

SALE DEED

Consideration: Rs./-

THIS SALE DEED is made on this the day of ,20 at Jamshedpur :

BY AND BETWEEN

M/s. GOKUL DHAM VATIKA LLP (Partnership Firm) (**PAN: AAASFG5584F**) having its Office at 14, C.H. Area (North), Road No.5, P.O. & P.S. Bistupur, Town Jamshedpur, Pin: 831001, District East Singhbhum, represented by one of its Partner **Mr. ANKIT AGRAWAL (PAN : AOYP6269B, UID No. xxxxxxxx6822)** son of Mr. Arun Kumar Agrawal, by faith Hindu, by caste Baniya, by Nationality Indian, by occupation Business, resident of M-42, New Dalma View Colony, Road No.7 (Extension) Sonari, P.O. & P.S. Sonari, Town Jamshedpur, Dist. East Singhbhum, State of Jharkhand called the **“FIRST PARTY/VENDOR/ BUILDER”** ”(which expression shall unless, excluded by or repugnant to the context mean and include its heirs successors, successors-in-office, executors, administrators, legal representatives nominees and assigns) of the **ONE PART**;

AND

Mr. VISHNU KUMAR AGARWAL (PAN : ACWPA8733E, UID No. xxxxxxxx7504) Son of Late Sagar Mal Agarwal, by faith Hindu, by caste Baniya, by Nationality Indian, by occupation Business, resident of 48, Golmuri Market, P.O. & P.S. Golmuri, Town Jamshedpur, Dist. East Singhbhum represented by **Mr. ANKIT AGRAWAL** (Power of Attorney holder of Mr. Vishnu Kumar Agarwal duly registered vide no 2019/99177 dated 21.11.2019, registered at District Sub-registry Office, Jamshedpur (**PAN : AOYPA6269B, UID No. xxxxxxxx6822**) son of Mr. Arun Kumar Agrawal, by faith Hindu, by caste Baniya, by Nationality Indian, by occupation Business, resident of M-42, New Dalma View Colony, Road No.7 (Extension) Sonari, P.O. & P.S. Sonari, Town Jamshedpur, Dist. East Singhbhum, State of Jharkhand, hereinafter called the "**LAND OWNER/CONFIRMING PARTY**" and (which expression shall unless, excluded by or repugnant to the context mean and include his heirs successors, successors-in-office, executors, administrators, legal representatives nominees and assigns) of the **ONE PART:**

AND

Mr./Mrs. Son/Wife of by
Faith....., by Caste....., by Nationality Indian, by Occupation resident of
.....
hereinafter called the “**ALLOTTEE(S)**” (which expression shall unless, excluded by or repugnant to the
context mean and include his/her heirs, successors, executors administrators, legal representatives
nominees and assigns) of the **OTHER PART**; (PAN :..... UID No.)

WITNESSETH AS FOLLOWS:-

WHEREAS, the Vendor No. 2 Mr. Vishnu Kumar Agarwal has purchased a piece and parcel of raiyati homestead land measuring an area 27 Decimals being in Portion of Plot No. 243, and area measuring 2 Decimals in Portion of Plot No. 248, both recorded under Khata No.120, situated in Mouza Hurlung, Thana No. 1201, P.S. Birsanagar, Halka No. VI, under the District Sub-Registry Office, Block and Town Jamshedpur, District East Singhbhum, from its previous owner Kalipado Gour, son of Late Gutti Gour by virtue of Sale Deed No. 7298, Serial No. 8295, dated 25.09.2007, registered at Dist. Sub-registry Office,

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Jamshedpur and after purchasing the same he got his name mutated in the records of the Circle Officer, Jamshedpur vide Mutation Case No. 430/C-419/2008-09, entered in Vol.No.III & Page No.101)

AND WHEREAS, the Vendor No. 2 Mr. Vishnu Kumar Agarwal has also purchased a piece and parcel of raiyati homestead land measuring an area 15 Decimals being in Plot No. 242, recorded under Khata No.120, situated in Mouza Hurlung, Thana No. 1201, P.S. Birsanagar, Halka No. VI, under the District Sub-Registry Office, Block and Town Jamshedpur, District East Singhbhum, from its previous owner Kalipado Gour, son of Late Gutti Gour by virtue of Sale Deed No. 2790, Serial No. 3272, dated 05.05.2009, registered at Dist. Sub-registry Office, Jamshedpur and after purchasing the same he got his name mutated in the records of the Circle Officer, Jamshedpur vide Mutation Case No. 1052/2015-16, entered in Vol. No. IV & Page No.83)

AND WHEREAS, the Vendor No. 2 Vishnu Kumar Agarwal has further purchased a piece and parcel of raiyati homestead land measuring an area 5 Decimals being in Portion of Plot No. 246, land measuring 18 Decimals in Plot No. 248, land measuring 14 Decimals being portion of Plot No. 1165, land measuring 2 Decimals in portion of Plot No. 1163, all recorded under Khata No.120 and land measuring 6 Decimals in Plot No. 247, recorded under Khata No. 275 i.e. total land measuring 43 decimals, situated in Mouza Hurlung, Thana No. 1201, P.S. Birsanagar, Halka No. VI, under the District Sub-Registry Office, Block and Town Jamshedpur, from its previous owners Dushashan Gour & others, son of Late Mukund Gour by virtue of Sale Deed No. 3657, Serial No. 4643, dated 18.07.2012, registered at Dist. Sub-registry Office, Jamshedpur and after purchasing the same he got his name mutated in the records of the Circle Officer, Jamshedpur vide Mutation Case No. 116/2019-20 and accordingly paying rent and obtain receipts thereof in his own name;

AND WHEREAS the above land area of the Vendor No. 2 adjacent to each other and combining it becomes total area of 89 Decimals and he has been in peaceful physical possession over the same without any interruption from any corner;

AND WHEREAS the Vendor No. 2 entered into a Development Agreement with the Builder the Vendor No. 1 to construct Multistoried building over the said land vide Deed No. 4703, dated 21.11.2019, registered at District Sub-registry Office, Jamshedpur.

AND WHEREAS After the execution of Development Agreement, the Vendor No. 1/Builder proceeded to construct one Multistoried Building residential flats and parking spaces on a land of as per plan approved by competent authority and the balance land is kept for future development.

AND WHEREAS while the construction work was in progress the purchaser approached the vendors to purchase a residential Flat No., having Carpet area sq.ft. super built up area Sq. ft, on the floor of the building known as, together with undivided share in the land measuring Sq.ft., in New Plot No under New Khata No:, corresponding to R.S. No:, under R.S. Khata No:, of Mouza Hurlung, Halka No.VI, within P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, along with One Car Parking Space on Basement/Ground Floor, within P.S. Birsanagar, Town Jamshedpur, Dist. East Singhbhum, more fully described in the schedule below;

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AND WHEREAS the Purchaser and the Vendors both have entered into an Agreement for sale with respect to the aforesaid residential Flat No: along with One Car Parking Space . situated at Mouza Hurlung, P.S. Birsanagar, Jamshedpur, more particularly described in the schedule below;

AND WHEREAS as per the terms mentioned in the Agreement for sale the present Vendors have agreed to execute sale deed for the aforesaid residential Flat No:, having Carpet area sq.ft. super built up area Sq. ft, on the floor of the building known as, together with undivided share in the land measuring Sq.ft., and a car parking space, situated at Mouza Hurlung, P.S. Birsanagar, Jamshedpur, more fully described in the schedule below, in favour of the present Purchaser, on the following terms and conditions;

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1. That in Pursuance of the promises of the Purchaser to comply with the above agreement and in consideration of a sum of Rs...../- (Rupees only) paid by the purchaser to the Vendors, for the aforesaid residential Flat No: along with One Car Parking Space on Basement/Ground Floor, situated at Hurlung, Jamshedpur, more fully described in the schedule below, the receipt of which sum the Vendors above named do hereby admit and acknowledge as full, final and the highest consideration amount against the sale of the property mentioned in the schedule below, the Vendors by these presents do hereby sell, convey, transfer, deliver and assign all that property described in the schedule below, together with all rights, title, interest, possession, easement, appurtenances thereto and full privileges and advantages TO HAVE AND TO HOLD the same without any interruption, hindrance or disturbances from or by the present vendors and/or their/its successors-in-office or any other person or persons claiming under the vendors together with all rights, title and possession which the vendor here-before enjoyed in respect of the schedule below property.
2. That the Vendors have delivered physical possession of the schedule below property and other common services to the Purchaser and the Purchaser shall be entitled to enjoy and possess the schedule below property hereby transferred by this Deed of Sale as absolute owner thereof and shall be entitled to mutate the same in his own name in the office of competent authority and shall pay rent/malgujari and other taxes/charges, as the case may be, in his name.
3. That on and from this day all right, title, interest and possession of the Vendors in respect of the aforesaid property fully described in the schedule below have vested absolutely unto the Purchaser and the Purchaser shall enjoy and use the same as absolute owner thereof.
4. That the Purchaser shall now and always have the right to enjoy and use along with the Purchasers of other residential flats etc. the common passages, easements, road, alleys, pavements, approaches and all other common amenities or particular facilities provided for the said residential flat and the Purchaser shall be entitled to use sewers, drains, water sources, electric power installed for the residential flat or any part thereof in common with the Purchasers of the other residential flats and will bear proportionate cost and expenses of maintenance and repairs of all amenities, facilities as are necessary or as may be

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necessary for beneficial enjoyment of the same by the Owners/Dwellers/Occupants of different Flats within Tower at Mouza Hurlung, Jamshedpur.

5. That from this day the purchaser shall be entitled to exclusively use and possess the said residential Flat along with undivided share in the land appertaining to it, but shall not have any right, title, interest on the other part of at Mouza Hurlung, Jamshedpur.
6. That the Purchaser undertakes to pay regularly and punctually by the 10th day of each month to the Vendors or any Society/Association of owners of residential flat or any concerned association or authority recognized by the Vendors their proportionate share which may be decided in the matter of common charges such as cost of lighting and illuminating the passage, landings and staircase, other common parts of the building together with the maintenance charges, municipal charges in proportion to the super built up area and other taxes, charges which may be levied in future by the State Govt. or any other authority either Govt. or Semi Govt. or local also in proportion to the super built up area of the purchaser in common with the other occupants.
7. That the purchaser shall pay electricity charges according to the sub-meter reading installed in the common meter room in respect of electric energy which shall be used by the purchaser 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 and the purchaser shall be liable to pay proportionate water charges, as well as Generator charges including its maintenance.
8. That the Purchaser shall not store in the said residential flat any prohibited articles which are likely to affect the construction/ structures of the said building.
9. That the purchaser shall not decorate the exterior of the building otherwise then in the manner agreed by the Society/ Association of Flat owners duly recognized by the Vendors.
10. That the Purchaser shall not be entitled to open out any new window or any other apertures protruding outside the flat hereby transferred.
11. That the Purchaser shall not claim any right, title or interest over and in respect of the roof and/or sky right of the building, and roof right exclusively belongs to the Vendor.
12. **THAT THE VENDORS HEREBY ASSURE THE PURCHASER AND COVENANT:**
 - a) that the vendors are the lawful owners of the schedule below property and are fully entitled to convey the same.
 - b) that the vendors hereby agree to save harmless and keep the purchaser free from and against all losses, damages and causes which may be sustained or incurred by reason of any claim being made of any arrear due thereof or in respect of the schedule below property or any part thereof.
 - c) that the property hereby described in the schedule below is free from all encumbrances, liens or charges and attachments of any kind whatsoever.

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13. THAT THE PARTIES HEREOF DO HEREBY DECLARE AND COVENANT:-

- i) that neither of the Vendors nor the Purchaser or any other occupants of the said Complex shall store or deposit or permit to be stored or deposited any rubbish, boards and waste materials in the staircase, common corridors, vacant roof, terrace or any part of the building.
 - ii) that the Vendors or Purchaser or any occupants of the said Complex shall not trespass or block the common space, staircase, stairways and common areas of any part of the building, which shall however remain open for the free movement of all occupants of the said complex.
 - iii) that the Vendors or Purchaser or any occupants of the said complex shall not use and/or repair their respective flats in such a manner so as to damage or injure the flats and/or any portion and/or remaining part of the said building.
 - iv) that the Vendors or Purchaser or other occupants of the said building premises shall extend their full co-operation in keeping the building premises clean, healthy and neat and in good sanitary conditions.
14. That the vendors further agree and covenant with the purchaser to do execute any further or other documents and/or other deeds and things as may be necessary to complete and make perfect the title of the purchaser, in respect of the schedule below property, at the cost of the purchaser.
15. That the vendors have handed over all the relevant documents, and title deeds (Xerox copies) in connection with the schedule below property, to the purchaser.
16. That the Car Parking Space shall be used for parking purposes only. No Construction/Alteration of any kind is allowed at any time in future.
17. That the Builder in the said Project complied, all the provisions of Real Estate Regulatory Authority and followed the same.

SCHEDULE

(Description of the property hereby sold)

A residential Flat No., having Carpet area sq.ft. super built up area Sq. ft. (in the floor of the building known as together with undivided proportionate share in the landSq. ft. in New Plot No under New Khata No:, corresponding to R.S. Plot No:, under R.S. Khata No:, with one Car Parking space on Basement/GroundFloor, situated at in Mouza Hurlung, Thana No: 1201, Halka No: VI, within P.S. Birsanagar, Town Jamshedpur, District East Singhbhum, District Sub registry office at Jamshedpur, which is bounded as follows:-

Boundary of Flat No:

North :

South :

East :

West :

MODE OF PAYMENT

<u>Sl. No.</u>	<u>Name of Bank</u>	<u>Cheque No.</u>	<u>Date</u>	<u>Amount (Rs.)</u>
1				
2				
3				

IN WITNESSES WHEREOF the Vendors have signed this sale deed at Jamshedpur on the date aforementioned, in the presence of witnesses.

WITNESSES:

1)

2)

Drafted, read over and explained the contents of this sale deed to the Executants/Vendors in Hindi who found and admitted the same to be true and correct.

Typed by:

Advocate

JSR Court.

GOKULDHAM VATIKA LLP


DESIGNATED PARTNER

NAME OF THE PURCHASER:

Signature and finger print of left hand of the purchaser above named.

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

Advocate

GOKULDHAM VATIKA LLP

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