

**This Sale DEED is made on this the ..... Day of July 202\_.**

**BETWEEN**

M/S. NISITH KESHARI CONSTRUCTIONS PVT. LIMITED, Its Office at Tirath Mansion, Main Road, Ranchi Through Its Director, Sri Nisith Kumar Keshari Son of Lt. Nawal Kishore Keshari, Resident Of HIG/221, Argora Housing Colony, PS Argora, Dist-Ranchi, (Jharkhand) hereinafter called the **DEVELOPER** (which expression shall, unless repugnant to the context or excluded by these presents, mean and include, its successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**KRISHNA KUMAR PODDAR (UID- 6819 9431 2494)** son of Late Rameshwar Lal Poddar, grandson of Late Hardutt Rai Poddar, by Faith- Hindu, by Caste- General ¼lkekU;½ CNT Act 1908 ls vukPNkfnr, by Occupation – Business, resident of Poddar Niket, Bariatu Road, P.S. Bariatu, District Ranchi, Jharkhand, hereinafter called the **‘OWNERS’** (which expression shall, unless repugnant to the context or excluded by these presents, mean and include their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART**.

**AND**

..... **(UID- .....**) S/o  
..... Resident .....,  
hereinafter called the **“PURCHASER”** (which expression shall, unless repugnant to the context or excluded by these presents, mean and include his / her legal heirs, successors, representatives and assigns) of the **THIRD PART**.

1. WHEREAS at all material time the Owners held and possessed as the absolute owners all that piece and parcel of land covered under R.S. Plot No.395 Khata No.211 Area 8.41 Decimals, R.S. Plot No.396 Khata No.124 Area 85 Decimals, R.S. Plot No.429 khata No.61 Area 41 Decimals, total area measuring 134.41 Decimals, situated at Village- Pandra, Thana No.149, corresponding to Holding No.0350003587000Z0 & 0350003588000Z0 Ward No.35 (old), Ward No.33 (new), P.S. Sukhdeonagar, District- Ranchi (Jharkhand) more fully described in the First Schedule below (hereinafter referred to as **“The Said Property”**).
2. WHEREAS by virtue of the Registered Development Agreement dated 13/04/2022 Document No. 2022/RAN/2840/BK1/2514 in Book No. BK1 Volume No. 335 from Page No. 453 to 554 at, office of SRO Ranchi (executed by and between the Owners and the Developer) which is for the construction of **“OAK WOOD’S PODDAR RESIDENCY”** Block A, B & Block C”.
3. WHEREAS the Owners have entrusted to the Developer to develop their Said Property in the First Schedule, into Residential and Commercial Multistoried Building known as **“OAK WOOD PODDAR RESIDENCY”** Block A, B & Block C, at Pandra according to the plan sanctioned by Ranchi Municipal Corporation, Ranchi being Building Plan Case No RMC/GH/0622/W32/2020 DATED 19.11.2020, license for which is granted on 02.09.2021.
4. WHEREAS the Owners entitled the Developer to construct a multi-storied building on the said Property in terms thereof and in accordance with the plan sanctioned by RMC and thereby execute sale agreements in respect of the builder’s allocation to its respective nominated Purchaser/Purchasers intending to acquire/ purchase a flat /flats /dwelling units/within **“OAK WOOD PODDAR RESIDENCY”**, the multistoried Building.
5. WHEREAS the Purchaser is desirous to purchase a Flat in **“OAK WOOD’S PODDAR RESIDENCY”** being **Flat No. .... Block-.....** having a Super Built-up Area ..... Sqft on the

..... **Floor** with a Car Parking space on the Upper/Lower Ground floor at Pandra, Ranchi, more fully described in the Second Schedule.

6. WHEREAS prior to making the application aforesaid, the Purchaser(s) has/have inspected documents of title of 'the said property' and has also seen approved plan sanctioned by RMC and having satisfied himself/herself about the same and has agreed to purchase on ownership basis the above Flat with one Car Parking space in ground floor of "**OAK WOOD PODDAR RESIDENCY**", described in the Second Schedule. hereto and herein after for the sake or brevity collectively referred to as the "said floor space" including all internal partition walls, all outer walls, 50% of the walls common with the adjacent floor space together with common easements and rights in common parts, the common amenities and common conveniences relating thereto on terms and conditions herein after appearing.
7. WHEREAS a society is being/ has been registered as under the Jharkhand Co-operative Society Act and the bye-laws governing the society is applicable and the same is final.
8. WHEREAS Nisith Keshari Constructions Private Limited has authorized Nisith Keshari Infrastructure Private Limited as collecting agent and to receive all the payments from the respective flat buyers and issue money receipt etc. on behalf of Nisith Keshari Constructions Private Limited.

NOW THIS AGREEMENT WITNESSETH BY AND BETWEEN THE  
PARTIES HERETO AS FOLLOWS:

1. That the Purchaser has agreed to enter and thereby execute the instant agreement of sale in respect of **Flat No** ..... **(Block-** ..... **)** on the .....**-Floor** having a Super Built-up Area ..... Sqft with a Car Parking Space on the Upper/lower ground floor of the proposed building namely "**OAK WOOD PODDAR RESIDENCY**" Block-C", for a total consideration

- of **Rs** ...../-\*G.S.T. as per eighth schedule **(Rupees ..... only).**
2. That the Purchaser has paid to the Developer, a sum of **Rs** ...../- \*G.S.T. as per eighth schedule **(Rupees ..... only)** as advance/ part payment of the total consideration amount, whereof the Developer hereby acknowledges.
  3. That it is hereby agreed by and between the parties that out of the total consideration value as mentioned hereinabove, a sum of 5% shall be treated to be as earnest amount as a security amount in favour of the Developer and in the event of default in payments of the balance sum of the consideration amount committed by the Purchaser/ Purchasers, the Developer will be entitled to cancel this Agreement and thereby forfeit the said sum of earnest amount, and the Purchaser/ Purchasers shall have no claim over the said forfeited amount.
  4. The Purchaser shall pay to the Developer, the balance amount for the said flat described in the Second Schedule amounting to **Rs.** ...../-\*G.S.T. as per eighth schedule **(Rupees ..... Only)** as per payment schedule/ programme mentioned in the Eighth Schedule in the name and account of **“Nisith Keshari Infrastructure Private Limited”** hereunder written.
  5. Time of completion of project shall be 42 months from the commencement of work. The time shall be extendable by 6 months as a grace period without any financial implication. The above time does not include any time wasted due to Force – Majeure.
  6. In the event of the Purchaser making default in payment of any of the said installments/dues on the respective due dates as aforesaid and without prejudice to the rights of the Developer to treat such default as a breach of this Agreement and cancel this Agreement, the Purchaser shall be liable to pay to the Developer

interest at the rate of 12% per annum on the amount of the installment/s and/or dues in arrears for the period of the delay in payment of such installment/s and/or dues. However, no interest shall be given to the purchaser against the payment of the consideration of the flat.

7. The Purchaser agrees to pay to the Developer the amount in manner specified in the Eighth Schedule hereunder written and time in that behalf shall deemed to be the essence of this contract. All charges in respect of any additional work or alteration in the flat constructed in the said floor space as may be incurred by the Developer for the Purchaser shall be payable to the Developer before possession/delivery to the Intending Purchaser.
8. That after completion of the said **“OAK WOOD PODDAR RESIDENCY”** Block A, B & Block C” a Multistoried Building at Pandra, the developer shall fix a date for registration of sale deed and possession of the flat/flats to its intending purchaser/purchasers and the same will be intimated to the purchaser thirty days in advance, however possession of the flat shall be given to the purchaser with the registration of sale deed in his favor.
9. That upon receiving full & final payment of the consideration amount of the flat/flats from the purchaser/purchasers; the Developer shall deliver the possession of the flat after execution and registration of sale deed in his/her favor.
10. That the Developer itself or through its nominated Agency shall maintain the **“OAK WOOD PODDAR RESIDENCY”** Multistoried Building and shall pay all charges or various Government duties, taxes, security guards, common electric expenses and other miscellaneous expenses relating to the said property, on the amount received from the flat owners or its inmates as to their proportionate share of expenses namely called as **“MAINTANANCE CHARGE”**.

11. That PURCHASER (S), does hereby unambiguously and unequivocally, agrees and covenants that the maintenance of the **“OAK WOOD PODDAR RESIDENCY”** Block A, B & C multi-storied complex alongwith its all appurtenants, common areas, common facilities and common amenities shall be maintained and looked after by an Agency nominated/ decided by the BUILDER/DEVELOPER/CONFIRMING PARTY and the PURCHASER shall have no role in its nomination/appointment.
12. That PURCHASER (S) does hereby unambiguously and unequivocally, agrees and covenants that the AGENCY nominated by the CONFIRMING PARTY shall be duty bound to maintain, up-keep and look after of the following common areas and facilities in the **“OAK WOOD PODDAR RESIDENCY”** BLOCK A, B & C multi-storied complex out of the common fund corpus and monthly maintenance charges.
13. That PURCHASER(S) hereby unambiguously and unequivocally, agrees and covenants that the rate of the MONTHLY MAINTENANCE CHARGES shall be charged on the basis of the per square feet area upon the Super Built-up area at such rates as would be determined by the BUILDER/DEVELOPER/CONFIRMING PARTY.
14. That the Flat Owners/Purchaser do hereby un-ambiguously agree and covenant that a “Cut-Off Date” shall be fixed by the Builder or its Nominated Agency, and from the said Cut-Off Date, each and every, Flat-owners/ Purchasers will be charged Monthly Maintenance Charges by the CONFIRMING PARTY Or its Appointed Agency, and in case of default by the owner, the said defaulting flat/flats’ common facilities like water, electricity and other maintenance facilities will be withdrawn by issuance of notice in writing by the Builder or its Duly Authorised Officer/ Agent in this behalf.
15. That the Club-House, Gymnasium, Guest House & Community Hall is being constructed and for the said facilities

the Builder/ its Nominated Agency shall charge at such rates, which it may at its own discretion shall determine.

16. That from the date fixed as **“Possession Date”** the developer will charge one year maintenance charge in advance from all flat owners of “OAK WOOD PODDAR RESIDENCY” BLOCK A, B & C at Pandra, Ranchi. The amount thus collected will be treated as Security Deposit.
17. The Purchaser, with intention to bring all persons into whomsoever hands the said premises may come, does hereby covenant with the Developer as follows:
  - a. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or storing of goods which is objected to by local authority or any authority and in case any damage is caused to the building or any part thereof on account of negligence or default of the Purchaser in this behalf, he/she/it alone shall be liable for the consequences of the breach.
  - b. Not to use the said premises or permit the same to be used for any purpose whatsoever, other than the flat for residential/Commercial purpose and car parking space for parking purpose, as the case may be, nor shall the Purchaser use and utilize his/her unit that may cause nuisance or annoyance to occupiers of other premises nor for any illegal or immoral purpose.
  - c. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of ‘the Said Property’ where the said building is situated.
  - d. To pay taxes, duties, levies, surcharges etc. levied either by the State Government or by the Central Government, municipal corporation, water tax etc or jointly by them currently or in



willing to sale or transfer the said Flat to any other person or persons or get the deed registered in the name of other person or persons in that case, he has to pay Rs.2,50,000.00 other than the agreement value to the Developer for the transfer of same.

13. Upon possession of the said flat/unit being delivered to the Purchaser, the Purchaser shall be entitled to use and occupation of the said flat. Upon the flat holder taking the possession of the flat he/she shall have no claim against the Developer in respect of any item or work in the said flat which may be alleged not to have been carried out or completed.
14. The Developer will allot the Parking space in the Ground floor/Upper ground floor as designed in accordance to the plan.
15. Courts of Ranchi will alone have the jurisdiction in all legal matters arising out of or concerning this transaction.

IN WITNESS WHEREOF, The Director of the **Developer** company along-with the **Purchaser** and the **Owners** have put their signatures on this Agreement at Ranchi on the .....th Day of July 2022.

WITNESS

- 1.
- 2.

**DEVELOPER**  
**M/s Nisith Keshari construction Pvt. Ltd.**  
**(Through its Director Nisith Kumar Keshari).**

*For the* **OWNER'S**  
***Krishna Kumar Poddar***

**PURCHASER (S)**

**FIRST SCHEDULE**

All that piece and parcel of land measuring an area of 130.98 Decimals out of 134.41 Decimals covered under R.S. Plot No.395 Khata No.211 Area 4.98 Decimals, R.S. Plot No.396 Khata No.124 Area 85 Decimals, R.S. Plot No.429 khata No.61 Area 41 Decimals situated at Village- Pandra, Thana No.149, corresponding to Holding No.0350003587000Z0 &

0350003588000Z0 Ward No.35 (old), Ward No.33 (new), P.S. Sukhdeonagar, District- Ranchi,

**Boundary of aforesaid lands**

NORTH : Ranchi-Daltonganj Road  
 SOUTH : Plot No. 406 & 428  
 EAST : Plot No. 395/A, 432, 431 and 430  
 WEST : Plot No. 394, 397, 398

**SECOND SCHEDULE**

**Flat No .....** (**Block-.....**) having a Super Built-up Area ..... Sqft on the ..... **Floor** with a Car Parking space on the Lower/Upper Ground floor of “OAK WOOD’S PODDAR RESIDENCY”, at Pandra, Ranchi along with respective undivided proportionate share of land.

NORTH :  
 SOUTH :  
 EAST :  
 WEST :

**THIRD SCHEDULE (Common areas)**

1. The foundation, column, beams, supports, corridors, lobbies, stairs, stairways, landings, entrances and exits.
2. Pumps installation, pump room and room for staff or workers if any.
3. Common passages drive ways except car parking areas if any.
4. Tube well, water pump, water tanks or reservoir, water pipes and other common plumbing installations.
5. Electrical wiring, meters and fixtures (excluding those as are installed for any particular flat).
6. Drainage, Sewerage and rainwater pipe lines.
7. Boundary including outer side of the said building and the main gate.

8. Such other common parts, areas, equipment, installations, fixtures, fittings, covered and open space in or about the said building as are necessary for passage to other user and occupancy of flat or flats in common and as are easement of necessity or the building but excluding car parking space and areas.

#### **FOURTH SCHEDULE**

#### **GENERAL SPECIFICATION**

##### **STRUCTURE and DESIGN.**

R.C.C Framed Structure with Seismic Reinforcement Design.

Anti-Termite Treatment at Foundation and Plinth Level.

##### **EXTERIOR FINISH**

WALLS 6" thick external brick work with AAC brick masonry.

All external walls plastered and coated with Rustic Texture.

GRILLS & RAILINGS All windows to be guarded with Grills (design & quality to be decided by the company) and the balconies to have 42" high ms/steel railing (design & quality to be decided by the company)

PARKING FLOORING Chequered tiles / Kota Stone.

WATER ARRANGEMENT Water supply with deep bored tube well to overhead water tank. (Separate OH tank for each block).

LIFTS Fully Automated 13 Passenger and 8 Passenger Lifts.

LOBBY AND STAIRCASE AREA Granite/Tiles flooring in the entire area. Stainless steel railings in the stair case.

##### **INTERIOR FINISH**

WALLS	4" thick partition brick work with AAC brick/ fly-ash brick masonry. Wall and ceiling to be coated with Gypsum plaster.
DOORS	Wood frame Chowkhat with 30 mm flush door.
WINDOWS	Fully glazed 3 track UPVC window fitted with transparent filtered glass.
FLOORING	Vitrified tiles.
WALL TILES	Toilets to have theme based ceramic tiles upto the height of 7'. Kitchens to have 2' height (from cooking platform) ceramic dado tiles.
ELECTRICAL POINTS	All <b>Bedrooms</b> to have 1 nos 16 amp, 3 nos 6 amp, 3 nos light and 1 nos ceiling fan points. <b>Living</b> area to have 2 nos chandeliers, 2 nos ceiling fan, 4 nos light, 3 nos 6 amp and 1 no 16-amp points. <b>Dining</b> to have 1 no 16 amp, 2 nos 6-amp, 2 nos ceiling fan, and 3 nos light points. <b>Kitchen</b> to have 2 nos 16 amp, 2 nos 6 amp, 2 nos light points. <b>Toilets</b> to have 1 no 16 amp, 1 no 6 amp, and 2 nos light points.
C.P and sanitary fittings	All toilets to have Hot & Cold mixer, White color sanitary fittings. (All branded quality products)
Kitchen Fittings	Granite counter top with 9" stainless steel single drain sink with ISI mark C.P Fittings.

#### **FIFTH SCHEDULE**

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, Lift, staircase, landings, gutters, rain water pipes, motor pump, tube well, wiring and installation sewers, drains and all other common parts, fixtures, fittings and requirements in

- under or upon the building enjoyed or used in common by all the Intending Purchasers, co-Purchasers or other occupiers thereto.
2. The cost of cleaning, maintenance and lighting the main entrance passages, landings, staircase and other parts of the building as enjoyed or used in common by the occupiers of the said building.
  3. The salaries of managers, clerks, bill collectors, chowkidars, plumbers' electricians, sweepers etc. if any.
  4. The costs of working repairs, replacements and maintenance of pumps, tube wells and other plumbing works including all other service charges for services rendered in common to all occupiers.
  5. Municipal taxes and other taxes and other outgoing etc.
  6. Insurance of building against earthquake, fire, mob damages and civil commotion etc.
  7. All electrical charges payable in common for the common portions of the said building.
  8. All such other expenses including printing & stationery also all litigation expenses incurred in respect of any dispute with Ranchi Municipal Corporation, or any other local authority, Government, insurance company or any other persons in relation to be deemed by the **Developer or its Nominated Agency**, for maintenance and upkeep of the said building.

#### **SIXTH SCHEDULE**

1. The Intending Purchaser shall be entitled to all rights and privileges whatsoever belonging to the said building or therewith to use and enjoy in accordance hereinafter more particularly set forth in the Seventh Schedule hereto.
2. All common passage, driveways, entrances at all times for all purposes connected with the reasonable use and enjoyment of the said flat occupiers within the said building shall be free from any obstructions such as by in-descent parking of vehicles, deposit of material, and rubbish etc. such rights of the way along with the common passages, driveways and entrance as aforesaid.

### **SEVENTH SCHEDULE**

The under mentioned rights, easements, quasi easements and privileges appertaining to the said flat/unit shall be expected and be reserved up to the Developer and other co-Purchasers and/or occupiers of other part or parts of the said building:

1. The right of flow in common with the Purchasers and other persons aforesaid of electricity, water, soil or waste from and to any part (other than the said flat/unit) to the other part of the said building through pipes, drains, wires or conduits lying or being in under through or over the said flat and so far as may be reasonably necessary for the beneficial use occupation and enjoyment of other parts of the building.
2. The right of protection of other part/parts of the said building or all parts of the said flat as far as the same can or does normally protect.
3. The right as would otherwise become vested in the Purchaser by means of any structural alteration to the said flat or otherwise in any manner to lessen or diminishes any support enjoyed by other parts or part of the said building.

### **EIGHTH SCHEDULE**

That all the total costs, charges and expenses payable by the Intending Purchaser to the Developer in respect of works mentioned in the Second and Third Schedule hereto as per the specifications mentioned in the Fourth Schedule amounting to **Rs .....**/  
**\*G.S.T. as per eighth schedule (Rupees .....**  
**only).**

The payment shall be in the following installments by the Purchaser to the Developer: -

- (i) 20 % at the time of execution of this Agreement.
- (ii) 5.38 % before casting of Basement slab.
- (iii) 5.38 % before casting of Ground Floor slab.

- (iv) 5.38 % before casting of 1<sup>st</sup> floor slab.  
(v) 5.38 % before casting of 2<sup>nd</sup> floor slab.  
(vi) 5.38 % before casting of 3<sup>rd</sup> floor slab.  
(vii) 5.38 % before casting of 4<sup>th</sup> floor slab.  
(viii) 5.38 % before casting of 5<sup>th</sup> floor slab.  
(ix) 5.38 % before casting of 6<sup>th</sup> floor slab.  
(x) 5.38 % before casting of 7<sup>th</sup> floor slab.  
(xi) 5.38 % before casting of 8<sup>th</sup> floor slab.  
(xii) 5.38 % before casting of 9<sup>th</sup> floor slab.  
(xiii) 5.38 % before casting of 10<sup>th</sup> floor slab.  
(xiv) 5.38 % before casting of 11<sup>th</sup> floor slab.  
(xv) 10 % at the time of handover or registration of flat, whichever is earlier?

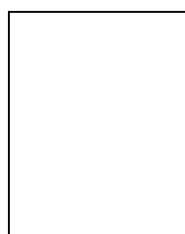
Detail Cost of the Flat No ..... (Block-.....) "OAK WOOD'S PODDAR RESIDENCY", Super Built Up Area-..... Sqft.

Cost of the flat Including Car Parking,

Generator, Electric Connection	Rs. ....../-
G.S.T. @ 5% or as applicable	<u>Rs. ....../-</u>
Total	Rs. ....../-

(Rupees .....Only).

**OWNER'S (FIRST PART) SIGNATURE, PHOTO AND FINGER  
IMPRESSION OF LEFT HAND**

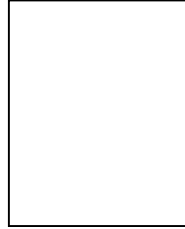


Thumb	Index	Middle	Ring	Little

Certified that the fingerprints of five fingers of the left hand of each persons, whose photographs are affixed in the sale deed have been taken before me.

**BUILDER'S/ DEVELOPERS (SECOND PART) SIGNATURE, PHOTO AND  
FINGER**

**IMPRESSION OF LEFT HAND**



Thumb	Index	Middle	Ring	Little

Certified that the fingerprints of five fingers of the left hand of each persons, whose photographs are affixed in the sale deed have been taken before me.

DRAFTED BY