

SALE DEED**As per Govt. Value : Rs. _____/- only**

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF SEPTEMBER, 2020 AT JAMSHEDPUR; **BY AND BETWEEN:**

M/S. NILKANTHA CONSTRUCTION, a Proprietorship firm, having its office at Sahu Apartment, Main Road, Ghatsila, P.O. & P.S. Ghatsila, District East Singhbhum, State of Jharkhand, represented by its Proprietor **SRI PRANAB KUMAR SAHU, (PAN – AOFPS2156E and UID No.7728 8877 7375)**, son of Sri Nilkantha Sahu, by faith Hindu, by Caste Teli, by occupation Business, Nationality Indian, resident of Tumandhungri P.S. Ghatsila, District East Singhbhum, State of Jharkhand, hereinafter referred to as the **SELLER** (which expression shall unless, excluded by or repugnant to the context, mean and include its/ his legal heirs, successors-in-office, executors, administrators, legal representatives, nominees and assigns) of the **ONE PART;**

IN FAVOUR OF

- 1) **SRI** _____, (**PAN –** _____
and **UID No.** _____), son of _____, by occupation _____ and
- 2) **SMT.** _____, (**PAN –** _____
and **UID No.** _____),
wife of _____, by occupation _____;

Both by faith Hindu, by Caste _____, by Nationality Indian, both are resident of _____, Pin - _____, hereinafter referred to as the **PURCHASER/S** (which expression shall unless, excluded by or repugnant to the context, mean and include his/ her/ their legal heirs, successors, executors,

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administrators, legal representatives, nominees and assigns) of the **OTHER PART**.

NATURE OF DEED:

SALE DEED

TOTAL CONSIDERATION:

Rs. _____/-

(Rupees

_____) only.

WHEREAS, all that piece and parcel of raiyati homestead land, measuring an area **10.50 Decimals**, situated in Mouza **Sandpura**, P.S. Ghatsila, Survey Thana No.109, Halka No.V, recorded under New Survey Khata No.80, in Portion of Plot Nos.45, 48 and 49, District Sub-Registry Office at Jamshedpur, Sub-Registry Office at Ghatsila, Distrit East Singhbhum, Pargana Dhalbhum, which was purchased by Sri Pranab Kumar Sahu, son of Sri Nilkantha Sahu (the Proprietor of M/s. Nilkantha Construction above referred), by means of a registered Sale Deed bearing Deed No.769, Sl. No.842, dated 20.03.2017, completed on the same date, recorded in Book No.I, Volume No.115, pages from 161 to 274 of District Sub-Registry Office, Jamshedpur, from its previous lawful owners Sri Kulbhusan Rai Khanduja & others and thereafter the aforesaid property has been mutated and recorded in his name, from the Office of the Superior landlord, the State, through the C.O., Ghatsila, vide Mutation Case No.573/ R27/ 2017-2018, Order dated 30.10.2017 and rent is being paid for the same and obtained rent receipt in his own name, entered in Volume No.6, Page No.9;

AND WHEREAS, similarly, aforesaid Sri Pranab Kumar Sahu, son of Sri Nilkantha Sahu, was also purchased a piece and parcel of raiyati land, measuring an area **28.30 Decimals**, situated in Mouza **Sandpura**, P.S. Ghatsila, Survey Thana No.109, Halka No.V, recorded under New Survey Khata No.80, in Portion of Plot Nos.45, 47 and 48, District Sub-Registry Office at Jamshedpur, Sub-Registry Office at Ghatsila, Distrit East Singhbhum, Pargana Dhalbhum, which was purchased by Sri Pranab Kumar Sahu, son of Sri Nilkantha Sahu (the Proprietor of M/s. Nilkantha Construction above

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referred), by means of a registered Sale Deed bearing Deed No.122, Sl. No.123, dated 30.01.2018, completed on the same date, recorded in Book No.1, Volume No.16, pages from 1 to 108 of Sub-Registry Office, Jamshedpur, from its previous lawful owners Sri Kulbhusan Ray Khanduja & others and thereafter the aforesaid property has been mutated and recorded in his name, from the Office of the Superior landlord, the State, through the C.O., Ghatsila, vide Mutation Case No.55/ R27/ 2018-2019, Order dated 14.05.2018 and rent is being paid for the same and obtained rent receipt in his own name, entered in Volume No.5, Page No.15;

AND WHEREAS, since the purchase of the aforesaid landed property, more fully described in the schedule 'A' below, aforesaid Sri Pranab Kumar Sahu, has been in peaceful physical possession and occupation over his aforesaid purchased land, without any let, hindrance or disturbances from any corner and is the sole, absolute and lawful owner thereof by exercising all acts of ownership thereto;

AND WHEREAS, said owner Pranab Kumar Sahu is the Proprietor of M/s. Nilkantha Construction, the seller above referred, desired to develop the aforesaid land, for the purpose of constructing multistoried building consisting of several flats, parking spaces etc. for needy and prospective buyers on ownership basis and transfer it to willing purchaser/s for consideration and thereafter the multistoried building has been built up by the Seller, as per approved building plan and permit, issued by Zila Parisad, Ghatsila, dated _____;

AND WHEREAS, the Seller also completed the entire constructions of one such multistoried building consisting of several flats, parking spaces etc. with common specifications as per the aforesaid building plan, which is now known as "SWAPNA APARTMENT";

AND WHEREAS, the Purchaser/s above named, in response to the offer made by the Seller and after going through all relevant documents related to

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the aforesaid land, the building plan, common specifications and being satisfied with the right, title and interest of the Seller on the said land including power to transfer and right of the Seller to develop and construct on it and further after inspecting the said land, accepted the offer and agreed to purchase a Flat, bearing Flat No. _____, on the _____, measuring super built up area _____ Sq.ft., including one _____ parking space in the parking area of the building together with undivided proportionate share of land within the multistoried building known as "SWAPNA APARTMENT", situated at Sandpura, P.S. Ghatsila, District East Singhbhum, more fully described in the schedule 'B' below, with advantages and privileges to use and enjoy the common spaces, common properties, on part of the Schedule 'A' below land, with all facilities and utility by the Seller, for a total consideration amount of Rs. _____/- (Rupees _____) only;

AND WHEREAS, in furtherance to aforesaid offer and acceptance of the Purchaser/s, the Purchaser/s has/ have paid entire consideration amount for the schedule 'B' below property, in different installments to the Seller;

AND WHEREAS, on completion of the entire constructions etc. of the said multistoried building within said "SWAPNA APARTMENT" on part of the Schedule 'A' below land, on receipt of entire consideration amount from the purchaser/s as aforesaid the Seller gave formal delivery of possession of one such Flat bearing No. _____ on the _____ floor, within the said "SWAPNA APARTMENT", having total super built up area _____ Sq.ft., together with undivided proportionate share in the land, more fully described in the schedule 'B' below as per their agreed terms;

AND WHEREAS, the purchaser/s requested to the Seller to execute and register a proper Deed of transfer in favour of the purchaser/s by way of sale in respect of the said Flat No. _____, more fully described in the schedule 'B' below who also has agreed to execute and register a proper sale deed in favour of the purchaser/s.

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NOW THIS DEED OF SALE WITNESSTH:

1) That in pursuance of the above agreement and in consideration amount of **Rs. _____/- (Rupees _____)** only paid by the Purchaser/s to the Seller, details given in Mode of Payment, herein below mentioned, the receipt of which sum the Seller does hereby admits and acknowledges as full, final and highest consideration of the schedule below property, the Seller by these presents does hereby absolutely and forever sell, convey, transfer the all that property described in the schedule 'B' below together with all right, title, interest, privileges, advantages, common services etc. therein in favour of the Purchaser/s by this deed of sale TO HAVE AND TO HOLD the same unto the Purchaser/s his/ her/ their heirs, successors together with all right, title, interest and possession without any interruption from the side of the Seller or any person claiming under it/him;

2) THAT, the Seller has delivered possession of the schedule 'B' below property 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 way whatsoever in manner he/ she/ they like/s and the purchaser/s shall be at liberty to get his/ her/ their name/s recorded/ mutated in the office of the superior landlord, the State of Jharkhand, through the C.O., Ghatsila or any other concerned authority and pay rent/ tax and other charges for the same in his/ her/ their own name/s.

3) THAT, from this day all the right, title, interest and possession of the Seller in the schedule 'B' below property will cease to exist and will vest unto the purchaser/s.

4) THAT the purchaser/s shall be liable to contribute proportionate expenses for the purpose of maintenance of entire building/other common

part of the complex etc. and such payments shall be made to a Committee or person specially appointed for the purpose by flat owners of the said complex, maintenance expenses shall include Municipal Tax, Water charges, Salaries payable to Sweepers, Care Taker, other Staffs, if any, paintings, electricity charges for the occupied flat as per the electric meter reading as well as common electric charges or other expenses which may be directly concerned to the said complex and the purchaser/s shall abide by the rules/norms as framed by the aforesaid Committee of flat owners of the Complex. Further the purchaser/s shall be liable to pay the Service Tax, GST etc. to the concerned authorities if levied or made applicable, in future, with respect to the schedule property and the seller/builder reserves the right to recover such charges from the purchaser, if such duties are charged to him/ her/ them

5) THAT the purchaser/s shall pay the electricity charges according to the meter reading exclusively in respect of the schedule 'B' below residential flat.

6) THAT the purchaser/s shall not store or keep the prohibited articles and/or articles which are like to effect the construction/structures of the said building.

7) THAT the purchaser/s shall not decorate the exterior of the building otherwise than in manner agreed by the complex authority or owners of the Apartment.

8) THAT the purchaser/s shall not claim any right, title or interest over and in respect of the roof of the building. However the purchaser/s may use the roof without causing any damage of the roof and/or any hindrance or obstruct to other purchasers and occupants of the said building.

9) THAT, the Seller has not charged or transferred the schedule below property in any way to any one else and if for any defect of title or possession, the purchaser/s suffer/s any loss, then the Seller will be liable to compensate

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Pravinb Kumbhar
Proprietor*

10) **THAT THE SELLER HEREBY ASSURES THE PURCHASER/S AND COVENANTS :-**

- i) that the Seller is the true and lawful owner of the aforesaid property and as such she is fully entitled to convey the same.
- ii) that the Seller hereby agrees to save harmless and keep the Purchaser free from and against all losses, damages and cause which may be sustained or incurred by reason of any claim being made of any arrear due thereof or due to any defect in the title of the Seller.
- iii) that the property hereby described in the Schedule below is free from all encumbrances, liens or charges and attachments of any kind whatsoever.
- iv) that the Seller hereby assures the Purchaser/s to execute, at the cost of the Purchaser any further documents as may be necessary, to more perfectly ensure the ownership and possession of the Purchaser/s over the Schedule 'B' below property.

11) **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' below flat at his/ her/ their exclusive fund and 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

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Proprietor*

v) not to store or stack any materials or waste in the common areas including the stair ways, but such space or spaces shall remain open and vacant for the free movement of all occupants of the said complex.

12) THAT, the Seller has delivered Xerox copies of the relevant documents in connection with the Schedule 'B' below property, to the Purchaser/s.

13) THAT, the name of the Complex is "SWAPNA APARTMENT".

SCHEDULE - 'A'

(Description of the property entire land under this project)

In the District East Singhbhum, District Sub-Registry Office, Jamshedpur, Sub-Registry Office, Ghatsila, Pargana Dhalbhum, State of Jharkhand, the raiyati land, situated in **Mouza Sandpura**, P.S. Ghatsila, Survey Thana No.109, Halka No.V, recorded under Khata No., Plot No., Area and boundary, herein below:-

New Khata No.	New Plot No.	Area	Boundary
80	45 (P)	7 Decimals	North : Geyan Singh; South : D. B. Area; East : _____ West : S. N. School and N. Bansal.
80	48 (P)	2.5 Decimals	
80	49 (P)	1 Decimal	
80	45 (P)	5 Decimals	North : Rasta & Gyan Singh; South : D. B. Road; East : Sri Pranab Kr. Sahu; West : Sri Pranab Kr. Sahu.
80	47 (P)	1 Decimal	
80	48 (P)	22.30 Decimal	

Total area measuring 38.80 Decimals of raiyati land.

SCHEDULE - 'B'

(description of the property hereby transferred)

ALL THAT Residential Flat bearing Flat No. _____ on the _____ floor within the multistoried building known as "SWAPNA APARTMENT"

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having **Super Built up area** _____ **Sq.ft.**, consisting of _____ bedrooms, 1 drawing cum dining room, 1 Kitchen, _____ Toilet/ bath, _____ balcony space etc., including One _____ **parking space** at the parking area of the building, together with undivided and unmarked proportionate share in the Schedule 'A' land, measuring _____ **Sq.ft.**, along with common use of stair case, lift, common landing, right of ingress & egress, other common services, amenities etc., provided therein;

Boundary of the Flat is as follows :

North : _____ ;
 South : _____ ;
 East : _____ ;
 West : _____ .

Proportionate ground rent payable to the landlord, The State, through the C.O., Ghatsila and other proportionate charges are payable to the Apartment authorities/Society.

The schedule above property is situated at branch road.

The Photocopy of the Sanctioned Building Plan and the Permission for Construction, issued by Zila Parisad, Ghatsila, dated _____.

Mode of Payment

The Purchaser/s has/ have paid the total consideration amount of **Rs. _____/- (Rupees _____) only**, to the Seller, in the following manner :-

<u>Date</u>	<u>Mode</u>	<u>Amount (in Rs.)</u>

Total : _____/- only.

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 Proprietor
 Nilkanth Construction

IN WITNESS WHEREOF, the Seller has hereunto signed at Jamshedpur, on this Deed of Sale, on the day, month and year first above written.

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

Advocate

WITNESSES:

1.

2.

Printed by:

Jsr. Court

Drafted by:

Nilkanth Construction
Pranab Kumar Sahu
Proprietor

ADVOCATE.

NAME OF THE PURCHASER/S :

Signature and left hand fingerprints of the Purchaser/s

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

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Pranab Kumar Sahu
Proprietor,

Advocate