

SALE DEED

This Sale Deed is made on this the day of March, 2024 at
Jamshedpur;

BY

1. **MR. SANJAY CHOWDHURY** (UID NO.- XXXX XXXX 3470,
PAN NO.- AMQPC0520P).
2. **MR. SANJEEB CHOWDHURY** (UID NO.- XXXX XXXX 8587,
PAN NO. AMQPC0523Q), both Son of Late Kisto Chowdhary.
3. **MR. NIMAI CHOWDHURY** (UID NO.- XXXX XXXX 9539, PAN
NO.- ABUPC9514A).
4. **MR. TRIVANGA CHOWDHURY**, (UID NO.- XXXX XXXX 7042,
PAN NO.- ABUPC9513H).
5. **MR. BASANTA CHOWDHURY** (UID NO.- XXXX XXXX 2607,
PAN NO.- AARPC7670D).
6. **MR. HEMANTA CHOWDHURY**(UID NO.- XXXX XXXX 6175,
PAN NO. AARPC7672B),

All Sons of Late Panchanan Chowdhury, all by Religion Hindu,
by Caste- OBC Non CNT, by Occupation- Cultivation, all
residents of Diman Basti, Near Shiv Mandir, P.O.- M.G.M.
College, Mango, P.S.- Mango, Town- Jamshedpur, Dist.- East
Singhbhum, represented by his duly constituted Attorney **Mr.**
Vikash Kumar (PAN NO. ACTPK7066K, UID NO.- XXXX XXXX
8146), Son of Shri Shivjee Singh, by religion Hindu, by
Nationality Indian, by occupation Business, resident of Dimna

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FOR SHREEMADHAV CONSTRUCTION
Vikash Kumar
MANAGING PARTNER

Road Mango, P.O. & P.S.- Mango, Town- Jamshedpur, Dist.- East Singhbhum, through registered General Power of Attorney bearing Deed No.-..... Datedregistered at District Sub Registration Office, Jamshedpur.

7. **SHREEMADHAV CONSTRUCTION**, A Partnership firm having PAN No. ADVFS0819F, having its registered office at Shop No.-6, Madhusudhan Devendra Lok, Dimna Road Mango, P.S.- Mango, Town- Jamshedpur, Dist.- East Singhbhum, represented by this managing Partner namely Shri Vikash Kumar (UID NO.- XXXX XXXX 8146, PAN No. ACTPK7066K) Son of Shri Shivjee Singh, by religion Hindu, by Nationality Indian, by caste- General, by occupation Business, resident of Shivjee Singh, building, Dimna Road, Mango, P.S.- Mango, Town-Jamshedpur, Dist.- East Singhbhum, Jharkhand, hereinafter called the **VENDORS**; (Which expression unless repugnant to the context shall mean and includes their legal heirs, successors, representatives, administrators and assigns) **OF ONE PART**;

IN FAVOUR OF

1. Son of
2. Wife of

Both by religion Hindu, by Nationality Indian, by occupation No.-1, Service/ Business, No.-2 Both residents ofP.S..... Dist.-..... Jharkhand, hereinafter called the **PURCHASERS**; (which

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expression unless repugnant to the context shall means and includes their legal heirs, successors, representatives and assigns) of **OTHER PART**;

Nature of Deed :- Sale Deed

Consideration Amount :- Rs.

Including Service Tax/GST :

Government Value : Rs...../-.

WITNESSETH AS FOLLOWS:

Whereas, the Venders are lawful owners of the residential flat bearing Flat No. area, measuring sq. mtr. Super Built up area and Carpet area ... sq. mtr. in the Floor and a Car Parking space in the basement / ground floor of the building commonly known as "**MADHAV COMPLEX**", standing over the land bearing Plot No.- 1882 recorded under Khata No.- 309, situated at Mouza- Dimna, Ward no.-9, Thana No.- 16412, P.S.- Mango, Town-Jamshedpur, Dist.- East Singhbhum, Jharkhand;

And Whereas, the Vendors No.-1 to 6 being the absolutely owner of all that piece and parcel of land measuring 36 decimals out of 45 decimals being portion of New Plot No.- 1882, Under New Khata No.- 309, situated at Mouza- Dimna, Ward No.-9, Thana No.- 16412, P.S.- Mango, Town-Jamshedpur, Dist.- East Singhbhum, Jharkhand, morefully described in the schedule 'A' below;

And whereas, the aforesaid land described in schedule 'A' below Originally belonged to one Panchanan Chowdhury, since

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deceased, who had been in possession over the said land till his death, who died in the year 1990 upon the death of said Panchanan Chowdhury the entire aforesaid land vested to and devolved upon his five sons namely Kisto Chowdhury since deceased and remaining four sons namely Nimai Chowdhury, Trivanga Chowdhury, Basanta Chowdhury and Hemanta Chowdhury being his legal heirs. Subsequently the elder son Kisto Chowdhury Son of Late Panchanan Chowdhury expired in the year 2015 leaving behind his two sons namely Shri Sanjay Chowdhury and Shri Sanjeeb Chowdhury as his legal heirs with respect to his undivided share of land and immovable property and all of them have inherited the land as his legal heirs at Late Panchanan Chowdhury and Kisto Chowdhury and Partitioned the property by meet and bounds and subsequently got their names mutated in the records of the superior landlord through the office of Learned C.O. at Mango, Jamshedpur vide Mutation case No.- 2111/R-27 for the year 2018-19 vide order dated 18.02.2019 and the Vendors No.- 1 to 6 have been in possession over the entire lands as joint owners to the knowledge of all without any interruption, objection or impediment from or by any corner and on payment of due ground rent and other taxes to the concerned authorities with respect to the land described in the Schedule 'A' below and obtained receipt thereof;

And Whereas, the Vendors No.-1 to 6 are desirous to develop the aforesaid land and construct Multistoried Building and/or building project over the aforesaid land described in the schedule

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'A' below through reputed builder and accordingly the vendor No.- 1 to 6 have entered into registered development Agreement with the Vendor No.-7, bearing Deed No.- 2023/JSR/3508/BK1/3266 dated 07.07.2023, registered at District Sub Registration Office Jamshedpur for development and construction of multistoried building over the aforesaid land described in the schedule 'A' below obtained as per approved plan from Notified Area Committee, now Mango Nagar Nigam and other Competent authorities on the terms and conditions mentioned therein.

And Whereas, after the aforesaid development Agreement dated 07.07.2023 the vendor No.-7 as per the terms of the aforesaid development Agreement started making construction of Multistoried building over the aforesaid land consisting of residential complex commonly known as "MADHAV COMPLEX";

AND WHEREAS, the Vendors have proposed and advertised for disposing of the Independent Flat/ units/parking spaces etc. other common utilities services and having come to know the intention of the Vendors, the purchasers have offered the Vendors to purchase ALL THAT Residential Flat bearing Flat No. area measuring..... Sq. (S.B.A) in the Floor, along with one car parking space in the basement/ ground floor including undivided share of the said land measuring Sq. or decimal within the said multistoried building commonly known as "MADHAV COMPLEX" together with use of the common passage,

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lift, stair case, landing area etc and the Vendor have accepted the proposal of the Purchasers and accordingly a buyers agreement has been entered into between the Vendors and Purchasers and has agreed to transfer the same more fully described in the Schedule "B" below for a total consideration of Rs..... (Rupees) Only including Service Tax / GST.

AND WHEREAS, the purchasers above named in response to the offer made by the Vendors after going through all the relevant documents related to the aforesaid building, the building plan, common specifications and being satisfied with the right, title and interest of the seller on the said holding including right of the Vendors to construct units on it and further after inspection the said building accepted the offer and agreed to purchase a **Residential Flat bearing Flat No., area measuring sq. (S.B.A) in the Floor** along with one Car parking space in the basement/ ground floor including undivided share of the said land measuring sq. or decimal within the said multistoried building commonly known as "**MADHAV COMPLEX**" morefully described in the schedule "B" below for a total consideration of Rs./- (Rupees) Only including service Tax/ GST.

AND WHEREAS, in furtherance to aforesaid offer and acceptance of the purchasers, the purchasers have, paid entire

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consideration amount of schedule "B" below properties in different installments as per the terms between the parties.

AND WHEREAS after completion of the entire construction works of the multistoried building consisting of several residential units/shops/office spaces/commercial spaces/parking spaces etc. as per the building plan, which is now known as "MADHAV COMPLEX", which is part of the Schedule "A" below land, and after the receipt of entire consideration amount from the purchasers as aforesaid as per their agreed terms in favour of the purchasers.

AND WHEREAS, the purchasers have inspected the said multistoried building, morefully described in Schedule "B" below after completion of constructions etc. with its facilities and utilities and being satisfied with them, requested the Vendors to execute and register a proper deed of transfer/ sale deed in favour of the Purchasers by way of sale in respect of the property morefully described in the Schedule "B" below and the Vendors have also agreed to execute and register a proper sale deed in favour of the purchasers.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of the above agreement and in consideration amount of Rs./- (Rupees) Only including Service Tax/ GST paid by the Purchaser to the Vendors through cheques/RTGS/Transfer in different dates, the receipt of

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which sum the Vendors hereby admits and acknowledges as full and final consideration of the schedule "B" properties, the Vendors by these presents do hereby absolutely and forever sell, convey, transfer the all that properties described in the schedule "B" below together with all right, title, interest, privileges, advantages, common services etc. therein in favour of the purchasers by this deed of sale TO HAVE AND TO HOLD the same unto the purchasers their heirs, successors together with all right, title, interest and possession without any interruption from the side of the Vendors or any person claiming through it/them.

2. That, the Vendors have handed over formal possession of Schedule "B" below property to the purchasers and from this day the purchasers will possess and enjoy the same as absolute owner in all possible ways with power to dispose of the same by way of sale, gift, mortgage or any other way whatsoever in manner they like.

3. That, after taking possession of the schedule "B" below property, the purchasers shall not be entitled to make any claim regarding any items of work, the material used for construction etc. and that Vendors shall not be liable for any claim whatsoever for the same or for any other such claims.

4. That the purchasers shall be liable to contribute proportionate expenses for the purpose of repair/maintenance of entire building/other common part of the complex etc. and such payments shall be made to the society formed by the purchasers of aforesaid

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building commonly known as "MADHAV COMPLEX"/ Consultancy or person specially appointed for the purpose of unit owners of the said complex, maintenance expanses shall include Municipal Tax, Water Charges, Salaries payable to sweepers, security, liftman, care taker, sewerage, cleaning, other staffs if any, paintings, cost towards Electrical installations, electricity and maintenance charges for the lift/ fire fighting equipments occupied unit as per electric meter reading as well as common electric charges or other expanses which may be directly concerned to the said complex and the purchasers shall abide by the rules/norms as framed by the aforesaid committee of unit owners of the complex. Further the purchasers shall be liable to pay the GST/Service Tax and any other Taxes etc. to the concerned authorities, if levied or made applicable in future with respect to the schedule "B" below property and the Vendors reserve the right to recover such charges from the purchasers, if such duties are charged to them.

5. That the purchasers shall not claim any right, title, interest over and in respect of the roof and/or sky right of the building and roof exclusively belongs to the Vendors.

6. That, the purchasers shall not store or keep any prohibited offensive combustable, Inflammable, obnoxious, hazardous articles which are likely to affect the construction/structure of the building or its part and further they shall not decorate the exterior of the building otherwise then in such manner agreed by the association of

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unit owners. Also the purchasers shall not place or cause to be placed any articles or thing show cause, cartoons, signboards, neon boards or things in the common parts of the said building or the said land so as to obstruct the other portion of the said building in its ingress and egress to and from its respective portions and to carry dangerous, hazardous, illegal or Immoral activity in the said premises or the common part of the building.

7. That the Vendors have delivered free and peaceful possession of said residential unit and parking space described in the Schedule 'B' below and the purchaser has duly acknowledge/s taking delivery of possession of the same on full satisfaction with common right in the staircase, ingress and egress, right in corridor, common landing use of lift with other purchaser.

8. That the right, title, interest and possession with respect to the said Schedule 'B' below premises have vested absolutely unto the purchasers and the purchasers shall hold, enjoy and possess the same.

9. That the purchasers undertake to pay regularly and punctually by the 10th of each month to the recognized society association of owners in their proportionate share which may be decided in the matter of cost of lighting and illuminating the passage, staircase, lift and other common parts of the building together with the maintenance charges in equal along with other unit holders of the said building / complex and pay municipal charges ground rent in

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proportionate to the super built up area as may be assessed by N.A.C. Municipality or other authority and other taxes and charges which are payable and may be levied in future by N.A.C, Municipality, State Govt. or any other authority or authorities also in proportions to the super built up area as used by the purchasers.

10. That the purchasers shall pay electricity charges according to the meter reading installed in the common meter room in respect of electric energy which will be consumed by the said purchasers and the purchasers shall also pay the proportionate water charges as well as generator charges if installed including its maintenance as may be fixed by the recognized society / association of owners of the unit/s.

11. That the purchasers shall not store in the said residential unit any prohibited article or any articles which are likely to effect construction / structures of the said building.

12. That the Vendors do hereby deliver to the purchasers all evidence and writing relating to the possession and custody of the schedule "B" premises/ residential unit and/or any person claiming under it do hereby covenant with the purchasers that the Seller/Vendor is lawfully seized and possessed the schedule "B" premises/ residential units is free from all encumbrances and it has absolute authority to convey the schedule "B" premises/ unit in the manner aforesaid.

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13. That the purchasers shall have right to the peaceably and quietly possess and enjoy the schedule "B" premises/ residential unit or through tenants or assigns or relatives without any claim, permission or demand or hindrance whatsoever either from the Seller/Vendor or from any person claiming from or under them.

14. That the Purchasers after taking possession of the said residential unit shall be liable to be abide by rules and regulation of the Government, Authority, Committee, constituted by the owner/s, if any and the terms and conditions mentioned in this deed and shall also be liable to pay all the relevant taxes, fees, payment proportionate land revenue for the proportionate undivided share in the land mentioned hereinabove and in respect of the unit as fixed by the Government, from the date of execution and registration of the sale deed in respect of the schedule "B" premises/ residential unit. The said unit shall be used and occupied by the purchasers, their successors, assigns, transferees, legal representatives and for legal heirs, notwithstanding anything contained herein, the Purchasers shall have full and absolute right to use the said unit acquired by the purchasers, or family members or through tenant successors, assigns only for residential purposes. The purchasers 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 in the said complex. The Purchasers shall be liable for the electricity consumption in respect of the schedule "B" premises/unit and for such purpose a separate meter

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would be installed for recording such consumption. The purchasers will share the responsibility and shall also have the facility for the common facilities and amenities collectively with the remaining purchasers of the remaining units in the said building. The purchasers shall not make or permit to be made any structural alteration in/or addition to the said residential unit. The purchasers shall not do or cause to be done anything in the said residential unit and/or in the said premises which may cause a nuisance, annoyance or inconvenience to the remaining occupiers of the said premises or the adjacent neighbours nor shall use the said residential unit for any immoral / illegal purpose. The purchasers shall have the right to use the common passage, staircase, parts in the said apartment and / or common amenities and for facilities with other remaining occupants of the said complex. The purchaser/s covenant not to throw dirt, rubbish, rags or other refuse or pursue the same not be thrown on the roof, stack gutters, rain water pipes, drains, landings, staircase, soil pipes, main entrance, passage, parking space or such other portion of the complex which is generally used or enjoyed by the Purchaser in common with the owner's or occupier/s of the other units. The exterior portion of the residential unit shall not be decorated otherwise than in manner agreed to by a majority jointly by the owner/s.

15. That the purchasers have right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning maintaining or renewing any such drains, water courses, cables or aforesaid

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and/or laying down any new sewers, drains, water courses, cables and wires with as little disturbance as possible and making good damaged caused and purchasers have all right to use all common facilities and amenities of the said apartment.

16. That the purchasers shall pay all the Service Tax/GST / Govt. Tax or any other tax or levy payable at present or in future by and under any order, Act or ordinance or registration of Central / State Govt. or any other local statutory body to the Seller/Vendor or to the concerned authorities directly.

17. That the purchasers shall be liable to contribute proportionate expenses for the purpose of maintenance of entire building / other common part of the complex etc. and such payment shall be made to a committee or person specially appointed for the purpose by the owner of the said complex, maintenance expenses shall include municipal tax, water charges, salary payable to sweepers, care taker other staff, if any painting, electricity charge for the occupied flat as per the electric meter reading as well as common electric charges or other expenses which may be directly concerned to the said complex and the purchasers shall abide by the rules / norms as framed by the aforesaid committee of shop owners/flat owners/ occupiers of the complex. Further the purchasers shall be liable to pay the service tax, GST etc, to the concerned authorities if levied or made applicable, in future, with respect to the schedule property and the seller / builder

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reserves the right to recover such charges for the purchasers, if such duties are charged to it.

18. That the purchasers should not store or keep any prohibited articles which are likely to effect the construction / structure of the building or its part and further it/he/she/they shall not decorate the exterior of the building otherwise then in such manner agreed by the owners association. Further the purchasers shall not claim any rights, title, interest, possession over and in respect of the roof of the building.

19. That in case any sales tax, purchase tax, betterment levy, ground rent, vacant land tax or any other govt. duty or tax is payable to or demanded by competent authority or govt. agencies (ices) over and above the price of the residential unit as mentioned here in before shall be borne by the purchasers on pro-rate basis and shall be payable immediately on demand.

20. That, Property tax, water tax, fire tax or any other taxes or charges, will become payable by the purchasers from the date of such payments become livable as per the rule and policy of the competent authority or other concerned authority at the relevant time. These taxes will become payable to the concerned authority irrespective of the fact whether the possession is taken or not. If however the residential unit remains vacant, it is the responsibility of the purchaser to inform the concerned office or department in the

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competent authority or other concerned authority to claim vacancy remission.

21. That, if after the possession of the said residential unit is handed over to the purchasers, any addition in or about or relating to the said complex are required to be carried out by the competent authority, statutory, or any authority or otherwise pursuant to any statutory requirement, the same shall be carried out by the purchasers in co-operation with the purchaser/s of the other unit in the said building at their own costs and the Seller/Vendor shall not be liable or responsible for the same. All such addition and alteration shall be carried out after getting the plan thereof sanctioned by the competent authority or other concerned authorities.

22. The purchasers including or any occupants within the building shall not encroach or block or trespass the common passages / areas, staircase, landings, space for ingress and egress but such space or common area shall remain open for free movement of all purchasers and occupants of the building.

23. The purchasers shall carry out all internal repairs of her unit/flat acquired by her at her cost and maintain it in good condition, state, order & repair and shall observe all the rules and by-laws of the municipal corporation and the competent authority and shall not do and suffer to be doing anything in or upon the said unit/flat or the said building or the said complex which may be against the rule and

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by law of the municipal corporation, the competent authority or any other local authorities and the purchasers shall be responsible to municipal competent authority and/or any other local authorities for anything done in connection with the said unit/flat and/or the said building and / or the said complex and shall be liable for the consequence thereof. The purchasers shall also keep the building indemnified from all loses and payments which the Seller/Vendor may hereto suffer or have to pay on the purchaser behalf at any time in future.

In such events:

- a. The purchasers agree to become a member of such co-operative housing society/ies, limited company/ies or association/s.
- b. The purchasers shall pay for the membership fee and/or face value of the share of such co-operative housing society/ies, limited company/ies or association/s, as may be allotted or registered in the name of the purchasers. The purchasers also may agree to pay proportionate costs, charge & expenses relating to and/or incidental to the formation of such co-operative housing society/ies, limited company/ies or association/s.
- C. The purchasers shall have no right, title or interest of any nature whatsoever in the common area save and except for the purpose of ingress and egress, right of easement, common rights of use & enjoyment.

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d. The purchasers also agrees and undertakes to sign all the necessary documents, required for the purpose of formation and/or registration of such Co-operative housing society/ies, limited company/ies or association/s.

24. The purchasers hereby agree to observe and perform all rules and regulation which the housing society/ies, or association/s may adopt at its inception and amend from time to time and at all times for protection, maintenance, observing and conforming to the building rule, the municipal by-laws and regulation in force and for strict observation of the various stipulation and conditions laid down by the said society/ies, limited company/ies or association/s relating to the use and occupation of the said complex.

25. It shall not be hereafter open to the purchaser to dispute the title of the Vendors to the said land and the said complex thereon.

26. The terms and condition agreed to herein by the purchasers shall be binding on the occupier/s and the defaults of the occupier treated as that of the purchasers unless context required otherwise.

SCHEDULE 'A'

ALL THAT piece and parcel of land measuring 36 decimal, out of 45 Decimals being Portion of Plot No.- 1882, Under Khata No.- 309, Situated at Mouza- Dimna, Ward No.-9, Thana No.- 16412, P.S.- Mango, Town-Jamshedpur, dist.- East Singhbhum, and all its

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advantages Privileges and benefits utility services amenities etc.
which is bounded as follows:-

North:- New Plot No.- 1850

South :- Niz, Portion of New Plot No.- 1882 and New Plot No.- 1873

East :- 16'ft wide Pucca Road in New Plot No.- 1869 & 1870

West :- New Plot No.- 1883 (Block 'E' D-Chowdhary Madhusudan
Complex).

SCHEDULE 'B'

(Description of the property hereby sold)

ALL THAT Residential Flat bearing Flat No., area measuring..... sq. mtr. S.B.A & Carpet area..... sq. mtr. in the Floor consisting of three bed rooms, one drawing cum dining room, one kitchen, two toilets, one balcony, along with one car parking space in the basement/ ground floor including undivided share of the said land measuring sq. or decimal within the multistoried building commonly known as "MADHAV COMPLEX" together with use of the common passage, lift, stair case, landing area etc. standing over the land measuring 36 decimal, bearing Plot No.- 1882 RECORDED Under Khata No. 309 Mouza- Dimna, Ward No.-9, Thana No.- 16412, P.S.- Mango, Town-

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In Witness whereof the Vendor has signed this Sale Deed today at Jamshedpur on the date, month and year mentioned above.

WITNESSES:-

1.

2.

NAME OF THE PURCHASERS

1.

2.

Note: The finger print of the persons has been taken by me / taken in my presence.

Typed by.

Verified for Rora

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Vijay Kumar

MANAGING PARTNER

Advocate