

SALE DEED

1. Name and address of the Vendor :

(A) **M/S Birani Infra** a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932) having its principal place of business at 4th Floor, Narayani Center Point, Court Road, Barganda, Giridih, PAN AAWFB3215A and the partnership has been reconstituted on day of 2022 and represented through its partners namely:

1. **Dhruw Sonthalia** s/o Sri Ratan Lal Sonthalia by religion Hindu, by profession business and resident of Krishna Apartment, I M S Road, PS Giridih, Dist.-Giridih, having Aadhar No. *****7791.
2. **Biva Sonthalia** wife of Dhruw Sonthalia, daughter of Durha Prasad Gutgutia by religion Hindu, under O.B.C. categories by profession business and resident of Krishna Apartment, I M S Road, PS Giridih, Dist.-Giridih, having Aadhar No. *****1328.

(i) further the Partner No.(i) namely; **Dhruw sonthalia** has been duly authorized by the other partners of the said Firm vide a letter of Authorization and in such authority **dhruw sonthalia** is executing this deed of sale on his as well as on behalf of the other partners; hereinafter called "Birani Infra" and/or referred to as 'the Developer Firm'.

2. Name and address of the Purchaser :

_____, aged about ___ years, son of _____, by caste-_____, by occupation-_____, resident of At-_____ PO-_____, PS-_____, District-_____, Jharkhand, PAN-_____, Mobile No._____, hereinafter called "the purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, successor(s), executors and administrators and assignee etc. of the **Other Part**).

3. Nature of the deed: SALE DEED.

4. CONSIDERATION AMOUNT: Rs. _____ (Rupees _____ only) as per Govt. Bench Mark valuation.

Contract Amount : Rs. _____ (Rupees _____ only) as agreed between the vendor and purchaser on which stamp duty has been paid accordingly.

5. DESCRIPTION OF THE PROPERTY SOLD:

The Residential Flats (with **Flooring, Sanitary & Electrical Fittings as per schedule below**) as mentioned in the Schedule 'C', 'D' and 'E' hereinbelow of this deed of conveyance which has been constructed over Schedule 'A' land categorized in Schedule 'B'.

6. DESCRIPTION OF THE DEED:

WHEREAS the vendor **M/s. Birani Infra** owner in possession of the land described in the Schedule-A and building constructed thereon named as "**Awatar Palace**".

(Owner) is the absolute and lawful owner of [Khasra nos./survey nos] [please insert land details as per local laws] plot no. HN 219 and 219A within thoka no. TH522, TH297 and TH360 of ward no. 10, and present holding no. 0100000287000A1 totally admeasuring 31.30 DEC. situated in Mouza Makatpur, Mohalla – New Barganda, Giridih(T), District Giridih under Thana No. 95 (Said Land) vide sale deed(s) registered as documents no. 1066 dated 12/02/1951 AND SALE DEED 8039 IN THE YEAR 1953 at the office of the Sub-Registrar GIRIDIH. The Onwer and the Promoter have entered into a development agreement dated 14/06/2022 registered as document no. 2010 at the office of the Sub Registrar GIRIDIH

AND WHEREAS as per the Approved plan from Nagar Parishad the vendor has proposed **G+5** Storied Residential buildings in total **.....** nos. of Flats over the Schedule 'A' land.

AND WHEREAS the vendor) has mobilised the funds from its own resources and/or taking advance from the prospective purchasers/loan and provide materials, equipments, manpower and other necessary accessories for construction of Ground + 5 Storied Residential buildings in total **.....** nos. of Flats over the Schedule 'A' land as per plan approved by Giridih nagar nigam, vide No. GNP/BP/0034/W10/2021 **dated 06/04/2022**.

The residential apartments constructed over Schedule 'A' land will be known and called as "**Awatar Palace**".

And whereas the said Properties are included in the **Giridih municipal corporation** area and not coming under Ceiling Surplus land.

And whereas the purchaser has approached the vendor to sell the self-contained, independent **Residential Flat bearing Flat No._____** situated at _____ **Floor** of the building named & styled as "**Awatar palace**" and the vendor have agreed to the request of the purchaser and the purchaser agreed to purchase the said Flat having Built Up area of _____ Square feet of the said Residential building together with *proportionate, impartible, undivided interest* in the Schedule -'A' land hereinafter called the said **Residential Flat**.

Here it is specifically understood and agreed that the proportionate impartible undivided share over the schedule land so transferred and sold to the purchaser are subject to variation in accordance with the future construction, if any, that may be made by the vendor over the roof of the top floor of the building and hence the exact proportionate share of the vendor over the Schedule "A" land shall be fixed by the Society or Association that may be formed by the Flat Owner at a future date taking the total flat/house/shed which might have constructed thereon finally on the date of such fixation of the share and such share shall be treated to be final.

The break up of the above valuation of the property under reference is as follows:-

(I) VALUE OF THE LAND

Total land area over which the building comprising the Flat/Structure under reference measures an area of **31.30 decimals**. So the valuation of the land is **Rs.** _____/- per decimal or for **..... Sq.Ft** as per Government specification.

Total constructed area of the project comprises Ground floor + 5 Storied Residential apartment buildings Ground and five floors Residential in total 24 nos. of Flats over the Schedule 'A' land comprising total area of _____ **square feet**. Further the vendor have retained an area of _____ **square feet** for its self over the terrace of the building which is at present lying vacant. The vacant space has been retained for future expansion/extension or to be utilized for any other purpose by the vendor as may be permissible under the law. Further, the structure includes other amenities like staircase, common area etc. to be used by the entire flat owner in their respective Block/Building jointly. Hence the total project area over which construction has been made and/or kept by the vendor is _____ **sq.ft.** + _____ **sq.ft.** + _____ = _____ **sq.ft.**

The vended flat measures an area of _____ **sq.ft.** the total structure of all the Flats including the vacant area/space kept by the vendor over terrace is _____ sq.ft.. The buildings of all the Flats have been constructed over _____ sq.ft. of land (31.30 dec.). The vended Flat measuring _____sq.ft. and thus the impartial proportionate share of the purchaser over the land would be _____ **sq.ft. of land / _____ sq.ft.** of construction including vacant area x _____ **sq.ft.** (vended Flat) = _____ **Sq.ft.** of land.

So the total valuation of the impartible proportionate undivided share of the purchaser over the land of _____ **sq. Ft.** which comes to **Rs.** _____ is sold to the purchaser through this instrument.

(II) VALUE OF THE STRUCTURE

The Flat is situated on the _____ **Floor** of the building having Vitrified Tile Flooring with sanitary, water and electric facilities.

The valuation as per the Govt. is **Rs.** _____ per square feet with regard to the above specification.

The total constructed area of the flats is _____ **Sq. Ft.**

Hence the valuation is _____ Sq. Feet X **Rs.** _____/- = Rs. _____ only.

Further Rs.____/- has been added as Vitrified Tiles flooring of the vended Flat of _____Sq. Ft which comes to Rs._____.

Further 25% has been added over the structure value towards E.I & PH of the vended flat which comes to Rs._____ only.

So the total valuation of the flat including the land value is Rs._____ (Structure) + Rs._____ (EI & PH) + Rs._____ (flooring) + Rs._____ (land) = **Rs.** _____ but the vendor and purchaser has agreed the consideration price of the vended Flat as **Rs.** _____ (Rupees _____) only as per Govt. valuation as well as the contract price agreed by the parties.

NOW THEREFORE, in consideration of payment of Rs._____(Rupees _____) only paid by the purchaser to the vendor in shape of cheques, in presence of witnesses the receipt whereof the vendor do hereby acknowledge, and the said vendor being beneficial owner does hereby grant, convey, transfer and area of construction of Flat including vacant area unto the said purchaser free from all encumbrances and charges of the said Residential Flat as mentioned/described in the Schedule 'B' of this deed with vacant, physical and khas possession unto the purchaser to have and to hold the same by the purchaser absolutely and forever and hereby has acquired ownership rights in respect

of the Residential Flat **No.** _____ on the _____ **Floor** of the Residential building of "**Avatar Palace**" as fully delineated in the Schedule-C hereunder with sole, exclusive, transferable and irrevocable right to use the common areas and facilities appurtenant to the said Residential Flat, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Schedule 'C' of this deed.

The vendor, besides the above have also convey and transfer to the purchaser *proportionate impartible undivided interest* in the land as described in the Schedule 'A' in favour of the purchaser which is an impartible and notional right, created as a legal fiction as enjoined under the *Orissa Apartment Ownership Act*, which cannot be described with specification and exactitude and of which the purchaser has full knowledge of the same.

AND WHEREAS the purchaser shall hereinafter be the exclusive, absolute and indefeasible owner of the floor space/Residential Flat as described and delineated in the Schedule 'C' 'D' and 'E' hereunder conveyed and has acquired by them and hereinafter shall be entitled to use and enjoy the common areas, amenities, conveniences provided in the complex such as lift, ground lobby, corridors, passages, lawns, etc. with other purchaser of the Residential Flats. However such use and enjoyment of the aforesaid common conveniences shall be in a manner and mode so as not to affect or impair the rights of other purchaser of the Residential Flats in the "**Avatar Palace**".

AND WHEREAS the purchaser grant his irrevocable power and consent to the vendor that the vendor shall be entitled to develop the said properties "**Avatar Palace**" fully by constructing and/or making additions in the said buildings and / or by constructing additional buildings / floors /structures so as to avail of the full F.A.R. permissible at present or in future for the said entire land (including the said properties) inclusive of staircase, passage, by way of purchase of floating F.A.R., T.D.R., free F.A.R. which may be available on the said land or acquired otherwise howsoever and including putting up any "additional construction" as mentioned above and the vendor alone shall be entitled to sell the same and appropriate to him the entire sale proceeds thereof without the Residential Flat purchaser and other acquires of the flats/Residential Flat in such building or buildings and/ or his common organization having any claim thereto or to any part thereof. The F.A.R. of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the vendor who shall be at liberty to use, deal with, dispose of, sell, transfer etc, the same in manner the vendor choose. The Residential Flat purchaser agrees not to raise any objection and/or claim and/or damages of any nature including on the ground of inconvenience and/or nuisance while putting up such additional construction mentioned above and in this deed, the vendor alone shall be entitled to consume such F.A.R. by raising floor or floors on any structures including the said building or putting additional structures and/or by way of extension of any structure.

And whereas the purchaser shall not have right to make any construction over the are earmarked as passage or other areas earmarked as common utility areas, facilities etc., or cause any encroachment over any portion of roads, passages etc., or cause any encroachment over any portion of roads, passages etc., or other common areas/ common utility area and thereby causing violence to the approved plan. Further extension or expansion of the building by the vendor if any, by acquiring further adjacent land and further construction of residential blocks / houses / flats / Residential Flats / office premises after obtaining necessary approval from S.D.A. will be treated as part of the "**Avatar Palace**" complex and all the present and future expansion shall be treated as one integrated complex and all purchaser of Residential Flats in the present object or expansion thereof shall be entitled to enjoy the common facilities and infrastructural developments and will be under one owners society / associations.

And whereas the vendor alone shall be entitled to sell any part or portion of the said buildings including the open terraces, walls or part of the said portion, parking space, covered or otherwise, the open space including for use as a bank, office, Residential Flats, nursing home, restaurant, hotel, garden, display of advertisement, hoardings, well water

etc., as the same may be permissible or ultimately may be permitted by the authorities concerned; not to raise any objection or interfere with the vendor rights reserved hereunder.

And whereas the purchaser shall be liable to pay the proportionate amount required to be paid by way of the security deposit etc. as determined by the power supply authority (W.E.S.C.O.) for obtaining electricity supply connection to the vended Residential Flat.

And whereas the purchaser shall be entitled to enjoy the common areas and facilities and shall in co-operation with the other purchaser of Residential Flat take effectual steps for the safety of the common areas and facilities like lift, sewerage, electrical fittings, water supply, lobby, corridors, terrace, lawns, drive ways, pavements, all types of machineries and make periodic white washing and repairs of the "**Awatar Palace**" complex.

And whereas the purchaser of the said Residential Flat having handed over actual physical and khas possession of the said Residential Flat, he has no claim of whatsoever nature in respect of either quality of construction, amenities provided and the areas in respect of the said Residential Flat and the purchaser hereby acknowledge his full satisfaction towards the same without any reservation and shall not raise hereinafter any objection and / or claim as to the deficiency in the quality of construction or the material used for construction of the said Residential Flat or any other defect in the said Residential Flat on any ground whatsoever. The purchaser has executed the declaration in lieu of the receipt of vacant, physical and khas possession of the said Residential Flat, which is annexed to this deed hereinafter marked as **Declaration**.

And whereas, the purchaser of the Flats shall hold the walls, flooring and ceiling with the adjoining owner of the Residential Flats in common.

And whereas the Residential Flat purchaser shall have the right to have the Flats mutated in his name in the municipal records and/or in other revenue records as provided under the *Orissa Apartment Ownership Act and Rules* framed there under.

And whereas, the purchaser, nor any of his successor or legal heirs at no time shall demand partition of his interest in the said buildings and/or on the said properties. It is being hereby agreed and declared by the purchaser that his interest in the said properties is impartiable.

And whereas now onwards the purchaser shall be liable to bear and pay the proportionate share (i.e., in proportion to the floor area of the Residential Flat) of outgoing in respect of the said properties and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the said properties and buildings. It is specifically agreed and understood between the parties that the purchaser along with other co-purchaser of the building shall form a Society or Association, as the case may be, within a period of 02 (Two) years and shall be responsible for the overall maintenance of the building. Until the society/Association is formed and the said properties and buildings handed over to it, the purchaser shall pay to the vendor such proportionate share of outgoing as may be determined, the purchaser further agrees that till the purchaser' share is so determined the purchaser shall pay to the vendor provisional monthly contribution of as decided by the vendor towards the outgoing. The amount so paid by the purchaser to the vendor shall not carry any interest and remain with the vendor. The purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every English Calendar month in advance and shall not withhold the same for any reason whatsoever.

And whereas it is agreed and understood by the purchaser that from the date of execution of this deed the vendor shall not be responsible for the payment of any taxes, Government revenues levied, raised and demanded by the local authorities, state or any other Government agencies, and the purchaser are and shall be liable for such payments

and hereby undertakes to make such payment of the taxes and levies hereinafter. The purchaser are liable to pay the Service Tax, VAT to the Government through the vendor as required at or such rate fixed by the Government.

The purchaser hereby agree and undertake :

- (I) To maintain the said purchased Residential Flat at his own cost in good tenable repair condition from the date of possession i.e. from now onwards and shall not do or suffered to be done anything in or to the building in which the said Residential Flat No._____ in the _____Floor, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat No._____ in the _____Floor and the said the Flat itself or any part thereof.
- (II) Not to store any goods in the Residential Flat No._____ which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building or storing of goods which are objected to by the concerned local or other authority.
- (III) To carry at his own costs all internal repairs to the said Residential Flat and maintain the same in the same conditions, state and order in which it is delivered by the vendor to the purchaser and shall not do or suffer to be done anything in or to the building or to the said Residential Flat, which may be in contravention of the rules and regulations and byelaws of the concerned local authority or other public authority and in default the purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (IV) Not to demolish or cause to be demolished the Residential Flat or any part thereof, nor at any time or cause to be made any addition or alteration of whatever nature in or to the said Residential Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Residential Flat is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or R.C.C., Pardis or other structural members in the said Residential Flat without the prior written permission of the vendor and/or the society/association.
- (V) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said properties and the building as a whole in which the said Residential Flat(s) is/are situated or any part thereof or whereby any increase premium shall become payable in respect of the insurances.
- (VI) Pay his share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Residential Flat is situated.
- (VII) The purchaser shall observe and perform all the rules and regulations which the society / Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said buildings and the Residential Flat therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The purchaser shall also observe and perform all the stipulations and conditions lay down by the society / association regarding the occupation and use of the said Residential Flat in the building and shall pay and contribute regularly and punctually towards the taxes, expenses.
- (VIII) The purchaser as well as the similar purchaser of the Residential Flats in the "**Awatar Palace**" complex shall have the duty and statutory obligation to form a society/association for management and maintenance of the complex including the common areas, facilities, amenities and conveniences provided in the complex as per the provisions of the *Orissa Apartment Ownership Act* and the *Rules* framed

there under. Such society/association shall have its bye-laws and shall comply with statutory requirements as enjoyed in law/rules. The management, maintenance and administration of the common areas and facilities shall vest with the society/association. If for any reason the society/association delays or fails to take over the management and maintenance of the common areas/facilities as per intimation given by the vendor from a schedule date it shall be deemed that the society/association has taken over the management of such common areas/facilities etc. and the vendor shall be automatically relieved of all the objections implicit or explicit to maintain/manage the common areas and facilities.

- (IX) The purchaser shall have no claim save and except in respect of the Residential Flat hereby sold to them and all other open spaces, parking spaces, staircases, terraces, recreation spaces etc., will remain the property of the vendor until the said properties and buildings are handed over to the society/association.

AND WHEREAS the vendor declare that the Residential Flat hereby sold is not over a leasehold land granted by the Government for cultivation purpose during the last ten years and not also a ceiling surplus land.

THE VENDOR do hereby further agree with the purchaser to the conditions that in case the purchaser or his successors-in-interest shall be deprived of the possession of the vended Flat or any part thereof by virtue of any act of the vendor or any person or persons claiming title thereto through the vendor, the vendor and their successors-in-interest shall be bound to compensate the purchaser for such loss or damage arising from such act and shall be liable to refund the purchaser's money proportionately with interest at the rate of 12% per annum from the date of deprivation of accrual of such loss along with cost of improvement if any.

AND IT IS further agreed and declared between the parties as follows:-

1. The purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the term herein content to any one without the consent of the vendor or any other co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the purchaser under the terms of this conveyance.
2. The purchaser's undivided interest in the soil shall remain join for all times with the vendor and/or other co-owners who may thereafter or hereto before has acquired right, title and interest in the other Residential Flats in the buildings, it being hereby declare that the interest in the soil is impartible.

For clarity here it is mentioned that the Stamp duty and registration fee of this Sale Deed shall be borne by the purchaser as per mutual consent of the parties and pursuant to such understanding the purchaser has paid the stamp duty in accordance with the valuation of the land and buildings specified herein above.

SCHEDULE -A

All that more or less undivided and indivisible proportionate share in and over land measuring **31.30 Dec.** by standard measurement appertaining to in mouza Makatpur, Mohalla, New Barganda, P.S. Giridih (T), Dist. Giridih, under Thana no.95, within Thoka no. 522, 297 and 360 of ward no. 10, plot no. HN 219 and 219A and present holding no. 0100000287000A1, butted and bounded as follows-

North: - Land of Ajit Singh

South: - Road

East: - partly land & house of L.P. Singh & partly Bagwati Regency

West: - Road

SCHEDULE -B

Residential Building Complex known as '**Awatar Palace**' constructed over the **Schedule-A** properties having modern Ground + 5 Storied Residential in total nos. of Flats over the Schedule 'A' land.

SCHEDULE – C

The **Residential** Building is known as '**Awatar Palace**' Flat No. _____ in _____ **Floor** and admeasuring Built Up area _____ & Carpet area _____ of the Flat is _____ Sq. Ft. (_____ square feet)

Boundaries of the vended Flat bearing Flat **No.** _____ situated on the _____ **Floor** of the building for easy identification.

North : South :
East : West :

The Flat is consists of:

- i) Bed Rooms (ii) Drawing cum Dining
- (iii) Kitchen (iv) Toilets
- (v) Balcony

The vended Flat is situated on _____ **Floor** of '**Awatar Palace**'.

SCHEDULE – D

SPECIFICATIONS AND AMENITIES

1.	STRUCTURE	:	R.C.C. framed structure.
2.	WALLS	:	Fly ash Brick Masonry 09” thick walls and 5” thick internal walls in Cement Mortar 1:6
3.	PLASTERING	:	External – 20 mm thick in Cement Mortar 1:6 internal – 12 mm thick in Cement Mortar 1:6 for walls and in Cement Mortar 1:4 for Ceiling.
4.	FLOORING	:	Tiles Flooring Front Open Space: PCC
5.	RAILINGS	:	S.S Railing is provided in the stair case.
6.	FINISHING	:	Inside: Two coat of wall putty with Primer. Outside the building Exterior grade paint
7.	ELECTRICAL	:	Concealed copper wiring in standard Points. Wires & Cables: ISI Grade Switches: Modular, Standard fittings Base Model.

SCHEDULE –E

Description of Common/Limited Common Areas and Facilities)

- Common Passage.
- Staircases
- Common Corridor
- Electrical Control Room
- Overhead Water Tank.
- Transformer.
- Open Parking
- Landscaping in surrounding areas.
- All other facilities/Amenities provided or meant for common use and common necessity.

Thus with a normal state of body and mind, without any compulsion or coercion on the party of anybody, the vendor hereby executed this deed of sale in favour of the purchaser today this _____ **day of** _____ **20**____ before the witness:-

Witnesses:

1.

(_____)
M/S Birani Infra
Through Authorized signatory

2.

PURCHASER

Drafted, as per the instructions of the parties typed read over and explained by me the contents of this in Hindi, the Parties admitted the same to the correctly scribed and signed in the presence of witnesses.

Advocate

DECLARATION

The vendor **M/S.BIRANI INFRA** have handed over today i.e., on ____ **day of** _____, vacant, peaceful, physical and khas possession of Residential Flat **No.**_____ in the residential building on _____ **Floor** in the residential building known as **“Awatar Palace”** constructed on the land of the above description admeasuring Carpet area of the said Residential Flat **No.**_____ having _____ sq.ft. and the purchaser _____ has received the vacant, physical and khas possession of the above said Residential Flats in good condition today and has acknowledged the receipt of the same and has put his signature for the same in presence of the witness.

(_____)
Signature of the Purchaser:

(_____)
M/s Awatar Palace
Through Authorized signatory

Witnesses:

1.

2.