

MY HOME MAKERS

Jitendra Kumar Singh
Proprietor

(2)

SALE DEED

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF
_____ 2021, AT JAMSHEDPUR BY :-

- 1) **MY HOME MAKERS**, a Real Estate Proprietorship firm, having its office at 503, K. Road, Sonari West Layout Area, within P.O. and P.S. Sonari, Town Jamshedpur, District East Singhbhum, Jharkhand, represented by its Proprietor **MR. JITENDRA KUMAR SINGH**, (UID No.:- 5937 4467 8224), Son of Late Surendra Prasad Singh, by faith Hindu, by Caste Rajput, by Occupation Business, Nationality India, resident of Flat No. 301, Krishna Condominium, H. No. 503, K. Road, Sonari West Layout Area, within P.O. and P.S. Sonari, Town Jamshedpur, District East Singhbhum, Jharkhand and
- 2) **MRS. POONAM SINGH** (UID No.:- 3724 2764 9403 & PAN:- AWZPS3250K), wife of Mr. Chandrama Singh, by faith Hindu, by Caste Kushwaha, by Occupation Housewife, Nationality Indian, resident of Qr. No. 374/1, Kitadih Road, Railway Traffic Colony, Bagbera, P.S.

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- 2) **MRS. POONAM SINGH** (UID No.:- 3724 2764 9403 & PAN:- AWZPS3250K), wife of Mr. Chandrama Singh, by faith Hindu, by Caste Kushwaha, by Occupation Housewife, Nationality Indian, resident of Qr. No. 374/1, Kitadih Road, Railway Traffic Colony, Bagbera, P.S.

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MY HOME MAKER
Jitendra Kumar Singh
PROPRIETOR

Bagbera, P.O. Tatanagar, Town Jamshedpur, District East Singhbhum, Jharkhand, represented through her legally constituted attorney namely **MR. JITENDRA KUMAR SINGH**, Son of Late Surendra Prasad Singh, resident of Flat No. 301, Krishna Condominium, H. No. 503, K. Road, Sonari West Layout Area, within P.O. and P.S. Sonari, Town Jamshedpur, vide registered General power of Attorney Deed No. 2019/JSR/3656/BK4/285, dated 14.08.2019, hereinafter jointly called the "**VENDORS**" (which expression shall unless, excluded by or repugnant to the context, mean and include his/her/theirs/its heirs, successors & successors-in-office, executors, administrators, legal representatives, nominees and assigns) of the **ONE PART** ;

Be it mentioned that the Vendor No.2 as well as principal No.2 is alive and the said GPA has yet not been revoked.

IN FAVOUR OF

- 1) **MR. ANIL KUMAR PRASAD**, (UID No.:- 4275 8096 6194 & PAN: BOTPP0592N), Son of Late Asharfi Prasad, and
- 2) **MRS. SUMAN KUMARI YADAV**, UID No.:- 3260 9574 9699 & PAN: ANQPY8693L), Wife of Mr. Anil Kumar Prasad, both by Occupation, Service, both by faith - Hindu, both by caste Gwala, Nationality- Indian, resident of H.No.84, Chhotagovindpur, Dev Nagar, P.S. Chhotagovindpur, Near Janta School, Town Jamshedpur, District East Singhbhum, Jharkhand, hereinafter called the **PURCHASERS** (which expression shall unless, excluded by or repugnant to the context, mean and include their heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the **OTHER PART**;

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Proprietor

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NATURE OF DEED

:- SALE DEED.

CONSIDERATION AMOUNT

: Rs.30,00,000/- (Rupees thirty lakhs) only.

WITNESSETH AS FOLLOWS:

WHEREAS, all that piece and parcel of land measuring an area 16 Decimals, being in portion of Plot No. 784, recorded under Khata No. 137, of Mouza **HALUDBANI**, Survey Thana No. 1165, P.S. Parsudih, P.O. Tatanagar, in Town Jamshedpur, District Sub Registry Jamshedpur, within District East Singhbhum, State Jharkhand, referred to as the landed property morefully described in Schedule 'A' below;

AND WHEREAS, the Vendor No.2, has purchased the land measuring an area 17 Decimals, being in portion of Plot No. 784, recorded under Khata No. 137, of Mouza HALUDBANI, Survey Thana No. 1165, P.S. Parsudih, District East Singhbhum, from its former lawful owner namely M/s Welfare Building and Estates Pvt. Ltd, represented by its General Manager SHRI MADHAVA RAO RACHURI, Son of Late R.V.R. Chari, having its Head Office at Door No. 10-1-13/1,2,3 Welfare Complex, Near RTC Complex, Asilmetta, Visakhapatnam (Andhra Pradesh) and branch office amongst others at Pushpanjali Complex, Opp Ram Mandir, Near Bajaj Show Room, Main Road, Bistupur, P.O. and P.S. Bistupur, Town Jamshedpur, District East Singhbhum, Registered under the Indian Companies Act., 1956, having its Registration No. 163595; by means of Registered Sale Deed, bearing Deed No 2861 (Sl. No. 3650), dated 27.06.2014, Registered at District Sub Registry Office Jamshedpur, which has been copied in Book No. I, Volume No. 172, Pages 1 to 36, completion on 27.06.2014

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and since purchased she came in physical possession over the same as absolute owner thereof without any interruption from anybody;

AND WHEREAS, Vendor No.2 got her name mutated in respect of land measuring 16 Decimals, being in portion of Plot No. 784, recorded under Khata No. 137, of Mouza HALUDBANI, Survey Thana No. 1165, P.S. Parsudih, in the record of the State of Jharkhand through the office of Anchal Adhikary (C.O.) Jamshedpur, vide Mutation Caste No. **417/R 27 of 2016-17**, order dated 22.09.2016 and paying ground rent etc. for the same by obtaining rent receipt from the said Office and as such her name has been noted in Page No.14 Vol. No.63, in the Register-II of the said Office

AND WHEREAS, the above named land owner i.e. Vendors No.2 in order to develop her said land by constructing multistoried building, consisting of flats, parking space etc., have entered in to Development Agreements with Vendor No.1/builder/ developer MY HOME MAKERS, as well as vendor No.2 execute a registered General Power of Attorney Deed, bearing No. 2019/JSR/3656/BK4/285, dated 14.08.2019 registered at District Sub- Registry Office at Jamshedpur in favour of **JITENDRA KUMAR SINGH**, Proprietor of **MY HOME MAKERS**, a Real Estate Proprietorship firm, having its office at 503, K. Road, Sonari West Layout Area, within P.O. and P.S. Sonari, Town Jamshedpur, District East Singhbhum, Jharkhand, with respect of her aforesaid land and appointed him as her lawful constituted attorney to do the acts, things, deeds, on her behalf in respect of builder share;

AND WHEREAS, as per the said development agreement/s and to construct the multistoried building/s over the said land, the aforesaid Builder/Vendor No.1 has prepared building plan and same has been sanctioned and approved from the office of **ZILA PARISHAD**, vide

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Proprietor

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application No. ESZP/B/0001/2018, dated 14.06.2019 in the name of Vendor No.2;

AND WHEREAS, the Vendor No.1, MY HOME MAKERS, has started to constructed the multistoried building, consisting of flats, parking space etc., over the said land as per the approved building plan, under its project, the said entire project known as **"PARVATI TOWER"** and started to sell flats, parking space etc. to the intending buyers on ownership basis by making agreement with them.

AND WHEREAS, during the construction of the multistoried building under its project, the said entire project known as **"PARVATI TOWER"** over the said land more fully described in Schedule-"A" below, the Purchasers have expressed their desire to purchase one residential flat together with one car parking space in the parking area and approached the Vendor No.1 /developer to buy one residential flat on **Third** Floor, bearing Flat No. **C/5**, having its super built up area **935** Sq.ft., (built up area 748 Sq.ft.) , more fully described in the Schedule-"B" hereunder, together with undivided proportionate share of land with right to use common facilities and amenities and considering the proposal, the Owner/Developer have agreed to sell at the total consideration amount of Rs.30,00,000/- (Rupees thirty lakhs) only excluding GST and the Purchasers have also agreed to purchase at the aforementioned price and both of them have entered into an agreement for sale and said multi-storied building commonly known and called **"PARVATI TOWER"** situated at Haludbani, Parsudih, P.S. Parsudih, Jamshedpur, District East Singhbhum,

AND WHEREAS, the Vendors have agreed to execute a sale deed in favour of the Purchasers with respect to the aforesaid residential flat, parking space and undivided proportionate share of land more

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fully described in Schedule 'B' below on the following terms and conditions as mentioned below.

NOW THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of the above said agreement and in consideration of a sum Rs.30,00,000/- (Rupees thirty lakhs) only excluding GST, the Purchasers already paid a sum of Rs.51,000/- only and agreed to pay the balance consideration amount as per manner stated in memo of consideration appended below during the construction of the said multi-storied building to Vendors of the multistoried building of "PARVATI TOWER", and the Vendors, do hereby, sale, convey and transfer and absolutely assign to the said Purchasers free from all encumbrances, charges, liens, claims and demands whatsoever for the flat being Flat No. **C/5**, on the **3rd** Floor "PARVATI TOWER" having its super-built-up Area **935** Sq.ft. (built up area 748 Sq.ft.) together with undivided share of land, including one car parking Space, standing on a portion of Schedule-"A" below land, as well as all benefits and advantages including rights, liberties, easements, privileges, whatsoever to the said flat or any part thereof belonging to or in any way appertaining for or with the some or any part thereof shall held, use occupy or enjoy or reputed to belong or be appurtenant thereto and the right to use and enjoy common facilities such as passage stair case, roof, lobby compound to and from on adjacent or in the way or the said Schedule-"B" below;

2. That the Vendors will deliver the physical possession of the said residential flat, car parking space, right of undivided proportionate share of land fully mentioned in the Schedule 'B' below to the Purchasers after receiving the balance consideration and other dues as stated below and from that day the Purchasers shall possess and enjoy the same as absolute owner in all possible ways with power to dispose of the same in any manner they like and the Purchasers

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shall be at liberty to get their names mutated in the records of the landlord the State of Jharkhand through C.O. Jamshedpur, or any other concerning authority and shall pay rent for the same in their own name.

3. That the Purchasers after taking possession of the schedule 'B' below flat shall be liable to abide by rules and regulations of the Government, Authority, Committed constituted by the flat Owners, if any and the terms and conditions mentioned in this deed and shall also be liable to pay all the relevant taxes, fees, payment proportionate land revenue for the proportionate undivided share in the land mentioned hereinabove and in respect of the flat as fixed by the Government from the date of execution and registration of the sale deed in respect of the schedule flat.

4. That after clearing balance consideration and other dues by the Purchasers, all right, title, interest of the Vendors in respect of the aforesaid property fully described in the Schedule 'B' below have been vested absolutely unto the Purchasers and the Purchasers shall enjoy and use the same as absolute owner thereof.

5. That the Purchasers undertake to pay the amount regularly and punctually by the 10th day of each month to the Society/Association of owners of other units, for their proportionate share which may be decided with respect to the cost of lighting and illuminating the passage, landings and staircase, other common parts of the building together with maintenance charges, municipal charges in proportion to the super built up area and other taxes like GST, service tax, house tax, holding tax or charges which may be levied by the State Govt., Central Govt. or any other authority either Govt., Semi Govt. or local also in proportion to the carpet area/super built up area as used by the Purchasers in common with other occupants.

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6. That after getting possession of Schedule 'B' property Purchasers shall pay electricity charges according to the meter/ 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 of realizing charges for electricity consumption including transmission loss, any levy or surcharges AMG Bills, if any shall be payable by the Purchaser/s and the Purchaser/s shall be liable to pay proportionate water charges, as well as Generator charges including its maintenance. Be it further mentioned that the Purchaser/s shall also be liable for making payment of cost of Generator and cost of its installation as well as Municipal charges in proportion.
7. That the Purchaser/s shall not decorate the exterior of the building otherwise than in the manner agreed by the Society/Association of flat owners duly recognized by the Builder.
8. That the Purchaser/s shall not be entitled to open out any new window or any other apertures protruding outside the flat.
9. That the Purchaser/s shall not claim any right, title or interest over the common passage, common area, stair, roof of building and/or sky right of the building etc., roof right, exclusively belong to the Vendors. However the Purchasers may be allowed to use the common passage, stair, for egress or ingresses and also use of roof without causing any damage to the roof and/or any hindrance or obstruction to other Purchasers and/or occupants of the said complex.
10. That the Purchaser/s will share responsibility as well as common facilities and amenities collectively with the others Purchaser of the other flats in the said building.

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Proprietor

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11. That the Vendors have also delivered all the relevant documents (Photo Copies) to the Purchasers relating to the schedule below property.

12. That the premises hereby conveyed and transferred by this Sale Deed is free from all encumbrances, charges and liens.

13. That Vendors hereby declare that he/her/ its/they have good and perfect title over the schedule below 'B' property which the Vendors have not sold, charged or transferred the same in any way to any one else prior to this Sale Deed.

14. That the Vendors hereby agrees and under takes to execute and register any further deed of assurance with respect to schedule below property in favour of the purchaser, if so required to perfect the right and title of the purchaser over the schedule below property at the cost of the purchaser.

15. THAT THE PARTIES HEREOF DO HEREBY DECLARE AND COVENANT:

a) Neither the Vendors nor the Purchasers or any occupant of the said complex or Apartment shall store or deposit or permit to be stored or deposited any rubbish, boards or throw or accumulate dirt, rubbish, racks or other refuse, waste materials in staircase, common corridors, vacant roof, terrace and permits the same to be thrown or allow the same to be accumulated in such place or places as shall be kept reserved and/or to be accumulated in such place or places as shall be kept reserved and/or to be indicated by the builder and/or Association of owners.

b) No function or social gathering will be held and/or performed on the open roof of the building but such function may be done and/or observed in the Parking space of the Complex, with the prior permission of owner' Association.

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- d) The Purchasers or any occupants of the said complex shall not trespass or block the common space, stairways and common area or any part of the building which shall remain open for the free movement of all occupants of the said building.
- e) The Vendors or Purchasers or any occupants of the said building shall not use and/or repair their respective units in such a manner so as to damage or injure the unit and/or any portion and/or remaining portion of the building and/or roof.
- f) The Purchasers and other occupants of the building premises shall extend their full co-operation in keeping the building premises clean, healthy, neat and in good sanitary and pollution free condition.
- g) The name of the building/premises and/or complex shall be Known as "PARVATI TOWER"
- h) The Purchaser/s shall not cause any addition and alteration of permanent nature inside the Flat (Schedule premises) or any portion thereof.

SCHEDULE - 'A'

(Description of the entire property)

ALL THAT piece and parcel of land measuring an area 16 Decimals, being in portion of Plot No. 784, recorded under Khata No. 137, of Mouza **HALUDBANI**, Survey Thana No. 1165, P.S. Parsudih, P.O. Tatanagar, in Town Jamshedpur, District Sub Registry Jamshedpur, within District East Singhbhum, State Jharkhand, which is bounded by :-

North : Road;
South : House of Brahmadeo Prajapati;
East : House of Mana Mukherjee
West : Road

Together with multistoried building consisting of several residential flats, parking/s etc' all advantages, services, lift and other facilities being provided therein, situated within the entire premises now named as '**PARVATI TOWER**', at Haludbani, Parsudih, P.S. Parsudih, Jamshedpur, District East Singhbhum.

SCHEDULE-'B'

(Description of the residential flat hereby sold)

ALL THAT One Residential Flat, bearing flat No. **C/5**, on the **3rd floor**, having its super built - up Area **935** Sq.ft. (built up area 748 Sq.ft.), consisting of two bed rooms, one drawing-cum- dining room, balcony, two toilet-Bath, kitchen, etc. of the building known as "**PARVATI TOWER**", including one Car parking space and together with undivided proportionate share of land measuring **100** Sq.ft, over the Schedule 'A' premises situated at Haludbani, Parsudih, P.S. Parsudih, District East Singhbhum, within District Sub- Registry Office at Jamshedpur, together with all advantage, common services and common rights of staircase, stairways, landing, ingress and egress and use of lift and other facilities being provided therein;
The boundary of the flat is as follows:-

NORTH BY :- Flat No. C/4
SOUTH BY :- Open Space;
EAST BY :- Open Space;
WEST BY :- Passage;

MEMO OF CONSIDERATION

The said schedule property has been sold for Rs.30,00,000/- (Rupees thirty lakhs) only and same has been paid by the Purchasers to the

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Jitesh Kumar Singh
Proprietor

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PURCHASERS

Certified that the finger prints of the left hand of each person, whose photographs is/are affixed in the document, have been obtained by me or before me.

Advocate.