construction of further Shops in the eventually of such change in the FAR. Club, open spaces, parks, toilets, public amenities will be the sole ownership of the Vendor.

**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 Conveyance completely all its rights, title and interests in the said Demised Commercial Shop 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 (Carpet Area includes the net usable area excluding the area covered by the external walls, area under services, shafts, exclusive balcony or verandah area) admeasuring \_\_\_\_\_ Sq. Meters ( \_\_\_\_\_ Sq. feet.) as constructed on the plot of land, over which the said Demised Shop 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 Commercial Shop 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 Commercial shop is shown with red color in the Layout Plan attached herewith and marked as **Annexure – A**.
2. That it is clearly understood and agreed by the Vendee(s) that the Vendee(s) shall not have any ownership rights in front set back and rear set back on the \_\_\_\_\_, and therefore, no construction of any kind/nature whatsoever (whether temporary or permanent) shall be authorized/made on and above the front set back and rear set back by the Vendee(s).
3. 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 area of the Shop.
4. 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.
5. That the Vendor is full-fledged and lawful owner of the Demised Commercial Shop 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.

6. That the Vendor on this day has delivered actual, physical and vacant possession of the Demised Floor to the Vendee(s), forever and the same is acknowledged by the Vendee(s). The Vendor has completed all development works in this Demised Commercial Shop to fulfill their responsibility as per the approved layout/ building plans and prior to taking possession of the Demised Commercial shop, 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 Commercial Shop, no complaint of any kind whatsoever shall be entertained either by the Vendor or the Maintenance Agency.
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 Floor 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 Commercial Shop and Plot 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 Shop, in lawful manner. However, It is clearly understood and agreed by the Vendee(s) that any transfer or alienation of the Demised Commercial Shop 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 transfer of the Demised Floor in their records and having equal share in the Said Floor.
9. That the Vendee(s) or his assignees or nominees from the date of execution of this Deed of this Demised Commercial Shop 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 Vendee or Occupier of the said Shop shall not put up any name or signboards, neon lights, publicity or any kind of advertisement material, hoarding, hanging of cloths etc. on any other part except the shop and will maintain the external façade of the Building intact
11. That the Vendee shall not use the said Shop, so as to cause any blockage or hindrance or nuisance of any nature whatsoever, to any person in the Complex, common passages, terraces or common areas and facilities of the Building. The Vendee shall not keep or store any combustible or hazardous goods in the said Shop. That the Vendee shall use the said Shop for commercial purposes only. However, if the Vendee use or permit to use of the said Shop for any purpose contrary to the permissible use, then in that event, the Vendor and/or its Maintenance Agency/its other Agency/its other Agents and/or the Association of the Shops Owners shall be entitled to take action in accordance with law.. 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 culminates into this Deed. However, the terms and conditions 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 Commercial shop and the Vendee(s) undertake to strict and full compliance of the same all the times and all or any consequences shall be that of the Vendee(s) alone. Even in cases of damage to any flooring or ceiling in any manner with the use of the office spaces, passages or amenities available for common use. Thus, the vendee indemnifies against any loss 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. or penal action, damages or loss due to misuse etc.
12. That the Vendee shall not do or permit anything to be done in or about the said Shop which may tend to cause damage to any flooring or ceiling in any manner interfere with the use there of or of spaces, passages or amenities available for common use. The Vendee here by indemnify (ies) the Vendor against any penal action, damages or loss due to misuse for which the Vendee shall be solely responsible.
13. That the Vendee shall not change or cause to be changed any structure of the said Shop or any portion there so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Vendor shall be entitled to remove the offending structure/nuisance at the cost of the Vendee and claim all costs on this

account from the Vendee. That the Vendee shall not remove any common walls of the said Shop including the load bearing walls and the partition walls/structures common between the Vendee and the adjacent Shop holders. As there are hidden RCC Columns & RCC Shear Wall supporting whole structure, so no change is allowed.

14. That the Vendee shall have no objection and shall not make any claim against the Vendor or its agents, lessee, licensee, etc. If any part of the top roof/terrace on/above the top floor of any of the Buildings is given on lease or hire by the Vendor or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment advertisement purposes which does not form a part of the Shop area paid for by the Vendee, in the Complex/Township.
15. That it has been agreed that Vendee has no right, title, interest & claim of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, stair case, corridor etc. The common area parks and roads shall remain undivided and neither the Vendee nor any other person shall take any action for partition or division of any part there of and any covenant to the contrary shall be void.
16. The terraces, roofs, parapet walls, ground floor, club, basements, swimming pool, commercial area and other space under ground floor and all open space in front of commercial space and all unsold spaces shall continue to be property of the Vendor and who shall be entitled to use or deal with for any purpose whatsoever. Any Shop owner or Association of Shop owners will not be allowed for any type of encroachment/ construction or claim on the above said area of the Complex and Township including roads and lobbies.
17. That no parking of Car/Vehicle is allowed inside the Complex except those Vendees, who have reserved the Car parking Space. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked with in same parking space allotted to the Vendee, no other place will be provided/allowed for the same. The Vendor also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the complex to the Allottees of the Shops. Any welfare association of the Shops etc. shall not have any right over the un-allotted Shops.
18. That it is mutually and specifically agreed and undertaken by the Vendee(s) that the Vendee(s) shall use the Demised Commercial Shop 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.
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 Floor 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 Vandee shall not use the said Shop for any business or trade relating to Meat, Chicken, Fish, Automobile Repair Shop, Liquor, Wine, Beer, Lathe Machines and small/heavy machines or any other activities/ business which is objectionable by the Vendor or its nominee or Maintenance Agency without prior written permission of Vendor or its nominee maintenance agency.
21. That the Vendee(s) further specifically agrees that except the right, title or interest of Demised Commercial Shop, the Vendee(s) shall have no right, title or interest of any kind whatsoever in any lands, buildings, facilities and amenities falling outside the Demised Commercial Shop in the land earmarked for shops, commercial premises, club constructed or to be constructed or the plot on which the Demised Commercial Shop 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.
22. That in case any structural defect or any other defect in workmanship, quality or provision of services found after execution of this sale deed and/or on intimation given by Vendee(s) to the Vendor, then the Vendor shall be under obligation to ratify the same within reason time as per the prevailing laws.
23. . 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 Floor 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.

24. That the Vendee has agreed and understood that the Vendor and/or its nominee company may at their sole discretion and subject to such Government approvals, as may be necessary, enter into the arrangement of generating and/or supplying power to the various Buildings of \_\_\_\_\_ including that Building/ Complex in which the Vendee is owning the said Shop. In such an eventuality the Vendee fully concurs and confirms that they shall have no objection to such arrangement for generating and/or supply of power but also gives complete consent to such an arrangement including it being an exclusive source of power supply to the various Buildings or to the Vendee directly and has noted the Possibility of its being to the exclusion of Power supply from U.P Power Corporation Ltd./ Competent Authority. It is further agreed by the Vendee that the Vendor or its nominee company shall have the sole right to select the site, capacity and type of the Power Generating and Supply Equipment/Plant as may be considered necessary by the Vendor or its nominee company in their sole discretion from time to time.
25. 5. 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 Commercial Shop 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.
26. The Vendee(s) shall not do or suffer anything to be done in or around the Demised Shop which may tend to cause damage to the adjacent floors or plots 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 Commercial Shop by the Vendee(s).
27. 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 Floor being conveyed by this Deed shall be borne by the Vendee(s) exclusively.

28. 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.
29. 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 Commercial Shop shall equally be applicable to and enforceable against any and all subsequent purchasers/vendee(s) of the Demised Commercial shop as the said obligations go along with the Demised Commercial Shop for all intents and purposes.
30. 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.
31. That the Vendee(s) agrees and confirms that all obligations arising by virtue of this Deed in respect of Demised Floor 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 Commercial Shop. 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.
32. The Vendee(s) further undertake not to do anything or shall not use the Demised Shop 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 Commercial Shop for 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.
33. That the Vendee agrees to this in case of further sale/change in ownership of                      his/her/their Shop a prior NOC in writing from all existing maintenance bodies/agencies are required to be obtained by the Vendee for transfer/sale of                      Shop for the clearance of maintenance dues/any other dues. All the terms & condition will be binding on the success or/subsequent owner/user of the Shop. If transfer/sale/change in ownership is effected without NOC then all the dues will be paid by the new owner.

34. That the contents of the said Shop along with the connected structural part of the building shall be insured by the Vendee at his own cost against the fire, earthquake etc. The Vendor after handing over the possession of the said Shop shall in no way be responsible for safety, stability etc. of the structure. All charges towards insurance will be paid by the Vendee either by him individually or through society/association collectively if so formed.
35. That all recital of this Sale Deed along with annexure here to shall form a part and parcel of this instrument of sale and shall be binding on the parties here to. That if any provision of this Sale Deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as it is reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to the applicable laws and the remaining provisions of this Sale Deed shall remain valid and enforceable in law.

**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.