

**PROFORMA FOR CONVEYANCE DEED**

**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 AREA .....SQ. MTRS IN ELDECO IMPERIA, SITUATED AT, VILLAGE JAITIKHERA, PARGANA BIJNORE & TEHSIL-SAROJINI NAGAR, DISTRICT-LUCKNOW, U.P.

Stamp: Rs.     /-

SALE DEED

Nature of Land                     :   Residential  
Pargana                               :   Bijnore

Mohalla                             :   **PLOT AT ELDECO IMPERIA**, an Township  
situated at village-Jaitikhera, Tehsil- Sarojini  
Nagar, District- Lucknow

Plot No.                             :     
Plot Type                            :     
Plot Area                            :   ..... M<sup>2</sup>  
Road                                 :   Sysandi 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 and 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/associates  
companies (mentioned hereunder) all 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, nominees, of the FIRST PART

Name of Purchaser MR. Smt (I) (II) both resident of .

THIS SALE DEED is executed at Lucknow on this .....<sup>th</sup> day of .....20\_\_.

BY

Eldeco Housing and 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") (ii) Neptune Infracon Private Limited, a company incorporated under the Companies Act, 1956 having its Registered Office \_\_\_\_\_ (iii) Shivaye Construction Private Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at \_\_\_\_\_ all through their Authorized Representative 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;

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.

WHEREAS:

- A.EHIL is developing a residential township on a land admeasuring 65347 sq mtr approx situated at Sysandi Road, Lucknow (herein "Township") in terms of Permit No. \_\_\_\_\_ dated \_\_\_\_\_ & Permit No. \_\_\_\_\_ dated \_\_\_\_\_ 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 Imperia”, as per approved layout plan & building plan which inter – alia includes plotted development, independent built-up Villas, Commercial spaces, EWS/LIG, parks, utilities and other common services and facilities therein. EHIL has carried out the development of the Township by carving out the residential 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 of .....sq. 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 favor 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 to the satisfaction of the Purchaser. The Purchaser confirms that he/she/they is/are satisfied 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.
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 and the Purchaser shall not raise any objection, claim, dispute etc in this regard against Seller.
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 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 Purchasers share in the Said Plot shall always remain undivided, unidentified and impartiable and none of them shall be entitled to claim partition of its share therein.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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, firefighting tax, water tax, sewerage tax, other taxes etc),rates, duty, charges, cess, fee, assessment, External Development Charges , Development Charges etc. of any nature whatsoever, by any local administration, State, Government, Central Government on the Township /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.

14. 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.
15. 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( Defined hereinafter) , 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.
16. 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.
17. The Purchaser, for the purpose of availing the Maintenance Services in the Township, entered into a maintenance agreement with EHIL for the maintenance and upkeep of the 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, and 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.
18. 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 the Purchaser has 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 is being provided to the Said Plot and construction thereon.

19. The Purchaser has seen the layout plan/revised layout plan of the Township duly approved by LIDA and is/are fully satisfied with the same in all aspect and further consent not to raise any claim /dispute in this regard.
20. 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.
21. The Purchaser shall form and join an Association of the purchaser/s of units/plots/villas in the Township (“Association”) 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 EHIL /Maintenance Agency.
22. 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.
23. (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 Association 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.
24. 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.

25. 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.
26. 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.
27. The Purchaser shall not have any right in any community facilities, commercial premises, school, 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.
28. 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 as per the norms in its sole discretion or if the same is required by the concerned authority.
29. 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.
30. 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 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.

31. 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.
32. 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.
33. 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/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 Imperia” situated at Village-Jaitikhera, Tehsil-Sarojini Nagar, District- Lucknow along with 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**