

PROFORMA OF SALE DEED

This Sale Deed made on this _____ day of _____, in the year _____, the Christian Era.

BY AND BETWEEN

SRI/SMT _____ S/O, W/O, D/O _____,
By Faith - _____, By Occupation - _____, By
Nationality - _____, residing at - _____, P.O. , P.S.
& Dist. - _____, Pin - _____, (**PAN.** - _____).
being represented by his Constituted Attorney _____,
(**PAN.** - _____), are the Partners of
“ _____ ” and is the son of
_____, By Faith - _____, By Occupation -
_____, By Nationality - _____,
residing at _____, P.O. , P.S. & Dist.- _____,
Pin - _____, W.B. Vide Registered General Power of
Attorney being No. _____ in the year _____ of A.D.S.R.
- _____. Hereinafter called and referred to as the
LANDOWNER/VENDOR (which expression or term shall unless
excluded by or repugnant to the subject or context to mean and
include his heirs, executors, administrators, representatives and
assigns) of the **FIRST PART.**

AND

(1) Mr./ Ms. _____ (**PAN.**-_____), S/O, W/O,
D/O. _____, by Occupation - _____, By Faith - _____,
By Nationality - _____, residing at -
_____, P.O., P.S. & Dist. - _____, Pin -
_____, W.B. Hereinafter called and referred to as the
PURCHASER/PURCHASERS (which expression shall unless
excluded by or repugnant to the context to mean and include
his/ her/their heirs, executors, administrators, representatives
and assigns) of the **SECOND PART.**

AND

WHEREAS in this indenture unless it to be contrary or repugnant to the context the following words shall have the following meanings:-

a) **“VENDOR”** shall mean, and include Sri/Smt. - _____ and his/her/their legal heirs, executors, successors, administrators and legal representatives and assigns.

b) **“PURCHASER”** shall mean, and include Mr./Ms. _____ and his/her legal heirs, executors, successors, administrators and legal representatives and assigns.

c) **“DEVELOPERS AND PROMOTERS”** shall mean, and include **“_____.” (PAN. - _____)**, A Regd. Partnership Firm, Registered under the West Bengal Firm Registration Act., having its Registered Office at _____, P.O., P.S. & Dist.- _____, Pin - _____, and its’ legal heirs, executors, administrators and legal representatives and assigns.

d) **“BUILDING”** shall mean, Block Nos. _____, namely **“_____ Apartment”** the Commercial cum Residential Building consisting of Ground plus Four Floors.

e) **“DEVELOPMENT AGREEMENT”** shall mean, the Agreement dated _____, Being No. - _____, registered at ADSR. Jhargram, which was executed between the Land Owner and the Developers/Promoters in accordance with the provisions contained in the Indian Contract Act. 1872, for the development of the said land and construction of the Ground plus Four Storied Building, as mentioned hereinafter.

f) **“ATTORNEY”** shall mean, the Constituted Attorney namely Sri _____, appointed by Sri/Smt. _____ on the strength of General Power of Attorney being No. _____ in the year 2014, registered in the Office of ADSR, _____.

g) **“BUILT - UP AREA”** shall mean, the built up area measured at Floor level of the Flat, wall thickness and taking the external dimension of the Flat from the other of which 50% only to be added of the said Building.

h) **“SUPER BUILT-UP AREA”** shall mean, the Built - up area plus Service Areas as well as Common Areas.

i) **“SAID PROPERTY”** shall mean, ALL THAT piece and parcel for the Land measuring an area - _____ decimals in R.S. Plot No. - _____, corresponding to L.R. Plot No. - _____, under L.R. Khatian No. - _____, under Mouza - _____, J.L. No. - _____, Ward No. - _____, of _____ Municipality within P.S. - _____ in the District of _____, more fully, particularly and specifically described in the **FIRST SCHEDULE** written hereunder.

j) **“FLAT”** shall mean, the Residential Flat being No. “_____” in _____ Floor, within Block- _____, of the Multistoried Building named & known as “_____ Apartment,” in R.S. Plot No. - _____, corresponding to L.R. Plot No. - _____, under L.R. Khatian No. - _____, under Mouza - _____, J.L. No. - _____, Ward No. - _____, of _____ Municipality within P.S. - _____, in the District of _____, more fully and specifically described in the **SECOND SCHEDULE** written hereunder.

K) **“GARAGE”** shall mean, the Four Wheeler Covered Garage space in the Ground Floor, within “_____ Apartment”, Block – _____, In R.S. Plot No. – _____, corresponding to L.R. Plot No.- _____, under L.R. Khatian No. – _____, under Mouza – _____, J.L. No. – _____, Ward No. – _____, of _____ Municipality within P.S. _____, in the District of _____.

l) **“CO-OWNERS”** shall mean, all Persons who have already owned Flats/Commercial Units/Garage Units in the said Building including the Developers/Promoters.

m) **“ARCHITECT”** shall mean, such person or persons of Firms or Company, whom the Developers/Promoters appointed from time to time as the Architect for the construction of the said Buildings.

n) **“COMMON PARTS AND PORTIONS”** shall mean, and include all Equipments and Accessories and Fittings and Fixtures, provided for and or reserved in the Building and or said property appertaining thereon including the Common Areas, Common Passages, Stairs, Stair Cases, Landings, Lift, Motors, Pumps, Electrical Installations, other Fittings & Fixtures for the common use and enjoyment of the Purchaser/Purchasers, more fully and specifically described in the **THIRD SCHEDULE** written hereunder.

o) **“COMMON EXPENSES”** shall mean, and include proportionate share of the costs, charges and expenses for maintenance, up-keep, repairs and replacement of the common parts, common amenities as detailed in the schedule below including proportionate share of Municipal Tax, Property Tax and Other Taxes for the Residential Unit relating to or connected with the Building and property, more fully and specifically described in the **FOURTH SCHEDULE** written hereunder.

- p) **“PROPORTIONATE SHARE”** shall mean, the proportionate or rational which the Floor Space of the Residential Flat bears to the aggregate of the Floor Spaces of all the Residential Flats of the Multistoried Building.
- q) **“COMMON EASEMENT”** shall mean, all Easements, Quasi-Easement, Rights, Liberties and Privileges, more fully and specifically described in the **FIFTH SCHEDULE** written hereunder.
- r) **“COVENANTS, RULES AND REGULATIONS”** shall mean, and include transfer, dismemberment, heritable and transferable right of the Residential Flat and also Mutation, Taxes and Impositions of the Residential Flat more fully and specifically described in the **SIXTH SCHEDULE** written hereunder.

AND

WHEREAS Sri/Smt. _____ S/O.W/O/,D/O. _____ of _____, _____ was seized and possessed of and or otherwise well and sufficiently entitled to all that piece and parcel of the Land, hereditaments, tenements and premises measuring and area of _____ decimals of R.S. Plot No. - _____, under R.S. Khatian No. - _____, within Mouza - _____, J.L. No. - _____, under P.S. - _____ in the District of _____, by dint of Registered Deed being number _____, Book No -----, Pages from _____ to _____, in the year _____, at ADSR, _____ and he/she/they has/have been maintaining his/her/their right, title, interest and possession solely upon the aforesaid land continuously, peacefully and with the knowledge of all the others on payment of all taxes, rents and revenues to the B.L. & L.R.O, - _____, as well as to the _____ Municipality.

AND

WHEREAS during the continuation of possession of the land measuring _____ decimals of R.S. Plot No. - _____, corresponding to

L.R. Plot No. - _____, of Mouza - _____, J.L. No. - _____, under P.S. - _____, by the Vendor, the Land, specifically written in the First Schedule, has been duly mutated in the L.R. Settlement Record - of - Rights under L.R. Khatian No. - _____, in the name of the Vendor.

AND

WHEREAS “_____.” a Regd. Partnership Firm, Registered under the West Bengal Firm Registration Act. , to carry on the Promoter ship business of construction of Multistoried Building Complex according to modern test and design particularly within _____ Town, approached the Vendor to promote his/her/their aforesaid Land and having accepted the aforesaid offer by the Promoter, the Vendor entered into Development Agreement dated - _____, which was Registered at A.D.S.R. - _____, Being No. - _____, and a General Power of Attorney dated - _____ Being No. - _____, which was Registered at A.D.S.R. - _____, with the Developer/Promoter on that effect under certain terms and conditions stipulated in the said Agreement.

AND

WHEREAS the said Partnership Firm namely “_____.” has made construction upon the said Landed Property up to the _____ Floors according to the modern test and design comprising of several Residential Flats /Commercial Units/Garage Units according to the Sanctioned Building Permit No. _____, dated - _____ from _____ Municipality at their own costs and expenses.

AND

WHEREAS the Purchaser of this presents, being desirous of acquiring One Residential Flat being No. “___” on _____ Floor at Block - _____, of the Building named and known as “_____ Apartment”, approached the Vendor as well as the Promoter/Developer for the same and in pursuance of the said approach, the Vendor, through the partners of “_____.”, A

Registered Partnership Firm agreed to sell the Residential Flat on _____ Floor Being **No. “__”** in Block – _____, **Measuring Carpet area _____ Sq. ft. i.e. Built-up area of _____ Sq. ft.** in R.S. Plot No. – _____, corresponding to L.R. Plot No. – _____, with Mouza – _____, J.L. No. – _____, under P.S. – _____ of the said Building known and named as “_____”, Apartment, Block – _____, along with undivided proportionate share and impartible share and or interest in the Land underneath of the said Building together with all amenities and facilities thereto for a **Total Consideration of Rs. _____, (Rupees _____) only.**

AND

NOW THIS INDENTURE WITNESSETH that in pursuance of the said approach and in consideration of Rs. _____/- **(Rupees _____)** only of the lawful money of Union of India well and truly paid by the Purchaser to the Attorney of the Vendor i.e. the Promoter/Developer on or before the execution of this presents and the Vendor, through the Attorney i.e. the Promoter/Developer do hereby admit and acknowledge and forever discharge, acquit and release the Purchaser of the same. The Vendor do hereby indefeasibly grant, convey, transfer, sell, assure and assign unto the Purchaser ALL THAT a Residential Flat being No. “__” on _____ Floor at Block – ____, of the Building known and named as “_____ Apartment” situated under Mouza – _____, J.L. No. – _____, under P.S. – _____, in the district of _____, more fully and specifically described in the **FIRST SCHEDULE** hereunder written together with proportionate undivided and impartible share and or interest in the Land underneath of the said Building along with the right to use in common with the Owners and lawful occupiers of the other Residential Flats and common portion of the said Building, Entrance, Stairs, Stair Cases, Landing, Sewears, Water Courses, Water Pipes, Drains and all other Fixtures and Fittings and Equipments of common utility appertaining to the said Building and the revision or reversions, the words remainder or remainders and rents, issues and profits of and in connection with

the said Residential Flat and the properties appurtenant thereto and ALL THAT the estate, rights, title, interest, claim and demand, whatsoever both at law and in equity of the render upon the said Residential Flat and properties thereof TO HAVE AND TO HOLD the said Residential Flat and the properties appurtenant thereto hereby granted, sold, transferred, assigned and assured or expressed or intended so to be unto and to use of the Purchaser absolutely and forever for perfect and indefeasible estate or inheritance in simple possession free from all encumbrances, charges, claims, demands, lispendants and attachments whatsoever subject to the terms, covenants, stipulations and restrictions mentioned in several Schedules written hereunder.

The VENDOR do hereby covenant with the PURCHASER as follows:

1. That notwithstanding any act, deed, matter, assurance or thing whatsoever by the Vendor made done executed, occasioned or suffered to the contrary the Vendor is lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the proportionate undivided shares in the Land along with the said Residential Flat hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be free from all encumbrances and liabilities, whatsoever in the manner aforesaid according to the true intent and meaning of these presents.
2. That the Vendor shall keep indemnified from and against all and all manner of former or other estate, rights, leases, mortgages, charges, trusts, debutters, attachments, executions, lispendants, claims demands whatsoever made done occasioned or suffered by the vendor or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Vendor.

3. The Vendor and all other persons having or lawfully claiming any estate, right, title, interest, property claim or demand whatsoever into or upon the said Residential Unit hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended to be or any part thereof from through or under or in trust for the said Vendor will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds, matters and things for further better and more perfectly and satisfactorily granting, transferring and assuring the said Residential Unit and every part thereof unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

4. That the Purchaser shall and will hereinafter peacefully and quietly hold, possess and enjoy the said Residential Flat hereby granted, sold and conveyed and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendor and the Developers/Promoters or any person or persons lawfully or equitably claiming from under or in trust for the Vendor.

5. That the Purchaser shall have full proprietary rights and interests and be entitled to exclusive ownership possession and enjoyment of the said Residential Flat in the said Building purchased or acquired together with all the benefits and facilities herein provided and the Purchaser shall be entitled to sell, lease, mortgage, gift or otherwise alienate the said Residential Flat hereby sold and conveyed and the Purchaser shall become the co-owners and co-sharers for all time in respect of the soil and/or ground of the said Building proportionately.

The PURCHASER do hereby covenant with the VENDOR as follows:-

1. That at or before the execution hereof the Purchaser have completely satisfied itself as to the right of the Vendor and the purchaser have fully satisfied itself as to the title in respect of the Residential Flat and also the Purchaser herein has inspected the Building Plan, Design and other Specifications and also all related Deeds and Documents in respect of the Land as well as the Residential Flat and the Building.
2. That the Purchaser have fully satisfied itself as to the construction of the said Building as well as the Residential Flat regarding workmanship, structural stability and shall have no right or claim whatsoever or howsoever against the Vendor or the Developers/Promoters with regard thereto.
3. That the Purchaser shall not claim any right or interest in respect of any other portion of the said property save and except the said Residential Flat along with proportionate undivided and impartible share in the Land underneath of the said Building which has been conveyed to the Purchaser and shall observe, perform and comply with all the terms, conditions, stipulations and restrictions mentioned in the several schedules written hereunder.
4. That the Purchaser will and shall maintain the said Residential Flat properly and keep the same in good condition, so that it may not cause any damage and/or prejudicially affect to the other Residential/commercial/Garage Units of the said Building.
5. That the Purchaser will and shall not injure, cut and damage any of the walls, roof, common stair-case, common passages and common spaces in and around the said Building, so that it

may not cause any damage and/or prejudicially affect to the other owners and lawfully occupiers of the Residential/Commercial/Garage Units of the said Building.

6. That the Purchaser will and shall regularly pay their share or shares of taxes, impositions and all other outgoings relating to the said Residential Flat wholly and the common areas proportionately including the common expenses henceforth from the execution of this Sale Deed in respect of said Unit.
7. That the Purchaser shall not do any deed or thing to obstruct the construction and completion of any work of the said Building in any manner whatsoever.
8. That the Purchaser shall co-operate with the Vendor i.e. Developers/Promoters for the management and maintenance of the Multistoried Building and to observe the rules and regulations framed time to time by the Vendor, the Developers/Promoters or the Association on it's formation.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE LAND)

ALL THAT piece and parcel of land measuring about __ decimal be the same or a little more or less of R.S. Plot No. - __, under R.S. Khatian No. - _____, corresponding to L.R. Plot No. - _____, under L.R. Khatian No. - _____, within Mouza - _____, J.L No. - __, Ward No. - _____ of _____ Municipality under P.O., P.S. & Dist. - _____.

Butted and Bounded by :

To the North:

To the South:

To the East:

To the West:

(RESIDENTIAL FLAT – THE SAID UNIT)

ALL THAT a Self Contained Residential Flat being No. “__” on _____
Floor in Block - _____, of the Multistoried Building named and
 known as “_____” measuring **Carpet Area of _____ Sq. ft.**
i.e. Built Up area of _____ Sq. ft. consisting of ____ Bed
 Rooms, One Kitchen / Dinning, Two Toilets, Two Balcony, in R.S.
 Plot No. - _____, corresponding to L.R. Plot No. - _____, under
 R.S. Khatian No. - _____, corresponding to L.R. Khatian No. - _____,
 within Mouza - _____, J.L. No. - _____, Ward No. - _____, within
 _____ Municipality under P.S. - _____ in the District of
 _____, together with undivided, proportionate and
 impartible share and/or interest in the land.

Butted and Bounded by:

To the North:

To the South:

To the East:

To the West:

The Set Fourth Value of the Residential Flat Being No. “__” on
_____ Floor within “_____ APARTMENT”, Block - _____, is Rs.
_____/- (Rupees _____) only and Market
Value is Rs. _____/- (_____) only.

THE THIRD SCHEDULE ABOVE REFERRED TO**(COMMON PARTS AND PORTIONS)**

- a) Foundations, Columns, Beams, Supports, Girders, Entrance, Exits, Common Path way.
- b) Stair cases, Landings, Lift for the purchasers/occupiers of Residential Flats of the Building.
- c) Drains, Sewerage, Septic Tanks, Drainage Pipe to the Drain and all other pipes including rain water and waste and concealed or other installations in or around the Building

- (except only those are installed within the exclusive area of any unit and/or exclusively for the use of the Purchaser).
- d) Space for water pumps, overhead water tank/tanks, water reservoir, Lift Room, Meter Room etc.
 - e) External electrical installation, switch-board and all other electrical wirings and fittings, Meter Space etc. (except only those are installed within the exclusive area of any unit and/or exclusively for the use of the Purchaser).
 - f) Such other common parts, areas, equipments, installations, fittings, space in or around the Building, as are necessary for the common use and/or enjoyment by the co-sharers of the said Building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. Maintenance :

All costs of maintenance, operating, repairing, white washing, painting, decorating, re-decorating, Building re-constructing, lighting and renovating the common areas and exterior (but not inside any unit) walls of the Multistoried Building.

2. Operation :

All expenses for running an operating all machinery, equipments and installation comprises in the common area including motors and other common electrical installation including his license, fees, taxes and other levis.

3. Staff :

The salaries of and all other expenses of the staffs to be employed for common purposes including Darwans, Security Personnel, Sweeper, Plumber, Electrician etc. and his pre-requisites and other emoluments and benefits.

4. Association:

Establishment and all other expenses of the association including its formation, office and miscellaneous expenses.

5. Insurance:

Insurance premium and other expenses for insuring the Multistoried Building and/or the common areas, inter-alia against earth quake, fire, mob violence, damages civil commotions etc.

6. Common Utilities:

All Charges and deposits for supplies of common utilities to the co-owner, in common.

7. Electricity:

Electricity charges for the electrical energy consumed for the operation of the common areas and for the common service.

8. Litigation:

All Litigation expenses incurred for the common purpose and relating to common use and enjoyment of common areas.

9. Reserves & Miscellaneous:

All other expenses, taxes, rates and other levis deemed to be necessary or incidental or liable to be paid by the co-owners in common, including for replacement, renovations, painting and/or periodic expenses to the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(EASEMENTS)**

The co-owners shall allow each other, the Vendor, the Developer/ Promoter and the Association upon its formation, the following rights, easements, quasi-easements, privilege and/or other appurtenances.

1. The Right of common passage, user and movement in all the common areas of the Multistoried Building.

2. The Right of passage of utilities, including connection for telephones, televisions, pipes, cables etc. through each and every part of the Multistoried Building including the said unit.

3. Right of support, shelter and protection of each portion of the Multistoried Building by the other there from.
4. Such rights, supports, easements and appurtenances are usually held, used occupied or enjoyed as part or parcel of the said unit and the rights and properties appurtenant thereto.
5. The right with or without workmen and necessary material to entire upon the Multistoried Building including the said unit, for the purpose of repairing any of the common areas or an appurtenance to any unit and/or anything comprising in any unit, in so far as the same cannot be carries out without such entry and in all such cases, excepting, emergency, upon giving 48 hours previous notices in writing to the co-owners effected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(COVENANTS, RULES AND REGULATIONS)**

1. Transfer and dismemberment:

The purchaser shall not, at any time claim partition of the undivided impartible proportionate share and/or the common portions in and around the Multistoried Building.

2. Subject to:

The provisions content in this presents and subject to the provision of law for the time being in force, the purchaser shall be entitled to the exclusive ownership possession and enjoyment of the said unit and the undivided share of land in the said Multistoried Building which shall be heritable and transferable as other immovable properties

3. Mutation, Taxes and impositions:

The purchaser shall after the transfer being completed in terms hereof, apply for and have the said unit separately assessed for the purpose of assessment of municipal rates and taxes.

4. Untill such time:

As the said unit to be not separately assessed and/or mutated in respect of any tax or impositions, the purchaser shall bear and pay the proportionate share rates and taxes.

5. Upon the mutation of the said unit:

In the name of the purchaser for the purpose of liability of any tax or impositions by Jhargram Municipality, the purchaser shall pay wholly such tax or impositions in respect of said unit.

6. Management and Maintenance of the common portions:

Until formation of the Association, the vendor and/or the Developers/Promoters may for time to time appoint ad - hoc committee or sub - committee of the co - owners for such purposes and on such terms and its elections, constitutions, authority, delegation and/or function, as the vendor and/or Developer/ Promoter they may think fit an proper.

7. The purchaser:

Shall not, in any manner, interfere or raise any objection whatsoever in or with the said function of the vendor and/or the Developers/Promoters and or the Association and/or other co-owners relating to the common purpose.

8. The Association:

Shall frame such rules, regulations and bye-laws for the common purpose, as the vendor and the Developers/ Promoters or the Association may consider reasonable and convenient but not in consistent with the provision herein and the purchaser shall abide by the same.

9. User of the said unit and the common portion:

The purchaser shall, at its own costs and expenses do the followings:

- i) Keep the said unit and every part thereof all fixtures and fittings therein or exclusively thereto cleanly and properly painted and in good repairs in a neat and clean condition and as a decent respectable place.

- ii) Use the said unit and all common portion carefully, peacefully and quietly and only the purpose for which it is meant and without any hindrances to any other co-owners.

10. The Purchaser shall observe the following Acts:

The Purchaser shall always follow rules, laid down for common purpose and shall ensure not to cases any breach thereof.

1. Shall not injure or harm or damage any common portions or any other Units in the Multistoried Building.
2. Shall not alter any portions or elevations or colors scheme of the Multistoried Building.
3. Shall not throw accumulate or caused to be thrown or accumulated any dust, rubbish or other refuse in common portions save at the places indicated therefore or any way cause obstructions to smooth used by others of the said Multistoried Building.
4. Shall not keep any article or object in the common areas or any objectionable items thereof that tantamount to nuisance or any annoyance.

Be it mention herein that photographs of the attorney of the Vendor and also the Purchaser are affixed on the second page of this Sale Deed and the impression of five fingers of both the hands of the attorney of the Vendor and also the Purchaser are taken on the last page of this Sale Deed, duly certified by all the parties of this present.

IN WITNESSETH WHEREOF the parties hereto set and subscribed their respective hands on this day, month and year first above written in presence of witnesses

SIGNED, SEALED AND DELIVERED

At Jhargram in presence of :-

WITNESSES :-

1

Signature of the 1st Part

2.

Signature of the 2nd Part

This sale deed has been
Completed in ___ pages

Drafted & Prepared by me: