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SALE DEED

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

M/S. MAA AMBEY CONSTRUCTION (PAN No.:- AAKFM4727A), a Partnership firm having its Office at Maa Durga Apartment, Phase VI, Parsudih, P.S. Parsudih, Town Jamshedpur, District East Singhbhum, represented by its one of the partner namely **MR. TAPAN BARUA** (UID No. XXXX XXXX 2347), Son of Late M.L. Barua, by faith - Hindu, by Category - General (Non C.N.T.), by Occupation - Business, by Nationality -Indian, resident of Makdampur, P.O. Tata Nagar, P.S. Parsudih, Jamshedpur, Dist. East Singhbhum, Jharkhand,

Contd...3/

MAA AMBEY CONSTRUCTION

Tapan Barua

Partner

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

IN FAVOUR OF

1) **MR.** _____ (UID No.:- XXXX XXXX _____ & PAN:- _____), Son of _____, and

2) **MRS.** _____ (UID No.:- XXXX XXXX _____ & PAN:- _____), Wife of Mr. _____,

both by faith- Hindu, both by Category - General (Non C.N.T.), by Occupation No. 1 _____ and No. _____, Nationality - Indian, residents of _____, hereinafter called the "PURCHASERS" (which expression shall unless, excluded by or repugnant to the context, mean and include their successors, executors, administrators, legal representatives, nominees and assigns) of the **OTHER PART**;

NATURE OF DEED :- **SALE DEED.**

CONSIDERATION AMOUNT :- Rs. _____.

Govt. Value:- Rs.

WITNESSETH AS FOLLOWS :-

WHEREAS, all that total measuring area 14374 Sq.ft. i.e. 33 Decimals of land, recorded under New Khata No. 90, being in portion of New Plot Nos. 547 & 549, of Mouza KALIMATI, P.S. Parsudih, Thana No.1163, within Halka No.I, District Sub-Registry office, Anchal and Town Jamshedpur, District East Singhbhum, Jharkhand, referred to as the landed property morefully described in Schedule 'A' below;

Contd...4/

AND WHEREAS, the above Vendor **M/S. MAA AMBEY CONSTRUCTION**, being Partnership firm represented by its one of Partner Mr. Tapan Barua, has purchased all that total measuring area 14374 Sq.ft. i.e. 33 Decimals of land, recorded under New Khata No. 90, being in portion of New Plot Nos. 547 & 549, of Mouza KALIMATI, P.S. Parsudih, Thana No.1163, within Halka No.I, District Sub-Registry office, Anchal and Town Jamshedpur, District East Singhbhum, from its previous owner namely MRS. SUDHA GANESH, wife of Mr. C.P. Ganesh, resident of Ganesh Vihar, Shiv Path Bhatia Kadma, P.O. and P.S. Kadma, Town Jamshedpur, District East Singhbhum, Jharkhand, by means of Registered Sale Deed bearing Deed No. 2019/JSR/1894/BK1/1748, dated 03.05.2019, registered at District Sub-Registry Office Jamshedpur, which has been copied in Book No. I Volume No. 347, Pages 369 to 446 completion on 03.05.2019 and came in physical possession over the same as absolute owner thereof;

AND WHEREAS, after purchasing the said land morefully described in Schedule 'A' below along with other land the above named Vendor got mutated its name in the Office of the Anchal Adhikary (C.O.) Jamshedpur, Vide Mutation Case No. 385/R27 of 2019-2020 by its ordered dated 02.08.2019 and paying rent etc. for the same regularly in its names by obtaining rent receipt from the said Office, its name has been noted in Register-II, in Vol. No.51, Page-82, in the Office of the Anchal Adhikary (C.O.) Jamshedpur;

AND WHEREAS, the Vendor has developed schedule below land and to construct several multistoried building over the said land and obtained permission from Zila Parisad, vide Building Permit Memo No. ESZP/BP/0078/2022, Dated 25.01.2022 and after obtaining the necessary permission and said project also registered under **JHRERA**, and the Vendor above named has constructed several multistoried building over the same, consisting of flats, parking space etc., and the

said multistoried building known as **Block-D, within the "MAA DURGA APARTMENT PHASE -VI"** and started to sell flats, parking space etc. to the intending buyers on ownership basis by making agreement with them.

AND WHEREAS, the Purchaser/s, after being satisfied measurement, building permit, plan etc. approached and offered the Vendor to purchase all that one residential flat bearing Flat No. _____, on the _____ **floor**, admeasuring _____ Sq.ft. super built up area, of the building known as "MAA DURGA APARTMENT PHASE - VI" Block 'D', including one car parking space and proportionate undivided share over the land measuring **150** Sq.ft. morefully described in the Schedule 'B' below for a total consideration amount of Rs. _____ accordingly both the parties (i.e. Vendor and Purchaser/s) have entered in to an agreement for Sale for the same.

AND WHEREAS, the Vendor 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 Schedule 'B' below on the following terms and conditions as mentioned below ;

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

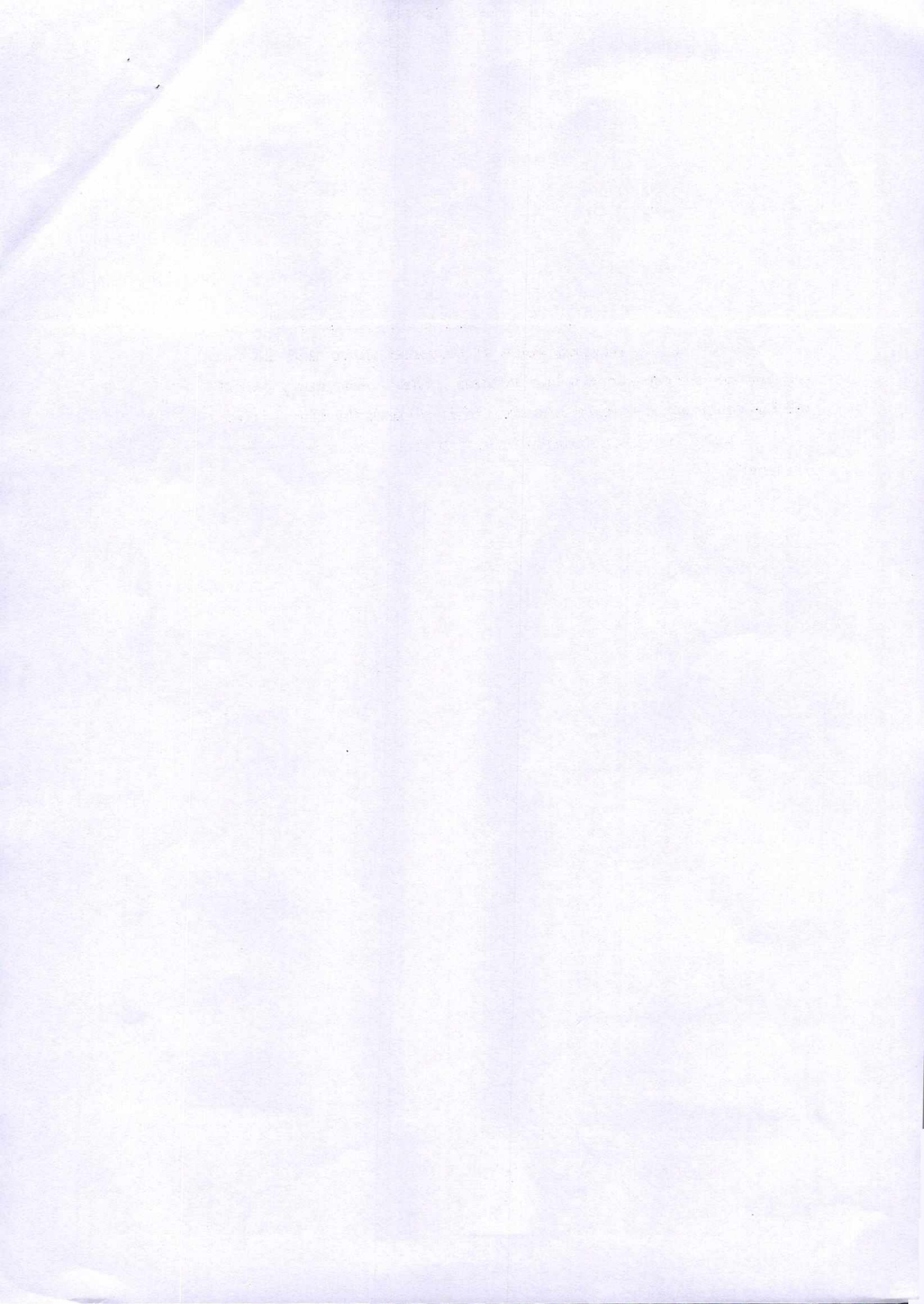
1. That, in consideration of a sum of Rs. _____ paid by the Purchaser/s to the Vendor, the receipt whereof the Vendor does hereby admit and acknowledge as full, final and highest consideration amount against Sale of the Schedule 'B' below property and the Vendor does hereby grant, sale, convey, transfer and assign unto the Purchaser/s together with all their/its right, title and interest in the aforesaid flat, parking space, morefully described in the Schedule 'B' below.

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MAA AMBEY CONSTRUCTION

Tarun Das

Partner



2. That the Vendor has 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 their own name.

3. That on and from this day all right, title, interest and possession of the Vendor in respect of the aforesaid property fully described in the Schedule 'B' below has 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 the amount regularly and punctually by the 10th day of each month to the Society/Association of owners of other units, for her proportionate share which may be decided with respect to the cost of lighting and illuminating the passage, landings and staircase, other common parts of the building together with maintenance charges, municipal/or its appropriate charges in proportion to the super built up area and other taxes like service tax, 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/appropriate concerning charges in proportion.

6. 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.

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

8. That the Purchaser/s shall not claim any right, title or interest over the common passage, common area, stair, roof of building and/or sky right of the building etc., roof right, exclusively belong to the Vendor. However the Purchaser/s may be allowed to use the common passage, stair, for egress or ingresses, and also use of roof without causing any damage to the roof and/or any hindrance or obstruction to other Purchaser/s and/or occupants of the said complex.

9. That the Purchaser/s will share responsibility as well as common facilities and amenities collectively with the others Purchaser of the other flats in the said building.

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 Vendor has also delivered all the relevant documents (Xerox copies) 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 Vendor hereby declare that he/her/ its/they have good and perfect title over the schedule below 'B' property which the Vendor has not sold, charged or transferred the same in any way to any one else prior to this Sale Deed.

15. That the Vendor hereby agrees and under takes to execute and register any further deed of assurance with respect to schedule 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 Vendor 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) 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' Association.

MAA AMBEY CONSTRUCTION

Handwritten signature

Partner

- c) 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.
- d) The Vendor or Purchaser/s or any occupants of the said building shall not use and/or repair their respective units in such a manner so as to damage or injure the unit and/or any portion and/or remaining portion of the building and/or roof.
- e) 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.
- f) The name of the building/premises and/or complex shall be Known as "MAA DURGA APARTMENT PHASE-VI" Block 'D'
- g) That the Vendor hereby declare that the Photo copy of relevant (connecting) documents are attached herewith are true and genuine and which will be treated as part of this document.

SCHEDULE - 'A'

(Description of the entire property)

In the District East Singhbhum, situated in Mouza Kalimati, P.S. Parsudih, Thana No.1163, within Halka No.I, under the District Sub-Registry office, Anchal and Town Jamshedpur, State Jharkhand, all that piece and parcel of raiyati homestead land, recorded under:-

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area</u>
New 90	New 547 (P)	31.50 Decimals i.e. 13721 Sq.ft.
New 90	New 549 (P)	1.50 Decimals i.e. 653 Sq.ft.

Total area measuring 14374 Sq.ft. i.e. 33 Decimals of land

The total area is bounded as:

North : Plot No. 432, 434, 551;
South : Portion of Plot No. 547;
East : Plot No. 551;
West : Plot No. 548;

Together with multistoried building consisting of several Block/s, residential flats, parking/s, etc with all advantages, services, lift and other facilities being provided therein, situated within the entire premises now named as Block 'D' within "MAA DURGA APARTMENT PHASE-VI" at Kalimati, P.S. Parsudih, Jamshedpur, 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, Two Balcony, Two Toilet-Bathroom, One kitchen, etc. of Block-'D', within "**MAA DURGA APARTMENT PHASE-VI**", and including one Car parking space in the ground floor of the said apartment together with undivided proportionate share of land measuring 150 Sq.ft., being in New Plot Nos. 547 & 549, recorded under New Khata No.90, in Mouza - Kalimati, P.S. Parsudih, Halka No.I, Thana No. 1163 ,District East Singhbhum, within District Sub- registry Office Jamshedpur, together with all advantages and facilities of common right of common spaces, amenities, utility of the Block 'D' within "**MAA DURGA APARTMENT**" PHASE -VI, with the other flat owners. The Flat premises is bounded by :-

North :
South :
East :
West :

That the apartment is on Branch Road;

MEMO OF CONSIDERATION

The consideration money of Rs. _____

have been paid by the purchasers to the Vendor in the following manner:-

Sl. No	Cheque No./NEFT/IMPS/Transfer	Date of Payment	Amount	Bank Name
			(in Rupees)	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
Total amount of Rs. _____				

MAA AMBEY CONSTRUCTION
Partner

In witness whereof the Vendor hereunto set his hand on this Sale Deed and executed the same on the date mentioned above.

Read over and explained the contents of this Sale Deed to the executants, who admits the same to be true and correct.

WITNESSES:-

1.

2.

TYPED BY:-

J.S.R. COURT

DRAFTED BY:-

ADVOCATE. J.S.R. COURT

PURCHASERS

MAA AMBEY CONSTRUCTION
Jagan Kumar
Partner

Certified that the finger prints of the left hand of each person whose photographs are affixed in this document have been taken by me.

Advocate.