

**SALE DEED**

Date of Execution : .....

Place of Execution : Lucknow

Sale Consideration : ` ...../-

Market Value : ` ...../-

Stamp Duty Paid : ` ...../-

Ward : Ibrahimpur

**DETAILS OF INSTRUMENT IN SHORT**

Nature of Property	: Commercial
Ward	: Ibrahimpur
Mohalla	: Sector-6A, Vrindavan Yojna-1, Lucknow
Details of Property (Property No.)	: Shop No. .... on the ..... Ground Floor in the building known as "....." built over Commercial Freehold Plot No. 6A/COM-5 situate at Sector-6A, Vrindavan Yojna-1, Lucknow
Standard of measurement	: Sq. meter
Area of Property (Carpet Area)	: ..... sq. meter
Location Road	: Not on Segment Road
Consideration	: ` ...../- (Rupees ..... only).

**BOUNDARIES :**

EAST : .....

WEST : .....

NORTH : .....

SOUTH : .....

<b><u>No. of Sellers (2)</u></b>	<b><u>Nos. of Purchaser (1)</u></b>
<b><u>Details of Sellers</u></b>	<b><u>Details of Purchaser</u></b>
(1) Mr Monis Iqbal son of Late Iqbal Ahmad resident of 118/86Kha, Cantt. Road, Lucknow (2) Mohd. Meraj son of Late Q.S. Huda resident of 6A, Sheetla Vihar, Bal Vihar, Indira Nagar, Lucknow	Sri ..... son of Sri ..... resident of .....
<b><u>No. of Confirming Party (1)</u></b>	
<b><u>Details of Confirming Party</u></b>	
M/s Trinity Renaissance Construction, a Partnership firm constituted under the provision Indian Partnership Act, 1932 having its registered office at 18/406, Near D.A.V. School, Indira Nagar, Lucknow through its Partner Sri Shiv Kumar Singhania son of Late Sri Ishwar Prasad	

THIS DEED OF SALE IS EXECUTED BETWEEN (1) Mr. Monis Iqbal son of Late Iqbal Ahmad resident of 118/86Kha, Cantt. Road, Lucknow (2) Mohd. Meraj son of Late Q.S. Huda resident of 6A, Sheetla Vihar, Bal Vihar, Indira Nagar, Lucknow (hereinafter referred as the 'Sellers' which expression shall mean and include their respective heirs, successors, administrators and assigns) AND M/s Trinity Renaissance Construction, a Partnership firm constituted under the provision Indian Partnership Act, 1932 having its registered office at 18/406, Near D.A.V. School, Indira Nagar, Lucknow through its Partner Sri Shiv Kumar Singhania son of Late Sri Ishwar Prasad (hereinafter referred to as the 'Confirming Party' which expression shall mean and include its successors, administrators and assigns) AND Sri ..... son of Sri ..... resident of ..... (hereinafter referred as the 'Purchaser' which expression shall mean and include his heirs, successors, administrators and assigns).

**WHEREAS**, Sri Farooqui Mohammad Khalid Umer had purchased the Commercial Freehold Plot No. 6A/COM-4 situate at Sector-6A, Vrindavan Yojna-1, Lucknow measuring 622.02 sq. meters from Uttar Pradesh Avs Evam Vikas Parishad, Lucknow vide registered Sale Deed dated 27-02-2018

registered in Book No. I Volume 23562 Pages 175/214 at No. 4356 on 28-02-2018 in the office of Sub Registrar-I, Lucknow ;AND

**WHEREAS**, later on Sri Farooqui Mohammad Khalid Umer and the Sellers have entered into a Supplementary to Builder's Agreement registered on 28-02-2018 registered in Book No. I Volume 24203 Pages 395/404 at No. 14122 on 02-07-2018 in the office of Sub Registrar-I, Lucknow; AND

**AND WHEREAS** after execution of the Builder Agreement and Supplementary to Builder's Agreement Sri Monis Iqbal, Mohd. Meraj and Sri Shiv Kumar Singhania have constituted a Partnership Firm on 25-04-2018 in the name and style of "M/s Trinity Renaissance Construction" which was later on registered in the office of Registrar, Firms and Societies, Uttar Pradesh Lucknow having Registration No. LUC/0000513 dated 26-06-2018; AND

**AND WHEREAS** later on the Sellers are constructing a Building as per sanction map issued by Uttar Pradesh Avas Evam Vikas Parishad, Lucknow vide Permit No..... dated ..... which is popularly known as ".....".

**AND WHEREAS** by virtue of the said Builder Agreement and Supplementary to Builder's Agreement the Shop No..... came into the share of the Sellers and confirming Party is joining this deed only to more perfectly transferring the title in favour of the Purchaser ;AND

**AND WHEREAS**, the Sellers wanted to sell the, the Shop No. .... on the ..... Ground Floor in the building known as "....." built over Commercial Freehold Plot No. 6A/COM-5 situate at Sector-6A, Vrindavan Yojna-1, Lucknow measuring about .... sq. feet i.e. .... sq. meters covered area, more specifically detailed and described in the **SCHEDULE NO. I** regarding description of the property (hereinafter referred to as "**The Property**") came into the share of the Sellers, who want to sell, and transfer said property in favour of the Purchaser, and the Purchaser being interested in purchasing the same has offered a sum of ` ...../- (Rupees .....only) which offer the Sellers have accepted.

And whereas, the Sellers have received said sale-consideration from the Purchaser the details whereof are being given in **SCHEDULE No. II** given at the foot of this sale-deed.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER :**

1. THAT in consideration of ` ...../- (Rupees ..... only) paid by the Purchaser to the Sellers the receipt whereof the Sellers hereby acknowledges, the Sellers hereby convey, assign and transfer by way of absolute sale all its rights, title and interest in the property described in the schedule hereto with all rights, title easement etc. attached to or upon the said tenements consisting of the **Shop No. .... on the ..... Ground Floor in the building known as "....." built over Commercial Freehold Plot No. 6A/COM-5 situate at Sector-6A, Vrindavan Yojna-1, Lucknow measuring about .... sq. feet i.e. .... sq. meters covered area** without any hindrance interruption or interference from anybody provided of course that the Purchaser shall always keep and maintain the four walls, floor and ceiling of the premises sold to its by keeping it in though good repair and shall not do any such act or deed whereby the four walls, floor or ceiling are damaged.
2. THAT the Sellers does hereby declare that the said property being a shop is owned by the Sellers solely and it has its absolute legal rights and title over the same with right to sell and transfer it in whole or in parts and the said property is free from all encumbrances, sale, mortgage, gift, attachment, security, lien, litigation or disputes etc.
3. THAT having received the said consideration amount in the manner detailed above, the Sellers does hereby sell, convey and assign absolutely to the Purchaser the said shop mentioned above and all that it has including all rights of easement and appurtenances attached thereto; To Hold and Possess the same unto and use and enjoy the same as absolute owner thereof.
4. THAT the Purchaser has scrutinized and satisfied himself about the right title and interest, encumbrance, right to construct the commercial complex on the said property and also satisfied about the right to sell which is possessed by the Sellers and the Purchaser has examined the title of the Sellers and has also seen all the papers regarding the same.
5. THAT the Sellers have handed over the vacant possession of the property mentioned above to the Purchaser with all it's rights and privileges so far held and enjoyed the Sellers to hold and enjoy the same forever free from all encumbrances whatsoever.
6. THAT if any person claims through the Sellers and right or privileges in respect of the property mentioned above, it shall be rendered illegal and void by virtue of the present sale deed and if the Purchaser is deprived of the said property or any portion of the property mentioned above or any proprietary right therein, by reason of any defect in the title, the Sellers undertakes to indemnify the Purchaser to the extent of such loss or losses as suffered by the Purchaser.
7. THAT the absolute title, right and interest with all easements only in respect of the property hereby sold shall vest in the Purchaser hereinafter and presently no right of easement of any kind is available to any other person or persons, to restrict the Purchaser right of use and enjoyment of the property sold in any manner whatsoever.
8. THAT the Purchaser and other occupants shall not keep or store or cause to be stored any articles, things, materials, and goods in landing lobbies open spaces and other common passage of the building and shall not obstruct the ingress and egress of the other occupants of the said commercial building, parking of personal vehicles in the open spaces shall however, be permitted.



9. THAT the land on which the aforesaid commercial building including the property hereby sold stands constructed shall be the common property of the Purchaser and the other owners / Purchaser or his transferees, or assignees, etc. of the property, situated on the ground, first and subsequent floors and basements and the Purchaser shall get the proportionate right in the land.
10. THAT the Purchaser shall keep the property in good conditions so as not to endanger, the safety of the property on ground, first and subsequent floors, and if at any time by act of God or natural calamity or due to force major in future and entire building is destroyed and needs complete reconstruction of the multistoried RCC frame and common portion as described hereinbefore then the Purchaser agrees to share the cost of site clearance, design and reconstruction of the RCC frame in the same portion as the super area of his / her / their space bears to the sum total super area of all the apartments existing at the time of the destruction, provide that the cost of the civil works of the apartments hereby sold a kin to the apartment as existed at the time of destruction would be borne by the Purchaser of the respective space. The Purchaser shall not raise any objection to the reconstruction which may be undertaken through the good offices of the Association Society of Purchaser as described hereinabove.
11. THAT in case any dues are outstanding against the Sellers or its predecessors in interest in respect of property hereby sold either to the Government or any bank or anybody whomsoever, the liability and responsibility of the same shall be of the Sellers and not the Purchaser.
12. THAT all the expenses for execution and registration of the sale deed such as stamp duty, registration charges and other misc. expenses has been borne by the Purchaser.
13. THAT the Purchaser of the said property shall have only right to use all common facilities except as herein above provided. The Purchaser will be absolute owners of the construction of the said space only by virtue of the instant deed and the common areas and all common facilities shall remain undivided. The Purchaser shall have no claim against the Sellers in respect of any item of work, material and installations etc., in the said property hereby sold.
14. THAT the Purchaser shall not store any goods of hazardous or combustible nature in the said property hereby sold or any materials which are so heavy as to effect the construction of the structure of the said property/ building /complex.
15. THAT the Purchaser shall observe all the conditions, terms and covenants and shall also abide by law, rules and regulations and shall not commit any breach or violate any conditions laws or rules and regulations.
16. That the Purchaser shall not use the said property hereby sold, for any purposes which are prohibited or forbidden under any law for the time being in force or which may be illegal and the Purchaser shall also not use the same for any purpose of which may likely to cause the nuisance or annoyance to the other occupiers of the floors/ complex/ building of or for any immoral purposes.
17. THAT the Purchaser is liable to pay Rs. ..../- per month on or before 1<sup>st</sup> Day of each calendar month as Common Area Maintenance Charges (CAM) to the maintenance agency in this charges includes Air Conditioning of Common Area, Electricity of Common Area, Lift etc. The Charges can vary as per the actual consumption or any changes in Government rate. If the Purchaser fails to pay the CAM charges on time, the Sellers shall have the right to not recharge the Electricity Meter.
18. THAT the Common Area Maintenance Charges (CAM) shall payable after the building is operational.
19. THAT the Purchaser also hereby agrees and will be liable to pay Interest Free Maintenance Fund ("IFMF"), if demanded by the Sellers/Authorised Maintenance Agency.
20. THAT the Purchaser has been allowed to have an electric load of .....KVA, in future if the Purchaser requires any extra electrical load in the unit / shop / space transferred under this deed he shall pay ` ...../- per KVA to the Sellers for the required load. It is pertinent to mention here that the Purchaser have no right to obtain electricity connection without prior NOC / Permission from Maintenance Agency / Sellers.
21. THAT the Purchaser is responsible to pay recurring electricity bills to the Sellers as per recharge coupon with .....% as over and above electrical charges to be paid to the department by the Sellers for providing electricity as handling charges in the premises failing which the Sellers is entitled to stop providing the recharge coupons for electricity to the Purchaser. This service does not include electrical default in the line and meter of the Purchaser. At present the electricity charges taken by the department is ` ...../- per unit approximate which includes the mains demands and others charges etc.
22. That the Purchaser may sell or assigns its rights or titles conveyed to it through the instant deed in respect of the said property hereby sold to any individual, provided that the Purchaser shall have no right to sell or transfer or assign it right or titles, to let or sublet, mortgage, charge or in any way encumber the said property till all maintenance, local taxes, lease rent etc. dues payable in respect of the said property are fully paid up and for this the Purchaser shall take prior permission/ clearance in writing from the Sellers.
23. That the Nagar Nigam Taxes along with water tax or any kind of taxes imposed by Local Govt. from time to time the same shall be paid by the Purchaser.
24. That if the said property has let it out to any other person then responsibility of payment of aforesaid taxes will be borne by the Purchaser.

25. THAT the property transferred under this deed is situate at Sector-6A, Vrindavan Yojna-1, Lucknow which is not on Main Segment Road in the Circle Rate List, Lucknow. The complex/ building is not Air Conditioned. Hence the valuation of the land is calculated as per commercial rates given in the circle rate list issued by Collector, Lucknow.
26. THAT the area of the property hereby sold is about ..... sq. meter the commercial value whereof comes to ` ...../- (..... X ` ...../-) . However the actual sale consideration being ` ...../-, consequently the stamp duty of ` ...../- is payable 7% of the sale consideration of the said shop .....
27. THAT this sale deed has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.
28. THAT the identification of the parties has been done on the basis of the documents provided by them.

**SCHEDULE NO. 1**

**(DISCRIPTION OF PROPERTY HEREBY SOLD)**

Shop No. .... on the ..... Ground Floor in the building known as "....." built over Commercial Freehold Plot No. 6A/COM-5 situate at Sector-6A, Vrindavan Yojna-1, Lucknow measuring about .... sq. feet i.e. .... sq. meters covered area and bounded as under :-

EAST : .....

WEST : .....

NORTH : .....

SOUTH : .....

**SCHEDULE No. II**

**(DETAILS OF PAYMENT MADE)**

1. Received ` ...../- vide Cheque No. .... dated ..... drawn on .....
2. Received ` ...../- vide Cheque No. .... dated ..... drawn on .....
3. Received ` ...../- vide Cheque No. .... dated ..... drawn on .....
4. Received ` ...../- vide Cheque No. .... dated ..... drawn on .....

**Total Sale Consideration Received ` ...../- (Rupees ..... only).**

**IN WITNESS WHEREOF** the parties have put their respective signatures on this deed of sale on the date month and year first above written in the presence of following witnesses.

**WITNESSES:**

1.

**Monis Iqbal**  
**(SELLER NO. 1)**  
PAN- .....

**Mohd. Meraj**  
**(SELLER NO. 2)**  
PAN- .....

2.

.....  
**(CONFIRMING PARTY)**  
PAN- .....

.....  
(PURCHASER)  
PAN- .....

Drafted by :

Composed by :