

SALE AGREEMENT

THIS SALE DEED OF CONVEYANCE IS MADE ON THE DAY OF
2022 AT RANCHI, BY AND BETWEEN:

M/s. NEXXGEN LIFESPACES., (PAN:- AARFN5962H), a Private Ltd. Company incorporated under Indian Companies Act 2013, having its Registered Office at WORKER FLAT NO- 468,BARIDH MARKET, OUTER ROAD, SIDHGORA ,EAST SINGHBHUM, JAMSHEDPUR -831017, JHARKHAND represented by its partner **MR. GAJENDRA PANDEY** (UID No.: -5659 4114 2091), Son of Sri Dhanjee Pandey, by faith - Hindu, by Caste Brahmin, by Occupation Business, Nationality - Indian, resident of 382B, Road No. 4C, Ashok Nagar, Ranchi, District Ranchi, Jharkhand, hereinafter called the FIRST PARTY (which expression shall unless, excluded by or repugnant to the context, mean and include his/theirs/its heirs, successors & successors-in-office, executors, administrators, legal representatives, nominees and assigns)of the **One Part**;

AND

....., Son of, by faith- Hindu, by caste - Hindu by Occupation, Nationality - Indian, resident of hereinafter called the SECOND PARTY MEMBER /FLAT BUYER (which expression shall unless, excluded by or repugnant to the context, mean and include her heirs, successors & successors-in-office, executors, administrators, legal representatives, nominees and assigns)of the **Other Part**;

CONSIDERATION AMOUNT : Rs. /- (Rupees) only.

WHEREAS, the First Party member is Private Ltd. Company incorporated under Indian Companies Act 2013, its deal with promoting, developing, builder ship etc.

WHEREAS, the said First party member own and possesses, all that piece and Parcel of total land measuring 11320 Sq.ft. i.e. 26 Decimals, being in portion of R.S. Plot no - 639 , recorded under R.S. Khata No. 124 respectively, corresponding to sub Plot No. 639/part, recorded under of Mouza - Tipudana, Thana No. 267, P.S.

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Hatia(Tipudana), Town Ranchi, District -ranchi, referred as entire landed property, morefully described in Schedule 'A' below ;

AND WHEREAS, the land owners namely **SACHINDANAND DUBEY** are the absolute owner of all that piece and Parcel of land measuring 5662.8 Sq.ft. or 13 Decimals out of Total land measuring 11325.6 Sq.ft. or 26 Decimals, being in portion of R.S. Plot No. 639, recorded under R.S. Khata No. 124, corresponding to sub Plot No. 639/part, recorded of Mouza - TIPUDANA, Thana No. 267, P.S. Hatia(TIPUDANA), District- Ranchi, Jharkhand.

AND WHEREAS, similarly the land owner namely **SITARAM DUBEY** is the sole and absolute owner of all that piece and Parcel of land measuring 5662.8 Sq.ft or 13 Decimals out of Total land measuring 11325.6 Sq.ft. or 26 Decimals, being in portion of R.S. Plot No. 639, recorded under R.S. Khata No. 124, corresponding to sub Plot No. 639/part, recorded of Mouza - TIPUDANA, Thana No. 267, P.S. Hatia(TIPUDANA), District- Ranchi, Jharkhand.

AND WHEREAS, the first Party entered into a development agreement with the land owners **SACHCHIDANAND DUBEY, and SITARAM DUBEY**, by means of registered Development Agreement, bearing Deed No. 2021/RNC/1736/1623, dated 18/08/2021, registered at District Sub Registry Office RANCHI, in favour of first part member i.e. **M/s. NEXXGEN LIFESPACES**, with respect to the lands, fully described in the schedule 'A' below, on such terms more particularly described therein.

AND WHEREAS, as per the said Registered development agreement/s and to construct the multistoried building/s over the said land, the aforesaid Builder/first party member obtained the necessary permission from the R.M.C, RANCHI through vide Building Permit No. RMC/BP/00239/W53/2021, Dated 23.07.2021 and also obtained JHRERA certificate from its competent authority vide Regd. No., and also got other approval from other authorities thereafter the., **M/s. NEXXGEN LIFESPACES**, has constructed the multistoried building/s consisting of flats, parking space etc., over the said land as per the approved building plan/s, under its project known as **"BALESHWAR REGENCY"**;

AND WHEREAS, the first party advertised for sale of the proposed residential flats and parking space under construction within the said multi-storied building;

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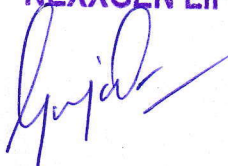
AND WHEREAS, the purchaser / second party above named having come to know the intention of the First party / Seller, had approached and requested to the seller to purchase one residential flat bearing Flat No....., on the, admeasuring Sq.ft. super built up area & Carpet area of Aroundsq. ft of the building Known as "BALESHWAR REGENCY", including one CAR parking space and proportionate undivided share over the land morefully described in the Schedule 'B' below for a total consideration amount of Rs./- (Rupees) only and accordingly both the parties (i.e. Seller and Purchaser) have entered in to an agreement for Sale for the same to avoid all legal complication, disputes and misunderstanding of any kind of nature, if any between the parties including their heirs in future.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That, the First Party member agreed to sell the schedule 'B' flat and declared in open market and the second party member intend to purchase the same and the consideration amount for the said flat premises, bearing Flat No....., on the floor, measuring approximately..... Sq.ft. (more or less) Super built up area within the multistoried building known as " **BALESHWAR REGENCY**" including one car parking space in parking area, have been fixed by the first party and second party for total consideration amount of Rs./- (Rupees) only excluding GST or whatever tax/levy imposed by central Govt./State Govt./Local bodies and the second party member agreed to purchase the same.

2. That the total consideration amount of the flat has been fixed for the said flat premises for Rs./- (Rupees) only excluding GST or whatever tax/levy imposed by central Govt./State Govt./Local bodies including all amenities together with Lift and one car parking space and out of said amount the second party has paid an initial booking amount of Rs...../- (Rupees) only by cheque/Transfer/RTGS/NEFT, for which the first party has issued a valid receipt thereof as a token of being accepted the aforesaid earnest money and the rest balance amount shall paid by the second party member till handover the schedule below flat as per payment schedule attached herewith.

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3. That after receiving the full and final consideration amount from the second party member, first party member will delivered the physical possession of the said flat premises to the second party. The project completion period shall be within 36 months from the start of construction work, Be it noted that if the construction is delayed due to act of God, natural calamities, riot, etc. which are beyond the control or reach of the human beings, for such delayed, the Developer/builder will not liable for the such delayed,

4. That the Second party will have to abide by the terms and conditions lawfully fixed from time to time by the first party.

5. That if any other tax payable at present or in future by any order/act of registration of Central/state Government or other authority/authorities shall be paid by the Second Party over and above the agreed cost.

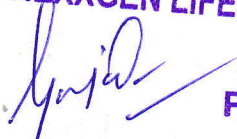
6. That after hand over of the Unit the Flat Owners will pay maintenance of common services like Water supply, Electricity charges, maintenance service, sewerage, security, lift, Generator Services etc. to its authority concerns, The charges as fixed from time to time by the Association of the Flat Owners shall be binding on all allottees and shall be borne by them, including roof/terrace and vacant portion also, if any.

7. That the Second Party shall pay the extra charges for any addition, alteration, design, fittings, other than the specification, attached herewith.

8. That payment of Municipal Tax, rent, levy, royalty on land or any other charges the Second Party shall pay proportionate rent, municipal charges or any other charges after receipt of possession letter of such premises from the first party/Builder.

9. That the first party/ builder and promoter shall handover the such residential flat & parking, so booked after receiving the consideration of Rs...../- (Rupees) only + GST or any other taxes which is levied by government from time to time.

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10. that the second party shall not demolish or cause to be demolished the said residential flat/ parking or any part thereof nor shall make any alteration or modification in such a manner so as to damage.
11. That the first party members have not sold, gifted or transferred the aforesaid property to anybody, neither he has been entered into any agreement for the same with anybody else previously. The property in question is free from all kinds of encumbrances. If it is so found in future, it will be null and void.
13. That the Second party shall use the premises for residential purposes but shall not convert the flat into an Industrial Unit or animal husbandry.
14. That the residential flat/ parking space owner of any buyer/owners including the second party, other occupants etc, shall not encroach or trespass or block the common place or stair case etc. but same shall remain open from the \free moment of all the buyers and occupants of the complex.
15. That only after the receipt of full amounts, installments dues extra work if any, the proposed flat. Parking shall be delivered to the second party and thereafter shall be registered in the favour of the second party through proper registered Sale Deed.
16. That the Second Party shall bear all the cost of execution and registration of Sale Deed in his favour on payment of full consideration.
17. That if any misunderstanding arise or any dispute arise between the parties then the court having original jurisdiction in the town of Jamshedpur only and same will be decided by the court.
18. That the terms and conditions of this agreement shall be binding on all the parties including their heirs successors.
- 22 That the PURCHASER/S gets his/her/their complete address registered with the DEVELOPER as mentioned below and it shall be her/his /their responsibility to inform the DEVELOPER by registered A/D post about all subsequent changes if

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any in her/his /their address, failing which all notices and letters posted at the first registered address will be deemed to have been received by him on the Fourth day of the date, the same has been delivered for dispatch to the postal authorities and the PURCHASER/S shall be responsible for any default in payment and other consequences that might occur there from.

PURCHASER/S' address is as follows:-

.....
23. That the PURCHASER/S intends to introduce a nominee and as such he/she/they registers complete details of the nominee with the DEVELOPER as below: -

A.....)

24. That in case of delay in payment by the PURCHASER/S of any amount herein the PURCHASER/S shall be without prejudice to the other right of the DEVELOPER, also liable to pay interest at 2% per month on such amount due. The due date shall be as per schedule- C of this presents.

SPECIFICATION

1. **STURCTURE:** Structure Designed by second party's authorized architecture/consultant.
2. **INTERNAL FINISH:** Internal wall and ceiling surfaces will be pop over cement plaster and to be finished with a coat of Distemper over wall pop.
3. **EXTERNAL FINISH:** External wall surfaces to be finished with Exterior paint over wall putty/putty wash.
4. **FLOORING/SKIRTING:** Drawing cum Dining room to be finished with Vitrified Tiles flooring. Kitchen and toilet to be finished with ceramic tiles All bedrooms passage and balcony finished with Normal Tiles flooring. Staircase including common passage to be finished with Marble/Tiles/kota stone etc.
5. **ALL DOORS:** All doors and frames will have wooden/MS Sheet/Angel frame and flush door shutter with anodized C.P. fittings and hinges.
6. **WINDOWS AND VENTILATORS:** Aluminum windows and ventilators supported by bar grill.
7. **KITCHEN FINISHING:** RCC/kadapa raised cooking platform with marble top and tiles up to 2 feet height.
8. **TOILET FINISHING:** Toilet walls will be finished with glazed tiles with necessary bath fittings.
9. **ELECTRICAL FITTINGS:** Each flat to have one AC point, kitchen and dinning to have power point refrigerator . All the toilets to have 15 amp power point for geyser.

10. **WATER SUPPLY**: Uninterrupted water supply by boring from underground tank to over head tank through pump.
11. **ELECTRICAL POWER SUPPLY**: Electrical supply by DVC electricity
12. **SEWAGE DISPOSAL**: Sewage disposal system by safety tank.
13. **TV / CABLE POINT** : Each unit to be provided with a TV /CABLE point (not connection).
14. **TELEPHONE** : One telephone point (not connection) will be provided in each flat.
15. **DRAINAGE** : Suitable underground drainage system will be provided around the apartment.
16. **ELEVATOR** : Apartment will be provided with branded elevator.

Note : All sizes, specifications, layout etc., are subject to variation/ addition/ alteration as directed by Second party.

That the multistoried building consisting of several residential flats, parking/s etc., with all advantages, services, and other facilities being provided therein, constructed over the Schedule 'A' below holding. and the entire multistoried premises shall be Known as "TRIVENI HARINANDAN REGENCY "

SCHEDULE 'A'

ALL THAT piece and Parcel of land measuring i.e. 13 Decimals + 13 Decimals i.e. total land measuring 11325.6 Sq.ft. i.e. 26 Decimals, being in portion of R.S. Plot No. 639, recorded under R.S. Khata No. 124, corresponding to sub Plot No. 639/part, recorded of Mouza – TIPUDANA, Thana No. 267, P.S. Hatia(TIPUDANA), District-Ranchi, Jharkhand. (all portion of land is adjacent to each other) being in portion District Sub Registry Office-ranchi, compact boundary as follows:

North : R.S- PLOT NO. 638.
South : 20 FEET WIDE ROAD.
East : R.S PLOT NO.651
West : Part of Plot No. 639(Rajendra Dubey)

SCHEDULE 'B'

(Description of Flat premises proposed to be sold to the second party)

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ALL THAT One Residential Flat, bearing **Flat No.** on the **Floor**, having its super built – up Area **Sq.ft.** and carpet area Approx sq.ft, consisting of Bed Rooms, One Drawing-Cum- Dining, Balconies,..... Toilet-Bathroom, One kitchen, etc., within “BALESHWAR REGENCY” and including one car parking space in the Basement/Ground floor of the said apartment together with undivided proportionate share of land, over the Schedule ‘A’ premises, which is bounded by :-

NORTH BY :-

SOUTH BY :-

EAST BY :-

WEST BY :-

SCHEDULE-C

PART-1

TOTAL COST OF THE FLAT ALLOTTED

DEVELOPMENT CHARGES :3,25,000.00.....A

BASIC COST OF FLAT :RsB

GST :Rs..... ..C

TOTAL COST OF FLAT (A)+(B)+(C) :Rs...../-
(RS.....) only

PART-II

Total Cost of the flat/s units with undivided share of land and car parking space payable in installment in the following manner:-

- 1) Initial Booking Amount RS.2,51,000.00
- 2) Upon completion of foundation
 (Before Casting of 1st slab) 15%
- 3) Upon completion of 1st floor

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(Before Casting of 2nd slab)	15%
4) Upon completion of 2nd floor	
(Before Casting of 3rd slab)	15%
5) Upon completion of 3rd floor	
(Before Casting of 4th slab)	15%
6) Upon completion of 4th floor	
(Before Casting of 5th slab)	10%
7) Upon completion of brick work	
(Before completion of cement plaster)	10%
8) Upon completion of plaster work	10%
9) Before 15days the time of possession	Balance

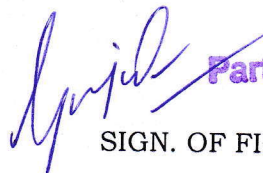
Apart from above the PURCHASER/S shall also liable to pay any other any taxes which will be applicable time to time under the law as per government law.

IN WITNESS WHEREOF the parties have put their respective signatures on this Agreement today at Jamshedpur in presence of the witness.

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WITNESSES:

1.

 **Partner**

SIGN. OF FIRST PARTY/ BUILDER.

2.

SIGN. OF SECOND PARTY MEMBER/ BUYER