

This Sale Deed is made on this the _____ Day of _____ 2024.

BETWEEN

M/S. NISITH KESHARI CONSTRUCTIONS PVT. LIMITED, Its Office at Tirath Mansion, Main Road, Ranchi Through Its Director, Sri Rajeev Kumar Keshri Son of Sri Ramchandra Keshri, Resident Of 4/E, Western Block, Tirath Mansion, Near Over Bridge, Main Road, Ranchi-834001,(Jharkhand) hereinafter called the **DEVELOPER** (which expression shall, unless repugnant to the context or excluded by these presents, mean and include, its successors-in-interest and assigns) of the **FIRST PART**;

AND

- | | |
|---------------------------|--|
| 1. Dhaneshwar Kumar Yadav | S/o Late Sanichar Mahto |
| 2. Basant Kumar Gope | S/o Late Sanichar Mahto |
| 3. Madan Mohan Yadav | S/o Late Sanichar Mahto |
| 4. Shankar Yadav | S/o Late Sanichar Mahto |
| 5. Usha Yadav | W/o Late Visham Narayan Yadav @ Visham Yadav |
| 6. Usha Kumari | W/o Late Bablu Kumar Yadav |

Nisith Keshari Constructions Pvt. Ltd. through its director Rajeev Kumar Keshri hereinafter jointly called the '**OWNERS**' (which expression shall, unless repugnant to the context or excluded by these presents, mean and include their respective heirs, legal representatives, executors, administrators, successors and assigns) of the **SECOND PART**.

AND

Mr. (**UID No.-**) S/O, resident of
& **Mrs.** D/O, resident of
hereinafter called the "**PURCHASER**" (which expression shall, unless repugnant to the context or excluded by these presents, mean and include his / her legal heirs, successors, representatives and assigns) of the **THIRD PART**.

1. WHEREAS at all material time the Owners held and possessed as the absolute owners all that piece and parcel of land measuring 82 decimals of freehold land being portion of Plot No. **638** under Khata No. **68**, Thana no - **214**, Ward No – **47**, situated at Mauza - Namkum P.S - Namkum, P.O - Namkum, District- Ranchi- 834010 (Jharkhand) more fully described in the First Schedule below (hereinafter referred to as “**The Said Property**”).
2. WHEREAS by virtue of the Registered Development Agreement dated 26/04/2024 Document No. 2024/RAN/3885/BK1/3534 in Book No. BK1 Volume No. 433 from Page No. 417 to 508 at, office of SRO Ranchi (executed by and between the Owners and the Developer) which is for the construction of “**OAK Valley**”, “**Yadugraam**”, Village – Mahuwa Toli, Namkum, P.O – Namkum, Dist – Ranchi – 834010, Jharkhand.
3. WHEREAS the Owners have entrusted to the Developer to develop their Said Property in the First Schedule, into Residential Multistoried Building known as “**OAK Valley**”, “**Yadugraam**”, Village – Mahuwa Toli, Namkum, P.O – Namkum, Dist – Ranchi – 834010, Jharkhand. according to the plan sanctioned by Ranchi Municipal Corporation, Ranchi being Building Plan Case No **RMC/GH/0800/W47/2022**.
4. WHEREAS the Owners entitled the Developer to construct a multi-storied building on the said Property in terms thereof and in accordance with the plan sanctioned by RMC and thereby execute sale agreements in respect of the builder’s allocation to its respective nominated Purchaser/Purchasers intending to acquire/ purchase a flat /flats /dwelling units/within “**OAK Valley**”, “**Yadugraam**”, at Namkum, the multistoried Building.
5. WHEREAS the Purchaser is desirous to purchase a Flat in “**OAK Valley**”, Yadugraam, being **Flat No. -....., Block-** having a Super Built up Area **Sqft** on the **Floor** with a Car Parking space on the Upper/Lower Ground floor at Namkum, Ranchi, more fully described in the Second Schedule.
6. WHEREAS prior to making the application aforesaid, the Purchaser(s) has/have inspected documents of title of ‘the said property’ and has also seen approved plan sanctioned by RMC and having satisfied himself/herself about the same and has agreed to purchase on ownership basis the above Flat with one Car Parking space in Upper/Lower ground floor of “**OAK Valley**”, “**Yadugraam**”, described in the Second Schedule. hereto and herein after for the sake or brevity collectively

referred to as the “said floor space” including all internal partition walls, all outer walls, 50% of the walls common with the adjacent floor space together with common easements and rights in common parts, the common amenities and common conveniences relating thereto on terms and conditions herein after appearing.

7. WHEREAS a society is being/ has been registered as under the Jharkhand Co-operative Society Act and the bye-laws governing the society is applicable and the same is final.

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

1. That the Purchaser has agreed to enter and thereby execute the instant agreement of sale in respect of **Flat No.-..... (Block- ...)** on the **Floor** measuring **Sqft** of Super built-up area (Built-up Area sqft. and Carpet Area –sqm) with a Car Parking Space on the Upper/lower ground floor of the proposed building namely “**OAK Valley**”, “**Yadugraam**”, for a total consideration of **Rs...../- (Rupees Only)**.
2. That the Purchaser has paid to the Developer, a sum of **Rs...../- (Rupees Only)** receipt no.-, through....., dated:- as advance/ part payment of the total consideration amount, whereof the Developer hereby acknowledges.
3. That it is hereby agreed by and between the parties that out of the total consideration value as mentioned hereinabove, a sum of 5% shall be treated to be as earnest amount as a security amount in favour of the Developer and in the event of default in payments of the balance sum of the consideration amount committed by the Purchaser/ Purchasers, the Developer will be entitled to cancel this Agreement and thereby forfeit the said sum of earnest amount, and the Purchaser/ Purchasers shall have no claim over the said forfeited amount.
4. The Purchaser shall pay to the Developer, the balance amount for the said flat described in the Second Schedule amounting to **Rs...../- (Rupees Only)** as per payment schedule/ programme mentioned in the Eighth Schedule.

5. Time of completion of project shall be 48 months from the commencement of work. The time shall be extendable by 6 months as a grace period without any financial implication. The above time does not include any time wasted due to Force – Majeure.
6. In the event of the Purchaser making default in payment of any of the said installments/dues on the respective due dates as aforesaid and without prejudice to the rights of the Developer to treat such default as a breach of this Agreement and cancel this Agreement, the Purchaser shall be liable to pay to the Developer interest at the rate of 12% per annum on the amount of the installment/s and/or dues in arrears for the period of the delay in payment of such installment/s and/or dues. However, no interest shall be given to the purchaser against the payment of the consideration of the flat.
7. The Purchaser agrees to pay to the Developer the amount in manner specified in the Eighth Schedule hereunder written and time in that behalf shall deemed to be the essence of this contract. All charges in respect of any additional work or alteration in the flat constructed in the said floor space as may be incurred by the Developer for the Purchaser shall be payable to the Developer before possession/delivery to the Intending Purchaser.
8. That after completion of the said **“OAK Valley”, “Yadugraam”**, a Multistoried Building at Namkum the developer shall fix a date for registration of sale deed and possession of the flat/flats to its intending purchaser/purchasers and the same will be intimated to the purchaser thirty days in advance, however possession of the flat shall be given to the purchaser with the registration of sale deed in his favor.
9. That upon receiving full & final payment of the consideration amount of the flat/flats from the purchaser/purchasers; the Developer shall deliver the possession of the flat after execution and registration of sale deed in his/her favor.
10. That the Developer itself or through its nominated Agency shall maintain the **“OAK Valley”, “Yadugraam”**, Multistoried Building and shall pay all charges or various Government duties, taxes, security guards, common electric expenses and other miscellaneous expenses relating to the said property, on the amount received from the flat owners or its inmates as to their proportionate share of expenses namely called as **“MAINTANANCE CHARGE”**.

11. That PURCHASER (S), does hereby unambiguously and unequivocally, agrees and covenants that the maintenance of the “OAK Valley”, “Yadugraam”, multi-storied complex along with its all appurtenants, common areas, common facilities and common amenities shall be maintained and looked after by an Agency nominated/decided by the BUILDER /DEVELOPER /CONFIRMING PARTY and the PURCHASER shall have no role in its nomination/appointment.
12. That PURCHASER (S) does hereby unambiguously and unequivocally, agrees and covenants that the AGENCY nominated by the CONFIRMING PARTY shall be duty bound to maintain, up-keep and look after of the following common areas and facilities in the “OAK Valley”, “Yadugraam”, multi-storied complex out of the common fund corpus and monthly maintenance charges.
13. That PURCHASER(S) hereby unambiguously and unequivocally, agrees and covenants that the rate of the MONTHLY MAINTENANCE CHARGES shall be charged on the basis of the per square feet area upon the Super Built-up area at such rates as would be determined by the BUILDER/DEVELOPER/CONFIRMING PARTY.
14. That the Flat Owners/Purchaser do hereby un-ambiguously agree and covenant that a “Cut-Off Date” shall be fixed by the Builder or its Nominated Agency, and from the said Cut-Off Date, each and every, Flat-owners/ Purchasers will be charged Monthly Maintenance Charges by the CONFIRMING PARTY Or its Appointed Agency, and in case of default by the owner, the said defaulting flat/flats’ common facilities like water, electricity and other maintenance facilities will be withdrawn by issuance of notice in writing by the Builder or its Duly Authorised Officer/ Agent in this behalf.
15. That the Community Hall, Todder Swimming Pool & Gymnasium is being constructed and for the said facilities the Builder/ its Nominated Agency shall charge at such rates, which it may at its own discretion shall determine.
16. That the afore-said Community Hall, Todder Swimming Pool & Gymnasium is not a part of “common areas and facilities” as defined & contemplated u/s 2(i) of the Jharkhand Apartment (Flat) Ownership Act, 2011, as the same is the Builder’s property.

17. That from the date fixed as “**Possession Date**” the developer will charge one year maintenance charge in advance from all flat owners of “**OAK VALLEY**”, “**Yadugraam**”, at **Namkum**. The amount thus collected will be treated as Security Deposit.
18. The Purchaser, with intention to bring all persons into whomsoever hands the said premises may come, does hereby covenant with the Developer as follows:
 - a. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building or storing of goods which is objected to by local authority or any authority and in case any damage is caused to the building or any part thereof on account of negligence or default of the Purchaser in this behalf, he/she/it alone shall be liable for the consequences of the breach.
 - b. Not to use the said premises or permit the same to be used for any purpose whatsoever, other than the flat for residential purpose and car parking space for parking purpose, as the case may be, nor shall the Purchaser use and utilize his/her unit that may cause nuisance or annoyance to occupiers of other premises nor for any illegal or immoral purpose.
 - c. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of ‘the Said Property’ where the said building is situated.
 - d. To pay taxes, duties, levies, surcharges etc. levied either by the State Government or by the Central Government, municipal corporation, water tax etc or jointly by them currently or in future on full or part of the flat or on the his/her undivided proportionate share in the land. In case extra amenities have to be provided to the Purchaser at the instance of RMC, the same will be chargeable on that his/her interest in the land and building is not divisible.
 - e. To bear and pay increase in local taxes, water and electric charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or other public authority.
10. Save and except in respect of the undivided proportionate share or interest in “the Said Property” and save and except the rights in the said flats/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 Owners in his/her favor, the Purchaser shall have no claim or

right of any nature in the other flats, floor spaces and areas of the said property and/or said building adjoining above or beneath of his/her unit.

11. The **Developer** shall execute registered deed of sale and shall transfer the said Flat along with the proportionate share of land and the **Purchaser** shall meet the land registration formality and expenses at his cost.
 - a. The Purchaser shall not make any payments to the Landowners against the said Flat.
 - b. The purchaser shall pay Service Tax/VAT Etc. as and when imposed by the Local (Jharkhand Govt.) / Central Government of India
 - c. The registration of the flat/flats of said “Oak Valley, Yadugraam” shall be done through the Lawyer of the Developer on the cost and expenses of the Purchaser.
12. The Purchaser shall not let, sublet, sell, transfer assign or part with his interest or benefit of this Agreement or any other Agreement concerning this flat or land property until all the dues payable by him/her to the Developer are fully paid up and a no due certificate is obtained in writing from the Developer, and if the purchaser willing to sale or transfer the said Flat to any other person or persons or get the deed registered in the name of other person or persons in that case, he has to pay Rs.2,50,000.00 other than the agreement value to the Developer for the transfer of same.
13. Upon possession of the said flat/unit being delivered to the Purchaser, the Purchaser shall be entitled to use and occupation of the said flat. Upon the flat holder taking the possession of the flat he/she shall have no claim against the Developer in respect of any item or work in the said flat which may be alleged not to have been carried out or completed.
14. The Developer will allot the Parking space in the Ground floor/Upper ground floor as designed in accordance to the plan.
15. Courts of Ranchi will alone have the jurisdiction in all legal matters arising out of or concerning this transaction.

FIRST SCHEDULE

ALL THAT PIECE AND PARCEL, of land measuring 82 decimals being area of R.S. Plot No – 638, Under Khata No – 68, Ward No – 47, Thana No – 214, Mauza – Namkum situated at Village – Mahuwa Toli, P.S- Namkum, P.O – Namkum, District- Ranchi-834010 (Jharkhand) more fully described in the First Schedule below (hereinafter referred to as “**The Said Property**”).

NORTH : R.S. Plot No – 623 & 624
SOUTH : R.S. Plot No - 639
EAST : R.S. Plot No – 1095, Village Road
WEST : R.S. Plot No - 637

SECOND SCHEDULE

Flat No.- (**Block-....**) measuring Super Built up Area **Sqft** on the **Floor** with a Car Parking space on the Lower/Upper Ground floor of “OAK Valley”, “Yadugraam”, at Namkum, Ranchi along with respective undivided proportionate share of land.

NORTH :
SOUTH :
EAST :
WEST :

THIRD SCHEDULE (Common areas)

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

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

FOURTH SCHEDULE
GENERAL SPECIFICATION

STRUCTURE and DESIGN. : R.C.C Framed Structure with Seismic Reinforcement Design. Anti-Termite Treatment at Foundation and Plinth Level.

EXTERIOR FINISH

FOUNDATION	:	R.C.C. Foundation
PLINTH LEVEL	:	As per design
ROOF	:	R.C.C. slab with proportion as per design.
WALL	:	All external wall of thickness 10" & internal wall thickness 5" as per design.
FLOOR	:	Common Floor Area Marble vitrified tiles.
CHOUKHAT	:	All choukhat of WPC sal wood frame/R.C.C. and flush door or commercial ply 32 mm thick.
WINDOWS	:	Silding UPVC/Aluminium with Glass.
WIRING	:	Concealed wiring with standard electrical fittings (ISI Mark)
DOORS	:	Wooden frame with flush door.
ROOM FLOOR	:	Vitrified Tiles.
KITCHEN	:	Floor vitrified tiles and Glazed tiles. Platform: R.C.C 2" thick topped with granite.
TOILET	:	Floor: Glazed tiles upto 7 feet.
INTERNAL FINISH	:	Finished in P.O.P. of standard make.
WATER SUPPLY	:	Through necessary fitting of standard make from bore well with over head tank connected with electric pump.

PIPE LINE	:	For water supply G.I. Pipe or P.V.C. for sewerage cement pipe as per design.
SANITARY FITTINGS	:	All C.P. or brass fittings of standard make. White glazed vitreous sanitary ware. Cistern of white acrylic fiber glass.
STAIRCASE	:	Comfortable designed R.C.C. made with 1:2:4 proportions Railing made of pipe.
LIFT & GENERATOR	:	Passenger lift for 6 person each, & Strachure Lift and one generator (sound proof) as required.
OTHER FACILITY	:	Telephone, PBX, T.V. Cable, Standby power facility available at extra cost.

FIFTH SCHEDULE

1. The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, Lift, staircase, landings, gutters, rain water pipes, motor pump, tube well, wiring and installation sewers, drains and all other common parts, fixtures, fittings and requirements in under or upon the building enjoyed or used in common by all the Intending Purchasers, co-Purchasers or other occupiers thereto.
2. The cost of cleaning, maintenance and lighting the main entrance passages, landings, staircase and other parts of the building as enjoyed or used in common by the occupiers of the said building.
3. The salaries of managers, clerks, bill collectors, chowkidars, plumbers' electricians, sweepers etc. if any.
4. The costs of working repairs, replacements and maintenance of pumps, tube wells and other plumbing works including all other service charges for services rendered in common to all occupiers.
5. Municipal taxes and other taxes and other outgoing etc.
6. Insurance of building against earthquake, fire, mob damages and civil commotion etc.
7. All electrical charges payable in common for the common portions of the said building.

8. All such other expenses including printing & stationery also all litigation expenses incurred in respect of any dispute with Ranchi Municipal Corporation, or any other local authority, Government, insurance company or any other persons in relation to be deemed by the **Developer or its Nominated Agency**, for maintenance and upkeep of the said building.

SIXTH SCHEDULE

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

SEVENTH SCHEDULE

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

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

IN WITNESS WHEREOF, The Director of the **Developer** company along-with the **Purchaser** and the **Owners** have put their signatures on this Agreement at Ranchi on the _____Day of _____2024.

WITNESS

1.

2.

DEVELOPER

M/s Nisith Keshari Construction Pvt. Ltd.

(Through its Director Rajeev Kumar Keshri).

For the OWNER'S

Sri Rajeev Kumar Keshri Consitituted attorney holder of

1. Dhaneshwar Kumar Yadav
2. Basant Kumar Gope
3. Madan Mohan Yadav
4. Shankar Yadav
5. Usha Yadav
6. Usha Kumari

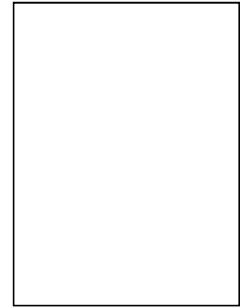
PURCHASERS

(.....)

(.....)

PURCHASER

Little	Ring	Middle	Index	Thumb



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

Typed By :

Drafted by