

This Indenture of **Absolute Sale** is made and executed on thisday of **JULY 2023 (TWO THOUSAND AND TWENTY THREE) A.D.** of the Christian Year at **Ranchi**.

BY

- (1) **SRI DEO NARAYAN JAISWAL**, a Male Indian Citizen, by faith Hindu, by Caste Vaishya, holding I.T. **PAN:ACSPJ5370L, UID NO.:4029 9216 2679**, son of **LATE RAM NARAIN JAISAWAL**, present resident of HAZARIBAGH ROAD RANCHI DISTILLERY, LALPUR RANCHI (JHARKHAND) PIN-834001.
- (2) **SRI SHAILENDRA SINGH JAISWAL**, a Male Indian Citizen,, by faith Hindu, by Caste Vaishya, I.T. **PAN:ACVPJ3487D, UID NO.:7977 3820 4025**, son of **LATE SANGRAM SINGH JAISWAL**, present resident of HAZARIBAGH ROAD RANCHI DISTILLERY, LALPUR RANCHI (JHARKHAND) PIN-834001.
- (3) **SMT. EKTA JAISWAL**, a Female Indian Citizen,, by faith Hindu, by Caste Vaishya, I.T. **PAN:ACVPJ3488N, UID NO.:5046 9286 9546**, daughter of **LATE SANGRAM SINGH JAISWAL**, present resident of AJ 55, SALT LAKE, SECTOR -2, BIDHAN NAGAR(M), NORTH 24, PARGANA , WEST BENGAL PIN-700091.
- (1) To (8) all hereinafter jointly referred to and called as "the' **VENDORS** (Which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his/her/their respective legal heirs, successors, legal representatives, administrators, executors and assigns) represented herein through their constituted attorney **SRI RIPUNJAY PRASAD SINGH** son of **LATE BHUNESHWAR PRASAD SINGH**, the Director and Authorized representatives of **MORIAS INFRASTRUCTURE PRIVATE LIMITED**, who is Joint development Agreement and General Power of Attorney Holder by virtue of General Power of Attorney Deed bearing document no....., dated, duly registered at the District Sub-Registrar's Office Ranchi entered in Book No.IV, Volume No....., from page No.....toof the yearof the **FIRST PART**.

AND

MORIAS INFRASTRUCTURE PRIVATE LIMITED, Company incorporated & Registered under the provisions of Companies Act. 1956 having its Registered Office at **OFFICE SPACE NO.-511, 5TH FLOOR, PS IXL BUILDING BOCK-A, ATGHORA NEW TOWN, RAJARHAT KOLKATA, PARGANAS NORTH, WEST BENGAL PIN-700136 INDIA** and a Branch Office at **208, PUSTAK BHAWAN COMPLEX, COURT ROAD, RANCHI-834001**, Having **Registration No.113381, CIN: U51109WB2007PTC113381, PAN:AAECP1548H**, represented herein

Morias Infrastructure Pvt. Ltd.

[Handwritten Signature]

Director

through its Authorized Representative SRI SUMIT SINGH son of LATE MANAGER SINGH, having **UID NO.: 8133 1233 4915** duly authorized by the Company vide its Resolution Dated 08th March 2021, by Occupation- Business, by Caste-Rajput, by Religion Hindu, Present Resident of INDRAPURI ROAD NO.13, RATU ROAD RANCHI, P.S. SUKHDEO NAGAR, DISTRICT RANCHI (JHARKHAND) PIN-834005, hereinafter called "the Developer" (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Partners, Successors-in-Office, legal heirs/heiress, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

IN FAVOUR OF

....., a Female Indian Citizen, age about**Years**, by faith Hindu, by Caste General (Not affected from CNT Act. 1908), by occupation Service, holding **UID NO.XXXX XXXX XXXX**, **I.T.PAN: XXXXXXXXXX**, **MOBILE NO.: XXXXXXXXXX**, daughter of, Granddaughter of, wife of, Permanent Resident of, Present Resident of **FLAT NO.....,FLOOR, EMINENCE MALL, LINE TANK ROAD, GOPALGANJ CHADRI, RANCHI (JHARKHAND) PIN-834001**, hereinafter referred to and/or called as the **PURCHASER/VENDEE** (which expression shall mean and include, unless repugnant to the context or excluded by these presents, his/her heirs, legal representatives, executors, administrators, successors and permitted assigns) of the **SECOND PART**.

WHEREAS, the property for sale, which is subject matter of this Sale Agreement is a Residential Flat/Commercial Shop bearing No.....onof **BLOCK-..... of EMINENCE MALL**, Measuring a Carpet/Super Built Up Area of**Square feet (equivalent to Super Built Up AreaSquare Feet)**, together withSquare feet of undivided proportionate share in the beneath land being constructed by the DEVELOPER on the portion of 1.633 Acres of landed property comprised in Plot No.1824 under Khata No.57, situated at Mouza Chadri, Thana no.199, P.S. Lower Bazar, District Ranchi(Jharkhand) PIN-834001, within the locality commonly known as Line Tank Road Gopalganj Chadri Mohalla, under Ward No.20 of Ranchi Municipal Corporation, morefully and particularly described in **Schedule-A** below (hereinafter referred to as "the Said Property").

AND WHEREAS above referred landed property was acquired by SAMRATHI DEVI, by virtue of a registered sale deed bearing deed no.2961 dated 17th June 1960, duly registered in the office of District Sub-Registrar Culcutta (now Kolkata) (West Bengal) and entered in Book No.1, Volume No.92, from page no.7 to 16 of the year 1960, from its previous owner Smt. Dipti Dutt alias Dipti Moyee Dutt.

[Handwritten Signature]

AND WHEREAS the property referred herein above was willed by said SAMRATHI DEVI wife of LATE RAM NARAIN JAISWAL in favour of her two sons namely (i) DEO NARAYAN JAISWAL and (ii) SANGRAM SINGH JAISWAL by virtue of her last will dated 05th December 1979 which was later probated vide probate case no.53/86 under Probate Title Suit Case No.1/1989, passed by learned Judicial Commissioner, Ranchi.

AND WHEREAS above said SANGRAM SINGH JAISWAL died leaving behind one son -SRI SHAILENDRA SINGH JAISWAL, one daughter- SMT. EKTA JAISWAL and widow- SMT. ASHA DEVI JAISWAL as his legal heirs and successors.

AND WHEREAS, said ASHA DEVI JAISWAL also died leaving behind her son SRI SHAILENDRA SINGH JAISWAL and daughter- SMT. EKTA JAISWAL.

AND WHEREAS, after death of said SANGRAM SINGH JAISWAL and ASHA DEVI JAISWAL their share of right, title and interest in the above referred landed property devolved upon their legal heirs and successors (SHAILENDRA SINGH JAISWAL and SMT. EKTA JAISWAL) and they have acquired ownership right over it.

AND WHEREAS, above said owners namely DEO NARAYAN JAISWAL, SHAILENDRA SINGH JAISWAL and SMT. EKTA JAISWAL have got succession mutation in their name in respect of above referred total 1.633 Acres of landed property vide Mutation Case No.236/R27/2020-21 dated 01.10.2020 and have been paying rent and taxes to the state regularly.

AND WHEREAS, DEO NARAYAN JAISWAL, SHAILENDRA SINGH JAISWAL and SMT. EKTA JAISWAL have also got holding of above said property in their joint names in Ranchi Municipal Corporation vide Holding No.0200003194000Z0 and paying all taxes imposed by Ranchi Municipal Corporation in respect of said property.

AND WHEREAS, under a Development Agreement duly registered in the office of District Sub-Registrar Ranchi bearing Deed No.2022/RAN/6325/BK15655 dated 10/09/2022 entered in Book No.I, Volume No.756, from page no.105 to 222 of the Year 2022 above referred owners namely DEO NARAYAN JAISWAL, SHAILENDRA SINGH JAISWAL and SMT. EKTA JAISWAL have given the Development Right of above referred landed property to the DEVELOPER herein by way of constructing multistoried commercial buildings over it consisting of two blocks (One **Commercial Block** and other **Hospital Block**) as per the plan sanctioned by the Ranchi Municipal Corporation under Conversion Scheme.

AND WHEREAS, in furtherance of above said Development Agreement deed no.2022/RAN/6325/BK15655 dated 10/09/2022 the Developer has got sanctioned the building plan of said Commercial Cum Residential project to be known as **EMINENCE MALL** vide building plan case No.RMC/GH/0808/W18/2021 dated 23/10/2021 from the Ranchi Municipal Corporation and intends to construct it as per the specification of said sanctioned plan and as per the terms and imposed by the said competent authority.

AND WHEREAS, in terms of said Development Agreement deed No.2022/RAN/6325/BK15655 dated 10/09/2022 the DEVELOPER herein is entitled to sell, mortgage and transfer through sales the residential and commercial units under its shares in the said EMINENCE MALL and receive the consideration value in respect of it from the intended PURCHASER.

AND WHEREAS the Developer herein, under above referred Development Agreement had agreed to develop above referred landed property owned by the VENDORS, at his own costs, risks, expenses and responsibility and under 'CONVERSION SCHEME' (not as the agent of the VENDORS) by constructing residential building/buildings in the name and Style of EMINENCE MALL comprising of 02 (Two) Block (BLOCK-A- commercial cum residential block) and BLOCK-B- Hospital Block) on the said property situated at Mouza Boreya, Thana No.185, P.S. Kanke, District Ranchi (Jharkhand) and the land totally measuring an area of **54.60 Decimal** or there abouts comprised in landed property comprised in Plot No.1824 under Khata No.57, situated at Mouza Chadri, Thana no.199, P.S. Lower Bazar, District Ranchi(Jharkhand) PIN-834001, within the locality commonly known as Line Tank Road Gopalganj Chadri Mohalla, under Ward No.20 of Ranchi Municipal Corporation within the jurisdiction of Ward No.20(old), New Ward No.18 of Ranchi Municipal Corporation and the District Sub-Registrar's office, Ranchi as per the plan sanctioned by the Ranchi Municipal Corporation Ranchi vide **Building Plan Case No. RMC/GH/0808/W18/2021** dated 23/10/2021 and as per the terms and conditions imposed by the concerned authorities while sanctioning the said plans.

AND WHEREAS, the DEVELOPER has got registered the said project under the provisions of RERA Act 2016 with Jharkhand Real Estate Regulatory Authority at Ranchi vide Registration No.dated and shall complete the project as per the provisions of said RERA Act.

AND WHEREAS, the DEVELOPER herein has obtained the Occupancy Certificate of the said project after successful completion of construction works of the said project.

AND WHEREAS, the VENDORS and the DEVELOPER herein have distributed their respective shares in the said EMINENCE MALL as per the terms and conditions of the said Development Agreement deed nos2022/RAN/6325/BK15655 dated 10/09/2022.

AND WHEREAS, after completion of the project the DEVELOPER has completed his part of performances in terms of said development agreements by giving possession VENDORS share of units in the said project to them and the property which is subject matter of this sale deed, morefully described in the SCHEDULE-A had fallen in the share of the DEVELOPER.

AND WHEREAS, the DEVELOPER has represented to the PURCHASER herein that the Scheduled property which is subject matter of this sale deed had fallen to its share and thus it absolutely belongs to him/her/it by virtue of the above referred Development Agreement.

AND WHEREAS, the PURCHASER has inspected all the title documents of the VENDORS in respect of the Scheduled Land and also about the capacity, competence and ability of the DEVELOPER to construct the same thereon and providing certain amenities, which are attached to and/or are common to the entire project of SYMPHONY CONDOS PHASE-I . The PURCHASER upon such inspections is satisfied with the nature of right, title and interests of the VENDORS and competency of the DEVELOPER.

AND WHEREAS, the DEVELOPER under a Sale Agreement datedhad agreed to sell one residential Flat bearing No.....' onFLOOR of BLOCK NO.B of said EMINENCE MALL, measuringSquare feet of Super Built Up Area (equivalent toSquare Feet Carpet Area), One Car Parking Space bearing No.....on the Ground/Basement Floor of said BLOCK-..... building andSquare Feet of undivided proportionate share in the beneath land upon which said building is constructed, to the PURCHASER for a total Consideration Value of Rs...../-(Rupees) only.

Mores Infrastructure Pvt. Ltd.

Handwritten signature

Director

AND WHEREAS, the PURCHASER has paid above referred Sale Consideration Value of **Rs...../-**(Rupees) only, in full and final to the DEVELOPER as per the details provided in Memorandum of Consideration (SCHEDULE-B) here under.

AND WHEREAS the VENDORS herein at the request of the DEVELOPER and the PURCHASER have joined this Sale Deed to assure perfect legal title in favour of the PURCHASER and to avoid any future litigations. The VENDORS shall have no share in the sale consideration agreed between the DEVELOPER and the PURCHASER.

AND WHEREAS, the said property which is subject matter of this sale deed in the said SYMPHONY CONDOS PHASE-I project is complete in all respect, and the PURCHASER herein is fully satisfied with the Construction work done by the DEVELOPER in the said property (FLAT NO.....) in terms of Sale agreement dated **2023** and wish to get it registered in his/her name at present date.

AND WHEREAS on the basis of PURCHASER'S request the DEVELOPER herein has agreed to execute the final sale deed of said property in favour of the PURCHASER.

AND WHEREAS, the above said Flat, Car Parking Space and undivided proportionate share in the beneath land in the **EMINENCE MALL**, together with certain percentage shares in the common amenities of the project has been sold to the PURCHASER and the PURCHASER has been handed over possession of the said property after completion of construction work and the entire Consideration Value of the property has been received by the **DEVELOPER** from the PURCHASER, hence deal of above referred sale agreement has been completed.

AND WHEREAS for the purpose of calculation of stamp duty and registration fees, the present **Circle Value** of the Property (as per latest approved Circle Rate of the State Government) is **Rs...../-** (Rupees) only, and the Stamp Duty, Registration Fees and other applicable charges have been paid by the PURCHASER as per this present **Circle Value** of the Property.

NOW THIS INDENTURE OF ABSOLUTE SALE WITNESSES AS FOLLOWS:-

That in pursuance of aforesaid agreement and in Consideration of **Rs...../-** (Rupees) only paid by the **PURCHASER** as per details given in **SCHEDULE-B** herein below for **SCHEDULE-A** property, the receipt of which sum is hereby admitted and acknowledged by the DEVELOPER,

M. K. S.

who acquit/s the PURCHASER from making any further payment/s towards sale consideration, the VENDORS and the DEVELOPER as beneficial owners, DO HEREBY GRANT, CONVEY, ASSIGN, TRANSFER, BY WAY OF SALE unto and in favour of the PURCHASER of the scheduled property and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto etc., attached to belonging to and reputed to belong to the scheduled property TO HOLD, TO POSSESS AND TO ENJOY the same forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigation's and any other statutory charges.

AND WHEREAS, the **DEVELOPER** and the **VENDORS** hereby declare and covenant with the **PURCHASER** that they are the legal and valid owners of the scheduled property and has/have a clear, legally valid and marketable title thereto and therefore an absolute right to sell and convey the same to the **PURCHASER** in terms of this deed. The **DEVELOPER** and the **VENDORS** further declare that they have not done any acts, deeds or things so as to curtail restrict or prejudice his/her/its/their right to convey them from selling the scheduled property in terms of this deed.

THAT THE DEVELOPER AND THE VENDORS DOTH COVENANT WITH THE PURCHASER AS FOLLOWS:-

- i. **THAT** the interest which the **DEVELOPER** and the **VENDORS** hereby profess to transfer subsists and they have good right, title, full power and absolute authority to sell, convey, transfer, assign, and assure the property hereby granted, sold, conveyed, transferred, assigned and assured unto and to in favour of the **PURCHASER** absolutely and forever.
- ii. **AND** that the **DEVELOPER** and the **VENDORS** have not at any time done or executed, knowingly suffered or been party or privy to any deed or document or writings whereby the property and the rights and properties appurtenant thereto or any part thereof can or may be impeached encumbered or affected in title.
- iii. **AND** that the **DEVELOPER** and the **VENDORS** shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the **PURCHASER** make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further better or more perfectly assuring ad absolutely granting the said Flat and every part thereof hereby granted and sold, unto and to the use of the **PURCHASER**.

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- iv. **AND** that the said Flat, and rights and properties appurtenant thereto is hereby freely, clearly and absolutely, acquitted, exonerated, released and forever discharged from and by the Vendor cum Developer and the VENDORS unto and in favour of the PURCHASER.
- v. **AND** that the **DEVELOPER** and the VENDORS are free to sell the other Flats and Parking spaces of their share in the said **EMINENCE MALL** to any intending PURCHASER/S whom they think fit and proper.

THE PURCHASER DOETH HEREBY COVENANT WITH THE DEVELOPER AND THE VENDORS AS FOLLOWS:-

- a) **THAT** the PURCHASER shall observe, fulfil and perform all the covenants hereunder written and including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the Flat wholly and common expenses and all other outgoings hereto in accordance with the memorandum of association and the rules and regulations of the **EMINENCE MALL OWNER'S ASSOCIATION**.
- b) That the PURCHASER shall not put forth any independent or exclusive claim, right or title over the undivided proportionate share in land on which the Scheduled Apartment is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the all flat owners of said **EMINENCE MALL** project
- c) That the PURCHASER has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the PURCHASER shall not hereafter, raise any objection on this account.
- d) **AND** that the PURCHASER has seen and satisfied himself/herself about the title and the workmanship and undertakes not to raise any objection or requisition in respect of title of the Flat and/or in respect of workmanship materials used, fittings and fixtures in the said Flat.
- e) That the common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the said **EMINENCE MALL**, shall vest jointly with the owners of the various tenements/ apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said **EMINENCE MALL**

OWNERS ASSOCIATION, and the DEVELOPER shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.

- f) That all the blocks of said residential apartments shall always collectively be called and known as **EMINENCE MALL** and the name thereof shall not be changed.
- g) The PURCHASER alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Concerned Municipal authorities or other local bodies or authorities in respect of the Scheduled Apartment from the date of delivery of its possession by the DEVELOPER to the PURCHASER.
- h) That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the DEVELOPER and the PURCHASER shall not have any right, title or claim thereon. The DEVELOPER shall have absolute rights to deal with the same in any manner as he deems fit without any objection whatsoever from the PURCHASER.
- i) **AND** the PURCHASER will not raise any objection or requisition in respect of the other flats and parking spaces of **EMINENCE MALL** projects sold by the DEVELOPER and the VENDORS to the other PURCHASER.
- j) **AND** that the PURCHASER shall regularly and punctually pay and discharge all rates, taxes, surcharges, common expenses, maintenance charges, electricity charges, impositions and all other outgoings in respect of the Flat from the date of delivery of possession of the Flats.
- k) **AND** that within 3 months from the date hereof the PURCHASER shall apply for and have the Flat mutated and separated and/or apportioned in their/his/her name with the Ranchi Municipal Corporation and all other bodies and/or Authorities.
- l) **AND** that until such time the Flat in the Building be not separately assessed and/or mutated the PURCHASER shall deposit with the Maintenance Association such proportionate amount as may be required from time to time towards maintenance and management of the common Parts and payment of *Municipal rates and taxes.*

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H. N. S.

Director

- m) **AND** the PURCHASER shall not by any act or omission, cause any damage whatsoever to the common areas and amenities or impair the utility or appearance thereof including exterior of the building and shall not convert the common areas and amenities for personal use or otherwise change the user and shall not sub-divide and the PURCHASER shall not alter the nature of such Flat. The PURCHASER shall be liable to pay all taxes including Property Tax, etc., payable in respect of such Flat to the Government or other authorities and also contribute proportionately towards the electricity, water and sewerage service connections and deposits. The entire exterior of building including painting, fixtures, etc., shall be uniform as decided by the Developer/ Maintenance Association and in case of violation, the Developer or Association may take all such steps for correction and recover the costs from the persons responsible for the damage or violation.
- n) **AND** the PURCHASER shall also join the Association of Flat Owners formed by the /Developer and shall contribute to the corpus fund and also the maintenance charges and other amounts regularly on par with other flat owners to the Developer till the Association is formed, and thereafter to the Association failing which the Association or the Vendor/Developer shall be entitled to disconnect the services and amenities and to take any other action under the bye-laws or resolution of the Association. There shall be a separate membership and one voting right in respect of each Flat, irrespective of the number of Flats held by the same person or persons.
- o) **AND** the PURCHASER shall not alienate the flat in any manner without "No Objection Certificate" from the Developer till formation of the Association and thereafter from the Association. The PURCHASER, lessee, licensee, tenant/s and any other occupant of the Flat shall be bound by the terms of this Sale Deed and also the bye-laws and rules and regulations of the Association.
- p) **AND** that the PURCHASER shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied building tax urban land tax if any water tax etc. in respect of the building and the Flat proportionately.
- q) **AND** that the PURCHASER shall also be liable to pay the penalty, interests, costs, charges and expenses for and in respect of any of such taxes or impositions proportionately or wholly as the case may be in case the same be imposed or charges due to the default of the PURCHASER in complying with their obligations hereunder concerning the payment and/or deposit of amounts towards taxes and imposition reserved hereby or otherwise the liability of such payment by the PURCHASER will accord with effect from the date of delivery of possession of the Flat.

- r) **AND** that the PURCHASER admits and undertakes that he is a member of the Maintenance Association from the deemed date of possession, and shall remain a member of the Maintenance Association as long as he/she/ they hold any interest in any part of the building.
- s) **AND** that the PURCHASER hereby undertakes as a member of the Maintenance Association to do all acts, deeds, matters, and things as may be necessary or expedient for the common purposes and the PURCHASER undertakes that he/she/they shall co-operate with the Managing Committee of the Maintenance Association and regularly pay and discharge his/her/ their share of Municipal Rates and taxes along with proportionate share of proportionate share of common expenses in accordance to the demands made by the Managing Committee of the Maintenance Association.
- t) **AND** that the PURCHASER declares that he/she/they have transferred his/her/ their rights and obligations with regard to the common purposes including the maintenance, management, control and operation of the common parts to the Maintenance Association and the latter shall henceforth be exclusively entitled to and responsible for control over and operation the same and shall manage and maintain the same and do all acts required for the common purposes.
- u) **AND** that the PURCHASER and the other co-owners in the Building shall remain liable to indemnify and keep indemnified the Vendors for all liabilities due to non-fulfilment of their respective obligations hereunder.
- v) **AND** further that the PURCHASER shall at his/her/their own costs and expenses keep the Flat and every part thereof, the fixtures and fittings therein or exclusively for the Flat comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

THE PURCHASER HEREBY COVENANT WITH ALL OTHER MEMBERS OF THE MAINTENANCE ASSOCIATION AND UNDERTAKE TO DO THE FOLLOWING:-

- a) **THAT** the PURCHASER shall not obstruct the Maintenance Association in its acts relating to common purpose.
- b) **AND** that the PURCHASER shall not violate any of the rules and regulations contained in the rules and regulations of the **EMINENCE MALL OWNER'S ASSOCIATION**, or laid down any time hereafter, in accordance thereto, in respect of the use of the building, etc.

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Director

- c) **AND** that the PURCHASER shall not injure, harm, damage the common portions or any other Flat in the building by making any additions, or alterations, or withdrawing any support or otherwise.
- d) **AND** that the PURCHASER shall not add or alter any outer elevation or colour scheme of the building otherwise than in the manner as may be agreed in writing with the Managing Committee of the Maintenance Association.
- e) **AND** that the PURCHASER shall not throw any rubbish or store any combustible goods in the common areas and/or in any part of the building.
- f) **AND** that the PURCHASER shall not do, perform, allow carriage of any obnoxious, noisy, offensive, illegal or immoral activity in the Flat.
- g) **AND** that the PURCHASER shall not cause any nuisance, annoyance to the co-owners and/or the occupants of the other portions of the building.
- h) **AND** that the PURCHASER shall not use or allow user of any Flat or any portion thereof for the purpose of restaurant, hotel, office, boarding house, nursing home, hospital, theatrical performance or for carrying on such other similar activities.
- i) **AND** that the PURCHASER shall not use or allow being used any parking space purchased by him in the premises for any other purpose other than for parking of one medium size car.
- j) **AND** that the PURCHASER shall not encroach upon or permit or allow the use of the approach roads, common car parking space, passages, common corridors, common Terraces, open yards for keeping any articles, rubbish, debris, whatsoever and shall always ensure the same clear and usable for common purposes for which these respectively professes.
- k) **AND** that the PURCHASER shall not do or suffer anything to be done in or about the Flat which may cause or tend to cause any damage to any flooring or ceiling of the Flat or any other portions over and/or below the Flat or on the sides adjacent to the Flat or in any manner obstruct in or prevent from the use and right of enjoyment thereof quietly and exclusively by the persons entitled thereto or of any open space, passages or amenities available from common use.
- l) **AND** that the PURCHASER shall not make or cause to be made any additions or alterations or construction of temporary or permanent in nature in the Flat or any part thereof or put up and/or remove any brick walls.

- m) **AND** that the PURCHASER shall not to claim any partition or sub-division of the land or common areas and facilities and/or partition the Flat, by mete and bounds and will not change the nature and character of the building.
- n) **AND** that the PURCHASER shall not obstruct and/or create any hindrance or interference in use and enjoyment of all open and/or covered areas in the building and/or at the premises except the Flat sold to the PURCHASERS, by the Vendor and/or its specific transferees in such manner and for such purpose as the Maintenance Association may deem fit and proper.
- o) **AND** that the PURCHASER shall not raise any dispute regarding measurement and/or area of the Flat and in this regard the PURCHASER/s has/have got himself/herself/themselves satisfied.

SCHEDULE-A

(Schedule Of The Property Conveyed Through This Sale Deed)

All that Piece & Parcel of a Residential Flat bearing no.'.....' on**FLOOR** of **BLOCK NO**.....of **EMINENCE MALL** project, measuring a Super Built Up Area of **Square Feet (equivalent toSquare Feet Carpet Area), One Car Parking Space** bearing No.'.....' on the **Ground/Basement Floor** of the said **BLOCK-.....** and an undivided Proportionate share in the beneath land measuring**Square Feet** out of total**Square Feet** land upon which the said Apartment building is constructed, having permanent, heritable and transferable right forming part of R.S. Plot No.1981, Khata No.539, R.S. Plot No.1982, Khata No.563 and R.S. Plot No.1983, Khata No.563 all Plots situated at Mouza Boreya within the locality commonly known as Chiraundi Boreya Road, Thana No.185, P.S. Kanke, District and Town Ranchi (Jharkhand) corresponding to Holding No....., of ward no. 04(old), New Ward No.04 of Ranchi Municipal Corporation, corresponding to **Holding No.004000.....000A1** of Ward No.4 of Ranchi Municipal Corporation, lying within the jurisdiction of the District Registration and District Sub-Registration Office, Ranchi, Flat shown marked and delineated in red colour wash in the map attached, forming integral part of this sale deed, butted and bounded as follows:-

NORTH
SOUTH
EAST
WEST

SCHEDULE-B
MEMO OF CONSIDERATION

Total Consideration Value of **Rs...../- (Rupees)** only, fixed for **SCHEDULE-A** property under Sale Agreement dated, which includes cost of flat, cost of One Car Parking Space, cost of undivided proportionate share in the beneath land upon which said building is constructed and cost of share in common amenities of the building, paid in full and final by the PURCHASER to the DEVELOPER CUM VENDOR in the following manner and receipt of which sum is hereby acknowledged by the **DEVELOPER:-**

<u>SI.No.</u>	<u>DATE OF PAYMENT</u>	<u>INSTRUMENT DETAILS</u>	<u>AMOUNT (RS.)</u>
1			
2			
3			
4			
TOTAL			

DETAILS OF CONSTRUCTION OF THE FLAT:

1	Whether the building is Kacha or Pacca	:	Pacca
2	If it is Pacca then whether it is Khapra Posh or conventional RCC roof	:	Having conventional RCC Roof.
3.	Number of Floors	:	G+4
4.	Area of Flat No.'.....' onFLOOR of BLOCK-C/D of EMINENCE MALL	: Square feet (Super Built Up Area)
5	STAGE OF CONSTRUCTION	:	Completed
5.	Year of Completion	:	2027
6	Statement Regarding Electrical & other fittings of the building.	:	Ordinary Electrical Fittings
7	The Area where the building is situated is whether the residential, commercial or Industrial	:	Residential
8	Whether the building in question was let out on rent if let out on rent what was annual rent of the same.	:	For Own use.
9	Market Value of the Property as per latest approved government rate	:	
	(a) Value of Flat : Sq.ft. @	:	Rs.=00

	Rs.3331/-per Square Feet		
	(b) Value of Proportionate Share in land : Square Feet (equivalent to Decimal) @Rs...../ Decimal	:	Rs.....=00
TOTAL VALUE Rounded off to nearest hundred		:	Rs.....=00 Rs.....=00

As the present **Circle Value** (as per the latest approved circle rate of the State Government) of the Property is higher than its **Consideration/Transaction Value**, the Stamp Duty, Registration fees and other applicable charges has been paid by the PURCHASER as per the present **Circle Value** of the Property, i.e. on the Value of Rs...../- (Rupees) only.

CERTIFICATE

THIS IS TO CERTIFY THAT the land which is subject matter of these presents and mentioned in the Schedule is not the Government land. The same was neither acquired by the Government for civic or military purposes nor is it Bhoodan Land. The land is outside from forest area limit and it does not belong to C.C.L., BCCL, E.C.L. etc.

It is further certified that the land does not belong to Adivasi Khata, not connected with any member of Schedule Tribe and this land is CNT free and free from ceiling. It is not the land of any temple, Math, Church or Mosque. It is also not the Khas Mahal or Khutkatti land.

IN WITNESS WHEREOF the **VENDOR CUM DEVELOPER** and the **VENDORS** have signed on the day month and year first above written.

WITNESSES:

1.

Morias Infrastructure Pvt. Ltd.

M. H. S.

Director

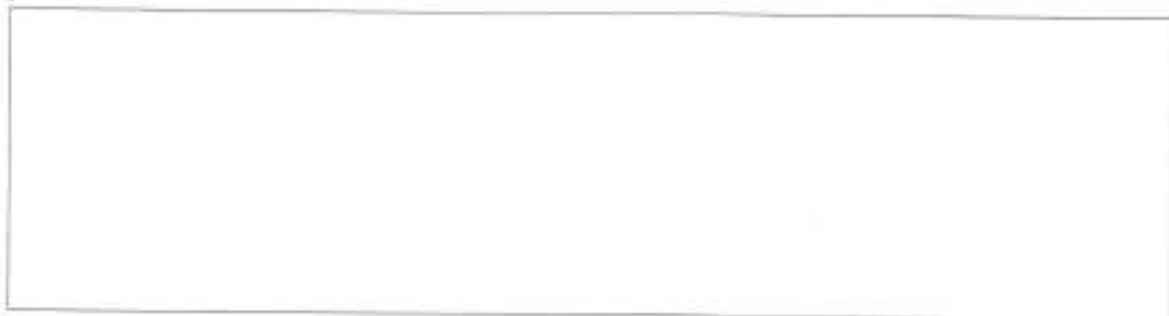
DEVELOPER

2.

VENDORS

(Through their Constituted Attorney)

PHOTOGRAPH, SIGNATURE, FINGER IMPRESSIONS DETAILS OF THE PURCHASER



Monias Infrastructure Pvt. Ltd.
M. S. S.

Director

Little Finger	Ring Finger	Middle Finger	Fore finger	Thumb

Certified that the finger prints of five fingers of left hand of each person/persons whose photograph/s is/are affixed in this document has been obtained by me or before me.

DRAFTED BY