



AND WHEREAS, the Seller/Builder above named “ ..... ”, a Directorship firm after acquisition of land above mentioned through G.P.A. granted by the above named owner and accordingly the said Seller/Builder has constructed Flats/Shop/Parking thereon in the name and style of “ ..... ” and empowered to sell them as absolute owner.

AND WHEREAS, the above named land owner has acquired the permission from ..... to construct Multistoried building over the said land more fully and particularly described in the Schedule “A” below, vide Building Permit No. ...., dated ....., order passed by the competent authority the Executive Officer of Notified Area Committee at .....

AND WHEREAS, the Seller/Builder on the approach of the Purchaser has agreed to sell the Flat/Shop bearing No. ...., on ..... Floor, at ‘SWASTI HEIGHTS BLOCK SHIVALIK’ with a car parking at ....., more fully and particularly described in the Schedule “B” below.

AND WHEREAS, as per the proposal of sale and acceptance thereof the Purchaser has agreed to purchase the schedule below flat/shop premises at and for a total consideration of **Rs. ....** only.

AND WHEREAS, the Purchaser had booked for a flat/shop including undivided proportionate share of land from the Seller/Builder hereof at a price of **Rs. ....** only and entered into an agreement against the sale and purchase of the said flat/shop, including undivided share of land with a car parking on such terms and conditions more specifically described thereon.

AND WHEREAS, the flat/shop described in the schedule below and later delivered the same unto the Purchaser on receipt of full consideration amount by the Seller/Builder.

**NOW THIS DEED OF TRANSFER BY SALE WITNESSETH :-**

1. That, in pursuance of the said agreement and in agreed consideration amount of **Rs. ....** only paid by the Purchaser to the Seller/Builder, as stated hereunder shown in the column of memo of consideration the receipt where of the said sum hereby acknowledge by the Seller/Builder against sale and transfer of the said land and what-so-ever flat/shop, together with all common services, amenities, advantaged and privileges etc., all proportionate right in the common area, ingress & egress more specifically described in the schedule hereunder written, by the transfer or by these present do here by confirm to sale, convey, transfer and deliver and assigns unto the Purchaser all that flat together with all rights, title and interest thereto, to have and to hold the same by the Purchaser without any let or hindrances or objection or impediment by and from anybody else.

2. That, the Seller/Builder on receipt of full consideration amount from the Purchaser has already delivered actual physical possession of the said flat/shop and other relevant documents to the Purchaser and the Purchaser shall be entitled to hold, enjoy and possess the said flat/shop premises as its absolute owner in her own right, without any interference by and from any one else from this day onwards all rights, title, interest and possession of the said flat/shop vested absolute unto the Purchaser.

3. That, the Purchaser will pay the proportionate Ground Rent, other common maintenance etc. to the Seller/Builder and/or owner’s association form or to be formed and/or in charge authority in respect of the said flat/shop and the Purchaser shall also pay the charges of common Generator, its maintenance and service.

**4. THAT, THE SELLER/BUILDER DO HEREBY DECLARED :-**

a) The Purchaser shall not store or keep any prohibited articles which are likely to effect the construction and/or structure of the said building.

b) The Purchaser shall not decorate the exterior of the flat/shop otherwise than in a manner agreed and permitted by the complex authority and/or society formed by all the buyers.

c) The Purchaser shall not claim any right, title, interest in any other space or spaces within the complex, other than her allotted flat and the Purchaser will use the said flat as per terms and rules of the complex authority.

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**DIRECTOR**

d) The Purchaser shall not hold or use the said flat in such a manner so as to damage or injure the neighboring flat/shop or any other building and structure of the said flat/shop .

e) The prior to execution of this deed of transfer , the said flat/shop or part there of has not been sold or transferred to any other parties and same is free from all encumbrances , charges and liens .

**5. THAT THE SELLER/BUILDER AND THE PURCHASER JOINTLY DECLARED AND CONVENTS :-**

i. Neither the Purchaser nor any occupants of the said complex , shall store or deposit or permitted to be stored or deposited any rubbish or waste materials in common passage , pavements , ingress and egress or any common part of the said complex .

ii. The Seller/Builder his/its heirs , successors , successors-in-office , administrators , executors , representatives and assigns further covenants that it will request and with the cost and expenses of the Purchaser her heirs , successors , executors , administrators , representatives and assigns do or execute or to be done or execute all such lawful acts , deeds and things what-so-ever for further and more perfectly conveying and assuring the schedule below property and any part thereof in manner aforesaid according to the terms , intent and meaning of this indenture .

iii. The Purchaser shall now and always have the right to enjoy and use , along with the other Occupants/Purchasers of other flats/shop , common passages , easements , roads , alloys , approaches and other common amenities or particular facilities provided in the said building “ ..... ” and shall bear the proportionate cost and/or expenses of maintenances and repairs of all such amenities/facilities as are necessary or as may be necessary for beneficial enjoyment of the same .

iv. The Purchaser shall be at liberty to mutate his/her name in the office of the landlord , the State of ..... through the C.O ..... with respect to the schedule below property either separately or collectively along with other occupants of the flats/shops of the said building “ ..... ” and shall pay ground rent and other charges in her own name proportionately for the portion purchased by her .

v. The property hereby demised in favor of the Purchaser and described in the schedule below is free from all encumbrances , charges or any kind of attachments what-so-ever.

vi. The Seller/Builder has delivered all relevant documents and title deed ( Xerox copies ) in connection with the schedule below property to the Purchaser .

vii. The Purchaser shall be entitled to use exclusively and possess the said Flat/Shop bearing No. .... , on ..... Floor , more fully described in the schedule below but shall has no right , title and interest or other part of the said building “ ..... ” including its roof right which shall remain the property of the Seller/Builder .

6. That , the land more fully described in the schedule below is free from Sarba Sadharan , Puja Sthal , Sairat , Kabrasthan , Anabad Jharkhand Sarkar ( Govt. land ) etc. and also not comes under the provisions of C.N.T. Act 46 proviso ‘a’ ‘b’ and not violating the provisions of Indian Registration Act 22 ‘A’ of 1908 .

7. That , the Executant hereby declared that the above named Owner is still alive and the aforesaid G.P.A. is also yet not revoked .

**SCHEDULE “A”**

**( Description of the Land property )**

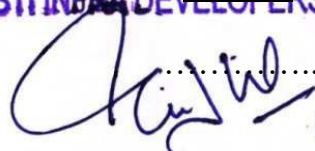
Mouza - ..... , P.S. .... , Ward No. .... , Thana No..... , District - Sub-Registry Office at ..... , District - .....

**Khata No.**

**Plot No.** SWASTI INFRA DEVELOPERS PVT. LTD.

**Area**

...../

  
DIRECTOR

.....

**Bounded by :-**

North :-  
South :-  
East :-  
West :-

**SCHEDULE "B"**

**(Description of the Flat property hereby transferred)**

A Flat/Shop bearing No..... , on the ..... Floor within the complex known as“ ..... “ , at ..... , measuring. Carpet area of .....Sq.ft. , with a car parking space and undivided proportionate share of land measuring .....Sq.ft. i.e. .... Decimals out of total area..... Decimals , within Mouza - ..... , P.S. .... ,Ward No. ...., Thana No. ...., under Old Khata No. ...., being Old Plot No. ....,District Sub-Registry Office at ..... , District - .....  
; **Holding No. ....**;

**Bounded by :-**

North :-  
South :-  
East :-  
West :-

Annual Ground Rent payable to the landlord the State of .....through the C.O. .... and other proportionate charge are payable to the complex authority/society .

**Identifier / Witness. 1.**

**Witness. 2.**

Read over and explained the contents to the executant who after admitting the contents is to be true and correct , put his hand my presence .

**MEMO OF CONSIDERATION**

<u>Cheque/D.D.</u>	<u>Dated</u>	<u>Name of Bank</u>	<u>Amount</u>
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

**( PHOTOGRAPH , SIGNATURE AND FINGER PRINTS OF VENDEE / PURCHASER )**

SWASTI INFRA DEVELOPERS PVT. LTD.  
  
DIRECTOR

( PHOTOGRAPH AND SIGNATURE OF IDENTIFIER )

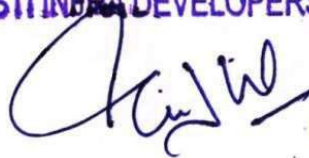
Certified that the parties whose photographs are affixed herewith is attested by me and the finger prints of all the parties have taken by me .

Typed by

Advocate / Deed Writer

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SWASTI INFRA DEVELOPERS PVT. LTD.

  
DIRECTOR