

**DEED OF SALE**

**THIS DEED OF ABSOLUTE SALE** is made on this ..... day of ....., Two Thousand Twenty Three (2023) by and between : **1-GAYATRI DEVI**, wife of Late Bhagwan Das Sahu, **2-ANIL KUMAR SAHU**, **3-AMIT KUMAR SAHU**, **4-ASHISH KUMAR SAHU**, S/O. Late Bhagwan Das Sahu, by faith-Hindu, by Category OBC, by occupation-Housewife & Business, resident of-Jharia, P.O. Jharia, P.S. Jharia, Dist.Dhanbad(Jharkhand), **ADHAR NO.1-XXXX XXXX 6990, 2-XXXX XXXX 3362, 3-XXXX XXXX 2053, 4-XXXX XXXX 5055**, Phone No.**8340390281**., hereinafter called and referred to as the **VENDORS**: (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART**: On behalf of the Vendor their constituted attorney **SRI KRISHNA MURARI MODI**, son of Late Dhanraj Agarwal, by faith Hindu, by caste Bania, by occupation Business, resident of Hatia Road, Hirapur, P.S. and Dist, Dhanbad(Jharkhand), Vide Power No.(IV)-1143 of dt.**07.11.2015**, registered at Dhanbad Sub Registry office, Dhanbad : **PAN :-ADLPM0746R**, **ADHAR NO.6738 3211 8225**, **Ph.no.09471300881**.

**IN FAVOUR OF**

....., son of ....., by faith ....., by Caste ....., by occupation ....., Resident of ....., P.S. ...., Dist, .....(.....), 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/her heirs, successor, administrators, executors, legal representatives and assigns) of the **OTHER PART**. **PAN:-.....**, **ADHAR NO.....**, **Ph.no.....**

**BASUKI BUILDERS**

*Kim modi*

**Partners**

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WHEREAS, **9.9 Dec. of Land** Acquired Vide Regd. Sale Deed being No. **9332** of dt. **18.09.1985** purchased from **Hemlata Devi** in the name of Vendor No.1, entered in Book No. **01**, Volume No. **72**, Page No. **332 to 345**, Year-**1985**, Registered at Dhanbad Sub-registry office and mutated landlord name in the landlord office the state of Jharkhand, vide Mutation Case No. **87(III)1985-86** and Paying rent under Thoka No. **1819**, Entered in Register-II Volume No. **2** and Page No. **520** in the name of Vendor no.1.

**AND, 9.07 Dec. of Land** Acquired Vide Regd. Sale Deed being No. **9333** of dt. **18.09.1985** purchased from **Hemlata Devi** in the name of **Late Bhagwan Das Sahu**, Husband of Vendor No.1 and Father of Vendor No.2, 3 & 4, entered in Book No. **01**, Volume No. **76**, Page No. **504 to 535**, Year-**1985**, Registered at Dhanbad Sub-registry office and mutated landlord name in the landlord office the state of Jharkhand, vide Mutation Case No. **89(III)1985-86** and Paying rent under Thoka No. **1820**, Entered in Register-II Volume No. **2** and Page No. **521** in the name of **Late Bhagwan Das Sahu**, Husband of Vendor no.1 and Father of Vendor No.2, 3 & 4. And,

WHEREAS, the M/s BASUKI BUILDERS, represented by its Partner Sri Krishna Murari Modi, S/o Late Dhanraj Agarwal and above said owner of the land indentured a Development Agreement on Date-..... and M/S. Basuki Builder the promoter to promote and construct a Multistoried Residential Complex over the said land, AND

WHEREAS, the said company M/s Basuki Builders, constructed a multistoried residential complex over the said land, more fully described in the schedule "A" to this deed, which is commonly and popularly known as "SRI BHAGWAN TOWER" as per approved plan of MADA, Dhanbad, vide T.P.-..... and its approval no. BD/...../2022-23, dated ..... AND

WHEREAS the purchaser approached the vendor and expressed his intention to buy a Flat no..... in the ..... Floor of the building, measuring super built up area ..... sq. ft. together more clearly described in the schedule "B" to this deed, after proper inspection of the said unit and after being fully satisfied with construction standard, fitting etc. and everything, in ownership basis and offered to pay a sum of Rs...../-(Rupees ..... only, as highest consideration thereof, And

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Partners

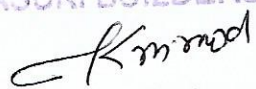
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AND WHEREAS in course and as a result of negotiation between the parties hereto: the vendors agreed to sell and the purchaser agreed to purchase the said Flat no. ~~301~~ on the ~~301~~ Floor, more fully and described in the schedule "B" below for the reasonable and highest consideration of Rs...../-(Rupees .....) only.

**NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-**

1. That in consideration of the total sum Rs...../-(Rupees .....) only. which has been paid by the purchaser to the builder (the receipt of which sum is hereby acknowledged and admitted by the builder) the builder and vendor as owner do hereby sell, convey and assign to the purchaser free from all encumbrances whatsoever the property described in the schedule "B" with fixtures and all right, easements and appurtenances to the said property hereby conveyed belonging to or usually held occupied or enjoyed therewith subject to the terms and conditions referred to hereunder of which the purchaser has full knowledge, the purchaser has willingly agreed to the restrictive clauses and can not raise any objection thereafter.
2. That the vendor have assured the purchaser that the Property hereby conveyed is free from all kind of charges or 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 Residential flat and had full right, title. Interest in and possession over the same also has right to transfer the same unto the purchaser without any objection from any corner.
3. That the so long as each Residential flat of "SRI BHAGWAN TOWER" is not assessed separately 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.
4. That the purchaser shall not do or permit to be done any act, deed or things which may render void or violable insurance of any office in or any part of the said "SRI BHAGWAN TOWER" project or cause any increased premium to be payable in respect thereof, appurtenant to the complex.

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5. That the purchaser shall not at any time demolish, damage his/space or any portion of the said project and also shall not make any addition and alteration of whatsoever nature to his space. He make modification of his/her choice according to his necessity in the interior of his space.
6. There after the possession of the Residencial flat is given to the allotted purchaser, if any alteration/addition relating to the said outer portion of the flat only as the consent of builder or flat owners association as care may be.
7. That unit will be strictly utilized for Residencial purpose for which it is being given to buyers as same case may be.
8. That unit shall mean any one space with joint ownership of all common spaces and undivided proportionate share in land and walls as explained in the schedule of the agreement and shall also if the same has been purchased by the buyers whenever the office of any of these appear in agreement it will be governed by schedule hereunder mentioned specification.
9. That the purchaser shall be liable to pay sales-Tax, Municipal-Tax, VAT/GST, etc or any other Tax or Govt. Levies implanted in future in respect of the Schedule 'B' Property hereby sold which become payable as from this day onwards.
10. That the purchaser has right to use the common passage, in front side(road side), wich are for common utility, and the purchaser have full right and authority to sell, let out, transfer the scheduled property conveyed by this deed.

#### SCHEDULE-A

#### DESCRIPTION OF BUILDING

All that piece and parcel of HOMESTED land situated in Mouza :- **DHANBAD**, Mouza No. **51**, within Chowki Saddar Sub- Registry office, Dhanbad, P.S. Dhanbad and District Dhanbad. Mouza:**DHANBAD**, Mouza No.**51**, Ward No.31, Holding No.**0310002371000M0**, **0310002372000M0**, Khata No.**04**, Plot No.**193**, Area **11.5 Katha** or to say **18.97(Eighteen Point Nine-Seven) Dec.of land**, together with a Multi Storied building standing thereon, commonly and popularly known as "**SRI BHAGWAN TOWER**" situated at Hari Mandir Sub-Road, Hirapur, which is butted and bounded as follows:-

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**NORTH :- Subhadra Devi & others,**  
**SOUTH :- Vinay Kumar Sahu,**  
**EAST :- Md. Noor Biri Wala,**  
**WEST :- Other Road.**

**SCHEDULE "B"**

Out of the aforesaid schedule 'A' Flat, being Flat no....., situated on the ..... Floor, measuring super Built up area ..... Sq.ft. with one car parking together with proportionate variable indivisible of interest in the Schedule:A:land, is hereby sold by this sale deed which is butted and bounded as under:-

By NORTH :  
By SOUTH :  
By EAST :  
By WEST :

**Particulars of Flat/Shop :-**

1. Whether Kucha or Pucca :-Pucca.
2. If Pucca whether titled or reinforced concrete :- Reinforced Concrete.
3. Number of Stories :- B+G+4 Storied
4. Total Number of Flats in Apartment:-12 and Shop-50.
5. Year of Construction :- 2012-23 (under construction).
6. Brief description and nature sanitary electrical and other fittings in case of building and their equipment.- Standard.
7. Carpet Area of Built up :- N/A
8. Super Built up area of Flat - ..... Sq.ft.
9. Whether the building constructed is used as residential/commercial or industrial:- Residential & Commercial
- 10.(i) If on rent, the amount of rent:- N/A.  
(ii) Built up area of Flat :- ..... Sq.ft.  
(iii) Proportionate share of undivided area of land and percentage of undivided interest of common area :- ..... Decimals.
11. Cost of Flat(Super Built up area) :-Rs...../- only
12. Cost of proportionate undivided variable share of land-..... Dec. Rs...../- only
13. Cost of reserve car parking space :- N/A.

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14. Total Cost Rs. Rs...../- only (And Stamp duty paid on that amount).

15. Annual Rent of proportionate undivided variable share of land :- 50 Paise.

16. The Map attached with the schedule shall be part of this sale deed and sold area shown in colour "Red"

That the above mentioned schedule land 'A' 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 comes under the reserve classes of C.N.T Act..

**SCHEDULE - 'C'**

Rs...../-(Rupees ..... ) only. paid by the Purchaser to the vendor by :-

<u>Cheque No./Cash/D.D</u>	<u>Date</u>	<u>Amount</u>	<u>Bank</u>
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**SCHEDULE - 'D'**

**(Common Areas)**

1. Staircase on all the floors.
2. Stair case landing and lift landing on all floors.
3. Lift well.
4. Lift plant installation.
5. Lift Room.
6. Common passage and lobby, Ramp on the ground floor, exception car parking area if any.

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7. Tube well.
8. Water Pump, Water tank, water pipes and other common pumping installation.
9. Transformers, electrical sub-station, Electrical, wiring, meters, generators, and fittings excluding those that are installed for any particular unit.
10. Drainage and sewers.
11. Such other common parts, areas equipments installations, fixtures, fitting and space in or about the said complex as are necessary for passage to the user and occupancy of the units in common and as area specified by the Vendor expressly to be the common parts.
12. Roof and terrace.
13. Toilet and bathroom for servant and guards.

**SCHEDULE - 'E'**

1. Rights of easements and quasi easements of other co-purchasers/ occupiers and full right and liberty and authority in common with all other persons entitled to like rights at all times by day or by night and for all purpose in connection with the use and enjoyment of the unit to go pass and pass over and along the common passages and common portions and through and along the main entrance of the building passage landing and stair case landing to the respective unit space full right and liberty to the other co-purchaser/ occupiers to use the common portion of the said building for the purpose of redecorating and repairing their respective unit.
2. The right of subjacent and lateral support or shelter and protection from the other parts of the building and from the site and roof thereon.
3. The free and uninterrupted passage and running of water and soil, gas and electricity from and to the units covered drains water cables pipes and wire to the said complex either existing or to be installed in future.
4. The right with servant workman and other at all reasonable times at notice (except in the case of emergency) to enter or into and upon other parts of the building for the purpose of repairing, cleaning, and or renewing, any such cover drains, water courses, cables, pipes and wire as aforesaid and laying down a new cover drain and water courses pipe.
5. The right with servants workmen and other at all reasonable time on notice except in case of emergency to enter into and upon other portion 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.

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**SCHEDULE - 'F'**

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

1. The expenses of maintaining and repairing, re-decorating, renewing at the main structures and in particular the gutters, rain water pipes of the building, the gas and water pipes, drains, electric cables wires and other means of communication in under upon the said building to be constructed and serving more than one unit 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 and aforesaid and of keeping open portion etc. 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 parts of the same and / or any portions including the roof notwithstanding that such roof shall be the property of the owners with full right of the enjoyment use, disposal thereof.
5. Cost of the Insurance against THIRD PARTY risk in respect of the building if such Insurance shall be at all taken out, by owners, the higher charges and other expenses of renewal taxes if any incurred by the owners in respect of the said building or any portion thereof for storage of refuse of the owners and occupiers of the said unit and to 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 maintenance of the Fire Safety device would be responsibility of the unit owners on Pro-rata sharing basis.
8. Liability arising out of any accident in Course of maintenance of the Complex would be that of all unit owners and not of builders.
9. The purchaser shall pay one time interest free maintenance security deposit @Rs.5/- per sq. ft. to the vendor by demand draft against which proper receipt will be issued by the vendor. After formation of maintenance committee the said security deposit would be transferred to the maintenance committee of the Owner's Association.
10. Cost of Electric connection, Transformers charges will be borne by the purchaser exclusively and generator cost will be borne by the purchaser.

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

**BASUKI BUILDERS**

*Kimmod*  
Partner

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Purchaser/ Purchasers Photo :-

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Certified that the finger print of the left hand of the vendor/ vendors and purchaser/purchasers whose photograph affixed in the document have been duly obtained before me.

Signature

Licence No.

WITNESSES

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*K. M. M. S.*  
Partners