

Deed of Sale

This Deed of absolute Sale made this the ____ day of _____, Two Thousand Twenty, by **SMT. MALTI OJHA** Wife of Late Pnchanand Ojha, by Faith Hindu, by caste Brahmin, by occupation Housewife, Resident of Shiv Mandir Road, Kusum Vihar, Saraidhela, Dhanbad, Jharkhand, 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 his heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**. (The vendor herein represented through their constituted attorney **SRI SUMAN KUMAR** Son of Sri Vishwanath Singh, by Faith Hindu, by caste Rajput, by occupation Business, Resident of J. C. Mallick Road, P.S. and Dist. Dhanbad, vide development agreement dated 31/07/2019 vide deed no 5065 Registered at Dhanbad Sub-Registry office.

AND

M/S AARYA DEVELOPERS AND BUILDERS, a Partnership Firm, having its office at J.C Mallick Road, Hirapur, Dhanbad, Represented herein through its Authorised Partner **SRI SUMAN KUMAR** Son of Sri Vishwanath Singh, by Faith Hindu, by caste Rajput, by occupation Business, Resident of J. C. Mallick Road, P.S. and Dist. Dhanbad, hereinafter referred to as the "BUILDER/DEVELOPER" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, legal representatives and assigns) **of the SECOND PART**.

IN FAVOUR OF

Mrs. Wife of Mr., by faith, by caste, by occupation, Resident of, 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 her heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

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Partner

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WHEREAS, by virtue of a Registered deed of sale No. 4369 dated 25.03.2011, Registered at Dhanbad Sub-Registry office and entered in Book No. I, Volume No. 154, pages 69 to 90 for the year 2011, executed by Sri Amrit Anand, in favour of the vendor hereto Smt. Malti Ojha, the vendor hereto Smt. Malti Ojha, purchased their entire right, title, interest and possession to in and over 10 kathas or to say 16.5 decimals of land, at Mouza Narayanpur, Mouza no. 13, under Khata no. 5, Plot No. 263, 364, 265, under P.S. Saraidhela, Chowki Sadar Sub-Registry office and dist. Dhanbad, for valuable consideration therein mentioned; And

WHEREAS, ever since the date of purchase, the vendor hereto Smt. Malti Ojha, has been in peaceful possession over the said 10 kathas of land, by exercising diverse acts of ownership and possession and also by getting his name Mutated in the Serista of the Land Lord the State of Jharkhand, vide Mutation Case No. 228(II) 2011-12 and paying rent for the same under Thoka No.; And

WHEREAS, on day of, the Vendor hereto entered into a Development Agreement with a builder firm, namely M/s Aarya Developers And Builders, "the developer hereto" to constructed a Multi Storied residential building over thier schedule 'A' land, on sharing basis; And

WHEREAS, the developer M/s Aarya Developers And Builders, constructed a multistoried residential premises, on the Schedule 'A' land of the vendor, after sanctioning Plan from the MADA, vide its Sanction Memo no :- **BD 125/18-19 dated 25/07/2019**, and the said multistoried premises has come to known as "Aarya Srijan"; And

WHEREAS the Purchaser above named approached the Developer and expressed his/her/ their desire to purchase a Flat in the Floor, being Flat No., measuring super built up area Sq. ft. along with one car parking space on the Ground Floor in the said Apartment known as "Aarya Srijan" more fully described in the Schedule 'B' hereto on the ownership basis; And

WHEREAS in course and as a result of negotiations between the parties hereto, the Developer hereto agreed to sell and the purchaser hereto agreed to purchase the said Flat No., in the Floor along with one car parking space on the

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Ground Floor more fully described in the Schedule 'B' hereto after proper inspection of the said unit and after being fully satisfied with the quality of the Construction thereof and the title of the Developer hereto for the reasonable and highest offered consideration of Rs...../- (Rupees) only on the terms and conditions mutually agreed between them.

NOW, THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. That in consideration of the total sum of Rs...../- (Rupees) only which has been paid by the purchaser to the developer as per detail appearing in schedule 'C' hereto (the receipt of which sum is hereby admitted and acknowledged by the vendor) and in consideration of the terms and conditions herein contained, the Vendors absolutely and indefeasible grant, sell, convey, transfer as assign their entire right, title, interest and possession to in and over in Flat No. in the Floor of "Aarya Srijan" along with one car parking space on the Ground Floor, a residential complex morefully described in the Schedule 'B' hereto together with utility right in Common area details described in Schedule 'D' also all claims demands, easements and other incidental rights belonging or appertaining thereto more fully described in the Schedule 'E' hereto the Purchaser TO HAVE AND TO HOLD the same for all times to come free from all encumbrances subject to the terms and conditions hereinafter appearing.

2. That the Vendor both hereby covenant with the Purchaser that the Vendor is the owner of the Schedule 'A' land and the 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 the property and has fully satisfied himself / herself / themselves about the title of the Vendor and quality of Construction / size and being fully satisfied with the same has therefore Purchased the same.

3. That the Vendor hereby further covenant with the Purchaser that the Vendor shall pay the annual ground rent now or in future becoming payable up-to-date and shall keep the Purchaser fully indemnified harmless and free from and all against any attachment or legal proceeding in respect thereof and that the Purchaser shall be liable to pay proportionate ground rent, Municipal Tax etc. in respect of the Schedule 'B' Property hereby sold which become payable as from the day onwards.

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4. Purchasers have full right to sell, let out, transfer the scheduled property conveyed by this deed.

5. That the Purchaser in the consideration of the use and enjoyment of the Common Part of the said Complex of Schedule 'A' land has undertaken :-

i Not to throw any rubbish or store any article or combustible goods in common parts save to such extent and at such place or places if any , as may be specifically permitted by the Vendors in writing.

ii Not to carry on any obnoxious, noisy, offensive illegal or immoral activity in the said unit or any other portion of the said complex, common parts.

iii. Not to cause any nuisance or annoyance to the Co-purchasers and/or occupants of other portions of the Complex.

iv. Not to use or allow to be used the said unit for the purpose other than for quiet and decent residential purposes for which sold.

v. Not to do anything whereby the other Co-purchaser are obstructed in or prevented from enjoying quietly and exclusively of their respective units and jointly of the common parts.

vi. Not to claim any right in any part of the Complex save as may be necessary, for ingress and egress of men, material, 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 allotted/granted.

vii. Not to claim any partition or sub division or the land of the said premises or the common parts of the said building and not to make any partition of the unit in smaller sizes by metes and bounds or making separates independent portion of the said unit.

viii. Not to claim any additional, proportionate undivided right in the said land in Case the Owners and / or the Developers does not construct the constructible area.

ix. To observe the rules framed by the Developer / owner and / or such body which may be entrusted in this behalf by the vendor regarding the manner of the use and enjoyment of the common parts and land . To undertake maintenance of the unit in question on respect of possession from the vendors/Developer. All liabilities in respect of the said unit from the date of the sale / possession would be that of that of the purchaser in respect of its maintenance keep accidental etc.

x. Not to damage the all of the premises in any whatsoever , the purchaser will only be use wooden plank for the purpose of interior decoration, let 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

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present setting of the unit. However the purchaser shall be allowed / permitted to colour and renovate their flats as and when required internally.

xi. Not to open any other window or ventilation in the premises in question other than the existing one.

6. That the purchaser has undertaken to pay and share the expenses of the complex proportionately with co- purchasers with respect to item stated in Schedule-F

SCHEDULE - "A"

(PARTICULARS OF THE LAND ON WHICH THE BUILDING IS CONSTRUCTED)

All that piece and parcel of Raiyati Land, situated at Mouza Narayanpur, Mouza No. 13, under Khatiyan No. 5, Plot Nos. 263,264,265, out of which measuring an area 10 Kathas or to say 16.5 decimals of land together with one Multi Storied residential building standing thereon commonly known as "Aarya Srijan" being butted and bounded as under;

North: 30 feet wide Road
South: Sri Mahabir Singh
East: 10 feet wide Road
West: House of Sri A Anand

SCHEDULE "B"

(Particulars of the property Sold)

All that Flat No., Containing super built up Area measuring Sq. Ft. in the Floor of the multistoried premises / Complex Commonly and popularly Known as "Aarya Srijan" along with undivided proportionate variable indivisible share in schedule "A" Land being constructed as demarcated in Red on the plan annexed hereto, being butted and bounded by :-

North: -
South: -
East: -
West: -

(ii) Car parking Space at the parking floor of the multi storied premises / Complex commonly and popularly Known as "Aarya Srijan" on the Schedule 'A' land.

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PARTICULARS OF FLAT

1. Whether Kucha or Pucca :- Pucca
2. If Pucca whether titled or reinforced concrete :- Reinforced concrete.
3. Number of Stories :- G + 4
4. Total Number of Flats in the Apartment :- 17 Nos.
5. Year of Construction :- Under Construction.
6. Brief description and nature sanitary electrical and other fittings in case of building and their equipment:- Standard
7. Carpet Area of Flat :-
8. Super Built up area of Flat :- Sq.ft.
9. Whether the building constructed is used as residential/commercial or industrial :- Residential
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:- Dec. & 20% respectively.
11. Cost of Flat (Super Built up area) :- Rs...../- only
12. Cost of proportionate undivided variable share of land - Dec (... Sq.ft.) - Rs...../- only.
13. Cost of reserve car parking space :- Rs...../-
14. Total Cost as per Govt. value Rs./- only (And Stamp duty paid on that amount).
15. Annual Rent of proportionate undivided variable share of land :-
16. The Map attached with the schedule shall be part of this sale deed

That the above mentioned schedule 'A' land does not come under Govt. Land, and neither comes under Adivashi Land, Govt. Bhudan Land and forest land and also does not

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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 M/s Aarya Developers and Builders in the manner as follows :-

Date	Cheque no.	Amount

TOTAL PAID AMOUNT:- Rs./-

SCHEDULE - 'D'

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. Common passage and lobby, ramp on the ground floor, exception car parking area
7. Tube well.
8. Water pump, Water tank, Water pipes and other common plumbing installation.
9. Transformers, electrical wiring, meters, generator and fittings excluding those area installed for any particular unit.
10. Drainage and sewers.
11. Pump House.
12. Such other common parts areas equipments 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 expressly to be the common parts but excluding the roof and / or terra and the open and covered car parking Space Area.

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SCHEDULE - 'E'

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 of supports or shelter and protection from the parts 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 water courses 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 subjacent or lateral support shelter or protection of the unit.

SCHEDULE - 'F'

(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 than one flat, main entrance, passage, landing and stair cases of the building leading to the respective units in the said building.

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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 be at 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.
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. MADA 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 nay other tax or payment will being demanded from Owner / Developer.

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

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WITNESSES:

1.

2.

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 printed by me as per draft supplied by the vendor

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