**SAMPLE COPY OF DRAFT DEED**

**GRN No.........................................**

**Query No..............................................**

**DEED OF SALE OF Rs. ...................................**

**ASSESSED MARKET VALUE OF Rs. ...............................**

**THIS DEED OF SALE made this the …… day of ………….in the year 2023 by :**

**(1) MR. ……………….(PAN NO.......................) Son of late ……………………..by faith Hindu, Nationality- Indian, resident of Budha, P.O. Asansol, P.S. Asansol (South), Dist- Paschim Bardhaman (W.B.), Pin 713301 hereinafter called the “VENDOR” (Which expression shall unless excluded by or repugnant to the context include his legal heirs, successors, legal representatives, executors, administrators and assigns) of the ONE PART.**

**The aforesaid vendor No. (1) is being represented by his Constituted & lawful Attorney “MISRA ASSOCIATES DEVELOPMENT CONSULTANTS PVT.LTD.” (PAN .......................) A Pvt Limited company incorporated under the Companies Act 1956, represented by its Managing Director MR. HARI NARAYAN MISRA (PAN..............) son of Late Gouri Shankar Misra having its office at 186/1, G. T. Road (East), Ushagram, P.O.-Ushagram, P.S.- Asansol (South), Addl. Dist. Sub. Registry office & Sub Division – Asansol, Dist. Paschim Bardhaman, Pin 713303, by virtue of Registered Development Power of Attorney, Registered in Book-I, Volume number……………, Page from …………………, being No …………………….. for the year ……………. after Registered Development or Construction Agreement, Registered in Book-I, Volume number……………, Page from …………………, being No …………………….. for the year ……………. of A.D.S.R. Office, Asansol;**

**A N D**

**-:IN FAVOUR OF :-**

**1. MR. .................................., PAN........................, Son of Sri............................, by occupation.......................,**

**2. MRS............................., PAN..................................., Wife of Mr.........................., by occupation...........................,**

**Both are by faith Hindu, citizenship Indian, resident of:..............................., Post Office –........................., P.S...................., District –..................., Pin –............................, State - West Bengal; hereinafter jointly called the “PURCHASERS”(which expression shall include each of their heirs, successors, assigns, representatives unless contrary to and repugnant to the context) of the OTHER PART.**

**WHEREAS father of the vendor deceased Ram Prasad Konar was the lawful owner-in-possession of the land measuring an area ……………. acres on R.S. Plot No. …………., under R.S. Khatian No. …………….., within Mouza - ……………………., P.S…………, Dist……………………., and his name has been duly and correctly recorded in the finally published R.S. Record of Rights under R.S. Khatian No……… of said Mouza.**

**AND WHEREAS above named ……………died leaving behind his son Sri………………….) being his only surviving legal heir and successor to inherit the property which was left by him including land.**

**AND WHEREAS the Vendor is lawful owner by virtue of such inheritance and has been owning and possessing the said land peacefully and uninterruptedly and the said land is free from all encumbrances, charges, disputes and/or mortgages;**

**AND WHEREAS the Vendor is lawfully and equitably owning and possessing the ‘A’ schedule mentioned landed property, which is free from all encumbrances.**

**AND WHEREAS due to divers reasons and/or lack of technical knowledge and manpower the Vendor is unable to start the construction/development works on schedule land and has been in search a developer who can undertake the responsibility of construction and/or development work on the said land as more fully and particularly describe in the schedule herein below.**

**AND WHEREAS the Vendor being desirous of developing his land with specific demarcation and boundaries measuring area ………………….. cottahs ……………….chhataks, on above noted plot, which is morefully mentioned in the schedule below and enter into Development Agreement, Registered in Book-I, Volume number………………, Page from ………………. To………………, being No ………………… for the year ……………… of A.D.S.R. Office, Asansol for terms and conditions contained in the said agreement and empowered his constituted Attorney by executing and registering Development Power of Attorney, Registered in Book-I, Volume number………………, Page from ………………. To………………, being No ………………… for the year ……………… of A.D.S.R. Office Asansol for developing the properties by constructing multi storied building comprising of several flats, garages upon the said property.**

 **AND WHEREAS the said Developer “MISRA ASSOCIATES DEVELOPMENT CONSULTANTS PVT. LTD.” for developing the aforesaid properties**, **amalgamated and formed a compact unit for optimum use of the land and for smooth construction upon the said land morefully described in Schedule “A”, by erecting (B+G+5) Multi Storied Pucca Building comprising of several self contained residential flats, garages, parking space, two wheeler parking space, office space, etc, in the name of “……………………. APARTMENT” which is morefully mentioned in the ‘A’ schedule below and the said building/ apartment has been constructed with the help of good quality of buildings materials and in accordance with a sanctioned Site Plan duly sanctioned by the Authority of Asansol Municipal Corporation vide Memo No. ……………… dated ………….. and sanctioned Building Plan duly sanctioned by the Authority of Asansol Municipal Corporation vide Memo No. ……………………. dated ……………………..and also obtained necessary no objection certificate from the concerned authorities for the purpose of selling the flats /shop rooms/ garages/ parking space/parking spaces etc. to the intending purchaser/s.**

**AND WHEREAS the land mentioned in the schedule ‘A’ hereunder is free from all encumbrances and lis pendens and is in peaceful possession of the vendors.**

**AND WHEREAS the purchasers being in urgent need/ requirement of a self-contained flat for residential purpose has proposed and offered to the vendor to purchase a flat being Flat No. …………….. in the ………… Floor of the said “………………… APARTMENT” having super built up area of ……………… sft. and four wheeler car parking space being No. …………….. in the Basement Floor measuring an area of 120 (One Hundred Twenty) sft. of the said building along with common share or interest in the common built up portions along with proportionate undivided share or interest of the land more fully mentioned in schedule 'B' below including common right of user over all common areas, pathways, erections, constructions, installations, lift and all other common facilities and amenities attached annexed and concerning to the said “…………………. APARTMENT” which is more fully mentioned in schedule 'C below at a total price of Rs. ………………………….only.**

 **AND WHEREAS the Vendor considering the said price as fair, proper and reasonable according to present market has accepted the said offer of the purchasers and agreed to sell, transfer and convey the 'B' schedule property along with 'C’ schedule common rights unto and in favour of the purchaser at and for the said total price of Rs. ……………………………….only on the terms appearing hereunder:-**

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

**That in pursuance of the said agreement between the vendor and the purchasers and in consideration of the said sum of Rs. …………………………………………only paid by the purchasers to the Developer as per the Memo of Consideration below (the receipt whereof the Developer do hereby admits and acknowledges) as total price of the said 'B' schedule property, the Developer do hereby grant, convey, sell and transfer unto and to the use of the said purchasers all that 'B' schedule flat together with the said common rights and facilities as mentioned in schedule 'C’ below including all easement rights attached thereto free from any or all encumbrances together with obligations to be performed by the purchasers has the right in respect of common facilities attached in the Apartment and TO HAVE AND TO HOLD the said property hereby sold, granted, conveyed and transferred unto and to the use of the said purchasers absolutely and forever having all transferable rights therein such as sale, gift, lease, mortgage, exchange etc. AND THAT the Developer do hereby for itself, its heirs, successors, executors, and assigns declare and covenant with the said purchasers that the Developer has good title, full power and absolute right to sell and transfer the said property and further declare that the Developer is absolutely seized and possessed of or otherwise well and sufficiently entitled to the 'B' schedule mentioned property and that the Developer has not in any way encumbered the 'B' schedule mentioned property intend to be conveyed by this deed of sale AND THAT the purchasers including all their legal heirs, successors, executors and assigns shall and may at all times peaceably and quietly hold, possesses, use and enjoy the said 'B' schedule property hereby sold as lawful and rightful owner thereof without any interruptions, obstructions, claims and/or demands whatsoever from or by the Vendor or Developer or any person/persons lawfully/equitably claiming under or in trust for Developer and Vendor and that the said Developer and Vendor shall and will for all times to come at the cost and request of the said purchasers and/or their heirs do or execute or cause to be done or executed all such acts, deeds and/or things for further or more perfectly assuring the title of the purchasers to the said property or part thereof.**

**Be it further stated that the purchasers, their heirs, successors, administrators or assigns will enjoy the said flat more fully mentioned in the 'B’ schedule below from generation to generation with all the rights, title, interest of the vendor according to their choice, preference, necessity including all sorts of transferring rights of sale, lease, mortgage, gift, exchange etc.**

**That the purchasers at their own cost shall maintain their individual flat sold to them by repairing, plastering, white-washing of the walls and color washing of the doors and windows including renovations, replacements etc. without causing any damage or detriment to the adjoining flat/flats belonging to other occupants of the said building in “A” schedule land.**

**That the purchasers shall not has any right to undertake any addition or alteration which may cause damage in any way or affect the main structure or constructions of the “A” schedule building.**

**That the purchasers will have to pay proportionate Corporation Tax and rents which may be assessed for the 'A’ schedule building/holding to the appropriate authorities and will has to bear their share of expenses required for maintenance of the common portion and areas including lift, common passage, stair cases, drains, common water supply system, pump, underground water tank, roof etc.**

**Further covenanted by and between the parties hereof that the purchasers shall always abide by the decision of the committee/flats, owners Association to be framed amongst the purchasers and other owners of the flats and also observe, perform and comply with all rules, regulations, bye-laws and procedure which will be framed by the said committee regarding maintenance, management and protection of the common privileges, easements sanitation safety, of the structure of the building and liabilities like corporation taxes, ceases, rents and other impositions levied or to be levied concerning the said building.**

**That every internal walls separating the flat from an adjoining flat shall be the common wall and cannot be removed or destroyed without the written consent of the said committee or flat owners' Association of the building on 'A' schedule land.**

**AND THAT it is further declared by the vendor that the purchasers by virtue of this Deed of sale will be competent and entitled to get their names mutated in the records of S.D.L. & L.R.O. Extn (Part-I) Asansol of the state of West Bengal as also in the records and registers of Asansol Municipal Corporation or any authority and the vendor undertakes to render all such help and assistance as will be found essential in this regard.**

**It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act and the rules framed and/or the bye-laws framed there under and the West Bengal Apartment (Regulation of Construction & Transfer) Act 1972 and the rules framed there under shall apply to the said flat.**

 **It is specifically mentioned that the purchasers will be liable to pay GST and other tax & taxes imposed and/or to be imposed in future in respect of the flat mentioned in the Schedule ‘B' below.**

**Be it mentioned herein that the purchasers prior to purchase have made proper inspection and inquiry of the said flat and being fully satisfied with the constructional work of the said building and have already taken possession of the said flat hereby sold.**

**SCHEDULE “A” PROPERTY (above referred)**

 **Within District of Paschim Bardhaman, Police Station- Asansol, Post. Office Asansol, Chowki & Addl. Dist. Sub. Registry Office- Asansol, within Mouza …………….., J.L. No. ………., under limit of Asansol Municipal Corporation, all that land situated on R.S. Khatian No. ……….., R.S. Plot No. ………… measuring an area ……………cottahs ……… chhataks, along with B+G+5 storied building name & style as …………….. APARTMENT at Vivekananda Pally, West Ismile, Near Sanai Anusthan Hall, Asansol-713301.**

 **Butted and bounded by :-**

**On the North ---- Land of ………..**

**On the South ---- 60’ ft Wide Road**

**On the East ------ House of Mr. …………..**

**On the West ----- House of Mr. …………………..**

### SCHEDULE –“B”

**(referred to be sold property)**

 **In the above District, Mouza, P.S. etc. all that One self contained Tiles floor residential flat being Flat No. .......... situated on the ............Floor of the said “SHAKUNTALA APARTMENT”, measuring super built up area of .....................................Sft., having covered area of .............................. Sft; consisting of ........................Bed Rooms, ..................Drawing cum Dining Space, ...................Kitchen, ..................Bathrooms, ..............Balcony, with one four wheeler car parking space being No. ....................measuring an area of.............................. under the roof in the Basement Floor along with all fittings, fixtures, easement rights attached thereto, along with undivided proportionate share of land constituting a part of the ‘A’ schedule land.**

**The sold Flat is more specifically delineated in the sketch plan hereto annexed and thereon show bordered RED which will form a part of this Deed.**

**Proposed use : Residential**

SCHEDULE 'C ABOVE REFERRED TO:

**(Common portions)**

**1. Stair cases up to the top floor and lift.**

1. **Stair case landings up to the top floor.**
2. **Common passage, entrance.**
3. **Water pump, underground water pipes, underground water Reservoir Tank, Septic & Tank and other plumbing's.**
4. **Electrical wiring, lines, pump.**
5. **Drainage & Sewers.**
6. **One Care Taker and Servants room and one toilet in the Basement Floor.**
7. **Boundary walls and Gate.**
8. **Roof of the top floor of the said multi storied building.**

**The proportionate annual rent is payable to the state of West Bengal through S.D.L. & L.R.O. Extn. (Part-I) Asansol.**

**A sheet containing both hands finger prints of both the parties with coloured photographs of the parties duly attested by the parties attached herewith and shall be part of this deed.**

**MEMO OF CONSIDERATION**

 **IN WITNESSES WHEREOF the Vendors hereof have executed and signed these presents on the day, month and year written at the outset.**

**WITNESSES:-**

**1.**

**2.**

 **Signature of the Attorney**

**Drafted and prepared by me as per**

**the instructions of the parties and**

**read over and explained the contents**

**of this deed before the parties in**

**vernacular and printed in my office**

 **(..........................)**

 **Advocate**

**Asansol District Court.**

**Enrolment No.....................**