

SALE DEED

This DEED OF ABSOLUTE SALE executed at Jamshedpur on this the \_\_\_\_ day of \_\_\_\_\_, 2024, By :

NIKETAN CONSTRUCTION (PAN : AIMPS9610C), a proprietorship firm, having its office at Road No.1, Gulf Complex, Azadnagar, Mango, Jamshedpur being represented by one its proprietor namely NIRMAL KUMAR SHRIVASTAVA (UID : xxxx xxxx 3547), S/o Late Shivchandra Prasad Shrivastava, by faith Hindu, by category General, Indian National, by occupation Business, R/o H. no. E/2/3, Chandrawati Nagar, N.H. 33, Dalma Enclave, Pardih Road, Mango, P.O. & P.S. Mango, Town Jamshedpur, District East Singhbhum State of Jharkhand, hereinafter referred to as the **VENDOR / BUILDER** (which expression wherever the context so requires shall mean and include their heirs, executors, administrators, legal representatives, successors etc.) of the **One Part**.

TO AND IN FAVOUR OF

1) \_\_\_\_\_ (UID : \_\_\_\_\_ and PAN : \_\_\_\_\_), S/o \_\_\_\_\_, by occupation \_\_\_\_\_, jointly with

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2) \_\_\_\_\_ (UID : \_\_\_\_\_ and PAN : \_\_\_\_\_), S/o \_\_\_\_\_, by occupation \_\_\_\_\_

both by faith \_\_\_\_\_, both by Category General, by Nationality Indians, R/o. \_\_\_\_\_, hereinafter referred to as the PURCHASER/ VENDEE (which expression wherever the context so requires shall mean and include their heirs, executors, administrators, legal representatives, successors etc.) of the Other Part.

NATURE OF DEED : SALE DEED

ACTUAL CONSIDERATION AMOUNT : Rs. \_\_\_\_\_.

WHEREAS one Syed Asghar Imam has purchased ALL THAT piece and parcel of raiyati homestead land measuring an area 1.57 Kathas or 2.66 Decimals (more or less), out of 4.395 Decimals, being in portion of New Plot No. 377, recorded under New Khata No. 208, situated in Mouza Pardih Ward No. 9 MNAC, Holding No. 0090008170000MO issued by Mango Nagar Nigam, P.S. Mango, Thana No. 1641, Block Mango, town Jamshedpur, District Sub-Registry Office at Jamshedpur, District East Singhbhum, and all its advantages, privileges, services and amenities thereon, against valuable consideration from its former owners (1) Sasthi Nandi, Son of Late Tārani Prasad Nandi, (2) Chandana Nandi, Wife of Late Debasish Nandi, daughter-in-law of Late Tarani Prasad Nandi and (3) Hena Nandi, Wife of Late Harendra Nandi, daughter-in-law of Late Tarani Prasad Nandi, by virtue of registered Sale Deed No. 2023/JSR/5612/BK1/5227 dated 16.10.2023 registered at District Sub-Registry Office, Jamshedpur, executed

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through their constituted attorney Navneet Kumar, son of Mr Narendra Kumar Singh, and came in peaceful possession of the same.

AND WHEREAS after purchasing the aforesaid land the said Syed Asghar Imam mutated his name in the Government records vide mutation case no. 1589/R27 2023-2024 and the same is also recorded in the Volume no. 115, page no. 69, in the Register II of the Anchal Adhikari, Mango, in respect of All that land measuring an area 1.57 Kathas or 2.66 Decimals (more or less), out of 4.395 Decimals, being in portion of New Plot No. 377, recorded under New Khata No. 208, situated in Mouza Pardih Ward No. 9 MNAC, Holding No. 0090008170000MO issued by Mango Nagar Nigam, P.S. Mango, Thana No. 1641, Block Mango, town Jamshedpur, District Sub- Registry Office at Jamshedpur, District East Singhbhum.

AND WHEREAS the said Syed Asghar Imam further purchased ALL THAT piece and parcel of raiyati homestead land measuring 9 Kathas i.e. 14.8 Decimals, being in New Plot No. 379, recorded under New Khata No. 94, situated in Mouza Pardih, Ward No. 9 MNAC, Holding No. 0090004054000A4 issued by Mango Nagar Nigam, P.S. Mango, Thana No. 1641, in town and District Sub-Registry Office Mango, town Jamshedpur, District East Singhbhum, State of Jharkhand, and all its advantages, privileges, services and amenities thereon, against valuable consideration from its former owner Niranjana Prasad Kedia, Son of Late Gouri Shanakar Kedia, by virtue of registered Sale Deed No. 2023/JSR/5613/BK1/5228 dated 16.10.2023 registered at District

Sub-Registry Office, Jamshedpur, and came in peaceful possession of the same.

**AND WHEREAS** while in possession the said Syed Asghar Imam got the said property mutated in his own name by virtue of order passed in Mutation Case No. 1592/R27/2023-2024 on 10.01.2024 by C.O. Mango (entered in Vol. No. 115 Page No. 6/ of Register-II).

**AND WHEREAS** the said Syed Asghar Imam upon purchasing both the aforesaid properties became the lawful owner of All that land measuring an area 10.57 Kathas i.e. 17.46 Decimals, recorded under khata no. 208, being plot no. 377 and under khata no. 94, being plot no. 379, Mouza Pardih, Ward No. 9 MNAC, issued by Mango Nagar Nigam, P.S. Mango, Thana No. 1641, in town and District Sub-Registry Office Mango, town Jamshedpur, District East Singhbhum, State of Jharkhand and came in vacant peaceful possession over the same and started enjoying all acts of ownership thereto.

**AND WHEREAS** being desirous of developing the said land the said Syed Asghar Imam entered into a registered development agreement being deed no. 2024/JSR/1373/BK1/1278 dated 21-03-2024, registered at the District Sub Registry office at Jamshedpur, with the Builder / Promoter / Vendor hereof and also executed a registered General Power of Attorney being deed no. 2024/JSR/1375/BK4/92 dated 21-03-2024, registered at the District Sub Registry office at Jamshedpur, in their favour.

AND WHEREAS thereafter the Vendor started with the construction of a multistoried building/s on the aforesaid land and named the same as ELITE ENCLAVE consisting of Flat's, Shops, commercial spaces, Unit's, Parking's, etc. and also registered the project with Jharkhand Rera being registration no. \_\_\_\_\_.

AND WHEREAS accordingly as per the terms of the said Development agreement the **Schedule** hereunder written flat fell in the exclusive share of the Vendor / Builder.

AND WHEREAS by an agreement for sale made between the parties herein whereby it is agreed that the Vendor would construct and sale and the Purchaser/Vendee would purchase and hold **Schedule** hereunder written flat with car parking space and common services etc. within the building known as "ELITE ENCLAVE" for a total consideration amount of Rs. \_\_\_\_\_ only.

**NOW THIS DEED OF TRANSFER BY SALE WITNESSETH :**

1. That, pursuant of the said agreement and in agreed consideration amount of Rs. \_\_\_\_\_ only paid by the PURCHASER/ VENDEE to the VENDOR the receipt whereof the said sum hereby acknowledged by the VENDOR against sale and transfer of the said flat and whatsoever land, including car parking space, together with all common services, amenities, advantages and privileges etc., all proportionate right in the common area, ingress and egress more specifically descried in the **Schedule** hereunder written, the VENDOR

by these present do hereby confirm the sale, convey, transfer and deliver and assigns unto the PURCHASER/VENDEE all that flat together with all rights, title and interest thereto, to have and to hold the same by the PURCHASER/VENDEE without any let or hindrance or objection impediment by and from anybody else.

2. That the VENDOR on receipt of full consideration amount from the PURCHASER/ VENDEE have already delivered actual physical possession of the **Schedule** hereunder written residential flat and other relevant paper to the PURCHASER/ VENDEE and the PURCHASER/VENDEE shall be entitled to hold, enjoy and possess the said flat as its absolute owners in their own right, without any interference by and from anyone else from this day onwards all rights, title, interest and possession of the said flat vested absolute unto the PURCHASER/VENDEE.

3. That the PURCHASER/VENDEE will pay the proportionate ground rent, other common maintenance etc. to the VENDOR and/ or owner's association form or to be formed and/or incharge authority in respect of the said flat and the PURCHASER/ VENDEE shall also pay the charges of common generator, its maintenance and service.

4. **THAT THE VENDOR DO HEREBY DECLARE:**

a. The PURCHASER/VENDEE shall not store or keep any prohibited articles which are likely to effect the construction and/or structure of the said building.

- b. The PURCHASER/VENDEE shall not decorate the exterior of the flat otherwise than in a manner agreed and permitted by the complex authority and/or society to be formed by all the buyers.
- c. The PURCHASER/VENDEE shall not claim any right, title, interest in any other space or spaces within the complex, other than their allotted flat and PURCHASER/VENDEE will use the said flat as per terms and rules of the complex authority.
- d. The PURCHASER/VENDEE shall not hold or use the **Schedule** hereunder written flat in such a manner so as to damage or injure the neighbouring flat or any other building and structure of the said flat.
- e. That prior to execution of this deed of transfer, the said flat or part thereof has not been sold or transferred to any other parties and same is free from all encumbrances, charges and liens.

5. THAT THE SELLER/VENDOR/ BUILDER AND THE PURCHASER/ VENDEE JOINTLY DECLARES :

- i. Neither the PURCHASER/VENDEE nor any occupants of the said complex, shall store, deposit or permitted to be stored or deposited any rubbish or waste materials in common passage, pavements, ingress and egress or any common part of the said complex.
- ii. The VENDOR or its heirs, successors, successors-in-office, administrators, executors, representatives and assigns further covenant that they shall request and with the cost and expenses of the PURCHASER/ VENDEE their heirs, successors, executors, administrators, representatives and assigns do or execute or to be done or execute all such lawful acts, deeds and things whatsoever for further

and more perfectly conveying and assuring the **Schedule** hereunder written property and any part thereof in manner aforesaid according to the terms, intent, and meaning of this indenture.

- iii. The PURCHASER/ VENDEE shall now and always have the right to enjoy and use, along with the other Occupants/Purchaser of other residential flats, common passages, easements, roads, alleys, pavements, approaches and other common amenities or particular facilities provided in the said building "ELITE ENCLAVE" and shall bear the proportionate cost and/ or expenses of maintenance and repairs of all such amenities/facilities as are necessary or as may be necessary for beneficial enjoyment of the same.
  - iv. That PURCHASER/ VENDEE shall be at the liberty to mutate their name in the office of the landlord, the state of Jharkhand through C.O. Mango with respect to the **Schedule** hereunder written property either separately or collectively along with other occupants of the flats of the said building "ELITE ENCLAVE" and shall pay ground rent and other charges in their own names proportionately for portion purchased by them.
  - v. The property hereby demised in favour of the PURCHASER/ VENDEE and described in the **Schedule** hereunder written is free from all encumbrances, charges or any kind of attachments whatsoever.
  - vi. The VENDOR has delivered all relevant documents and title deeds (photocopies) in connection with the **Schedule** hereunder written property to the PURCHASER/ VENDEE.
6. The PURCHASER/VENDEE shall be entitled to use exclusively and possess the **Schedule** hereunder written flat but shall have no

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right, title and interest or other part of the said building "JOY NEST" including its roof right which shall remain the property of the VENDOR.

7. That PURCHASER/VENDEE declares that the PURCHASER/VENDEE have inspected the title, ownership, claim, possession, etc. of the VENDOR in respect of the **Schedule** hereunder written property and upon being fully satisfied with the same has purchased the **Schedule** hereunder written property.

8. That the name of the project / building shall be ELITE ENCLAVE.

#### SCHEDULE

*(description of the premises of the hereby transferred)*

All that Residential Flat / Commercial Shop, being Unit no. \_\_\_\_, measuring an area \_\_\_\_ Sq.Ft. of Carpet Area, corresponding to \_\_\_\_ Sq.Ft. of Super Built up area, on the \_\_\_\_ FLOOR, within the building known as ELITE ENCLAVE, recorded under khata no. 208, being plot no. 377 and under khata no. 94, being plot no. 379, Mouza Pardih, Ward No. 9 MNAC, P.S. Mango, Thana No. 1641, in Town and District Sub-Registry Office Mango, town Jamshedpur, District East Singhbhum, State of Jharkhand, together with all services and facilities subsisting therein, including common usage of all alleys, passages, lift, staircase, etc. and the right to ingress and egress,

Bounded as follows :

North :

South :

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East :

West :

Annual ground rent payable to the landlord, the State of Jharkhand, through the C.O. Mango and other proportionate charges are payable to the Complex authorities/Society.

In witness where of the **VENDOR** and the **PURCHASER** have set their signatures on the day month and year first above written.

**Witnesses:**

1)

2)

Drafted, read over and explained the contents of this sale deed to Executants / Vendors. Who found and admitted the same to be true and correct.

**ADVOCATE**

**NAME OF THE PURCHASER**

Signature and finger print of the purchaser.

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

ADVOCATE

MEMO OF CONSIDERATION

Cheque no.	Date	Bank	Amount
		<b>TOTAL</b>	<b>Rs. ....</b>

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