

SALE DEED

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

By

AKSHAYA GREEN HOMES PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956/ 2013, having its registered office at GROUND FLOOR SAHODRA APARTMENT CHIRAGORA DHANBAD, represented through one of its Director Sri SUSHANT KUMAR, (Pan AKJPK4223A), Son of Sri AKSHAY KUMAR, By Faith- Hindu, By Occupation- Business, Having Its Office At 4<sup>th</sup> FLOOR SAHODRA APARTMENT CHIRAGORA DHANBAD (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)

AND WHEREAS, the Land Owners herein Bandana Sinha, Sabiba Singh, Ramesh Mandal & Dhanwantari Ojha in total owned and possessed land admeasuring 32.35 decimal i.e. in Khata No. 100 & 111, Plot No. – 137, 138, 141, 142, 143, 144, 145, 146, 147, 148, 149 & 150, Mouza- Narayanpur Dhanbad Thana No. 13, Dhanbad morefully described in First Schedule below;

AND WHEREAS, the said Land Bandana Sinha, Sabiba Singh, Ramesh Mandal & Dhanwantari Ojha were interested for development of the said land and accordingly on approach made by the FIRST PARTY Promotor herein, a Development Agreement dated 24.01.2014, was entered by and between the land owners and the BUILDER herein;

AND WHEREAS, the map of the building has been sanctioned by MADA, DHANBAD, vide Building plan Case no – BD NO 55/14-15 dt. 23.01.2015 in the name of land owners, later the time extension has also been granted by the concerned authority i.e. MADA, Dhanbad vide their letter No. N V V 08/2022-92 dt 15.12.2022; for the multistoried 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 “AKSHAY GREEN HOMES PHASE 1”.

AND WHEREAS, the Promoter herein got the said project registered 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 – MADA, DHANBAD, 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.

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 “AKSHAY GREEN HOMES PHASE 1”

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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.

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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.

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 AKSHAY GREEN HOMES PHASE 1.

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 AKSHAY GREEN HOMES PHASE 1 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:-

a) 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.

b) 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.

c) 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.

d) 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.

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Managing Director

SCHEDULE – 'A'

Description of the land on which the complex "AKSHAY GREEN HOMES PHASE 1" is being constructed.

The piece of land measures in area 96.24 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 : .....

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:

Akshaya Green Homes Pvt. Ltd.

  
Managing Director