

**THIS INDENTURE OF ABSOLUTE SALE** is made on the ..... **day of September 2022**  
(Two Thousand Twenty Two)

**BETWEEN**

**M/S MAHI CONSTRUCTION** a proprietorship firm its office Address Bariatu Road, P.S-Sadar, District- Ranchi State- Jharkhand represented through its proprietor **ABUL KALAM MERAJ** Date of Birth - ....., son of Late Mohamad Farid, Grandson of Late MD Alim, by Occupation - Business, by Faith - Hindu, by Caste - General (Not Covered under CNT-ACT-1908), Resident of Hill View Nursing Home, Road Bariatu, , District - Ranchi, State - Jharkhand, Indian Citizen, Authority conferred u/s 5 (1) & (2) of Jharkhand Apartment (Flat) ownership Act, 2011 pursuant at Registered Development Agreement being Deed No. 2022/RANU3/1812/BK1/1647 dated 09.07.2022 which is entered in Book No. BK1, Volume No. 184, from page No. 371 to 438 at office of SRO, Ranchi Urban 3, Ranchi (hereinafter called the **VENDOR/DEVELOPER** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**;

Pan No. , Aadhar No , Phone No.

**AND**

(hereinafter called the **PURCHASER** which terms and expression unless excluded by or repugnant to the subject or context shall mean and include his heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

Pan No. , Aadhar No , Phone No.

**WHEREAS M/S MAHI CONSTRUCTION** a proprietorship firm its office Address Bariatu Road, P.S-Sadar, District- Ranchi State- Jharkhand represented through its proprietor **ABUL KALAM MERAJ** son of Late Mohamad Farid, are absolute landowners and are in peaceful possession over land measuring 2.39 portion of plot No- 5120 Sub Plot No 5120/2 under Khata No 105 & Land measuring 17.61 Decimal Portion of Plot No 5118 Sub Plot No. 5118/2 under Khata No 106 total measuring 20 Decimals, situated at Village - Pundag, P.S. Jagrnathpur, P.S. No. - 228, District - Ranchi morefully and particularly described in the schedule -A.

**AND WHEREAS** the Revisional Survey Record of Right of Khata no.-105 & 106, ,Plot no.-5120 & 5118, and others land situated at Village - Pundag, P.S. Jagrnathpur, P.S. No. - 228, District - Ranchi, State Jharkhand is recorded in the name of Jethua Teli and others.

**AND WHEREAS** the said Jethua Teli and others sold and transferred the said land to Shekh Karim Baux through a Three registered Deed of Sale being (1) Deed No. 4278

**MAHI CONSTRUCTION**

*Abul. Kalam Meraaj*  
**Developers**

dated 30.08.1949 and (2) Deed No 5829 dated 03.10.1947 and (3) Deed No 4478 dated 12.09.1941 which is Registered in the Office of the District Sub Registrar, Ranchi.

**AND WHEREAS** said Shekh Karim Baux died leaving behind Four sons namely (1) Shek Shailesh (2) Shekh Safar Ali (3) Sfarm Ansari (4) Safruddin and Three Daughter (1) Jakiran Bibi (2) Sakiran Bibi (3) Balo Bibi as his legal heir and successor thereafter they partitioned their ancestral land amongst themselves in which a portion of said land came in the share of Shekh Safar Ali, Sfarm Ansar, Jakiran Bibi, Sakiran Bibi, Balo Bibi & others.

**AND WHEREAS** said Balo Bibi died leaving behind only one Daughter Nurjaha as his legal heir and successor.

**AND WHEREAS** said Shek Shailesh died leaving behind three sons namely (1) Husain Ansari (2) Hasan Ansari (3) Hajart Ansari as his legal heir and successor.

**AND WHEREAS** said Shek Safar Ali died leaving behind his wife Jamila Khatoon and Two sons Moin Ansari & Mobin Ansari as his legal heir and successor.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased the said Land being portion of Under Khata No 106 Plot No 5118 area 4.50 decimal and Khata No 105 Plot No 5120 area 3.00 decimal & Plot No 5121 area 2.83 decimal and others land situated at Pundag from Nurjaha daughter of Luddin by virtue of sale deed No 5357/4615 dated 06.03.2010 entered in Book No. 1, Volume No. 190, Pages from 461 to 488 of Office of the District Sub Registrar, Ranchi and after purchase of the said land they got their name mutated in Ratu Anchal Ranchi in respect of said land vide Mutation Case No. 299R27/2010-11 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased the said Land being portion of Under Khata No 106 Plot No 5118 area 10 decimal and others land situated at Pundag from (1) Hsain Ansari (2) Hasan Ansari (3) Hazart Ansari all sons of Shekh Sahilesh by virtue of sale deed No 9133/7992 dated 06.04.2010 entered in Book No. 1, Volume No.347, Pages from 299 to 332 of Office of the District Sub Registrar, Ranchi and after purchase of the said land they got their name mutated in Ratu Anchal Ranchi in respect of said land vide Mutation Case No. 444R27/2010-11 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased the said Land being portion of Under Khata No 106 Plot No 5118 area 17 decimal and others land situated at Pundag from (1) Jamila Khatoon wife of Shekh Safar Ali (2) Moin Ansari (3) Mobin Ansari both son of Shekh Safar Ali by virtue of sale deed No 12310/10628 dated 06.05.2010 entered in Book No.1, Volume No.458, Pages from 379 to 412 of Office of the District Sub Registrar, Ranchi and after purchase of the said land they got their name mutated in Ratu Anchal Ranchi in respect of said land vide Mutation Case No. 397R27/2010-11 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased the said Land being portion of Under Khata No 106 Plot No 5118 area 13.50 decimal and others land situated at Pundag from Sekh Sfarm Ansari son of Late Karim Boux by virtue of sale deed No 5359/4617 dated

06.03.2010 entered in Book No.1, Volume No. 190, Pages from 511 to 538 of Office of the District Sub Registrar, Ranchi and after purchase of the said land they got their name mutated in Ratu Anchal Ranchi in respect of said land vide Mutation Case No. 302R27/2010-11 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased the said Land being portion of Under Khata No 106 Plot No 5118 area 4.50 decimal and under Khata No 105 Plot No 5120 area 3 decimal & Plot No 5121 area 2.83 decimal & others land situated at Pundag from Jakiran Bibi daughter of Late Karim Boux by virtue of sale deed No 5360/4618 dated 06.03.2010 entered in Book No.1, Volume No. 190, Pages from 539 to 564 of Office of the District Sub Registrar, Ranchi and after purchase of the said land they got their name mutated in Ratu Anchal Ranchi in respect of said land vide Mutation Case No. 301R27/2010-11 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased the said Land being portion of Under Khata No 105 Plot No 5120 area 9 decimal & Plot No 5121 area 8.50 decimal & others land situated at Pundag from Shekh Sarafat Ansari son of Late Karim Boux by virtue of sale deed No 5361/4619 dated 06.03.2010 entered in Book No.1, Volume No. 190, Pages from 565 to 610 of Office of the District Sub Registrar, Ranchi and after purchase of the said land they got their name mutated in Ratu Anchal Ranchi in respect of said land vide Mutation Case No. 297R27/2010-11 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased the said Land being portion of Under Khata No 105 Plot No 5120 area 18 decimal & Plot No 5121 area 17 decimal & others land situated at Pundag from Jamila Khatoon wife of Safar Ali and other by virtue of sale deed No 12315/10633 dated 06.05.2010 entered in Book No.1, Volume No. 458, Pages from 531 to 558 of Office of the District Sub Registrar, Ranchi and after purchase of the said land they got their name mutated in Ratu Anchal Ranchi in respect of said land vide Mutation Case No. 392R27/2010-11 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office.

**AND WHEREAS** said Kashish Developer Ltd. Company Purchased said Land from all Land owner Portion of Plot No 5118 total Area 54 decimal and portion of Plot No 5120 Total Area 36 Decimal & Plot No 5121 Total Area 33.99 decimal and others land and after purchased divided in to part by part.

**AND WHEREAS** said Kashish Developer Ltd. Company its Registered office 87 old A.G colony Kadru, P.S- Argora, District- Ranchi through its directors Sri Arun Kumar son of Sri Badri Mishra resident of EWS-142 Harmu Houseing Colony p.S- Argora, District- Ranchi in the state Jharkhand sold and transferred the said land to Smt. Raj Laxmi wife of Shri Ajay Kumar resident of Gauri Shankar Nagar North office Para, P.S- Doranda District- Ranchi state- Jharkhand through a registered Deed of Sale being Deed No. 887/685 dated 25.03.2015 entered in Book No. 1, Volume No. 22, Pages from 383 to 386 of Office of the District Sub Registrar, Ranchi and after purchase of the said land she is got their name mutated in Nagari Anchal Ranchi in respect of said land vide Mutation Case No. 509R27/2015-16 and thereafter they remained in peaceful possession over the said land after paying land revenue to the State through Circle Office, Nagari Anchal Ranchi

entered in Register II, Volume No. 25, Page No. .... and Paid rent receipt No. 0634718489 issued by Circle Office for the year 2020-21 in their name.

**AND WHEREAS** after purchase the said land Smt. Raj Laxmi (Vendor) got mutated her name in Ranchi Municipal Corporation and she has been allotted Holding No. 03800046050020 within old Ward no. 37 and paying holding tax and coming in peaceful possession over the same.

**AND WHEREAS** the Smt. Raj Laxmi wife of Shri Ajay Kumar land owner desire to develop the area aforesaid mentioned in the Schedule- 'A' property by constructing a residential multistoried building namely "**RAJ LAXMI HIGHT**" over it on the conversion basis with the help of the developer **M/S MAHI CONSTRUCTION**.

And whereas Smt. Raj Laxmi wife of Shri Ajay Kumar land owners amalgamated their lands and entered into a Development Agreement being Deed No. 2022/RANU3/1812/BK1/1647 dated 09.07.2022 which is entered in Book No. BK1, Volume No. 184, from page No. 371 to 438 at office of SRO, Ranchi Urban 3, Ranchi with Developer **M/S MAHI CONSTRUCTION** to get her said land developed by constructing multi-storied Building.

And whereas **M/S MAHI CONSTRUCTION** constructed multistoried building "**RAJ LAXMI HIGHT**" over the land in question as per the plan sanctioned by Ranchi Regional Development Authority, Ranchi on **RMC/BP/W37/2022 dated 15.06.2022**.

**AND WHEREAS** in terms of the Development Agreement the Flat No. '.....' having super built up area '..... sq.ft.' (having undivided proportionate share '..... Decimals' of land) in the '..... Floor' of the said apartment "**RAJ LAXMI HIGHT**" forms part of the share of the DEVELOPER as DEVELOPER'S ALLOCATION.

**AND WHEREAS** the Vendor offered to sell the flat being Flat No. '.....' having super built up area '..... sq.ft.' (having undivided proportionate share '..... Decimals' of land) in the '..... Floor' of the said apartment "**RAJ LAXMI HIGHT**" with **one car parking space** in the **Ground Floor**, alongwith all common facilities and amenities including lift and generator in full and final consideration of **Rs. ..../- (Rupees .....) only** which has been accepted by the purchaser on the terms appearing hereinafter and both of them entered into an **agreement for sale** on .....

**NOW THEREFORE THIS DEED OF SALE WITNESSETH** as follows:-

1. That in pursuance of the said consideration of sum of **Rs. ..../- (Rupees .....) only**, the Purchaser has already paid the said consideration amount to the **VENDOR** which said sum the **VENDOR** does hereby acknowledge having received in full and the **VENDOR** do hereby sell, convey and transfer and absolutely assign to the said Purchaser free from all encumbrances, charges, liens, claims and demands whatsoever for the Flat of the multi storied building commonly known as "**RAJ LAXMI HIGHT**" standing on the portion of Schedule-A land having permanent heritable and transferable Chhparbandi right and referred to hereunder the Schedule flat also shown in **RED WASH** in the map attached herewith forming part of this deed of the said apartment along with all benefits and advantages including rights,

liberties, easements, privileges whatsoever to the said flat or any part thereof belonging to or in any way appertaining for or with the same or any part thereof shall held, use occupy or enjoy or repute to belong or be appurtenant thereto and the right to use and enjoy common facilities such as passage, staircase, roof, lobby compound to and from an adjacent to or in the way of the said schedule flat as also the rents, in use and profits thereof and all the estate, right, title, interest, inheritance, use trust and demand whatsoever, both at law and in equity of the VENDOR into or upon the said Schedule Flat or every part thereof to have and to hold the said Schedule Flat and every part thereof UNTO AND TO the said Schedule flat and very part thereof UNTO AND TO the use of the PURCHASER forever and absolutely.

2. That the VENDOR does hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing hereto before done, committed or performed or knowingly suffered by the VENDOR at all material times had and still have absolute right, perfect title and indefeasible authority to grant, convey, sell and assign the undivided proportionate share in land and flat and parking space in **"RAJ LAXMI HIGHT"** and every part thereof to the Purchaser and that the same is free from all encumbrances, charges, mortgages, lien, claim, and demand of whatsoever nature.
3. That the VENDOR does hereby further covenants with the Purchaser that he/she shall hold, possess and beneficiary enjoy the same and every part thereof and may get his/her name mutated in the records of the concerned Circle Office, Ranchi and whatsoever else that may be felt necessary and expedient.
4. That the VENDOR does hereby deliver to the Purchaser all evidence and writing relating to the possession and custody of the Schedule Flat, parking space and undivided share in the land hereby conveyed and the VENDOR and/or any person claiming under him do hereby covenant with the Purchaser that the VENDOR have lawfully seized and possessed the Schedule Flat free from all encumbrances and they have absolute authority to the Schedule Flat in the manner aforesaid.
5. That the Purchaser after taking possession of the Schedule Flat shall be liable to abide by the rules and regulations of the Government, Authority, Committee constituted by the flat owner, if any, and the terms and conditions mentioned in this deed and shall also be liable to pay all relevant taxes, fees, payment, proportionate land revenue for the proportionate undivided share in the land mentioned hereinabove and in respect of the flat as fixed by the Government from the date of execution and registration of the sale deed in respect of the Scheduled Flat.
6. That the said Flat shall be used and occupied by the Purchaser, successors, assigns, transferees, legal representatives and/or legal heirs, notwithstanding anything contained herein the Purchaser shall have full and absolute right to use the said flat by the Purchaser, or family members or through tenant, successors, assigns only for residential purpose and not for any other purpose.
7. That the Purchaser shall be liable to bear proportionate share of responsibility or liability arising or occurring in pursuance of/or in connection with the common facilities and amenities in the said apartment.

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*Ashu Kalam Manoj*  
Developers

8. That the Purchaser shall be liable for the electricity consumption in respect of the Schedule Flat and for such purpose a separate meter has been installed for recording such consumption.
9. That the Purchaser will share proportionate responsibility as also the liability for the common facilities and amenities collectively with the other purchaser of the other flats in the said building.
10. That the Purchaser shall not do or suffer anything to be done in the said Flat and/or in the said apartment which may cause a nuisance, annoyance or inconvenience to the other occupiers of the said apartment or the adjacent neighbors nor shall use the said flat for any immoral/illegal purpose.
11. That the Purchaser shall have to use the common passage, staircase, parts in the said apartment and/or common amenities and/or facilities with other remaining occupiers of the said apartment.
12. That the VENDOR does hereby further covenant that the aforesaid consideration amount for the said Schedule Flat is inclusive of the consideration money for the individual undivided proportionate share in the said land upon which the said Schedule Flat is standing.
13. That the Purchaser's undivided proportionate share in the said land retained shall remain joint for all times with the VENDOR and/or other co-owner, occupiers who may hereafter or herebefore have acquired right, title and interest in the said undivided proportionate share of land is impartible.
14. That the Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed.
15. That not to throw dirt, garbage, rags or other refuse or permit the same to be thrown on the roof, stack gutters, rain water pipes, drains, landings, staircase, soil pipes, main entrance, passage, parking space or such other portion of the apartment which is generally used or enjoyed by the Purchaser in common with the owner or occupiers of the other flats. That exterior portion of the flat shall not be decorated otherwise than in the manner agreed to by a majority/jointly of the flat owner.
16. That the Purchaser has the right to enter into and upon other parts of the apartment for the purpose of repairing, cleaning, maintaining or renewing any such drains, water courses, cables or aforesaid and/or laying down any new sewers, drains, water courses, cables and wires with a little disturbances as possible and making good damage caused and the Purchaser has all the right to use all common facilities and amenities of the said Apartment.
17. That the purchaser above named before taking the delivery of possession of the Schedule "B" flat have personally inspected and examined the title deed, fixtures, fitting, materials used in construction and each and every item and after full satisfaction accepted the physical possession.
18. That the purchaser have further declared that the purchaser have no any further claim, objection, complain, grievances whatsoever either against the

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*Atul Kumar Nayyar*

landowner/Developer/Vendor regarding title of the land and/or material used for construction.

19. That the Purchaser shall be liable to proportionate share or responsibility or liability arising or occurring pursuant to or in connection with the common facilities and amenities in the said building such as expenses or maintaining, repairing (a) main structure and in particular the stacks gutters and rain water pipes of the Apartment (b) water pipes, drains, electric cables and wires, laying under and upon the Apartment and enjoyed or used by the Purchaser, occupiers, owner in common with the owner/purchaser of the other flats (c) main entrance, passage, landing and staircase of the Apartment (d) clear and reasonable lighted the passage, landings, staircase and other part of the apartment so enjoyed or used by the purchaser in common as aforesaid and as far as practicable keep the forecourt, way and other parts of the Apartment in good condition (f) parking space (g) water pumps, use of the lifting water (h) a separate common meter has been installed for recording common electric consumption for water pump for purpose of recording consumption of staircase lighting.

### SCHEDULE – A

#### PARTICULARS OF THE LAND

ALL THAT PIECE AND PARCEL of Flat No. '.....' having super built up area '..... sq.ft.' (having undivided proportionate share '..... Decimals' of land) in the '..... Floor' of the said apartment "RAJ LAXMI HIGHT" with **one car parking space** in the **Ground Floor** constructed over land measuring 2.39 portion of plot No- 5120 Sub Plot No 5120/2 under Khata No 105 & Land measuring 17.61 Decimal Portion of Plot No 5118 Sub Plot No. 5118/2 under Khata No 106 Total measuring 20 Decimals, situated at Village - Pundag, P.S. Jagrnathpur, P.S. No. - 228, District - Ranchi which is bounded and butted as follows :-

North :- Proposed Road

South :- Mauza Mudma

East :- Sub Plot No 5120/2 Part

West :- Sub Plot No. 5118/7

### SCHEDULE- B

#### PARTICULARS OF THE FLAT SOLD

One flat being Flat No. '.....' having super built up area '..... sq.ft.' (having undivided proportionate share '..... Decimals' of land) in the '..... Floor' of the said apartment "RAJ LAXMI HIGHT" with **one car parking space** in the **Ground Floor** constructed over Schedule "A" land together with all rights, benefits, right of enjoy of staircase, and all other amenities, facilities and convenience delineated by **RED WASH** in the map attached, forming part of this deed and bounded and butted as follows:-

North :-

South :-

East :-

West :-

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*Abul Kalam Nawai*  
Developers

**Particulars being furnished in case of building :-**

1.	Whether kacha or pucca	:	Pucca
2.	If pucca, whether tiled or reinforced	:	R.C.C.
3.	Number of storey	:	G+4
4.	Plinth area of floor	:	Area of the flat sold to the purchaser '..... sq.ft.'
5.	Year of construction	:	2021-23
6.	A brief description of nature of sanitary, electrical and other fittings in the building and their quality	:	Standard
7.	Area where the building is constructed and its use, residential, commercial or industrial	:	Residential
8.	If on rent, its annual rent	:	Not applicable
9	Valuation	:	
	(i) Value of undivided proportionate share in the land area '..... Decimals'	:	Rs. /-
	(ii) Value of the flat area '..... sq.ft.'	:	Rs. /-
	Total	:	Rs. /-
(Rupees ..... Only)			

**MEMO OF CONSIDERATION**

Sl No.	Cheque /Detail	Date	Bank Details	Amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
			<b>TOTAL RUPEES</b>	

**CERTIFICATE**

Certified that the above mentioned land is not acquired by Government, Semi Government, Armed Force or any other purpose. It is not a land of Forest, BCCL, CCL or ECL. This land is not of Math, Mandir, Girja, Gurudwara, Masjid, Church.

It is also certified that the above mentioned land is not a Kaishar-e-hind land, Gairmajarua Aam land, Gairmajarua Khas Land, Forest/Jungle Land etc.

It is also certified that the Vendor not belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act.

All the documents and statements presented for registration have been presented voluntarily and are true. The onus of any discrepancies or wrong submission will be on the parties who have appeared for registration of the document.

**MAHI CONSTRUCTION**  
*Shri. Kalam Narai*  
Developers

IN WITNESSES WHEREOF the Vendor has put his signature to these presents on this day month and year first above written at Ranchi.

**WITNESSES:**

1.

**VENDOR/ DEVELOPER**

MAHI CONSTRUCTION  
*Akul. Kalan Maray*  
Developer:-

2.

**PURCHASER(SIGNATURE)**

<b>Little</b>	<b>Ring</b>	<b>Middle</b>	<b>Index</b>	<b>Thumb</b>

Certified that the finger prints of the left hand of each person where photograph is affixed in the document have been obtained by me or before me.

Typed by:-

Drafted by:-