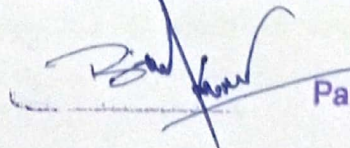


SALE DEED

THIS DEED OF SALE MADE and excluded on this ____ day of _____, Two Thousand _____ at Dhanbad by (1). **SRI TARA PADA MANDAL**, son of Late Hari Mandal, by faith-Hindu, by Caste-Suri, by occupation-Cultivation, resident of Dhaiya, Mandal Basti, P.O.- ISM & P.S. – Dhanbad, Dist. - Dhanbad, State - Jharkhand, (2). **SRI PRAHLAD MANDAL**, son of Late Baneshwar Mandal, by faith-Hindu, by Caste-Suri, by occupation-Business, resident of Koradih, Kolakushma, P.O.- K.G Ashram & P.S.–Saraidhela,Dist.-Dhanbad, State-Jharkhand and, hereinafter represented by his **DEVELOPER** as his power of Attorney Holder and hereinafter collectively referred to as "**VENDOR**" (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**. (The Vendor herein represented by his constituted attorney's **SRI MAHADEV MANDAL**, son of Late Atul Chandra Mandal, by faith - Hindu, by Caste - Suri, by occupation - Business, resident of New Doctor's Colony, P.O. - Jagjiwan Nagar, P.S. - Saraidhela, District - Dhanbad, State -

MS Swastik Infra Developers


Partner

Jharkhand vide Registered Power of Attorney No. 198, dated 24.06.2021, both registered at Dhanbad Sub-Registry Office, Dhanbad, State - Jharkhand (Indian Citizen).

M/S. SWASTIK INFRA DEVELOPERS, having its Reg. Office at Main Road, Saraidhela, P.O. & P.S. - Saraidhela, Dist. - Dhanbad, State - Jharkhand, represented by its Partner namely **SRI MAHADEV MANDAL**, S/o. Late Atul Chandra Mandal, by faith - Hindu, by Caste - Suri, by occupation - Business, resident of New Doctor's Colony, P.O. - Jagjiwan Nagar, P.S. - Saraidhela, Dist. - Dhanbad, State - Jharkhand, hereinafter called and referred to as the **DEVELOPER** (which expression shall, unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AADHAR No. - **4284 3869 5725**

PAN - **ACGFS1918R**

AND

IN FAVOUR OF

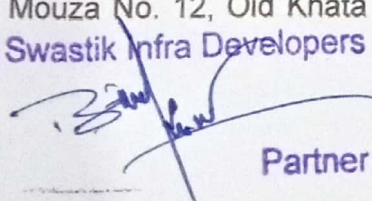
_____ hereinafter called and referred to as the **PURCHASER** (which expression shall, unless exclude by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns)

AADHAR No. - _____

PAN - _____

WHEREAS the Old Plot No. 257, New Plot No. -718, measuring an Area 67.50 decimals out of which 45 decimal of land within Mouza - kolakusma, Mouza No. 12, Old Khata No. 75, New Khata No. 301 has been

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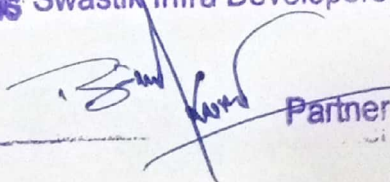
purchased vide Regd. Sale Deed No. 4495, dated 20.04.1951, purchased by Principal Own name, registered at Dhanbad Registry Office and Mutation Case No. 127(ii) 2015-2016 and paid rent under Thoka No. 6600, in Register-II vide Vol. No. 1, Page No. 301 in the name of _____

WHEREAS the Old Plot No. 257, New Plot No. - 718, measuring an Area 67.50 decimals out of which 45 decimal of land within Mouza – kolakusma, Mouza No. 8, Old Khata No. 75, New Khata No. 301 has been purchased vide Regd. Sale Deed No. 4495, dated 20.04.1951 in the name of _____, registered at Dhanbad Registry Office and mutated vide Mutation Case No. 127(II)2015-16 and whereas said _____ died leaving behind his son i.e. Vendor No. 4 and two others, as his legal heirs and they mutated their name vide Succession Mutation Case No. 127(ii) 2015-16 and paying rent for the name under Thoka No. 6600 and recorded in Register-II vide Volume No. 1 and Page No. 301 in the name of _____

WHEREAS, the Vendors entered into Development Agreements with Developer on 26.09.2020 with the M/s. Swastik Infra Developers, a Partnership Firm, represented through its Authorized Partner **SRI MAHADEV MANDAL**, S/o. Late Atul Chandra Mandal having its Reg. Office at Main Road, Saraidhela, P.O. & P.S. - Saraidhela, Dist. - Dhanbad, State - Jharkhand to construct a multistoried residential building over his aforesaid land and VENDORS have granted Power of Attorneys No. 198, dated 24.06.2021, both registered at Dhanbad Sub-Registry Office, Dhanbad, State - Jharkhand to the DEVELOPER empowering him to develop and sell the Developer's share of the Super Built Up Area with corresponding undivided share in the Schedule 'A' property; AND

WHEREAS, there under the DEVELOPER M/s. Swastik Infra Developers agreed to construct a multistoried commercial cum residential

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premises on the aforesaid land on the terms and conditions mutually agreed between them and recorded in the aforesaid development agreements; And

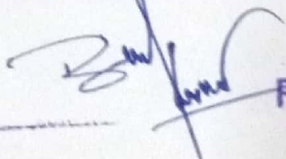
WHEREAS, **M/S. SWASTIK INFRA DEVELOPERS** is constructing a building or to say a multistoried premises on the Schedule "A" land in terms of the sanctioned Plans of the Mineral Area Development Authority vide its Santion Letter No. BD NO 543A/15-16, dated 19.06.2019 in House Building Case No. 940/15-16, dated 02.03.2016 and the said multistoried premises has come to known as "**SUNRISE APARTMENT**" and Vendors in lieu of the land provided for development the Land area of the constructed premises is the Schedule 'A' property.

Therefore, the Developer is the absolute owner of the Flat No. - _____ in the _____ FLOOR _____, measuring an _____ sq. Ft. of Super Built Up Area in the aforesaid "**SUNRISE APARTMENT**" more fully described in the Schedule "B" hereto on the ownership basis, And

WHEREAS, the Purchaser above named approached the Developer and expressed their desire to purchase a Flat in the _____ Floor being Flat No. - _____ and measuring an Area _____ sq. Ft. of Super Built Up Area in the aforesaid said "**SUNRISE APARTMENT**" 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 more fully described in the Schedule "B" hereto after proper inspection of the said Flat 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

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consideration of Rs. _____/- (_____) only on the terms and conditions mutually agreed between them.

NOW, THEREFORE THIS DEED OF SALE WITNESSES AS FOLLOWS :-

1. That in pursuance of the aforesaid agreement and in consideration of the total sum of Rs. _____/- (_____) only which has been paid by the purchaser(s) to the Vendor as per payment schedule mention in Schedule of this deed (the receipt of which sum is hereby acknowledge and admitted by the vendor) as per detail appearing in the memo of consideration appearing is Schedule "C" hereto and in consideration of the terms and conditions herein contained, the Developer absolutely and indefeasible grant, sell, convey, transfer as assigns their entire right, title, interest to in and over in **Flat No. - _____** in the _____ **Floor** of as "**SUNRISR APARTMENT**", a commercial cum residential complex, which is more fully described in the Schedule "B", Apartment, being constructed/ constructed on the Schedule "A" property, hereto together with utility right in common area details described in Schedule "D" also all claims demands, easements and other incidental rights belonging or appertain thereto more fully described in the Schedule "E" hereto the Purchaser to have and hold the same for all times to come free all encumbrances subject to the terms and conditions as per Sale Agreement and hereinafter appearing.
2. That the Vendor duly confirmed by the Developer, shall deliver possession of Schedule "B" property Apartment to the Purchaser placing Purchaser in joint possession of the Schedule "A" property.
3. That the Developer and Vendors both hereby covenant with the Purchaser that the Developer and Vendors is the owner of the

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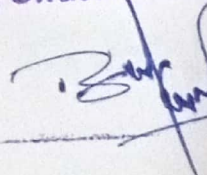
Schedule "A" land and the floor area sold herein and the same is in no manner encumbrance by way of mortgage etc. and the Purchaser has inspected all the documents regarding the title of the property and has fully satisfied himself about the title of the Developer/Vendors and quality of construction/size and being fully satisfied with the same has therefore purchased the same.

4. That the Developer hereby further covenant with the Purchaser that the Developer shall pay the annual ground rent 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, Service Tax, Municipal Tax etc. in respect of the Schedule "B" property hereby sold which become payable as from the onwards.
5. That Purchaser have full right to sell, let out, transfer the scheduled property conveyed by this deed.

**THE VENDOR AND THE DEVELOPER COVENANT
WITH THE PURCHASER AS FOLLOWS**

6. That the Purchaser herein shall be entitled to hold, posses and enjoy the Schedule "B" property, being entitled to the rights and subjected to the obligations specified herein below.
7. That the VENDORS herein is the sole and absolute owner of the Property hereby conveyed and they have the power to convey the undivided share hereby conveyed and that there is no impediment/s for this sale under any law/s, order/s, decree/s.

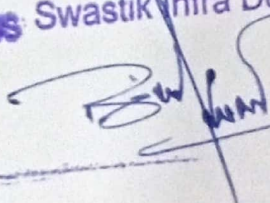
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8. That the-title of the VENDORS herein to the Property hereby conveyed is good, marketable and subsisting and the Property hereby conveyed is not subject to any encumbrance/s, lien/s, mortgage/s, minor claim/s, attachment/s, court/s and/or acquisition proceeding/s and/or charge/s of any kind.
9. That the VENDORS herein and the DEVELOPER herein have delivered a set of photocopies of the documents of title to the PURCHASER herein, as what is conveyed is only an undivided share.
10. That the VENDORS herein and the DEVELOPER herein will do and execute all act/s, deed/s and/or thing/s as may be required by the PURCHASER herein and at the cost of the PURCHASER herein, for more fully and perfectly assuring the title of the PURCHASER herein to the property hereby conveyed.
11. That the VENDORS and the DEVELOPER shall keep the PURCHASER fully indemnified and harmless against any action/s and/or proceeding/s, loss/es, or liability/is, cost/s and/or claim/s that may arise against the PURCHASER herein or the Property hereby conveyed, by reason of any defect in or want of title on the part of the VENDORS herein.
12. That while conveying any share in the Schedule "A" Property to others, the VENDOR and the DEVELOPER shall not confer on such Transferee/s, any right/s which is/are reserved for or conferred on the PURCHASER herein, nor shall omit or exclude in the case of such other. Transferee/s, any obligation/s which is/are required to be performed or shared by the PURCHASERS herein, as below.


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13. The VENDORS/DEVELOPER shall put the PURCHASER in possession of the Schedule "B" Apartment only after full and final payment as per Schedule "C" failing which this deed shall become null and void.
14. The Vendor/Developer covenants with the BUYER that the construction of said Building (and the said Flat) shall be completed by the time agreed between the Developer and Purchasers as per Sale Agreement and that the time for completion shall be deemed to have been extended in the event of non-availability, of building materials, or delay in the receipt of installments of the consideration amount from the BUYER of the other Flats and/or delay due to Force Major Clause, as provided herein, in the Vendor/Builder is not able to give the possession of the said Flat to the BUYER. On the above account of any reasonable cause. The BUYER may not be entitled to any damage, whatsoever, but she shall be entitled to receive back the entire money paid by her to the vendor/Developer and all the terms and conditions of said Sale Agreement shall be treated as part of this deed.
15. 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.

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- iii. Not to cause any nuisance or annoyance to the Co-purchasers and/or occupants of other portioned the Complex.
- iv. Not to use or allow to be used the said unit for the purpose other than for quiet and decent purposes for which sold.
- v. Not to decorate or paint or otherwise alter the exterior of the said unit or common parts of the Complex in any manner save in accordance with the general Schedule thereof as is or may be specified by the DEVELOPER.
- vi. 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.
- vii. 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 fines, 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 granted.
- viii. Not to obstruct in any manner the VENDORS or the DEVELOPER or other persons permitted by the VENDORS and/or DEVELOPER in raising further stories or making other constructions or transferring any right in or on the land or building or other units of the said Complex or parking space. Not to store or heavy articles which may injure or damage any structures and/or flooring or stairs or portions of the said Complex.

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- ix. Not to display or affix any neon-sign, or sign board or any other wall of the building of the unit or the common parts save to affixation of the name plate containing the name of purchaser at the place specified from time to time by the DEVELOPER.
- x. 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.
- xi. Not to claim any additional, proportionate undivided right in the said land in case the VENDORS and/or the DEVELOPER does not construct the constructive area.
- xii. Not to claim any of user of common or otherwise ever or in respect of the terrace/roof of any nature whatsoever and the said terrace/roof shall always be at the exclusive disposal of the VENDORS/ DEVELOPER as owned exclusively and absolute property with right of making further construction thereon according lo the plan that may be sanctioned and purchaser convents not to raise any objection/claim/ impediment/hindrance in the said further construction being made at any time.
- xiii. Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced by reasons of the VENDORS and/or DEVELOPER constructing in excess of the area now intended and/or agreed to be constructed on the said land and not to obstruct or raise any objection nature whatsoever to such construction or any portion thereof.
- xiv. To observe the rules framed by the DEVELOPER/VENDORS and/or such body which may be entrusted in -this behalf by the VENDOR/

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DEVELOPER regarding the manner of the use and enjoyment of the common parts and land. To undertake maintenance of the unit in question in respect of possession from the DEVELOPER. All liabilities in respect of the said unit from the date of the sale/possession would be that of that of the PURCHASERS in respect of its maintenance keep accidental etc.

- xv. 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 present setting of the unit.
- xvi. Not to open any other window or ventilation in the premises in question.
16. 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)

All that piece and parcel of RAIYATI land situated in **MOUZA – KOLAKUHMA**, Mouza No. 12 within CHOWKI, Sadar Sub-Registry Office, Dhanbad, Dist. - Dhanbad within Mouza -Kolakushma, appertaining to Old Khata No. 75, New Khata No. 301, Old Plot No. 257, New Plot No. 718, Area 67.50 decimals out of which 45 decimal of land, with a Multistoried Building standing thereon commonly known as "**SUNRISE APARTMENT**" a Commercial cum Residential Apartment, Land situated at Main Road, Ward No. - _____, Holding No. - _____

The of land being butted and bounded as under :-

North :- _____
South :- _____
East :- _____

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West :- _____

SCHEDULE - "B"

(Particulars of the property Sold)

All that Flat No. - _____, containing a Super Built Up Area or Gross Area of _____ sq.ft. and in the _____ FLOOR **with one car parking space** of the multistoried premises/complex commonly and popularly known as "**SUNRISE APARTMENT**" Apartment, alongwith undivided proportionate variable indivisible share in Schedule "A" Land being constructed as demarcated in Red on the plan annexed hereto, butted and bounded as follows :-

North :- _____

South :- _____

East :- _____

West :- _____

SCHEDULE "C"

PAYMENT DETAIL

<u>Sl. No.</u>	<u>Cash/NEFT/Cheque No.</u>	<u>Dated</u>	<u>Amount</u>
1.			
2.			
3.			
4.			
5.			

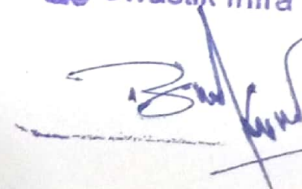
And the remaining Rs. as per the construction. This Deed is deemed valid after the full payment is recovered from the Purchaser.

SCHEDULE - "D"

COMMON AREAS

1. Stair case on all the floors.

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2. Stair case landing and lift landing on all floor.
3. Life 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 Sub-station electrical wiring, meters, generator and fittings excluding those that area installed for any particular unit.
10. Drainage and sewers.
11. Pump House.
12. Such other common parts areas equipment's 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.

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.

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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 then one flat, 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 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, 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.
4. 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.
5. All other expenses, if any incurred by the owners for the maintenance and proper convenient and running of the said building.
6. Cost of installation and maintenance of the fire, safety, devices would be responsibly of the Flat / unit owners on pro-rate sharing basis.

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7. Liabilities arising out of any accident in course of maintenance of the complex would be (hat of all Flat / unit Owner and not of builder.
8. 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.

That the Developer shall take Completion/No Objection Certificate from MADA, Dhanbad, before handing over the possession of the Schedule "B" flat to the purchaser, or to say after completion of the building.

9. That, as per rate fixed by the Jharkhand Government, the Stamp Duty and Registration Fees pay for Rs./- (Rupees) only.

SCHEDULE - "G"

Valuation of Flat	:-
Valuation of Land	:-
Valuation of Parking Space	:-
Total Cost of Flat, Land & Parking	:-

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

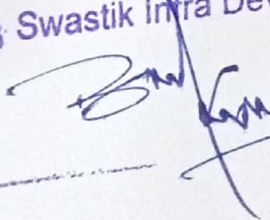
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Partner

PARTICULARS OF THE FLAT

1. Whether Kucha or Pucca - Pucca
2. If Pucca whether Tiled or Reinforced Concrete - Reinforced Concrete
3. Number of Stories - B+G+4
4. Total Number of Flats in the Apartment - 40
5. Year of Construction - 2020-23 (Under Construction)
6. Brief description and nature sanitary electricity and other fittings in case of building and their equipment - Good quality of sanitary and electrical fittings
7. Carpet Area of Flat - N/A
8. Super Built Up Area of Flat -
9. Whether the building construction is used a Residential/Commercial or Industrial - Residential
10. (i) If on rent, the amount of annual rent - N/A
(ii) Built Up Area of Flat - N/A
(iii) Proportionate share of undivided area of land and percentage of undivided interest - (..... sq.ft. or to say dec.)
11. Cost of Flat (Super Built Up Area) -
12. Cost of proportionate undivided share of land (..... sq.ft. or to say dec.) -
13. Cost of Reserve Car Parking Space -
14. Annual Rent of proportionate undivided share of land - TOTAL COST - _____
- Rs. .../-
15. The map attached with the Schedule shall be part of this sale deed. - Yes

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Partner

PHOTOGRAPH AND FINGER PRINTS OF THE PURCHASER :-

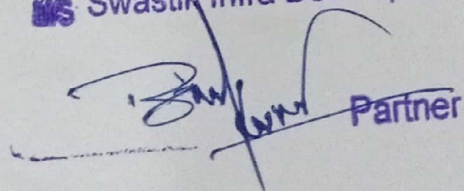
WITNESSES

1.

2.

Certified that the finger prints of the left hand of each person, whose photographs is affixed in the document, have been obtained before me, prepared in my office as per draft supplied by the parties :-

 Swastik Infra Developers

 Partner