

SAI KALPANA HOMES BUILDERS (P) LTD.

Kalpna Dubey

DIRECTOR

SALE DEED

This Sale Deed is made on this the ____ day of October, 2023, at Seraikela.

BY AND BETWEEN

SAI KALPANA HOMES BUILDERS PRIVATE LOMITED., having its Office at Block 275/2/1, Road No. 8, Adityapur-2, P.S. RIT, District Seraikela Kharsawan, State Jharkhand represented by one of its Director namely: KALPANA DUBEY, Wife of Hare Krishna Dubey, by Occupation-Business, residing at 275/2/1, Road No. 8, P.S. RIT, Adityapur-2, Dist. Seraikela-Kharsawan, Jharkhand, is the lawful constituted attorney for M/S. Tiwari Sons

Construction Pvt. Ltd., represented by its Director Mr. Vikash Tiwary, S/o. Mr. Kamakhya Tiwary, by virtue of registered General Power of Attorney Deed No IV-33, Serial No. 1025, Volume No. 5, Pages from 1, to 68 Dt: 26.02.2022., registered at the District Sub Registry Office, Seraikela (The Principal is alive and living and the power is not revoked till today). Hereinafter called the "VENDOR / SELLER" (which expression shall unless excluded by and / or repugnant to the context shall mean and include its / their legal heirs, successors, administrators, legal representatives, executors, nominees, and assigns) of the One Part.

SAT KALPANA HOMES BUILDERS (P) LTD.
K. Kalpana
DIRECTOR

IN FAVOUR OF

MR.....
Both By Faith Hindu, By Caste General (Non-CNT), By Nationality Indian, By Occupation Service, Resident of Gandhitola, Sadar, Santoshi Mandir Gali, Chaibasa, West Singhbhum, Jharkhand 833201 Hereinafter called the "PURCHASER/S / VENDEE/S" (which expression shall unless excluded by and / or repugnant to the context must mean and include their legal heirs, successors, legal representatives, administrators, executor, nominees, and assigns) of the Other Part.

NATURE OF DEED	SALE DEED
CONSIDERATION AMOUNT	Rs.
GOVERNMENT VALUE	Rs.

WITNESSETH AS FOLLOWS:

WHEREAS, all that piece and parcel of raiyati homestead land measuring an area 177.94 Decimals, recorded under Khata No. 175, 219, 288, 288, being Plot Nos. 1404, 1398, 1399, 1128 Situated in Mouza Asangi, Thana No. 131, P.S. R.I.T, within Ward No. 15, (New Ward No. 22) A.N.A.C. / AMC., under the District Sub Registry Office at Seraikela, Block Gamharia, District Seraikela Kharsawan, purchased by M/S. Tiwari Sons Construction Pvt. Ltd., represented by its Director Mr. Vikash Tiwary, S/o. Mr. Kamakhya Tiwary by Virtue of Several Deeds which are registered at the District Sub Registry Office, Seraikela.

AND WHEREAS, from then onwards the land owner M/S. Tiwari Sons Construction Pvt. Ltd., represented by its Director Mr. Vikash Tiwary, S/o. Mr. Kamakhya Tiwary came in peaceful physical possession over the above mention land, without any interruption from any person or corner, thereby exercising all his right, title, and interest over the same, being it's lawful, absolute and bonafide owner, and has also got it name mutated in the records of the Circle Officer, Gamharia, also paying the rent regularly without any arrears, and as the land owner later on entered into a Regd. Development Agreement with SAI KALPANA HOMES BUILDERS PRIVATE LOMITED., represented by its Director Mrs. Kalpana Dubey to construct the Multi storied building over the said land which consists of Flats and Parking spaces etc, Vide regd. Development Agreement No. 3001, dated 10.10.2022.;

AND WHEREAS, after execution of the aforesaid Development Agreement the Vendors got approval of Building Plan from Adityapur Municipal Corporation vide Permit No: AMC/BP/0036/W22/2023, dated. 20.07.2023, and accordingly constructed a multi storied building which is now known as SAI PRANGAN, over the said land

AND WHEREAS, the Purchaser/s after inspecting the building plan and all other documents related to the schedule 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.

SAI KALPANA HOMES BUILDERS (P) LTD.
Kalyani Debbar
DIRECTOR

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

1. That, in pursuance of Buyer/s Agreement, executed at Seraikela, for consideration amount of Rs. Only, is paid by the Purchaser/s to the Vendor/s, the receipt whereof the Vendor/s, does hereby admits and acknowledges as full, final and highest consideration amount received against the sale of the schedule below flat premises, and the Vendor/s 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 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 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 owner/s 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 SAI PRANGAN, , 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 "SAI PRANGAN", 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, easements, 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

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DIRECTOR

charges if any to the proper authority and / or to the maintenance authority / flat owner's association than in 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

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DIRECTOR

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 "SAI PRANGAN, Adityapur.

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 including the design and drawing of the building.
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 animal/s 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 "SAI PRANGAN ", as such space remain open for free movement of all occupant/s, and the Purchaser/s must not make any alteration or deviation

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Kalpana Builders
DIRECTOR

in the basic structure of the flat or water pipeline or electricity line or in any of the common amenities, facilities and privileges of "SAI PRANGAN".

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.
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. The landed property is free hold and does not fall in any category of Government Land, Forest Land or Sairat Land or Temple Land etc., and this Sale Deed does not violate Sec 22 (a) of the Registration Act, 1908.
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. Seraikela Court alone has jurisdiction in any or all the matters arising out of this indenture.

SCHEDULE

SAI KALPANA HOMES BUILDERS (P) LTD
Kalpana Dey
DIRECTOR

(Description of the flat property hereby sold)

One Ownership Residential Flat No. on Second Floor of the building known as TOWER A within the campus of "SAI PRANGAN", Adityapur, measuring Super Built Up Area 1456 Sq.ft., consist of 3 bedrooms, 1 drawing cum dining room, 1 kitchen, 2 toilets / bath-rooms, 1 balcony, etc., with One Car Parking Space in the Parking Area of the building, along with right over undivided proportionate share in the homestead land measuring an area 150 Sq.ft., with right to ingress and egress using common passage, roads, and alleys etc., and right to use all common facilities, amenities, privileges, and services etc., as provided for the society namely: "SAI PRANGAN", by the Vendor, recorded under Khata No. 175, 219, 288, 288, being Plot Nos. 1404, 1398, 1399, 1128 Situated in Mouza Asangi, Thana No. 131, P.S. R.I.T, within Ward No. 15, (New Ward No. 22) A.N.A.C. / AMC under the District Sub Registry Office at Seraikela, Anchal Gamharia, District Seraikela Kharsawan, State Jharkhand.

(The Flat property is situated in Branch / Other Road)

HOLDING NO.

The above flat is bounded as:

On the North :

On the South :

On the East :

On the West :

The annual ground rent of Rs. 5/- only is payable to the Circle Officer,
Gamharia

MEMO OF CONSIDERATION

<u>Date</u>	<u>Bank</u>	<u>Cheque/online</u>	<u>Amount (Rs.)</u>
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SAI KALPANA HOMES BUILDERS (P) LTD.
Kalpana Debbarh
DIRECTOR

In witness whereof the Vendor/s has hereunto set and subscribed his / their
hand/s on this Sale Deed, today at Seraikela, on the date aforementioned.

Read over and explained the contents of this Sale Deed to the Vendor/s by me,
who found it to be true and correct:

WITNESSES:

1.

2.

Drafted & Printed by:

New Civil Court Campus, Jamshedpur.

PURCHASER

(.....)

SAI KALPANA HOMES BUILDERS (P) LTD
Kalpana Dandey
DIRECTOR

Certificate:

It is certified that the finger prints of left hand of each persons whose photograph is affixed in the document have been obtained before/by me.

Advocate