

DEED OF SALE

THIS DEED OF SALE is made on this the ____ day of, 202...

BETWEEN

MR DR SURESHWAR PANDEY S/O LATE (PAN **AHFPS7938D**), grandson of _____ (**Aadhar No.** _____, **Mobile No.** _____) by Caste Kayastha, by faith Hindu, by occupation Doctor, resident of Rameshwaram Colony, Baraitu Road, P.S. Bariatu, District Ranchi, Jharkhand, hereinafter called the "VENDOR" (which term & 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. through its Registered Power of Attorney Holder **SRI EKANSH BACHCHAN** S/o Late Rahul Shrivastava, grandson of Late B.P. Shrivastava, (**Aadhar No. 7301-2510-7029, Mobile No. 9431105456**) by Caste-Kayastha, by occupation- Business, resident of B/2, Ashok Vihar, P.S. - Argora, District - Ranchi, Jharkhand.

AND

M/S MAURYA VIHAR HOMES PVT. LTD., registered under the company act 1956 bearing registration no. 03-04157 having its office at - B-I, Metro Market, Kutchery Road, Ranchi through its Managing Director **SRI EKANSH BACHCHAN** (UID No. 7301-2510-7029) S/o Late Rahul Shrivastava, resident of B/2, Ashok Vihar, P.S. - Argora, District - Ranchi, Jharkhand hereinafter called the CONFIRMING PARTY "DEVELOPER" (which term & expression shall, unless repugnant to the context or excluded by these presents, mean and include its successors-in-interest and assigns) of the SECOND PART. **PAN No. AABCM0865D.**

AND

MR/MRS.....S/W/O.....
(PAN **AHFPS7938D**), grandson of _____ (**Aadhar No.** _____, **Mobile No.** _____) by Caste, by faith, by occupation, resident of, P.S., District

....., Jharkhand, hereinafter, called the "PURCHASER" (which terms and expression shall, unless repugnant to the context or excluded by these presents, mean and include its successors - in - interest and assigns) of the THIRD PART.

WHEREAS DEVELOPER (Confirming Party) entered into Developers/Development Agreement with Dr Sureshwar Pandey dated 05th Day December of 2019 for the construction of a commercial multistoreyed building over the property in question morefully described in First Schedule of this Sale Deed.

AND WHEREAS land owner Dr Sureshwar Pandey Posses 20 Decimal land concerning to R.S. Plot no. 1124, situated at Vill- Pundag, Thana No. - 138, P.S. - Jagarnathpur, District - Ranchi. The land owner who acquired the aforesaid land by virtue of registered deed of sale dated **24/04/2008**, from Mr Awadhesh Kumar Mishra vide sale deed no. **6679** The said land is mutated in the name of Dr Sureshwar Pandey.

AND WHEREAS the Confirming Party of the Development Agreement got sanctioned the plan of Commercial Project namely SULAKSHANA BY MAURYA HOMES from R.R.D.A. vide sanction plan no. BC Case no. RRDA/BP/0228/2019 dated 19/12/2019, consisting of Ground floor to Six upper floors. The present structures consist Office Spaces on Ground, First, Shop Space & Second, Third & Fourth for office purposes.

AND WHEREAS the OWNER Dr Sureshwar Pandey provided registered power of attorney to Shri Ekansh Bachchan, Developer M/s Maurya Vihar Homes Pvt. Ltd., on 05/12/2019 vide no. 2752.

AND WHEREAS, being interested in the project aforesaid, the PURCHASER requested the VENDOR to sell Office Shop/Space No. on Floor measuring an Area Sq.ft more or less in the building known as "SULAKASHANA BY MAURYA HOMES" and the VENDOR, on the terms and condition to be observed by the PURCHASER, agreed to sale and the PURCHASER agreed to purchase for a total consideration of **Rs.** _____ **/- (Rupees** _____) only including all internal partition walls, with all rights and benefits in respect of all common parts and common amenities and common conveniences with all easement

rights and all rights relating thereto more fully described in the SECOND SCHEDULE.

AND WHEREAS, the Confirming Party on receipt of the full consideration amount of **Rs. _____/- (Rupees _____)** only has put the PURCHASER in vacant possession of the area above mentioned in various floors of the commercial building namely "SULAKASHANA BY MAURYA HOMES" Pundag, Ranchi.

AND WHEREAS, the Confirming Party hereby declares that premises being sold and the land on which the new building has been constructed are free from all encumbrances and liabilities and expect the VENDOR no other person has or have the right, title, interest and claim in the land / premises containing the building thereon.

NOW THIS INDENTURE WITNESSTH as follows :

1. In consideration of the sum of **Rs. _____/- (Rupees _____)** only paid by the PURCHASER to the Confirming Party receipt of which amount the Confirming Party hereby acknowledge, the Confirming Party in accordance with the undertakings and covenant given by the PURCHASER, do hereby convey, transfer and assign UNTO the PURCHASER free from all encumbrances the areas of Shop / Office Space on Floor of Sulakasha by Maurya Homes Commercial building, Pundag, Ranchi more fully described in the SECOND SCHEDULE below together with sq.ft. of undivided proportionate share in the said land in the FIRST SCHEDULE and common area of the said premises to various PURCHASER TO HAVE AND TO HOLD the property hereby conveyed to the PURCHASER absolutely and forever with right to use the common facilities and amenities with all benefits and advantages including the rights, liberties, easements, privileges whatsoever attached to the premises in the SECOND SCHEDULE.
2. That the PURCHASER shall, hereafter, have the right to peacefully and quietly possess and enjoy the premises in the SECOND SCHEDULE without any claim, permission or demand, obstructions or hindrance

whatsoever from the Confirming Party or any person or persons claiming through or under it.

3. The PURCHASER, shall have the full proprietary rights and will be at liberty to transfer / mortgage, lease, gift or otherwise deal with the said Office Space provided the purchaser shall not be entitled to demolish or commit waste in respect of the land, the Office Space premises or do or allow anything to be done in the said Office Space premises to affect prejudicially the other occupiers of the said building.
4. As and when requested the Confirming Party, at the cost of the purchaser covenant to do and execute or cause to be done and executed, all such acts, deeds and things whatsoever for more perfectly conveying and assuring the premises in the SECOND SCHEDULE and every part thereof in the manner mentioned herein and also to put the PURCHASER in possession over the same according to the true intent and meaning of this deed.
5. However 'The Said Land' whereon the said building has been constructed, the common passages, spaces, lobbies, corridors and all kinds of amenities shall remain joint and attached for the benefit of the occupiers of the said building.
6. This indenture and conveyance herein made are subject to the terms & conditions, covenants and restrictions content in the agreement for sale of the Office Space and subject to the law applicable to the said building and / or the said premises.
7. The PURCHASER shall be liable to pay and contribute in proportion to the covered area of the premises hereby conveyed towards payment of Municipal Rates, Taxes, Service Charges, Electrical Charges as per the reading in the separate install for the premises in schedule and outgoings payable in respect of the said premises.
8. Depending upon the circumstances, the statutory dues may be paid by the PURCHASER directly to the statutory authorities or if the management committee of the Office Space / office owner association

functions and has made arrangements then such statutory dues may be paid through the said managing committee.

9. In default of payment by the purchaser to the Association, the amounts payable to referred to above, the association shall have the liberty to discontinue the supply of water and electricity and also the other common services provided to the occupants of the building.
10. In the interest of safety, preservation and maintenance like installations, alteration or repairs of the common mechanical or electrical services of the building, the representatives of the association shall have the right to enter the premises in the SECOND SCHEDULE.
11. That the common maintenance charges @ Rs, 2.50/- sq. ft., per month for the period of first 12 months will have to be deposited by the PURCHASER of the commercial Office Spaces / office spaces, the amount will be maintained by the association as soon as it is form till then it will be maintained by owner / developer and to be supervised by the authorized person of the association.
12. That before taking possession, the purchaser of Office Spaces / office spaces will have to deposit on time @ Rs 50/- (Rupees fifty only) sq. ft. towards sinking fund to meet any exigencies in future. The said amount will be maintained by the association of the complex.

The PURCHASER, with intention to bring all persons into whoever hands the said premises may come, does hereby covenant with the Confirming Party as follows:

- (a) To maintain and keep the said premises in the SECOND SCHEDULE and the fittings & fixtures therein, at his own costs, in good tenantable repair and condition from the date of possession of same and shall not do or suffer to building in which the said premises are situated or the staircase or the passages or other areas which may be against the rules, regulations or bye- laws of the concerned local or any other authority or change / altar or make addition in or to the building(s) in

which the said premises are situated or the said premises or any part thereof.

- (b) Not to encroach upon the open Verandah, lobby in front of the Office Space or office spaces nor to cut any obstruction by stacking merchandise or other articles or by putting enclosure therein. THE PURCHASER shall not do or suffer cause to be done or suffered anything to be done in the premises in the SECOND SCHEDULE and / or in the said complex which may cause nuisance, annoyance or inconvenience to other occupiers of Office Spaces & office spaces of owners in the said complex.
- (c) Not to damage the construction or structure of the building by 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 own account of negligence or default on his part in this behalf, he alone shall be liable for the consequence of the breach.
- (d) To permit the Confirming Party or staff or agents with or without workmen and others of the joint Owners Association at all responsible time to view and examine the state and condition of the premises.
- (e) Not to use the said premises or permit the same to be used for purpose whatsoever, other than for purpose of trade and business nor shall he, the PURCHASER use and utilize his unit that may cause nuisance or annoyance to occupiers of other premises nor for any illegal or immoral purpose.
- (f) 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 Land' where the said building is situated.

- (g) Not to demand partition of his interest in the said land and / or the building it being hereby agreed and declared by the purchaser that he has no share or interest in the land and further his share in the building impartible.
- (h) To bear and pay electric charges, insurance and such other levies, if any, which are imposed by the Office Space / office Owners Association or concerned local authorities and / or other public authority.
- (i) Not to use the said / office premises for any immoral purpose or for storing any inflammable, combustible or hazardous goods or articles and shall not bring in the said premises any item of whatever nature which might cause harm to other occupiers of the said building.

Particulars being furnished in case of Office Space:

- | | | | |
|-----|---|---|--------------------------------------|
| 1. | Whether Kuchha or Pucca | - | Pucca |
| 2. | If Pucca whether tiled or reinforced concrete | - | Tiled |
| 3. | Number of Stories | - | Basement+Ground+
Fourth
Floors |
| 4. | Area of Office Space | - | sq. ft. |
| 5. | Year of Construction | - | |
| 9. | A brief description of the nature of the sanitary of common toilet, Electrical and other fittings in the building and their quality | - | Standard |
| 10. | Area where the building is constructed and its use residential / commercial or industrial | - | Commercial |
| 11. | If own rent its annual rent | - | NIL |

VALUE for the purpose of stamp duty and registration fee :

Office Space area sq.ft.

@/- per sq. ft. =/-

..... sq.ft. of proportionate undivided

i.e. 1.37 decimals

land @ Rs./- per decimals./-

Total/-

AND Whereas the sell and purchase of the aforesaid Office Space between both the parties is being done on **Rs. _____/-** but the stamp duty and registration fee is being paid on **Rs./-** only.

FIRST SCHEDULE SAID LAND

All that piece and parcel of 20 Decimal of land in portion to R.S. Plot No. 1124, in Mouza - Pundag, P.S. – Jgarnathpur, P.S. No. 138, District - Ranchi butted and bounded as follows:

- NORTH - Other Plot
- SOUTH - Road
- EAST - Dayal Petrol Pump
- WEST - Others Plot

SECOND SCHEDULE

Details of office space

Office Space being No. on Floor measuring built up area / super built up area sq.ft. (more or less) of the commercial building known as 'SULAKASHANA BY MAURYA HOMES' together with the sq.ft. undivided proportionate share in the land in the First Schedule at Pundag, P.S.- Jagarnathpur, District- Ranchi and constructed as per plan approved by the R.R.D.A. vide **B.C. Case No. dated** butted and bounded as follows :

- NORTH -
- SOUTH -

EAST -
WEST -

The aforesaid Office Space have been shown in Red Wash map annexed with sale deed.

CERTIFICATE

This is to certify that land, which is subject to these presents and mentioned in the schedule hereinabove is not the Govt. Land. The same neither acquired by the Govt, for Civil or Military Purposes nor is it the Bhoodan Land. The land is outside forest area limit and it does not belong to B.C.C.L., C.C.L and or E.C.L. it is further certify that the land doses not belong to Adivasi Khata and has not connection with any member of the Schedule Tribes Community and this land free from ceiling. It is not the land any temple, Math, Church, Mosque or Gurudwara. The land is also free from Sec. 46(6) of C.N.T. Act.

IN WITNESSES WHEREOF Ekansh Bachchan Director of M/s Maurya Vihar Homes Pvt. Ltd. being in the capacity of the lawful attorney of The VENDOR has put his signature on this conveyance at Ranchi on the Day, Month, and Year first above written.

WITNESSES :

1.

Ekansh Bachchan
(Power of Attorney Holder)

2.

Confirming Party
(M/s Maurya Vihar Homes Pvt. Ltd.)