

DEED OF SALE

THIS DEED OF CONVEYANCE AND ABSOLULUTE SALE is made on this the ____ day of ____
20....

BYANDBETWEEN

BAIDYANATH V CONSTRUCTION, a partnership firm, having its Registered Office at Prameshwar Dayal Road, Barmasiya Deoghar - Jharkhand -814112 (PAN – AALFB2261R), through its Partners namely **Mrs. PREETA TIWARI**, D/o **BHARAT PRASAD DUBEY** by caste-Hindu by occupation –business, Sub Division, Sub Registry office and District-Deoghar (Jharkhand) and **Mr. Suraj Narayan Ojha, S/o-Late Nagina Ojha**, by caste-Hindu, by occupation-business, resident of Buxi Bandh Road, Near Popular club, Dumka, P.O., P.S., Subdivision and District-Deoghar hereinafter called and referred to as the LAND OWNER/VENDOR/DEVELOPER which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, successors, administrators, legal representatives and assigns of the ONEPART. (Indian Citizen)

AND-INFAVOUR OF

Sri Bhim Prasad Barnwal, S/o Deep Narayan Prasad Barnwal, resident of House No.-185/1, Sarad Kutir, Near Railway Crossing, Purandaha, P.O., P.S. and District-Deoghar, P.O., P.S., Subdivision, Sub-registry and District-Deoghar, by caste **Hindu**, by occupation **Service**, (hereinafter called and referred as the PURCHASER/ TRANSFAREE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, successors, administrator, legal representative sand assigns of the OTHERPART. (Indian Citizen)

Whereas M/S BAIDYANATH V CONSTRUCTION represented by its Partner Smt. Preeta Tiwari, the aforesaid vendor agreed to develop the 18918.975 sq. ft. of land with the landlords Smt. Bina Sinha, W/o-Sri Sunil Kumar Sinha, Abhishek Kumar, S/o Sunil Kumar Sinha,

For Baidyanath V. Construction

Preeta Tiwari

Partner

Smt. Kavita and Smt. Jyoti Kumari, both D/o-Sunil Kumar Sinha, Sudhir Kumar Sinha and Sushil Kumar Sinha, both sons of Late Saryu Prasad, Smt. Manorama Sinha, W/o-Late Pankaj Kumar Sinha, Jaya Narayan, Smt. Priya Verma, both D/o-Late Pankaj Kumar Sinha, Sri Vivek Pankaj Sinha, S/o-Late Pankaj Kumar Sinha and Rajeev Kumar Sinha, S/o-Late Tribhang Murari Prasad in Plot No. 915 and 915/2 of **unsurveyed** transferable land bearing J.B. No. **116/3278A and 116/3278** of Mouza **Shyamganj, Thana No.-413**, P.S. **Deoghar** District Deoghar from the rightful owner by virtue of registered Development Agreement bearing No.-1245/1135 dated 06.11.2023, registered at Sub Registry office, Deogahr, entered in Book No.-1, Vol. No.-382, Pages-361 to 552.

AND WHEREAS while thus in peaceful possession of the schedule-A and A1 property to be constructed a multi- storied residential complex over the said land more fully described in the schedule A and A1 below on this deed which is commonly Known as PEARL RESIDENCY as per approved plan of **DEOGHAR MUNICIPAL CORPORATION, Deoghar** vide approval No.- **DGMC/A/BP/0137/W36 dated 23.12.2023.**

AND WHEREAS the purchaser approached the vendor and expressed her intension to buy a flat in the First floor of the building more clearly mentioned described in the Schedule B of this deed on ownership basis and offered to pay a sum of Rs. 47,99,000/- only as the highest consideration thereof.

AND WHEREAS as per rules framed by the state of Jharkhand the Valuation is Rs. only.

AND WHEREAS in course and as a result of negotiations between the parties hereto the vendor has agreed to sell and the purchaser has agreed to purchase the said Flat No. 48 In the First Floor more fully and clearly described in the schedule below for the reasonable and

For Baldyanath V. Construction
Bisita Tiwari
Partner

highest consideration of Rs. 47,99,000/-only.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

That in consideration of total sum of Rs. 47,99,000/- only which has been paid by the purchaser to the vendor (the receipt of which sum is hereby acknowledges and admitted by the vendor) the vendor as owner do hereby grant, sell, conveys, transfer and assigns to the purchaser free from all encumbrances whatsoever the property described in the schedule –B with fixtures and all rights, easements and appurtenance to the said property hereby conveyed hereunder of the purchaser.

That the vendor has assured the purchaser that the property hereby conveyed is free from all kinds of charges of encumbrances and that there is absolutely no defect in the title whatsoever. The vendor further assures that the vendor was in peaceful possession over the Flat No. 48 In the first floor and have full right to transfer the same unto the purchaser by way of sale, gift, mortgage by letting out the same in any person or persons without any objections from any corner.

That the vendor has further assure that if due to either on account of defect in the title or encumbrances of or any other fault of the vendor, the purchaser or her successors is dispossessed from whole or part, the purchaser shall get back the entire amount of consideration money .

That the purchaser undertakes to abide by the rules and regulations made by the building owner and or by managing committee shall be responsible for the upkeep and maintenance etc. of the said Pearl Residency.

That the purchaser shall have to pay all such charges for common facilities, services, repairs

For Baldyanath V. Construction
Brita Tewari
Partner

and maintenance of the Pearl Residency as determined by the owner directly or aforesaid managing committee such as maintenance cost of lift, common passage, electric bill, guard charges etc.

That so long as each part of Pearl Residency is not assessed separately for taxes and levies the purchaser shall pay proportionately for taxes and levies the purchaser shall pay proportionate share of such Apartment as determined by the vendor or the managing committee (as the case may be) and shall be conclusive and binding on the purchaser.

That the purchaser shall neither keep itself nor permit any one to keep animals including dog inside the complex and area appurtenant to the complex.

That the purchaser shall not commit any nuisance in any part of the complex.

Not to throw any rubbish or store any articles of combustible goods in common parts.

Not to cause any nuisance or annoyance to the co-purchasers and or occupants of other portion of the building and flat/space.

Not to decorate or paint or otherwise alter the exterior of the said flat or common parts or the building in any manner save in accordance with the general schedule thereof as is or may be specified by the owner.

Not to claim any right in any other part of the building save as may be necessary for ingress and egress of men, materials, 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.

Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced as per **DEOGHAR MUNICIPAL CORPORATION** rules and regulations, by reason of the owner and/or agreed to be constructed on the said land and not to obstruct or raise any

For Baldyanath V. Construction

Binita Tewari
Partner

objections or any nature whatsoever to such construction or any portion thereof.

To observe the rules framed by the developer owners and or such body which may be entrusted in this behalf by the developer and/or the vendor, regarding the manner of the use and enjoyment of the FLAT the common parts and land.

Not to damage the wall of the premises in question in anyway whatsoever the purchaser will only been titled to use the wooden planks foe the purpose for interior decorations but 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 shutter fitted in the premises without consent of the developer and can change the main water supply or pumps.

That the purchaser shall not at any time demolish, damage her flat or any portion of the said project and also shall not make any addition of whatsoever nature to her flat. She may make modification of her choice according to the necessity in the interior of their space.

That after the possession of the flat is given to the allotted purchaser if any alteration / addition / relating to the said project and thereafter required to be carried out at the instance of the Govt. Corporation or any other statuary authority the same shall be carried out by the purchaser individually of her own cost as the case may be the vendor of the building shall not be responsible for the same.

That the unit will be strictly utilized for residential purpose for which it is being to buyer as the case maybe.

That unit shall mean any one flat with joint ownership of all common spaces and undivided proportionate share in land and walls also include the parking space if the same been purchased by the buyer whenever the flat of any of these appear in the agreement it will be governed by schedule hereunder mentioned specifications.

The purchaser have right to use the common passage, roof, staircase, lift, facility water supply, septic tank, power supply or any such facility which are for common utility and the purchaser have also full right and authority to sell gift, mortgage lease the schedule flat to anyone to their

For Baidyanath V. Construction

Bita Tewari

Partner

choice as absolute owner .

That the Developer shall take completion certificate from **DEOGHAR MUNICIPAL CORPORATION** before handing the possession to the schedule B Flat to the purchaser.

That the vendor will be the owner of the roof /top of the building and to construct further floor provided the foundation of the building for the same and with due permission from DMC.

SCHEDULE "A"

All that piece and parcel of unsurveyed Basauri transferrable land part of Town Plan Plot no. 915 marked as 915/2 area 2 katha 9 dhurs according to local measurement i.e 7466.45 Sq.ft under Jamabandi no. 116/3278A and area 1 katha 15½ dhurs i.e 4492.525 Sq.ft under Jamabandi no. 116/3278 total area 11958.975 Sq.ft i.e. 27.454 decimals at present Jamabandi No.116/3278, within Deoghar municipal ward No.17, Deoghar municipal corporation ward No.35, holding no-0360002010000M0 situated at Mouza Shyamganj, Thana No.413, P.S.-Deoghar. Sub-Division, Sub-Registry and District-Deoghar, more fully shown in red colour attached map herewith, Butted and bounded as follows :-

North :-Land of M MTapasur, M das and A das at present land and house of Rajendra Kumar Pandey, Sitaram Pandey and Kartik das

South :-Land of Owner first/party 4 and 5 schedule A1.

East :-Common Passage there after land and building of Gopal Krishna Mani

West :-Land of Bodi Satwa Bhattacharya at present proposed road.

SCHEDULE "A-1"

All that piece and parcel of unsurveyed Basauri transferrable land part of Town Plan Plot no. 915 marked as 915/2 area measuring 6960 Sq. ft. i.e. 15.977 decimals under Jamabandi No.116/3278, within Deoghar municipal ward No.17, Deoghar municipal corporation ward No.35, holding no-0360002010000M0 situated at Mouza Shyamganj, Thana No.413, P.S.-Deoghar. Sub-Division, Sub-Registry and District-Deoghar, more fully shown in red colour attached map herewith, Butted and bounded as follows :-

North :-Land of first party/owner no. 1 to 3 schedule A.

South :-Municipal Road.

East :-Common Passage there after land of Swapan Kumar Saha, Tarapad Saha and Gopal Krishna Mani

West :-Land of Late Bodi Satwa Bhattacharya, Bawanbigha.

SCHEDULE B

(Description of the Property hereby Conveyed)

Out of the aforesaid A and A1 Schedule Flat No. 48 in the First Floor Measuring super built up Area 1632 sq. ft. & one car Parking Space on ownership basis is hereby sold by this deed with all the proportionate share in the common area in the Building & undivided proportionate

For Baldyanath V. Construction

Brita Tiwari
Partner

Variable individual Share in schedule A and A1 . Butted and Bounded as under

North – Vacant land of Pearl Residency.

South – Common Corridor and Flat No.-104.

East – Flat No.-102.

West – Flat No.-105

SCHEDULE C

(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. Tube well.
7. Common passage and lobby, ramp on the basement
8. Water pump, Water tank, Water pipes and other common plumbing installation.
9. Transformers, electrical Sub – station electrical wiring, meters, generator and fittings
excluding
those that area installed for any particular unit.
10. Drainage and sewers.
11. Pump House.
12. Guard Room
13. 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/ Builder expressly to be the common parts but
excluding the roof and / or terra and open.
14. Be it strictly mentioned that the purchasers are not entitled to utilize the common space

For Baldevanath V. Construction

Rajita Tiwari

Partner

corridor lane, of the premises for themselves Business purpose.

SCHEDULE-'D'

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 supports or shelter and protection from the pillars 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 purpose of repairing, cleaning and for renewing any such cover, drains, water, courses, cables, pipes and wire as aforesaid and laying down a new cover drain and watercourses 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 adjacent

For Baldyanath V. Construction

Brita Tiwari

Partner

or lateral support shelter or protection of the unit.

SCHEDULE-'E'

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

1. The expenses of maintaining and repairing, redecorating renewing at the main structures and in 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 said 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 beat 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 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.

For Baidyanath V. Construction

Bisita Tiwari
Partner

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. **DEOGHAR MUNICIPAL CORPORATION** 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.
10. The aforesaid Property hereby conveyed by this sale Deed is not prohibited by Govt. i.e, does not comes under the Government land, forest land, adivasi Land, Bhudan land, and Govt. Acquisition land and the vend or sand the purchasers satisfied with the contents of this sale Deed.

For Baldyanath V. Construction

Brita Tiwari
Partner

SCHEDULE F

(Memo of Consideration)

Cheque/RTGS/DD/Cash	Amount	Dated

WITNESSES

1.

2.

Photograph of Purchaser

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Little	Ring	Middle	Index	Thumb

For Baldyanath V. Construction
Punita Tewari
Partner

1	Whether Kucha or Pucca	Pucca
2	If Pucca whether tiled or reinforce & Concrete	Reinforced Concrete & Concrete Bricks
3	Number of Stories	BASEMENT, Ground+
4	Total Number of flats in the apartment	
5	Year of Construction	
6	Brief description and nature sanitary Electrical and other fittings in case of Building and their equipment.	
7	Area of Building (flat) carpet Area	Sq.ft
8	Area of Building (Flat) super Built up	Sq.ft
9	Whether the building construction is used Are residential/commercial/or industrial	Residential
10	10.(i) If on rent the amount of annual rent (ii) Built up area of flat (iii) Proportionate share of undivided Area of land and percentage of undivided interest	N/A
11	Cost of flat (super Built up Area)	Rs. /-
12	Cost of proportionate undivided share of Decimals	Rs /-
13	Cost of reserved car parking of 100 Sft.	Rs. /-
14	Annual rent of proportionate Undivided share of land	Rs. 5.00 Paisas
15	The map attached with the schedule Shall be part of this sale deed	Yes

For Baldyanath V. Construction

Binita Tiwari

Partner

16	Certified that the land is not prohibited by Govt. i.e, does not comes under the forestland, adivasi Land , Bhudan land ,Keshre Hind, gairmazaruwa Land, ceiling and Govt. Acquisition land and the vendor /vendors and their properties does not comes under any reserved class under the C.N.T.Act	Free from all encumbrances
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Certified that the finger prints of the left hand of the VENDOR and purchaser, whose photograph is affixed in the document have been duly obtained before me, and the deed has been printed by me as per draft given by the parties :-

Advocate DEOGHAR

For **Baidyanath V. Construction**

Bidya Tiwari

Partner