

SALE DEED

THIS SALE DEED IS MADE ON THIS THE DAY OF JANUARY 2023 , HERE AT SERAIKELLA ;

By :-

(1) M/S PATO CONSTRUCTION COMPANY, a proprietorship Company , having its Registered office at soap no – 1204, M.P.Complex, Main Road, Adityapur , P.S. Adityapur , District - Seraikella-Kharsawan , State of Jharkhand , (PAN- CZTPM4225P) ; represented by **MR. ARNAV MUKESH** (UID No. - **** * 0541) son of Sri Mukesh Kumar , by Caste - Bania , by Faith - Hindu , by Nationality - Indian , by Occupation - Business , resident of 8th floor ,M.P.City, Tata-Kandra Main road, Sridungri, Adityapur , P.S. Adityapur , District - Seraikella-Kharsawan , State of Jharkhand , for self and constituted Attorney for :

Pato Construction Company

Arnav Mukesh
Proprietor

(2) MR.MANOJ KUMAR CHOUDHARY son of MR.BANWARI LAL CHOUDHARY , by Faith - Hindu , by Nationality - Indian , by Occupation - business , resident at 134A,Jail road, Bajrang chowk,ward no-1, Seraikella, P.O. & P.S.- Seraikella , District - Seraikella-Kharsawan , State of Jharkhand , vide General Power of Attorney No. IV 203 (Sl.No. 2960), dated 20.07.2023 , registered in the office of the District Sub-Registrar at Seraikella , and here-in-after called the "VENDORS" of the **ONE PART** ;

IN FAVOUR OF

MR..... son of Mr. , by Caste - , by Faith -....., by Nationality - , by Occupation - , resident of , P.O. & P.S. , District - , State of....., PIN-..... , here-in-after called the "PURCHASER" of the **OTHER PART** ;

PAN - & UID No. -

NATURE OF DEED : SALE DEED .

CONSIDERATION AMOUNT : Rs. (Rupees.....) Only ;

GOVT. VALUE : Rs. (Rupees.....) Only

In this Sale Deed the following expressions unless repugnant to the context shall have the meaning assigned there to ;

a/ The Vendors mean the said (1) M/S PATO CONSTRUCTION COMPANY /(2) Mr. Manoj Kumar Choudhary includes its their heirs , partners , successors-in-office , representatives , administrators , nominees , attorney and assigns ;

b/ The Purchaser means the said MR..... son of Mr., includes his heirs , successors , administrators , legal representatives , nominees and assigns ;

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Proprietor

c/ The Immovable property means ALL THAT residential flat admeasuring approximately -----Sq.ft. (Super Built-up), bearing Flat No.----- on the ---- Floor , and ---- Car parking Space in the parking area , within the apartment and premises commonly known as " SRI RAM HEIGHTS " at , Seraikella, along with undivided proportionate share of land measuring ----- Sq.ft. , being in portion of Plot Nos. 13 , under Khata Nos. 40 , of Mouza Gudiadih , recorded under Survey Ward No. 10(Old) 2 (New) , , Seraikella, P.S. Seraikella, Thana No.298, District - Seraikella-Kharsawan , District Sub-Registry Office at Seraikella-Kharsawan , State of Jharkhand , and all its advantages , privileges , common utility , services , amenities etc. more specifically described in the Schedule "B" hereunder written , is the subject matter of this Sale Deed , out of the entire building premises/Apartment more specifically described in the Schedule "A" hereunder written ;

WHEREAS , all that piece and parcel of land measuring 0.09 Acre or 92 decimals, being in portion of Plot No.13 , under Khata No. 40 , of Mouza – Gudiadih, recorded under Survey Ward No. 10 (Old) 2 (New). Seraikella , P.S. Seraikella, Thana No. 298 , District - Seraikella-Kharsawan , District. - Sub-Registry Office at Seraikella-Kharsawan , State of Jharkhand , was purchased and acquired by the Vendor No. 2 hereof namely Manoj kumar choudhary, son of Shri. Banwari lal choudhary , against the valuable consideration by virtue of registered Sale Deed No. 1942 (SI no-1950) , dated 24.03.2011 and rectification sale Deed no 4095 (SI no 4111) dated 08.06.2011, registered at Seraikella , and while in possession he got the same mutated in his own name vide order passed in Mutation Case No. 234/2011-2012, by C.O. Gamharia , which is earlier recorded in Register II , under the Volume No. 1 and Page No. 18 ;

AND WHEREAS , the Seller/Builder above named M/S Pato Construction Company , Proprietership firm after acquisition of land above mentioned through , vide registered G. P. A. No. IV-203/2960 , dated 20.07.2023 , registered in the office of District Sub-Registrar Office at Seraikella, granted by the above named vendor and accordingly the said seller/Builder has constructed commercial /residential flat thereon in the name and style of " SRI RAM HEIGHTS" at Seraikella and empowered to sell the flats.

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AND WHEREAS , all that piece and parcel of land measuring 92 decimals being in portion of Plot No. 13 , under Khata No. 40 , of Mouza - Gudiadih , recorded under Survey Ward No. 10 (Old) 2 (New). Seraikella , P.S. Seraikella, Thana No. 298 , District. - Seraikella-Kharsawan , District. Sub-Registry Office at Seraikella , State of Jharkhand , was purchased and acquired by the Vendor No. 2 hereof namely Manoj kumar choudhary, son of Shri.Banwari lal choudhary , against the valuable consideration by virtue of registered Sale Deed No. 1942 (SI no-1950) , dated 24.03.2011 and rectification sale Deed no 4095 (SI no 4111) dated 08.06.2011, registered at Seraikella , and while in possession he got the same mutated in his own name vide order passed in Mutation Case No. 234/2011-2012, by C.O. Gamharia , which is earlier recorded in Register II , under the Volume No. 1 and Page No. 18 ;

AND WHEREAS , the Seller/Builder above named **M/S Pato Construction Company** , Proprietorship firm after acquisition of land above mentioned through , vide registered **G.P.A. No. IV-203/2960** , dated 20.07.2023 , registered in the office of District Sub-Registrar Office at Seraikella, granted by the above named vendor and accordingly the said seller/Builder has constructed commercial /residential flat thereon in the name and style of "**SRI RAM HEIGHTS**" at Seraikella and empowered to sell the flats.

AND WHEREAS , the Vendors also obtained the permission for construction of a multistoried building from the Seraikella Nagar Panchayat , Seraikella vide Building Permit No.SNPC/BP/0025/W02/2023, dated 20.06.2023 and after obtaining the permission the Vendor No. 2 constructed a multistoried building consisting of Shoaps/Flats , parkings and other units and named the same as "**SRI RAM HEIGHTS** " at Seraikella , by amalgamating both the adjacent lands aforementioned fully described in the Schedule "A" hereunder written .

AND WHEREAS , on being approached by the Purchaser the Vendor/s was/were pleased to allot one residential flat premises within the aforesaid "**SRI RAM HEIGHTS** " at Seraikella more fully described in the Schedule "B" hereunder for a full, final & highest consideration amount of **Rs./= (Rupees) Only** and also agreed to execute and register a proper Sale Deed in favour of the Purchaser for the said flat on the following terms and conditions.

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NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-

01). That in pursuance of the above agreement and inconsideration amount of Rs./- (Rupees.....) Only paid by the PURCHASER to the VENDOR , in the manner described in the MEMO OF CONSIDERATION , the receipt whereof the said sum hereby acknowledge as full and final consideration amount , having been received against ABSOLUTE AND OUTRIGHT sale and transfer of the said flat , Car parking space, undivided share of land, more fully described in the Schedule "B" below, to the PURCHASER , the VENDOR by these presents hereby confirms the sale, convey, transfer , grant , deliver and assign unto the PURCHASER ALL THAT residential flat , described in the Schedule "B" below , together with all right , title , interest , privileges , advantages , common services , common staircase , landing , ingress and egress , lift facility , thereon TO HAVE AND TO HOLD the same without any interruption/disturbances from or by the VENDOR including any person/s claiming under or in trust of them , or from any predecessors in the title of Schedule "A" property .

02). That the VENDOR on receipt of full and final consideration amount from the PURCHASER have delivered actual possession of the Schedule "B" below property , other common services , utility-services , amenities to the PURCHASER and the PURCHASER will hold , enjoy and possess the same as LAWFUL OWNER in the eye of law, with full powers to convey , transfer , alienate , lien , mortgage , assign and/or let out the same or part thereof and/or any manner the PURCHASER likes and that the VENDOR and/or other flat owners shall have no right to give any objection for the same and/or to such transfer .

03). That the VENDOR hereby under takes , confirms and covenants with the PURCHASER as follows :

a) That he/they is/are the absolute owner/s and possessors of the Schedule "A" property with clear marketable title and the VENDOR is legally entitled to convey, transfer and assign the Schedule "B" below flat in favor of the PURCHASER for which there is no impediment or restriction in law .

b) The VENDOR hereby agrees that the PURCHASER herein during occupation in the Schedule "B" below flat , shall or may transfer , dispose , mortgage , alienate , lien or let out and/or execute leave and license to one or more party or parties at PURCHASER's discretion , for which the VENDOR , his attorney and/or other legal heirs and successors claiming through him shall have no objection to it .

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- 04). That after taking possession of the Schedule "B" below flat the PURCHASER shall be liable to be abide by rules and regulations of the Government , Authority , Committee constituted by the flat Owners , if any and the terms and conditions mentioned in this deed and shall also be liable to pay services taxes , all the relevant taxes and fees , pay proportionate land revenue for the proportionate undivided share in the land mentioned hereinabove in respect of the flat as fixed by the Government from the date of execution and registration of the Sale Deed in respect of the Schedule "B" below flat .
- 05). That all right , title , interest , ownership and claim of the VENDOR in respect of the aforesaid residential flat morefully described in the Schedule "B" below have vested absolutely unto the PURCHASER.
- 06). That the said flat shall be used and occupied by the PURCHASER, his successors , assigns , legal representatives and/or legal heirs , notwithstanding anything contained therein the PURCHASER shall has full and absolute right to use the said flat by the PURCHASER or family members or successors , assigns only for residential purpose .
- 07). That the PURCHASER shall be liable to bear proportionate share of responsibility or liability , arising , occurring in pursuance of or in connection with the common facilities and amenities like common electricity , lift maintenance , water charges , ground rent etc. in the said apartment .
- 08). That the PURCHASER shall be liable for electricity consumption in respect of the Schedule "B" below flat and for such purpose a separate meter has been installed for recording such consumption .
- 09). That the PURCHASER will share responsibility as also the facility for the common facilities and amenities collectively with the remaining PURCHASERS of the remaining flats in the said building .
- 10). That the PURCHASER shall not make or permit to be made structural alteration in/or addition to the said flat .
- 11). That the PURCHASER shall not do or suffer anything to be done in the said flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the remaining occupants of the said apartment or the adjacent neighbors nor shall use the said flat for any immoral/illegal purpose .
- 12). That the PURCHASER shall has to use the common passage , staircase , lifts in the said apartment and/or common amenities and/or facilities along with other remaining occupants of the said apartments .
- 13). That the PURCHASER will pay Water & electricity charges in respect of his flat as per his consumption and separate sub-meter reading or to be fixed by the concerned authority .

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THAT THE PURCHASER HEREBY DECLARES & COVENANTS :-

a/ that the PURCHASER shall not claim any right, title or interest over and in respect of the roof of the building and the roof right exclusively belong to and shall be with the VENDOR/S herein . However the PURCHASER may use the roof with the permission of the VENDORS , without causing any damage of the roof and/or any hindrance or obstruct to other purchasers and occupants of the said building .

b/ not to throw dirt rubbish , rags or other refuse or pursuit the same not be thrown on the roof , stock gutters , rain water pipes , drains, landings , staircase , soil pipes , main entrance , passage , parking space or such other portion of the apartment which is generally used or enjoyed by the PURCHASER in common with the Owners or occupants of the other flats. The exterior portion of the flat shall not be decorated otherwise than in manner agreed to by a majority jointly of the flat owners .

15). That the PURCHASER shall use the flat for residential purpose only .

16). That prior to sell and execution of this Deed of Sale , the VENDOR has not conveyed or delivered or sold or transferred the said residential unit to any other party or person and same is free from all encumbrances , charges and liens .

17). That the PURCHASER or any occupants of the said building shall not use and/or repair his/their respective flats in such a manner so as to damage or injure the neighboring flats and/or any portion and/or remaining part of the said building .

18). That the PURCHASER and other occupants of the said building premises shall extend their full co-operation in keeping the building premises clean , healthy , neat and in good sanitary condition .

19). That the PURCHASER will and shall maintain the said flat properly and shall keep the same in good condition , so that it may not cause any danger and/or prejudicially affect the other flats/units of the said building .

20). That the Purchaser after examining all relevant documents related with entire lands and building and also after inspecting the structure got fully satisfied and then accepted possession of the said flat at his own satisfaction . The parties include their legal heirs and persons claiming under or interest of them shall be bound by the terms and conditions of this Sale Deed .

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Proprietor

SCHEDULE 'A'

(Description of the complete premises)

Within the District - Seraikella-Kharsawan , District Sub-Registry Office at Seraikella, Mouza - Gudiadih , recorded under Survey Ward No. 10 (Old) 2 (New). Seraikella , P.S. Seraikella, Thana No. 298 , State of Jharkhand , being in ;

<u>Khata Nos.</u>	<u>Plot Nos.</u>	<u>Area measuring</u>
40	13 (portion)	92 Decimals

Total : 92 Decimals of Raiyati Land ;

Bounded by :-

North by : Road .
South by : Portion of Plot no 13 .
East by : Plot no 14.
West by : Road and portion of Plot no 13.

SCHEDULE "B"

(Description of the flat hereby sold , as above referred)

A Residential Flat bearing **Flat No.-.....** , on the **Floor** , admeasuring an area approximately **Sq.ft.** (Super Built-up) with Car Parking Space in the parking area , within of the Building known as "**SRI RAM HEIGHTS** " , at Seraikella, along with undivided proportionate share of land measuring an area **Sq.ft.** i.e **Decimals** out of the total land described in Schedule "A" above , together with all rights and interest in the common areas , right to ingress and egress ;

Bounded by :-

North :
South :
East :
West :

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NOTE :- The aforesaid land does not fall under the purview of the Chottanagpur Tenancy Act and the None of the Vendors are members of S.C. , S.T. , O.B.C. or any other backward class or caste and not violating the provisions of Indian Registration Act 22 "A" of 1908 .

IN WITNESS WHEREOF the VENDOR has signed this Sale Deed today at Seraikella , on the date aforementioned .

The PURCHASER has subscribed his signature and agreed to comply, honour and abide by all terms of this Sale Deed .

WITNESSES :-

1.

Photograph & Signature of the Identifier

2.

Pato Construction Company

ARNAV MEHRA

Proprietor

Drafted by:

ADVOCATE/DEED WRITER

(PHOTOGRAPH , SIGNATURE AND LEFT HAND FINGERS PRINTS OF THE PURCHASER)

Certified that the fingers prints of each person whose photograph have been affixed in this document have been obtained by me/before me .

ADVOCATE/DEED WRITER.

SERAIKELLA .

Pato Construction Company
Appar mukesh
Proprietor