

Sale Consideration	- Rs...../-
Market Value	- Rs.-
Stamp Duty	- Rs./-
Ward	-

Brief Description of Sale Deed

- | | | | |
|-----|----------------------------------|---|----------------|
| 1. | Type of Property | - | Residential |
| 2. | Ward | - | ..... |
| 3. | Mohalla | - | ..... |
| 4. | Details of Property | - | ..... |
| 5. | Unit of measurement | - | Sq.mt. |
| 6. | Position of the road | - | |
| 7. | Other details | - | Not applicable |
| 8. | Type of Property | - | Flat |
| 9. | Total Covered Area | - | |
| 10. | Finished/Semi Finished/Other | - | |
| 11. | Year of Construction | - | |
| 12. | Sale Consederation | - | Rupees/- |
| 13. | <u>Bounderies of Flat</u> | | |
| | East | - | ..... |
| | West | - | ..... |
| | North | - | ..... |
| | South | - | ..... |

14. **No. of Seller/Vendor (1)**

No. of Purchaser/Vendee (1)

SALE DEED

This deed of sale made and executed by **M/S Raj Ganga Builders**, a registered firm having its principal place of business at 13/20 Munshi Pulia, Lucknow. Through its Partners _____, **son of** _____, which is their present, permanent and postal addresses (hereinafter referred to as the **Vendor** which expression, unless repugnant to the context, shall always mean and include the Vendor itself, its heirs, successors, legal representatives and assigns) of the **FIRST PART**.

IN FAVOUR OF

Resident of- _____ **Son of Sri.** _____, which is his present and postal addresses (hereinafter referred to as the **Vendee** which expression, unless repugnant to the context, shall always mean and include the Vendee himself, his heirs, successors, legal representatives and assigns) of the **SECOND PART**.

WHEREAS, the partners of Raj Ganga Builders are the owners of **Khasra no.381 Sa ,389,390 Village Uthратиya Raibarielly road Lucknow**.

AND WHEREAS, M/S Raj Ganga Builders, owners of khasra no.381 Sa ,389,390 raibariley raod Lucknow, Land measuring 19219 square meters, Situated at khasra no.381 Sa ,389,390 raibariley raod Lucknow.

AND WHEREAS, the Vendor had developed and constructed multistoried housing project on the said property named "**SURYA SHYAM**", to which the Vendor is completely authorized/entitled in this regard, and possesses all the rights to sell the proposed building to various prospective purchasers portion wise along with proportionate share in land, and whereas the Vendor with the said objective had submitted the project plan to Uttar Pradesh Awas Avam Vikash Parishad,Lucknow, for construction at khasra no.381 Sa ,389,390 raibariley road Lucknow , which has duly been sanctioned by the authorities concerned.

AND WHEREAS, the Vendee have been furnished or shown all the relevant documents; constituting entire chain of title deeds of the Vendor and have inspected the building. The Vendee having been satisfied about the title of the Vendor on the basis of the particulars, hereinbefore disclosed and the copies of the documents provided or inspected by them and workmanship/quality of the building and materials used in it.

AND WHEREAS, the Vendee has offered to purchase **Flat no. _____ . having covered area measuring _____ sq.mt. at _____ Floor in the said "SURYA SHYAM"** including undivided proportionate share of land in the aforesaid property for the total sale consideration of **Rupees/- (Rupees Lacs only)** and the Vendor has agreed to sell out the aforesaid flat along with the undivided share in land of the khasra no.381 Sa ,389,390 raibariley road Lucknow, to the Vendee and Vendor has also received the full sale consideration amount of **Rupees/- (Rupees only)** from the Vendee, receipt of which is hereby acknowledged by the Vendor through this document.

NOW THIS DEED WITNESSETH AS UNDER

- 1- That** the Vendor is the lawful owner and in possession of the land bearing Khasra no.381 Sa ,389,390 raibariley road Lucknow, situated at Khasra no.381 Sa ,389,390 raibariley road Lucknow
- 2- That** subject to stipulation hereinafter the Vendor hereby sell and Vendee purchase the covered area of periphery walls and half of the area common with the adjoining walls of **Flat no. _____ at _____ Floor of the building known as "SURYA SHYAM" having covered area measuring _____ sq.mt.** which is constructed on khasra no.381 Sa ,389,390 raibariley road Lucknow, situated at Sector 10-A, Virndavan Yojna No- 2, Lucknow including undivided proportionate share of land in the aforesaid property morefully in detail described at the foot of this deed (hereinafter referred to as the said property) which is shown in the site plan annexed with this sale deed and the same shall form part of this deed, for sum of **Rupees/- (Rupees Lacs only)** which has been paid by Vendee to the Vendor as per details given below, the receipt of which the vendor hereby acknowledge.
- 3- That** said flat hereby being sold is not under mortgage, surety, attachment or any litigation and as such is free from all encumbrances whatsoever.
- 4- That** the Vendee has understood all limitations and obligations in respect of the above mentioned flat.
- 5- That** by virtue of the present sale deed the entire proprietary rights in respect of the demised flat have been sold by the Vendor in favour of the Vendee. The Vendee shall have every right to use, occupy, possess and enjoy all the benefits out of the aforesaid flat as the lawful owners thereof.

- 6- **That** the Vendee shall not keep or store or cause to be stored any article, things, material and goods in the landing, lobbies, open place (s) and other common passages of the building and shall not obstruct the ingress and egress of the other occupants of the said building.
- 7- **That** the Vendee shall make their own arrangement either by themselves or through the "flat owner's society of SURYA SHYAM" for regular upkeep of water supply, sewage, cleaning of common passage, lifts, staircase, fire fitting equipments and other common facilities leading to the ingress and egress of the flat.
- 8- **That** the vendee shall make their own arrangement either by themselves or through the "flat owner's society of "SURYA SHYAM" for regular upkeep of water supply, sewage, cleaning common passage, lifts, staircase, fire fighting equipment and other common facilities leading to the ingress and egress of the flat .
- 9- **That** the Vendee shall have no right or claim on the roof of the property hereby sold and the Vendee will use and enjoy the floor and roof of the demised premises in such a way that no damage or inconvenience is caused to the other occupants of the building who may occupy the flat below the floor of the said flat or above the roof of the said flat, if any.
- 10- **That** the Vendee has satisfied himself about the quality of all work(s) and material(s) etc. in the building and Vendee shall have no objection/claim whatsoever against the Vendor with regard to quality of work(s) and material(s) etc.
- 11- **That** the land on which the aforesaid building, including the said flat sold, stands constructed, shall be the common joint property of the Vendor and the other occupants/occupiers/purchasers/vendee(s) and their transferees or assignees.
- 12- **That** save and except as provided in this deed, the Vendee shall have no claim, right, title or interest of any nature or kind except right of ingress and egress in respect of all or any of common areas such as staircases, lobbies, terrace, roofs etc. which shall remain the property of the Vendor.
- 13- **That** the Vendee shall not at any cost or in any case demolish or damage the area of any part thereof acquired by them at any time and also their shall not make additions or alteration of whatsoever nature except making provisions/installation or air-conditioning, false flooring and false roofing or other such provisions without affecting the structural stability of the building. Vendee will also not close the common verandah, passage lounges.
- 14- **That** the Vendee shall not store in the said flat any goods of hazardous or combustible nature or which are so heavy so as to effect the construction or structure of the said building.
- 15- **That** the Vendee shall maintain the flat hereby acquired by them in the good condition and will abide by all laws, bye-laws, rules and regulations of the Govt. or any other authorities and will attend/answer and be responsible for all deviations, failures or breach of any of the conditions or bye-laws or laws, rules and regulations and will keep the sellers indemnified, secured and harmless against all cost and consequence damage arising due to noncompliance of the said laws/bye-laws, rules and regulations.
- 16- **That** the Vendor shall have right to make alterations, additions, renovation including structural changes such as additions and additional construction etc. and also that additional construction and structure shall be the sole property of the Vendor, who shall be entitled to deal with the disposal of the same in any way or manner as the Vendor may choose. The Vendor under such circumstances shall be entitled to take/utilize the connections of water pipe and tank drainage and sewage and other convenience and amenities of the structures of the said building.

- 17- **That** the Vendee shall not throw or accumulate any dirt, garbage, rubbish, rags or other refuse or permit the same to be thrown/accumulated in the flat purchased or in the compound or in any part of the building campus, except at a place specifically provided for the same.
- 18- **That** the Vendee or "Flat owner's society of "SURYA SHYAM" shall not be entitled to change the name of the building.
- 19- **That** the Vendee shall not fix or display any hoardings on the exterior or interior of the building including the wall in any manner and shall not decorate the exterior of the said premises otherwise than in agreed manner.
- 20- **That** the Vendee shall pay to the related public authorities all taxes, payable in respect of the flat hereby sold from the date of possession or from the date of execution of this deed, whichever is earlier, imposed by the Municipal Corporation, Lucknow, or by the State Government or the Central Government or by other authority empowered to impose the tax on the said flat hereby demised.
- 21- **That** the Vendor/Builder shall provide sub-meter/prepaid meter for electricity connection of @ Rs. 5000/- per KW charges of connection and the vendee will also pay the charges of consumed electricity for their portion or premises.
- 22- **That** the Vendee shall have right to get the flat space hereby sold, assessed by Nagar Nigam Lucknow and other local authorities in their name separately and pay the house tax etc. accordingly.
- 23- **That** the taxes, if any, due in regard to the flat upto the date of possession of the said flat by the Vendee have been paid and borne by the Vendor and thereafter and onwards, it shall be paid by the Vendee. The Vendor will be entitled to claim, from the Vendee, the taxes, if any, paid by the Vendor in respect of the Vendee flats, for the period from the date of possession of the flats by the Vendee till the date the Vendee start paying the taxes directly to the related local bodies, in proportion to the Vendee respective flat areas.
- 24- **That** the saving otherwise and damage to the building, occur on account of defiance of any Building Regulation Laws if at any time by act of God or natural calamity, the whole building falls down or requires its demolition and reconstruction then the Owners of the various flats shall get the foundations, the four walls, pillars, beams, toilets and roof, etc. of the various flats made of such stability as may be agreed between them by contributions on proportionate basis of the '_____ FLOOR', and the Lower/upper floors shall be constructed by them at their own expenses, according to the building map of the project. However, in case of the said Vendee/Owners fails to contribute proportionate share for the construction the above contingency, the same would be recoverable from the defaulting party with interest @ 2% (Two Percent) per month.
- 25- **That** the Vendee shall not use the premises hereby sold other than residential purpose or for any purpose which are prohibited or forbidden or not permitted under any law for the time being in-force or enforced by any authority, or which may be illegal and the Vendee shall also not use the same for any purpose which may be likely to cause nuisance or annoyance to the other occupiers of the flats or for any immoral purpose.
- 26- **That** the Vendor shall allot one car parking area to the Vendee in the car parking area which will provide the Vendee the right to use the same for parking his own light motor vehicle. Under no circumstances Vendee shall not encroach upon other occupant's car parking area
- 27- **That** the all expenses for execution and registration of sale deed, such as stamp duty, registration charges and miscellaneous expenses have been borne by the Vendee only.
- 28- **That** the said building is situated more than _____ Wide road
- 29- **That** the entire complex is multistoried housing project. The total flat is covered which is transferred under this deed is _____ sq.mt. and _____ % common area (rest Super area) of covered area is _____ X _____ % = _____ sq.mt. whose value according to the

prevailing circle rate of _____ **Ward** is fixed by the District Magistrate @ **Rs.22,000/-** per Sq. Meter for the flat. Thus the total value of the said flat, i.e. [circle rate X covered area+common area{rest super area}] In this manner the total value of the flat comes to _____/-X _____=Rs. _____/- The sale consideration of **Rs...../-** is lower than market value. Consequently the total stamp duty of **Rs. _____/-** is being paid by Vendee @ _____ per thousand for the flat hereby sold through this deed of sale vide _____ dated _____ Rule Uttar Pradesh Shasan Sansthatag Vitt Kar Evam Nibandhan Anubhag-5.

- 30- That** it is further agreed between the parties to this sale deed, that whenever such interpretation would be requisite to give fullest possible scope and effect any contract or covenant herein contained, the expression "The Vendor's" and "The Vendee's" herein above used shall mean and always mean and include their representatives, administrators, successors, heirs and successors in office and assignees and all the covenants and conditions of this agreement shall be binding on them and against all such person or persons who may claim any right or rights in respect of the property hereby sold through either the party.

FIRST SCHEDULE **DESCRIPTION OF THE PROPERTY SOLD**

Flat no. _____ situated at Sixth Floor of the building known as "SURYA SHYAM" having covered area measuring _____ sq.mt. which is constructed on Khasra no.381 Sa ,389,390 raibariley road Lucknow , Situated at Khasra no.381 Sa ,389,390 raibariley road Lucknow bounded as below:-

BOUNDARY OF FLAT

East	-	.....
West	-	.....
North	-	.....
South	-	.....

SECOND SCHEDULE **DESCRIPTION OF THE PAYMENT MADE BY THE VENDEE TO THE VENDOR**

- 1- Rupees-...../- through cheque no.....dated
....., Lucknow.
- 2- Rupees-...../- through cheque no.....dated
....., Lucknow.
- 3- Rupees-...../- through cheque no.....dated
....., Lucknow.
- 4- Rupees-...../- through cheque no.....dated
....., Lucknow.

Total Sale Consideration of **Rupees/- (Rupees Lacs only)** has been received by the vendor from the Vendee.

IN WITNESS WHEREOF the parties to this sale deed have put their signatures in their sound disposition of mind without any coercion, influence, pressure from anybody whomsoever on this theday of _____, _____ at **LUCKNOW**, in presence of the following witnesses.

Witnesses

1- Name

Son of

Add.

Vendor

(_____)

Partner of M/S Raj Ganga Builders

PAN-.....

2- Name

Son of

Add.

(_____)

PAN-_____

Typed by

Drafted by

(.....)

....., Lucknow

(_____)

Advocate

Civil Court, Lucknow

2.