

DEED OF SALE

THIS DEED OF CONVEYANCE AND ABSOLUTE SALE is made on this the _____ day of _____
20....

BY AND BETWEEN

JAISHREE REALTY PRIVATE LIMITED a company registered under the Companies Act, 1956, having its Registered Office at **4-D , 4th Floor ShreeGopal Complex, Ranchi Jharkhand** (PAN - **AACCJ3280A**), through its Partner **Mr. Nikhil Tikmani s/o Narendra Kumar Tikmani** by caste-Hindu, by occupation -business, Sub Division and District Sub Registry office and District **Ranchi** (Jharkhand) hereinafter called and referred to as the LANDOWNER/VENDOR/DEVELOPER which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, successors, administrators, legal representatives and assigns of the ONEPART. (Indian Citizen)

AND-INFAVOUR OF

_____ w/oof Sri _____, by faith Hindu, by caste _____, by occupation _____, resident of _____ P.S. _____ District **Ranchi**, (hereinafter called and referred as the PURCHASER/ TRANSFAREE (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs executors, successors, administrator, legal representatives and assigns of the OTHERPART. (Indian Citizen)

Whereas _____ represented by its Director _____ the aforesaid vendor purchased.....Decimal of land in Plot No. **1480** bearing Khata No. **0** of Mouza **KONKA** Mouza No. _____ P.S. **Ranchi** District **Ranchi** from the rightful owner, _____ by Virtue of a registered sale deed No. _____ Dated _____ registered at **Ranchi** Subregistry Office, and entered in Book No. _____, Volume No. _____, Page No. _____ registered at **Ranchi Registry office**.

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Nikhil Tikmani

Director

AND WHERE AS after such purchase _____ mutated its name in the landlords herestat he state of Jharkhand in Thoka No. (Vide Mutation Case No. _____ (_____) _____) and has been paying the rents in the landlord Sheresta The state of Jharkhand.

A. AND WHERE AS while thus in peaceful possession of the schedule A property ___ constructed a multi- storied commercial complex over the said land more fully described in the schedule A below on this deed which is commonly Known as ___ preapproved plan of Ranchi **MUNICIPAL CORPORATION**, Ranchi vide approval No. **RMC/BP/1180/W18/2022** dated **11/11/2022**.

AND WHERE AS the purchaser approached the vendor and expressed her intension to buy a unit in the floor of the building more clearly mentioned described in the Schedule B of this deed on ownership basis and offered to pay a sum of Rs. _____ /-only as the highest consideration thereof.

AND WHERE AS as per rules framed by the state of Jharkhand the Valuation is Rs. _____ /-only.

AND WHEREAS in course and as a result of negotiations between the parties hereto the vendor has agreed to sell and the purchaser has agreed to purchase the said Unit No. _____ in the _____ Floor more fully and clearly described in the schedule below for the reasonable and highest consideration of Rs. _____ /-only.

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Nichil Tekan

Director

NOW THIS DEED OF ABSOLUTE SALE WITNESSE THAS FOLLOWS:-

That in consideration of total sum of Rs. _____ /-only which has been paid by the purchaser to the vendor (the receipt of which sum is hereby acknowledges and admitted by the vendor) the vendor asowner do hereby grant, sell, conveys, transfer and assigns to the purchaser free from all encumbrances what so ever the property described in the schedule B with fixtures and all rights, easement sand appurtenance to the said property hereby conveyed hereunder of the purchaser.

That the vendor has assured the purchaser that the property hereby conveyed is free from all kinds of charges of encumbrances and that there is absolutely no defect in the title whatsoever. The vendor further assures that the vendor was in peaceful possession over the Unit No. _____ in the _____ Floor and have full right to transfer the same unto the purchaser by way of sale, gift, mortgage by letting out the same in any person or persons without any objections from any corner.

That the vendor has further assure that if due to either on account of defect in the title or encumbrances of or any other fault of the vendor, the purchaser or her successors is dispossessed from whole or part, the purchaser shall get back the entire amount of consideration money .

That the purchaser undertakes to abide by the rules and regulations made by the building owner and or by managing committee shall be responsible for the upkeep and maintenance etc. of the said _____.

That the purchaser shall have to pay all such charges for common facilities, services, repairs and maintenance of the _____ as determined by the owner directly or aforesaid managing

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Nichil Kulkarni

Director

committee such as maintenance cost of lift, common passage, electric bill, guard charges etc.

That so long as each part of _____ is not assessed separately for taxes and levies the purchaser shall pay proportionate share of such Apartment as determined by the vendor or the managing committee (as the case may be) and shall be conclusive and binding on the purchaser.

That the purchaser shall neither keep itself nor permit any one to keep animals including dog inside the complex and area appurtenant to the complex.

That the purchaser shall not commit any nuisance in any part of the complex.

Not to throw any rubbish or store any articles of combustible goods in common parts.

Not to cause any nuisance or annoyance to the co-purchasers and or occupants of other portion of the building and Unit/space.

Not to decorate or paint or otherwise alter the exterior of the said unit or common parts or the building in any manner save in accordance with the general schedule there of as is or may be specified by the owner.

Not to claim any right in any other part of the building save as may be necessary for ingress and egress of men, materials, utilities pipes, cables and lines 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.

Not to obstruct or raise any objection in case the proportionate undivided share in the land is reduced as per **Ranchi MUNICIPAL CORPORATION** rules and regulations, by reason of the owner and/or agreed to be constructed on the said land and not to obstruct or raise any objections of any nature whatsoever to such construction or any portion thereof.

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Nichil Talwar

Director

To observe the rules framed by the developer owners and or such body which may be entrusted in this behalf by the developer and/or the vendor, regarding the manner of the use and enjoyment of the UNIT the common parts and land.

Not to damage the wall of the premises in question in anyway whatsoever the purchaser will only beentitled to use the wooden planks foe the purpose for interior decorations but it be made clear that no civilwork will be allowed to be done and not to alter change or in any way disturb the present setting of theshutter fitted in the premises without consent of the developer and can change the main water supply orpumps.

That the purchaser shall not at any time demolish, damage her unit or any portion of the said project and alsoshall not make any addition of whatsoever nature to her unit. She may make modification of her choice according to the necessity in the interior of their space.

That after the possession of the unit is given to the allotted purchaser if any alteration / addition / relating tothe said project and thereafter required to be carried out at the instance of the Govt. Corporation or any otherstatuary authority the same shall be carried out by the purchaser individually of herown cost as the casemaybethe vendorof the building shall notberesponsible forthesame.

That the unit will be strictly utilized for commercial purpose for which it is being to buyer as the case maybe.

That unit shall mean any one unit with joint ownership of all common spaces and undivided proportionateshare in land and walls also include the parking space if the same been purchased by the buyer whenever the unit of any of these appear in the agreement it will be governed by

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Nitchil Kelanar

Director

schedule here under mentioned specifications.

The purchaser have right to use the common passage, staircase, lift, facility water supply, septic tank, power supply or any such facility which are for common utility and the purchaser have also full right and authority to sell gift, mortgage lease the schedule unit to any one to their choice as absolute owner .

That the Developers shall take completion certificate from **Ranchi MUNICIPAL CORPORATION** before handing the possession to the schedule B Unit to the purchaser.

That the vendor will be the owner of the roof /top of the building and to construct further floor provided the foundation of the building for the same and with due permission from RMC.

SCHEDULE A

All that piece and parcel of Rayati land situated in Mouza **Ranchi PS198** Sub Division & District Sub Registry Office and District **Ranchi** Mouza No. , Khata No **0** Plot No. **1480**
AreaDecimals of land only.(in Register II Volume Number Page No
Holding No..... ward no..... situated at Sub Road.

Butted and Bounded as under

North:-

South:-

East:-

West:-

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Nikhil Kumar

Director

SCHEDULE B

(Description of the Property hereby Conveyed)

Out of the aforesaid A Schedule Unit No. in the Floor Measuring built up Area _____ sft. & one car Parking Space on ownership basis is hereby sold by this deed with all the proportionate share in the common area in the Building & undivided proportionate Variable individual

Share in schedule A .

Butted and Bounded as under

North:-

South:-

East:-

West:-

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Nichil Patil

Director

SCHEDULE C

(COMMON AREAS).

1. Stair case on all the floors.
2. Stair case landing and lift landing on all floor.
3. Lift well.
4. Lift plan installation.
5. Lift Room.
6. Tube well.
7. Common passage and lobby, ramp on the basement
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. Guard Room
13. 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/ Builder expressly to be the common parts but excluding the roof and / or terra and open.
14. Be it strictly mentioned that the purchasers are not entitled to utilize the common space corridor lane, of the premises for themselves Business purpose.

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Mitchel Pitman
Director

SCHEDULE-'D'

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 units have full rights and liberty too the co-purchaser/occupiers to use the common portions of the said building for the purpose of redecorating and repairing the respective unit.
2. The right subjacent and lateral support or supports or shelter and protection from the pillars of the building and from the site.
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 existing or to 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 or altering of the building the said unit or any part of the complex adjacent or lateral support shelter or protection of the unit.

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Mitchell Telanani

Director

SCHEDULE-'E'

(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 cablewires and other means of communication in under upon the said building to be constructed and serving more then one unit, 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 soenjoyed or used by the said purchaser in common with other unit holders and with occupiers asaforesaid and of keeping open portion etc. and to other parts of the said building in good condition and repairs.
3. The cost of decorating thee xterior of the building.
4. All rates, taxes and outgoing payable in respect of the said building and of the same and / or anyportions including the roof notwithstanding that such roof shall be property of the owners with full right of the enjoyment use. Disposal thereof.
5. Cost of insurance, against THIRD PARTY risks in respect of the building if such insurance shall beat all taken out by owners, the higher charges and other expenses of renewed taxes if any incurred bythe owner in respect of the said building or any portion thereof for shortage of refuse of the owners and occupiers of the said unit and repair and renewing the dustbinor reused binif provided atthesaid building.
6. All other expenses, if any incurred by the owners for the maintenance and proper convenient andrunningofthe said building.
7. Cost of installation and maintenance of the fire safety devices would be responsibility of the Unit owners on pro-rate sharing basis.
8. Liabilities arising out of any accident in course of maintenance of the complex would be that of all Unit Owner and not of builder.

Jaishree Realty Pvt. Ltd.

Nichil Kulkarni

Director

9. Cost of all the amounts becoming payable by way of premium unearned increase to the Government. **Ranchi MUNICIPAL CORPORATION** 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.
10. The aforesaid Property hereby conveyed by this sale Deed is not prohibited by Govt. i.e, does not comes under the Government land, forest land, adivasi Land, Bhudan land, and Govt. Acquisition land and the vendors and the purchasers satisfied with the contents of this sale Deed.

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Nishid Kulkarni
Director

SCHEDULE F

(Memo of Consideration)

Cheque/RTGS/DD/Cash	Amount	Dated

WITNESSES

1.

2.

Photograph of Purchaser

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Little	Ring	Middle	Index	Thumb

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Nirchil Tilakar

Director

1	Whether Kucha or Pucca	Pucca
2	If Pucca whether tiled or reinforce & Concrete	Reinforced Concrete & Concrete Bricks
3	Number of Stories	BASEMENT, Ground+
4	Total Number of Units in the Building	
5	Year of Construction	
6	Brief description and nature sanitary Electrical and other fittings in case of Building and their equipment.	
7	Area of Building (unit) carpet Area	Sq.ft
8	Area of Building (Unit) super Built up	Sq.ft
9	Whether the building construction is used A residential /commercial/ or industrial	Commercial
10	10.(i) If on rent the amount of annual rent (ii) Built up area of unit (iii) Proportionate share of undivided Area of land and percentage of undivided interest	N/A
11	Cost of unit (Built up Area)	Rs. /-
12	Cost of proportionate undivided share of ____ Decimals	Rs /-
13	Cost of reserved car parking of 100 Sft.	Rs. /-
14	Annual rent of proportionate Undivided share of land	Rs. 5.00 Paisas
15	The map attached with the schedule Shall be part of this sale deed	Yes

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Nirchal Kulkarni
Director

16	<p>Certified that the land is not prohibited by Govt. i.e, does not comes under the forestland, adivasi Land , Bhudan land ,Keshre Hind, gairmazaruwa Land, ceiling and Govt. Acquisition land and the vendor /venders and their properties does not comes under any reserved class under the C.N.T. Act</p>	<p>Free from all encumbrances</p>
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ertified that the finger prints of the left hand of the VENDOR and purchaser, whose photograph is affixed in the document have been duly obtained before me, and the deed has been printed by me as per draft given by the parties :-

Advocate **Ranchi**

Jaishree Realty Pvt. Ltd.

Nikhil Tilenar

Director