

SALE DEED

THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF
THE SALE DEED IN FAVOUR OF **MR.** _____ FOR
FLAT NO. _____ **TYPE/ CATEGORY-**_____ **IN ELDECO**
SKYWALK SITUATED AT, ELDECO CITY, VILLAGE-
MUBARAKPUR & MUTTAKIPUR, TEHSIL-LUCKNOW & BAKSHI
KA TALAB, DISTRICT-LUCKNOW, U.P.

PURCHASER

Stamp: Rs _____/-

SALE DEED

Nature of Land : Residential
Pargana : Lucknow/Mahona

Mohalla : Eldeco Skywalk
Detail of Property : Flat at Eldeco Skywalk, being part
of ELDECO CITY, an Integrated
Township situated at village-
Mubarakpur & Muttakipur, Tehsil-
Bakshi ka Talab, Lucknow,
District- Lucknow.

Flat No. :
Category of Flat :
Built-up Area : ____ M²
Super Area : _____ M²
Road :
Type of Property : Residential
Construction Year : New

Consideration : Rs. _____/-
Valuation : Rs. _____/-.

BOUNDARIES OF THE PROPERTY

NORTH ;
SOUTH :
EAST :

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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**”) through its Authorized Representative
Mr....., duly authorized by Board Resolution dated and (ii) **Frozen Construction Private Limited,** a company incorporated under the Companies Act, 1956 having its Registered Office at _____ through their Authorized Signatory. Mr.S/o Mr....., duly authorized by Board Resolution dated, (iii) **Artistry Construction Private Limited,** a company incorporated under the

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Companies Act, 1956 having its
Registered Office at
_____ through their
Authorized Signatory. Mr.
.....S/o Mr....., duly
authorized by Board Resolution dated
....., (iv) **Utsav Construction
Private Limited**, a company
incorporated under the Companies
Act, 1956 having its Registered Office
at _____ through their
Authorized 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, of the **FIRST PART**

Name of : Mr. _____ son of
Purchaser _____resident of –

THIS SALE DEED is executed at Lucknow on this ____ day of

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____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**”) and

(ii) **Frozen Construction Private Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at _____ through their Authorized Signatory. Mr.S/o Mr....., duly authorized by Board Resolution dated,

(iii) **Artistry Construction Private Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at _____ through their Authorized Signatory. Mr.S/o Mr....., duly authorized by Board Resolution dated,

(iv) **Utsav Construction Private Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at _____ through their Authorized 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, of the FIRST PART;

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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 (**‘EHIL’**) (erstwhile known as Eldeco City Pvt Ltd) along with its subsidiary companies was granted license/permission under the Integrated Township Policy by the Lucknow Development Authority (herein **“LDA”**) on land totalling 133.07 acres situated at IIM Road, Sitapur Road, (herein **“Township”**) Lucknow.
- B. The National Company Law Tribunal, (NCLT) Allahabad Bench, Allahabad has sanctioned the Scheme of Amalgamation of Eldeco City Pvt Ltd with EHIL in terms of its Order dated 27/03/2018. Pursuant aforesaid order of NCLT all property, title, rights and powers of Eldeco City Pvt Ltd stands transferred and vested in favor of EHIL, hence EHIL is executing this deed.
- C. 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 &

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conditions enumerated in the Integrated Township Policy & subsequent G.O. (s) issued from time to time in this regard.

- D. 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. EHIL 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.
- E. The Purchaser named above, applied to the EHIL 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 Skywalk** (herein “**Complex**”) having Plot no. ____ falling within the Township. Pursuant whereof the Flat was allotted to the

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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 Agreement for Sale dated _____ (hereinafter referred to as “**ATS**”).

- 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 ATS 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, provisions of services provided in the Said Flat/Complex 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 ATS 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

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agreeing to observe and perform the terms and conditions herein contained and as contained in the ATS, 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 delivered to the Purchaser on the date of execution of this Sale Deed. The Purchaser has taken the possession of the Said Flat after having inspected and fully satisfied himself/herself/itself about all items of work, quality of workmanship, materials, specifications, fittings and fixtures used and/or provided therein, and all other facilities/services rendered or to be rendered in the Complex. The Purchaser hereby confirms to EHIL/Seller that he/she has/have no issue/dispute in relation to the Said Flat /Complex

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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. The Purchaser shall have no ownership or claim over in respect of any open spaces, parking spaces, commercial areas/convenient shopping, nursery school and other units constructed as required/permitted by LDA/competent authority and all such areas which have not been specifically sold or which do not form part of the common areas set out in the Deed of Declaration. Such areas shall remain the property of the Seller, who shall be free to deal with these in accordance with law. The Purchaser shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any commercial units or commercial developments/convenient shopping, or any other construction as is required/permissible by LDA/Competent authority which are not part of the common areas or the common services.
5. The Purchaser acknowledge that the Carpet area of the Flat is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016 and it means the full covered area within the four walls inclusive of the area

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under the periphery walls, areas under columns and walls within the Said Flat, half of the area of the wall common with other/flat adjoining the flat and 100% of non-common walls.

5. 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.
6. 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 Said 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 his/her/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.)
7. 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

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transferable as an incidental interest 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, executed a maintenance agreement with EHIL for the maintenance and upkeep of the Said 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 equipment/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

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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 in the Complex is not 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

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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 ATS, this sale deed, 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 EHIL/Seller may be a nuisance, annoyance or disturbance to the other owners of the Complex/Township and persons living in the neighborhood.

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(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 affects the health, safety or convenience of other inhabitants of the Complex/Township.

17. That the storage spaces if any, 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 area 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. It is clarified that commercial area in the Complex is the private area.
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

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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 has developed a club in the Complex name “_____” EHIL/ Seller or their nominee shall have absolute right to operate/run the aforesaid club 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.
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/Project as per the norms. 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.

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- (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 as per the norms.
 - (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 association of allottee 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. 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 not be liable for any loss, theft, or damage to personal property within the Said Flat, including but not limited to any items owned by the Purchaser or his/her/their guests. The Purchaser acknowledges that the EHIL/Seller is/are not responsible for any theft or damage occurring within the Said Flat, and EHIL/Seller shall not

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be held accountable for any claims or actions arising from such incidents. The Purchaser shall always keep EHIL/Seller or association of allottee/society harmless and indemnified against any civil or criminal liability in respect thereof.

23. Unless otherwise specifically designated for the exclusive use of the Said Flat, the Seller shall retain full ownership and the exclusive right to use the terraces of the various structures, towers, and buildings within the Complex. The area of these terraces is not included in the area of the Said Flat. EHIL/Seller shall have the sole right to lease, rent, or otherwise use any part of these terraces for any purpose, including, but not limited to, the installation and operation of antennas, satellite dishes, communication towers, other communication equipment, or for advertising purposes. The Purchaser shall have no right to object to or prevent such uses.

24. The Purchaser shall not cover or construct on the balcony (ies) and shall only use the same as open balcony(ies) and in no other manner whatsoever. The Purchaser shall not under any circumstances whatsoever, do, allow or permit any remodelling, alteration, variation, change or build upon the look, colour, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of the buildings or the Said Flat. The Purchaser shall not under any circumstances do or allow any alteration/modification/change to the structure or layout within the Said Flat.

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25. 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 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.
26. 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 EHIL/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

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non-payment of municipal taxes, levies, charges and other outgoings.

27. That all the expenses for execution and registration of this sale deed have been borne & paid by the Purchaser.
28. 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 M² of built up area. The valuation whereof @ Rs._____/ - per M² of built up area works out to be Rs.____/ -.

That the total area of the land involved in the Complex is M² and the total built up area of the Complex is _____M² and the built up area of the Said Flat is hereby transferred is_____sq M², therefore, the Purchaser shall be having proportionate and undivided interest in ... M² of the land. The valuation whereof @ Rs._____/ - M² 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

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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 SAID FLAT

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 -

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NORTH -

SOUTH -

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

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