

Performa of Conveyance / Sale Deed**SCHEDULE OF PROPERTY**

1. Nature of Property	:	Apartment
2. Details of Property	:	
3. Super Area	:	_____
4. Carpet Area	:	_____
5. Status of Road	:	
6. Total No. of Story in Building	:	
7. Status of Apartment	:	_____
8. Category of Construction	:	
9. ParkFacing	:	
10. Parking	:	_____
11. CircleRate	:	
12. TotalValueasperCircle Rate	:	Rs. _____/-
16. TotalConsiderationValue	:	Rs. _____/-
17. StampDuty Paid	:	Rs. _____/-

## SALE DEED

This Sale Deed(the "**Deed**") is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Ghaziabad, Uttar Pradesh;

**BY**

**M/s Gulshan Empire Estate LLP**, (LLPIN no. ACF-3850), an LLP incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at Gulshan one29, 7<sup>th</sup> Floor, Plot no. C3-E1, Sector 129, Noida, Uttar Pradesh, India – 201304 , (PAN : **ABAFG8210H**) represented by its authorized signatory Mr. \_\_\_\_\_ S/o Mr. \_\_\_\_\_ appointed by virtue of a duly executed LLP Partners' Resolution dated \_\_\_\_\_ (hereinafter referred to as the "**Vendor**" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include administrators, executors and permitted assigns) of the ONE PART.

### IN FAVOUR OF

Mr./Ms. \_\_\_\_\_ S/W/D/o \_\_\_\_\_, R/o \_\_\_\_\_ PAN: \_\_\_\_\_

(Hereinafter referred to as the "**Vendee**" which expression unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, executors, legal heirs, administrators and permitted assigns) of the SECOND PART.

The Vendor and Vendee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

### **WHEREAS:**

- A.** 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/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-Vide/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-Vide/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 in the State of Uttar Pradesh.
- B.** A High Power Committee was constituted by the Government of Uttar Pradesh for selection of developers and that the committee thereby selected the Consortium of M/sUppal Chadha Hi-Tech Developers Private Limited (herein after referred as "**UPPAL**") 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 to the UPPAL for development of the Hi-Tech Township.
- C.** In terms of the Hi-Tech Township Policy, a Memorandum of Understanding dated

30.11.2005, which was further amended/ revised vide revised/amended dated 17.02.2010 were signed between Ghaziabad Development Authority (“**GDA**”) and the UPPAL and accordingly UPPAL 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.

- D.** The said DPR for the entire Hi-Tech Township submitted by the Uppal 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 Uppal in terms of the Hi-Tech Township Policy of the Uttar Pradesh Government.
- E.** Uppal is developing the Hi-Tech Township located on NH-24, near Ghaziabad, Uttar Pradesh, under the name and style of “**WAVE CITY**” comprises of residential group housing/commercial plots and other area, in terms of approvals obtained/ to be obtained from the Competent Authorities.
- F.** Uppal has transferred all its rights, interest, title in the Plot No. GH-2B, admeasuring 22504.50 Square Meters falling in Oakwood Enclave, Sector-01, Wave City, NH24, Ghaziabad, Uttar Pradesh in favour of the Vendor by virtue of the Sale Deed dated 31.07.2025 duly registered in the office of Sub- Registrar- I, Ghaziabad, Uttar Pradesh on 31.07.2025 in Book No. 1, Volume No. 22315 on pages 115 to 144 with registration number 8893.
- G.** The Vendor had obtained approval of layout for development of Group Housing project on the above said land, project known as “**Gulshan Empire**” per the sanction/ approvals obtained from GDA and other competent authorities.(herein after referred as “**Project**”)
- H.** The Vendee has seen all documents of titles, all other relevant papers, building plans etc. of the Project, and has fully satisfied himself/herself/themselves about the authority, power, right and title of the Vendor and signed the Agreement to Sell dated ----- with the Vendor and in pursuant whereto the Vendor has agreed to sell and the Vendee has agreed to purchase the Apartment/ Unit no. \_\_\_\_ on \_\_\_\_ Floor of the tower \_\_\_\_ in the Project, having Carpet Area \_\_\_\_\_ sq. ft. ( \_\_\_\_\_ sq. mtrs.) and Super area of \_\_\_\_\_ Sq. Ft/ ( \_\_\_\_\_ Sq. mtrs.) (herein after referred to as “**Demised Apartment**”) more particularly stated in **Annexure-A** along with impartible and undivided pro-rata, proportionate share in the land of the Project.
- I.** The Parties hereby confirm that they are signing this Sale Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

1. That having received from the Vendee the consideration of \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and other applicable

charges, the receipt whereof the Vendor hereby acknowledges and admits towards full and final consideration, the Vendor does hereby sell, convey, transfer by way of this Deed completely all its rights, title and interests in the Demised Apartment along with impartible and indivisible proportionate rights in the said land underneath the building constructed on the plot of land, over which the Demised Apartment has been constructed.

2. That the Vendor is full-fledged and lawful owner of the Demised Apartment specified as aforesaid in the Schedule of Property (**Annexure-A**) and is fully competent and entitled to execute and get registered this Deed in favor of the Vendee and to confer a clear and marketable title in respect thereof in favor of the Vendee. The title of the Vendor is free from all types of encumbrances, charges, liens, recovery attachment etc. up to the date of execution of this Deed.
3. The vacant and peaceful possession of the Demised Apartment has been delivered to the Vendee simultaneously with the execution and registration of this Sale Deed, and the Vendee has satisfied himself/herself with regard to the area of the Demised Apartment, quality and extent of construction and the specifications in relation thereto and the Vendee has agreed not to raise any dispute against the Vendor at any time in future on this account.
4. That with the execution of this Deed and receipt of possession as stated hereinbefore the Vendee shall have lawful right for all times to enter into, to occupy and to enjoy ownership & possession of the Demised Apartment. The Vendee shall have a right to use common services within the Project, subject to such terms and conditions as laid down under the Separate Maintenance Agreement to be executed between the Vendee and the Vendor or its Nominated Maintenance agency and also those prescribed / will be prescribed by the Government or local bodies from time to time. The Vendee represented that he/she/they have seen, read and understood the content of Maintenance Agreement and consent to execute it as and when told to do so.
5. That Vendee shall hereafter have all future rights to hold, use, enjoy and transfer or bequeath the Demised apartment, in lawful manner. However the Vendee shall not be entitled to sell, transfer or assign the whole or any part of the Demised Apartment to anyone except by obtaining a prior written NOC of the Vendor or its Nominated Maintenance Agency.
6. That whenever the title of the Vendee in the Demised Apartment is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Deed, and the terms and conditions of Allotment and the Maintenance Agreement referred above in this Deed.
7. That the Vendee shall be entitled to sublet the Demised Apartment for residential purposes alone in accordance with the prescribed rules and regulations (if any) by the Vendor / its Nominated Maintenance Agency / any other competent authority in this regard.
8. That the execution of this Deed is in supersession of all the previous agreements and arrangement and terms and conditions contained therein, which hereby finally and

unequivocally culminate into this Deed.

9. The terms and condition applicable on the High Tech City policy or any applicable Laws / rules by the Competent Authority or Court ,will always be applicable on the Demised Apartment and the Vendee undertakes to be fully compliant of the same. The Vendee shall keep the Vendor indemnified, and keep harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requirements.
10. That in respect of the Project / Demised Apartment, the Vendee agrees to do or comply with the followings:
  - (a) shall not make any structural alterations to the Demised Apartment and/or effect any change to the facade or elevation or cover the Balconies.
  - (b) shall use the Demised Apartment for residential purposes only. The Allottee undertakes not to use the Demised Apartment or permit the same to be used for any other purposes which is restricted / prohibited / illegal / immoral.
  - (c) not to put any sign-board, neon-light, publicity material or advertisement material etc. at any place in the Project.
  - (d) shall not cause any interference, hindrance or encroaching the common areas/ path by placing any articles or items thereon, including use of the said place for their pet animals etc.
  - (e) Shall take all due care and not tamper with or alter the Fire Fighting and fire detection system. All applicable fire regulations must be obeyed.
  - (f) Shall not keep or store any chemical, combustible or hazardous goods, material or anything of like nature in the Demised Apartment or common area or at any place in the Project.
  - (g) Shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the Demised Apartment.
  - (h) The Project is a part of the Hi-Tech Township i.e. Wave City and the layout plan of the Hi-Tech Township has been sanctioned by the GDA wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities shall be confined up to this particular Project only. The up keeping and maintenance of the Project will be carried out by the Vendor or its Nominated Maintenance Agency.

The Vendee shall pay common area maintenance charges , utility and other dues together with applicable GST and shall abide by all the terms and conditions stated therein. The Vendor or its Maintenance Agency shall have sole right to decide and fix common area maintenance charges and other utility charges.

11. All charges, i.e., stamp duty, legal expenses etc., for execution and registration of this Sale deed shall be borne and payable by the Vendee. 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 exclusively.

12. If the Government or any other authority under law demands / levies any additional fees, taxes, charges, by whatever name called with regards to Project Land / Demised Apartment including development charges for roads, power, infrastructure facilities in the area and/or compensation to farmers / other stakeholders etc. from retrospective or prospective effect and the Promoter is required to pay such charges / levies / demands to the concerned Authorities, then the Vendor has a right to demand such charges/levies/demand from the Vendee on proportionate basis and the Vendee agrees to make payment of the same.
13. That the Vendee has read and fully understood the contents of this Deed and executed this Deed with full knowledge and subject to all the laws and rules applicable in the area from time to time.
14. That it is clearly understood and so agreed by and between the Vendor and the Vendee 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 of the Demised Apartment as the said obligations go along with the Demised Apartment for all intents and purposes.
15. 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.
16. For the purpose of this Deed, the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.

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***- Execution page follows-***

**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**  
**Vendor**

**Vendee**

**Witness :**

1.

2.

**Annexure- A**

SCHEDULE OF APARTMENT / UNIT BEARING NO.

Apartment / Unit bearing No. ..., on ...<sup>st</sup> Floor in **Block-.....**, consisting of .....-Bed Rooms, Drawing-Dining Room, Kitchen, .....-Toilets and Balcony(s), having a Total Super area approximate ..... Sq. Ft. (..... Sq. Mtr.) and Carpet area of ..... Sq. Ft. (..... Sq. Mtr.) along with right to use ..... Car Parking Space in the project "**Gulshan Empire**", built on Plot NoGH-2B, falling in Oakwood Enclave, Sector-01, Wave City, NH24, Ghaziabad, Uttar Pradesh along with undivided, impartibly, unidentified rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Apartment / Unit , as per the enclosed plan and bounded as follows:-

East: }  
West: }  
South: } As per the Floor Plan  
North: }