

**SALE DEED**

THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF THE SALE DEED IN FAVOUR OF **MR.** \_\_\_\_\_ FOR **FLAT NO. \_\_\_\_TYPE/ CATEGORY-IIIrd (IN ELDECO CITY BREEZE** SITUATED AT, ELDECO CITY, VILLAGE-MUBARAKPUR & MUTTAKIPUR, TEHSIL-LUCKNOW & BAXI KA TALAB, DISTRICT-LUCKNOW, U.P.

Stamp: Rs \_\_\_\_\_/-

**SALE DEED**

Nature of Land : Residential  
Pargana : Lucknow/Mahona  
  
Mohalla : Eldeco City Breeze  
Detail of Property : Flat at Eldeco City Breeze, being part of **ELDECO CITY**, an Integrated Township situated at village-Mubarakpur & Muttakipur, Tehsil- Baxi ka Talab, Lucknow, District- Lucknow.  
  
Flat No. :  
Category of Flat :  
Built-up Area : \_\_\_ M<sup>2</sup>  
Super Area : \_\_\_ M<sup>2</sup>  
Road : More Than 200 mt Away From IIM Road  
  
Type of Property : Residential  
Construction Year : New  
Consideration : Rs. \_\_\_\_\_/-  
Valuation : Rs. \_\_\_\_\_/-.

**BOUNDARIES OF THE PROPERTY**

NORTH ;  
SOUTH ;  
EAST ;  
WEST ;

**Name of Seller**

**Eldeco Housing and Industries Limited**, a company incorporated under the Companies Act, 1956 having its registered and corporate office at Corporate Chamber - I, IInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, lucknow, Uttar Pradesh (hereinafter referred to as "**EHIL**") & its subsidiaries all through. their Authorised Representative 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**

**Name of Purchaser** of : Mr. \_\_\_\_\_ son of \_\_\_\_\_ resident of -

**THIS SALE DEED** is executed at Lucknow on this \_\_\_ day of \_\_\_2018.

**BY**

**Eldeco Housing and Industries Limited**, a company incorporated under the Companies Act, 1956 having its registered office and Corporate office at Corporate Chamber -1, IInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, Lucknow. Uttar Pradesh. (hereinafter referred to as "**EHIL**") & its subsidiaries all through their Authorised Signatory....., duly authorized by Board Resolution dated ..... (**Hereinafter jointly 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**

Mr. \_\_\_\_\_ son of Mr. \_\_\_\_\_ 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 City Ltd (**ECL**) (erstwhile known as Eldeco City Pvt Ltd "ECPL") along with its subsidiary companies was granted license/permission under the Integrated Township Policy by the Lucknow Development Authority (herein "**LDA**") on land totaling approx. 133.07 acres situated at IIM Road, Sitapur Road, Lucknow (herein '**Said Land**').
- B. The LDA approved the layout plan and also plans for construction and development of Integrated Township on the Said Land, (herein "**Township**") as per the terms & conditions enumerated in the Integrated Township Policy & subsequent G.O. (s) issued from time to time in this regard.
- C. The Township on the Said Land is being developed under the name and style of "**Eldeco City**", as per approved Layout Plan & Building Plan, which inter - alia includes plotted development, independent built-up Villas, Group Housing, commercial spaces, parks, utilities and other common services and facilities therein. ECL has carried out the development of the 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 villas, commercial spaces, Group Housing etc and to realize the consideration in whole or in installments and issue receipts in acknowledgment thereof and to convey the duly developed villas/plot/Flats/Group Housing to the intending purchasers by executing sale deed for the same and to do all acts, matters and deeds incidental thereto.

- D. The Purchaser named above, applied to the ECL for allotment of a Flat/Unit No bearing No. \_\_\_\_\_, Type/Category \_\_\_\_\_, Block no \_\_\_\_\_ having a Super area measuring \_\_\_\_\_sq. mtrs ( \_\_\_\_\_ sq. ft.) .....carpet area.....sq mtrs and built area\_\_\_\_\_ sqmt ( \_\_\_\_\_ sqft) on the \_\_\_\_\_ floor (hereinafter referred to as “Flat”), situated in the Group Housing Complex known as **Eldeco City Breeze** (herein “**Complex**”) having Plot no. \_\_\_\_\_ falling within the Township. Pursuant whereof the Flat was allotted to the Purchaser together with the right to use the common areas & facilities of the Complex including all easementary rights attached thereto, for the consideration and on the terms and conditions contained in the Allotment Certificate /Agreement dated \_\_\_\_\_ (hereinafter referred to as “**Allotment Agreement**”).
- E. The National Company Law Tribunal, Allahabad Bench, Allahabad has sanctioned the Scheme of Amalgamation of ECL (Wholly-owned Subsidiary of EHIL) with EHIL in terms of its Order dated\_27/03/2018. Pursuant aforesaid order of NCLT all property, right and powers of ECL stands transferred and vested in favour of EHIL.
- F. The Purchaser has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the EHIL/Seller in the Complex/Township/Said Flat and has understood all limitations and obligations of the Seller in respect thereof.
- G. The Purchaser has paid the entire sale consideration as per the terms of payment plan contained in Allotment Agreement in respect of the Said Flat. The Purchaser

through physical inspection of Said Flat has satisfied himself/herself/themselves with the workmanship, quality of construction, material fixture and fittings provided in the Said Flat and as such the Seller is now executing the present Deed of sale and transfer of the Said Flat to the Purchaser in terms hereof.

**NOW, THEREFORE, THIS SALE DEED WITNESSETH AS FOLLOWS:**

1. That in pursuance of the Allotment Agreement and in consideration of the amount of **Rs. \_\_\_\_\_/- (Rs \_\_\_\_\_ Only)**, paid by the Purchaser, 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 Flat, more particularly described in Schedule-1 hereunder written, and for greater clarity delineated on the plan attached hereto, together with the right to use the common areas & facilities of the Complex including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Flat, to have and to hold the same unto and to the use of the Purchaser absolutely and

forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.

2. That the vacant and peaceful possession of the Said Flat is being delivered to the Purchaser simultaneously with the signing of this Sale Deed, after the Purchaser confirms having satisfied himself/herself/themselves as to the area / dimensions / cost & allied charges including Preferential location charges (PLC), if any, quality and extent of construction / specifications/various installations like electrification work, sanitary fittings, water and sewer connection etc. in respect of the Said Flat.
3. That the Said Flat hereby sold, conveyed and assured under this Deed is free from all encumbrances, liens or charges (except those created on request of the Purchaser to obtain loan for purchase of the Said Flat, transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights / title in the Said Flat to convey, grant, transfer, assign and assure the same unto the Purchaser in the manner aforesaid.
4. That the Purchaser shall get exclusive possession of the built-up area of the Said Flat i.e. covered area, areas of balconies, lofts, cupboards and projections. The Purchaser shall have no right, interest or title in the remaining part of the Complex/Township such as parking areas and commercial spaces, which shall remain the property of the Seller. The right of usage of the common areas and facilities of the Complex is subject to the covenants herein and upto date payment of all dues. The Purchaser shall

have no claim, right, title or interest of any nature whatsoever, in the facilities and amenities to or in the rest of the Complex/Township, except right of usage, ingress/egress over or in respect of all common areas & facilities of the Complex/Township. The use of such common areas & facilities within the Complex/Township shall always be subject to the covenants contained herein and up to date/ timely payment of maintenance charges dues etc, & or allied charges as may be levied from time to time for any other service (s)/facilities to be provided for common use of purchasers of the Complex.

5. That for the computation purpose, the super area means and includes the covered area, projections plus proportionate common areas of the Complex such as utility corridor, passage, shafts, lobbies, stairs, munties, lifts/lift walls, other common walls, driver's/common toilet/s, security room, other room/s for maintenance staff, service ledges, service areas including but not limited to lift machine room, pump room, electric substation, maintenance offices/stores, fire control rooms, generator room, garbage room, entrance and exits of building, community facility in the Complex as per the sanctioned lay-out. The covered area of the Said Flat includes carpet area, areas under internal circulation, internal and external walls, areas under balconies, shaft, loft, cupboards and half of the area of wall common between two units etc.

6. That the Purchaser acknowledges that the Carpet Area of the Said Flat is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016.
7. That the Purchaser shall not raise any construction temporary or permanent in the balconies/terraces/open spaces (if attached to the Said Flat) or make any alteration or addition, otherwise than provided herein.
8. That the Purchaser may undertake minor internal alterations in the Said Flat with the prior written approval of EHIL. The Purchaser shall not be allowed to effect any of the following changes/alterations:
  - 1) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of any part of building, wherein Flat is located/adjacent property. In case damage is caused to building, wherein Said Flat is located / adjacent property or common area, the Purchaser shall get the same repaired at its own cost and expenses.
  - 2) Changes that may affect the facade of the Said Flat (e.g. changes in windows, tampering with external treatment, changing the paint color of balconies and external walls, covering of balconies and terraces with permanent or temporary structures, hanging etc.)
9. That the Said Flat shall not be subjected to partition or sub-division at any stage of time by the Purchaser or any person claiming through the Purchaser, which shall however be transferable as an interest incidental to the super structure transferred hereby. This condition shall be applicable on subsequent transferee(s) as well.

10. That the Purchaser for the purpose of availing the Maintenance Services in the Complex/Township, agrees to execute a maintenance agreement with EHIL or any other body as may be appointed/nominated by EHIL for the maintenance and upkeep of the Flat /Complex/Township (herein **Maintenance Agency**). The Purchaser agrees to abide by the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills, and charges as may be raised by EHIL /Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the EHIL/Seller /Maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.
11. That the security & maintenance personnel are meant for management of affairs of the Complex/Township and safety, security and maintenance of equipments/plant & machinery installed for the common areas and facilities in the Complex/Township. In no case the Seller/EHIL/Maintenance Agency/security personnel shall be responsible for safety & security of property/belongings of the Purchaser and his/her/their visitor. The safety and security of property/belongings of the Purchaser and his/her/their visitor shall be sole responsibility of the Purchaser
12. That the Purchaser shall from time to time and at all times, pay directly to the EHIL/Seller, local or statutory

authority, (as the case may be) all rates, taxes (including but not limited to municipal tax, property tax, water charges, sewerage tax), charges and assessments of every description which are assessed, charged, levied or imposed now or may be levied, imposed in future or retrospectively upon the Complex/ Said Flat hereby transferred.

So long as each flat shall not be separately assessed for the taxes, charges etc. the Purchaser shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, on pro rata basis, to the EHIL/Seller/Maintenance Agency

13. That the Purchaser shall at its own apply and bear all cost, securities & expenses for obtaining service connections like telephone, electricity and other utilities including security deposit for sanction and release of such connections without causing damage to the facade of Said Flat or inconvenience to the tenant(s)/occupant(s) of the Complex/Township/ neighborhood. EHIL has provided power back to the Said Flat through a separate metering system. The Purchaser shall pay proportionate running cost of power back up system at such rates, taxes, levies, service charges etc., as may be determined by EHIL/Sellers/ Maintenance Agency
14. That the Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Flat hereby conveyed to any person(s) provided that the Purchaser shall prior to selling/transferring the

Said Flat shall obtain a No Objection / No Due Certificate as regards clearance/payment of outstanding maintenance charges/other dues from EHIL or the Maintenance Agency and make payment of such administrative charges to EHIL as may be prescribed in this regard. In case Said Flat is sold/transferred without seeking NOC from EHIL/ Maintenance Agency any amount due towards maintenance shall be payable by the subsequent transferee.

15. That the Purchaser, whenever transfers the Said Flat in any manner whatsoever, all the terms and conditions allotment, maintenance agreement, possession documents and this deed shall be mutatis mutandis applicable and binding upon the transferee(s) , and he/she/ they shall be liable and answerable in all respects thereof.
16. That a) The Purchaser shall use the Said Flat for residential purpose and shall not carry on or permit to be carried on, in the Said Flat any trade or business whatsoever or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Seller may be a nuisance, annoyance or disturbance to the other owners of the Complex and persons living in the neighborhood.  
(b)The Purchaser shall abide by all the directions, rules and regulations made by the EHIL/Maintenance Agency/Competent/Municipal authority 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 Complex.

17. That the storage spaces, car parking space, private lawn/side terraces/ roof terraces of the Complex are Independent Area and the common areas (open and covered) of commercial complex are Limited Common Areas within the meaning of U.P. Apartment (Promotion of Construction, Ownership & Maintenance Act), 2010 and the Purchaser shall not raise any dispute, claim against EHIL/Seller in this regard in any manner, whatsoever. The right, interest and ownership of the Commercial Complex as well as Car parking Space situated in the Complex shall vest with the EHIL/Sellers and the Purchaser shall not have any right to interfere in the manner of booking/allotment/sale/allocation of the same in any manner, whatsoever.
18. That the Purchaser shall not have any right, interest etc in any community facilities, commercial premises, school, Capital City Club etc, constructed in the Township. EHIL/Seller shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper and the Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises, school, club etc. to any person/s and also in their operation and management by EHIL/Seller.
19. That EHIL/ Seller or their nominee shall have absolute right to operate/run the Club/community facilities situated within the Complex along with its fixtures & fitting and equipments etc on such terms it deem fit and proper till the time same is not handed over to the

Residents' Welfare Association of allottee/s of the Complex.

20. (a) That all the facilities and amenities in the Complex/Township will be developed/ provided in phases. The completion of construction/provision of all these facilities/amenities may go as long as the completion of the entire Complex/Township and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Said Flat hence no dispute, claim etc shall be raised by Purchaser in this regard.
- (b) The Purchaser shall not at any stage of time object any permissible construction & development being carried out or to be carried out by EHIL/Sellers in the Township. If at any stage further extension of the Township becomes permissible, then the Seller shall have the sole right to construct, develop and dispose of the same.
- (c) EHIL/ Seller shall have the right to connect /link the amenities/facilities viz. water, sewer, electricity, drainage system etc of Township, Complex and future construction with the exiting services/amenities in the Township
- (d) The Purchaser shall not encroach any common area & stairs etc of the Complex., and shall also have no right to use the facilities and services not specifically permitted to be used. Any encroachment upon balcony(s), common area & like lobby, corridor, stairs etc. shall be unauthorized & be liable to be

removed by the EHIL/Seller/Maintenance Agency or the resident association at the cost of the Purchaser.

21. That one Car Parking Space is allocated/attached with the Said Flat and the Purchaser shall park his/her vehicle in the attached/allocated parking space and no construction of whatsoever nature shall be allowed to be made on the parking space.
22. That the Purchaser shall insure the Said Flat including the contents lying therein at his/her/their own cost and expenses. The Purchaser shall not keep any hazardous, explosive, inflammable material in the Said Flat. The Purchaser shall always keep EHIL/ Seller or its Maintenance Agency or resident association/society harmless and indemnified against any civil or criminal liability in respect of aforesaid.
23. That the owner/purchaser of the ground floor flat shall only have exclusive right to use of the ground floor lawn abutting to his/her flat, whose usage right is granted by EHIL/ Sellers and accordingly the owner/occupant of flat who has been granted usage right of side/roof terrace by e EHIL/Seller shall have exclusive right to use the same to the exclusion of other owner/occupant.
24. That EHIL/Seller has provided/made provisions for basic internal services like, internal electrification etc. However, these services are to be joined with the external services to be provided by LDA, & other local bodies. The Purchaser acknowledges and confirms that the time frame, and quality of infrastructure facilities to be provided by the

Government of Uttar Pradesh/ Lucknow Development Authority /other Competent Authority (ies) in the Complex/Township are beyond the control of the Seller and the Purchaser agrees not to raise any claim or dispute against the Seller in respect of the infrastructure facilities as aforesaid to be provided by the public agencies. Further, the Purchaser explicitly agrees that any lack in performance of the internal services viz sewer, drainage etc within the Complex caused by lack or inadequate support of the external services viz nala, trunk sewer etc to be provided by Local authorities/public agencies shall not be Seller /Maintenance Agency's responsibility.

25. That the Purchaser shall indemnify and hold the Seller harmless 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 Complex, 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.
26. That all the expenses for execution and registration of this deed have been borne & paid by the Purchaser.
27. That the Said Flat hereby is super structure situated in a Complex has newly been constructed is in exclusive possession of the Seller prior to the execution of sale deed. The Said Flat transferred herein is for residential use situated at .... floor having .... M<sup>2</sup> of built up area. The

valuation whereof @ Rs. \_\_\_\_\_/- per M<sup>2</sup> of built up area works out to be Rs. \_\_\_\_\_/-.

That the total area of the land involved in the complex is ..... M<sup>2</sup> and the total built up area of the Complex is \_\_\_\_\_M<sup>2</sup> and the built up area of the Said Flat is hereby transferred is \_\_\_\_\_sq M<sup>2</sup>, therefore, the Purchaser shall be having proportionate and undivided interest in ... M<sup>2</sup> of the land. The valuation whereof @ Rs. \_\_\_\_\_/- M<sup>2</sup> of the land area works out to be Rs..... on addition of ...% extra of being situated on road .... Mtr wide. The valuation of the proportionate land works out to Rs...../-

Now on adding the valuation of the built up area and the proportionate land area the total valuation of the Said Flat is hereby transferred works out to Rs. \_\_\_\_\_. The Said Flat being situated on ..... Floor, therefore, on availing a discount of % . The total valuation of the Said Flat is hereby transferred works out Rs..... The sale consideration of the property is Rs..... Thus the valuation/sale consideration is the highest value for the purpose of payment on stamp duty on which a sum of Rs. .... has been paid by the Purchaser as stamp duty.

#### **SCHEDULE OF PROPERTY**

Flat No. .... situated on ... floor of Tower No. ... .. at  
Group Housing Plot No. \_\_\_\_\_, Lucknow along  
with proportionate and undivided interest in ..... M land  
underneath and appurtenant to the Complex more specifically  
demarcated in the plan bounded as under:

EAST -

WEST -

NORTH -

SOUTH -

In witness whereof, the Sellers have put their respective  
signatures and executed this deed of transfer the purchaser on  
the day, month & year first above written.