

DEED OF SALE OF FLAT

This **DEED OF SALE** is made and executed at Kolkata on this _____ day of _____, Two Thousand _____

BETWEEN

M/S. SYNDICON HOMES, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 2nd Floor,7/11A Bijoygarh, Police Station: Golf Green (Previously Jadavpur) Kolkata: 700032 , (PAN: AELFS8293L),represented by its authorized Partner, MANAB KALYAN PANDIT, PAN NUMBER- AJFPP9642K ,EPIC/Passport /OCI/CIO/PIO No....., Adhar No. 645593568316) son of **LATE KSHITISH CHANDRA PANDIT** residing at 215, S N GHOSH AVENUE, ELACHI, NARENDRAPUR , South 24 Parganas, WEST BENGAL-700103 by faith Hindu , by Occupation Business , by Nationality- Indian,
Herein after referred to and called as the **“OWNER(S)/ VENDOR(S) ”**

AND

.....**PAN**-....., having place of business at, represented by its Partner(s)son / wife / daughter of, residing at by faith, by Occupation, by Nationality , hereinafter referred to and called as the **‘DEVELOPER (s)’**

AND

..... PAN NUMBER, **EPIC/Passport /OCI/CIO/PIO No....., Adhar No.....**
..... son / wife / daughter of residing atby faith..... ,
by Occupation , by Nationality.....,
Herein after referred to and called as the **“CONFIRMING PARTY (IES) ”**

AND

**Mr. _____, PAN No. , EPIC/Passport /OCI/CIO/PIO
No....., Adhar No. _____ son of
_____, residing at _____ by faith-
Hindu , by Occupation , by Nationality-Indian, hereinafter referred to
and called as the "PURCHASER (S)**

**(The Vendors / Purchaser(s) is / are being represented by his/her/their
Constituted Attorney (s) PAN No....., EPIC/Passport /OCI/CIO/PIO
No....., Adhar No..... son/ wife/ daughter of, residing at, by
faith, by Occupation, by Nationality, by Constituted
General/Special Power of Attorney dated, /by Authenticated
General/Special Power of Attorney being No ...datedof the office of
the.....)**

[for and on his/her behalf the representative / nominee / guardian /
ward (as the case may be) (with all additions), Order or Permission
No. Date (as the case may be)] / [Name of
the Government / Organisation / Institution / Company / Firm / Trust
/ Society (as the case may be) with place of its headquarters and for
and on its behalf the / its (Designation of the post
held), (Name of the person holding the post
or having the designation with all additions)]

NB : STRIKE OUT WHICH EVER IS NOT APPLICABLE

The expression of the Vendor & Purchaser shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns / nominees.

Whereas the Vendor for his bonafide needs and legal requirements, in his sound and disposing mind without any pressure, force, compulsion or coercion has agreed to sell and transfer the said property unto the Purchaser for a consideration value of Rs

For which the Purchaser after scrutinizing the status of the property and also being satisfied regarding the title of the Vendor has agreed to purchase the same against the said consideration.

History of the ownership of the property

W H E R E A S

One Gopal Chandra Chakraborty after being displaced from East Bengal Now Bangladesh had occupied a plot of land at 7/52 Bijoygarh, Jadavpur, Kolkata measuring an area about 4 Katha 15 chatak more or less. The said Gopal Chandra Chakraborty started residing in the said plot with his family members.

AND WHEREAS during the occupancy of the said Gopal Chandra

Chakraborty in the said property the Rehabilitation Department Government of West Bengal executed a Deed of Gift between the Governor and the said Gopal Chandra Chakraborty . The deed was duly registered in the office of Additional District Sub Registrar, Alipore and recorded in Book No. I Volume No. 30, pages from 237 to 240 and Being No.2235 for the year 1989. As per the Gift deed the Property Schedule was “All that Piece and parcel of land measuring 4 cottah 15 chittacks. more or less of homestead land in E/P No.1285 in CS plot No.2311P of Mouza Arakpur , J.L.No:39 P.S. Jadavpur in the district of 24 Parganas south”

AND WHEREAS the said Gopal Chandra Chakraborty continued to reside in the said property and constructed three storied residential building. The said Gopal Chandra Chakraborty duly mutated his name in the records of Calcutta Municipal Corporation and The Calcutta Municipal Corporation numbered the premises as 85/7/88 Mina Para Road.

AND WHEREAS the said Gopal Chandra Chakraborty executed a Will on 8th November 1987 which was registered before the Additional District Sub Registrar III, Alipore vide Deed No. III-226 of 1987. In the said Will the said Gopal Chandra Chakraborty bequeathed the said property in favour of his three sons being the Parties of the First Part herein. The said property is more fully and particularly described in the Schedule- **A** written hereunder.

AND WHEREAS the said Gopal Chandra Chakraborty died on 08th August, 1997 the wife of Gopal Chandra Chakraborty namely Bibhabati Chakraborty also died intestate on 19th January,1996 The Executor of the said Will Sri Bijoy Chakraborty, being the Vendor No. 2 herein, duly applied for Probate before the Alipore Court. On 11th January 2005 Probate was granted in respect of the said Will of Late Gopal Chandra Chakraborty vide O.S. Case No. 3 of 2000, in the court of 10TH Additional District Judge at Alipore.

AND WHEREAS by virtue of the said Probate the Owners/ First Party herein have become the owners in respect of the different parts of the said property according to the said Will. The Vendor No. 1 (Assessee No: 210950505631) is the owner of 1990.50 Sq.ft, Vendor No. 2 (Assessee No: 210950505620) is the owner of 2669.43 Sq.ft. and the vendor No. 3 (Assessee No: 210950505450) is the owner of 2451.25 sq.ft totaling to 7111.18 corresponding to **Super Built Up area 8533.416 Sq.ft** in respect of the said residential building. However the vendors are the owners of the land underneath the building in equal shares.

AND WHEREAS the Vendors herein have jointly decided to Sale, transfer and convey their respective shares in the said Schedule A property, to any suitable buyer or buyers against appropriate consideration.

AND WHEREAS the Purchaser herein was looking for a appropriate property at good locality and after coming to know about the intention of the vendors to sell their property the purchaser herein has proposed to purchase the **schedule** mentioned property of the Vendors at a total consideration of Rs. **1,67,16,000/-** (Rupees One Crore Sixty Seven Lakhs Sixteen Thousand) Only.

AND WHEREAS the vendors have different shares in the scheduled property and accordingly their shares in consideration money are different which are mentioned below. Out of total Consideration of Rs. 1,67,16,000/- (Rupees One Crore Sixty Seven Lakhs Sixteen Thousand) Only, the Jaydev Chakraborty's consideration is Rs. 53,77,000/- (Rupees Fifty Three Lakhs Seventy Seven Thousand) Only; Bijoy Chakraborty's Consideration is Rs. 60,05,000/- (Rupees Sixty Lakhs Five Thousand) Only and Sanjay Chakraborty's Consideration is Rs. 53,34,000/- (Rupees Fifty Three Lakhs Thirty Four Thousand Only)

AND WHEREAS the Vendors have absolute authority and power to

sale and transfer the said property as fully mentioned in the Schedule written hereunder in respect of their respective share and no other person or persons has any right, title, interest and demand in respect of the said Property or any portion thereof.

AND WHEREAS the Vendors have not entered into any Agreement or Agreements for Sale relating to the 'said property' or any part thereof with any other person or persons. The Vendors have got clear and marketable title in respect of the said Property and the property is free from all encumbrances, charges, liens, and lispendences.

AND WHEREAS the Purchaser has paid to the Vendors herein a total sum of Rs.1,67,16,000/ -(Rupees One Crore Sixty Seven Lakhs Sixteen Thousand) only in proportion as stated herein above on diverse dates including on the very date of execution of these presents being the total consideration money as per memo of consideration written hereunder.

AND WHEREAS in pursuance of the aforesaid, the Vendors, at the request of the Purchaser, are hereby completing the transaction by execution and registration of the present Deed of Conveyance in respect of the "said property" as fully mentioned in the Schedule written hereunder together with all structures, rights, amenities, facilities, benefits, common areas, staircase, easements, quasi easements and appurtenances, appertaining to or connected with the use and enjoyment of the "said property" as fully mentioned in the **Schedule** hereunder unto and in favour of the Purchaser herein.

NOW THIS DEED WITNESSETH AS UNDER:-

1. That in consideration of Rs the entire amount has been

received by the Vendor from the Purchaser prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the Vendor.

2. That the Vendor hereby sells, conveys and assign the property absolutely and forever with all rights, title and interest of the same, unto the Purchaser who shall hereafter be the absolute owner of the same and enjoy all rights of ownership etc.
3. That the actual physical possession of the said property has been handed over by the Vendor to the Purchaser who is in possession of the same at the time of registration of this sale deed.
4. That all taxes, charges, dues, demands, arrears, electricity charges, water charges, outstanding bills, house tax, development charges etc if any, in respect of the said property for the period prior to the date of execution of this sale deed shall be paid and borne by the Vendor and thereafter the same shall be paid and borne by the Purchaser.
5. That the Vendor hereby agrees and assures the Purchaser to help and assist him in getting the property transferred/mutated in the relevant department and any other concerned department and/or the Purchaser shall have full right to get the property transferred/ mutated in his/her own name from the concerned department on the basis of this Sale Deed even in the absence of the Vendor.
6. That all right and easements attached with the said property have also been conveyed and transferred with the said property, unto the Purchaser.
7. That the Vendor has assured and delivered to the Purchaser that the said property under sale is free from all sorts of encumbrances such as Sale, Mortgage, Gift, Transfer, decree, litigation, lease, acquisition/ notification etc. and there is no defect in the title of the Vendor and if it is proved otherwise at any time and the Purchaser suffers any loss, then the Vendor shall be fully liable and responsible for the same and the Purchaser shall be entitled to recover all his/her losses from the Vendor.
8. That the Purchaser shall have full right to apply and get the Water, Electric and Sewerage connection regarding the said property from the concerned authorities and also to get the existing name changed in his/her own name from the department concerned without any written consent of the Vendor.

9. That the Vendor has delivered the previous title documents relating to the said property.
10. That the Vendor hereby declares and assures to the Purchaser that the said property has not been acquired by the Govt. and there is no injunction or attachment order of any Court or Department.
- 11.. That the market value of the property is Rs..... All facts relating to its market value, consideration and chargeability to stamp duty and transfer duty have been fully given in the sale deed and mentioned Schedule B of this sale deed .
12. Any other points to specify

TYPING OPTION , ONE HUNDRED WORDS

THE SCHEDULE "A"

DESCRIPTION OF THE ENTIRE PROPERTY:-

ALL THAT piece and parcel of three storied **30 years old** Dilapidated residential building with **Cement Flooring** having built up area about 7111.18 Sq.ft corresponding **to Super Built Up area 8533.416 Sq.ft** (2844.47 sq.ft each in Ground Floor, First Floor, and Second Floor) standing on land measuring about 4 Cottahs 15 Chittaks more or less a premises being Plot No. 7/52, Bijoygarh Colony, Mouza- Arakpur, KMC Premises No. 85/7/88 Minapara Road, Post Office Jadavpur University Police Station: Jadavpur, South 24 Parganas, Kolkata- 700032, **road**

width 33 feet, , along with all common rights, facilities and easements, **NO LIFT**, which is butted and bounded as follows:-

- ON THE NORTH : Samaj Garh Colony
ON THE SOUTH : **33 Feet** width Mina Para Road
ON THE EAST : Premises No: 7/51 Bijoygarh
ON THE WEST : Premises No:7/53 Bijoygarh

ALL THAT piece and parcel of land measuring about
Cottahs **Chittacks** **sq. ft.** more or less land, along with the
Complex named **SYNDICON GOPAL NIBAS** having **G + 4.Building** lying and
situated at Mouza-....., Pargana-....., J.L. No..... , Re Su No.-
..... Touzi No.....comprising in R.S. Dag No.-....., under
R.S. Khatian No.-....., corresponding to LR Plot No..... **and LR**
Khatian No..... , having Municipal Holding No....., Road Name
BIJOYGARH , being Premises No.-7/52. , PIN- 700032, under Ward No.-
..... within the limits ofMunicipality / Municipal Corporation,
within the office of P.S.- GOLFGREEN, District- KOLKATA, and
butted and bounded by: -

ON THE NORTH BY: -

ON THE SOUTH BY: -

ON THE EAST BY: -

ON THE WEST BY: -

THE SCHEDULE "B" ABOVE REFERRED TO –

[Description of the Flat/Unit]

ALL THAT piece and parcel of a demarcated self-contained **residential / semi commercial /office / commercial Flat/ covered garage / open garage** being No..... on theFloor, in Block-....., having measurement of sq. ft. Super built up area more or less comprising of, with G+4 Flooring , from Developer's Allocation within the G Plus four. Building, of age years, the property being tenanted / not tenanted , the property being litigated with pending Title suit Nofor yearlying in The Court of/ not litigated , within the Complex named **SYNDICON GOPAL NIBAS** together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building within the said Complex at Municipal Holding No.-..... , Road , Being Premises No.- 7/52, Road BIJOYGARH , Pin 700032, under Ward No.-..... , within theMunicipality / Municipal Corporation, under the office of ,under P.S.- GOLFGREEN,, District- KOLKATA fully described **"A" SCHEDULE** herein above written.

Annexed Plan marked with **Red Border** will be treated as part and parcel of this Deed.

UPLOAD the SKETCH MAP

- THE SCHEDULE "C" ABOVE REFERRED TO -

[The Common portions]

- 1.** Entrance and exists internal roads, and footpath.
2. Common durwans / caretaker room , Caretaker Room, Security Camera Room, (if any).
3. Boundary walls and main gates.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).
5. Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage, Shop and Godown owners, but rights attached to the Ground Floor will be available only).
6. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.) , community Hall and two wheeler parking space

7. Lighting fixtures and fittings in common area from common use.

(Special amenities are to be incorporated in query and the amenities that are to be selected by citizens during filling up of query shall be auto generated in e deed)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals after understanding the contents of this Deed of conveyance on the day, month and year first above written.

Signature of the Vendor / developer(s)

Signature of the Purchaser (S)

WITNESSES :

SIGNED, SEALED AND DELIVERED

by the Parties at _____ in the presence of :

1.

2

Drafted by me:

MEMO OF CONSIDERATION

RECEIVED of and from the Purchaser.....the sum of Rs.....(**Rupees.....**) herein above towards the full consideration of the property.

D.D/Pay Order No.	Date	Bank	Amount
.....	Rs.....
Total :			Rs.....

.....

SINGATURE OF DEVELOPER / VENDOR/ CONFIRMING PARTY

(NB: The amount received by Vendor , Developer and confirming party should be mentioned separately)

Witnesses:

1.

2.

