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**PROFORMA OF PROPOSED CONVEYANCE DEED FOR
REFERENCE PURPOSE ONLY**

**APPROVAL FROM EXECUTING AUTHORITY (K.D.A) IS
PENDING**

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NAME OF OFFICE: SUB- REGISTRAR, -IV, KANPUR NAGAR

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| 1-Date of Presentation | |
| 2-Date of Execution | |
| 3-Nature of Document | SALE DEED |
| 4-Sale Consideration | Rs./- |
| 5-Market Value | Rs./- |
| 6-Name of the Sellers/ First Party/ Licensor | Kanpur Development Authority, Kanpur a body corporate, constituted under the provisions of Section 4 of the U.P. Urban Planning & Development Act, 1973 through its duly authorized (Designation of person so authorized) Mr. Law Officer, Zone-2, K.D.A. Kanpur. Aadhar No- Pan No- Mobile No- |
| Second Party/ Licensee/ Confirming Party | Eldeco Townships & Housing Ltd. (CIN No. U45201DL2003PLC121660) a limited company incorporated under the companies Act, 1956, having its office at F.F. ,Virendra Smriti |

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| | <p>Complex,15/54-B Civil Lines ,Kanpur & registered office at 201-212, Splendor Forum, Second Floor, Jasola District Centre, New Delhi- 110025 through its authorized signatory</p> <p>Mr.</p> <p>S/o</p> <p>Aadhar No- Pan No- Mobile No-</p> |
| 7- Name & Address of the Purchaser/ Third Party | <p>.....</p> <p>Pan No- Aadhar No- Mobile No-</p> |
| 8- <u>Details of Property</u> | |
| A- Place | Barasirohi, Kanpur Nagar |
| B- Flat/ Property No. | Flat No. On..... Floor Situated at |

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| | Eldeco Evoke, on built over plot no GH-01 being part of ELDECO COUNTY Township situated at sector-09, (old sector- 14) Jawaharpuram (Barasirohi) District- Kanpur Nagar (UP) |
| C- Built-up Area of flat | Sq. Mtrs. |
| D- Area of undivided land of flat | Sq. Mtrs. |
| E- RERA carpet Area | Sq. Mtrs. |
| F- Total land area of property (for residential building) | Sq. Mtrs. |
| G- Total covered area of building | Sq. Mtrs. |
| H- Nature of property | Residential |
| I- Road | Mtrs. Wide Road |
| J- Nature of construction | RCC (First Class) |
| K- Number of floors | |
| L- Year of Construction | |
| M- <u>Boundaries of entire building/Eldeco evoke:-</u> | EAST: WEST: NORTH: SOUTH: |
| N- <u>Boundaries of flat:-</u> | EAST: |

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|---|---|
| | WEST: NORTH: SOUTH: |
| O- Park facing situated over the boundary of property | YES/ NO |
| P- Double road situated over the boundary of property | YES/ NO |
| Q- Other information | The property is not nazul and evacuee property neither two side road nor park facing. |
| <u>DETAILS OF PAYMENT OF STAMP DUTY-</u> | |
| 1- Circle rate of land fixed by the collector | : Rs./- per Sq. Mtr. |
| 2- Rate of Construction | : Rs./- per sq. mtr. |
| 3- Value of Land | : Rs./- |
| 4- Value of construction | : Rs./- |
| 5- Value of land with construction | : Rs./- |
| 6- % of Common facility | : Rs./- |
| 7- Total Value of Flat | : Rs./- |
| 8- Sale Consideration | : Rs./- |
| 9- As per rules payable stamp duty | : Rs./- |

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|----------------------|--|
| 10- Total Stamp paid | :Rs.....vide e-Stamp bearing Certificate No. IN- UP.....dated..... |
|----------------------|--|

**THIS FREE HOLD DEED IS EXECUTED ON THIS DAY OF
202.. BETWEEN**

Kanpur Development Authority, Kanpur, a body corporate constituted under the provisions of section – 4 of the U.P. Urban Planning & Development Act, 1973 through its duly authorized (Designation of person so authorized) (Hereinafter referred to as the **"Sellers/ First Party/ Licensor"** which expression, unless repugnant to the context shall always mean and include the itself, its successors, executors, administrators legal representatives and assigns)

AND

Eldeco Township & Housing Ltd., a limited company incorporated under the companies Act, 1956, having its office at First Floor,Virendra Smriti Complex,15/54-B Civil Lines Kanpur & registered office at 201-212, Splendor Forum, Second Floor, Jasola District Centre, New Delhi-110025 (hereinafter referred to as 'the Second Party/ Licensee/ Confirming Party/ Consenting Party) (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its representatives, successors, administrators and assigns) through its authorized signatory
.....
.....

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AND

NAME & DETAIL OF PURCHASER/ THIRD PART

.....
.....(Hereinafter referred to as the
"Purchaser" Which expression unless repugnant to the context
shall always mean and include the Purchaser himself/herself &
his/her/their respective heirs, successors, legal representatives and
assigns) of the Third Part.

WHEREAS for the Planned development of Kanpur and to feed the
residential needs of the public the land was acquired under the
provisions of Land Acquisition Act 1894, according to law by K.D.A.
through State of U. P. under Jawaharpuram Scheme, sponsored by
'K.D.A.'

AND WHEREAS the K.D.A. entrusted the construction &
development of lands so acquired to the Licensee/Confirming party
viz M/s Eldeco Townships & Housing Ltd., vide License Agreement
dated 28.12.2004 duly registered on 28.12.2004 in Book No 1,
Volume 2741 on Pages no. 99 to 222 at Serial No 8400, vide
License Agreement dated 17.11.2011 duly registered on
17.11.2011 in Book No 1, Volume 6387 on Pages no. 293 to 456 at
Serial No 7398, in the office of Sub Registrar, Kanpur on the terms
and conditions contained in the said Agreement.

AND WHEREAS in terms of said License, the Licensee/confirming
party has developed a residential flats known as Eldeco Evoke

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under the named & style Eldeco County (hereinafter "Township") as per the layout/building plan duly sanctioned by K.D.A. vide permit no D/86/225/23/06-07 dt 27.06.2008 and revised layout permit no. 192/1/L/14-15 dt 21.11.2015 which inter- alia includes plotted development, independent built-up Villas, Group housing, commercial spaces, parks, utilities and other common services and facilities therein. ETHL 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. The ETHL has started the development of group housing on plot no GH-01 of the said township as per layout/ building plan duly sanctioned by KDA vide permit dated 23.07.2022 having permit no group housing/ 02936/KDA/BP/20-21/1214/01062022 and during the course of construction offered to transfer the duly developed residential flats to the prospective buyers, under self financing scheme on the terms and conditions contained in letter of allotment/ agreement & the License agreement executed between the licensee and the K.D.A.

AND WHEREAS the Purchaser named above after going through & agreeing upon the terms of allotment vide application dated applied for allotment of a residential flat/ Unit no..... and the Licensee vide allotment/ agreement no. dated allotted in favor of the Purchaser a residential flat/ Unit no. bearing no..... Type/ Category, Block no..... having a super area measuringsq. mtrs and built areasq. mtrs (sqft.) on the Floor (hereinafter

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referred to as "Flat"), situated in the Group Housing Complex known as Eldeco Evoke (herein "Complex") having plot no. falling within the Township pursuant whereof the flat was allotted to the 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 allotment certificate/ agreement dated.....("Allotment of the Agreement") for a consideration of Rs./- (Rs.(IN WORDS)) which sum stands paid by the Purchaser to the Licensee, the payment whereof is acknowledged by the Licensee.

AND WHEREAS the Purchaser has also paid the freehold charges amounting Rs...../- (Rs.Only) to K.D.A. vide Bankers Cheque No., Rs....., Drawn on Bank,, Kanpur dated deposited atBank, Kanpur.

NOW THIS DEED OF SALE WITNESSETH AS UNDER :-

1. That in consideration of the aforesaid sale consideration amount of Rs./- (Rs. Only) paid by Purchaser to the Licensee & free Hold charges of Rs...../- paid by the Purchaser to K.D.A. in the manner above mentioned, the Seller and the Licensee jointly do hereby transfer, convey and assign absolutely the demised flat no onfloor builtup area Undivided land area..... situated at Eldeco Evoke being part of Eldeco County situated in Sector – 9 (Old Sector – 14) at Jawaharpuram Scheme, Kanpur,

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more specifically described in the schedule of property given at the foot of this deed, delineated and demarcated on the plan annexed herewith, in favour of the Purchaser to hold, possess and enjoy the same for ever as absolute owner thereof, free from all encumbrances along with all right of easement, appurtenances attaching thereto without any claim by Seller & the Licensee, the possession where of has been handed over to the Purchaser by Seller / through the Licensee in perfect state.

2. That the construction of the Demised Premises has been raised by the Licensee therefore, K.D.A. shall not be responsible for any complaint regarding construction of the Demised Premises.

3. That the Purchaser covenant with the Licensee & the KDA Licensor to use the Demised Premises strictly for residential purposes only and shall always abide by the terms of the Allotment Agreement and the rules and regulations passed by the K.D.A. Board and Government orders issued from time to time with regard to usage of the Demised Premises hereby transferred.

4. That the Purchaser shall be at liberty to get his/her name mutated in relevant records maintained by the local authorities regarding the Demised Premises.

5. That except the Demised premises, hereby transferred, the Purchaser shall have no right, interest and title upon the remaining areas in the complex/building except the right of easement through the common road and use the common areas like park

and public facilities as per the norms and rules stipulated in this regard. The areas like Club, School, Convenient, Shopping, Commercial Complex etc. within the Demised premises shall remain the property of the licensee including the common facility(s) areas and the Seller shall have a right to sell, transfer or otherwise part with possession the same to any person(s) or institutions at the cost and on terms as deemed fit by the Licensee without any say or interference by the Purchaser.

6. That the internal services like laying of roads, water line, sewer line, electric line, arboriculture have been provided by the Seller to be ultimately connected with the external services like water supply network, trunk sewer, storm water drain to be provided by the Development Authority and Local Authorities, The Purchaser shall not be entitled to make any claim against the Licensee/ Seller in the event of delay in connecting the internal services with the external services to be provided by the K.D.A. and the Local Authorities, in case the K.D.A. and Local Authorities fail/delay in providing external services as above.

7. That the Licensee may carry on the further construction and development in the Township even after execution of sale deed and handing over the possession of the Demised premises the Purchaser, therefore, for lapse of any facility/amenity at the time of handing over the possession, the Purchaser shall not be entitled to raise any claim or compensation in this regard.

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8. That the Purchaser in no way be entitled to encroach upon any of the common services like road, parks, etc. Any such encroachment shall be liable to be removed at the cost and expenses of the encroaches without any notice.

9. That the purchaser before the execution of the sale deed have satisfied himself with regard to the title of the licensee, quality of the construction, fixtures and fittings installed therein. Any subsequent claim by purchaser shall not be entertained.

10. That the Purchaser shall be abide by the terms of the Allotment Agreement and all the rules and regulations of K.D.A. or any Local Authority applicable and shall be liable for any breach or non-observance, non-performance of any of the terms, rules and regulations and the consequential affects of non-observance of any of the terms/rules.

11. That the Licensee may for some more time continue to carry on construction and development activities till the completion of the project/complex/building as per the sanction/revised sanction and approval granted by the K.D.A. and the Purchaser in no case be entitled to object the same.

12. That the house tax, water tax or any other tax or charges as imposed by the local authority constituted under the provisions of law shall be payable by the Purchaser regularly. The electricity, water & sewer connection shall be taken by the Purchaser at his own cost and expenses and shall make the payment of entire

charges, whichever may be lawfully imposed/ demanded by U.P.P.C.L. & Civic Authorities.

13. That in the event any G.S.T. , service tax and/or any other tax is imposed on the sale/transfer of the demised premises hereto, the Purchaser/s alone shall be liable to bear the same. The purchaser acknowledge and accepts that Licensee has informed and showed him /her that as per present understanding received from consultants ,G.S.T is not payable on sale of the Said flat or on this transaction , and accordingly none is being charged by the purchaser. However, if the competent authorities / court in future conclude that G.S.T is payable on sale of the Said demised premises or on this transaction and imposes any interest or other penalty thereon then the same shall be borne and payable by the purchaser. The purchaser further confirms that the promoter/ shall have the charge on the demised premises in respect of any amount outstanding and payable by the purchaser in terms of this deed

14. That the running and maintenance of the Township (Eldeco Evoke (County), Township and the common services and open areas therein where the flats is situated shall initially be undertaken by the Licensee. For this purpose, the Purchaser shall keep deposited with the Licensee a lump-sum amount and the interest accrued thereon shall be utilized for meeting the expenditures to be incurred upon the maintenance. In addition to lump-sum deposit, the Purchaser shall also be paying the recurring maintenance charges as asked by the Licensee. Any other charges

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for special repairs or for providing additional common service in future shall also be proportionately paid by the Purchaser to the Licensee. Initially the maintenance and management of the Township and the common areas therein shall be undertaken by the Licensee or through any Agency as may be nominated by the KDA & Seller/ Licensee till the period of 2 years from the date of first delivery of possession or when the possession of 40% of the units has been delivered whichever is earlier. Ultimately, the common services and the area shall be handed over to the respective Civic Authorities for running and maintenance of the services and common spaces in the Township. On handing over these services to the respective Authorities, the lump-sum amount deposited shall be refunded by the Association / Licensee as the case may be.

15. That the Seller/Licensee shall not be liable to maintain the Township indefinitely and ultimately the same shall be run and maintained by the Association to be formed by and amongst the Purchaser/Allottees of the Township and the charges for maintenance shall be payable to the Association or the agency nominated by the Association for the cause. It shall be incumbent on each Purchaser/allottee to become the Member of the Association.

a. The charges for maintenance shall be payable from the date of Sale Deed irrespective of the fact whether the possession has been taken over or not.

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b. That right to use common services/facilities is always subject to payment of up to date maintenance charges & performing as per the stipulations made in this regard. Any amount due as maintenance charges shall be a charge upon the residential plot/demised premises owned by the purchaser default.

16. That the Purchaser shall neither use nor permit to be used the Demised premises for any public, religious purposes nor shall do and cause to be done such act, things & deeds on the Demised Premises which may be or may create nuisance annoyance or any kind of inconvenience to other owners or occupiers and the residents of the Township/ neighborhood.

17. That the land involved in residential flat, hereby transferred through this document has been acquired according to provisions of land Acquisition Act & the cost of land has been fixed on basis of acquisition cost. In case due to any judgment and order or direction passed by any court of law making enhancement in the quantum of the compensation and solatium / Interest, the enhanced cost shall proportionately be borne and paid by the Purchaser on demand by licensor / K.D.A. within 30 days from the date of demand note in manner prescribed to K.D.A./Licensor failing which the same shall be recovered from Purchaser as arrears of land revenue. In acceptance of the above covenant the Purchaser has put his / her hands to their presents.

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18. That the purchaser at all times to come shall not change the façade & elevation of the Demised Premises & be maintaining the building line.

19. That in case of any dispute regarding the demised premises hereby transferred the courts situated within the territory of Kanpur shall have exclusive jurisdiction to here and decide the case. However, at the option of both the parties the dispute may be referred to the vice-chairman, K.D.A. for arbitration and the award given by the said arbitrator shall be binding upon the parties.

20. That the built up area of the demised premises hereby transferred issq. mtr. And the undivided area of landsq.mtr.

21. That in case of any dispute regarding the residential plot hereby transferred, the courts situated within the territory of Kanpur shall have exclusive jurisdiction to hear and decide the case. However, at the option of both the parties the dispute may be referred to the vice-chairman, K.D.A. for arbitration and the award given by the said Arbitrator shall be binding upon the parties.

22. That cost of land Rs..... & cost of construction Rs..... & Free hold charges Rs..... Thus, the total consideration cost of property works to be Rs..... Whereas for the purpose of payment of stamp duty as per

notification KN-7-440/11-2015-700(111)/13 Lucknow effective from 30 March 2015 the valuation of land sq.mtrs. @ Rs..... per sq.mtrs. works out to be Rs..... (Land+Built up area).The free hold charges paid is Rs..... Thus, the total valuation for the purpose of payment of stamp duty is Rs..... (Consideration cost Rs..... +Free hold charges Rs.....). Thus, the valuation of the demised premises hereby transferred hereby is the highest value for the purpose of payment of stamp duty, upon which stamp duty worth Rs..... has been paid herewith by the Purchaser.

SCHEDULE OF SOLD PROPERTY

All the constructed flat with land forming part of layout plan bearing flat no. Eldeco Evoke (Residential Township) having land area of sq. mtrs. And constructed areasq. mtrs. Bounderies whereof shown in red color in the attached map plan with this documents situated at Jawaharpuram Scheme, Kanpur admeasuring..... mtrs in North....., in the south in the East and in the west.

Bounderies whereof as under:-

- NORTH :
- SOUTH :
- EAST :

WEST :

IN WITNESS WHEREOF the Parties hereto have put and subscribed their hands on this sale deed for and on behalf of the seller and the Purchaser in their sound state of body and mind without any undue influence or coercion, have set their hands to these presents at Kanpur, on the day, month and year first above written. Possession will be given after registration of the document.

WITNESS:

1-

SIGNATURE OF SELLER

For and on behalf of the seller/
First party/ Licensor/K.D.A.

2-

Signature of Licensee /Confirming Party/
Second Party

SIGNATURE OF PURCHASER

