

DEED OF SALE OF FLAT

(Under Durgapur Municipal Corporation)

ROYAL APARTMENT

Flat No.	:	1 on 2nd floor,
Flat Type.	:	BHK,
Super Built up Area	:	Sq. Ft,
Carpet Area	:	Sq. Ft,
Covered Garage	:	Sq. Ft
Sale Value	:	Rs. 00,00,000/-
Assessed Market Value	:	Rs. 00,00,000/-

This Deed of Sale is made on Day of 202... at Durgapur.

BY

MR. UPENDRA SINGH Son of Mr. Munilal Singh, By Occupation – Business, By Faith - Hindu, By Nationality – Indian, Residing at 31/76 Bengal Ambuja, City Centre, Durgapur- 713216, Police Station Durgapur, District - Paschim Barddhaman, West Bengal ; hereinafter Collectively called as the LAND OWNER / DEVELOPER / VENDOR (which the expression, unless the context otherwise require means to include his heirs, successors, Successors-in-Office, Legal Representative & Assigns) of the **FIRST PART** ;

A N D

MR..... S/o of Mr., By Occupation – House Wife, By Faith - Hindu, By Nationality – Indian, Residing at Chandradanga, Post Office Nutandanga, Pin- 713381, Police Station Faridpur, District - Paschim Barddhaman, West Bengal ; hereinafter Collectively called as the PURCHASER (which the expression, unless the context otherwise require means to include her heirs, successors, Successors-in-Office, Legal Representative & Assigns) of the **SECOND PART**

WHEREAS Mr. Hira Kumar Ram Son of Mr. Ram Padarnath Ram is the absolute owner of the said schedule property and his name has been recorded in L.R. Record of Rights. THEREAFTER during his peaceful possession of the said property, he transferred the below mentioned schedule property in favour of Present Land Owner cum Developer namely Mr. Upendra Singh, son of Sri Munilal Singh, by way of Regd. Deed of Sale, vide Regd. Sale Deed No..... for the Year, registered in Book- I, Volume No..... Page From to, registered at A.D.S.R. Durgapur on date.....

AND WHEREAS the Landowners with a view to develop and erection of multistoried residential building also obtained a Commercial Building Plan from Durgapur Municipal Corporation being ASSESSMENT NO: The Durgapur Municipal Corporation area has granted the commencement certificate to develop the project vide approval dated bearing Ref No. ADDA/DGP/NOC(P)/PC-284/..... The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at KOLKATA on under registration no WBRERA/A/PAS/..... The Proposed Flat as described in Schedule-B.

AND WHEREAS the present Purchaser being satisfied with all Documents and Right, Title & Interest of Landowners over the Schedule-“A” and Development Agreement, Power of Attorney and other related documents of Developer and other Permission of respective Authority for Sanction of Building Plan agreed to Purchase the Schedule described Flat as in Schedule-"B" along with common rights and facilities together and Entered into an Agreement for Sale.

AND WHEREAS the PURCHASER who is in search of such flat for Residential purpose hereby expressing her intention to buy out the same and agreed with the VENDOR for absolute sale to **his** of the schedule below Flat at the Price of **Rs./- (Rupees only** which paid by the Purchaser and the Vendor/ Landowner / Developer do hereby acknowledge the said Sale Price by putting his Signature in this Deed which is Rs.- paid by cash &- paid via bank.

NOW THIS INDENTURE OF SALE DEED WITNESSETH AS FOLLOWS :-

That in pursuance of the said Sale Agreement and in consideration of the said sum of **Rs./- (Rupees] only** paid by the Purchaser to the Vendor/ Landowner / Developer hereby grant sell, convey, transfer, assign and assure UNTO and to use of the Purchaser all right, title, interest along with necessary benefits, advantages, drains, paths, easement privileges and other interests which at any time had or now have

in any manner covering both in law and equity free from any encumbrance either factual, or implied or latent whatsoever in favour of Purchaser for good so that the Purchaser shall be able to use, occupy, enjoy the schedule flat and the ground floor together with undivided proportionate share of landed property and common area and facilities along with other Purchaser and every part thereof quite peacefully, freely and clearly to the exclusion of others and as such the Vendor / Landowner shall keep the PURCHASER harmless and indemnified from any charges license, attachments, executions, encumbrances, if any existed formerly or existing at the date of transfer which is not known to the PURCHASER.

AND WHEREAS the Vendor /Landowner execute Deeds, things, at the request and cost of the Purchaser to do and execute or cause to be done anything which may effectual necessary for the PURCHASER to enjoy the schedule flat more fruitfully and factually according to the true meaning and intent of this deed of conveyance.

AND THAT SAID PURCHASER shall and may from time to time and all times hereafter peaceably and quietly enter upon, have, hold, occupy posses and enjoy the property hereby sold and receive and take the rents, issues and profits thereof and of every part thereof, without any let or hindrance whatsoever from the said the Vendor /Landowner or by any person, or persons claiming from, under or in trust of his.

The Vendor /Landowner / Developer declare that schedule below flat have not been gifted, sold out, transferred or indemnified for any liability or entered into any agreement with any third party or sub-judice of any court or been notified for any kinds of requisition and vendor sale out the same to Purchaser having good marketable title without any kinds of encumbrance.

AND WHEREAS the PURCHASER shall be factually, legally entitled to get her names Recorded in the Records of B. L. & L. R. O, Additional Faridpur-Durgapur during settlement and into the Rent Roll of Govt. of West Bengal, Durgapur Municipal Corporation, W.B. State Electricity and Water Supply Authority and will be able to pay any rent, rates, charges

without any connection or concerned whatsoever with the Vendor/
Landowner / Developer.

The Purchaser shall regularly pay property taxes of Durgapur Municipal Corporation, land revenue, electricity charges in respect of her purchased FLAT according to her free choice.

**AND THE PURCHASER DOES HEREBY COVENANT WITH THE VENDOR
/LANDOWNERS / DEVELOPER :-**

That the Purchaser at her own costs and expenses shall maintain the individual flat sold to him by repairing, plastering, white washing, painting of walls, doors and will not do any damage or doing any detriment to the adjoining flats belonging to other occupants of the said building standing on the 'A' schedule land.

That the Purchaser shall not have any right to undertake any addition or alteration which may cause damage or effect the main structures, pillars, constructions or roof or in any open space provided in the building and further is not allowed to make or cause to be done any change externally which may affect the front elevation/facade of the Apartment.

That every internal walls separating the flat hereby conveyed from an adjoining flat shall be the common wall and cannot be removed or destroyed at any point of time without the written consent of the said committee or flats owners Associations of the building which will be formed or has been formed by the owners of the flat after handing over all the flats to all the owners by the builder.

The Purchaser also agree to bear share of costs required for maintenance of common portions or arrears including common passage .drains common water supply system etc mentioned in Schedule 'C' hereunder.

The Purchaser shall further be liable to pay all his/her/their proportionate share of assessed municipal p[roperty taxes and other impositions, expenses that may be found payable unto the second party so long the said

premises is not separately assessed in their name by the Durgapur Municipal Corporation or other competent authority.

That the Purchaser prior to purchase have made necessary inspection of the Schedule "B" flat hereby conveyed by the Deed and being satisfied with the constructional work of the same along with common facilities provided and mentioned in schedule 'C' hereunder has already taken possession of the said Unit hereby sold having accepted delivery of possession subject to the terms, conditions provisions and covenants made contained herein..

That it is further covenanted by the Purchaser that she will join and shall always abide by the decision of the committee Flat owners Association amongst the Purchaser and others owners of the flat and also observe, perform and comply with all rules, regulations, bye laws and the procedures, which will be framed by the said committee/association regarding maintenance management and protection of the common privileges, easements, sanitation, safety of the structure of the building and liabilities like corporation taxes ,rents and other impositions levied or that may be levied in future, concerning the building.

It is specifically declared that the provisions of West Bengal Apartment Ownership Act & rules framed and /or Bye laws framed there under and the West Bengal Apartment (Regulation of construction & Transfer) Act 1972 shall apply to the said flats as and when the same will be made applicable by the authority concerned.

Schedule 'A' (Description of Land)

All those piece & parcel of land and measuring more or less Decimal within Mouza- Parulia, J. L No. 113, L. R. Khatian No. 2173, Comprising in R. S. Plot No. 178,& 179 L. R. Plot No. 142 & 143, P.S. Durgapur, Dist. - Paschim Barddhaman, Under Durgapur Municipal Corporation Holding No. 525/N, Ward No. 01 being. Which butted and bounded as follows :

North	:	R. S. Plot No. 178,
South	:	30 Feet Wide Road,
East	:	R. S. Plot No. 178,

West : R. S. Plot No. 178,

Schedule 'B' (Description of Flat)

One Residential **Flat No. on the Floor** admeasuring an area**Sq. Ft.** Super Built-up, **Sq. Ft.** Carpet area, (with Floor-Tiles & LIFT) consisting of Three (3) Bed Rooms, Two (2) Balcony, One (1) Drawing, One (1) Kitchen, Two (2) Bathroom with all Fittings & Fixture, Connections etc. **along with a parking space of Sq. Ft.** with a undivided proportionate share or interest in the Schedule-'A' land of **ROYAL APARTMENT** at Parulia, Durgapur - 713205, under P.S. - Durgapur, District - Paschim Barddhaman.

SCHEDULE 'C'

Specifications, Amenities, Facilities (which are part of the Apartment)

Structure	:	R.C.C. Frame Structure.
Wall Finish Interior	:	Conventional Brickwork with Cement putty.
Flooring	:	Ceramic / Vitrified tiles (all Bedroom and living Rooms)
Door & Winds	:	Main Door : Flush Doors, Others : Flush Doors Fittings : Standard quality fittings.
Elevation	:	Modern aesthetic elevation to be finished with weather proof suitable points.
Staircase & Floor lobby	:	Marble / Kota stone in stairs & in each floor lobby.
Kitchen	:	Ceramic tiles on floor, granite platform & stainless steel sink dado up-to 2 ft. the counter / platform.
Toilet	:	Anti Skid ceramics tiles, wall glazed tile up-to 6ft.
Electric Fitting	:	Reputed ISI Mark Fittings in all Bedrooms, Kitchen, Bathrooms & Balcony
Electrical and Voice/Data Point	:	All rooms will have concealed wiring of copper conductor of standard make. MCB Goldmedal or equivalent. AC point 1 Bedrooms in 3 BHK, TV cable point, computer point, calling bell point, Fridge point in Living/Dining. Geyser point (common toilet), Exhaust point in Bathroom. Adequate light, fan and plug point. Normal switches from Anchor company.
Lift	:	High quality branded lift.
WATER SUPPLY	:	24 Hours uninterrupted water supply.
Windows	:	Fully glazed aluminum sliding window.

DOORS	:	Main entrance door 30 mm membrane wood panel, & Other Flush Door, PVC flush door in toilets & Kitchen. All S.S. hardware fittings in doors.
COLOUR		In Site Wall Colour

SCHEDULE 'D'

Specifications Amenities, Facilities (which are part of the project)

1. Entrance Gate
2. 24 Hrs. Water Supply
3. Mandir
4. Open & Cover Car parking space.
5. High speed modern elevator (4 Nos.)
6. Round the clock security personnel
7. 24x7 CCTV Cameras
8. Fire Extinguishing Equipment at Common Space
9. Lightning arrestors at suitable places.
10. Provision for DG in case power cut. (Stand by Generator)

It is hereby declared that the Full Name, Colour Passport-size Photograph and Finger Prints of each Finger of both the hands of Vendor/ Landowner / Developers and Purchaser are attested in additional pages in this Deed being Nos. 1(A) i.e., in total 1 no of pages and these will be treated as a part of this Deed.

In the witness whereof the Landowner cum DEVELOPER above named put his respective signatures and execute this present in the manner aforesaid on the day month and year as mentioned above.

Witnesses :-

1.

**Signature of the Vendor/
Landowner /Developer**

2.

Prepared & Typed by me :-

SK ABBAS UDDIN

(Deed Writer)

LIC NO : DPR 47,

A.D.S.R. Office Durgapur .
