

Stamp :

SALE DEED

Nature of Land :
Pargana :
Mohalla :
Detail of Property :
Shop No. :
Carpet Area :
Road :
Type of Property :
Construction Year :
Consideration :
Valuation :

BOUNDARIES OF THE PROPERTY

NORTH :
SOUTH :
EAST :
WEST :

NAME OF SELLER

Eldeco Housing and Industries Limited, (in short "EHIL") a company incorporated under the Companies Act, 1956 having its registered office at Shop no.16, Second Floor, Eldeco Station-1, Site no 1, Sector 12, Faridabad, Haryana and corporate office at Corporate Chamber -I, IIInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, Lucknow, Uttar Pradesh through its Authorized Signatory. Mr. Brijendra Kumar Singh S/o Mr. Tirath Raj Singh duly authorized by Board Resolution dated_____. **(ii) Neptune Infracon Private Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at Corporate Chamber - I, IIInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, Lucknow, Uttar Pradesh through its Authorized Signatory. Mr. Brijendra Kumar Singh S/o Mr. Tirath Raj Singh duly authorized by Board Resolution dated 02.02.2024. & **(iii) Shivaye Construction Private Limited**, a company incorporated under the Companies Act, 1956 having its Registered Office at Corporate Chamber - I, IIInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, Lucknow, Uttar Pradesh its Authorized Signatory. **Mr. Brijendra Kumar Singh** S/o Mr. Tirath Raj Singh, duly authorized by Board Resolution dated 03.02.2024, (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 OF , 2026.

BY

Eldeco Housing and Industries Limited, (Pan No.AAACE4554G) (in short "EHIL") a company incorporated under the Companies Act, 1956 having its Registered Office having its registered office at Shop no.16, Second Floor, Eldeco Station-1, Site no 1, Sector 12, Faridabad, Haryana and corpotaee office at Corporate Chamber -I, IInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, Lucknow, Uttar Pradesh, **(ii) Neptune Infracon Private Limited, (Pan No.AADCN8876B)** a company incorporated under the Companies Act, 1956 having its Registered Office Corporate Chamber - I, IInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, Lucknow **(iii) Shivaye Construction Private Limited, (Pan No.AARCS0030J)** a company incorporated under the Companies Act, 1956 having its Registered Office at Corporate Chamber - I, IInd Floor, Vibhuti Khand, Opposite Mandi Parishad, Gomti Nagar, Lucknow (hereinafter collectively referred to as "**Sellers**") all through their Authorized Signatory. Mr. Brijendra Kumar Singh S/o Mr. Tirath Raj Singh duly authorized by Board Resolution dated_____. 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:

- 1) **A.** The Promoter along with other landowners ("**Landowners**") is seized and possessed of 180239 Sq mtr (44 acres) of land situated at Sysandi Road, Lucknow, Uttar Pradesh (herein "**Total Land**").
- 2) The Total Land is approved by Uttar Pradesh State Industrial Development Authority ("**UPSIDA**") erstwhile known as Lucknow Industrial Development Authority ("**LIDA**") for developing a residential township on the Total Land (herein "**Township**").
- 3) **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, parks, utilities and other common services and facilities therein. The first phase of the Township is being develop on a portion of land admeasuring 65347 sq.mt. (approx. 16 acres) and the second phase of the Township is being developed on land admeasuring 114892 sq. meters (approx. 28 acres). 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 developing thereon plots and to realize the consideration in whole or in installments and issue receipts in acknowledgment thereof and to

convey the duly developed plot to the intending Purchasers by executing sale deed for the same and to do all acts, matters and deeds incidental thereto.

- D. EHIL on the land admeasuring _____ sqmtrs (herein "Said Land") forming part and parcel of Township developed a project under the name of "Eldeco Imperia Avenue" ("Commercial Complex") comprising of commercial plots, duly approved by UPSIDA vide Permit No _____ dated _____.
- E. The Purchaser named above, applied to EHIL for allotment of a Shop bearing No. _____, having a Carpet area measuring _____ sq. mtrs. and Built up area _____ sq.mtr. on the _____ (hereinafter referred to as "Shop"), situated in the Commercial Complex. 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").
- A. The Purchaser has inspected the ownership/title record of the Said Land, site plan, layout plan, various approvals, consents and permissions granted by the competent authorities and all other information, clarifications in relation to the Said Land, Commercial Complex, Shop and all documents relating to the competency and rights of the Seller/EHIL to develop and construct the Commercial Complex on the Said Land. The Purchaser acknowledges and confirms that the Purchaser is fully satisfied with the title and competency of the Seller to execute this Deed.
- B. The Purchaser has paid the entire sale consideration as per the terms of payment plan contained in Allotment Agreement in respect of the Shop and as such the Seller are now executing the present Deed of sale and transfer of the Shop to the Purchaser in terms thereof.

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 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 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 Shop is being delivered to the Purchaser simultaneously with the signing of this Sale Deed. The Purchaser confirms having satisfied himself/herself/themselves as to the area / dimensions / cost & allied charges/specifications/various installations, workmanship, quality of construction, material fixture and fittings provided in the Shop.
3. The 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 Carpet area of the Shop is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016 and it means the full covered area within the four walls inclusive of the area 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, through this Deed, is being transferred the title of 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 Purchaser/s of commercial area in the Commercial Complex.
6. The Purchaser shall not at any stage of time object any permissible construction & development being carried out or to be carried out by Seller 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 as per the applicable norms.

7. The Purchaser shall use or allow to be used Shop only for convenient shop and/ or activity, which is permissible as per the applicable laws.
8. The Purchaser for the purpose of availing the Maintenance service in the Commercial Complex had executed a Maintenance Agreement with EHIL. The Purchaser understands that EHIL may itself and/or by any other body as may be appointed by Seller may get maintenance and upkeep of the common areas and facilities of the Commercial Complex (herein 'Maintenance Agency'). The Purchaser shall abide by the terms and conditions of the said Maintenance Agreement.
9. The Purchaser shall be entitled to sell, mortgage, lease, gift, exchange or otherwise part with possession of the Shop hereby conveyed to any person(s) provided that the Purchaser shall prior to selling/transferring the Shop shall obtain a No Objection / No Due Certificate as regards clearance/payment of outstanding maintenance charges/other dues from EHIL or the Maintenance Agency and make payment of such administrative charges to Seller as may be prescribed in this regard. In case Shop is sold/transferred without seeking NOC from Seller/Maintenance Agency any amount due towards maintenance shall be payable by the subsequent transferee.
10. The Purchaser shall not put any sign-board/name plate, neon-light, publicity or advertisement material etc. outside the Shop or on the roof 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 in the Commercial Complex.
11. The Purchaser acknowledges and accepts that the security & maintenance personnel are meant for management of affairs of the Commercial Complex/Township and safety, security and maintenance of equipments/plant & machinery installed in the Commercial Complex/Township. In no case EHIL/Maintenance Agency/security personnel shall be responsible for safety & security of property/belongings of the Purchaser and his/her/their visitor. The safety and security of the property/belongings of the Purchaser and his/her/their visitor shall be the sole responsibility of the Purchaser.
12. The Purchaser shall have a right subject to stipulation contained in Clause no. 9 to sell/transfer the Shop to any person. However, all the terms and conditions contained in this Deed, Allotment Agreement, as well as contained in the maintenance agreement shall mutatis mutandis be applicable and binding upon the subsequent transferee/s.
13. The Purchaser shall subject to the same reservations, limitations as mentioned in Clause No. 7 above be entitled to let out the 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.

14. 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 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.
15. The Purchaser, so long as the 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 EHIL/Seller/ Maintenance Agency, which shall be final and binding upon the Purchaser. Once the Shop is assessed separately, the Purchaser shall pay directly to the competent authority on demand in the manner as may be prescribed.
16. The Purchaser shall also abide by and be liable to observe all the rules framed by EHIL / Maintenance Agency and all laws, by-laws, rules and regulations stipulated by UPSIDA, Municipal, Local and other Government or Statutory bodies and shall alone be responsible for any non-compliance or breach thereof and shall keep EHIL/Seller / Maintenance Agency indemnified and harmless against all costs, action, consequences, damages & penalties arising on this account.
17. 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 Shop/Commercial Complex or inconvenience to the tenant(s)/occupant(s) of the Commercial Complex/Township/ neighborhood.
18. The Purchaser shall use the Shop peacefully and shall not, in any manner litter, pollute or cause nuisance in the adjoining areas and ensure proper garbage and refuse disposal.
- 19.(a) The Purchaser shall insure the Shop including the content lying therein at his /her/their own cost and expenses. The Purchaser shall always keep EHIL/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 Shop.
20. 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/EHIL at the sole cost and expenditure of the Purchaser.

21. 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 Commercial Complex/Township.
22. The Purchaser shall not have any right, interest etc in any community facilities, commercial area, school, residential area, Club etc., 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 in their operation and management by EHIL/Seller.
23. EHIL 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 UPSIDA, & other local bodies. In case, there is a delay in providing these external services by the local bodies/UPSIDA which prevents EHIL from joining the said internal services with external services, the Purchaser shall not hold the Seller liable for such delay & consequently shall not raise any claim against the Seller for delay in providing said external services by UPSIDA/Local authorities.
24. The Purchaser shall not encroach/block common areas, change the color scheme, change the layout of the 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.
25. EHIL 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 EHIL/Seller may deem fit as per the norms if the same is required by the concerned authority for that purpose or for technical reasons and the Purchaser shall extend his/her/their full support in this regard.
26. 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.

27. The Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed have been borne by the Purchaser.
28. That the property transferred hereby is a shop having _____ sq. mtr. of the Carpet Area of Shop structure thereupon. As per the DM Circle Rate the property is valued at Rs._____/ - per sq.mtr.-. The stamp duty is being calculated and paid as per the Governor notification no. S.V.K.N.-5-2756/11-2008-500 (165)/2007 dated 30.06.2008 Rule Uttar Pradesh Shasan Sansthatgat Vitt Kar Evam Nibandhan Anubhag-5. The Stamp duty is being @ 7%. Thus, the valuation of the Shop works out to be (_____ x _____) **Rs.**_____/ - The Sale Consideration is **Rs.**_____/ -. As the Sale Consideration is higher than Market Value the stamp duty is being on the Sale Consideration. The stamp duty which comes to **Rs.**_____/ - and is being paid by the Purchaser, vide e-stamp No.IN-UP..... dated _____. Because 6% stamp duty is payable in favour of women, according to Government Notification No.13/2025/914/94-2-2025-700(76)/2024 dated 29.07.2025.

The aforesaid shop is situated in a commercial complex and further is not situated in any air-conditioned mall/ mall.

SCHEDULE OF SHOP

The Shop bearing No._____, having a Carpet area measuring _____ sq. mtrs. and built up area _____ sq.mtr., on the Upper Ground Floor, situated at Eldeco Imperia Avenue, Eldeco Imperia, at Sisandi 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 Shop.

BOUNDED BY

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:

Witnesses:

1. Eldeco Housing & Industries Limited
and its Subsidiary Companies through
their Authorised Representative Mr.
Brijendra Kumar Singh
S/o Tirath Raj Singh.
SELLER
PAN No.
- 2.

PURCHASER

Typed by :

Drafted by: