



Sale Consideration : Rs.
 Market Value : Rs.
 Stamp Duty Paid : Rs.
 V -Code :

SALE DEED

- 1 - Type of Property - Commercial
- 2 - Ward -
- 3 - Mohalla -
- 4 - Property No. - Built up Unit No. situated in
the commercial complex constructed over Plot No. C-9
- 5 - Measurement - In Square Meter
- 6 - Super Area of the Unit - Approx. sq. mtr.
Carpet Area
- 7 - Status of Road-
- 8 - Sale Consideration - Rs.

+

This **Sale Deed** is made at **Lucknow** on thisday of

by and between:

Ekana Sportz City Pvt. Ltd., a company registered under the
 Companies Act, 2013, through its authorized signatory
 _____, s/o _____, having registered office at
 2nd floor, Eldeco Corporate Chamber II, Vibhuti Khand, Gomti
 Nagar, Lucknow-226001 (said company is hereinafter referred to as
 the "**Vendor**") of ONE PART

EKANA SPORTZ CITY PRIVATE LIMITED

Registered Office: Plot No. - TC 58/TC - 59V, 2nd Floor, Eldeco Corporate Chamber - II,
 Vibhuti Khand Gomti Nagar, Lucknow - 226010.

Phone No.: 0522-2981222, 2981234, 4232555 **Email id :** ekana.ac@rediffmail.com

Mr./Ms S/o / W/o / D/o
r/o
 (hereinafter referred to as the “**Vendee**”) of the OTHER PART.

The Expressions ‘Vendor’ and ‘Vendee’ shall mean and include, unless repugnant to the context, their legal heirs, executors, administrations, nominees, successors, legal representatives and assigns respectively.

Vendor and Vendee shall be individually referred to as Party and collectively as Parties.

WHEREAS:-

Lucknow Development Authority (“**LDA**”), entered into a Public-Private-Partnership arrangement with the Vendor and vide two separate registered Lease Deeds dated 23.02.2016, transferred, in favour of the Vendor, a land parcel admeasuring 66 acres, at sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow, on a long term lease of 99 years (the said land parcel, admeasuring 66 acres, is hereinafter referred to as the “**Township Land**”).

The entire lease rent of the Township Land, for 99 years, stands paid by the Vendor to LDA.

The Township Land has been demarcated into several smaller plots of land, one such plot of land being Plot no. C-9, admeasuring _____ square metres, forming part of said Township Land, situated at sector 7, Gomti Nagar Extension, Shaheed Path,

Lucknow, earmarked for purpose of building a commercial project (said plot of land is hereinafter referred to as the “**Project Land**”).

The Vendor has the right to transfer, for valuable consideration, its leasehold title in the Project Land to or in favour of any third party.

The Vendor, after obtaining all applicable permits and approvals, developed and constructed a multistoried commercial building-complex, on the Project Land and named the same as “**Ekana Business Centre**” (hereinafter also referred to as the said “**Building**”).

The said Building consists of several built-up units, including a built-up unit bearing “Unit No. ____”, on ____ floor, having super area _____ square metre, described more specifically in the **Schedule of Property** (said built-up unit is hereinafter referred to as the said “**Unit**”).

The Vendee had applied for and was thereupon allotted the said Unit vide an **Allotment Letter** dated _____, the terms and conditions whereof are agreed and acknowledged to be still valid and binding on the Parties.

The Vendee confirms that he/she has seen all the relevant documents/papers pertaining to the Project Land and also those relating to the said Building, including the applicable approvals and permits, and is fully satisfied that the title of the Project Land is marketable and the Vendor has right and authority to carry out construction and development on the Project Land and to convey and transfer the said Unit and other Units constructed upon the Project Land.

The Vendee has also seen and understood the lay-out plans, building

plans, designs, and specifications of the said Building and the said Unit.

The Vendee has also carried out physical inspection of the said Building as well of the said Unit and is fully satisfied as to soundness of construction thereof and conditions and descriptions of the structure thereof and that of all fixtures and fitting installed and/or provided therein and also the common areas, amenities and passages, appurtenances to the said Unit and also as to the nature, scope and extent of the undivided benefit/interest in the common areas and facilities in the said Building.

The Vendor has agreed to convey and transfer and Vendee has agreed to acquire the said Unit in accordance with the terms and conditions stated hereinafter in this conveyance deed and that of the Allotment Letter dated which, shall remain binding and enforceable and read as part and parcel of this Sale Deed.

NOW THIS SALE DEED WITNESSETH AS UNDER:-

- 1- That the Vendee, with a view to acquire the said Unit from the Vendor, and in pursuance of Allotment Letter dated _____, has paid a sum of Rs _____ as its Consideration, and the Vendor hereby acknowledges to have received the same in full from the Vendee.

The Vendor does hereby convey and transfer by way of sale, the said Unit together with transfer of proportionate undivided right to use in the common spaces such as common pathways, passages, lobbies, staircase, lifts, shafts etc of the said Building (**Ekana Business Centre**).

- 2- That however, it is admitted, acknowledged and so recorded by and between the parties that unrestricted ownership right in and over the terrace on and over the top most floor of the said Building shall remain with the Vendor and the Vendor shall have the right of further construction over and above the said same and the right to sell such additional portion so constructed, in the eventuality of a subsequent increase in the F.A.R. of the Project Land, and the Vendee shall have no right or authority to use or make any claim against the same.
- 3- That except for the said Unit herein being transferred and necessary easementary rights pertaining thereto, all the residuary rights in the Project Land and in the said Building, shall continue to vest in the Vendor till such time as the same are not sold or otherwise transferred to any other person or entity.
- 4- That it has been agreed between Vendor and Vendee that save and except the said Unit hereby transferred, the Vendee will have no claim, right, title or interest of any nature or kind in the said Building or the Project Land, except the right of ingress and egress in respect of all or any of the common areas such as roads, lobbies, common passages, staircases, lifts, corridors etc. and these areas shall remain undivided, and no Vendee or any other person claiming under him/her shall bring any action for partition or division thereof and any covenant to the contrary shall be deemed to be void.
- 5- The physical possession of the said Unit, pursuant to this Deed, has been handed over to the Vendee, and the Vendee hereby acknowledges the same.

The Vendee has done physical inspection of the said Unit and the said Building before taking physical possession of the said Unit and hereby agrees and acknowledges that he/she is fully satisfied with all aspects of construction, design, structure and finishing of the said Unit and that of the common areas, common amenities, installations and facilities in the said Building and therefore the Vendee shall now have no claim against the Vendor with respect to the same.

- 6- That the Vendee(s) agree/s to abide by all laws, bye-laws, rules and regulations related or incidental to the said Unit and the specific purpose for which it is earmarked and meant to be used, and also abide by all laws, bye-laws, rules and regulations related or incidental to the said Building and the Project Land, and hence Vendee shall be solely responsible/ liable for all defaults, violations or breaches thereof.
- 7- The Vendee(s) shall not use the said Unit or permit/allow the same to be used for any purpose which may or is/are likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Unit which may tend to cause damage to any flooring or ceiling of any floor below or above the said Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common use. Any activity falling under the aforesaid restrictions shall be liable to be stalled forthwith or removed at the cost and expenses of the Vendee. This shall be applicable to the subsequent transferee(s) of the Unit.
- 8- That the Vendee(s) shall, at his/her own cost and responsibility, keep and maintain the said Unit in good condition at all times and shall not

disturb any permanent structure, beam, pillars falling within or anywhere outside the said Unit, and shall not make any permanent or structural additions/ alterations in the said Unit nor shall he/she demolish any walls including load bearing walls, or cause damage to or nuisance of any kind in the said Unit or the said Building in any manner which may affect the safety, life or strength of the structure of the said Building or of any installations therein. The Vendee(s) shall be liable for any loss or damage, caused on account of any breaches.

- 9- That the area of Unit hereby transferred is the built-up area, which includes area of independent wall and half of the area of the wall common between 2 units. The Vendee shall not encroach upon any common spaces, common area, passages, stairs etc. Vendor, at the cost of the Vendee, be entitled to remove any encroachment made in violation of the aforesaid stipulation.
- 10- That the Vendee(s) shall not put up any name plate, display board, sign board, etc. in the common areas or common spaces or anywhere on the outer facade of the said Building and shall not change the colour of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation, look, appearance or design.
- 11- That all roof right of the top floor shall exclusively vest with the Vendor who has unfettered right to enter upon the terrace through its Agents for purposes of maintenance, repairs, replacements etc. of the Building, structure and various installation and common facilities thereon. However, the entire area of the terrace shall be open to all the owners/ occupants of other Unit in the building only in cases of

emergencies like fire etc. but the said stipulation shall be subject to provisions of the local laws and also to other specific provisions of this Deed.

- 12- That the basement(s) and service areas, if any, located within said Building, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps, store-rooms and equipment's etc, and other permitted uses as per plans. The Vendee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those areas earmarked as parking spaces.
- 13- The Vendor shall not be liable for any interior decorations, customizations, alterations or other personalization, whatsoever, made by the Vendee. These facts have been explained and appraised to the Vendee(s).
- 14- That the Unit hereby transferred is a super structure alongwith proportionate undivided interest in the Project Land under the said Building which shall be un-severable from the joint interest of the other Vendees and shall not be subjected to partition or sub-division at any stage of time by the Vendee or any person claiming through the Vendee(s), which shall however be transferable as an undivided interest incidental to the super structure hereby transferred. This condition shall be applicable on subsequent transferee(s) as well.
- 15- That the Vendee shall be bound to avail all the services provided by the Vendor and shall make the payment against the services on regular basis.

- 16- That all the taxes/fees/charges including but not limited to Municipal tax/sewerage/electricity/water/gas/internet/telephone/Annual Maintenance Charge etc shall be payable by the Vendee with regard to the said Unit. In case any of the aforesaid taxes/cess/charges/fees is the joint liability against the said Building or the Project Land, the Vendee shall be liable to pay such taxes/charges/fee/cess proportionately to the extent of the Super Area of the said Unit, along with other owners /occupants of the Units situated in the said Building. Similarly, the liability of the Vendee is also towards other demand, if any, raised by any local authority or State Govt. for cost of land and/or compensation or any other cost.
- 17- That all taxes, ceses, charges, assessment, fees as levied or that may be levied by municipal/local authorities or any governmental authority upon or in respect of or in relation to the property hereby transferred, shall be borne and paid by the Vendee from the date of delivery of possession or the date of execution of this deed whichever is earlier.
- 18- That running and maintenance of the common areas and services will be undertaken by the Vendor or its nominee and in which case the Vendee shall pay to the Vendor or its nominee (s), the charges towards the same as levied from time to time, by the Vendor or its nominee. The Vendor may ask the Vendee to execute and enter into a separate agreement dealing with various aspects of maintenance of the common areas and spaces and rendering and providing essential services and facilities in the said Building, in which case Vendee shall execute and be bound by the terms of such agreement.

- 19- That right to use common services/facilities is always subject to payment of up to date maintenance charges and related expenses and performing stipulations made by the Vendor. Any amount due as maintenance charges shall be treated as charge upon the said Unit owned by the Vendee in default. If the Vendee defaults in payment of the maintenance charges and the same remain outstanding / due for more than three months, then the Vendor shall have the right to stop/ disconnect / curtail the essential services of the Vendee / Occupier including supply of electricity and/or water.
- 20- The Vendee will be further responsible to pay the electric consumption charges as advance as and when demanded. If the vendee fails to pay the electric consumption charges in advance, supply will be disconnected by the Vendor or any nominated maintenance agency. The reconnection will only be considered by the Vendor or its nominated agency only on payment of re-connection charges and penalty of Rs./- for reconnection.
- 21- The Vendee shall comply with and carry out and abide by all the provisions of law, bye laws rules and regulations requisitions demand etc. of all local authorities, state government, Vendors and shall attend and answer and carry out at his/her/their own cost and be responsible for all deviations or breaches thereof and shall also observe and perform all terms and conditions whatsoever agreed and keep the Vendors indemnified secured and harmless against all cost, negligence and consequences, arising on account of non-compliance with the said requirement, requisitions and/or demands.
- 22- The Vendee hereby covenant that he/she/they shall not cause and shall not cause to be permitted:

- i. To use the said Unit for purpose other than the purpose it is designated for.
- ii. To store or dump any material, or create any kind of hindrance or encroachment or blockage, in the passages, stairs, gallery, common areas, corridors, lifts, signboards, publicity or advertisement material or any other things creating hindrance.
- iii. To change the color scheme of the outer walls or painting of exterior side of the doors and windows etc. or carryout any change in the exterior elevation or design.
- iv. To make any encroachments or constructions outside the periphery of the said Unit.
- v. To close fully or partly, the common corridors, passages, lounges, shafts etc.
- vi. To store any goods of hazardous or combustible nature or which are so heavy so as to affect the construction or structure of the building.
- vii. To carry motor/bicycle or any heavy duty items through lifts.
- viii. To throw or accumulate any dirt, garbage, rubbish etc anywhere in the common areas.
- ix. To do any modification that may disturb the structure or structural layout of the Unit or the Building.

26- The Vendee hereby covenants to keep and maintain the said Unit and appurtenances thereto always in the good state and condition, so as to support, shelter and protect the other Units and structures in the said Building.

27 -That the Vendor covenants with the Vendee that (he/she/they) they shall peacefully hold and enjoy the said Unit without any interruption by the Vendor and the Vendee shall have the right to sell or lease

away the said Unit to any person though all the terms and conditions whatsoever covenanted between the Vendor and Vendee shall remain binding upon the subsequent buyer/occupiers thereof. The Vendee also hereby covenants with the Vendor that before selling or leasing the said Unit, he/she/they will obtain prior written permission and NOC from the Vendor and the appointed maintenance agency after clearing all the dues and administrative charges payable, the Vendee shall provide relevant information about the proposed purchaser to the Vendor and the maintenance agency.

- 38- The Vendee hereby covenants that facilities/amenities which include lifts, staircase, security, generator, fire-fighting equipments, lighting, scavenging and sweeping in passages and common areas etc. which have been or are to be provided/installed, require regular maintenance at the hands of Vendor or Vendor's nominated maintenance agency and Vendee agrees to pay in advance the monthly maintenance charges at the rates specified from time to time by the Vendor or maintenance agency to be payable by the Vendee and any delay in payment of advance maintenance charges will entail consequences, which includes withdrawal of all amenities/facilities including even the basic facilities like water and electricity connection in the said Unit and same can be restored only subject to clearance of arrears thereof including interest thereon @ 18% per Annum or at any other rate of interest as may be decided by the Vendor or Maintenance Agency from time to time, payable from the due date of payments till the clearance of all arrears by the Vendee.
- 39- That the Vendor shall have right to increase the built up area over the Project Land when allowed by the competent authority either

vertically or horizontally. Proportionate right in the Project Land in such case shall be shared amongst the occupants/owners of the existing Units as well as of the owners/ occupants of the subsequently constructed floors or Units.

- 40- That the Vendee shall have right to transfer/assign the Unit subject to prior written consent of the Vendor and association of residents as the case may be and subject to payment of transfer charges as may be charged by the Vendor and association of residents from time to time.
- 41- That on formation of the Association of the Unit Owners, the management of the affairs of the common areas and facilities in the said Building shall be deemed to be transferred from the Vendor to the Association which shall thereupon maintain them, in which eventuality it is the personal and joint liability of all the Unit Owners to settle the accounts with the Vendor or its nominated Maintenance Agency with regards to Maintenance charges or any other dues. On such transfer, Vendor or its nominated maintenance agency will have no responsibility for maintenance of common areas or common services and shall be entitled to withdraw its infrastructure from the Building which was being used for providing said maintenance services. Even after such takeover, the Vendor will have exclusive rights on un-allotted area, such as parking space, Units unsold, terraces, facilities and access to terraces through lifts and staircases and further the new maintenance agency shall only be appointed by consulting the Vendor and obtaining the NOC from Vendor.
- 42- The Vendee covenants that even after appointment /nomination of the proposed maintenance agency, the Vendor will continue to have as

before, the right to make additions, raise floors or put up additional structures as may be permitted by the competent authorities and such additional structure and floors shall be the sole property of Vendor and shall be entitled to avail already provided amenities /facilities and to connect electric, water and drainage sources form the available connections/sources, and shifting of amenities whatsoever installed at the terrace, if any, but at Vendor's own cost. Further the terrace and all the un-allotted spaces in the Building shall always be the property of the Vendor and sale deed with the Vendee and other buyers in the said Building shall be subject to the aforesaid rights of the Vendor who shall be entitled to use these spaces for all valid purposes including the display of advertisements and sign boards or any other use. The Vendee hereby gives consent to the same and agrees that he/she shall not be entitled to raise any objection or claim any reduction in price of the said Unit and/or to any compensation or damages on the ground of inconvenience or any other ground.

- 43- The Vendee shall comply with and carry out and abide by all laws, bye-laws, rules regulations requisitions demand of LDA or municipal authorities, the vendee shall not change or cause to change any structure of the said Unit or any portion thereof and also not make or cause to be make additions and alterations in the same or any part thereof, and in the event of any non-compliance, the Vendee will be exclusively responsible for all non-compliance, violations accidents and breaches of laws rules and regulation thereof and in that event the Vendor shall be entitled to remove the offending structure/nuisance at the cost of the Vendee.

- 44- That the Vendor and/or the maintenance agency deployed by the Vendor/Association and their employees, agents, at all reasonable time with prior intimation to Vendee, shall have a right to enter the Unit in order to inspect, carry-out necessary repair work as may be required from time to time. In case of any emergency such right to entry is always reserved and can be exercised without any notice.
- 45- That the Vendor hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Deed and therefore, without prejudice to any and all other rights and remedies the Vendor may have, the Vendor shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this deed. The remedies set forth in this clause shall in no way limit any other remedy the Vendor may have under law or in equity or pursuant hereto. The Vendee understands and agrees that in case the unit in question is serviced apartment unit, then additional terms and conditions would be applicable and for which the Allottee agrees to compulsorily execute, and be bound by, separate agreement and other related documents with the company, for the purpose of ensuring the successful operation and maintenance of the service residence complex, which will eventually enure to the benefit of the Applicant and other allottees of the service residence apartments. In such case, this Deed, will, to that extent, resultantly, stand modified.
- 46- That the courts at Lucknow alone shall have exclusive jurisdiction in all matters arising out from this deed.

- 47- The costs and expenses such as stamp duty, registration fee and legal fees and execution charges etc. for registration of this sale deed with the registration authority have been borne and paid by the “Vendee” and if at any time subsequently, some deficiency therein is assessed/determined by the competent authority, then the same would also be borne by the Vendee or his/her transferee.
- 48- That the Unit is situated atLucknow circle rate as fixed by D.M. Lucknow is Rs./- per sq.mtr. for the Unit measuringSq.mtr. comes to Rs. and proportionate land issq.mtr values @ Rs. comes to Rs. thus total value comes to Rs.
- 49- As the sale Value is Rs.
.....
.....
- 50- The Vendor and the Vendee do hereby affirm and declare that they have gone through all the clauses of the present sale deed and have understood the same before its execution and shall not have any claim of disagreement or dispute regarding the terms and conditions of this deed.

SCHEDULE OF PROPERTY

One built-up unit, bearing no. “Unit No.....”, having area sq. mtr. approximately, at floor, of the Building (as per the map attached), named- **Ekana Business Centre**, constructed over Plot No. C-9, alongwith proportionate undivided rights of the Vendor as transferred herein to the Vendee, in C-9 (the Project Land),

situated at Sector 7, Gomti Nagar Extension, Shaheed Path, Lucknow,
having following boundaries:-

Boundaries of the Unit:-

East :
West :
North :
South :

SCHEDULE OF PAYMENT (Details of Consideration Paid)

Rs. paid by purchaser to Vendor from Banking System.

In witness whereof the vendor and the vendee have signed and
executed this Deed, on the date mentioned above.

WITNESSES :-

1- Name

Vendor

S/o

R/o

2- Name

Vendee

S/o

R/o

Typed by :-

(.....)

Drafted by :-

(.....)

Advocate

.....