

DIVYANSH DWELLINGS PVT. LTD

Babulal Tiwary
Director

2

SALE DEED

As per Govt. Value : Rs. _____ /- only

THIS DEED OF SALE IS MADE ON THIS THE ____ DAY OF
'AUGUST' 2022 AT JAMSHEDPUR; BETWEEN:

1) (i) MR. BABULAL TIWARY, (PAN – ACPPT4301A and UID
No.XXXX XXXX 1215), son of Late Ram Kumar Tiwary, by faith
Hindu, by Caste General, by occupation Business, Nationality Indian,
resident of 99, Khawas Ji Ka Bagh, Pooja Apartment, G-1, Tonk

Road, Jaipur, Durgapura, Rajasthan – 302018 and presently residing at Sanjay Path, Dimna Road, Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin – 831012 and

(ii) **SMT. DEEPA BAGTY, (PAN – AJXPB1812H and UID No.XXXX XXXX 0715)**, wife of Sri Deepak Kumar Bagty, by faith Hindu, by Caste General, by occupation self employee, Nationality Indian, resident of Holding No.402, Sheo Mandir Line, Ulidih, Dimna Road, Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin -831012, hereinafter referred to as the **LANDLOWNERS/ SELLER NO.1;**

AND

2) **“DIVYANSH DWELLINGS PRIVATE LIMITED”, (PAN – AAICD3522D, TAN – RCHD02600D and GST No.20AAICD3522DIZE)**, a Company incorporated Under the Indian Companies Act. 1956, having its Office at Unit No.303, 3rd floor, Executive Block, Swarn Bhoomi, Sanjay Path, Dimna Road, Mango, P.O. & P.S. Mango, town Jamshedpur, District East Singhbhum, Jharkhand, represented through its **Directors namely:-**

(i) **MR. PREM KUMAR RAM, (PAN – AFTPR6869J and UID No.XXXX XXXX 9141)**, son of Shiv Narayan Ram, by faith Hindu, by Caste General, by occupation Business, Nationality Indian, resident of House No.449, Shiv Mandir Line, Behind Srijani Residency, Dimna Road, Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin – 831012;

(ii) **MR. BABULAL TIWARY, (PAN – ACPPT4301A and UID No.XXXX XXXX 1215)**, son of Late Ram Kumar Tiwary, by faith Hindu, by Caste General, by occupation Business, Nationality Indian, resident of 99, Khawas Ji Ka Bagh, Pooja Apartment, G-1, Tonk Road, Jaipur, Durgapura, Rajasthan – 302018 and presently residing at Sanjay Path, Dimna Road,

Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum, State of Jharkhand, Pin – 831012, hereinafter referred to as the **BUILDER/SELLER NO.2;**

(the expression Seller No.1 shall unless excluded by or repugnant to the subject or to the context mean and meaning thereof deemed to be themselves and include their respective heirs, successors, legal representatives, nominees and the expression Seller No.2 shall unless excluded by or repugnant to the subject mean and meaning thereof the said Company and includes its Directors their heirs, successors, assigns, legal representatives and successors-in-interest) of the **ONE PART;**

IN FAVOUR OF

- 1) _____, (PAN – _____ and UID No.XXXX XXXX _____), son/ wife/ daughter of _____, by occupation _____ and
- 2) _____, (PAN – _____ and UID No.XXXX XXXX _____), son/ wife/ daughter of _____, by occupation _____

Both by faith Hindu, by Caste _____, by Nationality Indian, both are _____ resident _____ of _____

_____ hereinafter referred to as the **PURCHASER/S** (which expression shall unless, excluded by or repugnant to the context, mean and include his/ her/ their heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the **OTHER PART.**

NATURE OF DEED:

SALE DEED

CONSIDERATION AMOUNT: Rs. _____/- (Rupees
 _____)
 only.

WHEREAS, the Seller No.1 above named, vide a registered Sale Deed, bearing Document No.2020/JSR/1873/BK1/1700, dated 07.07.2020, in Book No.BK1, Volume No.341, from Page No.105 to 210, registered at District Sub-Registry Office, Jamshedpur, purchased for valuable consideration amount, A piece and parcel of raiyati homestead land, measuring an area 11.38 Kathas or 18.8 Decimals, more or less, together with house and structures whatsoever standing thereon, measuring built up area 2700 Sq.ft., more or less, being in Portion of New Plot No.1277, recorded under New Khata No.214 of Mouza PURIHANSA, P.S. Sundernagar, Thana No.1183, Halka No.2, District Sub-Registry Office and Town Jamshedpur, District East Singhbhum, Pargana Dhalbhum, State of Jharkhand, more fully described in the Schedule 'A' below, from its previous lawful owners Tapan Kumar Sen and three others and since its purchase, the Seller No.1 have been in joint peaceful physical possession and occupation over the same, without any let, hindrance or disturbances from any person or concern and are the absolute, lawful and bonafide owners thereof, by exercising all acts of ownership thereto;

AND WHEREAS, later on, the above named Seller No.1, in order to further ensure their right, title and interest over the aforesaid purchased property, have mutated the same, in their joint names, vide **Mutation Case No.313/R27/ 2020-2021, Order dated 12.09.2020**, from the office of the Superior landlord, the State, through the Circle Officer, Jamshedpur and rent is being paid for the aforesaid property and obtained rent receipt in their joint names, entered in Register-II, Volume No.51, Page No.75;

AND WHEREAS, some time in the past aforesaid landowners **Mr. Babulal Tiwary**, son of Late Ram Kumar Tiwary and **Smt. Deepa Bagty**, wife of Sri Deepak Kumar Bagty ~~Smt. Mamta Choubey~~, the landowners/ Seller No.1 formed a Company incorporated Under the Indian Companies Act. 1956, having its Office at Unit No.303, 3rd floor, Executive Block, Swarn Bhoomi, Sanjay Path, Dimna Road, Mango, P.O. & P.S. Mango, town Jamshedpur, District East Singhbhum, Jharkhand, for the construction/ development works, under the name and style of "**DIVYANSH DWELLINGS PRIVATE LIMITED**" (builder, promoter & developer), the Seller No.2 above referred;

AND WHEREAS, the Seller No.1 **Mr. Babulal Tiwary and Smt. Deepa Bagty**, above referred, being desirous of constructing multi storied building consisting of flats, parking spaces, etc. over the aforesaid land, approached the builder (the Seller No.2) "**DIVYANSH DWELLINGS PRIVATE LIMITED**", which is carrying on Real Estate Development and Associated business, and accordingly a Development Agreement was executed between the Seller No.1/ landowners and the Seller No.2/ builder, promoter & developer, vide a registered Development Agreement, bearing Document No.2022/JSR/3895/BK1/3629, dated 02.08.2022, in Book No.BK1, Volume No.654, from Page No.221 to 392, registered at District Sub-Registry Office, Jamshedpur, for their terms and conditions contained therein and constructions of proposed multi storied building over the said land, more fully described in the schedule 'A' below;

AND WHEREAS, in conformity of the said Development Agreement, the Seller No.2 has developed the schedule 'A' land, after dismantling the existing structures and has constructed a multi storied building and parking space now known as '**DIVYANSH TOWER**', consisting of flats and parking spaces etc. over the same with provided common facilities and common utility as per the approved plan of the Competent Authority, with intent to sell/

transfer those flats and parking spaces etc. and together with undivided proportionate share of land in the schedule 'A' land to such person or persons who would agree to acquire them on the terms and conditions laid down for the same;

AND WHEREAS, the present purchaser/s in response to the offer made by the Sellers and also being satisfied with the title and ownership of the Sellers and in conformity of the terms, the purchaser/s has/ have been fixed for it and agreed to purchase **one Residential Flat bearing Flat No. _____ on the _____ floor** of the multistoried building known as "DIVYANSH TOWER", situated at Near Railway Crossing, Sundernagar, P.S. Sundernagar, Jamshedpur, **having super built up area _____ Sq.ft.**, including **one _____ parking space, more fully described in the Schedule 'B' below** together with undivided proportionate share of land over the Schedule 'A' below land;

AND WHEREAS, in pursuance of the agreement between the Sellers and the Purchaser/s, the sellers above named have agreed to execute and register a Sale Deed in favour of the present Purchaser/s in respect of the said **Flat No. _____, on the _____ floor**, more fully described in the Schedule 'B' below together with undivided proportionate share of land in the Schedule 'A' below land and right to use other common facilities and amenities provided therein in the said "DIVYANSH TOWER", situated at Near Railway Crossing, Sundernagar, P.S. Sundernagar, Jamshedpur.

NOW THIS DEED OF SALE WITNESSETH:

- 1) THAT, in pursuance of the above agreement and in consideration of the said sum of **Rs. _____/- (Rupees _____)** only, paid by the

purchaser/s to the Sellers, **details given in Mode of Payment, herein below mentioned**, the receipt of which sum the Sellers hereby admit and acknowledge as full, final and highest consideration of the schedule 'B' below property, the Sellers by these presents do hereby absolutely sell, convey, transfer the all that property in favour of the purchaser/s by this deed of sale TO HAVE AND TO HOLD the same unto the purchaser/s, his/ her/ their heirs, successors together with all right, title, interest, possession, privileges advantages, common services etc without any interruption from the side of the Sellers or any person or persons claiming under them.

2) THAT, the Sellers have delivered possession of the schedule below property to the purchaser/s and from this day the purchaser/s will possess and enjoy the same as absolute owner/s in all possible ways with power to dispose of the same by way of Sale, Gift, Mortgage or any other way whatsoever in manner he/ she/ they like/s and the purchaser/s shall be at liberty to get his/ her/ their name/s mutated in the office of the landlord and pay rent and other charges for the same in his/ her/ their own name/s.

3) THAT, from this day all the right, title, interest and possession of the Sellers in the schedule below property will cease to exist and will vest unto the purchaser/s. The property hereby conveyed by this deed of sale is free from all encumbrances, charges, lien, lispensens, attachments etc.

4) THAT the purchaser/s will pay the proportionate ground rent, maintenance charges and proportionate electricity charges for the common area as per reading of the common meter to the in charges authority and/or owner's Association of the Apartment.

- 5) THAT the purchaser/s shall pay the electricity charges according to the meter reading exclusively in respect of the schedule below residential flat.
- 6) THAT the purchaser/s shall not store or keep the prohibited articles and/or articles which are like to effect the construction/structures of the said building.
- 7) THAT the purchaser/s shall not decorate the exterior of the building otherwise than in manner agreed by the complex authority or owners of the Apartment.
- 8) THAT the purchaser/s shall not claim any right, title or interest over and in respect of the roof of the building. However the purchaser/s may use the roof without causing any damage of the roof and/or any hindrance or obstruct to other purchasers and occupants of the said building.
- 9) THAT, the Purchaser/s shall be liable to pay the GST or any other tax etc., to the concerned authorities, if levied or made applicable, in future, with respect to the schedule 'B' below property and the sellers/ Builder reserves the right to recover such charges from the purchaser/s, if such duties are charged to his/ her/ them.
- 10) THAT, the Sellers have not charged or transferred the schedule 'B' below property in any way to any one else and if for any defect of title or possession, the purchaser/s suffer/s any loss, then the Sellers will be liable to compensate such loss of the purchaser/s.
- 11) **THAT THE SELLERS HEREBY ASSURE THE PURCHASER/S AND COVENANT :-**

- i) that the Sellers are the lawful owners of the aforesaid property and as such it/ they is/ are fully entitled to convey the same.
- ii) that the Sellers hereby agree to save harmless and keep the Purchaser/s free from and against all losses, damages and cause which may be sustained or incurred by reason of any claim being made of any arrear due thereof or due to any defect in the title of the Sellers.
- iii) that the property hereby described in the Schedule 'B' below is free from all encumbrances, liens or charges and attachments of any kind whatsoever.
- iv) that the Sellers hereby assure the Purchaser/s to execute, at the cost of the Purchaser/s any further documents as may be necessary, to more perfectly ensure the ownership and possession of the Purchaser/s over the Schedule 'B' below property.

12) **THAT THE PURCHASER/S HEREBY DECLARE/S AND COVENANT/S:**

- i) to hold, occupy and enjoy the demised flat as per rules and regulations of the complex Society, time being enforce and as shall be amended from time to time.
- ii) to maintain and manage the said schedule below flat at his/ her/ their exclusive fund and management.
- iii) to use and hold the premises, for residential purpose only and not to convert the flat into an industry or other purpose.

- iv) not to use and hold the flat in such a manner so as to damage or injure the adjacent or neighboring flats of the said complex.
- v) not to store or stack any materials or waste in the common areas including the stair ways, but such space or spaces shall remain open and vacant for the free movement of all occupants of the said complex.
- 13) THAT, the Sellers have delivered Xerox copies of the relevant documents in connection with the Schedule 'B' below property, to the Purchaser/s.
- 14) That the **Car/ Scooter Parking space**, shall be used for parking purposes only. No construction/ alteration of any kind in allowed at any time in future.
- 15) THAT, the Schedule 'B' below property is situated at Branch Road.
- 16) That the name of the Complex shall be "**DIVYANSH TOWER**".

SCHEDULE : 'A'

(Description of the entire land)

ALL THAT piece and parcel of raiyati homestead land, **measuring an area 11.38 Kathas or 18.8 Decimals, more or less**, together with house and structures whatsoever standing thereon, measuring **built up area 2700 Sq.ft.**, more or less, being in Portion of **New Plot No.1277**, recorded under **New Khata No.214** of **Mouza PURIHANSA**, P.S. Sundernagar, Thana No.1183, Halka No.2, District Sub-Registry Office and Town Jamshedpur, District East Singhbhum, Pargana Dhalbhum, State of Jharkhand;

which is bounded by:

North : Portion of Tapan Kumar Sen;
South : Alley then Surjan Singh;
East : Surjan Singh;
West : Road.

SCHEDULE : 'B'

(Description of the property to be transferred)

ALL THAT residential FLAT bearing No. _____ on the _____ floor, having **Super Built up area** _____ Sq.ft., consisting of Bed rooms, drawing cum dining space, kitchen, Toilet/ bath, balcony etc., within the multistoried building known as "DIVYANSH TOWER", situated at Near Railway Crossing, Sundernagar, P.S. Sundernagar, Jamshedpur, together with undivided and unmarked proportionate share of land **measuring** _____ Sq.ft., in the Schedule 'A' above land and including **one** _____ **parking space at the parking area of the complex** and right to common use of stair case, common landing, lift, right of ingress & egress, other common services, amenities, easements etc. being provided in the said multistoried building,

Boundary of the Flat is as follows :

North :
South :
East :
West :

Annual ground rent payable to the landlord, the State of Jharkhand, through the C.O., Jamshedpur.

Note : The photocopy of **Building Permit No.** _____, **dated** _____ and Building Plan, issued from C.O., Jamshedpur, are annexed herewith.

IN WITNESS WHEREOF, the Sellers have hereunto set their respective hands on this deed of sale, on the day, month and year first above written.

Read over and explained the contents of this Deed to the Sellers and they have admitted the same to be true and correct.

Advocate.

WITNESSES:

1.

2.

Printed by:

Jsr. Court.

Drafted by:

Advocate, Jsr. Court.

PHOTOGRAPHS, SIGNATURE AND FINGER PRINTS
OF THE PURCHASER/S

Certified that the fingerprints of the left hand of each person, whose photograph is affixed in the document, have been obtained by me or before me.

Advocate.

Mode of Payment

The Purchaser/s has/ have paid the total consideration amount of Rs. _____/- (Rupees _____) only, to the Sellers, in the following manner :-

<u>Date</u>	<u>Mode</u>	<u>Amount (in Rs.)</u>
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Total : _____/- only.

(Rupees _____) only.