

Stamp : Rs /-

**SALE DEED**

Nature of Land :  
:  
:  
:  
: **PLOT AT ELDECO CITY PHASE II,**  
an Integrated Township situated at  
\_\_\_\_\_, District- Bareilly.

Plot No. : \_\_\_\_\_

Location of Plot : \_\_\_\_\_

Plot Area : \_\_\_\_\_ M<sup>2</sup>

Road : \_\_\_\_\_

Type of Property : Residential

Consideration : Rs. \_\_\_\_\_/-

Valuation : Rs. \_\_\_\_\_/-

**BOUNDARIES OF THE PROPERTY**

NORTH : No. \_\_\_\_\_

SOUTH : No. \_\_\_\_\_

EAST : No. \_\_\_\_\_

WEST :

Name of Seller	:	<b>Eldeco Infrabuild Limited, (PAN NO. _____),</b> a company incorporated under the Companies Act, 1956 having its registered office at _____. (hereinafter referred
----------------	---	--

		to as <b>"EIBL"</b> ) & its subsidiaries through Authorized Signatory <b>Mr.</b> _____ <b>son of Mr.</b> _____, duly authorized by Board Resolution dated _____ ( <b>hereinafter referred to as "Seller"</b> ) 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 <b>FIRST PART</b>
Name of Purchaser	:	<b>(1) MR.</b> _____ <b>SON OF</b> _____ (ADHAR NO. _____ PAN _____ D.O.B. _____ CONT NO. _____, PROFESSION- _____) <b>(2) MRS.</b> _____ <b>WIFE OF</b> _____ (ADHAR NO. _____ PAN. _____, D.O.B. _____ CONT NO. _____ _____PROFESSION- _____ _____) <b>BOTH RESIDENT OF-</b> _____ _____ _____.

THIS SALE DEED is executed at lucknow on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

BY

**Eldeco Infrabuild Limited, (PAN NO. \_\_\_\_\_)**, a company incorporated under the Companies Act, 1956 having its registered office at- \_\_\_\_\_.(hereinafter referred to as **"EIBL"**) & its subsidiaries through Authorized Signatory **Mr.** \_\_\_\_\_ **son of Mr.** \_\_\_\_\_, duly authorized by Board Resolution dated \_\_\_\_\_

(hereinafter referred to as “**Seller**”) 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. M/s. Eldeco Infrabuild Limited (hereinafter referred to as “**EIBL**”) 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**”) .
- B. The Total Land is earmarked to be 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 and common services and facilities therein.
- C. The Promoter is now developing a portion of the Township by the name of “**Eldeco City**”( herein “**Project**”) on the land admeasuring 56503.12 sq. mtr. (13.96 acres) forming part and parcel of Total Land (“**Project Land**”)

- D. The Seller, by virtue of an inter-se-arrangement/s /consortium agreement among them is developing 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 Project/Township by carving out the plots of different sizes and dimensions on the Said 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.
- E. The Purchaser named above, applied to the Seller for allotment of a residential Plot bearing Plot. No. \_\_\_\_\_, Type-\_\_\_\_\_, having a plot area of \_\_\_\_\_ sq. mtrs, in the Township /Project (herein “**Said Plot**”) pursuant whereof the Said Plot 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 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 Land/Township/Said Plot, 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 Plot and as such the Seller are now executing the present Deed of sale and transfer of the Said Plot 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 Seller, by virtue of this Sale Deed doth hereby sell, convey, assure, assign and transfer to the Purchaser the Said Plot, 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 including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Plot, 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 Plot 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 and the Seller have unencumbered, good, marketable and transferable rights / title in the Said Plot to convey, grant, transfer, assign and assure the same unto the Purchaser in the manner aforesaid.

3. The vacant and peaceful possession of the Said Plot 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 and extent of various installations like water, sewer connection etc. provided in respect of the Said Plot.
4. The Purchaser shall have no claim, right, title or interest of any nature or kind whatsoever, in the facilities and amenities to or in the rest of the Project/Township, except right of usage, ingress/egress over or in respect of all common areas & facilities. The use of such common areas & facilities within the Project/Township shall always be subject to the covenants contained herein and up to date/ timely payment of all dues.
5. The Purchaser shall have no right to object to the Seller constructing and/or continuing to construct other units / spaces / facilities in the Township as may be permissible.. The Seller shall be entitled to the amenities/facilities viz water, electricity, sanitary/drainage system etc of Township /additional development /construction with the existing ones in the Township.
6. The Purchaser shall carry out construction on the Said Plot at its own cost and expenses in accordance with the approved building plans and specifications as may be approved by BDA. The Purchaser shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Said Plot and comply with the time frame, if any, stipulated by the concerned authorities for completing the construction/development thereon. The Purchaser shall alone be responsible and liable for all

consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules.

7. The Purchaser shall carry out construction on the Said Plot subject to that (i) it shall not cause nuisance or annoyance to the other occupants in the adjoining areas or (ii) it shall not obstruct or block the common areas and facilities of the Project/Township (iii) it shall not stock construction material on the road or areas adjoining the Said Plot.
8. The Purchaser understands and agrees that various utilities in the Township like drain, water, sewer network etc will be running outside the Said Plot. The Purchaser's utility connection to these services in respect of the Said Plot shall be subject to specific permission of EBIL.
9. The Purchaser or any person claiming through them shall not be entitled to subdivide the Said Plot or amalgamate the same with any other adjoining plot(s). In case of joint Purchaser(s), each Purchasers share in the Said Plot shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
10. The Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Plot 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 below) and payment of such administrative charges as may be prescribed as the case may be.
11. The Purchaser shall not put any sign-board/name plate, neon-light, publicity material or advertisement material etc on the building to be constructed upon the Said Plot or the common areas or on the roads of the Township/Project and shall be entitled to display his/her/their own name plate only at the proper place.

12. The Purchaser, whenever transfer the title of the Said Plot and/or construction thereon in any manner whatsoever, 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.
13. The Purchaser, whenever transfer the title of the Said Plot and/or construction thereon in any manner whatsoever, then it shall be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to EBIL/Maintenance Agency before effecting the transfer of the Said Plot and/or construction thereon failing which the transferee shall have to pay the outstanding dues of ECL/Maintenance Agency.
14. The Purchaser subject to the same reservations, limitations as mentioned in Clause No. 12 above, shall be entitled to sublet the whole or any part of the building to be constructed on the Said Plot for purposes of private dwelling only.
15. 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, External Development Charges (EDC), Development Charges (DC) etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Township /Said Plot and/or construction thereon 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 EHIL as the case may be.

16. The Said Plot is transferred /conveyed on “**as is where is**” basis and the Purchaser consent not to make any objection as to level of earth of the Said Plot relative to the level of adjoining areas or abutting road and further consent to raise any demand/claim for any earthwork or earth filling in the Said Plot.
17. The Purchaser shall pay on pro-rata basis such dues, demands, charges, taxes, liabilities, as determined and demanded by the EBIL/Maintenance Agency, so long Said Plot and construction thereon is not separately assessed. Once the Said Plot and/or construction thereon is assessed separately, the Purchaser shall pay directly to the competent authority on demand being raised by the competent authority.
18. The Purchaser shall at all times duly perform and observe all the covenants and conditions which are contained in this Sale Deed and the Allotment Agreement. The Purchaser shall also abide by and be liable to observe all the rules framed by the EBIL / Maintenance Agency and all laws, by-laws, rules and regulations stipulated by LDA, 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.
19. 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.

20. The Purchaser shall obtain electricity connection directly from LESA for supply of electricity to the Said Plot and construction thereon through the Sub Station/ Transformer at its own cost & expenses. The Purchaser is not provided power back to the Said Plot and construction thereon by Seller.
21. The Purchaser shall form and join an Association of allottees of the Township comprising of the Purchaser/s for the purpose of management and maintenance of the Township. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of charges as prescribed by Seller /Maintenance Agency.
22. The Purchaser shall maintain the Said Plot 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 Plot and ensure proper garbage and refuse disposal.
23. (a) The Purchaser shall insure the contents lying on Said Plot and/or building to be constructed thereon at his /her/their own cost and expenses. The Purchaser shall always keep the EHIL/Seller Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof. The Purchaser agrees not to raise claim/damages against any third party liability.  
(b) EBIL/Seller/Maintenance Agency on account of any harm, damage or loss caused due to theft/fire/accident etc. in the Said

Plot and/or building to be constructed thereon and EBIL shall not be responsibility in any manner whatsoever.

24. 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/EHIL.
25. The Purchaser shall not carry on or permit to be carried on, in the Said Plot and /or construction thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the EBIL/Maintenance Agency may be a nuisance, annoyance or disturbance to the other occupants/residents in the Project /Township and persons living in the neighborhood.
26. 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.
27. The Purchaser shall not have any right in any community facilities, commercial premises, school, nursing home Clubetc, of the Township/ Project, the EHIL/Seller shall be free to dispose 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 community facilities, commercial

premises, school etc to any person/s and also in their operation and management.

28. The Seller shall be entitled to make suitable and necessary variations, alterations, amendments or deletions to or in the development of the Township, relocate/realign service and utility connections and lines, open spaces and all or any other areas, amenities and facilities, for betterment of Township as per the norms or if the same is required by the concerned authority.
29. 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 Plot, the Purchaser consent not to raise any objection/dispute in this regard.
30. EBIL/Seller 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 hold EBIL/ Seller liable for such delay & consequently shall not raise any claim/dispute against EBIL/ Seller for delay in providing said external services by BDA/Local authorities.
31. 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.

32. 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.
33. The property transferred hereby is a plot measuring \_\_\_\_\_ sq. mtr. The Said Plot is situated on \_\_\_\_\_ mtr wide road. The valuation of the land is @ Rs. \_\_\_\_\_ per sq mtr. works out to be Rs. \_\_\_\_\_/-.

#### **SCHEDULE OF SAID PLOT**

The Said Plot bearing No. \_\_\_\_\_, ad measuring plot Area \_\_\_\_\_ sq. mtr. Type-\_\_\_\_\_, in the Residential Colony 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 Plot, the bounded as under :

#### **BOUNDARIES OF THE PROPERTY**

NORTH : Plot No. \_\_\_\_\_

SOUTH : Plot No. \_\_\_\_\_

EAST : Plot No. \_\_\_\_

WEST : \_\_\_\_mtr wide Road

**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:**

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

draft