

SALE DEED

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

Stamp: Rs _____/-

SALE DEED

Nature of Land : Commercial
Pargana : Lucknow/Mahona

Mohalla : Eldeco City
Detail of Property : Shop at Eldeco City Arcade in **ELDECO CITY**, an Integrated Township situated at village-Mubarakpur & Muttakipur, Tahsil- Baxi ka Talab, & Lucknow, District- Lucknow.

Shop No. :
Category of Shop :
Built-up Area : ____ M²
Super Area : ____ M²
Road : More Than 200 mt Away From IIM Road
Type of Property : Commercial
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 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 all through. Mr. Brijendra Kumar Singh S/o Tirath Raj Singh, duly authorized by Board Resolution dated _____ (hereinafter jointly referred to as "Seller") which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the
FIRST PART

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

THIS SALE DEED is executed at Lucknow on this ____ day of
____2017.

BY

Eldeco Housing & Industries Limited, a company incorporated under the Companies Act, 1956 having its registered office at office CORPORATE CHAMBER - I, IInd FLOOR, VIBHUTI KHAND, OPPOSITE MANDI PARISHAD, GOMTI NAGAR, LUCKNOW, Uttar Pradesh (hereinafter referred to as "EHIL") & its subsidiaries all through **Mr. Brijendra Kumar Singh**

S/o Tirath Raj Singh, duly authorized by Board Resolution dated 05.02.2014 (**hereinafter jointly referred to as "Seller"**) which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective successors-in-interest and assigns, of the **FIRST PART**;

IN FAVOUR OF

Mr. _____ son of Mr. _____ resident of – _____ hereinafter referred to as the **"PURCHASER(S)"**, which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their respective legal heirs, executors, administrators, legal representatives and assigns, of the **SECOND PART**;

WHEREAS:

- A. Eldeco City Ltd "ECL" (erstwhile known as Eldeco City Pvt Ltd "ECPL") along with its Subsidiary Companies were fully possessed of land totaling approx. 113 acres situated at IIM Road, Sitapur Road, Lucknow (herein '**Said Land**') & entitled to construct and develop Said Land in terms of License No. 900/VC/TP/2008 dated 24.08.2008 under the Integrated Township Policy vide G.O. No. 2236/आठ-1-06-45विविध/06, dated 28.04.2006 & G.O. No. 5093(1)/आठ-3/155विविध/08, dated 10.10.2008 of State Government, issued by the Lucknow Development Authority (herein "**LDA**") for development of Integrated Township (herein "**Township**") on the Said Land.
- B. A Detailed Project Report (herein "DPR") in respect of Said Land have also been approved by LDA, including the layout and plans for construction and development of Township subject to

applicability of terms & conditions enumerated in the Integrated Township Policy & subsequent G.O. (s) issued from time to time or as may further be issued in this regard.

- C. The National Company Law Tribunal, Allahabad Bench, Allahabad has sanctioned the Scheme of Amalgamation of Eldeco City Ltd) a Wholly-owned Subsidiary of EHIL with EHIL in terms of its Order dated_27/03/2018. Pursuant aforesaid order of NCLT all property, right and powers of ECL stands transferred and vested in favour of EHIL.
- D. Seller, by virtue of an inter-se-arrangement/s with its Subsidiary Companies, is developing Township on the Said Land under the name and style of “**Eldeco City**”, as per approved DPR/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. Seller 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, and to realize the consideration in whole or in installments and issue receipts in acknowledgment thereof and to convey the duly developed villas/plot 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 Seller for allotment of a Shop bearing No. _____, Type/Category _____, having a built-up area measuring _____sq. mtrs (_____ sq. ft.)

.....carpet area.....sq mtrs and super area_____ sqmt (sqft) on the _____ floor (hereinafter referred to as “Shop”), situated in the commercial complex known as **Eldeco City Arcade** (herein “**Commercial Complex**”) having Plot no. _____ falling within the Township. Pursuant whereof the Shop was allotted to the Purchaser together with the right to use the common areas & facilities of the Commercial Complex including all easementary rights attached thereto, for the consideration and on the terms and conditions contained in the Allotment Certificate /Agreement dated _____ (hereinafter referred to as “**Allotment Agreement**”).

- F. The Purchaser has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the Seller in the Commercial Complex/Township/Said Shop and has understood all limitations and obligations of the Seller in respect thereof.
- G. The Purchaser has paid the entire sale consideration as per the terms of payment plan contained in Allotment Agreement in respect of the Said Shop and as such the Seller are now executing the present Deed of sale and transfer of the Said Shop to the Purchaser in terms hereof.

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 to Seller, 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 Shop, 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 of the Commercial Complex including all rights, liberties, privileges, benefits, advantages and easements whatsoever necessary for the enjoyment of the Said Shop, 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 Shop is being delivered to the Purchaser simultaneously with the signing of this Sale Deed, after the Purchaser confirms having satisfied himself/herself/themselves as to the area / dimensions / cost & allied charges including Preferential location charges (PLC), if any, quality and extent of construction / specifications/various installations like electrification work, etc. in respect of the Said Shop.
3. The Said Shop 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 Shop

to convey, grant, transfer, assign and assure the same unto the Purchaser in the manner aforesaid.

4. The Purchaser acknowledge that the built-up area of the Said Shop include the full covered area within the four walls inclusive of the area under the periphery walls, areas under columns and walls within the shop, half of the area of the wall common with other/shop adjoining the shop and 100% of non common walls.
5. The Purchaser acknowledges that the Carpet Area of the Said Shop is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016.
6. The Purchaser, through this Sale Deed, is being transferred the title of Said Shop 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 Commercial Complex/Township, except right of usage, ingress/egress over or in respect of all common areas & facilities of the Commercial Complex. The use of such common areas & facilities within the Commercial Complex shall always be subject to the covenants contained herein and up to date/ timely payment of maintenance charges dues etc, & or allied charges as may be levied from time to time for any other service (s)/facilities to be provided for common use of purchasers of the Commercial Complex.
7. The Purchaser shall not at any stage of time object any permissible construction & development being carried out or to be carried out by Sellers/ in the Township. If at any stage further extension of the Township becomes permissible, then the Seller shall have the sole right to construct, develop and dispose of the same. .

8. The Seller/ shall reserves the right to connect /link the amenities/facilities viz. water, sewer, electricity, drainage system etc of Township, Commercial Complex and future construction with the exiting services in the Township.
9. The Purchaser shall not use or allow to be used Said Shop for any purpose other than Convenient Shopping.
10. The Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Said Shop hereby conveyed to any person(s) provided that the Purchaser shall prior to selling/transferring the Said Shop 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. In case Said Shop is sold/transferred without seeking NOC from Seller/Maintenance Agency any amount due towards maintenance shall be payable by the subsequent transferee.
11. The Purchaser shall not put any sign-board/name plate, neon-light, publicity or advertisement material etc. outside the Said Shop or the common areas or on the roads of the Commercial Complex/Township and shall only be entitled to install signage at the proper designated place provided..
12. The Purchaser acknowledges that the security & maintenance personnel are meant for Management of Affairs of the Commercial d Complex/Township and safety, security and maintenance of equipments/plant & machinery installed in the Commercial Complex/Township. In no case the Maintenance Agency/security personnel shall be responsible for safety & security of property/belongings of the Purchaser and his/her/their

visitor. The safety and security of property/belongings of the Purchaser and his/her/their visitor **shall** be sole responsibility of the Purchaser.

13. The Purchaser shall have a right subject to stipulation contained in Clause no. 9 to sell/transfer the Said Shop to any person. However, all the terms and conditions contained in this Sale Deed, the letter of allotment, as well as contained in maintenance agreement shall *mutatis mutandis* be applicable and binding upon the subsequent transferee.
14. The Purchaser shall subject to the same reservations, limitations as mentioned in Clause No. 8 above be entitled to let out the Said Shop for commercial purposes only & shall ensure that no nuisance is caused by the tenant to the other tenant(s)/occupant(s) of the Commercial Complex/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 upon the Said Shop/Said Land/Commercial Complex 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, so long as the Said Shop is not assessed by Civic Authority (s) for the purpose of payment of taxes & charges etc., agrees to pay on pro-rata basis such dues, demands, charges, taxes, liabilities, as determined and demanded by the Seller/ Maintenance Agency, which shall be final and binding upon the Purchaser. Once the Said Shop is assessed separately, the Purchaser shall pay directly to the competent authority on demand in the manner as may be prescribed.

17. . The Purchaser shall also abide by and be liable to observe all the rules framed by the Seller / Maintenance Agency and all laws, by-laws, rules and regulations stipulated by LDA, 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 indemnified and harmless against all costs, action, consequences, damages & penalties arising on this account.
18. The Purchaser, for the purpose of availing the Maintenance Services in the Commercial Complex executed a Maintenance Agreement with Seller/ ECPL or any other body as may be appointed/nominated by Seller for the maintenance and upkeep of the common areas and facilities of the Commercial Complex (herein '**Maintenance Agency**'). The Purchaser agrees to abide by the terms and conditions of the said Maintenance Agreement
19. 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 Shop or inconvenience to the tenant(s)/occupant(s) of the Commercial Complex/Township/ neighborhood.
20. The Purchaser shall use the said Shop peacefully and shall not, in any manner litter, pollute or cause nuisance in the adjoining areas and ensure proper garbage and refuse disposal.
21. (a) – The Purchaser shall maintain and insure the Said Shop including the content lying therein at his /her/their own cost and expenses. The Purchaser shall always keep the Seller / Maintenance Agency or owner 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 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 Shop.

22. The Purchaser shall not in any manner whatsoever cause damage to or encroach upon any part of the Commercial Complex/Township, common areas, limited use areas, other shops, 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 Commercial Complex/Township by the Purchaser or any damage caused to the common areas or on any part of the Complex/Township shall be liable to be removed / rectified by the Maintenance Agency/Seller at the sole cost and expenditure of the Purchaser.
23. The Purchaser shall obey all directions, rules and regulations made by the Seller /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 Commercial Complex/Township.
24. The Purchaser shall not have any right in any community facilities, commercial premises, school, Club etc., if any constructed in the Township. The Seller shall be free to dispose of the same on such terms and conditions, as it may deem fit

and proper and the Purchaser shall not have any right to interfere in the manner of booking/allotment/sale of such community facilities, commercial premises, school, club etc. to any person/s and also in their operation and management by Seller.

25. The Seller has provided/made provisions for basic internal services like, internal electrification etc. However, these services are to be joined with the external services to be provided by LDA, & other local bodies. In case, there is a delay in providing these external services by the local bodies/LDA 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 against the Seller for delay in providing said external services by LDA/Local authorities.
26. The Purchaser has further agreed that he/she/they will get exclusive possession of the built-up area and right to use common areas of the Commercial Complex in spite of fact that for computation purposes some of the proportionate common areas have been included in the super area. The Purchaser will not encroach/block common areas, change the colour scheme, change the layout of the Said Shop 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.
27. 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 Commercial Complex/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 by the Purchaser.

28. The Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed have been borne by the Purchaser.
29. The property transferred hereby is a shop having _____ sq. mtr. of **Super Area** with _____ sq. mtr. of the built-up structure thereupon. The valuation of _____.

_____-Thus, the total valuation of the Said Shop works out to be Rs. _____/- .The Sale Consideration is Rs. _____/-Therefore Total stamp duty of Rs _____/- has been paid on Consideration amount which is higher than Market Value

SCHEDULE OF SAID SHOP

The Said Shop bearing Shop No 723, Type / Category _____, having a Carpet Area _____sq mtrs, Super area of _____sq. mtrs and built – up area of _____ sq. mtrs ,situated at Eldeco City Arcade, Eldeco City, IIM Road, Lucknow, along with the right to use the common areas & facilities of the Commercial Complex including all rights and easements whatsoever necessary for the enjoyment of the Said Shop.

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 and Industries
Limited and its Subsidiary
Companies Through their
Authorised Represen**

SELLER

PURCHASER

Drafted & Typed by

(Surya Prakash Singh)

Advocate

Cont No.09125401320