

Sale Deed

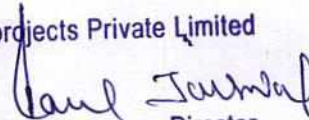
This Deed of absolute sale is made and executed at Ranchi on this Day of April, 2022 at Ranchi.

Between

RAJSUKH INFRA PROJECT PRIVATE LIMITED through its Director **SHRI SANJAY JAISWAL** son of Late Sukhdeo Prasad Jaiswal, by Faith Hindu, by Caste Vaishya, by Occupation Business, resident of Hazaribagh Road, Tharpakhna, P.S. Lalpur, District Ranchi, State Jharkhand, [hereinafter called THE VENDOR which expression shall unless excluded or repugnant to the subject or context mean and include his legal heirs, successors, executors, legal representatives, administrators, and assigns] of the FIRST PART;

UID-XXXX-XXXX-_____ PAN-_____ MOB-_____

Rajsukh Infraprojects Private Limited


Director

AND

_____ (hereinafter called
the "PURCHASER" of the SECOND part)

UID-XXXX-XXXX-_____ PAN-_____ MOB-_____

The expression VENDOR and PURCHASER shall unless repugnant to or expressly excluded by the subject or context below mean and include their respective heirs, executors, administrators, successors-in-interest, legal representatives and assigns

WHEREAS land under Khata No. 23, R.S. Plot No. 230, measuring an area 57 Decimals, situated at Village Kokar, Thana No. 196, District Ranchi stands recorded in Khatiyani in the name of Daswa Oraon and Bigna Oraon as Kayamee.

AND WHEREAS the aforesaid land was acquired by Nirsan Ray from Khatiyani Raiyat Daswa Oraon on 24.04.1945.

AND WHEREAS Nirsan Ray son of Late Shib Sahay Ray had filed a Titled Suit No. 1337 of 1968 against (1) Gondla Oraon and (2) Shankho Oraon both sons of Daswa Oraon, with respect to the aforesaid land i.e. 23.5 Decimals and the same was decreed in favour of Plaintiff Nirsan Ray vide Decree dated 20.12.1968, passed by the Court of Ld. Munsif, Ranchi.

AND WHEREAS the legal heir of Khatiyani Raiyat Shankho Oraon son of Daswa Oraon had also filed a Case U/s 71A of CNT Act, for restoration of 57 Decimal land under Plot No. 230 against Nirsan Ray son of Late Shib Sahay Ray for restoration of land before the Special Officer, SAR which was registered as SAR Case No. 18/1988-89. After examining the facts and evidence on record, the Ld. Special Officer (SAR) Sri Rakesh Kumar dismissed the claim of the Applicant vide his Order dated 13.07.1998.

AND WHEREAS after the death of Nirsan Ray his legal heir Kishor Kumar Ray son of Late H.P. Ray inherited the aforesaid land and subsequently sold the land measuring an area 23.5 Decimals to Dharam Prakash Agarwal son

of Late Rajendra Prasad vide Registered Sale Deed No. 1088 dated 25.01.2007 registered before the District Sub Registrar Ranchi, and entered in Book -I, Volume – 46, Pages 227 to 246, year 2007.

AND WHEREAS the Ld. Circle Officer rejected the application for Mutation of aforesaid land in the name of Dharam Prakash Agarwal, filed vide Mutation Case No. 4052R27/2007-08. Thereafter, Dharam Prakash Agarwal preferred Mutation Appeal before the LRDC, Ranchi vide Mutation Appeal Case No. 87R15/2008-09 which was allowed vide Order dated 29.12.2008.

AND WHEREAS Dharam Prakash Agarwal son of Late Rajendra Prasad sold the land in question to Rajsukh Infra Project Pvt. Ltd through its Director Sanjay Kumar Jaiswal son of Late Sukhdeo Prasad vide Registered Sale Deed No. 682 dated 26.02.2013, registered before District Sub Registrar, Ranchi and entered in Book I, Volume 32, Pages 287 to 312, year 2013. Thereafter Rajsukh Infra Project Pvt. Ltd got its name mutated in Circle Office, Town Anchal Ranchi vide Mutation Case No. 3770R27/2013-14 and started paying rent to the State and it also got its name mutated in the Ranchi Municipal Corporation Ranchi and has been allotted Holding No. 0090001147000Z0 within Ward No. (9, Old) New 10.

AND WHEREAS Rajsukh Infra Project Pvt. Ltd got the building plan sanctioned vide B.C Case No. RMC/BP/0903/W10/2019 dated 09.04.2021 for G+4 having 20 Units from Ranchi Municipal Corporation Ranchi and the Developer started constructing multi-storied building namely “_____”.

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 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.

AND WHEREAS the VENDOR has agreed to sell the aforesaid Flat unto the PURCHASER for total sale consideration of Rs. _____/- (Rupees _____) Only and the PURCHASER has agreed for the same.

Rajsukh Infra Projects Private Limited

Director

AND WHEREAS, the VENDOR has put the purchaser in possession over the schedule property confirming all rights on the purchaser to use and enjoy the schedule property forever as lawful purchaser.

AND WHEREAS, the VENDOR hereby declares that the said land property is free from all encumbrance and liabilities and no other person/persons except the VENDOR has the right, title, interest and claim in the said property.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the sum of Rs. _____/- (Rupees _____) only paid by the PURCHASER to the VENDOR, receipt of which amount the VENDOR do hereby acknowledge, the said VENDOR 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. _____, on the _____ Floor of RAJ RESIDENCY having Super Built-up area _____ Sq. Ft. along with undivided proportionate share of land measuring an area _____ Decimals and One Car Parking space standing upon land under Khata No. 23, R.S. Plot No. 230, Sub Plot No. 230/Part, measuring an area 23.5 Decimals, situated at Village- Kokar, P.S. Sadar, Thana No. 196, District Ranchi, State Jharkhand more fully described in Schedule-B together with the common parts, common amenities and common convenience relating thereto in the land of 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 PURCHASSER, immediately after execution and registration of this deed, shall be entitled to get the premises in Schedule B below in her name in all public land records and pay the taxes and other payables to the authorities concerned in her name 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 rent, taxes, service charges, and other outgoings payable in respect of the premises.

Rajsukh Infraprojects Private Limited

Director

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 her undivided proportionate share in the said land.
5. The PURCHASER shall have 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/ Confirming Party.
6. "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.
7. 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.
8. 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.
9. 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.

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 and the DEVELOPER/CONFIRMING PARTY 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 utilize his/her/their unit that may cause nuisance or annoyance to occupiers of other premises nor for any illegal or immoral purpose. No commercial activities or businesses like coaching institutes etc. shall be carried from the premises in Schedule-B below.
- (e) 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.
- (f) Simultaneously with the execution of this conveyance, the PURCHASER has paid applicable GST/Service Tax upon the consideration amount to the DEVELOPER/ CONFIRMING PARTY.
- (g) 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.
- (h) 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.
- (i) 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.

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 her favour, the PURCHASER shall have 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 agrees and covenants to pay in advance the proportionate share of the recurring expenses and charges as and when the same becomes due.

The PURCHASER further agree that the DEVELOPER/ CONFIRMING PARTY 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 existing buildings, namely 'RAJ RESIDENCY' to which the PURCHASER shall have no objection whatsoever.

SCHEDULE-A

All that piece and parcel of land under Khata No. 23, R.S. Plot No. 230, Sub Plot No. 230/Part, measuring an area 23.5 Decimals, situated at Village- Kokar, P.S. Sadar, Thana No. 196, District Ranchi, State Jharkhand which is butted and bounded as follows:

North : R.S. Plot No. 233 and 230/Part
South : Part of Plot No. 230
East : R.S. Plot No. 231
West : Part of Plot No. 230 & Proposed Road

SCHEDULE-B

All that piece and parcel of Residential Flat No. _____, on the _____ Floor of _____ having Super Built-up area _____ Sq. Ft. along with undivided proportionate share of land measuring an area 01 Decimals and One Car Parking space standing upon land under Khata No. 23, R.S. Plot No. 230, Sub Plot No. 230/Part, measuring an area 23.5 Decimals, situated at Village- Kokar, P.S. Sadar, Thana No. 196, District Ranchi, State Jharkhand which is butted and bounded as follows:

North :
South :
East :
West :

Memo of Consideration

Sl. No.	Cheque No./Cash/NEFT/RTGS	Date	Bank	Amount (in Rs.)
1.				
2.				
3.				
4.				
5.				
Total				-----/-

Details of Construction:-

1.	Whether the building is Kucha or Pucca	Pucca
2.	If it is pucca then whether its Khaparposh or conventional or RCC Roof.	Having RCC Roof

3.	Number of floors	G+4 Floors
4.	Area of the Flat	_____ Sq. Ft.
5.	The year of construction	_____
6.	Statement regarding quality of electrical and Other fittings of the building.	Standard Fittings.
7.	The Area where the building is constructed and its use residential, Commercial industrial.	23.5 Decimals more or less Residential Use
8.	Whether the building in question was let out on rent.	No
9.	Value of Construction _____ sq. ft.	Rs. _____/-
10.	Value of land _____ Decimals more or less	Rs. _____/-
11.	Total Value	Rs. _____/-

(Total Rupees _____) Only

CERTIFICATE

It is CERTIFIED that the land in schedule according to entries in records of right neither Govt. land nor has been acquired by the Govt. for Defence or Civil Purposes. The land in schedule has not been given on Bhudan and is outside the forest area and does not belong to B.C.C.L. H.E.C., C.C.L. and E.C.L. It is FURTHER CERTIFIED that the land is not tribal land according to Khatian nor connected with any tribal. It is beyond ceiling limit and it does not belong to math, church, or mosque. 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 neither the VENDOR belong to Schedule Tribe or Schedule Caste or Backward Classes within the definition of C. N. T. Act nor the land mentioned above is subject matter of section 46 or other Sub clauses of section 46 of Chota Nagpur Tenancy Act.

IN WITNESS WHEREOF, the VENDOR and PURCHASER have signed this Deed of Sale at Ranchi on the day, month and year mentioned above in the presence of the following witnesses:-

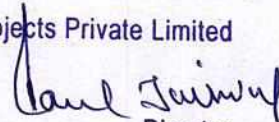
WITNESSES

1.

VENDOR

2.

Rajsukh Infraprojects Private Limited


Director

PURCHASER'S SIGNATURE WITH PHOTO

Thumb	Index	Middle	Ring	Little

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.

Drafted by :

Rajsukh Infraprojects Private Limited

Rajesh Jaiswal
Director