

SALE-DEED

Sale Consideration : RS.-
 Market Value : RS.-
 Stamp Duty : RS.-
 Pargana : Lucknow

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of land	Residential
2.	Ward/ Pargana	Lucknow
3.	Mohalia/ Village	
4.	Details of Property	Flat No., Type....., on the Floor,
5.	Standard of measurement	sq. meters
6.	Area of Flat sq. meter
7.	Proportionate Land sq.mtrs.
8.	Location Road
9.	Type of Property	Flat
10.	Boundaries	East : West : North : South :

11.	No of persons in first part (1);	No of persons in second part (1)
12.	Details First Party	Detail of Second Party

THIS DEED OF SALE IS EXECUTED ON BETWEEN

..... (hereinafter called the 'Seller' which expression shall mean and include his heirs, successors, administrators and assigns) AND

....., (hereinafter called the 'Purchaser' which expression shall mean and include his heirs, successors, administrators and assigns).

WHEREAS the Seller is the absolute owner and in possession of Flat No., Type-..... on the Floor in the building known as "....." built over part of Khasra No. situated at Village-..... Covered Area measuring about sq. feet i.e. sq. meters (super area sq. feet).

AND WHEREAS, the after purchased the said land, Seller has constructed a multistoried residential building known as "....." on the wide approved/sanctioned plan bearing Permit No. dated sanctioned by

WHEREAS the Seller wants to sell the Flat No., Type-..... on the

Floor in the building known as "....." built over part of Khasra No. situated at Village-..... Covered Area measuring about sq. feet i.e. sq. meters, and the Purchaser being interested in purchasing the same, have offered a sum of Rs./- (Rupees Only) which offer the Seller has accepted.

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in consideration of Rs./- (Rupees) paid by the Purchaser to the Seller, the receipt whereof the Seller hereby acknowledges, the Seller doth hereby transfers, conveys sale and assigns to the Purchaser by way of absolute sale of Flat No. Type-.....on the Floor in the building known as "....." built over part of Khasra No. situated at Village-..... Covered Area measuring about sq. feet i.e. sq. meters, morefully detailed at the foot of this deed to hold and enjoy the same as his/her/their property on the terms and conditions of this deed (hereinafter referred to as the "demised flat").
2. That the flat hereby sold is free from all sorts of encumbrances, liens, attachments, mortgages, transfers and charges etc.
3. That the Purchaser shall in no way or manner will be entitled to block the common areas such as corridor, lobbies, staircases, lifts, entrances, exits of the parking area, garden, terrace, pump, water tank, and ducts and in case he / she / they does so then the Seller as well as the owner of the other flats shall have right to remove the construction/ obstruction forthwith at the cost of the Purchaser or their nominees.
4. That the Purchaser has examined the nature of construction and quality work of the flat and are fully satisfied with it. The Purchaser hereinafter shall not be entitled to raise any sort of dispute or claims regarding quality of the construction/ workmanship or anything or matter relating to or incidental to the construction etc. of the said fiat.
5. That the Purchaser has examined the title of the Seller and have seen all the papers regarding the same.
6. That the Purchaser shall have no claim, right title or interest of any nature of any kind except of ingress or egress in respect of all or any of the common areas such as stair cases, lobbies, roof, open spaces and parking etc., which shall be commonly used by the owner of the flats in the complex.
7. That the Purchaser agree to pay all taxes, charges, payable in respect of his flat to the Nagar Nigam or State Government, Central Government or any other authorities empowered to impose the same.
8. That the Purchaser shall not store in her flat any goods of hazardous or combustible nature or which are so heavy as to effect the construction or structure of the building of the other owners.
9. That the Purchaser shall not do any cause to be done anything in or about her property which may damage or in any manner interfere with the use of any floor, ceiling or walls adjacent to his/their/her flats or any passage or amenities available for common use.
10. That the Purchaser shall keep and maintain the sewer line including water passage and the sewer pipe running through his/her/their portion and would not allow them to be choked up and damaged thereby causing inconvenience to the other owner/occupies of the other portion of the complex. Further, the Purchaser shall permit to the Seller or its nominees, agents or persons/employees at all reasonable time to enter into the fiat for the inspection and maintenance/repairs.
11. That the Purchaser shall not use or cause to be used the demised fiat or any portion thereof for any purpose whatsoever other than that for the residential purposes.
12. That after purchasing the flat the owners shall organize a society which the owners of flat shall bear electric expenses of the common meter and other expenses incurred for the maintenance of the building, the Purchaser shall maintain the common portion of the said apartments and would provide essential service such as facility of running of water, electricity, cleaning of passage, generator, lift and common portion etc.
13. That the Purchaser agrees and binds himself/herself/themselves to become a member of Society/Association.

14. That the name of the entire complex is "....." and the Purchaser or occupiers of the other flats shall not be entitled to change the name of the complex under any circumstances.
15. That Purchaser and owners of the other flats or their transferees will keep his flat, floor, ceiling and four walls in their possession in good repair and if at any time by way of an act of the God or natural calamity the whole or part of the building falls down or is damaged, then the owners of the different flats or their transferees shall get the foundation walls, beams, columns, toilets and roofs etc. on the subsequently floors made of such stability as may be agreed to between the flat owners so that it may bear the load of all the flats akin to the flats on the subsequently floors failing which the other Purchaser/or either of them shall get the foundation walls, beams, columns, toilets and roofs etc. on the subsequently floors constructed in order to build their flats on such floor similar to the flats as previously the same was in existence and they shall have right to recover the proportionate costs of such construction from the owner or their transferee of the remaining flats together with interest thereon and service charges thereof.
16. That the Purchaser hereby agrees to abide by the building rules, municipal by laws and regulations.
17. That the Purchaser agrees to take her electricity connection from the Electricity Supply Department and will pay for the electricity consumed for their portion.
18. That the Purchaser shall pay the sewage and water tax charges and any other tax which may be payable to any local or statutory authority in respect of the demised flat from the date of possession of the same or the date of execution and registration of the deed whichever is earlier.
19. That if any service tax is payable on the aforesaid flat on the basis of the instant sale deed the same shall be borne and paid by the Purchaser.
20. That the vacant possession of the flat hereby sold shall be delivered by the Seller to the Purchaser with all rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same the Purchaser free from all sorts of encumbrances.
21. That all the expenses towards stamp duty, registration fee legal fee including miscellaneous expenses for execution and registration of this deed has been borne by the Purchaser.
22. That except ownership rights in the construction of the said property hereby sold Purchaser shall have no claim, right, title or interest of any kind in respect of any open land, land underneath the said property and roof of the said property hereby sold. However, the Purchaser of the said flat shall have only the right to use all common facilities provided by the Seller. The Purchaser will be absolute owner of the construction of the said flat 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 Seller in respect of any item of work material installation etc. in the said property hereby sold.
23. That the flat transferred under this deed is situated at Village-Ganeshpur Rehmanpur, Lucknow and situated on Main Deva Road (Segment Roads). Hence the valuation of the same is calculated as per residential rates given in the Circle Rate List issued by Collector, Lucknow. There is no swimming pool, Club, Bar, Restaurant in the building.
24. That the covered area of said flat is sq.mtrs. Therefore the proportionate land area of the aforesaid flat comes to sq.mtrs. (1/3 covered area of the flat) and the said Apartment situated at Road. The circle rate for the said area as fixed by Distt. Magistrate, Lucknow is Rs. /- per sq. mtr. Since the said Apartment is situated at Corner, therefore 10% additional is payable over the circle rate, which comes to Rs. /- per sq. mtr. Thus the cost of proportionate land comes to Rs. x /- = Rs. /-. The covered area of the said flat is sq.mtr. and the rate for construction is fixed as Rs. /- per sq.mtr. Thus, the total value of construction comes to Rs. /-. Thus the Govt. value of the said flat comes to Rs. /- and the consideration amount is Rs. /-, which is more than the Govt. Value. Hence the stamp duty on Sale Consideration comes to Rs. /- @ 7% as per Government Notification Order No. S.V.K.N.-5-2756/11-2008-500(165)/2007 Lucknow dated 30.06.08 issued by Santhagat Vitt, Kar Evam Nibandhan Anubhag-5, is being paid by the Purchaser through e-Stamp Certificate No. IN-..... dated 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. The aforesaid flat is situated on Deva Road and covered area is constructed according to the enclosed map.

(4)

SCHEDULE OF PROPERTY

Flat No., Type-.....on the Floor in the building known as ".....
....." built over part of Khasra No., situated at Village-
....., Covered Area measuring about
sq. feet i.e. sq. meters, and bounded as under:-

East :
West :
North :
South :

SCHEDULE OF PAYMENT

The Seller has received Total Sale Consideration Rs./- (Rupees
..... Only) from the Purchaser before the
execution of sale deed.

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.

1.

(.....)
Pan No.
SELLER

2.

(.....)
Pan-.....
PURCHASER

Typed By:

Drafted By:

(Sonu Balaji)
Collectorate, Lucknow.

(Shatrohan Lal)
Advocate
Collectorate, Lucknow
Mob. No. 9838275640