

Stamp : Rs /-

SALE DEED

Nature of Land : Commercial
:

Detail of Property : **SHOP AT ELDECO CITY MART,**
Situating within the Township namely
("Eldeco City") situated at
_____, District- Bareilly.

Shop No. : _____

Location of Commercial Shop : _____

Build-up Area : _____ M²

Carpet Area : _____

Road : _____

Type of Property : Commercial Shop

Consideration : Rs. _____/-

Valuation : Rs. _____/-

BOUNDARIES OF THE PROPERTY

NORTH : No. _____

SOUTH : No. _____

EAST : No. _____

WEST : No. _____

Name of Seller	: Eldeco Infrabuild Limited, (PAN NO. AAACE4554G), a company incorporated under the Companies Act, 1956 having its registered office at _____. (hereinafter referred to as " Seller ") & its subsidiaries through Authorized Signatory Mr. _____ son of Mr. _____, duly authorized by Board Resolution dated _____ which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the FIRST PART
Name of Purchaser	: (1) MR. _____ SON OF _____ (ADHAAR NO. _____ PAN _____ D.O.B. _____ CONT NO. _____, PROFESSION- _____) (2) MRS. _____ WIFE OF _____ (ADHAAR NO. _____ PAN. _____, D.O.B. _____ CONT _____ NO. _____ PROFESSION- _____) BOTH RESIDENT OF- _____

THIS SALE DEED is executed at _____ on this _____ day of _____ 20____.

BY

Eldeco Infrabuild Limited, (PAN NO. AAACE4554G), a company incorporated under the Companies Act, 1956 having its registered office at- _____ (hereinafter referred to as "**Seller**") & its subsidiaries through Authorized Signatory **Mr. _____ son of Mr. _____**, duly authorized by Board Resolution dated _____ which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the **FIRST PART**

IN FAVOUR OF

(1) **MR. _____ SON OF SHRI _____** (2) **MRS. _____ WIFE OF _____, BOTH RESIDENT OF- _____, (_____, (hereinafter referred to as the "**Purchaser/s**"),** which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns, of the **SECOND PART**.

WHEREAS:

- A. Eldeco Infrabuild Limited (hereinafter referred to as "**SELLER**") along with other land owners is seized and possessed of _____ acres of land situated at _____, Bareilly, Uttar Pradesh (hereinafter referred to as "**Total Land**"), more particularly demarcated in the layout plan approved by Bareilly Development Authority ("**BDA**") dated _____
- B. The **SELLER**, by virtue of an inter-se-arrangement/s /consortium agreement with the land owners is developing a Township on

the Said Land under the name and style of “**Eldeco City**”, (herein “**Township**”) as per approved Layout Plan which inter – alia includes plotted development, independent built-up plots, independent floors, commercial spaces, parks, utilities and other common services and facilities therein. EIPL has carried out the development of the Township by carving out the plots of different sizes and dimensions on the Total Land so as to allot, transfer and sell the same as such or by constructing thereon and to realize the consideration in whole or in installments and issue receipts in acknowledgment thereof and to convey the plot(s)/built up plot(s)/independent floor, commercial space etc to the intending purchasers by executing sale deed for the same and to do all acts, matters and deeds incidental thereto.

- C. The Total Land is developed as residential township (hereinafter “**Township**”) which will be developed in the planned and phased manner, which inter – alia includes plotted development, independent built-up villas, commercial spaces, independent floors, schools, parks, club, utilities, common services and facilities etc. therein.
- D. The Promoter is now developing a commercial project by the name of “**Eldeco City Mart**” (herein “**Project**”) on the land admeasuring 640.16 sq. meters (20.219 acres) forming part and parcel of Total Land (“**Project Land**”)
- E. The Purchaser named above, applied to the SELLER for allotment of a Shop bearing No. _____, having Build-up area of _____ sq. mtrs, in the Project (herein “**Said Shop**”) pursuant whereof the Said Shop was allotted to the Purchaser together with the right to use the common areas & facilities including all easementary rights attached thereto, for the consideration and on the terms and conditions contained in the Agreement to Sale dated _____ (hereinafter referred to as “**Allotment Agreement**”).

- F. The Township is under construction & development, as per the plan(s) approved in this regard but the Seller for technical or better planning and layout or any other reason shall have a right to revise/ amend the existing plan as per the applicable norms.
- G. The Purchaser has confirmed that he/ she is fully satisfied in all respects with regard to the right, title and interest of the Seller in the Said Shop, Township/ Project, and has understood all limitations and obligations of the Seller in respect thereof.
- H. The Purchaser has paid the entire sale consideration as per the terms of payment plan contained in Allotment Agreement in respect of the Said Shop and as such the Seller is now executing the present Deed of sale and transfer of the Said Shop to the Purchaser in terms hereof.

NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS

1. In pursuance of the Allotment Agreement and in consideration of the amount of **Rs.** _____ **/-** (**Rs.** _____ **Only**), paid by the Purchaser to SELLER, the receipt whereof the SELLER hereby admits and acknowledges, and the Purchaser agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Agreement, referred in the recitals hereinabove, and undertaking to pay such further amount, as may at any time hereto after become payable in terms hereof. The Sellers, by virtue of this Sale Deed doth hereby sell, convey, assure, assign and transfer to the Purchaser the Said Shop, on "as is where is" basis more particularly described in Schedule-1 hereunder written, and for greater clearness delineated on the plan attached hereto, together with the right to use the common areas & facilities of the Project including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Shop, to have and to hold

the same unto and to the use of the Purchaser and his/ her/ their legal heirs, legal representatives, successors-in-interest and assigns, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.

2. The Said Shop hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances, liens or charges (except those created on request of the Purchaser to obtain loan for purchase of the same), transfers, easements, liens, attachments of any nature whatsoever
3. The vacant and peaceful possession of the Said Shop is being delivered to the Purchaser simultaneously with the signing of this Sale Deed, and the Purchaser confirms having satisfied himself/ herself/ themselves as to the area / dimensions / cost & allied charges, quality of construction, and extent of various installations like water, sewer connection etc. provided in respect of the Said Shop.
4. The Purchaser acknowledges that the Carpet Area of the Said Shop is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016.
5. The Purchaser acknowledges and accepts that Seller shall have with the additional development as per the norms.
6. The Purchaser shall have no right to object to the Seller constructing and/or continuing to construct other Commercial spaces/ facilities in the Township as may be permissible.
7. The Purchaser shall not use or allow to be used Said Shop for any purpose other than activities which are permissible.
8. The Purchaser shall not at any stage of time object any permissible construction & development being carried out or to be carried out by Sellers in the Township.
9. The Purchaser shall at all times, whether demanded or not, shall be liable to pay, on pro rata basis, all taxes, charges, assessments,

levies upon the Said Shop/ Project by Local Body(s), Civic Authority(s) or any lawful authority from the date of levy or as may be levied from time to time.

10. The Purchaser or any person claiming through them shall not be entitled to subdivide the Said Shop or amalgamate the same with any other adjoining Shop (s). In case of joint Purchaser(s), each Purchasers share in the Said Shop shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
11. The Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Shop hereby conveyed to any person(s) subject to the terms contained herein and shall before doing so obtain a No Objection / No Due Certificate as regards clearance/ payment of outstanding maintenance charges/other dues from the EBIL or the Maintenance Agency (defined in clause 23) and payment of such administrative charges as may be prescribed as the case may be.
12. The Purchaser shall not put any sign-board/name plate, neon-light, publicity or advertisement material etc. outside the Said Shop or the common areas or on the roads of the Project/ Township and shall only be entitled to install signage at the proper designated place provided.
13. The Purchaser, whenever transfer the title of the Said Shop, then the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed, Allotment Agreement and the Maintenance Agreement etc. and he/ she/ they shall be liable and answerable in all respects thereof.
14. The Purchaser, whenever transfer the title of the Said Shop, then it shall be the responsibility of the Purchaser to pay the outstanding maintenance and other charges payable to EBIL/Maintenance Agency before effecting the transfer of the Said Shop and/or

construction thereon failing which the transferee shall have to pay the outstanding dues.

15. The Purchaser subject to the same reservations, limitations as mentioned in Clause No. 7 above, shall be entitled to sublet the Said Shop.
16. The Purchaser shall from time to time and at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, fire fighting tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, Development Charges etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Township/ Said Shop by virtue of any notification or amendment in the existing laws (including any levy of any additional charges payable to the BDA/ other Competent Authority(ies), any other taxation etc) and/ or any increase therein effected, on pro-rata basis. The Purchaser agrees and understands that if such the pro-rata demand is raised as above said on the Purchaser, the same shall be payable by the Purchaser directly to the concerned government agency / Competent Authority(ies) or department concerned or to Seller as the case may be.
17. The Purchaser shall at all times duly perform and observe all laws, by-laws, rules and regulations stipulated by BDA, Municipal, Local and other Government or Statutory bodies and shall alone be responsible for any non-compliance or breach thereof and shall keep the Seller/ Maintenance Agency and other occupiers of the Township indemnified and harmless against all costs, action, consequences, damages & penalties arising on this account.
18. The Purchaser, for the purpose of availing the Maintenance Services in the Township has, entered into a maintenance agreement with EBIL for the maintenance and upkeep of the Township/ Project (herein '**Maintenance Agency**'), The Purchaser

agrees to abide the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills, charges as may be raised by the EBIL from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the EBIL to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.

19. The Purchaser shall obtain electricity connection for the Said Shop at its own cost and expenses. Additionally, no power back up will be provided to the Said Shop.
20. The Purchaser shall maintain the Said Shop and constructions thereupon at his/her/their own cost and expenses. The Purchaser shall not, in any manner, litter, pollute or cause nuisance in the areas adjoining the Said Shop and ensure proper garbage and refuse disposal.
21. (a) The Purchaser shall always keep the Seller/ Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages which in respect thereof. The Purchaser agrees not to raise claim/damages against any third party liability.
(b) EBIL/ Maintenance Agency on account of any harm, damage or loss caused due to theft/fire/accident etc. in the Said Shop then EBIL/ Maintenance Agency shall not be responsibility in any manner whatsoever.
22. The Purchaser shall not in any manner whatsoever cause damage to or encroach upon any part of the Township/ Project, common areas, other plots, built up areas etc and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/ permanent constructions carried out in the common areas or on any part of the Township/ Project by the Purchaser or any damage caused to the common areas or on any part of the Township shall be liable to be

removed/ rectified at the sole cost and expenditure of the Purchaser by the Maintenance Agency/ SELLER.

23. The Purchaser shall obey all directions, rules and regulations made by the EBIL/ Maintenance Agency/ concerned government authorities, now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as it affect the health, safety or convenience of other inhabitants of the Township/ Project.
24. The Purchaser except said Shop, shall not have any right in any verandah area of commercial premises, school, nursing home Club etc, of the Township/ Project, the Seller shall be free to sell, transfer, lien etc. of the same on such terms and conditions, as it may deem fit and proper. The Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such commercial premises, school etc to any person/s and also in their operation and management.
25. The facilities and amenities in the Township will be developed/provided in phases as such the completion of construction/provision of all these facilities/amenities may go as long as the completion of the entire Township and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Said Shop, the Purchaser consent not to raise any objection/dispute in this regard.
26. EBIL has provided/ made provisions for basic internal services like water, sewer, drainage, internal electrification in the Township. However, these services are either to be handed over or to be joined with the external services like trunk sewer, water mains, nala to be provided by BDA, Jal Sansthan & other local bodies. In case, there is a delay in providing these external services by the local bodies/BDA which prevents the Seller from joining the said internal services with external services, the Purchaser shall not held Seller

liable for such delay & consequently shall not raise any claim/dispute against EBIL for delay in providing said external services by BDA/ Local authorities.

27. The Purchaser shall keep indemnified, defend and hold harmless the SELLER against any/all actions, proceedings, third party claim/s or any losses, costs, charges, penalties, expenses or damages incurred and suffered by or caused to the Seller/ Maintenance Agency / other occupants of the Township/ Project, by reason of any breach, non-observance, non-performance of the conditions contained herein and/or due to non-compliance with any rules & regulations and/or non-payment of municipal taxes, levies, charges and other outgoings.
28. The Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed shall be borne by the Purchaser. The Purchaser agrees that, if at any time additional stamp duty is demanded by the competent authorities due to any reason, whatsoever than the same shall be exclusively borne by him/her/them.
29. The property transferred hereby is a Shop measuring _____ sq. mtr. The Said Shop is situated on ____ mtr wide road. The valuation of the land is @ Rs. _____ per sq mtr. works out to be Rs. _____/-.

SCHEDULE OF SAID SHOP

The Said Shop bearing No. _____, ad-measuring Build-up Area _____ sq. mtr. Type-_____, in the Integrated Township situated known as “Eldeco City” situated at _____, District- Bareilly along with the right to use the common areas & facilities

including all rights and easements whatsoever necessary for the enjoyment of the Said Shop, the bounded as under :

BOUNDARIES OF THE PROPERTY

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESS WHEREOF the SELLER and the Purchaser have hereunto set their hands, the day, month and the year first above written and on the presence of following witnesses:

In presence of:

Witnesses:

	<p>Eldeco Infrabuild Limited,</p> <p>SELLER</p> <p>(PAN NO. AAACE4554G),</p>
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	<p>PURCHASER/S</p>
<p>Typed By:</p>	<p>Drafted by:</p>

DRAFT