

**SALE DEED**

This DEED OF ABSOLUTE SALE executed at Seraikella on this the \_\_\_\_ day of \_\_\_\_\_, 2025, By :

**COSTARICA HOMES AND DEVELOPERS**, (Builders & Promoters) a Proprietorship firm having its Office at H. No. - E3/114, Sharma Building Ramdas Bhatta, P.S. - Bistupur, Town - Jamshedpur, District East Singhbhum Jharkhand - 831001, represented by its Proprietor **MR. SOURAV PAUL**, (PAN : BIEPP6534R and UID : XXXX XXXX 7058), Son of Mr. Badal Kumar Paul, Grandson of Late. Jamini Kanta Paul, by faith - Hindu, by Category - General (Non C.N.T. does not Covered Under C.N.T. Act 1908), by Nationality Indian, by Occupation Business, Resident of Upar Para Bara Gamharia, Near Laxmi Mandir, P.O. Gamharia, P.S. Adityapur, District. Seraikella - Kharswan, in the State of Jharkhand, Pin Code - 832108, 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.**

**COSTARICA HOMES & DEVELOPERS**

*Paul*

**Proprietor**

TO AND IN FAVOUR OF

1) ADITIZ DEY (UID : xxxx xxxx 1284 and PAN : CKQPD2857N), S/o. Mr. Dilip Dey, by Occupation Service, jointly with

2) DILIP DEY (UID : xxxx xxxx 9249 and PAN : AKGPD7164E), S/o. Chitta Ranjan Dey, by Occupation Service,

both by faith Hindu, both by Category General, Indian Nationals, both residents of KGMH Campus, Outer Circle Road, South Park, Near Kharkhai Bridge, Bistupur, P.O. and P.S. Bistupur, Town Jamshedpur, District East Singhbhum - 831001, hereinafter referred to as the **PURCHASERS/ 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. \_\_\_\_\_ .00  
(Rupees \_\_\_\_\_) only.

GOVERNMENT VALUE : Rs.

WHEREAS one Ujjal Kanti Das, Son of Late Nitai Pada Das, had Purchased the land measuring Area 0.91 Decimals (Zero Point Nine One Decimal) i.e. 397 Sq.Ft., being in Plot No. 1104, recorded Under; Khata No. 147 Situated in Mouza Chhota Gamharia, P.S. Gamharia, Thana No. 67, Halka No. - II from its previous lawful owners namely (1) Santosh Kumar Das and (2) Ajay Das, both sons of Late Shambhu Nath Das, both Represented through their duly

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Constituted Power attorney Holder Miss. Ankita Sinha, Daughter of Krishna Sinha by means of Registered Sale Deed, bearing Sale Deed No.- 2021/SAR/3289/BK1/3128, in Book No.- BK1, Volume No.- 541 from Page No.- 133 to 272 on Dated 01.10.2021 and thereafter the said Ujjal Kanti Das also got mutated his name in the Circle Office at Gamharia, in respect of aforesaid purchased land Vide Mutation Case bearing No.- 1713/R27/2021-2022 and has paying ground rent etc., for the same in his name as such his name has been recorded in Volume No. 12, Page No. - 16 in Register II, of the Anchal Adhikari, Gamharia.

**AND WHEREAS**, similarly one Shilpi Das, Wife of Mr. Ujjal Kanti Das, had Purchased the land measuring Area 6.43 Decimals (Six Point Four Three Decimal) i.e. 2803 Sq.Ft being in Plot No. 1103/Ander, recorded Under; Khata No. 147 Situated in Mouza Chhota Gamharia, P.S. Gamharia Thana No.67 Halka No. II, from its Previous lawful owners namely (1) Trilochan Das, (2) Gurupada Das, (3) Arjun Das, (4) Madhu Sudhan Das and (5) Bipadtaran Das, by means of Registered Sale Deed, bearing Sale Deed No.- 2019/SAR/1035/BK1/985, in Book No.- BK1, Volume No.-117 from Page No. 433 to 518 on Dated 27.03.2019 and thereafter the said Shilpi Das also got mutated her name in the Circle Office at Gamharia, in respect of her aforesaid Purchased land Vide Mutation Case bearing No. 285/R27/2019-2020 on Dated 30/07/2019 and has paying ground rent etc., for the same in his name as such his name has been recorded in Volume No. 8, Page No. 45, in Register II, of the Anchal Adhikari, Gamharia.

AND WHEREAS together the said 1) Mr. Ujjal Kanti Das and 2) Mrs. Shilpi Das being desirous of developing their aforesaid land have entered into a Registered Development Agreement bearing No. 2024/SAR/3106/BK1/3011 dated 06/09/2024, registered at the office of the District Sub-Registrar, Seraikella, with the Builder / Vendor for the development of the land by constructing multi-storeyed buildings thereon consisting of several Flats, units, parking's etc. and have also executed registered General power of attorney in their favour.

AND WHEREAS one Shashi Prabha Jha, Wife of Mr. Vishwas Kumar Jha, has Purchased the land measuring Area 1.97 Decimal (One Point Nine Seven Decimal) being in Plot No. -1101 and land measuring Area 4 Decimals (Four Decimal) being in Plot No. 1103 i.e. Total Area of land measuring 5.97 Decimals (Five Point Nine Seven Decimal) recorded Under; Khata No. 147 Situated in Mouza Chhota Gamharia, P.S. Gamharia Thana No. 67, Halka No. II, from its previous lawful owners namely (1) Trilochan Das, (2) Gurupada Das, (3) Arjun Das, (4) Madhu Sudhan Das and (5) Bipadtaran Das, by means of Registered Sale Deed, bearing Sale Deed No.-272, (S.L.No.-282) in Book No.-1, Volume No. 31 from Page No.- 53 to 128 on Dated 25.01.2019 and thereafter Shashi Prabha Jha also got mutated her name in the Circle Office at Gamharia, in respect of her aforesaid Purchased land Vide Mutation Case bearing No.-1610/R27 2019-2020, on Dated 09/01/2020 and paying ground rent etc for the same in her name as such in her name has been recorded in Volume No. 9, Page No. 29 in Register II, of the Anchal Adhikari, Gamharia;

AND WHEREAS, similarly Shashi Prabha Jha, Wife of Mr. Vishwas Kumar Jha, had also purchased the land measuring Area 1.37 Decimals (One Point Three Seven Decimal) i.e. 600 Square feet, being in Plot No. 1104, recorded Under; Khata No. -147 Situated in Mouza Chhota Gamharia, P.S. Gamharia, Thana No. 67, Halka No. II, morefully described in the Schedule 'A' below from its Previous lawful owners namely (1) Santosh Kumar Das and (2) Ajay Das, both sons of Late Shambhu Nath Das, both Represented through their duly Constituted Power attorney Holder Ankita Sinha, Daughter of Krishna Sinha, by means of Registered Sale Deed, bearing Sale Deed No.- 2021/SAR/3099/BK1/2949, in Book No.- BK1, Volume No. 509 from Page No. 1 to 142 on Dated 13.09.2021 and thereafter Shashi Prabha Jha mutated her name in the Circle Office at Gamharia, in respect of her aforesaid Purchased land Vide Mutation Case bearing No.- 2079/R27/2021-2022 (SL No.-11020) on Dated 14/03/2022 and paying ground rent etc. for the same in her name and the same has been recorded in Volume No. 12, Page No. - 37 in Register II in, of the Anchal Adhikari, Gamharia;

AND WHEREAS the said Shashi Prabha Jha being desirous of developing their aforesaid land have entered into a Registered Development Agreement bearing No. 2024/SAR/3121/BK1/3023 dated 09/09/2024, registered at the office of the District Sub-Registrar, Seraikella, with the Builder / Vendor for the development of the land by constructing multi-storeyed buildings thereon consisting of several Flats, units, parking's etc. and have also executed registered General power of attorney in their favour.

AND WHEREAS accordingly upon the execution of both the said development agreements the Vendor / Builder came in possession of the Schedule A hereunder written land and the Vendor vide application being no. \_\_\_\_\_ dated \_\_\_\_\_ applied before the \_\_\_\_\_ for sanction of a valid building plan and permit and the same was duly sanctioned and granted vide memo no. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the Vendor also registered the project under the provision of Rera being registration no. \_\_\_\_\_.

AND WHEREAS accordingly thereafter the Vendor started the construction of a multistoried building on the Schedule A hereunder written land comprising of flats, units, parking's etc. and named the same as ORCHID TOWER.

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

AND WHEREAS by deed of Buyer's agreement made between the parties herein whereby it is agreed that the Vendor would construct and sale and the Purchasers/Vendee would purchase and hold Schedule B hereunder written flat with car parking space and common services etc. within the building known as "ORCHID TOWER" for a total consideration amount of Rs. \_\_\_\_\_ .00 (Rupees \_\_\_\_\_) only.

NOW THIS DEED OF TRANSFER BY SALE WITNESSETH :

That, pursuant of the said agreement and in agreed consideration amount of Rs. \_\_\_\_\_ .00 (Rupees \_\_\_\_\_) only paid by the PURCHASERS/ 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, advanced and privileges etc., all proportionate right in the common area, ingress and egress more specifically described in the Schedule hereunder written, the transferors by these present do hereby confirm the sale, convey, transfer and deliver and assigns unto the PURHCASERS/VENDEE all that flat together with all rights, title and interest thereto, to have and to hold the same by the PURHCASERS/VENDEE without any let or hindrance or objection impediment by and from anybody else.

1. That the VENDOR on receipt of full consideration amount from the PURCHASERS/VENDEE have already delivered actual physical possession of the **Schedule B** hereunder written residential flat and other relevant paper to the PURCHASERS/VENDEE and the PURCHASERS/ 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 PURCHASERS/VENDEE.

2. That the PURCHASERS/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

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said flat and the PURCHASERS/ VENDEE shall also pay the charges of common generator, its maintenance and service.

3. THAT THE VENDOR DO HEREBY DECLARE:

a. The PURCHASERS/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 PURCHASERS/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 PURCHASERS/VENDEE shall not claim any right, title, interest in any other space or spaces within the complex, other than their allotted flat and PURCHASERS/VENDEE will use the said flat as per terms and rules of the complex authority.

d. The PURCHASERS/VENDEE shall not hold or use the Schedule B 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.

4. THAT THE SELLER/VENDOR/ BUILDER AND THE PURCHASERS/ VENDEE JOINTLY DECLARES :

i. Neither the PURCHASERS/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 PURCHASERS/ 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 below property and any part thereof in manner aforesaid according to the terms, intent, and meaning of this indenture.
- iii. The PURCHASERS/ VENDEE shall now and always have the right to enjoy and use, along with the other Occupants/Purchasers of other residential flats, common passages, easements, roads, alleys, pavements, approaches and other common amenities or particular facilities provided in the said building "ORCHID TOWER" 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 PURCHASERS/ VENDEE shall be at the liberty to mutate their name in the office of the landlord, the state of Jharkhand through C.O. Gamharia with respect to the schedule below property either separately or collectively along with other occupants of the flats of the said building "ORCHID TOWER" 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 PURCHASERS/ VENDEE and described in the **Schedule B** 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 below property to the PURCHASERS/ VENDEE.

5. The PURCHASERS/VENDEE shall be entitled to use exclusively and possess the **Schedule B** hereunder written flat but shall have no right, title and interest or other part of the said building "ORCHID TOWER" including its roof right which shall remain the property of the VENDOR.

6. That the **Schedule B** hereunder written property does not fall under the purview of section 46 'a' and 'b' of the CNT Act and does not violate the principles as laid down U/S 22 'A' of the Registration Act.

**SCHEDULE "A"**

*(description of the entire premises)*

All that piece and parcel of land measuring 14.68 DECIMALS, i.e. 6400 Sq.Ft. Situated at **MOUZA CHHOTA GAMHARIA**, Thana no. 67, recorded khata no. 147, being Plot no. 1101, 1103 and 1104, Anchal Gamharia, Halka no. 2, P.S. Gamharia, District Seraikella Kharsawan, building now commonly known as **ORCHID TOWER**;

which is bounded as follows:

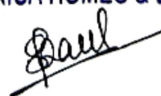
North :-

South :-

East :-

West :-

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SCHEDULE "B"

(description of the premises of the hereby transferred)

ALL THAT Residential Flat being Flat No. A4, admeasuring 1280 SQ.FT. of Super built up area, corresponding to (Built up area 1065 Sq.Ft. & Carpet Area 905 Sq.Ft.) 3bhk on the 1<sup>st</sup> FLOOR, Having 3 bedroom, 1 dining room , 1 drawing room, 1 kitchen , 2 toilet & 1 balcony, together with one car parking space, in the ground floor within multistoried building named as "ORCHID TOWER" situated at situated at MOUZA CHHOTA GAMHARIA, Thana no. 67, recorded khata no. 147, being Old Plot no. 1101, 1103 and 1104, Anchal Gamharia, Halka no. 2, P.S. Gamharia, District Seraikella Kharsawan, having undivided proportionate share of land measuring 300 Sq.Ft. Approx out of the Schedule A above land, together with all its advantages, privileges, services, amenities, right to ingress and egress, which is bounded as follows:

North :

South :

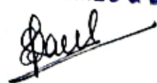
East :

West :

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

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

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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

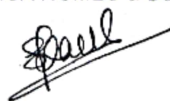
NAME OF THE PURCHASERS

Signature and finger print of the purchasers.

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

COSTARICA HOMES & DEVELOPERS



Proprietor