

SALE DEED

THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF THE
SALE DEED IN FAVOUR OF MR.....son of
MR.....FOR PLOT NO.TYPE-....., CATEGORY-
..... PLOT AREASQ. MTRS 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 : Plot in ELDECO SHAUYRA, a Township situated at Village- Bijnore, Natkur, Noor Nagar Bhadarsa & Chandrawal, Tehsil- Sarojini Nagar & District- Lucknow.
 Plot No. :
 Plot Type :
 Plot Area : M²
 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) (II)
both resident of

THIS SALE DEED is executed at Lucknow on this day of20....

BY

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 atand (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) . (II)
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.SALESALEEHILSELLERPurchaserPURCHASERPURCHASERPURCHASE
 R

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 Plot No _____, Type.... having a plot area ofsq. mtrs (.....Sq. Ft) (herein "**Said Plot**"), 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 Plot prior to getting this Sale Deed executed in respect of Said Plot 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. _____/- (_____ Only)**, paid by the Purchaser to the EHIL, the receipt whereof the Seller hereby admits and acknowledges before the Sub-Registrar, Lucknow, and the Purchaser agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Agreement, referred in the recitals hereinabove, and undertaking to pay such further amount, as may at any time hereto after become payable in terms hereof. The Seller, by virtue of this Sale Deed doth hereby sell, convey, assure, assign and transfer to the Purchaser the Said Plot, **on "as is where is" basis** more particularly described in Schedule-1 hereunder written, and for greater clearness delineated on the plan attached hereto, together with the right to use the common areas & facilities including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Plot, to have and to hold the same unto and to the use of the Purchaser and his/her/their legal heirs, legal representatives, successors-in-interest and assigns, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants herein contained.
2. The Said Plot hereby sold, 'conveyed and assured under this Deed is free from all sorts of encumbrances, liens or charges (except those created on request of the Purchaser to obtain loan for purchase of the same), transfers, easements, liens, attachments of any nature whatsoever and the Seller have unencumbered, good, marketable and transferable rights / title in the Said Plot to convey, grant, transfer, assign and assure the same unto the Purchaser in the manner aforesaid.
3. The vacant and peaceful possession of the Said Plot is being delivered to the Purchaser simultaneously with the signing of this Sale Deed, and the

Purchaser confirms having satisfied himself/herself/themselves as to the area / dimensions / cost & allied charges including Preferential location charges (PLC), if any ,quality and extent of various installations like water, sewer connection etc. in respect of the Said Plot and the Purchaser agrees and confirms not to raise any dispute/claim, whatsoever at any time in future in this regard.

4. The Purchaser shall have no claim, right, title or interest of any nature or kind whatsoever, in the facilities and amenities to or in the rest of the 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 all dues.
5. The Purchaser shall have no right to object to the Seller constructing and/or continuing to construct other units / spaces / facilities in the Township. If at any stage further construction in the Township or any part thereof becomes permissible, the Seller shall have the sole right to undertake and dispose of such construction without any claim or objection from the Purchaser. The Seller shall also be connecting /linking the amenities/facilities viz water, electricity, sanitary/drainage system etc of Township /additional development /construction with the existing ones in the Township, which the Purchaser understands and agrees not to raise any objection, claim, dispute etc in this regard at any time whatsoever.
6. The Purchaser shall carry out construction on the Said Plot at its own cost and expenses in accordance with the approved building plans and specifications as may be approved by LIDA.'The Purchaser shall comply with all laws, rules, regulations and building byelaws applicable to the construction on the Said Plot and comply with the time frame, if any, stipulated by the concerned authorities for completing the construction / development thereon. The Purchaser shall alone be responsible and liable for all consequences, claims, penalty, actions etc. arising out of any breach or non-compliance of applicable laws and rules.
7. The Purchaser shall carry out construction on the Said Plot subject to that (i) it shall not cause nuisance or annoyance to the other occupants in the

adjoining areas or (ii) it shall not obstruct or block the common areas and facilities of the Township (iii) it shall not stock construction material on the road or areas adjoining the Said Plot.

8. The Purchaser understands and agrees that various utilities in the Township like drain, water, sewer network etc will be running outside the Said Plot. The Purchaser's utility connection to these services in respect of the Said Plot will be subject to specific permission of EHIL and on payment of utility connection charges as may be intimated to him by the EHIL.
9. The Purchaser or any person claiming through them shall not be entitled to subdivide the Said Plot or amalgamate the same with any other adjoining plot(s). In case of joint Purchaser(s), each Purchaser's share in the Said Plot shall always remain undivided, unidentified and impartible and none of them shall be entitled to claim partition of its share therein.
10. The Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Plot hereby conveyed to any person(s) subject to the terms contained herein and shall before doing so obtain a No Objection / No Due Certificate as regards clearance/payment of outstanding maintenance charges/other dues from the EHIL or the Maintenance Agency (defined below) and payment of such administrative charges as may be prescribed as the case may be.
11. The Purchaser shall not put any sign-board/name plate, neon-light, publicity material or advertisement material etc on any kind of building to be constructed upon the Said Plot or the common areas or on the roads of the Township and shall be entitled to display his/her/their own name plate only at the proper place.
12. The Purchaser, whenever transfer the title of the Said Plot and/or construction thereon in any manner whatsoever, then the transferee(s) shall be bound by all covenants and conditions contained in this Sale Deed, Allotment Agreement and the Maintenance Agreement etc. and he/she/ they shall be liable and answerable in all respects thereof.
13. The Purchaser, whenever transfer the title of the Said Plot and/or construction thereon in any manner whatsoever, then it shall be the responsibility of the transferor to pay the outstanding maintenance and other

charges payable to EHIL/Maintenance Agency before effecting the transfer of the Said Plot and/or construction thereon failing which the transferee shall have to pay the outstanding dues of EHIL/Maintenance Agency.

14. The Purchaser subject to the same reservations, limitations as mentioned in Clause No. 12 above, shall be entitled to sublet the whole or any part of the building to be constructed on the Said Plot for purposes of private dwelling only.
15. The Purchaser shall from time to time and at all times pay on demand such amount, which may be levied, charged or imposed now or in future or retrospectively, on account of any taxes (municipal tax, property tax, wealth tax, fire fighting tax, water tax, sewerage tax, other taxes etc), rates, duty, charges, cess, fee, assessment, External Development Charges (EDC), Infrastructure Development Charges (IDC) etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Colony/Said Plot and/or construction thereon by virtue of any notification or amendment in the existing laws {including any levy of any additional charges payable to the LIDA/other Competent Authority(ies), any other taxation etc} and/ or any increase therein effected , on pro-rata basis. The Purchaser agrees and understands that if such the pro-rata demand is raised as above said on the Purchaser, the same shall be payable by the Purchaser directly to the concerned government agency / Competent Authority(ies) or department concerned or to EHIL as the case may be.
16. The Purchaser agrees that this transaction is on **"as is where is"** basis and specifically undertakes that he/she/they/it will not make any objection on the level of earth in the Said Plot relative to the level of adjoining areas or abutting road and will not demand for any earthwork or earth filling in the Said Plot.
17. The Purchaser agrees that so long as the Said Plot and/or construction thereon is not separately assessed, then he/she./they shall pay on pro-rata basis such dues, demands, charges, taxes, liabilities, as determined and demanded by the EHIL/Maintenance Agency, which shall be final and binding upon the Purchaser. Once the Said Plot and/or construction thereon is

assessed separately, the Purchaser shall pay directly to the competent authority on demand being raised by the competent authority.

18. The Purchaser shall at all times duly perform and observe all the covenants and conditions which are contained in this Sale Deed and the Allotment Agreement. The Purchaser shall also abide by and be liable to observe all the rules framed by the EHIL / 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.
19. The Purchaser, for the purpose of availing the Maintenance Services in the Township, enter into a maintenance agreement with EHIL or any other body as may be appointed/nominated by it for the maintenance and upkeep of the Said Plot/ Township (herein '**Maintenance Agency**'), The Purchaser agrees to abide the terms and conditions of the Maintenance Agreement and to promptly pay all the demand/s, bills, charges as may be raised by the 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/maintenance Agency to discontinuation of maintenance services besides the remedy as may be available under the maintenance agreement.
20. The Purchaser understands and agrees that domestic electricity connection for supply of electricity through Sub Station/ transformer to the Said Plot will be provided by LESA and further agrees to apply electricity connection directly from LESA for supply of electricity through Sub Station/ Transformer to the Said Plot at its own cost & expenses. The Purchaser understands that no power back up shall be provided to the Said Plot and construction thereon.
21. 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.

22. The Purchaser shall pay on pro-rata basis any/all charges, fees and expenses payable for obtaining service connections like telephone, water, sewer connection and other utilities including security deposit for sanction and release of such connections as well as service charges pertaining thereto as & when determined & demanded by EHIL/maintenance Agency.
23. The Purchaser agrees to form and join an Association comprising of the Purchaser/s for the purpose of management and maintenance of the Township. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on payment of charges as prescribed by Seller /Maintenance Agency.
24. The Purchaser shall maintain the Said Plot and constructions thereupon at his/her/their own cost and expenses. The Purchaser shall not, in any manner, litter, pollute or cause nuisance in the areas adjoining the Said Plot and ensure proper garbage and refuse disposal.
25. (a) The Purchaser shall insure the contents lying on Said Plot and/or building to be constructed thereon at his /her/their own cost and expenses. The Purchaser shall always keep the EHIL/Seller Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof. The Purchaser agrees not to raise claim/damages against any third party liability.
- (b) The Purchaser further agrees and undertakes not to raise any claim/compensation etc. or initiate any action/ proceeding against the EHIL/Seller/Maintenance Agency on account of any harm, damage or loss caused due to theft/fire/accident etc. in the Said Plot and/or building to be constructed thereon.
26. The Purchaser shall not in any manner whatsoever cause damage to or encroach upon any part of the Township, common 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 at the sole cost and expenditure of the Purchaser by the Maintenance Agency/EHIL.

27. The Purchaser shall not carry on or permit to be carried on, in the Said Plot and /or construction thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the EHIL/Maintenance Agency may be a nuisance, annoyance or disturbance to the other occupants/residents in the Township and persons living in the neighborhood.
28. The Purchaser shall obey all directions, rules and regulations made by the EHIL/maintenance Agency/ concerned government authorities, now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as it affect the health, safety or convenience of other inhabitants of the Township.
29. The Purchaser shall not have any right in any community facilities, commercial premises, school, nurshing home etc, if any constructed in the Township, the EHIL/Seller shall be free to dispose of the same on such terms and conditions, as it may deem fit and proper. The Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises, school etc to any person/s and also in their operation and management.
30. The Purchaser agrees and understands that the Seller shall be entitled to make suitable and necessary variations, alterations, amendments or deletions to or in the development/layout of the Township, relocate/realign service and utility connections and lines, open spaces and all or any other areas, amenities and facilities, as Seller may deem fit in its sole discretion or if the same is required by the concerned authority.
31. 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.

32. 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 hold EHIL/ Seller liable for such delay & consequently shall not raise any claim/dispute against EHIL/ Seller for delay in providing said external services by LIDA/Local authorities.
33. The Purchaser shall keep indemnified, defend and hold harmless the Seller against any/all actions, proceedings, third party claim/s or any losses, costs, charges, penalties, expenses or damages incurred and suffered by or caused to the Seller / Maintenance Agency / other occupants of the Township, 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.
34. The Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed shall be borne by the Purchaser. The Purchaser agrees that, if at any time additional stamp duty is demanded by the competent authorities due to any reason, whatsoever than the same shall be exclusively borne by him/her/them.
35. The property transferred hereby is a plot measuring sq. mtr. The Said Plot is situated on mtr wide road. The valuation of the land is @ Rs./- per sq. mtr. works out to be Rs./-. The Said Plot is not bounded with park and not Corner. The valuation of plot @ Rs./- per sq. mtr. of the plot area works out to be Rs./-. The sale Consideration is Rs./-. Therefore total stamp duty of Rs./-

has been paid on Market value/Consideration Amount, which is higher than Market Value/Consideration Amount.

SCHEDULE OF SAID PLOT

The Said Plot bearing No. _____, admeasuring Area _____ sq.ft., _____ sq. mts. in the Residential Colony known as "Eldeco Shaurya" situated at Village- Bijnore, Natkur, Noor Nagar Bhadarsa & Chandrawal, Tehsil- Sarojini Nagar & District- Lucknow alongwith the right to use the common areas & facilities including all rights and easements whatsoever necessary for the enjoyment of the Said Plot. The Said Plot is bounded as under:-

North : _____

South : _____

East : _____

West : _____

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:

1.

(i)

through their Authorised Representative

.....**SELLER**

2.

(_____)

.....PURCHASER

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 AREASQ. MTRS. AND BUILT-UP AREASQ. MTRS.
APPROX.) IN ELDECO SHAURYA, SITUATED AT VILLAGE- BIJNORE,
NATKUR, NOOR NAGAR BHADARSA & CHANDRAWAL, TEHSIL- SAROJINI
NAGAR & DISTRICT- LUCKNOW, U.P.

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 ²
Land Area	: M ²
Road	:	Bijnore Road
Type of Property	:	Residential
Construction Year	:	New
Consideration	:	Rs. /-
Valuation	:	Rs. /-

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...., Categoryhaving a plot area ofsq. mtrs (.....Sq. Ft) and built - up area ofsq. 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 withsq. 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 IInd, 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: