

Sale Consideration : ` ...../-  
 Market Value : ` ...../-  
 Stamp Duty Paid : ` ../-  
 Ward : ...

**DETAILS OF INSTRUMENT IN SHORT**

1.	Nature of Property	:	Residential
2.	Ward	:	.....
3.	Mohalla	:	.....
4.	Details of Property (Property No.)	:	Flat No. .... on the ..... Floor in building known as "....."
5.	Standard of measurement	:	sq. meters
6.	Area of Property	:	..... sq. meters
7.	Location Road	:	Not on Segment Road
8.	Type of Property	:	Flat
9.	Consideration	:	` ...../- (Rupees ..... only)
10.	Boundaries	:	North : ..... West : ..... South : ..... East : .....
11.	No of persons in first part (1) ;	:	No of persons in second part (1) ;
12.	<b>Details of Seller</b>	:	<b>Detail of Purchasers</b>
	<b>M/s .....a company incorporated under the Companies Act 1956 having its registered office at ..... through its Director ..... authorised vide resolution dated .....</b>		.....

THIS DEED OF SALE IS EXECUTED BETWEEN **M/s .....a company incorporated under the Companies Act 1956 having its registered office at ..... through its Director ..... authorised vide resolution dated .....** (hereinafter called the **'Seller'** which expression shall mean and include its successors, administrators and assigns) AND ..... hereinafter called the **'Purchasers'** which expression shall mean and include their respective heirs, successors, administrators and assigns).

WHEREAS .....; AND

WHEREAS .....; AND

WHEREAS later on the Seller got constructed a multistoried building over the said Plot, known as ..... AND

WHEREAS the Seller wanted to sell the Flat No. .... on the ..... Floor in building known as “.....”, built over Plot No. ....situate at ..... Lucknow measuring about ..... sq. feet i.e. .... sq. meters covered area with ..... sq. feet i.e. .... sq. meters super area and the Purchasers being interested in purchasing the same have offered a sum of ` ...../- (Rupees ..... only) which offer the Seller has accepted.

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

1. That in consideration of ` ...../- (Rupees ..... only) paid by the Purchasers to the Seller, the receipt whereof the Seller hereby acknowledges, the Seller doth hereby transfers, conveys sale and assigns to the Purchasers by way of absolute sale of Flat No. .... on the ..... Floor in building known as “.....”, built over Plot No. ....situate at ..... Lucknow measuring about ..... sq. feet i.e. .... sq. meters covered area with ..... sq. feet i.e. .... sq. meters super area morefully detailed at the foot of the deed to hold and enjoy the same as his/ her/ their property on the terms and conditions of the 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 Purchasers 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, 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 Purchasers or their nominees.
4. That the Purchasers have examined the nature of construction and quality work of the flat and is fully satisfied with it. The Purchasers 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 flat.
5. That the Purchasers have examined the title of the Seller and have seen all the papers regarding the same.
6. That the Purchasers 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 staircases, lobbies, roof open spaces and parking etc. which shall be commonly used by the owners of the flats in the building.

7. That the Purchasers agree to pay all taxes, charges, payable in respect of their flat to the Nagar Nigam or State Government, Central government or any other authorities empowered to impose the same.
8. That the Purchasers shall not store in their 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 Purchasers shall not do any cause to be done anything in or about their flat which may damage or in any manner interfere with the use of any floor, ceiling or walls adjacent to her/his/their flats or any passage or amenities available for common use.
10. That the Purchasers 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/ occupiers of the other portion of the complex. Further, the Purchasers shall permit to the Seller or its nominees, agents or persons/ employees at all reasonable time to enter into the flat for the inspection and maintenance/ repairs.
11. That the Purchasers shall not use or cause to be used the demised flat 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 Purchasers 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 Purchasers agree / bind themselves to become a member of society / association.
14. That the name of the entire complex is “.....)” and the Purchasers or occupiers of the other flats shall not be entitled to change the name of the complex under any circumstances.
15. That Purchasers and owners of the other flats or their transferees will keep their 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 Ground, First, Second, Third and subsequent 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 Ground, First, Second, Third and subsequent floors failing which the other Purchasers/or either of them shall get the foundation walls, beams, columns, toilets and roofs etc. on the Ground, First, Second, Third, and subsequent 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 Purchasers hereby agrees to abide by the building rules, municipal by laws and regulations.
17. That the Purchasers shall get adequate electricity load sanction and connection from single point connection as per requirement through Seller and will pay for the electricity consumed for their portion as per prepaid meter.
18. That the Purchasers shall pay the sewage and water tax charges and any other tax and charges 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 the vacant possession of the flat hereby sold shall be delivered by the Seller to the Purchasers with all its rights, privileges so far held and enjoyed by the Seller to hold and enjoy the same the Purchasers free from all sorts of encumbrances.
20. That all expenses towards stamp duty, registration fee, legal fee including miscellaneous expenses for execution and registration of the deed have been borne by the Purchasers.
21. That the Purchasers of the said flat shall have only the right to use all common facilities provided by the Seller. The Purchasers 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 Purchasers shall have no claim against the builder/Seller in respect of any item of work material installation etc, in the said property hereby sold.

22. That the flat transferred under the deed is situate at .....Lucknow which is not on main Segment Road. 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 Wooden Flooring, Modular Kitchen, Wooden Wardrobe and Swimming Pool in the flat/building.
23. That the proportionate area of the land for the purposes of payment of stamp duty is calculated @ 33.33% of the covered area i.e. .... sq. meters x 33.33 / 100 = ..... sq. meter the value whereof @ ` ...../- per sq. meter comes to ` ...../- . The Building is situate on ..... meter wide Road. The covered area of flat is about ..... sq. meter and value thereof @ ` ...../- per sq. meter comes to ` ...../- . The total value of land and flat comes to ` ...../- . However the actual sale consideration being ` ...../- . Hence the stamp duty of ` ...../- has been paid on the market value of the said flat vide E-Stamp Certificate No. IN-UPO.....DATED .....
24. 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.
25. That the identification of the parties has been done on the basis of the documents provided by them.

**SCHEDULE OF PROPERTY**

Flat No. .... on the ..... Floor in building known as “.....”, built over Plot No. ....situate at ..... Lucknow measuring about ..... sq. feet i.e. .... sq. meters covered area with ..... sq. feet i.e. .... sq. meters super area and bounded as under :-

North	:	.....
West	:	.....
South	:	.....
East	:	.....

**SCHEDULE OF PAYMENT**

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.

(.....)  
S/o Sri .....  
R/o .....

**SELLER**  
PAN - .....

2.

(.....)  
S/o .....  
R/o .....

**PURCHASERS**  
PAN - .....

Drafted by :

Composed by :