

DEED OF SALE

THE DEED OF ABSOLUTE SALE is made on this the 2nd day of March Two Thousand Twenty By & BETWEEN :- (1). **Sri. Sarbeshwar Kumar**, UID 8563 3775 9405, 2. **Sri. Sanjay Kumar**. UID No. 2263 7951 5575, 3. **Sri. Sandeep Kumar**, UID No. 2488 2446 8651, S/o Sri. Kalipada Kumhar by faith - Hindu, by caste - Kumhar, by occupation - Cultivation, Resident of Ranipokhar, Tola Babudih, P.O- Baidhmar, P.S. Harla, Sec 9, Dist - Bokaro, State - Jharkhand represented by their constituted Power of Attorney 1. **Sri. Aditya Raj Sengar**, UID NO. 6750 3238 6490, S/o. Sri Kameshwar Kumar Sengar, by faith - Hindu, by Caste - Rajput, by occupation - Business, resident of H.No. 20, B.S.N.L Exchange, Bastacolla, Dhansar, P.O. Dhansar, P.S. Jharia, Dist. - Dhandbad, State - Jharkhand, Pin-828106

2. **Sri. Manbharan Pandit**, UID No. 4250 4221 2790, S/o Fakir Pandit, by faith - Hindu, by Caste - Kumhar, by occupation - Business, resident of Near Primary School Village Jealgora, P.O. K.G. Ashram, P.S. Govindpur, Dist- Dhanbad State - Jharkhand, Pin-828109

3. **Sri. Sudhir Ranjan Lala**, UID No. 4222 0680 9156, S/o Kanan Bihari Lala, by faith - Hindu, by Caste - Kayasth, by occupation - Business, resident of H.No. 02, J.C. Mallick Road Dhanbad, P.O & P.S. Dhanbad, Dist- Dhanbad State - Jharkhand,

by virtue of Registered General Power of Attorney being No. - IV 21, dated 16.02.2017 registered at Registry Office Chas, Dist. - Bokaro, State - Jharkhand, hereinafter called and referred to as the VENDORS (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their executors, administrators, legal representatives and assigns) of the FIRST PART (Vendors are alive till today and said power is not revoke till today) (Indian Citizen).

AND

"M/S MADHUBAN DEVELOPERS.", a Partnership Firm, having its registered office at 101, Matrichhaya Dhirendrapuram, Dhainya, PO. ISM Dhanbad, Dist Dhanbad, State - Jharkhand, Pin-826004, represented through its Partner's 1. **Sri. Aditya Raj Sengar**, S/o. Sri Kameshwar Kumar Sengar, by faith - Hindu, by Caste - Rajput, by occupation - Business, resident of H.No. 20, B.S.N.L Exchange, Bastacolla, Dhansar, P.O. Dhansar, P.S. Jharia, Dist. - Dhandbad, State - Jharkhand, Pin-828106

2. **Sri. Manbharan Pandit**, S/o Fakir Pandit, by faith - Hindu, by Caste - Kumhar, by occupation - Business, resident of Near Primary School Village Jealgora, P.O. K.G. Ashram, P.S. Govindpur, Dist- Dhanbad State - Jharkhand, Pin-828109

3. **Sri. Sudhir Ranjan Lala**, S/o Kanan Bihari Lala, by faith - Hindu, by Caste - Kayasth, by occupation - Business, resident of H.No. 02, J.C. Mallick Road Dhanbad, P.O & P.S. Dhanbad, Dist- Dhanbad State - Jharkhand, hereinafter for the sake of brevity called the "DEVELOPER/BUILDER", (which expression shall include its heirs, executors, legal representatives, assignees, agents etc.) of the SECOND PART. (Indian Citizen).

PAN No. - ABEFM5803G.

AND

IN FAVOUR OF

Smt. Urmila Devi, UID No. 7252 2454 6021, PAN. BIEPD6664E, W/o - Sri. Lakshman Mahto, by faith Hindu, by Caste Koiri, by occupation Housewife, at residing of Qr. No. 1207, Sec- VIII A, Street 4, Qr, P.O- Sec- IX, P.S. - Harla, B.S.City, Dist- Bokaro (Jharkhand), hereinafter referred to as the "Purchasers/Vendee" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors successors, administrators, legal representatives and assignees) of the OTHER PART, (Indian Citizen)

WHEREAS Regd. Sale Deed No. 3244, dated 27.07.2016 purchased from Kalipada Kumhar, S/o Late Aghnu Kumhar in the name of 1. Sri. Sarbeshwar Kumar, 2. Sri. Sanjay Kumar. 3. Sri. Sandeep Kumar Registered at Bokaro Registry Office

WHEREAS vendor is in peaceful and undisturbed possession thereof and mutated his name in the landlord sherista the State of Jharkhand vide Mutation Case No - 2454/I, 2016-17 and rent is being paid under Thoka No. 4277, regularly and entered into register - II, Volum No. 23, Page No. 48, Receipt No. 70270987202, Year 2019-20

Whereas the land owners became absolute and exclusive owners of the land described in the schedule below of this agreement by exercising diverse acts of ownership and possession within the knowledge to the authorities and the people of the locality and are recognized raiyat owners for the said land.

WHEREAS the developers "M/S MADHUBAN DEVELOPERS." through its representatives approached the land owners for allowing them to develop and construct Multistoried Residential Apartment "K.P.TOWER" over the said land described in the schedule attached to the Development Agreement dated 14/02/2017

WHEREAS on the basis of the Development Agreement the Developer/Builder decided to develop a Multistoried Residential Apartment on the said Plot of land in the name and style of "K.P.TOWER"

AND WHEREAS said "K.P.TOWER" has been constructed multistoried building comprising different flat units of different built up area, with parking space etc. on the Schedule "A" land as per approved plan of MADA vide House Building Case No 1/2017-18 which is commonly known as "K.P.TOWER"

AND WHEREAS the purchaser(s) had inspected and was satisfied herself about the building plan in the said apartment and were desirous of purchasing one FLAT on the Third Floor, **with one car parking space in the Basement floor** within the said "K.P.TOWER" and accordingly the purchasers entered into an agreement with the Developer/Builder against the Flat which is more fully described in the Schedule "B" hereto which is part and parcel of Schedule "A" property as referred to above. That the Vendor is the owner of the landed property and

1. Sri. Aditya Raj Sengar, 2. Sri. Manbharan Pandit, 3. Sri. Sudhir Ranjan Lala, signing this deed being (Attorney Holders) and also the Partners of "M/S MADHUBAN DEVELOPERS."

AND WHEREAS the purchaser(s) above named approached the Vendors & Builders and expressed his/her/their desire to purchase a Flat on the Third Floor, Flat No. - D-1 measuring an area 972sq.ft. of Super Built Up Area in the Said Apartment more fully described in the Schedule "B" hereto on the ownership basis;

AND WHEREAS in Course and as a result of negotiations between the parties hereto the Vendors & Builders hereto agreed to sell and the purchasers hereto agreed to purchase the said Flat No. - D-1 on the Third Floor more fully described in the Schedule "B" hereto after proper inspection of the said unit and after being fully satisfied with the quality of Construction there of and the title of the vendor hereto for the reasonable and highest offered consideration of Rs 22,15,500/- (Rupees Twenty Two Lakh Fifteen Thousand Five Hundred) only on the terms and conditions mutually agreed between them and entered into an agreement for the said purpose.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the aforesaid agreement and in consideration of the total sum of Rs 22,15,500/- (Rupees Twenty Two Lakh Fifteen Thousand Five Hundred) only which has been paid by the purchaser(s) to the Vendor as per payment schedule mention in Schedule "C" of this deed (the receipt of which sum is hereby acknowledged and admitted by the vendor) as per details appearing in the memo of consideration appearing in Schedule "F" hereto and in consideration of the terms and conditions herein contained the vendors absolutely and indefeasible grant sell

convey transfer and assign their entire right, title, interest and possession in and over Flat No. - D-1 in the Third Floor of "K.P.TOWER" Residential Complex more fully described in the Schedule "B" hereto together with utility right in common area details described in Schedule "D" also all claims, easement and other incidental rights belonging appertaining thereto more fully described in the Schedule "E" hereto the purchasers TO HAVE AND TO HOLD the same for all timesto come free from all encumbrances subject on the terms and conditions hereinafter appearing with joint ownership of its floor and walls and undivided Propertionate share in built up area of the said flat as detailed in Schedule "C" Area of flat means having an approximate with built up area, which includes that whole of floor area, plus area of walls and half the area of walls common with other flat adjoining the said flat. In future any central/state Govt. sponsored act or legislation affecting the tax (GST tax) and levy shall have to be borne by the buyer over and above the cost of the Flat and the existing burden thereon no interest/penalty claimed by the purchaser at any stage shall be entertained by the Vendors.

2. That the vendor doth hereby covenant with the purchasers that the vendors is the owner of the Schedule "A" land and the floor area sold herein and the same in no manner encumberances by way of mortgage etc. and the purchaser has inspected all the documents regarding the title of the property and has fully satisfied hereself about the title of the vendor and quality of Construction size and being fully satisfied with the same has therefore purchased the same.
3. That the vendor hereby further covenant with the purchasers that the vendor shall pay the annual ground rent now or in future becoming payable up-to date and shall keep the purchasers fully indemnified harmless and free from and against any attachment or legal proceeding in respect thereof and that the purchasers shall be liable to pay proportionate ground rent municipal tax etc, in respect of the Schedule "B" property hereby sold which become payable as from the day onwards Further if there is any service tax or any taxes etc as assessed and attributable to the Developer/Builder as a Consequence of order from the Government or other local authority(s), shall pay the same and the above purchasers will be liable to pay his/her/their proportionate share after registry of this also.
4. That finished Flat shall be delivered for possession only after receiving full and final payment and thereafter getting allotment letter/no objection certificate from the builder.
5. That the purchaser(s) shall has/have full and absolute proprietary rights in the schedlue 'B' premises and shall be entitled to sell, transfer, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms, herein contained to any person or persons.
6. That the purchasers in consideration of the use and enjoyment of the Common Part of the said Complex of Schedule "A" land has undertaken.
 - i) Not to throw any rubbish or store any article or common parts save to such extent and at such place, if any, as may be specifically permitted by vendors in writing.
 - ii) Not to carry on any obnoxious, offensive, illegal or immoral activity in the said unit or any other portion of the said complex is common parts.
 - iii) Not to cause any nuisance of annoyance to the Co-purchasers and or occupants of other portions of the Complex.
 - iv) Not to use or allow being used the said unit for the purpose other than for quiet and decent purposes for which sold.
 - v) Not to decorate or paint or otherwise alter the exterior of the said unit or common

parts of the complex in any manner save in accordance with the general Schedule thereof as is or may be specified by the vendor.

- vi) Not to do anything whereby the other co-purchaser are obstructed in or prevented from enjoying quietly and exclusively of their respective units and jointly of the common parts.
 - vii) Not to claim any right in any part of the Complex save as may be necessary for ingress and egress of men material utilities pipes cable and lines to be installed in the said unit and in particular not to claim any right to any parking space or store room or terrace save expressly granted.
 - viii) Not to obstruct in any manner the owner or the developers or other persons permitted by the owner and/or developer in raising further stories or making other constructions or transferring any right in or on the land or building or other units of the said complex or parking space not to store or bring eave articles or hand heavy articles which may hang injure or damage any structures and/or flooring or stairs or portions of the said Complex.
 - ix) Not to display or affix any neon-sign or sign board on any other wall of the building of the unit or the common parts save to affixation of the name plate containing the name of purchaser at the place specified from time to time by the vendor.
 - x) Not to claim any partition or sub division on the land of the said premises or the common parts of the said building and not to make any partition of the unit in smaller sizes by metes and bounds or making separate independent portion of the said unit.
 - xi) Not to claim any additional proportionate undivided right in the said land in case the owners and/or the developer does not construct the entire constructible area.
 - xii) Not to claim any right of user/common use or otherwise ever or in respect of the terrace/roof of any nature whatsoever and the said terrace/roof shall always be at the exclusive disposal of the owners/developer as owned exclusively and absolute property with rights of making further constructions thereon according to the plan that may be sanctioned and the purchaser covenants not to raise any objection/claim/impediment/hindrance in the said further constructions being made at any time.
 - xiii) Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced by reasons of the owners and/or developer construction in excess of the area now intend and/or agreed to be constructed the said land and not to obstruct or raise any objection of any nature whatsoever to such construction or any portion thereof.
 - xiv) To observe the rules framed by the Developer/owner and/or such body which may be entrusted in this behalf by the vendor regarding the manner of the use and/or such body which may be entrusted in this behalf by the vendor regarding the manner of the use and enjoyment of the common parts and land to undertake maintenance of the unit in question on receipt of possession from the vendor all liabilities in respect of the said unit from the date of the sale/possession would be that of the purchaser in respect of its maintenance keep accidental etc.
 - xv) Not to damage the all of the premises in question in any way whatsoever the Purchaser will only be entitled to use wooden plant for the purpose of interior decoration let it be made clear that no Civil work will be allowed to be done and not to alter change or in any way disturb the present setting of the unit.
 - xvi) Not to open any other window or ventilation in the premises in question.
7. That the purchasers have undertaken to pay and share the expenses of the said Complex proportionately with Co-purchasers with respect to items stated in Schedule "E"

8. The Builder also reserves its right to allot the un-allotted parking spaces even after handing over maintenance of said Complex to Residents Welfare Association (RWA) of owners/occupiers of the Flat. The RWA or the owners/allotees/occupiers of the Flat shall not have any right over the un-allotted parking spaces.

Note: Open spaces, lobbies, staircase lift, terraces, roofs spaces for basement, parking space except what has been allotted by an agreement to intending Purchaser or any other space will remain the property of the Builder.

SCEHDULE- "A"

(particulars of the Land)

All that piece and parcel of Rayati right of land in Mouza - "Ranipokhar", P.S. - Harla, Sec 9, Thana no.-20, Sub-Division and Sub-Registry Office Chas, District - Bokaro, Halka no.-7 Khata No. - 128, Plot No. - 2812, Area 27.75 Decimal and Plot No. - 2985, 2986, Area 17.25 Decimal Total measuring area 45 Decimal of lands only together with multi storied residential complex standing thereon, commonly known as "K.P.TOWER". (Construction started in the year 2017-18 and land situated at subsidiary Road),

Total Area 45 Decimal are butted and bounded as under:-

North- Lalu Kumhar	South- Vender Niz
East - Self Rasta	West- Lalu Kumhar

SCEHDULE- "B"

Particulars of the Property Sold

All that Flat No. - D-1 Super Built Up measuring area 972sq.ft. situated on Third Floor **with one car parking space in the Basement Floor** in the multistoried Premises/Complex Commonly and populaly know as "K.P.TOWER" along with undivided proportionate variable indivisible share in Schedule "A" land being constructed as demarcated in Red on the Plan annexed hereto (The land is situated at Subsidiary Road) butted & Bounded by :-

North- Flat No. B-4	South- Open to Sky
East - Open to Sky	West- Lift Coridor

SCHEDULE- "C"

Payment Details

Total Payment of Flat is Rs. **22,15,500/- (Rupees Twenty Two Lakh Fifteen Thousand Five Hundred)**

Sl. No.	Name of Bank,	D.D/NEFT/Chq No.	Dated	Amount
1.		105961	30-04-2018	1,50,000/-
7.				
8.				

COMMON AREAS

- 1) Common Passage and lobby, ramp on the ground floor exception car parking area
- 2) Transformers, electrical, sub-station, electrical wiring, meters generators and fittings excluding those that are installed for any particular unit.

- 3) Such other common parts areas equipments installation fixtures fitting and space in or about the said complex as sare necessary for passage to the user and occupative of the units in common and such other area specified by the vendor expressly to be the common and such other area specified by the vendor expressly to be the common parts but excluding the roof and/or Terrance and the open and covered car parking space area.
- 4) Common area light and fixtures will paid by the Buyer of Flat's maintenance charges.

SCHEDULE' "D"

1. Right of easements among other co-purchaser/occuplers and full right and liberty and authority in common with all other persons entitled to like rights at all times by day or by night and for all purposes in connection with the use or enjoyment of the unit to go pass and pass over and along the common passage and common portions and through and along the main, entrance of the building passage banding and stair cases landing of the respective unit space full rights and liberty to other co-purchaser/occupiers to use the common portions of the said building for the purpose of redecoration and repairing the common portions of the said building for the purpose of redecoration and repairing their respective unit.
2. The right of subjacent and lateral support or shelter and protection from the other parts of the building and from the site and roof thereon.
3. The free and uninterrupted passage and runing of water and soil, gas and electricity from and to the units cover drains water cable pipes and wire to the said complex either existing to or be installed in future.
4. The right with servant workman and others at all reasonable times at both is (except in the case of emergency) to enter or into and upon other parts of the building for purpose of repairing clean in and for renewing any such cover drinks water courses, cables pipes and wire as aforesaid and laying down a new cover drain and water courses pipes.
5. The right with servants working and other at all reasonable time no notice except in case of emergency to enter into and upon other portions of the building for the purpose of repairing, maintaining renewing, altering of the building the said unit or any of the complex subjacent or lateral support shelter or protection of the unit.

SCHEDULE - "E"

(Proportionate share of expenses agreed to be shared by the purchaser)

1. The expenses of maintaining and repairing redecoration renewing at the main structures and in particular the gutters rain water pipes of the building the gas and water pipes, drains electric cables wires and other means of communication in under upon the said building to be constructed and serving more than one flat main entrance passage landing and stair cases of the building leading to the respective units in the said building.
2. The cost of cleaning and lighting Passage landing stair case and other parts of the said building so enjoyed or used by said purchaser in common with other unit holders and with occupiers as aforesaid and or keeping open portion etc. and to other parts of the said building in good condition and repairs.
3. The cost of decoration the exterior of the building. The cost of D.G. set lift and transformer equally shared by all flat/owners/common area light and equipment.
4. All rates arrears and outgoing payable in respect of the said building and parts of the same and or any portions including the roof notwithstanding that such roof shall

be the property of the owners with full right of the enjoyment use disposal thereof.

5. Cost of insurance against GROUND PARTY risks in respect of the building if such insurance shall be at all taken out by owners the higher charges and other expenses of renewed taxes if any incurred by the owners in respect of the said building or any portion thereof for Flat owners and occupiers of the said flat and to repair and renewing the dustbin or reused bin if provided at the said building.
6. All owner expenses if any incurred by the owners for the maintenance and proper convenient and running of the said building.
7. Cost of installation and maintenance of the fire safety devices would be responsibility of the flat unit owners and not of builder.
8. Liabilities arising out of any accident in Course of maintenance of the Complex would be that of a flat owners and not of builder.
9. Cost of all the amounts becoming payable by way of premium unearned increase to the GOVERNMENT MADA town planning authority or any other authorities or any charges payable as betterment or Development charges or any charges fees/ fines payable as betterment of Development charges or any other tax or payment will being demanded from owner/Developer, Flat owner will ensure for their proportionate share of expenses comes under monthly maintenance to be paid directly or through their representative.
10. That, the Vendor/Developer shall take completion/no objection certificate from the competent authority of town planning i.e. MADA Dhanbad before handover possession of the flat to the purchaser after completion of the building.
11. Stamp Duty and Registration Fees pay for Rs 22,15,500/- (Rupees Twenty Two Lakh Fifteen Thousand Five Hundred) only

SCHEDULE - "F"

Valuation of Flat:- Rs 20,65,500/- (Rupees Twenty Lakh Sixty Five Thousand Five Hundred)

Valuation of Land with Parking Space :- Rs1,50,000/- (Rupees One Lakh Fifty Thousand)

Total Coast of Flat, Land & Parking :- Rs **22,15,500/- (Rupees Twenty Two Lakh Fifteen Thousand Five Hundred)**

IN WITNESS WHEREOF THE VENDOR HERETO HAVES SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THIS THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

PARTICULARS OF THE FLAT

- | | | | |
|----|--|---|------------------------|
| 1. | Whether Kucha or Pucca | - | Pucca |
| 2. | If Pucca whether tiled or reinforced concrete Bricks | - | Reinforced, Concrete & |
| 3. | Number of stories | - | B+G+4 |
| 4. | Total Number of Flats in the Apartment | - | 30 |
| 5. | Year of construction (Under Construction) | - | 2017-18 |
| 6. | Brief description and nature sanitary General Fittings | - | Mentioned in deed |

electricity and other fittings in case
of building and their equipment

- | | | | |
|-----|--|---|---|
| 7. | Area of building (Flat) Carpet Area | - | N/A |
| 8. | Area of building (Flat) Super Built Up Area | - | 972sq.ft. |
| 9. | Whether the building construction is used a residential/commercial or industrial | - | Residential |
| 10. | (i) If on rent, the amount of annual rent | - | N/A |
| | (ii) Built Up Area of Flat | - | N/A |
| | (iii) Proportionate share of undivided area of land and percentage of undivided interest | - | 20% |
| 11. | Cost of Flat (Super Built Up Area) including parking | - | Rs 20,65,500/- (Rupees Twenty Lakh Sixty Five Thousand |
| 12. | Cost of proportionate undivided share of land (194 sq.ft. or to say 0.44 decimal) | - | Rs 1,50,000/- (Rupees One Lakh Fifty Thousand) Only |
| | TOTAL | - | Rs. 22,15,500/- (Rupees Twenty Two Lakh Fifteen Thousand Five Hundred) |
| 13. | Annual Rent of proportionate undivided share of land. | - | 05 Paisa |
| 14. | The map attached with the schedule shall be part of this sale deed | - | Yes |

Certified that the land is not prohibited by Govt. i.e, does not comes under the Forest land Adivasi Land Bhudan Land, Keshre Hind, Gairmazaruwa Land Celling and Govt Acquisition Land and the Vendor/Vendors and their reserved class under the C.N.T. Act. (Free From All)

PHOTOGRAPH AND FINGER PRINTS OF THE PURCHASER :-

WITNESSES :

1.

2.