

SALE DEED

As per Govt. Value : Rs.....Only

THIS DEED OF SALE IS MADE ON THE DAY OF, 202.. at
..... BY & BETWEEN

1) **SRI PRASENJIT DAS** (PAN XXXXXXXXXX - and UID No. XXXX XXXX XXX) son of Late Prantosh Das, resident of Village Dahigora, Gopalpur, P.S. Ghatshila, Ghatshila, District East Singhbhum, State of Jharkhand, Pin-832303 by faith Hindu, by Category General, by Nationality Indian, by occupation business, presently residing at 2/1, Crouch lane, Crouch Avenue, Bowbazar, Kolkata-700012, represented through its lawful attorney Mr **TARUN KUMAR SINGH** (PAN – XXXXXXXXXX), son of Lt. Ram Naresh Singh, by faith- Hindu, by occupation- Business, residing at 19, Baikunthnagar, Post Office Road, Mango, Jamshedpur, East Singhbhum Jharkhand, Pin 831012 vide registered General Power of Attorney bearing Document No. **2024/JSR/XXXX/XXX/XXX** registered at District Sub- Registry Office jamshedour on 26th day of **July 2024** hereinafter referred to as "**LANDOWNER / SELLER NO. 1**". The above-named Principal is alive and the said General Power of Attorney has not been revoked.

M/s. Dolly Enterprises


Proprietor

(3)

AND

2) **M/S DOLLY ENTERPRISES**, a proprietorship firm, having its registered office at Ground floor, Anjali Apartment, Post Office Road, Mango Jamshedpur, District East Singhbhum, within the state of Jharkhand, represented through its proprietor **Sri Tarun Kumar Singh**, (PAN – XXXXXXXXXX and UID – XXXX XXXX 8286), son of Late Ram Naresh Singh, by faith- Hindu, by occupation- Business, residing at 19, Baikunthnagar, Post Office Road, Mango, Jamshedpur, Jharkhand hereinafter referred to as the “**BUILDER / DEVELOPER/ SELLER NO.2**” (the expression Seller No.1 shall unless excluded by or repugnant to the subject or to the context mean and meaning thereof deemed to be himself and include his heirs successors, legal representatives, nominees an the expression Seller 2. shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **ONE PART**;

IN FAVOUR OF

Mr. , S/O Mr
Nationality- Indian, by profession, by faith -
....., Category, residing at
after called the **SECOND PARTY** (Which expression shall excluded by or repugnant to the subject or context be deemed to mean and includes his heirs, successors, legal representatives, administrators, and/or its successor, legal representatives and assignees of the **OTHER PART**)

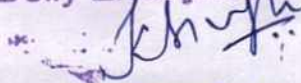
NATURE OD DEED :

SALE DEED

TOTAL CONSIDERATION:

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M/s. Dolly Enterprises



Proprietor

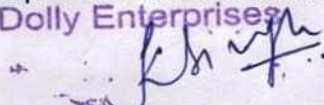
(4)

WHEREAS, the Seller No. 1 Sri Prasenjit Das above reffered, vide registered Sale deed No._____, dated _____ registered at District Sub Registry Office, Jamshedpur owns that piece and parcel of raiyati homestead land **measuring an area 10.84 Decimals or 6.56 kathas**, situated at being in Portion of New **Plot Nos.808 and 809**, recorded under New **Khata No.74**, situated in **Mouza GOPALPUR**, P.S. Ghatsila, Thana No.113, Halka No.5, Ghatshila, District Sub-Registry Office at Jamshedpur, Sub-Registry Office at Ghatsila more fully described in the Schedule below, by means of a **registered Gift Deed, bearing Deed No._____, Sl. No._____, dated _____, registered at District Sub-Registry Office at Jamshedpur** since then Prasenjit Das came into possession of the said land and thereafter he got his name mutated in schedule below land in the records of the landlord through C.O. Jamshedpur, **vide Mutation Case No.196/ 2001-2002, order dated 18.12.2001** and is paying rent regularly to the superior landlord, the State through the C.O., Jamshedpur and has obtained rent receipt in my own name **entered in Volume No.2, Page No.71** and since he is paying rent for the aforesaid property and obtained rent receipt in his own name;

AND WHEREAS, since the purchase of the aforesaid land, he has been in peaceful physical possession and occupation of the aforesaid land as sole aa, absolute and lawful owner of the same without any let, hindrance or disturbances from any corner/person or persons, by exercising all acts of ownership thereto;

AND WHEREAS, sometime in the past, the Seller No.1 being desirous of constructing a multistoried building, consisting of flats, parking spaces etc. over the schedule land 'A' below land, approached the Builder/ M/s Dolly Enterprises, a proprietorship firm to develop and/ or construct a **multistoried building** over the said plot of land and having discussed in all matter relating

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(5)

to construct and distribute of the proposed **multistoried building** together with Parking space and other affairs of the proposed building project, the Landowner has been pleased to grant and offload the total development work to Developer/Builder;

AND WHEREAS, the landowner desirous to develop and/ or construct multistoried building and/ or building project over the said plot of land through reputed builder/ developer, both the parties voluntary hereto entered into a Development Agreement hence, to avoid all or any kind of future legal complication or legal disputes, both, the parties have decided to enter into a registered **Development Agreement** on the ____ day of ____ 2024 vide **Document No: 2024/JSR/XXXX/XXX/XXXX** dated _____ to develop multistoried building on the said Land mentioned in Schedule 'A' below.

AND WHEREAS, the said Seller No1. Sri Prasenjit Das, has also conferred his requisite power in favour of TARUN KUMAR SINGH, proprietor of Seller No.2 /M/s Dolly Enterprises as his attorney, by the execution of a registered General Power of Attorney bearing **Document No. 2024/JSR/XXXX/XXX/XXX** dated _____ registered at District Sub Registry Office, Jamshedpur and the Seller No.2 on the strength of the said Registered Development Agreement and Registered General Power Of Attorney has developed the Schedule 'A' below land and constructed a multistoried building known as 'DIPALI APARTMENT' consisting of flats, parking spaces etc. over the same with provided facilities common utility as per the approved plan

AND WHEREAS, after execution of the aforesaid Development Agreement the Vendors got approval of Building Plan from **East Singhbhum Zila Parishad** vide Permit No: _____ dated _____ accordingly constructed a

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Proprietor

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multistoried building which is known as **DIPALI APARTMENT**, over the schedule 'A' below land.

AND WHEREAS, the Purchaser/s after inspecting the building plan and all other documents related to the schedule 'B' below flat property and was satisfied with the legality of the property, and on being desirous of buying one residential flat, more fully described in the schedule below, for full, final, and highest consideration amount of Rs. _____ Only, and accordingly entered into one agreement, hence, to avoid all or any kind of future legal complication or legal disputes, both, the parties have decided to enter into this Sale Deed, on the following terms and conditions.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1. That, in pursuance of Buyer/s Agreement, executed at Jamshedpur, for consideration amount of Rs. _____ Only, is paid by the Purchaser/s to the Seller No. 2, details of which are given in Memo of consideration, herein below mentioned, the receipt whereof the Seller No. 2, does hereby admits and acknowledges as full, final and highest consideration amount received against the sale of the schedule 'B' below property, and the Seller No. 2 does hereby grant, sale, convey, transfer, deliver, and assign unto the Purchaser/s together with all their right, title, and interest in the aforesaid flat, more fully described in schedule below TO HAVE AND TO HOLD, the same, along with their legal heirs and successors without any interruption from the Vendor/s and their legal heirs and successors.

2. That, the Vendor/s has also delivered the physical possession of the said schedule 'B' below flat to the Purchaser/s and from this day the Purchaser/s will possess and enjoy the same as absolute owner/s in all possible ways with power to dispose of the same by way of sale, gift, mortgage or any other ways

M/s. Dolly Enterprises
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whatsoever in any manner they like subject to clearance of all the municipal tax / govt. tax / taxes / service tax / and all other dues / charges of maintenance authority / society / owner's association etc.

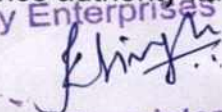
3. That, on and from this day all right, title, interest and possession of the Vendors, in respect of the aforesaid flat fully described in the schedule below have been vested absolutely unto the Purchaser/s and the Purchaser/s shall enjoy and use the same as absolute owners thereof.

4. That, the Purchaser/s will have the right to use the roof and / or open sky area of the said building /residential complex without making any damage along with other Purchaser/s of said building known as **DIPALI APARTMENT**, however, the Purchaser will not have any right over the roof of the building.

5. That, if in future any kind of charges or taxes is levied or imposed by the Local or State or Central Government then that has to be borne by all the flat owner/s proportionately or individual flat owner/s as applicable.

6. That, Building is known as **DIPALI APARTMENT**, and the Purchaser/s and / or the unit owner/s and/or the association is not entitled to change the name at any time even in future.

7. That, the Purchaser/s shall now and always have the right to use and enjoy with the Purchaser/s of the other residential flat/s all that common passages, casements, roads, pavements, approaches, and all other common amenities and facilities provided for the said flat and the Purchaser/s shall be entitled to use sewers, drains, water sources, electrical power installed for the said building in common with the other Purchaser/s, and will bear proportionate cost and expenses of maintenance and repairs of all amenities, facilities, as and when necessary for beneficial enjoyment, the Purchaser/s shall also pay proportionate ground rent, other taxes, municipal charges if any to the proper authority and / or to the maintenance authority flat owner's association than in

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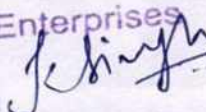
the manner agreed by the society/association of flat owner/s duly recognized by the Vendor/s.

8. That, the Purchaser/s shall pay the maintenance charges / taxes and other common expense regularly and punctually by the 10th day of each and every month of English Calendar to the Maintenance Authority / Flat Owner's Association / Society for their respective residential flat/s as per their proportionate share/s which is decided in the matter of cost of lighting and illuminating the passage, landings and staircase, other common parts of the building/s together with the maintenance charges, municipal charges in proportion to the carpet area / super built-up area and other taxes like service tax, house tax, holding tax or charges which may be levied by the Notified Area Committee, State Govt. Central Govt. or any other authority either govt., semi govt. or local govt. also in proportion to the area of the flat as used by the Purchaser/s in common with other occupant/s.

9. That, the Purchaser shall pay electricity charges according to her individual 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 realizing charges of electricity usage/consumption including transmission loss etc., any levy or surcharges, or bills etc., if any shall be payable by the Purchaser/s, and the Purchaser/s shall be liable to pay proportionate water charges, generator running cost / charge including its maintenance as well as municipal charges in proportion.

10. That, the Purchaser/s shall not store any harmful chemical or explosives in the said residential flat or any prohibited articles which is / are likely to affect the construction / structures of the said building, neither the Purchaser is entitled to keep any animal or pet in the common area like passage, alley, staircase, internal colony road, etc., in the premises of _____

Ghatshila.

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11. That, the Purchaser/s is not entitled to open out any new window or door or any other apertures protruding outside wall of the schedule below flat and shall not decorate the exterior of the building and must not alter or change the external elevation of the building including the design and drawing of grill and paints etc.

12. That, the Purchaser/s shall not store or deposit or permitted to be stored or deposited any rubbish, boards, waste materials in the staircase, common corridors, roof, passage or any other part of the said complex / building or any common areas and further shall not trespass or block the common space, common corridor etc., which shall however remain open for the free movement of all occupant/s.

13. That, the Purchaser/s along with the other occupant/s was also not allowed to keep her / their pet animals in the common passage or staircase or in any common area of the building, and if by such act of the Purchaser/s any damage is caused due to the pet animals or animal within the building and /or within the complex, the concerned person will be held liable for penalty and will be answerable to the Maintenance Authority / Owner/s Association.

14. That, neither the Purchaser/s nor any occupant/s shall trespass or block any common space or passages or common roads, or alleys of the said " _____ ", as such space remain open for free movement of all occupants, and the Purchaser/s must not make any alteration or deviation any of the common amenities, facilities and privileges of " _____ ".

15. That, the Purchaser/s shall use the said flat for residential purpose only and must not operate any kind of wholesale or retail business or animal husbandry business from the schedule below flat, and shall must extend her full co-operation in keeping the building premises clean, healthy, neat and in good sanitary condition, and must maintain harmonious relation amongst Purchaser/s of other flat/s.

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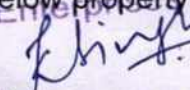
16. That, the Purchaser/s after examining all relevant documents related with entire lands and building and also after inspecting the structure got fully satisfied and then accepted possession of the said flat at her satisfaction.

17. That, if any kind of charges or taxes or any other tax is levied or implied later on by the Local, State or Central Government i.e., like VAT or Service Tax or Holding Tax, Sales Tax, G.S.T. etc., then all the Purchaser/s has to pay their proportionate share of that particular charges to the Vendor if and only ask for by the competent or proper authority or directly to the government as applicable.

18. That, the parties include their legal heirs and persons claiming under or interest of them shall be bounded by the terms and conditions of this Sale Deed. Ghatshila Court alone has jurisdiction in any or all the matters arising out of this indenture.

19. THAT THE PURCHASER/S HEREBY DECLARE/S AND COVENANT/S

- i) to hold, occupy and enjoy the demised flat as per rules and regulations of the complex Society, time being enforce and as shall be amended from time to time.
- ii) to maintain and manage the said schedule B flat below at his/her their exclusive fund management.
- iii) to use and hold the premises, for residential purpose only and not to convert the flat into an industry or other purpose.
- iv) not to use and hold the flat in such a manner so as to damage or injure the adjacent neighbouring flats of the said complex.
- vi) THAT, the Seller have delivered Xerox copies of the relevant documents in connection with the schedule 'B' Property, to the purchaser/s.
- vii) That, the Schedule 'B' below property is situated at Branch Road.

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SCHEDULE - 'A'

(Description of the entire land)

In the District East Singhbhum, Town Ghatshila and District Sub Registry office at Ghatshila, the Raitiyati land situated in Mouza – Gopalpur, P.S. – Ghatshila, Thana No. – 113 recorded under Khata No, Plot No., Area and boundary bounded herein below mentioned: -

New Khata No.	New Plot No.	Area
74	808 & 809	10.84 Decimals

i.e. 10.84 decimals or 6.56 kathas of Raiyati Homestead land

which is bounded by:

North:

South:

East:

West:

SCHEDULE - 'B'

(Description of Flat)

Ownership of One Flat bearing Flat No. in the building known as **DIPALI APARTMENT** measuring Carpet Area sq. ft. (..... square feet) together with undivided proportionate share in Schedule 'A' above Land measuring Sq.ft. (Approx) including One Car parking in the car parking space on the ground floor of the building which is bounded by:

North:

South:

East:

West:

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Annual ground rent payable to the landlord, the State of Jharkhand, through the C.O., Mango, Jamshedpur, entered in **Volume No.2, Page No.71** and other proportionate charges are payable to the Complex authorities/ Society.

IN WITNESS WHEREOFF, MR. TARUN KUMAR SINGH has hereunto set his hand on this deed of Sale as attorney for the Seller No. 1 and proprietor of the Seller No. 2 on the day, month and year first above written.

Read over and explained the contents of this deed to the executants and he has admitted the same it to be true and correct.

WITNESSES:

1.

2.

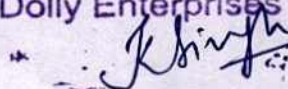
Printed by:

.....Court

Drafted by:

Advocate

M/s. Dolly Enterprises

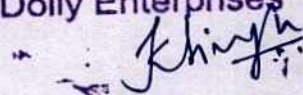


Proprietor

MEMO OF CONSIDERATION

<u>Date</u>	<u>Mode of Payment</u>	<u>Amount</u>
.....
.....
.....

M/s. Dolly Enterprises



Proprietor