

--	--	--	--	--

Left
Thumb

Left
Index

Left
Middle

Left
Ring

Left
Little

Left Thumb	Left Index	Left Middle	Left Ring	Left Little

THIS DEED OF ABSOLUTE SALE is madeon this the day of,
2022 at Ranchi;

BETWEEN

..... (PAN No.), a partnership
concern, having its office at, represented
through its partner **SRI** (**Aadhar No.**
.....) (**Mobile No.**) (**date of birth-**
.....), son of and grandson of
....., by caste General (Don't come under CNT Act, 1908), by
occupation Business, by faith Hindu, resident
....., Jharkhand, Indian Citizen(hereinafter
called the "**VENDOR cumDEVELOPER**") of the **FIRST PART**;

AND

SRI (PAN No.) (**Aadhar No.**
.....) (**Mobile No.**) (**Date of Birth**
.....), son of and grandson of,
by occupation Business, by caste General

(Did not come under CNT Act, 1908), by faith Hindu, resident ofJharkhand, Indian Citizen (hereinafter called the “PURCHASER”) of the **SECOND PART**;

The terms the “**VENDOR cum DEVELOPER**” and the “**PURCHASER**” shall unless repugnant to the context or excluded by these presents, mean and include their respective heirs, legal representatives, executors, administrators, successors-in-interest and assigns.

WHEREAS, the land being R.S. Plot No.... alongwith other plots of Khata No. .. of Village, Thana Ranchi, Thana No., District Ranchi was recorded in R.S. Records of right in the name of Smt.;

AND WHEREAS, a portion of land having an area Acre out of R.S. Plot No....., under Khata No..... of Village, Thana Ranchi, Thana No., District Ranchi was sold to by virtue of a sale deed no. for the year and put him in possession over the same;

AND WHEREAS, the aforesaid the Landowner namely through its Director entered into a Development Agreement on with through its Partners for development and construction of Multi Storied Building namely in Blocks of residential Buildings known as Block-1 and Block-2 over the land having total area ... Kathas being portion of R.S. Plot No., Marked as sub plot no....., under Khata No. situated at Village Hehal, Thana, Thana No., District Ranchi by virtue of a registered deed of development agreement being Deed No., dated, entered in book no..., volume no., at pages .. to, for the year of the office of District Sub Registrar, Ranchi;

AND WHEREAS, the Developer is also agreed to construct and develop multi-storied building complex in Two Blocks on and over the land described in “**Schedule-A**” below and a map/plan sanctioned by the R.M.C., Ranchi vide and the Developer have constructed a Multi-storied building on and over the said land as per the Map/plan sanctioned by the R.M.C., Ranchi;

AND WHEREAS a multi storied building complex has been constructed on and over the land described in “**Schedule-A**” below which is commonly and popularly known as “.....” at present comprised within Municipal ward no.... of Ranchi Municipal Corporation, Ranchi;

AND WHEREAS as per the registered Development Agreement, the share has been divided between the LAND OWNER and the DEVELOPER, the property described in Schedule-B below along with other units has come in the share of the VENDOR cum DEVELOPER hereto and as per Section 5 of the Jharkhand Apartment (Flat) Ownership Act, 2011, the Developer is sole entitled to execute and register sale deed to the prospective PURCHASER(s) with regard of their shares in the aforesaid multi storied building;

AND WHEREAS, in terms of Agreement to Sale dated executed by and between the **DEVELOPER** through its **Partners** of the One Part and the **PURCHASER** of the another part, the **DEVELOPER** offered to sale and the **PURCHASER** agreed to purchase the same out of the **DEVELOPER'S Allocation**, free from all encumbrances, One Residential Flat/dwelling unit bearing **Flat No., having Super Built Up Area Sq. Ft. in the Floor in Block-.... and Car Parking space in the Basement Floor** of multi storied building namely “.....” situated at Village, P.S., Thana no., District Ranchi more fully described in **Schedule-B** together with the common parts, common amenities and common convenience relating thereto and also together with Sq. Ft. of undivided proportionate share in the land in the **Schedule-A** for a total consideration of **Rs./- (Rupees)**only;

AND WHEREAS, prior to entering into the agreement aforesaid, the **PURCHASER** has inspected documents of title of ‘**the Said Property**’ and has also seen approved the said plan and have having satisfied himself about the same have agreed to acquire on ownership basis the above premises in **Schedule-B**;

AND WHEREAS, the **VENDOR cum DEVELOPER** hereby declare that ‘**The Said Property**’ in the **Schedule-A** and the premises in the **Schedule-B** below are free from all encumbrances and liabilities.

NOW THIS INDENTURE WITNESSETH as follows:

1. In consideration of the sum of **Rs./- (Rupees)** only paid by the **PURCHASER** to the **VENDOR cum DEVELOPER**, receipt of which amount the **VENDOR cum DEVELOPER** do hereby acknowledge, the said **VENDOR cum DEVELOPER** in accordance with the undertakings and covenants contained in the Agreement do hereby convey, transfer and assign UNTO the **PURCHASER**, free from all encumbrances, charges and liens, **Flat no.**

....., **having Super Built Up AreaSq. Ft. in the Floor in Block-... and One Car Parking space in the Basement Floor** of multi storied building namely “.....” situated at Village, P.S., Thana No., District Ranchi, more fully described in **Schedule B** below with sq. ft. undivided proportionate share in the land in **Schedule A** and also proportionate share of common spaces of the said building **TO HAVE AND TO HOLD** the property hereby conveyed to the **PURCHASER** absolutely and forever.

2. That the **PURCHASER**, immediately after execution and registration of this deed, shall be entitled to get the premises in **Schedule B** below in their names in all public land records and pay the taxes and other payables to the authorities concerned in their names and obtain appropriate receipts for the same.
3. The **PURCHASER** shall be liable to pay and contribute in proportion to the covered area of the flat and floor area of the car parking space hereby conveyed towards payment of Municipal rates, taxes, service charges, and other outgoings payable in respect of the premises to the concerned authority.
4. The **PURCHASER** shall also be liable to pay and contribute towards the ground rent (Malgujari) payable to the State of Jharkhand for the land in **Schedule A** in proportion to their undivided proportionate share in the said land.
5. Depending upon the circumstances, the statutory dues may be paid by the **PURCHASER** directly to the statutory authority or if the Management Committee of the Flat Owners’/Unit Owners’ Association functions and has made arrangements then such statutory dues may be paid through the said Managing Committee.
6. The **PURCHASER** shall has the full proprietary rights and will be at liberty to sell, transfer, mortgage, lease, gift or otherwise deal with the said flat/dwelling unit and the car parking space **PROVIDED** the **PURCHASER** shall not be entitled to demolish or commit waste in respect of the land, flat, car parking space or do or allow anything to be done in the said flat and the car parking space to affect prejudicially the other occupiers of the said building or to affect the basic structures of the main buildings. Outer elevation of the building shall not be changed at under any circumstance and Air Conditioner(s) outdoor unit shall be fixed at the space provided by the Developer.
7. **‘The Said Land’** whereon the said buildings have been constructed, the common passages, spaces, lobbies, corridors and all kinds of amenities shall

remain joint and attached for the benefit of the all occupiers of the said building for all times.

8. This indenture and conveyance herein made are subject to the terms and conditions, covenants and restrictions contained in the Agreement for Sale of the premises in **Schedule-B** and subject to the law applicable to the said building and/or the said unit.
9. In the interest of the safety, preservation and maintenance of installations or repairs of the common mechanical or electrical services of the building, the representatives of the Association shall, as and when required, have the right to enter in the premises in **Schedule-B**.
10. The parties hereto agree that at any time as and when required, for the safety and security of “.....”, the multi-storied buildings being constructed upon ‘**the Said Land**’ shall be enclosed with pucca **boundary wall** .
11. That in case of natural calamity or distraction of the building in future, the building may be reconstructed jointly by all the co-Owners/PURCHASER as per their share in the **schedule-B** property.
12. It is agreed, understood and declared that the LAND OWNER and the DEVELOPER shall retain the roof right of the top terrace floor.
13. That the PURCHASER shall not to claim any right, title and interest in the roof of the building.

The **PURCHASER**, with intention to bring all persons into whomever hands the said premises may come, does hereby covenant with the **VENDOR** as follows:-

- (a) To maintain the said premises at his/her/their own costs, in good tenantable repair and condition from the date of possession of the same and shall not do or suffer to be done anything in or to the said building in which the said premises are situated or the common spaces 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/alter or make addition in or to the building in which the said premises is situated or the said premises or any part thereof.
- (b) Not to damage the construction or structure of the building by storing of goods which is objected to by local authority or any authority.
- (c) To permit the **VENDOR** cum **DEVELOPER** or their staff or agents with or without workmen and others of the Flat/dwelling unit Owners’ Association

at all reasonable time to view and examine the state and condition of the premises.

- (d) Not to use the said premises or permit the same to be used for any purpose whatsoever, other than the flat/unit for residential purpose and the car parking space for parking purpose, as the case may be, nor shall he/she, the **PURCHASER** use and utilise his/her/their unit that may cause nuisance or annoyance to occupiers of other premises nor for any **illegal or immoral** purpose.
- (e) No commercial activities or businesses like **coaching institutes etc.** shall be carried from the premises in **Schedule-B** below.
- (f) To pay taxes, duties, levies, surcharges etc. levied either by the State Government or by the Central Government or jointly by them currently or in future on full or part of the flat or on his/her undivided proportionate share in the land.
- (g) Simultaneously with the execution of this conveyance, the **PURCHASER** has paid applicable GST/Service Tax upon the consideration amount to the **DEVELOPER**.
- (h) To bear and pay his/her/their share/contribution of local taxes (malguzari and Holding Tax etc.), water charges, insurance premium for the Main Building, Electricity Bills/charges/Electricity Connection Charges and other proportionate to their share along with other co-owners of other flats/dwelling units in the **'BLOCK-1'** imposed by Local Authorities/Government and /or Public Authority and determined and fixed by the Owners'/Co-Owners' Association or Condominium of**OWNERS**.
- (i) Not to demand partition of his/her/their interest in **'The Said Property'** and/or the building/s it being hereby agreed and declared by the **PURCHASER** that his/her/their interest in the land and building is **indivisible**.
- (j) To bear and pay increase in local taxes, water and electric charges, insurance and such other levies, if any, which are imposed by the concerned local authorities and/or other public authority.
- (k) Not to use the said flat for any **immoral or illegal** purpose or for storing any inflammable, combustible or hazardous goods or articles and shall not bring in the said flat or in the car parking space any item of whatever nature which might cause harm to other occupiers of the said building.

(1) That the **VENDOR** cum **DEVELOPER** have passes over the GST Input Credit to the **PURCHASER** within consideration amount of property.

The **VENDOR** and the **PURCHASER** covenant with each other as follows:

1. Save and except in respect of the undivided proportionate share or interest in “**the Said Land**” and save and except the rights in the said flat/units, the easements, quasi easements, benefits, privileges and advantages in common to be conferred or granted by or under the conveyance to be executed and registered by the **VENDOR** in his favour, the **PURCHASER** shall has no claim or right of any nature in the other flats, floor spaces, spaces and areas of the said property and/or said building adjoining above or beneath of his/her/their flat.
2. In all matters relating to or connected with the common use, control, enjoyment, management and maintenance of the common parts by the **PURCHASER** and other Co-**PURCHASER**, the **PURCHASER** agree and covenants to pay in advance the proportionate share of the recurring expenses and charges as and when the same becomes due.
3. The **PURCHASER** shall pay a sum of Rs...../- (Rupees) only to the **Developer** calculated @ Rs. per sq. ft. of the super built area of the apartment purchased by the **PURCHASER**. The **DEVELOPER** undertakes to transfer the above fund to the Account of the Association/ Society at the earliest. The above Fund is being created as **Corpus Fund** to take care of the long term capital maintenance cost of the building.
4. The **PURCHASER** further agree that the **DEVELOPER** shall, with the prior approval of the **VENDOR** and as per the revised plan sanctioned by Ranchi Municipal Corporation, Ranchi, also be free and entitled to make additions (vertical or horizontal) in the Two Blocks of the existing buildings, namely ‘**MAY FAIR APARTMENT**’ to which the **PURCHASER** shall have no objection whatsoever.

SCHEDULE A

ALL THAT PIECE AND PARCEL of land having an area ... Kathas out of R.S. Plot No. ..., marked as sub plot no....., under Khata No. situated at Village, Thana, Thana no., District Ranchi with structure bearing Municipal Holding No....., new holding no., of old Ward no., New Ward no. of Ranchi Municipal Corporation, Ranchi and butted and bounded is as follows:

NORTH :
SOUTH :
EAST :

WEST :

SCHEDULE-B

(Details of the premises being sold to the PURCHASER)

All that **OneFlat** being Flat No., having Super Built Up Area Sq. Ft. in the Floor in Block.... and Car Parking space in the Floor of multi storied building namely “.....” situated at Village, P.S., Thana No., District Ranchi alongwith sq. ft. equivalent to Decimal undivided proportionate share in the land in **Schedule A property above**. More fully and particularly shown in **RED WASH** in the map annexed hereto.

Particulars being furnished in case of building:-

1.	Whether kutchha or pucca ?	Pucca
2.	If pucca, whether tiled or reinforced concrete ?	Reinforced
3.	Number of Stories in Two Blocks	
4.	Plinth area of each floor or area of Flat No..... in the Floor of Block-....	
5.	The year of Construction	
6.	A brief description of nature of sanitary, electrical & other fittings in the building & their quality	Standard
7.	Area where the building is constructed & its use, residential/commercial or Industrial	Residential
8.	If on rent, its annual rent	Nil

VALUATION

Value of land of Decimal of undivided proportionate share in land --- --- Rs.
Value of Sq. Ft of super built up area Rs.
Total Rs.

Details of Payment

DateDD/Cheque No. Amount(Rs.)

CERTIFICATE

CERTIFIED that the land in schedule above is neither Government land nor has the same been acquired by the Government for Military or Non-Military purposes. The land aforesaid has not been donated in BHUDAN. The land

aforesaid is outside the forest area and does not belong to C.C.L, B.C.C.L. or E.C.L., CERTIFIED FURTHER that the land in schedule is not a Tribal land nor it is connected with any Tribal. The land is free from Ceiling and does not belong to any Math, Temple, Mosque or Church. It is also not the Khas Mahal, Khuntkatti, Sarna, Mansa, Hargarhi and Fodder Scam Land.

IN WITNESS WHEREOF the **VENDOR cumDEVELOPER** through its partner has put his signatures on the deed at Ranchi on the day, month and year first above written.

WITNESSES:-

1.

VENDOR cum DEVELOPER

2.

PURCHASER

Left Thumb	Left Index	Left Middle	Left Ring	Left Little

Drafted by

Certified that the fingers print of left hand of each person whose photographs are affixed in this document has been obtained before me.