

**SALE DEED**

This Deed of Sale is made on ..... Day of January, 2022.

By

M/S VIDHI DEVELOPERS PVT. LTD [PAN: AADCV4804F], a Company duly incorporated under the provisions of Companies Act, 1956, having its Registered Office at Vinayak Garden, Dhiraj Ganj, Tata Kandra Main Road, Gamharia, Seraikella Kharsawan, Jharkhand, represented by its duly Authorized Director (Vide Board Resolution dated 10.11.2012) Mr. Sanjay Kumar Singh son of Shri Bipin Bihari Singh, [UID: XXXX-XXXX-2511], by faith Hindu, by Nationality Indian, resident of K-501, Vasundhara Estate, Near Dimna Chowk, Mango, Jamshedpur, East Singhbhum Jharkhand (hereinafter for the sake of brevity called the **PROMOTOR-DEVELOPER/ FIRST PARTY**, which expression unless repugnant to or excluded by the context or subject of these presents shall mean and include the partnership firm, itself and its partners, their legal heirs, successors, assigns, legal representatives, authorized persons, nominees and successors-in-interest) of the **ONE PART**;

**IN FAVOUR OF**

1. Mr. ...., S/O Mr ..... Nationality- Indian, both by profession ....., by faith - ....., by caste-....., residing at ..... after called the **SECOND - PARTY** (Which expression shall excluded by or repugnant to the subject or context be deemed to mean and includes his heirs, successors, legal representatives, administrators, and/or its successor, legal representatives and assignees of the **OTHER PART**)

**WHEREAS**, the entire lands under khata No.200 of mouza Dobo, Thana No. 331, Halka No. II, P.S. Chandil, Dist. Seraikella-Kharsawan was entered and recorded in the name of Sarbanga Sundari Dasi wife Umesh Chandra Dan ,by caste Tamuli , in the last survey settlement operation ;

**AND WHEREAS** said Sarbanga Sundari Dasi ,died leaving behind his only son Basanta Kumar Dan who also subsequently expired ,leaving behind his ten sons namely Ananda Kumar Dan, Sanat Kumar Dan, Suniti Kumar Dan, Sunil Kumar Dan, Prasanta Kumar Dan, Kalyan Kumar Dan, Amitava Kumar Dan, Ashok Kumar Dan, Arun Kumar Dan, Swapan Kumar Dan ,as his legal heirs.

**AND WHEREAS** Binod Kumar Agarwal, Sanjay Kumar Agarwal, Ashok Kumar Agarwal all sons of Late Ramawtar Agarwal and Binay Kumar Agarwal son of Late Bhagwati Prasad Agarwal purchased and acquired of ALL THAT land measuring 76.74 dec under Khata No.200 being Plot Nos 989 and 990 of Mouza Dobo, P.S. Chandil, Thana No. 331, Dist. Seraikella Kharsawan from its former owner Shri Rajesh Gorai son of Sri Jyotindra Nath Gorai @ Yatindra Nath Gorai, by virtue of Registered Sale Deed No.1469 ( Sl.No.1518) dated 12.06.2020 and thereafter got their names mutated in respect of aforesaid plot of lands in the records of State of Jharkhand through the office of C.O. at Chandil, vide Mutation Case No. .... order dated ..... and on payment of ground rent and other taxes to the superior land lord in their names.

**AND WHEREAS** aforesaid Binod Kumar Agarwal, Sanjay Kumar Agarwal, Ashok Kumar Agarwal all sons of Late Ramawtar Agarwal and Binay Kumar Agarwal son of Late Bhagwati Prasad Agarwal entered into Development Agreement with Vidhi Developers, by virtue of Registered Development Agreement, vide Deed No. .... dated ..... registered in the Office of District Sub Registrar at Seraikella on such terms and conditions more particularly described therein and also authorised to do several things including booking of the flats, receive consideration money and execute, present and admit the due execution of sale deed before Registering Authority in favor of the Purchaser.

**AND WHEREAS** Antara Infra, a Partnership firm purchased and acquired of ALL THAT land measuring 69.8 dec under Khata No.200 being Plot No 984 of Mouza Dobo, P.S. Chandil, Thana No. 331, Dist. Seraikella Kharsawan from its former owners Santosh Kumar Saw son of Late Panch Dev Shaw and Mohit Saw son of Late Saral Sah, by virtue of Registered Sale Deed No.3076 ( Sl.No.3214) dated 01.12.2020 and thereafter got its name mutated in respect of aforesaid plot of land in the records of State of Jharkhand through the office of C.O. at Chandil, vide Mutation Case No. .... order dated ..... and on payment of ground rent and other taxes to the superior land lord in its name.

VIDHI DEVELOPERS (P) LTD.  
  
Director.

**AND WHEREAS** aforesaid Antara Infra, a Partnership firm entered into Development Agreement with Vidhi Developers, by virtue of Registered Development Agreement, vide Deed No.....dated ..... registered in the Office of District Sub Registrar at Seraikella on such terms and conditions more particularly described therein and also authorised to do several things including booking of the flats, receive consideration money and execute, present and admit the due execution of sale deed before Registering Authority in favor of the Purchaser.

**AND WHEREAS** Hitech Heritage Limited A company incorporated under the companies Act, 1956 purchased and acquired of ALL THAT land measuring 33.33 dec under Khata No.200 being Plot Nos 984, 987 of Mouza Dobo, P.S. Chandil, Thana No. 331, Dist. Seraikella Kharsawan from its former owners Binod Kumar and Uday Sankar both sons of Late Purusottam Singh, by virtue of Registered Sale Deed No.3159 ( Sl.No.3173) dated 02.04.2011 and thereafter got its name mutated in respect of aforesaid plot of land in the records of State of Jharkhand through the office of C.O. at Chandil, vide Mutation Case No.1387 /2011-12 order dated ..... and on payment of ground rent and other taxes to the superior land lord in its name.

**AND WHEREAS** Hitech Heritage Limited A company incorporated under the companies Act,1956 further purchased and acquired of ALL THAT land measuring 66.66 dec under Khata No.200 being Plot No 987 of Mouza Dobo, P.S. Chandil, Thana No. 331, Dist. Seraikella Kharsawan from its former owner Awadh Bihari Gupta @ Awadh Bihari Gupta son of Late Kanni Lal Gupta and Lakhrajo Devi wife of Awadh Bihari Gupta,by virtue of Registered Sale Deed No.3160 ( Sl.No.3174) dated 02.04.2011 and thereafter got its name mutated in respect of aforesaid plot of land in the records of State of Jharkhand through the office of C.O. at Chandil, vide Mutation Case No.1389 /2011-12 order dated..... and on payment of ground rent and other taxes to the superior land lord in its name.

**AND WHEREAS** aforesaid Hitech Heritage Limited entered into Development Agreement with Vidhi Developers,by virtue of Registered Development Agreement, vide Deed No.....dated.....registered in the Office of District Sub Registrar at Seraikella on such terms and conditions more particularly described therein and also authorised to do several things including booking of the flats, receive consideration money and execute, present and admit the due execution of sale deed before Registering Authority in favor of the Purchaser.

**AND WHEREAS** Y Satyanarayan Rao son of Y Kameshwar Rao purchased and acquired of ALL THAT land measuring 13.2 dec under Khata No.200 being Plot No 984 of Mouza Dobo, P.S. Chandil, Thana No. 331, Dist. Seraikella Kharsawan from its former owner Sumanta Dan son of Late Prasanta Dan,by virtue of Registered Sale Deed No.2704 ( Sl.No.2787) dated 14.07.2015 and thereafter got its name mutated in respect of aforesaid plot of land in the records of State of Jharkhand through the office of C.O. at Chandil, vide Mutation Case No.4/R27/2019-2020 order dated 17.05.2019 and on payment of ground rent and other taxes to the superior land lord in its name.

**AND WHEREAS** aforesaid Y Satyanarayan Rao entered into Development Agreement with Vidhi Developers,by virtue of Registered Development Agreement ,vide Deed No. dated registered in the Office of District Sub Registrar at Seraikela on such terms and conditions more particularly described therein and also authorised to do several things including booking of the flats, receive consideration money and execute, present and admit the due execution of sale deed before Registering Authority in favour of the Purchaser.

**AND WHEREAS**, the map of the building has been sanctioned by Saraikela Kharsawan Zila Parishad vide **Building plan Case no - SKZP/GH/0019/2022 in the name of land owners**; for the multistoried Commercial buildings to be constructed on the Schedule "A" of the property (hereinafter for the sake of brevity called as the "Project") which is named as "**VINAYAK SQUARE**".

**AND WHEREAS**, the Promoter herein got the said projectregistered under the Provisions of RERA at Ranchi being registration no.....

**AND WHEREAS** in accordance with the said approved building plan, which the DEVELOPER has obtained approvals for the Project from the Competent Authority – Saraikela Kharsawan Zila Parishad, The DEVELOPER/promoter agreed and undertakes that it shall not make any changes to these layout plan except in strict compliance with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to "RERA") and other laws applicable viz. Jharkhand Building Bye-laws.

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Director.

AND WHEREAS in accordance with the said approved plans the Developer/Promoter has undertaken development of the said land described in the SCHEDULE "A" hereto by constructing thereon the said multi-storied residential apartment complex "VINAYAK SQUARE"

AND WHEREAS in terms of the afore stated Development agreement, several residential units, car parking spaces, common area, proportionate undivided share in land attributable to each residential unit are the allocation of the Developer/Promoter on conversion-cum-Ownership basis as inherent and recorded in the said Development Agreement. These presents relates to the allocation of Developer/Promoter.

AND WHEREAS the DEVELOPER/ PROMOTER has the sole and exclusive right to sell their allocation and to receive sale price thereof.

AND WHEREAS thus the Landowner and the Developer/Promoter are fully competent to enter into this Agreement as their right, title and interest regarding the said land on which Project is to be constructed has fully been protected and saved and confirmed by the aforesaid Development Agreement.

AND WHEREAS the Developer has applied for registration of the said project under the provision of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority, Jharkhand at Ranchi.

AND WHEREAS the PURCHASER who is interested for purchasing one residential unit in the said

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-

1. That total consideration amount of the Sale Deed is Rs. ....../- (.....). Out of the total consideration amount cost of 965 sq. ft. Carpet area of Flat is Rs. ....../- (.....) and cost of ..... sq. ft (approx) undivided proportionate share in Schedule 'A' land Rs. ....../- (.....) totaling Rs. ....../- (.....) being paid by the purchaser to the Builder as detailed below. The vendor does hereby absolutely and forever sell, convey, transfer and deliver all the flat premises morefully described in Schedule 'B', in favour of the Purchaser by this deed of sale to have and to hold the same unto the Purchaser their heirs, successors without any interruption from the side of the Vendor/ Builder.
2. That the seller herby covenant with the purchasers that the seller is owner of Schedule – 'A' land and floor area sold herein and the same is in no manner encumbrances by way of mortgage etc. and the purchaser has inspected all the documents regarding the title of property and quality of construction /size and after being fully satisfied with the same has therefore purchased the same.
3. That the purchaser will use common areas by sharing with other occupants of the said Apartment Building. The common area means entrance lobby, lift shaft, plumbing duct, common corridors and passages, common passage for car parking and staircase and set-back area of the Building. Carpet area means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
4. That the Purchaser specifically agree(s) to pay directly or if paid by the seller then reimburse to the seller on demand all Government charges, levies, any other charges, fees, taxes, etc. presently applicable or leviabale in future on the said land and/or the said complex or the said flat.
5. That the purchasers shall bear the cost towards the maintenance charges and also pay other charges towards the watchman, sweeper and under other heads like municipality charges, sewerage, cleaning etc.
6. That the Purchasers further agrees that the reserved parking space(s) allotted to them for exclusive use shall be understood to be together with the said flat and the same shall not have independent legal entity detached from the said Flat. The Purchaser undertakes to park her vehicle in the parking space allotted to her and not anywhere else in the said land.

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- 7.a) The purchaser agrees to become a member of co-operative Housing Society of Association of Purchasers to be formed by all the Flat Owners of **VINAYAK SQUARE**.
- b) The buyers hereby agrees to observe and perform all rules and regulations which the said Co-Operative Housing Society's of Associations may adopt at its inception and from time to time and at all times for protection, maintenance, of the building/ Apartment, municipal by-laws and regulations in force.
8. That the Purchaser shall not at any time demolish the said Flat or any part thereof, nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof which may affect the other flat or common areas. The Purchaser shall not change the common colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design save in accordance with the General Schedule there of as is or may be specified by the Society or Association of Buyers.
9. That the said Building shall be known as **VINAYAK SQUARE** and this name shall never be changed by the flat Purchaser or anybody else.
10. Purchaser will have full right to sell, let out, transfer the scheduled property conveyed by this Deed.
11. The Purchaser has undertaken to:-
- Not to throw or store any thing in common areas, not to make noise or cause any nuisance which may cause annoyance to the co-purchasers and /or occupants of other portions of the complex.
  - Not to claim any partition or sub-division of the said premises and not to make any partition of the unit in smaller sizes or making separate independent portion of the said unit.
  - Not to claim any use of common areas or otherwise ever 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/seller as owned exclusively and absolute property with right of making further construction thereon.
  - That before execution of this registered Sale Deed the purchaser has fully satisfied herself about the completion of construction work of his Flat and building, about the construction material used in the construction of the said flat/apartment/ Building, about the open area/ setback provided around the apartment building & the actual area of land in possession over which the Apartment Building has been constructed and after satisfying herself about all these matter, the purchaser has agreed to get the Sale Deed executed in her favour.

The purchaser will have no claim/ complaint whatsoever regarding construction of flat and amenities provided in the flat and apartment building regarding open spaces/ setback provided by the seller.

#### SCHEDULE - 'A'

Description of the land on which the complex "**VINAYAK SQUARE**" is being constructed.

The piece of land measures in area ..... decimal as per registered Sale Deed no. .... dt. .... situated at ....., Mouza - ....., Thana No. - .., Ward - ..., Khata No. - ....., Plot No. - ....., Distt. - ....., owned by .....

The land bounded as follows:-

North : .....

South : .....

East : .....

West : .....

**VIDHI DEVELOPERS (P) LTD.**  
  
 Director.

SCHEDULE – 'B'

One ownership flat bearing Flat No. .... in the Building known as ..... measuring Carpet Area ..... sq. ft. (..... square feet) together with undivided proportionate share in Schedule 'A' Land measuring ..... sq. ft. (Approx). The Lower Ground Floor space will be reserved for car parking spaces suitable for parking of ..... Nos. of Maruti Swift Car or other equivalent size cars only. The purchasers named above require to park small cars only i.e. Maruti Swift Car or other equivalent size cars in the parking space at Lower Ground Floor, which is kept, reserved for parking space for the 10 Nos. of flat owners of the Apartment Building.

Location of Flat : .....  
Floor no. : .....  
Note : Lower Ground Floor – Car parking  
Ground, First, Second, Third & Fourth Floors – Residential Flats.  
North : .....  
South : .....  
East : .....  
West : .....

This is to certify that this land do not belong to Government Land, Forest Land and is out of Government Acquired Land.

Certified that contents of this sale deed have been read over by the vendors, confirming party, and explained in Hindi to them who having fully understood the same have executed the deed voluntarily and freely and whose signature and thumb impression are hereby attested.

Drafted by ..... (At .....)

Witness:

VIDHI DEVELOPERS (P) LTD.  
  
Director.