

DEED OF SALE OF FLAT

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

BETWEEN

----- ,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 **“OWNER(S)/ VENDOR(S) ”**

AND

SUBAL CHANDRA HALDER (Proprietor of M/s S S ENTERPRISE) **PAN-** ABKPH5147C, **having place of business at** 168, Jodhpur Garden Kolkata-700045,son / wife / daughter of **Makhan Chandra Halder**, residing at 842/15 Upen Banerjee Road, PO- Parnasree, PS: Behala, Kolkata-700060 WB. by faith Hindu, by Occupation Business, by Nationality Indian , 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

..... PAN No....., EPIC/Passport /OCI/CIO/PIONO....., Adhar No.....
son / wife / daughter of residing at by faith..... , by
Occupation , by Nationality....., 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)]

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

TYPING OPTION

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

THE SCHEDULE "A"

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of land measuring about
Cottahs **Chittacks** **sq. ft.** more or less land, along with the
Complex namedhaving **G +****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 , being
Premises No.-..... , PIN-....., under Ward No.-..... within the
limits ofMunicipality / Municipal Corporation, within the office of
..... P.S.-..... District-....., 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 Flooring , from Developer’s Allocation within the **G Plus..... 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** 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.-....., Road..... , Pin, under Ward No.-..... , within theMunicipality / Municipal Corporation, under the office of ,under P.S.-, District-..... 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.

