

**DEED OF SALE**

THIS DEED OF ABSOLUTE SALE made this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (Two thousand Twenty Two), BY & BETWEEN : MR. KISHORE CHANDRA PRASAD **Category HINDU** , by Category OBC, by occupation Bussiness, resident of KUSUM VIHAR ENCLAVE, FLAT NO. A-3, P.S. SARAIHELTA District Dhanbad, Jharkhand, hereinafter called and referred to as the LAND OWNER/ VENDOR : (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successor, administrators, legal representatives and assigns) of the ONE PART : The vendor herein represented by his constituted proprietorship of Developer 1. MR. KISHORE CHANDRA PRASAD , by faith HINDU , by Category OBC, by occupation Business, resident of KUSUM VIHAR ENCLAVE, FLAT NO.G-A, P.S. SARAIHELTA District Dhanbad, Jharkhand 826001, vide registered Development Agreement no. 3126, 7236 Dhanbad sub registry office.

**M/S ADITYA BUILDERS**

*Kishor chandra prasad*

**Proprietor**

**AND**

**M/S ADITYA BUILDER** a proprietorship firm, having Mineral Area Development Authority No.DEV/2069/0014/2022, whose office is located Flat no. G-A, Kusum Vihar Enclave, Kusum Vihar, Saraidhela, Dhanbad P/O Saraidhela District Dhanbad, Jharkhand, Represented herein through its Partners 1. MR. KISHORE CHANDRA PRASAD S/O LATE KEDAR PRASAD AADHAR NO 617313654749, by faith HINDU, by Category OBC, by occupation Business, resident of KUSUM VIHAR ENCLAVE, FLAT NO. A-3, P.S. SARAIHELIA District Dhanbad, Jharkhand 826001, hereinafter called and referd to as the DEVELOPER (which expression shall unless excluded by or repugnant to the context be deemed to include its executors, administrators, legal representatives and assigns) of the SECOND PART, Companies PAN : AHJPP3155B

**AND IN FAVOUR OF**

\_\_\_\_\_, S/o \_\_\_\_\_, by faith \_\_\_\_\_, by Category \_\_\_\_\_, by occupation \_\_\_\_\_, resident of \_\_\_\_\_, hereinafter called and referred to as the PURCHASER : (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successor, administrators, legal representatives and assigns) of the OTHER PART : Adhar No.xxxx xxxx \_\_\_\_\_ and PAN NO. \_\_\_\_\_

WHEREAS the Vendor MR. KISHORE CHANDRA PRASAD ,Dhanbad, is absolute owner of the land within Mouza DAMKARA BARWA NO. 94 appertaining to Khata No Old 66 New 03, Plot No Old 1494,1495 New 1371 measuring an area or say 31 decimel of land by virtue of a Registered deed of sale, bearing No.2751 and Date 29/07/13 from the rightful owner and purchased his entire right, title, interest and possession to in and over the said land for valuable consideration therein mentioned.

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AND WHEREAS ever since the date of purchase the said MR. KISHORE CHANDRA PRASAD S/O LATE KEDAR PRASAD, had been in peaceful possession over the said land by exercising diverse act of possession and also got her name and is paying rent to the State of Jharkhand under Thoka No. and recorded in register II, vide Volume No1, Page No.3 in the name of MR. KISHORE CHANDRA PRASAD S/O LATE KEDAR PRASAD of Govindpur Circle office.

AND WHEREAS the land owner appointed a Developer firm "M/S ADITYA BUILDER" developer to develop the property at the terms & Conditions of Registered Development Agreement, by constructing a multistoried building as per plan sanctioned by the appropriate authority, Further the land owner entered into a registered Development agreement vide N/A hence appointed constituted partners to execute their M/S ADITYA BUILDER shares of Flats and Parking space and proportionate share of land of the Multistoried Apartment.

AND WHEREAS developer hereto "M/S ADITYA BUILDER" has constructed a multistoried residential premises on the Schedule „A" land in terms of the sanctioned plans of the Mineral Area Development Authority vide its File No. MADA/BP/0014/2022 dated 14.06.2023 and the said multistoried premises has come to know as "N.H. HEAVEN GALLERY" and vendor in lieu of the land provided for development the land area of the constructed premises is 31 decimals in Schedule „A" property.

AND WHEREAS therefore the Developer is the absolute owner of the Flat No.\_\_\_\_\_ on the\_\_\_\_\_ floor measuring an area\_\_ Sqft. of super Built up area in the aforesaid „BARSANA TOWER " morefully described in the Schedule „B" heretoon the ownership basis.

AND WHEREAS the purchaser above named approached the Developer and expressed his desire to purchase a Flat in the\_\_\_\_\_ floor, being Flat No.\_\_\_\_\_

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and measuring an area 3359.76 Sq.m. of super built up area in the aforesaid „ N.H. HEAVEN GALLERY morefully described in the schedule „B" hereto on the ownership basis.

AND WHEREAS in course and as a result of negotiation between the parties hereto, the Developer hereto agreed to sell and the purchaser hereto agreed to purchase the said flat No.\_\_\_\_, at \_\_\_\_\_ floor along with one car parking space in the basement morefully which is Developer share of Flat described in the schedule "B" hereto after proper inspection of the said unit and after being fully satisfied with the quality of the construction thereof and the title of the vendor hereto for the reasonable and highest offered consideration of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_) only on the terms and conditions mutually agreed between them and entered into an sale of agreement dated \_\_\_\_\_.

**NOW.THEREFORE THIS DEED OF SALE WITNESSETH AS FOLLOWS :**

1. That in consideration of the total sum of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_) only paid by the purchaser to the Developer (the receipt of which sum is hereby admitted and acknowledged by the Developer) as per the construction sale agreement dated \_\_\_\_\_ hereto as per detail appearing in schedule "C" hereto and in consideration of the terms and conditions herein contained, the vendor absolutely and indefeasible grant, sell, convey, transfer as assign their entire right, title, interest and possession to in and over in Flat No.\_\_\_\_ at \_\_\_\_\_ floor of "N.H. HEAVEN GALLERY" along with one car parking space in the basement, a residential complex morefully described in the schedule „B" Apartment being constructed on the Schedule „A" property hereto together with utility right in common area details described in Schedule „D" also all claims demands, easements and other incidental rights belonging or appertaining thereto morefully described in the schedule "E" hereto the Purchaser TO HAVE AND TO HOLD the same for all times to come free from all encumbrances subject to the terms and conditions hereinafter appearing.
2. That the VENDOR duly confirmed by the DEVELOPER shall deliver possession of Schedule „B" property Apartment to the PURCHASER by placing PURCHASER in joint possession of the Schedule „A" property.

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3. That the DEVELOPER and VENDOR both hereby covenant with the purchaser that the Developer and vendor are the owner of the schedule "A" land and the 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 the property and has fully satisfied himself/herself/themselves about the title of the vendor and quality of construction /size and being fully satisfied with the same has therefore purchased the same.
4. That the DEVELOPER hereby further covenant with the PURCHASER that the DEVELOPER shall pay the annual ground rent now or in future becoming payable up-to-date and shall keep the purchaser fully indemnified harmless and free from and all against any attachment or legal proceeding in respect thereof and that the PURCHASER shall be liable to pay proportionate ground rent, Municipal Tax etc. in respect of the Schedule "B" property hereby sold which become payable as from the day onwards.

And Purchaser shall be liable to pay proportionate share of charges/costing for installing lift, Generator and Transformer in respect of the Schedule „B" property hereby sold which become payable before handing over or to say getting possession of Flat, and

The process of handover of flat will be initiated after the full payment (i.e. cost of flat, cost of parking, proportionate cost of GST, common expenses, installation of generator, lift & transformer) will received from the purchaser.

5. Purchaser have full right to sell, let out, transfer the scheduled property conveyed by this deed.

THE VENDOR AND THE DEVELOPER COVENANT WITH THE PURCHASER AS FOLLOWS :

6. That the PURCHASER herein shall be entitled to hold, possess and enjoy the Schedule „B" property, being entitled to the rights and subjected to the obligations specified herein below.

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7. That the VENDOR herein is the sole and absolute owner of the property hereby conveyed and they have the power to convey the undivided share hereby conveyed and that there is no impediment/s for this sale under any law/s, order/s, decree/s.
8. That the title of the VENDOR herein to the property hereby conveyed is good, marketable and subsisting and the Property hereby conveyed is not subject to any encumbrance/s, lien/s, mortgage/s, minor claim/s, attachment/s, court/s and/or acquisition proceeding/s and/or charge/s of any kind.
9. That the VENDOR herein and the DEVELOPER herein have delivered a set of photocopies of the documents of title to the PURCHASER herein, as what is conveyed is only an undivided share.
10. That the VENDOR herein and the DEVELOPER herein will do and execute all act/s, deed/s, and/or thing/s as may be required by the PURCHASER herein and at the cost of the purchaser herein, for more fully and perfectly assuring the title of the PURCHASER herein to the property hereby conveyed.
11. That the VENDOR and the DEVELOPER shall keep the PURCHASER fully indemnified and harmless against any action/s and/or proceeding/s, loss/es, or liability/ies, cost/s and/or claim/s that may arise against the PURCHASER herein or the property hereby conveyed, by reason of any defect in or want of title on the part of the VENDOR herein.
12. That while conveying any share in the Schedule „A“ property to others, the VENDOR and the DEVELOPER shall not confer on such Transferee/s, any right/s which is/are reserved for or conferred on the PURCHASER herein, nor shall omit or exclude in the case of such other transferee/s, any obligation/s which is/are required to be performed or shared by the PURCHASER herein, as below.
13. The VENDOR/DEVELOPER shall put the PURCHASER in possession of the Schedule „B“ Apartment only after full and final payment as per Schedule „C“ failing which this deed shall become null and void.

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14. The vendor/Developer covenants with the BUYER that the construction of the said Building (and the Flat No.\_\_\_\_) shall be completed by the time agreed between the Developer and Purchaser as per Sale Agreement Dated \_\_\_\_\_ and that the time for completion all be deemed to have been extended in the event of non-availability, of building materials, or delay in the receipt of installments of the consideration amount from the BUYER of the other flats and/or delay due to force Major clause, as provided herein, in the vendor/Builder is not able to give the possession of the said Flat No.\_\_\_\_ to the BUYER on the above account of any reasonable cause. The BUYER may not be entitled to any damage, whatsoever, but she shall be entitled to receive back the entire money paid by her to the vendor/Developer and all the terms and conditions of said sale agreement dated \_\_\_\_\_ shall be treated as part of this deed.
15. That the PURCHASER in the consideration of the use and enjoyment of the common part of the said complex of Schedule "A" land has undertaken :
- i) Not to throw any rubbish or store any article or combustible goods in common parts save to such extent and at such place or places if any as may be specifically permitted by the Vendor in writing.
  - ii) Not to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said portion or any other portion of the said complex, common parts.
  - iii) Not to cause any nuisance or annoyance to the co-purchasers and / or occupants, of other portions of the complex.
  - iv) Not to use or allow to be used the said unit for the purpose other than for quiet and decent residential purposes for which sold.
  - v) Not to decorate or paint or otherwise alter the exterior of the said portion or common parts of the complex in any manner save in accordance with the general Schedule thereof as is or may be specified by the Developer.

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- vi) Not to do anything whereby the other co-purchaser are obstructed in or prevented from enjoying quietly and exclusively of their respective units and jointly of the common parts.
- vii) Not to claim any right in any part of the complex save as may be necessary, for ingress and egress of men, material, utilities, pipes, cables, and lines to be installed in the said unit and in particular not to claim any right to any parking space or store room or terrace save expressly granted/allotted.
- viii) Not to obstruct in any manner the vendors or the developers or other person permitted by the vendor and/or developer in raising further stories or making other constructions or transferring any right in or on the land or building or other units of the said complex or parking space. Not to store or bring heavy articles or hang heavy articles "which may injure or damage any structures and/ flooring or stairs or portions of the said complex.
- ix) Not to display or affirm any neon-sign, or sign board, on any other wall of the building or the unit or the common parts save to affixation of the name plate containing the name of purchaser at the "place specified from time to time by the Developer.
- x) Not to claim any partition or sub division of the land of the said premises or the common parts of the said building and not to make any partition of the unit in smaller sizes by metes-and bounds or making separate independent portion of the said unit.
- xi) Not to claim any additional proportionate undivided right in the said land in the case the Owner and/ or the developer does not construct the entire construct able area.
- xii) Not to claim any right of user/ common use or otherwise over or 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 as owned exclusive and

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absolute property with right of making further constructions thereon according to the plan that may be sanctioned and the purchaser covenants not to raise any objections/ claim/hindrance in the said further construction being made at any time.

- xiii) Not to obstruct or raise any objection in case the proportionate undivided share in the lands is reduced by reasons of the owners and / or developer constructing in excess of the area now intended and / or agreed to be constructed on the said land and not to obstruct or raise any objection of any nature whatsoever to such construction or any portion thereof.
- xiv) To observe the rules framed by the vendors / Developers and / or such body which may be entrusted in this behalf by the Vendor regarding the manner of the use and enjoyment of the common parts and land.
- xv) To undertake maintenance of the unit in question on receipt of possession letter thereof from the Vendor. All liabilities in respect of the said unit from the date of the sale / possession would be that of the Purchaser in respect of its maintenance up keep, accident etc.
- xvi) Not to damage the wall of the premises in question in any way whatsoever, the Purchaser will only be entitled to-use wooden planks for the purpose of interior decoration, let it be made clear that no Civil work will be allowed to be done, and not to alter, change or in any way disturb the present setting of the premises.
- xvii) Not to open any other window or ventilation in the premises in question.

16. The **M/S ADITYA BUILDER** and its Partners applied for registration Jharkhand Real Estate regulatory Authority Ranchi, Vide Serial No. \_\_\_\_\_ dated \_\_\_\_\_

17. That the PURCHASER has undertaken to pay and share the expenses of the complex proportionately with co-purchasers with respect to item stated in Schedule "F".

18. That as per rate fixed by the Jharkhand Govt. the purchaser is paying stamp duty and registration fees for a sum of Rs. \_\_\_\_\_/- only.

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**SCHEDULE-"A"**

(Particulars of the Land)

All that piece and parcel of RAIYATI land, situated at GOVINDPUR Mouza no. 94, Police Station Govindpur, sub registry office Dhanbad, District Dhanbad, within Mouza Damkara Barwa, appertaintint to Khata no. Old 66 New 03, Plot No. Old 1494,1495 New 1371 Total area to say 31 decimals of land together with one Multistoried building standing thereon commonly known as "N.H. HEAVEN GALLERY" residential Apartment, situated in other Road, being Butted and bounded as under :

North :

South :

East :

West :

Municipal Ward No. N/A and Holding No. N/A

**SCHEDULE-"B"**

(Particulars of the property sold)

All that Flat No.\_\_\_\_\_, containing super built up area measuring 3359.76 Sqft. at \_\_\_\_\_ floor of the multistoried premises/complex commonly and popularly known as "N.H. HEAVEN GALLERY", along with undivided proportionate variable indivisible share in schedule "A" land being constructed as demarcated in Red on the plan annexed hereto, including one reserved car parking space in the basement floor of the apartment.

The Flat being Butted and bounded by :

North :

South :

East :

West :

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**SCHEDULE-"A"**

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All that piece and parcel of RAIYATI land, situated at GOVINDPUR Mouza no. 94, Police Station Govindpur, sub registry office Dhanbad, District Dhanbad, within Mouza Damkara Barwa, appertaint to Khata no. Old 66 New 03, Plot No. Old 1494,1495 New 1371 Total area to say 31 decimals of land together with one Multistoried building standing thereon commonly known as "N.H. HEAVEN GALLERY" residential Apartment, situated in other Road, being Butted and bounded as under :

North :

South :

East :

West :

Municipal Ward No. N/A and Holding No. N/A

**SCHEDULE-"B"**

(Particulars of the property sold)

All that Flat No.\_\_\_\_\_, containing super built up area measuring 3359.76 Sqft. at \_\_\_\_\_ floor of the multistoried premises/complex commonly and popularly known as "N.H. HEAVEN GALLERY", along with undivided proportionate variable indivisible share in schedule "A" land being constructed as demarcated in Red on the plan annexed hereto, including one reserved car parking space in the basement floor of the apartment.

The Flat being Butted and bounded by :

North :

South :

East :

West :

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14. Total cost as per govt. value Rs. \_\_\_\_\_/-only (and stamp duty paid on that amount).

15. Annual rent of proportionate undivided variable share of land : 55 paise.

16. The Map attached with the schedule shall be part of this sale deed.

That the above mentioned schedule „A“ land does not come under Govt. land and neither comes under adivashi land, Govt. Bhudan land and forest land and also does not come under Govt. acquired land and the vendor and purchaser hereto are satisfied with the contents of this deed, and the vendor hereto does not come under the reserve classes of C.N.T. Act.

**SCHEDULE - "D"**

**COMMON AREAS**

1. Stair Case on all the floors.
2. Stair Case landing and lift landing on all floor.
3. Lift well.
4. Lift Plan installation.
5. Lift Room.
6. Common passage and lobby, ramp on the ground floor, exception car parking area.
7. Tube well.
8. Water Pump, Water Tank, Water Pipes and other common plumbing installation.
9. Transformers, electrical Sub-station electrical wiring, meters, generators and fittings excluding those that are installed for any particular unit.

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10. Drainage and sewers.
11. Pump House.
12. Such other common parts areas equipment's installation fixtures, and space in or about said complex as are necessary for passage to the user and occupancy of the unit in common and such other area specified by the Vendor expressly to be the common parts but excluding the roof and / or terra and the open and covered car parking Space Area.

**SCHEDULE - "E"**

1. Rights of easements and quasi, easements of other co-purchaser/ occupiers and full right and liberty in common with all other persons entitled to like rights at all times by day in by right and for all purposes in connection with the use or enjoyment of the unit to go pass and pass over and along the common passage and common portion and through and along the main entrance of the building and stair cases landing of the respective unit space full rights and liberty to other co-purchaser/ occupiers to use the common portions of the said building for the purpose of redecorating and repairing their respective unit.
2. The right subjacent and lateral support or shelter and protection from the parts of the building and from the site and roof thereon.
3. The free and uninterrupted passage and running of water and Gas and electricity iron and to the units Cover drains, water, cables pipes and wire to the said complex either exiting to or be installed in future.
4. The right with servant Workman and others at all reasonable times at notice (except in the case of emergency) to enter or into and upon other parts of the building for purposes of repairing, cleaning and for renewing and such cover, drains, water,

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courses, cables, pipes and wire as aforesaid and laying down a new cover drain and water courses pipes.

5. The right with servants workman and other at all reasonable time no notice except in case of emergency to enter into and upon other portions of the building for the purpose of repairing, maintaining, renewing altering of the building the said unit or any part of the complex subjacent or lateral support shelter or protection of the unit.

#### SCHEDULE - "F"

##### (Proportionate share of expenses agreed to be shared by the purchasers)

1. The expenses of maintaining and repairing, redecorating renewing at the main structures and the particular the gutters, rain water pipes of the buildings, the gas and water pipes, drains electric cable wires and other means of communication in under upon the said building to be constructed and serving more then one flat, main entrance, passage, landing and stair cases of the building leading to the respective units in the said building.
2. The cost of cleaning and lighting passage, landing stair case and other parts of the said, building so enjoyed or used by the said purchaser in common with other unit holders and with occupiers as aforesaid and of keeping open portion etc. and to other parts of the aid building in good condition and repairs.
3. The cost of decorating the exterior of the building.
4. All rates, taxes and outgoing payable in respect of the said building and of the same and/or any portions including the roof notwithstanding that such roof shall be property of the owners with full right of the enjoyment use. Disposal thereof.
5. Cost of insurance, against THIRD PARTY risks in respect of the building if such insurance shall be at all taken out by owners, the higher charges and other expenses of renewed taxes if any incurred by the owner in respect of the said building or any

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portion thereof for shortage of refuse of the owners and occupiers of the said flat and repair and renewing the dustbin or reused bin if provided at the said building.

6. All other expenses, if any incurred by the owners for the maintenance and proper convenient and running of the said building.
7. Cost of installation and maintenance of the fire, safety, devices would be responsibility of the Flat / unit owners on pro-rate sharing basis.
8. Liabilities arising out of any accident in course of maintenance of the complex would be that of all Flat / unit Owner and not of builder.
9. Cost of all the amounts becoming payable by way of premium unearned increase to the Government JAMADA town planning, Municipal authority or any other authority of authorities or any charge payable as betterment or development charge, fees/fines payable as betterment or development charges or any other tax or payment will being demanded from owner/DEVELOPER.

That the developer shall take completion/No objection Certificate from JAMADA Dhanbad, before handing over the possession of the schedule „B“ flat to the purchaser, or to say after completion of the building.

IN WITNESS WHEREOF THE DEVELOPER HERETO HAVE SET AND SUBSCRIBED THEIR HANDS AND SEALS ON THIS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

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Kishan elanah P. /

Proprietor

PHOTOGRAPH OF THE PURCHASER :-

WITNESSES

1.

2.

Certified that the finger prints of the left hand of each person, whose photographs is affixed in the document, have been obtained before me, prepared in my office as per draft supplied by the parties :

Signature.

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Kishor e Landra Prasad )

Proprietor