

SALE DEED

This Deed of Sale is made on Day of January, 20.....

By

M/s OM REALTY represented through its represented by one of the partners namely Sri Pankaj Kumar Anand (Aadhar no. 27170421184 & PAN – AEGPA1893M), S/o Anand Kishore Prasad, Aged About Years, By Caste....., Residing at House No 27 Amtal Dhanbad, hereinafter called the “**CONFIRMING PARTY /PROMOTER / BUILDER**” (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);

IN FAVOUR OF

1.Mr. , S/O Mr Nationality- Indian, both by profession, by faith -, by caste-..... , residing at ,..... after called the SECOND -PARTY (Which expression shall excluded by or repugnant to the subject or context be deemed to mean and includes his heirs, successors, legal representatives, administrators, and/or its successor, legal representatives and assignees of the OTHER PART)

- A. WHEREAS** the land owner Narayan Chandra Mazumdar & Krishna Prasad Mazumdar purchased 1.02 acre of land in Khata No. 17, Plot No. 578, 579, 580, 581, 575, 576, 529 & 528, Mouza – Sabalpur, Thana No. 126, Dhanbad from Pabu Mayrani & others vide Sale deed no. 9363 dt. 30.05.1966. Later after the death of both the above-named Land Owners the said property was inherited by their direct decedents namely Devendra Chandra Mazumdar, Jaydev Mazumdar, Sukhdev Mazumdar, Sanjay Mazumdar, Somnath Mazumdar, Dilip Mazumdar, Pradip Mazumdar & Gopal Mazumdar and Succession mutation done in their names vide Succession Mutation case No. 10253/2022 – 2023 recorded in the office of the C.O. Gobindpur, Dhanbad. After being the lawful owner of land measuring an area 1.02 Acre out of which only 51 decimal of land is being used for the development of the Project, in Mouza Sabalpur, Thana No. 126, Plot No. OLD - 529,578,579,580,581, NEW - 678, 679,680,681, Khata No. OLD - 17, NEW – 67, District Dhanbad (“**Said Land**”) a Registered Development agreement has been executed in favour of the Developer vide Deed No. 2023/DHAN/2327/BK1/2101 DT. 18..04.2023 registered at the District Sub Registry office at Dhanbad.
- B.** And whereas The Said Land is earmarked for the purpose of building a residential project, comprising multistoried apartment buildings and and the said project shall be known as ‘**GALAXY HEIGHTS**’ (“**Project**”);
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D.** AND WHEREAS, the map for construction of Residential-cum-Commercial project has been sanctioned by **MADA, Dhanbad**, vide Building plan Case no - **MADA/BP/0256/2024, Date 17/08/2024**; for the multistoried buildings to be constructed on the Schedule “A” of the property (hereinafter for the sake of brevity called as the “Project”) which is named as “**GALAXY HEIGHTS**”.
- E.** AND WHEREAS in accordance with the said approved building plan, which the DEVELOPER has obtained approvals for the Project from the Competent Authority **MADA, Dhanbad**, The DEVELOPER/promoter agreed and undertakes that it shall not make any changes to these layout plan except in strict compliance with the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to “RERA”) and other laws applicable viz. Jharkhand Building Bye-laws.

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- F. AND WHEREAS, the Promoter herein got the said project registered under the Provisions of RERA at Ranchi being registration no.....
- G. The Allottee had applied for an apartment in the Project *vide* application no.dated And has been allotted apartment no. having carpet area of square feet, Type, on floor in **GALAXY HEIGHTS (“Building”)** along with garage/closed parking no..... admeasuring square feet in the.....[*Please insert the location of the garage/ closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

And whereas the purchaser above named approached the Seller/ Builder and expressed his/her desire to purchase a Flat along with car parking space. Detail of the flat being sold/ purchased is annexed as SCHEDULE ‘B’.

NOW THIS SALE DEED WITNESSETH AS FOLLOWS:-

1. That total consideration amount of the Sale Deed is Rs./- (.....). Out of the total consideration amount cost of sq. ft. Carpet area of Flat is Rs./- (.....) and cost of sq. ft (approx) undivided proportionate share in Schedule ‘A’ land Rs./- (.....) totaling Rs./- (.....) being paid by the purchaser to the Builder as detailed below. The vendor does hereby absolutely and forever sell, convey, transfer and deliver all the flat premises morefully described in Schedule 'B', in favour of the Purchaser by this deed of sale to have and to hold the same unto the Purchaser their heirs, successors without any interruption from the side of the Vendor/ Builder.
2. That the seller herby covenant with the purchasers that the seller is owner of Schedule – 'A' land and floor area sold herein and the same is in no manner encumbrances by way of mortgage etc. and the purchaser has inspected all the documents regarding the title of property and quality of construction /size and after being fully satisfied with the same has therefore purchased the same.
3. That the purchaser will use common areas by sharing with other occupants of the said Apartment Building. The common area means entrance lobby, lift shaft, plumbing duct, common corridors and passages, common passage for car parking and staircase and set-back area of the Building. Carpet area means the net usable floor area of the flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
4. That the Purchaser specifically agree(s) to pay directly or if paid by the seller then reimburse to the seller on demand all Government charges, levies, any other charges, fees, taxes, etc. presently applicable or leviable in future on the said land and/or the said complex or the said flat.
5. That the purchasers shall bear the cost towards the maintenance charges and also pay other charges towards the watchman, sweeper and under other heads like municipality charges, sewerage, cleaning etc.
6. That the Purchasers further agrees that the reserved parking space(s) allotted to them for exclusive use shall be understood to be together with the said flat and the same shall not have independent legal entity detached from the said Flat. The Purchaser undertakes to park her vehicle in the parking space allotted to her and not anywhere else in the said land.

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- 7.a) The purchaser agrees to become a member of co-operative Housing Society of Association of Purchasers to be formed by all the Flat Owners of **GALAXY HEIGHTS**.
- b) The buyers hereby agrees to observe and perform all rules and regulations which the said Co-Operative Housing Society's of Associations may adopt at its inception and from time to time and at all times for protection, maintenance, of the building/ Apartment, municipal by-laws and regulations in force.
8. That the Purchaser shall not at any time demolish the said Flat or any part thereof, nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof which may affect the other flat or common areas. The Purchaser shall not change the common colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design save in accordance with the General Schedule there of as is or may be specified by the Society or Association of Buyers.
9. That the said Building shall be known as **GALAXY HEIGHTS** and this name shall never be changed by the flat Purchaser or anybody else.
10. Purchaser will have full right to sell, let out, transfer the scheduled property conveyed by this Deed.
11. The Purchaser has undertaken to:-
 - a) Not to throw or store any thing in common areas, not to make noise or cause any nuisance which may cause annoyance to the co-purchasers and /or occupants of other portions of the complex.
 - b) Not to claim any partition or sub-division of the said premises and not to make any partition of the unit in smaller sizes or making separate independent portion of the said unit.
 - c) Not to claim any use of common areas or otherwise ever in respect of the terrace/roof of any nature whatsoever and the said terrace/roof shall always be at the exclusive disposal of the owners/seller as owned exclusively and absolute property with right of making further construction thereon.
 - d) That before execution of this registered Sale Deed the purchaser has fully satisfied herself about the completion of construction work of his Flat and building, about the construction material used in the construction of the said flat/apartment/ Building, about the open area/ setback provided around the apartment building & the actual area of land in possession over which the Apartment Building has been constructed and after satisfying herself about all these matter, the purchaser has agreed to get the Sale Deed executed in her favour.

The purchaser will have no claim/ complaint whatsoever regarding construction of flat and amenities provided in the flat and apartment building regarding open spaces/ setback provided by the seller.

SCHEDULE – 'A'

Description of the land on which the complex "**GALAXY HEIGHTS**" is being constructed.

The piece of land measures in area decimal as per registered Sale Deed no. dt. situated at, Mouza –, Thana No. – .., Ward – .., Khata No. –, Plot No. –, Distt. –, owned by

The land bounded as follows:-

North :
 South :

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East :
West :

SCHEDULE – 'B'

One ownership flat bearing Flat No. in the Building known as measuring Carpet Area sq. ft. (..... square feet) together with undivided proportionate share in Schedule 'A' Land measuring sq. ft. (Approx). The Lower Ground Floor space will be reserved for car parking spaces suitable for parking of Nos. of Maruti Swift Car or other equivalent size cars only. The purchasers named above require to park small cars only i.e. Maruti Swift Car or other equivalent size cars in the parking space at Lower Ground Floor, which is kept, reserved for parking space for the 10 Nos. of flat owners of the Apartment Building.

Location of Flat :
Floor no. :
North :
South :
East :
West :

This is to certify that this land do not belong to Government Land, Forest Land and is out of Government Acquired Land.

Certified that contents of this sale deed have been read over by the vendors, confirming party, and explained in Hindi to them who having fully understood the same have executed the deed voluntarily and freely and whose signature and thumb impression are hereby attested.

Drafted by (At)

Witness:

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R. K. Jha
Partner