

**DEED OF SALE**

THIS DEED OF SALE made this the \_\_\_\_\_ Day of \_\_\_\_\_, Two Thousand Twenty Two By and Between \_\_\_\_\_, hereinafter called and referred to as the VENDOR (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives, assigns and successor in interest), of the ONE PART. (The Vendor herein represented through her constituted attorney **SRI JITENDRA KUMAR SINGH** Son of Late Pashupati Singh, by faith Hindu, by occupation Business, Resident of Gauri Apartment, Jharudih, P.S. and Dist. Dhanbad, vide Power of Attorney no.IV-1246 dated 12.04.2010 registered at Ranchi Registry office).

**AND M/S JANAK BUILDERS & DEVELOPERS**, A Proprietorship firm, Represented herein through its Proprietor Sri Jitendra Kumar Singh, S/o Late Pashupati Singh, by faith Hindu, by occupation- Business, Resident of Gauri Apartment, Jharudih, P.S. & Dist. Dhanbad, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless executed by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the SECOND PART.

**IN FAVOUR OF**

\_\_\_\_\_, Son of \_\_\_\_\_, By faith Hindu, by occupation \_\_\_\_\_, resident of \_\_\_\_\_, P. S. \_\_\_\_\_, & District Dhanbad hereinafter called and referred to as the PURCHASER (which expression shall, unless, excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) :

WHEREAS by virtue of a Registered deed of sale, being No. \_\_\_\_\_ dated \_\_\_\_\_, Registered at Dhanbad Sub-Registry office, executed by \_\_\_\_\_ in favour of the vendor hereto \_\_\_\_\_, the vendor hereto purchased his entire right, title, interest and possession to in and over 08 Kathas or to say \_\_\_\_\_ Decimals, of land, appertaining to Survey Settlement Plot No. \_\_\_\_\_, appertaining to Khata No. \_\_\_\_\_, at Mouza \_\_\_\_\_ (Mouza No. \_\_\_) under P.S. Saraidhela, District Dhanbad for valuable consideration therein mentioned.

For JANAK BUILDERS & DEVELOPERS

  
(Jitendra Kumar Singh)  
Proprietor

AND WHEREAS, ever since the date of purchase as aforesaid the vendor hereto \_\_\_\_\_, has been in peaceful and uninterrupted possession to in and over the said land by Mutating her name in the Serista of the Landlord the States of Jharkhand and paying rent for the same under Thoka No. \_\_\_\_\_;

WHEREAS, the above named vendor hereto \_\_\_\_\_ decided to develop her aforesaid said land and entered into an agreement with a builder firm namely, M/s Janak Builders & Developers, to construct a Multi Storied residential building over the said land on conversion basis, by Development agreement dated 12<sup>th</sup> day of April '2010.

AND WHEREAS the Developer have planned and developed a multi - storied residential complex over the said land, which is commonly and popularly known as " \_\_\_\_\_ " (referred to as the "said complex") on the said plot more fully describe in the Schedule "A" as per the building plans approved by the Competent Authority i.e. Mineral Area Development Authority (M.A.D.A), Dhanbad, its letter no. \_\_\_\_\_; And

WHEREAS the purchaser hereto approached the developer hereto for the purchase of the Flat no. \_\_\_\_\_ at \_\_\_\_\_ floor of \_\_\_\_\_, hereinafter called a unit, morefully described in the schedule "B" hereto on the terms and conditions recorded in Agreement of Sale entered into between them on the highest offered consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ hundred) only ;

**NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS FOLLOWS:-**

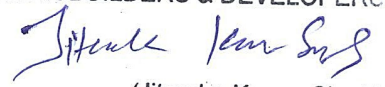
1. That in consideration of the total sum Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ hundred) only paid by the purchaser to the developer as per Memo of Consideration appearing in Schedule "C" hereto (the receipt whereof is hereby acknowledged and admitted by the developer) and in consideration of the terms and conditions hereby contained, the vendor absolutely and indefeasibly grant, sell, convey, transfer and assign their entire right, title, interest and possession to in and over Flat no. \_\_\_\_\_ at \_\_\_\_\_ floor of \_\_\_\_\_, hereinafter called a unit, of " \_\_\_\_\_ " a residential complex morefully described in the schedule "B" hereto together with all claims, demands, easements and other incidental rights belonging or appertaining thereto morefully described in the schedule "D" and "E".

For JANAK BUILDERS & DEVELOPERS  
  
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hereto to the purchaser TO HAVE TO HOLD the same for all times to come free from all encumbrances subject to the terms and conditions hereinafter appearing.


2. That the vendor and developer doth hereby covenant with the purchaser that the vendor are the owner of the schedule "A" land and the residential multistoried complex constructed thereon and the floor area sold herein and the same is in no manner defective and is in no manner encumbered by way of mortgage etc. and the purchaser has inspected all the documents regarding the title of the property and has fully satisfied himself / herself / themselves about the title of the vendor and quality of construction and being fully satisfied with the same has therefore purchased the same.
3. That the vendor hereby further covenant with the purchaser that the vendor shall pay the annual ground rent now or in future becoming payable up-to-date and shall keep the purchaser fully indemnified harmless and free from and against any attachment or legal proceeding in respect thereof and that the purchaser 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 this day onwards.
4. That the purchaser in consideration of the use and enjoyment of the common part of schedule "A" land of the said complex has undertaken:-
  - i) Not to throw any rubbish or store any article or combustible goods in common parts save to such extent and at such place or places if any as may be specifically permitted by the Vendor in writing.
  - ii) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said unit or any other portion of the said complex, common parts.
  - iii) Not to cause any nuisance or annoyance to the co-purchasers and / or occupants of other portions of the complex.
  - iv) Not to use or allow to be used the said unit for the purpose other than for quiet and decent residential 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.

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- 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, cables, 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 vendors or the developers or other person permitted by the vendor 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 heavy articles or hang heavy articles which may injure or damage any structures and/ 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 or 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 of 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 the case the Owner and/ or the developer does not construct the entire construct able area.
- xii) Not to claim any right of user/ common use or otherwise over 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 as owned exclusive and absolute property with right of making further constructions thereon according to the plan that may be sanctioned and the purchaser covenants not to raise any objections/ claim/ impediment/ hindrance in the said further construction being made at any time.
- xiii) Not to obstruct or raise any objection in case the proportionate undivided share in the lands is reduced by reasons of the owners and / or developer constructing in excess of the area now intended and / or agreed to be constructed on 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 vendors / Developers 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.
- xv) To undertake maintenance of the unit in question on receipt of possession letter thereof 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 up keep, accident etc.

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- xvi) Not to damage the wall of the premises in question in any way whatsoever, the Purchaser will only be entitled to use wooden planks 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 premises.
- xvii) Not to open any other window or ventilation in the premises in question so as to infringe the property right of any neighboring flat / flats.
- xviii) That as per present market value fixed by the Govt. the purchaser is paying Stamp Duty and registration fees for Rs. \_\_\_\_\_/-only
5. That the purchaser has undertaken to pay and share the expenses of the said complex proportionately with co-purchasers with respect to items stated in schedule "F" hereto.

**SCHEDULE "A"**

All that piece and parcel of Raiyati/Residential land situated at Mouza \_\_\_\_\_, under P.S. Saraidhela, Chowki Sadar Sub-Registry office and Dist. Dhanbad,

Mouza \_\_\_\_\_, appertaining to Khata No. \_\_\_\_\_,  
 Plot Nos. \_\_\_\_\_, out of which measuring an area about more or less \_\_\_\_\_ Decimals of land, together with a Multi Storied residential building Standing thereupon commonly and popularly known as " \_\_\_\_\_", which is butted and bounded :

By North :  
 By South :  
 By East :  
 By West :

**SCHEDULE "B"**

(The Property hereby sold)

All that Flat no. 801, containing a super built up area \_\_\_\_\_ Sq.ft. (built up area \_\_\_\_\_ Sq.ft.) on the \_\_\_\_\_ floor, of the multi storied premises " \_\_\_\_\_" (together with all that proportionate share in the common area in the said complex which includes in Super Built up area an undivided proportionate variable indivisible share of interest in the schedule "A" land) carpet area comprised within the said unit. However the roof

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of the said unit shall be used both as the roof of the said unit as well as floor of unit above it and the roof of the said unit shall jointly be owned by the buyer and the buyers of other units directly above and under the said unit.

Area of the walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other units on the same floor shall jointly belong to buyer and buyers of the other unit or units and in which case 50% (fifty percent) of common walls shall be taken into account.

**SCHEDULE "C"**

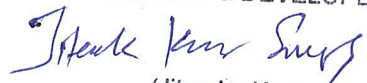
Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ hundred) only paid by the purchaser to the builder through cash, cheques and drafts.

**SCHEDULE -'D'**

(Common Areas)

1. Staircase on all the floors.
2. Stair case landing and lift landing on all floors.
3. Lift well.
4. Lift plant installation.
5. Lift Room.
6. Common passage and lobby, Ramp on the ground floor, exception car parking area if any.
7. Tube well.
8. Water Pump, Water tank, water pipes and other common pumping installation.
9. Transformers, electrical sub- station, Electrical, wiring, meters, generators, and fittings excluding, those that are installed for any particular unit.
10. Drainage and sewers.
11. Pump House.
12. Such other common parts, areas equipments installations, fixtures, fitting and space in or about the said complex as are necessary for passage to the user and occupancy of the units in common and as area specified by the Vendor expressly to be the common parts but excluding the roof and / or terrace and the open and covered car parking area.

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SCHEDULE –'E'

1. Rights of easements and quasi easements of other co-purchasers/ occupiers 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 purpose in connection with the use and enjoyment of the unit to go pass and pass over and along the common passages and common portions and through and along the main entrance of the building passage landing and stair case landing to the respective unit space full right and liberty to the other co-purchaser/ occupiers to use the common portion of the said building for the purpose of redecorating 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 running of water and soil, gas and electricity from and to the units covered drains water cables pipes and wire to the said complex either existing or to be installed in future.
4. The right with servant workman and other at all reasonable times at notice (except in the case of emergency) to enter or into and upon other parts of the building for the purpose of repairing, cleaning, and or renewing, any such cover drains, water courses, cables, pipes and wire as aforesaid and laying down a new cover drain and water courses pipe.
5. The right with servants workmen and other at all reasonable time on notice except in case of emergency to enter into and upon other portion of the building for the purpose of repairing maintaining, renewing altering of the building the said unit or any part of the complex subjacent or lateral support shelter or protection of the unit.

SCHEDULE –'F'

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

1. The expenses of maintaining and repairing, re- decorating, 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 unit main entrance, passage, landing and staircases 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 the said purchaser in common with other unit holders and with occupiers and aforesaid and of keeping open portion etc. to other parts of the said building in good condition and repairs.

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3. The cost of decorating the exterior of the building.
4. All rates, taxes 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 the Insurance against THIRD PARTY risk in respect of the building if such Insurance shall be at all taken out, by owners, the higher charges and other expenses of renewal taxes if any incurred by the owners in respect of the said building or any portion thereof for storage of refuse of the owners and occupiers of the said unit and to repair and renewing the dustbin or reused bin if provided at the said building.
6. All other 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 device would be responsibility of the unit owners on Pro-rata sharing basis.
8. Liability arising out of any accident in Course of maintenance of the Complex would be that of all unit owners and not of builders.
9. The purchaser shall pay one time interest free maintenance security deposit @Rs.5/- per sq. ft. to the vendor by demand draft against which proper receipt will be issued by the vendor. After formation of maintenance committee the said security deposit would be transferred to the maintenance committee of the Owner's Association.
10. Cost of Electric connection, Transformers charges will be borne by the purchaser exclusively and generator cost will be borne by the purchaser on proportionate basis.

That the above mentioned schedule 'A' land does not come under Govt. Land, and neither comes under Adivashi Land, Govt. Bhudan Land and forest land and also does not come under Govt. acquired land and the vendor and purchaser hereto are satisfied with the contents of this deed.

For JANAK BUILDERS & DEVELOPER  
  
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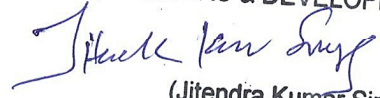
IN WITNESS WHEREOF THE VENDOR HERETO OUT OF HER OWN FREE WILL WHILE IN HER SOUND HEALTH AND PERFECT MIND HAVING FULLY UNDERSTOOD THE CONTENTS HEREOF, HAVE SET AND SUBSCRIBED HER HANDS ON DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:-

1.

2.

For JANAK BUILDERS & DEVELOPERS

  
(Jitendra Kumar Singh)  
Proprietor

Certified that the finger prints of the left hand of the vendor and the purchaser, whose photographs affixed in the document have been duly obtained before me, printed be me as per draft deed supplied by the parties.