

## **SALE DEED**

THIS DEED OF SALE IS MADE ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AT  
JAMSHEDPUR BY: -

**M/S. RADHE ENTERPRISES**, a Sole Proprietorship, (PAN- BMEPS1759M) having its Office at at #003, Samridhi Enclave, Road No 3, Contractors Area, P.S. & P.S. Bistupur, City Jamshedpur, District East Singhbhum, State Jharkhand, Pin 831001, represented by its Proprietor namely: Mr. HARISH SHARMA (UIDAI No xxxxxxxx 8186), son of Shrinivas Sharma, by Faith Hindu, by Nationality Indian, by Occupation Business, Resident of B201, Gala Glory, Behind Sabo Centre South Bopal, City Ahmedabad, State Gujrat, Pin- 380058 hereinafter called the **DEVELOPER/BUILDER/ VENDOR No.1** self and constituted attorney for: -

**2) MRS. RAJNI**, (PAN:- BFQPR1367R and UID No. XXXX XXXX4517) Daughter of Late Balbir Singh, by faith – Hindu, by Category- General (Non C.N.T), by Occupation Housewife, Nationality – Indian, resident of 18/2, Salgajhuri, Chandani Chowk, Near Pintu Electronic, Town- Jamshedpur, District East Singhbhum, hereinafter called the LANDOWNER / VENDOR No. 2,

Landowner/Vendor No.2, is appointed vide registered General power of Attorney Deed No. **2023/JSR/5749/BK4/385**, dated 20.10.2023, registered at District Sub-Registry Office at Jamshedpur as well as Land owner / Vendor No.2 has entered into a Development Agreement with Vendor No. 1, vide Deed No. **2023/JSR/5746/BK1/5350**, dated. 20/10/2023, registered at District Sub-Registry Office at Jamshedpur,

**3) MR. RANJEET SINGH**(PAN:- BWWPS1429Q and UID No. XXXX XXXX3134) Son of Late Balbir Singh, by faith – Hindu, by Category- General (Non C.N.T), by Occupation Housewife, Nationality – Indian, resident of 18/2, Salgajhuri, Chandani Chowk, Near Pintu Electronic, Town- Jamshedpur, District East Singhbhum, hereinafter called the LANDOWNER / VENDOR No. 3,

Landowner/Vendor No.3, is appointed vide registered General power of Attorney Deed No. **2023/JSR/5741/BK4/384**, dated 20.10.2023, registered at District Sub-Registry Office at Jamshedpur as well as Land owner / Vendor No.2 has entered into a Development Agreement with Vendor No. 1, vide Deed No. **2023/JSR/5747/BK1/5351**, dated 20/10/2023, registered at District Sub-Registry Office at Jamshedpur,

(which expression shall unless, excluded by or repugnant to the context, mean and include his/her/theirs/its heirs, successors & successors-in-office, executors, administrators, legal representatives, nominees and assigns)of the **ONE PART**;

**IN FAVOUR OF**

**MR.** \_\_\_\_\_, (UID No.:- XXXX XXXX\_\_\_\_ and PAN:- \_\_\_\_\_), Son of \_\_\_\_\_, by faith- Hindu, byCategory -\_\_\_\_\_ by Occupation \_\_\_\_\_, Nationality- Indian, resident of \_\_\_\_\_, hereinafter called the **“PURCHASER”** (which expression shall unless, excluded by or repugnant to the context, mean and include his heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the **OTHER PART**;

**NATURE OF DEED**                    :-    **S A L E D E E D.**

**CONSIDERATION AMOUNT**                    \_\_\_\_\_.

**WITNESSETH AS FOLLOWS:**

**WHEREAS**,all that piece and parcel of total land measuring 27.32 Decimals, recorded under Khata No. 193, portion of Plot Nos. 998 of Mouza- **KALIMATI**, P.S. Parsudih, Thana No. 1163, Halka No. 1, District East Singhbhum, District Sub- Registry Office Jamshedpur, referred to as the landed property morefully described in Schedule ‘A’ below;

**AND WHEREAS**,the aforesaid land morefully described in the schedule ‘A’ below along with other plots of land, under Khata No. 193, of Mouza- **Kalimati**, P.S. Parsudih, District East Singhbhum, recorded in the name of Roor Singh (now deceased grandfather of landowner / Vendor No. 2 and 3), in the present survey settlement operation;

**AND WHEREAS**, said land inherit by the father of vendor no. 2 and 3 after demised of their grandfather and later on their father Balbir Singh was also died and they have amicable partitioned the said land in 3 equal parts and the said vendor no. 2 and 3 got their share exclusively in total landand thereafter theyhas been mutated the same in their own name, in the record of the superior landlord of the state of Jharkhand through the office of the Anchal Adhikary (C.O.) Jamshedpur,vide Mutation Case No. **1844/R27 of 2021-2022&1845/R27 of**

**2021-2022**, order dated 10.03.2022 and entered into Page No. 22, 24 of Volume 52, 52 in Register-II, at the office of CO, Jamshedpur and accordingly they hold and possess the same as absolute owner thereof without any interruption from anybody by excising all acts of ownership and they enjoy the same in any manner and has every right to sell, developed, gift etc. in any manner whatsoever he likes thinks, fit and proper;

**AND WHEREAS**, the above named land owner i.e. Vendors No. 2 and 3 order to develop their land by constructing multistoried building, consisting of flats, parking space etc., have entered into a Registered development Agreement with the developer/Vendor No.1 **M/S RADHE ENTERPRISES**, vide registered Development Agreement Deed, bearing No. **2023/JSR/5746/BK1/5350 AND 2023/JSR/5747/BK1/5350**, dated 20.10.2023, registered at District Sub-Registry Office Jamshedpur and in pursuance of said Development Agreement the Vendor No. 2 and 3 Landowner has jointly executed registered General Power of Attorney Deed, in favour of Vendor No.1/Developer, bearing No. 2023/JSR/5741/BK4/384, dated 20.10.2023, and 2023/JSR/5749/BK4/385, dated 20.10.2023, registered at District Sub-Registry Office Jamshedpur to do the acts, things, deeds, in respect of said property;

**AND WHEREAS**, as per the said Registered development agreement and to construct the multistoried building/s over the said land, the aforesaid Builder/Vendor No.1 obtained necessary permission from the EAST SINGHBHUM ZILA PARISHAD vide Building Permit Memo No. ESZP/BP/0170/2024, Dated. 06/06/2024 and also obtained JHRERA certificate from its competent authority and also got other approval from other authorities, thereafter the **M/S RADHE ENTERPRISES**, has constructed the multistoried building/s consisting of flats, parking space etc., over the said land as per the approved building plan/s, under its project known as "**SHRINIWAS RESIDENCY**";

**AND WHEREAS**, As per the terms of aforesaid Development Agreement, the schedule below Flat, Parking space along with other flat/s / Parking/s space has fallen in the exclusive share of the Vendor No.1/Developer and the Vendor No. 1/Developer hold and possess the same as absolute owner of its share and having every right to sell the same to any intending buyer/s by receiving marketable consideration amount from its intending buyer/s and the Vendor No. 1 started to sell its share to its intending buyer/s and also Vendor No.1 entered into Agreement for Sale with its intending buyer/s;

**AND WHEREAS**, the Purchaser/s, after being satisfied with the measurement, building permit, plan, etc. approached and offered the builder/Vendor No.1 to purchase all that one residential flat bearing Flat No. \_\_, on the \_\_ floor, admeasuring \_\_\_Sq.ft. super built up area of the building Known "**SHRINIWAS RESIDENCY**" including one Covered Car parking space and proportionate undivided share over the land measuring \_\_\_Sq.ft morefully described in the schedule 'B' below for a total consideration amount of Rs.\_\_\_\_\_ only and accordingly both the parties (i.e. Vendor No.1 and Purchaser/s) has/have entered in to an agreement for Sale for the same;

**AND WHEREAS**, the Vendor No.1 have agreed to execute a Sale Deed in favour of the Purchaser/s with respect to the aforesaid residential flat, parking space, together with undivided proportionate share of land, morefully described in the Schedule 'B' below on the following terms and conditions as mentioned below;

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

1. That, in consideration of a sum of Rs.\_\_\_\_\_paid by the Purchaser/s to the Vendor No.1, the receipt whereof the Vendor No. 1, does hereby admit and acknowledged as full, final and highest consideration amount against sale of the Schedule 'B' below property and the Vendors do hereby grant, sale, convey, transfer and assign unto the Purchaser/s together with all their right, title and interest in the aforesaid flat, parking space, morefully described in the Schedule 'B' below.

2. That the Vendor No.1 have delivered the physical possession of the said flat premises, parking space, right of undivided proportionate share of land fully mentioned in the Schedule 'B' below to the Purchaser/s and from this day the Purchaser/s will possess and enjoy the same as absolute owner in all possible ways with power to dispose off the same in any manner he/she/they like/s and the Purchaser/s shall be at liberty to get his/her/their name mutated in the records of the landlord the State of Jharkhand through C.O. Jamshedpur, or any other concerning authority and shall pay rent for the same in his/her/their name/s.

3. That on and from this day all right, title, interest and possession of the Vendors in respect of the aforesaid property fully described in the Schedule 'B' below has/have been vested

absolutely unto the Purchaser/s and the Purchaser/s shall enjoy and use the same as absolute owner thereof.

4. That the Purchaser/s undertake to pay regularly and punctually by the 10<sup>th</sup> day of each month to the Society/Association of owners of residential flats his/her/their proportionate share which may be decided in the matter of cost of lighting and illuminating the passage, landings and staircase, other common parts of the building together with the maintenance charges, municipal charges in proportion to the carpet area/super built up area and other taxes like service tax, G.S.T., house tax, holding tax or charges which may be levied by the State Govt., Central Govt. or any other authority either Govt., Semi Govt. or local also in proportion to the carpet area/super built up area as used by the Purchaser/s in common with other occupants.

5. That the Purchaser/s shall pay electricity charges according to the meter/sub-meter reading installed in the common meter room in respect of electric energy which will be consumed by the Purchaser/s, the reading of sub-meter for the purpose of realizing charges for electricity consumption including transmission loss, any levy or surcharges AMG Bills, if any shall be payable by the Purchaser/s and the Purchaser/s shall be liable to pay proportionate water charges, as well as Generator charges including its maintenance. Be it further mentioned that the Purchaser/s shall also be liable for making payment of cost of Generator and cost of its installation as well as Municipal charges in proportion.

6. That the Purchaser/s shall not store in the said residential flat any prohibited articles which is/ are likely to affect the construction/ structures of the said building.

7. That the Purchaser/s shall not decorate the exterior of the building otherwise than in the manner agreed by the Society/ Association of flat owners duly recognized by the Builder.

8. That the Purchaser/s shall not be entitled to open out any new window or any other apertures protruding outside the flat.

9. That the Purchaser/s shall not claim any right, title or interest over the common passage, common area, stair, etc. and the roof of building and/or sky right of the building and roof

right exclusively belong to the Vendors. However the Purchaser/s may be allowed to use the common passage, stair, for egress or ingresses, or any hindrance or obstruction to other Purchaser/s and/or occupants of the said complex.

10. That the Purchaser/s 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 floors of the said building.

11. That the parking space shall be used for parking purposes only. No construction/alteration of any kind are allowed at any time in future.

12. That the Vendors have also delivered all the relevant documents (Xerox copies) including Xerox copy of title Deed to the Purchaser/s relating to the schedule below property.

13. That the premises hereby conveyed and transferred by this Sale Deed is free from all encumbrances, charges and liens.

14. That Vendors hereby declare that he/ its/they have good and perfect title over the schedule 'B' below property which the Vendors have not sold, charged or transferred the same in any way to anyone else prior to this Sale Deed.

15. That the Vendors hereby agrees and under takes to execute and register any further deed of assurance with respect to schedule 'B' below property in favour of the Purchaser/s, if so required to perfect the right and title of the Purchaser/s over the schedule below property at the cost of the Purchaser/s.

16. THAT THE PARTIES HEREOF DO HEREBY DECLARE AND COVENANT:

a) Neither the Vendors nor the Purchaser/s or any occupant of the said complex or Apartment shall store or deposit or permit to be stored or deposited any rubbish, boards or throw or accumulate dirt, rubbish, racks or other refuse, waste materials in staircase, common corridors, vacant roof, terrace and permits the same to be thrown or allow the same to be accumulated in such place or places as shall be kept reserved and/or to be accumulated in

such place or places as shall be kept reserved and/or to be indicated by the builder and/or Association of owners.

b) The Purchaser/s shall or may use the flat and/or the unit for residential purpose only.

c) No function or social gathering will be held and/or performed on the open roof of the building but such function may be done and/or observed in the Parking space of the Complex, with the prior permission of Owner's Association.

d) The Purchaser/s or any occupants of the said complex shall not trespass or block the common space, stairways and common area or any part of the building which shall remain open for the free movement of all occupants of the said building.

e) The Vendors or Purchaser/s or any occupants of the said building shall not use and/or repair their/her/his respective flats in such a manner so as to damage or injure the flat and/or any portion and/or remaining portion of the building and/or roof.

f) The Purchaser/s and other occupants of the building premises shall extend their full co-operation in keeping the building premises clean, healthy, neat and in good sanitary and pollution free condition.

g) The name of the building/premises and/or complex is known as  
“ \_\_\_\_\_ ”.

h) The Purchaser/s shall not cause any addition and alteration of permanent nature inside the Flat (Schedule 'B' premises) or any portion thereof.

**SCHEDULE - 'A'**

(Description of the entire property)

IN THE District of East Singhbhum, District Sub- Registry Office Jamshedpur, situated in Mouza-**Kalimati**, P.S.Parsudih, Thana No. 1163, Halka No. 1, recorded under Khata No., Plot Nos., Area and Boundary is as follows:

<b>Khata No.</b>	<b>Plot No.</b>	<b>Area in Decimals</b>	<b>Boundary</b>
193	998	13.66 Decimals	North:- Plot No. 220; South:-Rakhal Mandal; East:- Rasta; West:- Plot No. 228
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i.e. Total area of land measuring 27.32 Decimals of raiyati land

Together with multistoried building consisting of several residential flats, parking/s, etc, all advantages, services, lift and other facilities being provided therein, within the entire premises now named as “**SHRINIWAS RESIDENCY**” situated at Kalimati, P.S. Parsudih, District East Singhbhum

### **SCHEDULE-‘B’**

(Description of the residential flat hereby sold )

**ALL THAT** One Residential Flat, bearing flat No.\_\_\_\_\_, on the \_\_ **Floor**, having its super built – up Area \_\_\_\_\_Sq.ft, consisting of \_\_\_\_ bed rooms, one drawing-cum- dining room, one balcony, two Toilet-Bathroom, one kitchen, etc. of the building known as “ \_\_\_\_\_”, including one Car parking space within the said building premises together with undivided proportionate share of land measuring **150** Sq.ft, over the Schedule ‘A’ premises situated at Kalimati, P.S.- Parsudih, Town Jamshedpur, District East Singhbhum, within District Sub- Registry Office at Jamshedpur, together with all advantage, common services and common rights of staircase, stairways, landing, ingress and egress and use of lift and other facilities being provided therein;

The boundary of the flat No. \_\_\_\_\_, is as follows:-

NORTH BY :

SOUTH BY :

EAST BY :

WEST BY:

**MEMO OF CONSIDERATION**

The consideration money of Rs.\_\_\_\_\_ Only has been paid by the Purchaser to the Vendor No.1 vide several installments.

In witness whereof the Vendor No.1/builder has executed this sale deed on the strength of registered development agreement and registered power of attorney deed on the date, month and year aforementioned.

Read over and explained the contents of this sale deed to the executants who admit the same to be true and correct

**Witnesses :-**

1.

2

TYPED BY :

DRAFTED BY :

ADVOCATE  
**PURCHASER**

Certified that the finger prints of the left hand of each person, whose photographs is/are affixed in the document, have been obtained by me or before me.

Advocate.