

**SALE DEED**

THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF THE SALE DEED IN FAVOUR OF MR.....son of MR.....FOR VILLA NO. ....TYPE-....., CATEGORY-..... (PLOT AREA .....SQ. MTRS. AND BUILT-UP AREA .....SQ. MTRS. APPROX.) IN ELDECO SHAURYA, SITUATED AT VILLAGE- BIJNORE, NATKUR, NOOR NAGAR BHADARSA & CHANDRAWAL, TEHSIL- SAROJINI NAGAR & DISTRICT- LUCKNOW, U.P.

Stamp: Rs.                      /-

SALE DEED

Nature of Land	:	Residential
Pargana	:	Bijnore
Mohalla	:	Eldeco Shaurya
Detail of Property	:	Villa in ELDECO SHAUYRA, a Township situated at Village- Bijnore, Natkur, Noor Nagar Bhadarsa & Chandrawal, Tehsil- Sarojini Nagar & District- Lucknow.
Villa No.	:	
Category of Villa	:	
Built-up Area	:	.....M <sup>2</sup>
Land Area	:	..... M <sup>2</sup>
Road	:	Bijnore 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 & Industries Limited**, a company incorporated under the Companies Act, 1956, having its registered office S-16, Second Floor, Eldeco Station-1, Site No.1, Sector-12, Faridabad, Haryana- 121007, and local office at Corporate Chamber - I, IInd floor, Vibhuti Khand, opposite Mandi Parishad, Gomti Nagar, Lucknow, Uttar Pradesh (hereinafter referred to as “EHIL”) & its subsidiaries/associates all through their Authorised Signatory. Mr. ....S/o Mr....., duly authorized by Board Resolution dated .....(hereinafter collectively 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, nominees, of the  
FIRST PART

Name of Purchaser : (I). son of  
(II) wife of  
both resident of -  
.

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

BY

(i) **Eldeco Housing & Industries Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at S-16, Second Floor, Eldeco Station-1, Site No.1, Sector-12, Faridabad, Haryana- 121007, and local office at Corporate Chamber - I, IInd floor, Vibhuti Khand, opposite Mandi Parishad, Gomti nagar, lucknow, uttar pradesh (hereinafter referred to as “**EHIL**”) (ii) \_\_\_\_\_ **Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office \_\_\_\_\_ (iii) **Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at \_\_\_\_\_ and (iv) \_\_\_\_\_ **Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office \_\_\_\_\_ all through their Authorized Representative Mr. ....S/o Mr....., duly authorized by Board Resolution dated 05.02.2014, \_\_\_\_\_ (hereinafter collectively 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**

(I). \_\_\_\_\_ son of \_\_\_\_\_ (II) Dr. \_\_\_\_\_  
wife of \_\_\_\_\_ both resident of \_\_\_\_\_  
\_\_\_\_\_ . herein  
after 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. EHIL is developing a residential township on a land admeasuring 43.07 acres approx situated at Bijnore Road, Lucknow (herein “**Township**”) in terms of Permit No. 1213-1215 dated 08.10.2013 & Permit No. 409 dated 20.10.2015 issued by the Lucknow Industrial Development Authority (herein “**LIDA**”).
- B. The Township have also been approved by LIDA, including the layout and plans for construction and development of Township subject to applicability of terms & conditions enumerated in the Township Policy & subsequent G.O. (s) issued from time to time or as may further be issued in this regard.
- C. EHIL, by virtue of an inter-se-arrangement/s with the owners of land falling in Township developing the same under the name and style of “Eldeco Shaurya”, as per approved Layout & Building Plan which inter - alia includes plotted development, independent built-up Villas, independent floors, commercial spaces, parks, utilities and other common services and facilities therein. EHIL has carried out the development of the Township by carving out the plots of different sizes and dimensions so as to allot, transfer and sell the same as such or by constructing thereon Villas, plots, commercial area 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, commercial area etc to the intending purchasers by executing sale deed for the same and to do all acts, matters and deeds incidental thereto.

- D. EHIL pursuant to the application of the Purchaser allotted a residential Villa constructed over Plot No \_\_\_\_\_, Type.... , Category .....having a plot area of .....sq. mtrs (.....Sq. Ft) and built - up area of .....sq. mtrs (.....Sq. Ft.) (herein “Said Villa”), in the Township on the terms and conditions contained in the Allotment Certificate /Agreement dated .....(hereinafter referred to as “Allotment Agreement”).
- E. The Purchaser has paid the entire consideration amount and other charges as stipulated in respect of Said Villa Flat prior to getting this Sale Deed executed in respect of Said Villa and therefore the Seller hereto executing sale deed in favour of Purchaser on the terms appearing hereunder.

**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 , 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 Villa, 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 Villa, 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. The vacant and peaceful possession of the Said Villa is being delivered to the Purchaser simultaneously with the signing of this Sale Deed and the Purchaser hereby confirms that he/she/they is/are satisfied as to the workmanship, quality of construction, material, fixture and fittings, area, dimensions, cost & allied charges including Preferential location charges (PLC), if any, in respect of the Said Villa.
3. The Said Villa 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 same), transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights / title in the Said Villa.
4. The built-up area of the Said Villa include the full area within the four walls of the Said Villa, area of independent wall, half of the area of the wall common between two adjacent villas & shall also include 50% of the area of the terrace/balcony if any. It is clarified that terrace/balcony area shall remain open and any type of construction temporary/permanent on the Said Villa shall be raised thereupon by Purchaser & subsequent Transferee only after obtaining requisite approval/permission from the concerned authority(s).
5. The Purchaser, through this Sale Deed, is being transferred the right, interest and title of Said Villa only. 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 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 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 residents of the township.

6. The Township is under development & the development is being carried out as per the approved layout plan and the building plan, The Purchaser has seen the revised layout plan of the Township duly approved by LIDA and is/are fully satisfied with the same and further consent not claim any compensation, damages etc, whatsoever against the Seller in this regard.
7. The Seller shall have the right to connect/link the amenities/facilities viz. water, sewer, electricity, drainage system etc of Township with the extended township, additional development and construction with the existing services and the Purchaser hereby consent not to raise any objection /claim etc in this regard.
8. The Purchaser shall use the Said Villa for residential purposes only and shall not carry on or permit to be carried on, in the Said Villa 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 Township and persons living in the neighborhood.
9. The Purchaser shall not raise any additional construction on any part of the Said Villa or re-construct any part thereof, without obtaining sanction from the concerned authorities and subject to



receipt of prior written permission from EHIL / Maintenance Agency. 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 in this regard.

10. The Purchaser or any person claiming through them shall not be entitled to subdivide the Said Villa and the land underneath the Said Villa or amalgamate the same with any other adjoining plot(s). In case of joint Purchaser(s), each Purchaser's share in the Said Villa or land underneath shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
11. The Purchaser for the purpose of availing the Maintenance Services in the Township enter into a maintenance agreement with EHIL/Seller or any other body as may be appointed/nominated by Seller for the maintenance and upkeep of the 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 the Seller /Maintenance Agency from time to time. Default in payment towards the maintenance bills, other charges on or before due date, shall entitle the Seller /Maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.
12. The Purchaser, whenever transfers the Said Villa in any manner whatsoever, all the terms and conditions of Allotment Agreement, 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. The Purchaser shall before

transferring/selling the Said Villa shall obtain a No Objection / No Due Certificate as regards clearance/payment of outstanding maintenance charges/other dues from the Seller or the Maintenance Agency and make payment of such administrative charges to Seller as may be prescribed in this regard.

13. The Purchaser shall not put any sign-board/name plate, neon-light, publicity or advertisement material etc. on the Said Villa or the common areas or on the roads of the Township and shall only be entitled to display his/her/their name(s) plate at the proper place provided in the Said Villa.
14. The Purchaser shall be entitled to let out the whole or any part of the Said Villa for residential purposes only & the tenant shall ensure that no nuisance is caused to the other tenant(s)/occupant(s) of the Township/ neighborhood.
15. The Purchaser shall at all times, whether demanded or not, shall be liable to pay, on pro rata basis, all taxes, charges, assessments, levies of every description upon the Said Villa/Said Land/Township 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.
16. The Purchaser shall from time to time and at all times, pay directly to the Seller or its nominees/third party appointed by the 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 Township/Said Villa and/or on the Seller and its nominee.

So long as Said Villa is 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 Seller/Maintenance Agency.

17. The Purchaser shall always abide all the rules framed by the Seller / Maintenance Agency and all laws, by-laws, rules and regulations stipulated by LIDA, 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 shall at its own cost and expenses apply and obtain service connections like telephone, water, sewer connection and other utilities from the concern authorities.
19. The Purchaser shall use & enjoy the Said Villa peacefully and shall not, in any manner litter, pollute or cause nuisance in the adjoining areas and ensure proper garbage and refuse disposal.
20. (a) The Purchaser acknowledges that the security & maintenance personnel deployed in the Township are meant for management of affairs of the Township and safety, security and maintenance of common equipments/plant & machinery installed in the Township. The Purchaser shall maintain and insure the Said Villa including the content lying therein at his /her/their own cost and expenses. The Purchaser shall always keep the 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) The Purchaser further agrees and undertakes not to raise any claim/compensation etc. or initiate any action/ proceeding against the Seller/Maintenance Agency on account of any harm,

damage or loss caused due to theft/fire/accident etc. in the Said Villa.

21. The Purchaser shall not in any manner whatsoever cause damage to or encroach upon any part of the Township, common areas, limited use areas, other villas, plots 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 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 by the Maintenance Agency/EHIL/Seller at the sole cost and expenditure of the Purchaser.
1. 22. The EHIL/Seller shall have absolute right to transfer/sell/deal/operate/run the community facilities, commercial area, school, club, nurshing home etc., as may be provided in the Township in any manner, whatsoever. the 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.
23. EHIL/Seller has provided/made provisions for basic internal services like water, sewer, drainage, internal electrification in the Township. However, these services are to be joined with the external services like trunk sewer, water mains, nala to be provided by LIDA, Jal Sansthan & other local bodies. In case, there is a delay in providing these external services by the local bodies/LIDA which prevents the Seller from joining the said internal services with external services, the Purchaser shall not held the Seller liable for such delay & consequently shall not raise

any claim/dispute against the Seller for delay in providing said external services by LIDA/Local authorities.

24. The Purchaser shall not harm or cause any harm or damage to peripheral walls & walls common with adjacent Villas, front elevation of the Said Villa in any form. The Purchaser shall also not change the colour scheme of the outer walls or painting of doors and windows and shall not carry out any change in the exterior elevation / façade, boundary wall and design of the Said Villa by causing any addition or alteration or otherwise. Any such breach shall be treated as default and the same shall attract disconnection of the common services & facilities apart from other recourses available.
25. The Purchaser shall pay on demand the amount as may be demanded by any authority/department/Seller on account of enhancement in the compensation payable to any authority/s etc due to any order/judgment of any court/authority/tribunal etc passed in respect of the land acquired in the Township.
26. The Purchaser agrees and understands that all the facilities and amenities in the 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 Township and therefore any/all these facilities/amenities may not be available at the time of handing over possession of the Said Plot and the Purchaser agrees not to raise any objection/dispute in this regard.
27. The Purchaser shall keep indemnified, defend and hold the Seller/Maintenance Agency 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 Township, 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 have been borne and paid by the Purchaser.
28. The property transferred hereby is a villa having ..... sq. mtr. of land with .....sq. mtr. of the built-up structure thereupon. The Said Villa is situated on ..... mtr wide road. The valuation of the land is @ Rs. ....../- per sq. mtr. works out to be Rs. ....../- . The Said Villa is not bounded with park and not Corner. The valuation of built-up area being construction of 'A' category @ Rs. ....../- per sq. mtr. of the built-up area works out to be Rs. ....../-. Thus, the total valuation of the Said Villa (land + built-up area) works out to be Rs. ....../-. The sale Consideration is Rs. ....../-. Therefore total stamp duty of Rs. ....../- has been paid on Market value, which is higher than Consideration Amount.

#### SCHEDULE OF SAID VILLA

The Said Villa bearing No. .... Type .... Category IIInd, having a plot area of ..... sq. mtrs ( ..... Sq. Ft) and built - up area of ..... sq. mtrs ( ..... Sq. Ft.) situated at Eldeco Shaurya, a Township at village Bijnore, Natkur, Noor Nagar Bhadarsa & Chandrawal, Tehsil- Sarojini Nagar, Lucknow, alongwith the right to use the common areas & facilities including all rights and easements whatsoever necessary for the enjoyment of the Said Villa.

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:

Eldeco Housing & Industries  
Limited and its Subsidiary  
Companies

through their Authorised Representative

1.

SELLER

2.

PURCHASER

(Advocate)

Drafted by & Typed by: