

Sale Deed

This Deed of absolute sale is made and executed at Ranchi on this Day of _____, _____ at Ranchi.

Between

MINU ENHANCE DEVELOPERS, PAN ABSFM7415L, a Partnership Firm registered within the meaning of Partnership Act 1932 and having its office at **7th floor, Pulsar Plaza, Line Tank Road, Ranchi - 834001**, represented through its authorized signatory _____ (**Aadhar No. _____**) (**Mobile No. _____**) (**Date of Birth _____**), son of _____ and grandson of _____, by caste General (Do not come under CNT Act, 1908), by occupation Business, by faith Hindu, _____ Indian Citizen hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners)

AND

[If the PURCHASER is a company]

_____ (CIN No. _____) a company incorporated under the provision of the Companies Act, 2013 [Central Act 18 of 2013] as the case may be, having its registered office at _____ (PAN) represented by its authorized signatory _____ (Aadhar No. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[Or]

[If the PURCHASER is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____ PAN _____ represented by its authorized partners _____ (AADHAR No. _____) referred to as authorized vide _____ hereinafter the "**PURCHASER**" _____ (PAN)

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hereinafter called the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees.

[OR]

[If the PURCHASER is a HUF]

Mr. _____ (Aadhar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at _____, PAN _____, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other PURCHASER(s) in case of more than one PURCHASER]

The expression VENDOR and PURCHASER shall unless repugnant to or expressly excluded by the subject or context below mean and include their respective heirs, executors, administrators, successors-in-interest, legal representatives and assigns

Whereas, earlier One Ram Krishna Prasad Sahu purchased and acquired a portion of land having an area 40 Katha being portion of R.S. Plot No. 127, under Khata no. 28, situated at Village Kathargonda@ Darngonda, Thana Gonda, Thana no.201, District Ranchi by virtue of a registered deed of sale being Deed No. 4678, entered in book no.1, volume no. 44, at pages 366 to 369, for the year 1970 of the office of DSR, Ranchi from Abdul Manan and came in possession over the same;

And whereas, the aforesaid Ram Krishna Prasad Sahu sold and transferred the land having an area 10 Katha being portion of R.S. Plot No. 127, under Khata no. 28, situated at Village Kathargonda@ Darngonda, Thana Gonda, Thana no.201, District Ranchi to Vimal Dixit by virtue of a registered deed of sale being Deed No. 14890/70 dated 14/12/1970, entered in book no.1, volume no. 22, at pages 115 to 119, for the year 1971 of the office of DSR, Ranchi and put her in possession over the same;

Whereas, the aforesaid Vimal Dixit also sold and transferred the said land having an area 10 Katha equivalent to 16.53 Decimal including boundary walls standing on and over portion of R.S. Plot no. 127, marked as sub plot no. 127/B, under Khata no. 28, situated at Village Kathargonda@ Darngonda, Thana Gonda, Thana no.201, District Ranchi to Himika Gautam alias Himika Gautam Dhanuka (the FIRST PARTY hereto) by virtue of a

registered deed of sale being Deed No. 2654 dated 11.05.2015, entered in book no.1, volume no. 143, at pages 501 to 528, for the year 2015 of the office of DSR, Ranchi and put her in possession over the same;

AND WHEREAS, after purchase the same, the aforesaid First Party got her name mutated before the office of Circle Officer, Hehal Anchal, Ranchi vide mutation case no. 356R27/2021-21 and is paying rent in her own name.

AND WHERE AS Smt Hemika Dhanuka Wife of Sri Aditya Dhanuka entered into a registered **Development Agreement being Deed No. 2023/RAN/5137/BK1/4707 dated 19.06.2023**, registered before the District Sub Registrar Ranchi and which is entered in Book I Volume 632 Pages 203 to 284, in the year 2023 with **MINU ENHANCE DEVELOPERS** through its authorized Signatory Shri Yash Sureka son of Shri Sushil Sureka for the development of land under R.S. Plot no. 127, marked as sub plot no. 127/B, under Khata no. 28, situated at Village Kathargonda @ Darngonda, Thana Gonda, Thana no.201, District Ranchi measuring an area 16.53 Decimals, Holding No. 0010003180000Z0.

AND WHERE AS the landowner namely Smt Hemika Dhanuka Wife of Sri Aditya Dhanuka got the Building Plan sanctioned vide **B.C Case No. RMC/BP/1034/W01/2021** from Ranchi Municipal Corporation Ranchi and the **PROMOTERS** started constructing multi-storied residential cum commercial Building namely "**Sarovar Niket**".

The said land is earmarked for the purpose of Residential cum commercial development, comprising **1 Residential block** and the said project shall be known as "**SAROVAR NIKET**".

AND WHEREAS prior to entering into the agreement aforesaid, the **PURCHASER** has inspected documents of title of 'the Said Property' and/has also seen approved the said plan and have having satisfied himself about the same have agreed to acquire on ownership basis the above premises in Schedule-B.

AND WHEREAS the **VENDOR** hereby declare that 'The Said Property' in the Schedule-A and the premises in the Schedule-B below are free from all encumbrances and liabilities.

AND WHEREAS the **VENDOR** has agreed to sell the aforesaid Flat unto the **PURCHASER** for total sale consideration of Rs. _____/- (Rupees _____) Only and the **PURCHASER** has agreed for the same.

AND WHEREAS, the **VENDOR** has put the purchaser in possession over the schedule property confirming all rights on the purchaser to use and enjoy the schedule property forever as lawful purchaser.

AND WHEREAS, the **VENDOR** hereby declares that the said land property is free from all encumbrance and liabilities and no other person/persons except the **VENDOR** has the right, title, interest and claim in the said property.

DEFINITIONS:

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- i. **ARCHITECT** means the person for the time being appointed by the PROMOTERS to act as architect both in relation to the said Housing Complex and for the purposes of this agreement.
- ii. **ASSOCIATION** shall mean the Organisation of the Owners of the Flats formed for the common purposes for management and maintenance of the said Housing Complex.
- iii. **CARPET AREA** Shall mean definition of carpet area as defined by THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (JHRERA), section 2(k) which reads as follows:

"Carpet area" means the net usable floor area of an apartment, 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.

Explanation. — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the PURCHASER; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the PURCHASER;
- iv. **COMMON AREAS** shall mean and include those areas of the said Housing Complex that are not allotted to a particular **PURCHASER** but are available for common use and enjoyment by all the **PURCHASERS**, Occupiers and Visitors.
- v. **COMMON FACILITIES** shall mean and include those facilities provided by the **PROMOTERS** and are available for common use and enjoyment by all the **PURCHASERS**, Occupiers and Visitors.
- vi. **COMMON EXPENSES** shall include all expenses to be incurred by or on behalf of the flat holders for the maintenance and upkeep of the said Housing Complex.
- vii. **COMMON PURPOSES** shall mean and include the purposes of managing and maintaining the said Housing Complex in particular dealing with the matters of common interest of the flat holders and relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective flats exclusively and the common areas in common.
- viii. **PROMOTERS** shall mean the said **MINU ENHANCE DEVELOPERS**. and its successors, successors-in-office and/or successors-in-interest.
- ix. **Land Owners** shall mean the Landowners of the land on which the said Housing complex is being constructed namely (1) Ajay Kumar Jain and (2) Pawan Agarwal. and its successors, successors-in-office and/or successors-in-interest.
- x. **HOUSING COMPLEX** shall mean constructed areas comprising of 1 multi storied buildings known as **Sarovar Niket**, constructed upon land under R.S. Plot no. 127, marked as sub plot no. 127/B, under Khata no. 28, situated at Village Kathargonda @ Darngonda, Thana Gonda, Thana no.201, District Ranchi measuring an area 16.53 Decimals, Holding No. 0010003180000Z0 described in the Schedule A stated hereunder together with the

common areas facilities and amenities to be provided by the **PROMOTERS** therein and the entire Housing Complex has been named and known as "**Sarovar Niket**".

- xi. **SAID FLAT** shall mean All That the Flat more fully described in the Schedule B hereunder written.
- xii. **FLAT HOLDER** shall mean the persons who have for the time being agreed to acquire or have acquired any flat or flats in the said Housing Complex but shall not include a tenant or licensee of such Flat Holder.
- xiii. **FLAT OWNERS' ASSOCIATION** shall mean the Association responsible for carrying out the management, administration and maintenance of the said Housing Complex and the **PURCHASER** shall pay the proportionate costs charges and expenses as maintenance charges in respect thereof;
- xiv. **PLAN** shall mean the plans, drawings, specifications sanctioned by the appropriate authorities of the Ranchi Municipal Corporation for construction of the said Housing Complex and shall include all modifications and alterations thereof.
- xv. **ENTIRETY OF THE SAID PREMISES** shall mean All That the piece and parcel of land under R.S. Plot no. 127, marked as sub plot no. 127/B, under Khata no. 28, situated at Village Kathargonda @ Darngonda, Thana Gonda, Thana no.201, District Ranchi measuring an area 16.53 Decimals, Holding No. 0010003180000Z0 more fully described in Part-II of the Schedule A hereunder written.

PROPORTIONATE OR PROPORTIONATELY Wherever in this Agreement it is stipulated that the **PURCHASER** has to make any payment, in common with other **PURCHASER(s)** in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

xvi. **PURCHASER** shall mean

- (i) in case of individual his/her heirs, executors, administrators and legal representatives;
- (ii) in case of partnership firm, the partners for the time being of the said firm and each of their respective heirs, executors, administrators and legal representatives;
- (iii) in case of a company its successors and/or successors-in-interest;
- (iv) in case of Hindu Undivided Family its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family and each of their respective, heirs, executors, administrators and legal representatives.

xvii. **BUILTUP AREA** shall mean the entire covered area of the units, including the plinth area of the Units, including the plinth area of the bathrooms, balconies areas under walls, if any appurtenant thereto and also the thickness of the walls (external or internal and pillars). However, if any wall is common between two units, then the thickness of that wall will be divided between both the units.

- xviii. **SUPER BUILTUP AREA** shall mean the built-up area plus share in common area, passages, amenities, lift lobbies, facility rooms etc.
- xix. **UNDIVIDED SHARE** shall mean the proportionate impartible undivided share in the land underneath the said Housing Complex known as **Sarovar Niket** more fully described in the Schedule A stated hereunder attributable to the said Flat.

INTERPRETATIONS

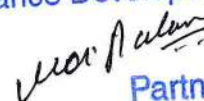
In this Indenture save and except as otherwise expressly provided –

- (i) All words importing singular shall include plural and vice versa and words imparting the masculine shall include the feminine and neuter and vice versa.
- (ii) Any reference to any period commencing from a specified day or date and till or until a specified day or date shall include both such days or dates.
- (iii) All monetary amounts are expressed in Indian Rupees. All payments of sums, charges, fees, costs expenses and other amounts contemplated in this agreement shall be paid in Indian Rupees.
- (iv) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this Indenture as a whole and not to any particular section hereof.
- (v) Any reference to any act of Parliament or State legislature in India refers to that act as it applies at the date of this Indenture whether general or specific shall be deemed to include any amendment, replacement or reenactment thereof for the time being in force and to include any bye-laws, statutory instruments, rules, regulations, orders, notices consent, permission made thereunder.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS: -

1. In consideration of the sum of Rs. _____/- (Rupees _____) only paid by the PURCHASER to the VENDOR, receipt of which amount the VENDOR do hereby acknowledge, the said VENDOR in accordance with the undertakings and covenants contained in the Agreement do hereby convey, transfer and assign| UNTO the PURCHASER free from all encumbrances, charges and liens, Flat No. _____, on the _____ Floor of SAROVAR NIKET having Super Built-up area _____ Sq. Ft. along with undivided proportionate share of land and One Car Parking Space standing upon land under R.S. Plot no. 127, marked as sub plot no. 127/B, under Khata no. 28, situated at Village Kathargonda @ Darngonda, Thana Gonda, Thana no.201, District Ranchi measuring an area 16.53 Decimals, Holding No. 0010003180000Z0 more fully described in Schedule-B together with the common parts, common amenities and common convenience relating thereto in the land of Schedule-A and also proportionate share of common spaces of the said building TO HAVE AND TO HOLD the property hereby conveyed to the PURCHASER absolutely and forever.

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2. That the PURCHASER, immediately after execution and registration of this deed, shall be entitled to get the premises in Schedule B below in his/her name in all public land records and pay the taxes and other payables to the authorities concerned in her name and obtain appropriate receipts for the same.
3. The PURCHASER shall be liable to pay and contribute in proportion to the covered area of the flat and floor area of the car parking space hereby conveyed towards payment of rent, taxes, service charges, and other outgoings payable in respect of the premises.
4. The PURCHASER shall also be liable to pay and contribute towards the ground rent (Malgajari) payable to the State of Jharkhand for the land in Schedule A in proportion to his/her undivided proportionate share in the said land.
5. The PURCHASER shall have the full proprietary rights and will be at liberty to sell, transfer, mortgage, lease, gift or otherwise deal with the said flat/dwelling unit and the car parking space PROVIDED the PURCHASER shall not be entitled to demolish or commit waste in respect of the land, flat, car parking space or do or allow anything to be done in the said flat and the car parking space to affect prejudicially the other occupiers of the said building or to affect the basic structures of the main buildings. Outer elevation of the building shall not be changed at under any circumstance and Air Conditioner(s) outdoor unit shall be fixed at the space provided by the Developer/ Confirming Party.
6. "The Said Land' whereon the said buildings have been constructed, the common passages, spaces, lobbies, corridors and all kinds of amenities shall remain joint and attached for the benefit of the all occupiers of the said building for all times.
7. This indenture and conveyance herein made are subject to the terms and conditions, covenants and restrictions contained in the Agreement for Sale of the premises in Schedule-B and subject to the law applicable to the said building and/or the said unit.
8. The parties hereto agree that at any time as and when required, for the safety and security of "SIGNATURE HOMES", the multi-storied buildings being constructed upon 'the Said Land' shall be enclosed with pucca boundary wall.
9. That in case of natural calamity or distraction of the building in future, the building may be reconstructed jointly by all the co- Owners/PURCHASER as per their share in the schedule-B property.

The PURCHASER, with intention to bring all persons into whomever hands the said premises may come, does hereby covenant with the VENDOR as follows:-

- a. The PURCHASER has inspected and examined the title of the land mentioned in the Schedule A stated here in below and the PURCHASER accepts the position and further agrees and covenants not to raise any objections thereto or make any requisitions in connection therewith.

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- b. The PURCHASER has prior to the execution of this agreement already inspected and satisfied himself/herself/themselves/itself about the physical nature and measurement of the land comprised in the said housing complex, title deeds, Building Plan and all other relevant documents and has also made all necessary and relevant enquiries and has accepted the specifications of the materials to be used and measurements, dimension and designs and drawings and boundaries of the proposed housing complex.
- c. The PURCHASER accepts the title of the Landowners and the VENDORS shall be entitled to modify or alter the said plan and/or submit the revised plan, to which the PURCHASER hereby covenants.
- d. The VENDORS are not liable or bound in any manner by any verbal or written statements, representations of any real estate broker, employee, agent or any other person professing to represent the VENDORS.
- e. The Land Owners are absolute owners of the said housing complex and have an unencumbered marketable title to the said housing complex.
- f. There are no encroachments, easements or rights of way on, over, under or across the said housing complex or any part of it.
- g. The Land owners and/or PROMOTERS have no knowledge of any violations of any rule, regulation code, resolution, ordinance statute or law involving the use or condition of the said housing complex.
- h. To co-operate with the Maintenance Company, Association and/or **PROMOTERS**, in the management and maintenance of the said common areas of the Housing Complex;
- i. To observe the rules or regulations as may be framed from time to time by the Maintenance Company, Association and/or **PROMOTERS**, in respect of the said Housing Complex;
- j. To allow the authorized representatives of the Maintenance Company, Association and/or **PROMOTERS**, with or without workmen to enter into the said Flat for the purpose of maintaining repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in the connection with enjoyment of any other Flat in the Housing Complex.
- k. To pay electricity charges on due dates regularly and punctually without default failing which the **PURCHASER** shall not be entitled to avail electricity connection and the same shall be disconnected by the Association, Flat Owners Association or maintenance company as the case may be of the said buildings at the said housing complex.
- l. To pay the proportionate share for maintenance charges towards common services provided in the said building in the said housing complex for the use/benefit of the **PURCHASER** and/or **Co-PURCHASERS** of the other flat/flats.

- m. To pay interest at the rate of 24% per annum on all amounts becoming due and payable by the **PURCHASER** to the **PROMOTERS** and/or Association, Flat Owners Association or maintenance company as the case may be for the period the **PURCHASER** delays and/or defaults in the payments thereof and provided however it is made clear that so long as dues are not paid the Flat Owners Association shall have charge over the said flat.
- n. Not to do anything in connection with the use and enjoyment of the said flat whereby the Owners and/or occupiers for the time being of other areas in the said building are prejudicially affected.
- o. Not to throw or deposit any garbage/waste materials dismantled building materials or any similar materials in any common parts of the said building complex save and except an area specified for this purpose.
- p. Not to put anything in the sinks or lavatories which can lead to stoppage in the pipes or drains serving the said building.
- q. The **PURCHASER** shall not keep nor store in the said flat any inflammable or combustible articles or any other similar articles giving a foul smell.
- r. Not to do anything which will cause any nuisance or disturbance to the **CO-PURCHASERS** and/or occupants of other portions of the building and/or the flat.
- s. Not to use of the said flat for any purpose other than for the peaceful residential purpose and in particular not to use the same for any immoral activities, any commercial purpose such as any hotel, nursing home, boarding house, guest house, manufacturing or processing work etc. and not to use the same as a godown for storage purposes.
- t. Not to decorate or paint or otherwise alter the exterior of the said flat or common parts of the building in any manner save in accordance with the general scheme thereof as may be specified.
- u. Not to do anything whereby the other **CO-PURCHASERS** are obstructed in or prevented from peaceful enjoyment of their respective flats and jointly of the common parts.
- v. Not to claim any right, title and interest in the roof of the building and in any part of the building other than the flat purchased.
- w. Not to display or affix any neon sign or signboard on any outer wall of the building or the flats or the common parts and not to affix any letter boxes in any place except the space provided by the **PROMOTERS**.
- x. Not to claim any partition or sub-division of the land and/or common parts and not to partition the flat by metes and bounds.

- y. Not to claim any additional right other than undivided proportionate impartible share in the land underneath the said housing Complex at the said housing complex as stated herein below.
- z. Not to put up brick wall or any other pucca construction or any addition/alteration of a permanent nature within the flat or anywhere in the building.
- aa. Not to keep any goods in the common corridor or common area which shall always be kept free and no agent or servants, employees of the **PURCHASER** shall be entitled to stay and/or sleep in the common area.
- bb. The **PURCHASER** shall not do or cause or permit to be done any act deed or thing which may increase the insurance premium or render void or voidable any insurance of any flat or any part of the said building.
- cc. The said flat cannot be used by the ALLOTEES for purpose of accommodation of staff/labours/workers/servant's etc. and to keep the said flat in a good state of repairs and conditions.
- dd. The **PURCHASER** shall observe and comply with all the rules and regulations framed by the **PROMOTERS** or flat owners Association for the time being of the said building.
- ee. If any dues of the **PROMOTERS** and/or flat owners association remain due and payable by the **PURCHASER**, the **PROMOTERS** and/or flat owners association shall be entitled to withdraw and/or stop the **PURCHASER** from utilizing the common services.
- ff. To keep the said flat and all walls partition walls sewers drains pipes cables wires belonging thereto in good and tenatable repair and condition at its own costs.
- gg. The **PURCHASER** shall not obstruct the **PROMOTERS** and/or flat owners Association from carrying out any obligations and/or duties for the maintenance of the said building or any common parts or utilities.
- hh. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas and facilities.
- ii. Not to install any generator in the flat and/or common areas of the said housing complex.
- jj. The demarcated open green space or lawn shall be used as a lawn or garden for aesthetic purpose only and the same shall not be used for social functions such as marriage parties etc.
- kk. Not to allow the children to use the lawn as playground of the said housing complex and there shall be no playing, lounging parking of baby carriages or players, bicycles, benches or chairs on any part of the common areas except at the designated area for the purpose.

- ll. To permit surveyors or agents of the **PROMOTERS** and/or flat owners Association with or without workmen at all reasonable time to enter upon the said flat and every part thereof to view the state and conditions thereof.
- mm. Within 15 days after the date of every such notice as aforesaid to repair and make good all such defects decay and want of reparation to the said flat at the costs of the **PURCHASER**.
- nn. Nothing shall be done in any flat or in on or to the common areas and facilities which will impair the structural integrity of the single-family building or which would structurally change the same.
- oo. Not to use parking space except for the periodic parking of non-commercial road worthy vehicle and shall be used for the parking self-use road worthy family car only.
- pp. Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Flat;
- qq. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof;
- rr. Not to fix or install air-conditioner/s in the said Flat save and except at the place/s which have been specified in the said Flat for the same;
- ss. Not to carry out any internal works in the flat beyond office hours and not to do or cause anything to be done in or around, the said Flat which may cause or tend to cause or tantamount to cause or affect any damage to the said Flat or to the flooring or ceiling of the said Flat or any other portion over or below the said Flat or any part thereof or the fittings and fixtures affixed thereto;
- tt. Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the said Flat;
- uu. Not to fix grills in the verandah and/or windows which are not as per the designs suggested or approved by the Architect;
- vv. Not to make in the said Flat any structural additions and/or alterations such as beams columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the **PROMOTERS** and/or any concerned authority;
- ww. Not to fix or install any antenna on the roof of the said building or any window antenna;
- xx. Not to use the car parking space, if any allotted to the **PURCHASER**, or permit the same to be used for any other purpose whatsoever other than for the parking of the

- PURCHASER's** own car and not to raise or put up any kucha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay/dwell there or store any articles therein;
- yy.** Not to park or allow its car to be parked in the pathway or in the open spaces of the building or at any other place at the said Housing Complex except at the space, if any, allotted to him/her/them/it;
- zz.** To use only those common areas, for ingress and egress to the said Flat, in common with the other occupiers of the Housing Complex and the **PURCHASER** shall have no right on any other portion and/or space in the building and/or the said Housing Complex.
- aaa.** To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the said Flat in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building and/or Housing Complex indemnified from and against the consequences of any damage arising there from;
- bbb.** To regularly and punctually pay and discharge to the Maintenance Agency or the Flat Owners Association or the **PROMOTERS** or the concerned statutory Semi-Government body as the case may be all rates taxes maintenance charges common expenses impositions and all other outgoing in respect of the said Flat and also proportionately for the common areas and/or portions in advance within the 7th day of every month according to the English Calendar and such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat has been taken or not by the **PURCHASER** ;
- ccc.** The proportionate rate payable by the **PURCHASER** for the common expenses shall be decided by the **PROMOTERS** and/or Association, Maintenance Agency from time to time and the **PURCHASER** shall be liable to pay the same and the statement of account of the apportionment of charges as prepared by the **PROMOTERS** and/or Association, Maintenance Agency shall be conclusive final and binding and the **PURCHASER** shall not be entitled to dispute or question the same;
- ddd.** So long as each Flat in the building being **GARDEN** Block is not separately assessed and mutated, the **PURCHASER** shall from the date of possession and/or occupancy certificate, whichever be earlier, be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said Housing Complex and such proportion to be determined by the **PROMOTERS** on the basis of the area of the said Flat;
- eee.** After taking delivery of the said Flat, the **PURCHASER** shall take steps to have the said Flat separately assessed and mutated. The **PURCHASER** shall be liable and responsible for all the costs and consequences of non-observance of this clause;
- fff.** In case the **PURCHASER** defaults or delays in making payment of all the aforesaid expenses, then the **PROMOTERS** and/or Flat Owners Association, the Maintenance Agency shall also be entitled to withhold all utilities and facilities to the

PURCHASER and/or the Said Flat, including electricity, water supply and/or other services, amenities and facilities during the time that the **PURCHASER** is in default. In addition, the said Flat shall be deemed to be charged in favour of the **PROMOTERS** or Flat Owners Association as the case may be for all such amounts falling due together with interest;

ggg. In case the **PROMOTERS** and/or Flat Owners Association condones the default of the **PURCHASER**, then and in such event, the **PURCHASER** shall along with such dues and/or arrears, pay compensation for the loss and/or damages suffered by the **PROMOTERS**, Flat Owners Association and also interest at the rate of 2% percent per month for the period of default on all amounts remaining unpaid together with reconnection charges;

hhh. The **PURCHASER** agrees and undertake that the signage installed by the developer in the said building complex promoting/depicting the name/brand/logo of the developer exclusive is for the lifetime of the building and shall not be altered/damaged/removed, if such damages is found, the same shall be repaired by the Association of **PURCHASER's** or else cost for the same shall be recovered from the Association of the allottees.

The **VENDOR** and the **PURCHASER** covenant with each other as follows:

1. Save and except in respect of the undivided proportionate share or interest in "the Said Land" and save and except the rights in the said flat/units, the easements, quasi easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered by the **VENDOR** in her favour, the **PURCHASER** shall have no claim or right of any nature in the other flats, floor spaces, spaces and areas of the said property and/or said building adjoining above or beneath of his/her/ their flat.
2. That Private terms and conditions as agreed between the Parties to be incorporated later on.
3. In all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the **PURCHASER** and other **Co-PURCHASER**, the **PURCHASER** agrees and covenants to pay in advance the proportionate share of the recurring expenses and charges as and when the same becomes due.

The **PURCHASER** further agree that the **DEVELOPER/ CONFIRMING PARTY** shall, with the prior approval of the **VENDOR** and as per the revised plan sanctioned by Ranchi Municipal Corporation, Ranchi, also be free and entitled to make additions (vertical or horizontal) in existing buildings, namely 'SIGNATURE HOMES' to which the **PURCHASER** shall have no objection whatsoever.

SCHEDULE 'A'

Description of the land

Minu Enhance Developers

ALL THAT PIECE AND PARCEL of land having total area 10 Katha equivalent to 16.53 Decimal including boundary walls standing on and over portion of R.S. Plot no. 127, marked as sub plot no. 127/B, under Khata no. 28, situated at Village Kathargonda @ Darngonda, Thana Gonda, Thana no.201, District Ranchi corresponding to Municipal Holding No. 293/F within old ward no.1B, new ward no.01 of Ranchi Municipal Corporation, Ranchi, bounded and butted as follows:

NORTH : Land belongs to Panna Lal.
SOUTH : S. Road.
EAST : Village Road.
WEST : Land belongs to Ram Krishna Prasad Sahu.

SCHEDULE 'B'

Description of Apartment

ALL THAT PIECE AND PARCEL of Apartment bearing Flat No. _____ an area of _____Sq. Ft Carpet area (as per RERA), along with **Exclusive Balconies area** ____Sq. Ft, **Exclusive Terrace area** of _____Sq. Ft, area beneath the outer walls of the said apartment _____sq. ft, **Undividable Proportionate share in Common area** of _____Sq. Ft. along with _____Nos four-wheeler Parking for a mid-size private car in basement, undividable proportion of land _____Sq. Ft. or _____Decimal as per the schedule C of this deed in the building complex Named "**Sarovar Niket**". built over the land bearing R.S. Plot no. 127, marked as sub plot no. 127/B, under Khata no. 28, situated at Village Kathargonda @ Darngonda, Thana Gonda, Thana no.201, District Ranchi measuring an area 16.53 Decimals, Holding No. 0010003180000Z0. more fully described in schedule A of this deed, apartment Butted and bounded is as follows:

NORTH : Land belongs to Panna Lal.
SOUTH : S. Road.
EAST : Village Road.
WEST : Land belongs to Ram Krishna Prasad Sahu.

Memo of Consideration

Sl. No.	Cheque No./Cash/NEFT/RTGS	Date	Bank	Amount (in Rs.)

1.					
2.					
3.					
4.					
5.					
				Total	-----/-

Details of Construction:-

1.	Whether the building is Kucha or Pucca	Pucca
2.	If it is pucca then whether its Khaparposh or conventional or RCC Roof.	Having RCC Roof
3.	Number of floors	G+4 Floors
4.	Area of the Flat	_____ Sq. Ft.
5.	The year of construction	_____
6.	Statement regarding quality of electrical and Other fittings of the building.	Standard Fittings.
7.	The Area where the building is constructed and its use residential, Commercial industrial.	172 Decimals more or less Residential Use
8.	Whether the building in question was let out on rent.	No
9.	Value of Construction _____ sq. ft.	Rs. _____/-
10.	Value of land ____ Decimals more or less	Rs. _____/-
11.	Total Value	Rs. _____/-

(Total Rupees _____) Only

CERTIFICATE

It is CERTIFIED that the land in schedule according to entries in records of right neither Govt. land nor has been acquired by the Govt. for Defence or Civil Purposes. The land in schedule has not

been given on Bhudan and is outside the forest area and does not belong to B.C.C.L. H.E.C., C.C.L. and E.C.L. It is FURTHER CERTIFIED that the land is not tribal land according to Khatian nor connected with any tribal. It is beyond ceiling limit and it does not belong to math, church, or mosque. It is also certified that the above mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc. It is also certified that neither the VENDOR belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act nor the land mentioned above is subject matter of section 46 or other Sub clauses of section 46 of Chota Nagpur Tenancy Act.

IN WITNESS WHEREOF, the VENDOR and PURCHASER have signed this Deed of Sale at Ranchi on the day, month and year mentioned above in the presence of the following witnesses:-

WITNESSES

1. VENDOR

2.

PURCHASER'S SIGNATURE WITH PHOTO

Thumb	Index	Middle	Ring	Little

Certified that the finger prints of the left hand of each person where photograph is affixed in the document have been obtained by me or before me.

Drafted by :

Minu Enhance Developers
Minu Enhance
 Partner